

WABASHA CITY COUNCIL

WABASHA CITY HALL

Tuesday, February 5, 2025

Council Meeting 6:00 PM

To see Council meeting YouTube videos, go to the City's YouTube page and go to the "LIVE" tab.

All matters listed under the "Consent Agenda" are considered to be routine by the City Council and will be entered by one motion. Unless requested by a Council Member or citizen, there will be no separate discussion on these items. If discussion is required regarding an item, that item will be removed from the Consent Agenda and will be considered separately. This meeting will be held in person at Wabasha City Hall, 900 Hiawatha Dr E. Wabasha, MN 55981. A virtual option is also available. To join, click here <https://us02web.zoom.us/j/82339495094>. To watch the meeting live on your computer or Smartphone, [click here](#) to watch the meeting on YouTube (or search for City of Wabasha YouTube Channel).

Council member Dean Meurer will attend the meeting via Zoom from: 218 Main St. W, Wabasha, MN 55981

1. **Pledge of Allegiance**
2. **Guest Speaker -**
3. **Public Comments**
4. **Changes or Additions to Agenda**
5. **Mayor's Presentation - Mayor Emily Durand**
6. **Committee Reports and Wabasha Good News**
 1. Administrator's Report
8. **Consent Agenda**
 1. Resolution 03-2025 ADOPTION OF THE WABASHA COUNTY'S HAZARD MITIGATION PLAN
 2. 2025-2026 Fire Contracts
 3. Resolution Amending Resolution 11-2024 execute sale of Grandpa's Barn/Transfer Site Properties
 4. Approve posting Full-Time Paramedic Position
 5. Accept Resignation of Part-Time EMT Austyn Burt and re-fill position
 6. League of MN Cities grant for grant application funds Approve 04-2025
 7. Brush Dump contract
 8. Toolcat yearly purchase
 9. 1-7-25 Council Minutes
 10. February Warrants
 11. Approval of Consumption & Display Licenses
 12. Gambling Permit Applications
9. **Public Hearing**
 1. Public Hearing on 918 Grant Boulevard W, 930 Grant Boulevard, 936 Grant Boulevard Nuisance Order
 2. Adopt City Council Resolution 48-2024 for 918 Grant Blvd, 930 Grant, 936 Grant.
 3. Public Hearing Changes to City Code Multiple Sections
10. **General Business**
 1. Wabasha Nuisance Ordinance
 2. First Read Change to City Code Sections 31.054, 162.026, 159.20, 159.21, 159.22,
 3. Second Read and Adoption Change to City Ordinance Chapter 31 Park Board
 4. Council Member participation on Great River Rail Commission
 5. Appoint Board of Appeal and Equalization members for 2025

11. **Donations**

1. February Donations - Resolution 02-2025

12. **Information - financials emailed to Council.**

13. **Announcements**

1. Review Strategic Plan and New Building Discussion Workshop Date

14. **Adjournment**

City Council Regular

1.

Meeting Date: 02/04/2025

ITEM TITLE: Administrator's Report

DEPARTMENT: Administration

PURPOSE:

Administrator's Report - Caroline Gregerson

ITEM SUMMARY:

Employee Anniversaries

Liesl Knox has worked as a library for the Wabasha Public Library for **5 years**. She is very creative especially with library displays, creating flyers and programming. She's very attentive and helpful when people enter the library with questions or seeking advice for their computer or printing problems. She's willing to take on challenges. Her latest challenge was obtaining the Collaboration Grant from the MN Arts and Cultural Heritage Fund for the "Sense of Place" Library murals in the Main Library. She also organized and hosted the history panel discussion on Wabasha this past Fall. If we ever need help with a new project, we go to Liesl. **Tina Cook** as worked as an EMT for **5 years** with the Wabasha Ambulance Service. Tina for 5 years with the Wabasha Ambulance. Tina started as a volunteer EMT and has progressed to her current role as the Assistant Ambulance Director. Tina has filled in the role of Interim director as well. Tina takes care of our billing, scheduling, and our onboarding of our new hires as well as taking call time. Tina's hard work and dedication to Wabasha Ambulance is invaluable. **Darren Sheeley** has been our fire chief for **10 years**, a fire fighter for **36 years**, an a EMT with the Wabasha Ambulance Service for **25 years**. The decades of experience and countless calls means that he is relied upon in a critical scene by not only his department but by all our public safety departments. Darren has an unmatched passion and dedication for emergency response, as well as a long-standing commitment to use his volunteerism, talents and abilities for the greater good and benefit of the community.

Report

Administrator Gregerson continues to work on ensuring Barge Terminal secures its funding for 2025 through federal and state grants. I have been formed that for our federal MARAD grant there is a backlog and shifting priorities at the DOT. They do not have a timeline right now as to when we would be able to move forward. We are applying for some funding to prevent the wastewater treatment plant from flooding through some stormwater improvements and Riley is applying for some flood mitigation funds for the blue tube as well. I am also working with MnDot staff to release our funding for the highway project. A phase I was completed for the old athletic field and additional investigation is needed. Port has approved that.

Emily and I met with Bigelow Homes and Bank of Alma owner Bill Bosshard about upcoming programs available for new single family home construction.

We also had an excellent trip to La Crosse to learn about their experience developing new housing and road infrastructure in a flood plain site. I will attach a trip summary.

The 2024 audit is complete and went well, especially considering the unprecedented number of grants and loans processed this year.

The apartment project is still waiting on engineering to complete final designs. We anticipate closing on the property in mid March and bids going out in late March. Removal of the existing building will be bid out with the entire project at the same time. Anyone interested in bidding on the project should email: andy@kbproperties.org



**Liesl Knox 5 years with the
Wabasha Public Library**



**Tina Cook 5 years with
Wabasha Ambulance**

**Darren Sheeley
10 years as Fire Chief
36 years as a fire fighter
25 Years Wabasha
Ambulance**



City Council Regular		8.1.
Meeting Date:	02/04/2025	
ITEM TITLE:	Resolution 03-2025 ADOPTION OF THE WABASHA COUNTY'S HAZARD MITIGATION PLAN	
DEPARTMENT:	Emergency Management	

PURPOSE:

ITEM SUMMARY:

Anytime there is a federally declared disaster that takes place, the state where the disaster occurs receives funding from the federal government. These dollars can be applied for by local government entities like the City of Wabasha as long as projects are mentioned in the All Hazards Mitigation Plan. The City of Wabasha along with other cities in Wabasha County have helped with putting this plan together. The reason for adopting this plan, is to allow for the City to apply for some of this grant funding. The Wabasha County All Hazards Mitigation Plan can be reviewed here: https://wabasha-county-hmp-aum.hub.arcgis.com/?fbclid=IwY2xjawH3VRdlcHRuA2ElbQlxMAABHVNIOLzOLcB-XE__fNHmAjc8iEkSIZOpYmkFWMNOI2mwe_uQ6CxdGatZO_acm_25gyhWVOGIUaon_pYfwjllg

STAFF RECOMMENDATION:

I (Riley Costello) recommend that council adopt Wabasha County's 2024 All Hazard Mitigation Plan.

Attachments

Wabasha County Resolution
Adopt Resolution 03-2025 Hazard Mitigation Plan

Wabasha County Board of Commissioners

Resolution No.: 2024-217

Wabasha County Resolution Adopting the 2024 Wabasha County Hazard Mitigation Plan

Whereas, the Wabasha County Board of Commissioners recognizes the threat that natural hazards pose to people and property within Wabasha County; and

Whereas, Wabasha County has prepared a multi-hazard mitigation plan, hereby know as the 2024 Wabasha County Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

Whereas, the 2024 Wabasha County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Wabasha County from the impacts of future hazards and disasters; and

Whereas, adoption by the Wabasha County Board of Commissioners demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2024 Wabasha County Hazard Mitigation Plan.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, Section 1. In accordance with local county procedure, the Wabasha County Board of Commissioners adopts the 2024 Wabasha County Hazard Mitigation Plan. While content related to Wabasha County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Wabasha County to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Adopted this 17th day of December, 2024, by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

CITY OF WABASHA
RESOLUTION No. 03-2025
RESOLUTION ACCEPTING THE COUNTY’S HAZARD MITIGATION PLAN

WHEREAS The City of Wabasha recognizes the threat that natural hazards pose to people and property within the City of Wabasha; and

WHEREAS The City of Wabasha has worked with Wabasha County to help prepare a multi-hazard mitigation plan, hereby known as the 2024 Wabasha County Hazard Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS The 2024 Wabasha County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Wabasha from the impacts of future hazards and disasters; and

WHEREAS Adoption by the city council of Wabasha, Minnesota demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2024 Wabasha County Hazard Mitigation Plan.

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

In accordance with local procedure, the City Council of Wabasha, Minnesota adopts the 2024 Wabasha County Hazard Mitigation Plan. While content related to the City of Wabasha may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the City of Wabasha to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Adopted by the City Council of the City of Wabasha on February 4th, 2025.

Approved:

Mayor - Emily Durand

Attested:

City Clerk – Wendy Busch

City Council Regular**8. 2.****Meeting Date:** 02/04/2025**ITEM TITLE:** 2025-2026 Fire Contracts**DEPARTMENT:** Administration

PURPOSE:**ITEM SUMMARY:**

Fire contracts for the contract year April 1, 2025 thru March 31, 2026. Fire Contracts are calculated as follows:

To calculate the township amounts, the following calculation is used:

Divide the Total Fire Dept. District Market Value from the Assessor by each Township Value Amount to determine their percentage.

Fire Dept Budget Amt. X township percentage = Township Amt.

The City of Wabasha then looks at Fire Run revenue received during the past year by that township and takes it off the township new current amount.(no fire run revenue was received in 2024)

Attached is the 2024-2025 Fire Contract with Pepin Township so Council may review the contact language.

2025 Fire Contract Calculation

City/Township	2025 Budget	Percent	Deduction for Fire Runs	Contract Amount
City of Wabasha	\$175,872	46.2%		\$81,249.86
Greenfield Township	\$175,872	30.8%		\$54,104.44
Glasgow Township	\$175,872	9.7%		\$17,124.14
Pepin Township	\$175,872	13.3%		\$23,393.56

STAFF RECOMMENDATION:

City Clerk recommends the approval of the 2025-2026 Fire Contracts with the Townships of Pepin, Glasgow, and Greenfield.

ACTION REQUIRED:

A MOTION to approve the 2025-2026 Fire Contracts and authorize the City Clerk to forward contracts to the appropriate protection areas and to further authorize the City Clerk to amend the payment date if necessary.

Attachments

2025 Glasgow Fire Contract

2025 Greenfield Fire Contract

2025 Pepin Fire Contract

**CITY OF WABASHA AND TOWNSHIP OF GLASGOW
FIRE SERVICE AGREEMENT**

THIS AGREEMENT (“Agreement”), made and entered into this 4th day of February 2025, by and between the **CITY OF WABASHA**, a Municipal Corporation of Wabasha County, Minnesota (the “City”), and the **TOWNSHIP OF GLASGOW**, a Municipal Corporation of Wabasha County, Minnesota (the “Township”) (collectively the “parties”).

WHEREAS, the Township, deeming it advisable to have available for the benefit of its residents services of the City of Wabasha Fire Department, and the electors of the Township having pursuant to law, provided a fund for the furnishing of such fire service; and

WHEREAS, the City is willing to provide fire service to the Township through the City Fire Department and the Township agrees to purchase such service from the City by entering into an agreement containing the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to Minnesota Law, it is hereby mutually agreed between the City and Township, as follows:

1. **Fire Service:** The City of Wabasha agrees to furnish fire protection to all that property located within the Township of Greenfield described as follows:
 - a. **All of Glasgow Township lining north of the Zumbro River:** said defined area in the Township of Glasgow hereinafter referred to as “Fire Protection Area”.

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City shall not be deemed a breach of this Agreement.

- b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees and volunteer shall not be liable to Township or any other person for failure to furnish assistance under this agreement or for recalling assistance.

2. **Payments.** In consideration for the services extended by City to Township under this Agreement, Township shall compensate City as follows:

- a. **Contract Amount.** The Township agrees to make payments to the City in the amount of **\$17,124.14**. The contract amount shall be due and payable on or before said amount to be paid in equal semi-annual payments of **\$8,562.07** due on the first day of July 2025 and on the first day

of December, 2025, 1% per month interest beginning following the due date, the parties hereto agree as follows:

The annual payment amount is based on the fire department's annual budget and allocated according to a formula based on the factors of the number of fire calls in the Township, the blended value of structures and land in the Township, and the amount of fees paid to the City by Township residents in the previous contract year.

b. **Insurance Proceeds.** Township will pay to the City all proceeds it receives from the State of Minnesota Fire Aid Insurance payments.

c. **Charges for Fire Calls-Payment.** Pursuant to Minn. Stat. §§ 366.011, 366.012, and 415.01 and City ordinance, persons or landowners requesting and receiving fire services may be billed directly by the City as provided herein and local ordinance. Additionally, if the person or landowner receiving fire services did not request services but a fire or other situation exists which, at the discretion of the fire department personnel in charge requires fire service, the person/landowner will be charged and billed. All persons/landowners will be billed whether or not the fire service is covered by insurance. Any billable amount of the fire charge not covered by a person's/landowner's insurance remains a debt of the person/landowner receiving the fire service.

The City shall bill the appropriate person/landowner for all fire calls. Parties billed have 60 days to pay. If the fire service charge is not paid by that time, the City will send a notice of delinquency. If the fire service charge remains unpaid for 30 days after this notice of delinquency, the City will use all practical and reasonable legal means to collect the fire service charge. The party receiving fire service shall be liable for all collection costs incurred by the City including but not limited to reasonable attorney fees and court costs. If the fire service charge remains unpaid for 30 after the notice of delinquency is sent, the City Council may also, on or before October 15 of each year, certify the unpaid fire service charge to the county auditor in which the recipient of the services owns real property for collection with property taxes. The county auditor is responsible for emitting to the city all charges collected on behalf of the city. The City must give the property owner notice of its intent to certify the unpaid fire service charge by September 15.

f. **Delinquency.** If the annual payment is received after August 1st and January 1st, it shall be considered delinquent, and shall accrue interest at a rate of 1% per month.

3. **Emergency Service Charge.** Township, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Township's Service Territory. City shall have no right to, or interest in, any service fees collected by Township. If Township imposes an emergency service charge it shall provide City a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. City shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide Township with the information it collected.

4. **Service Territory.** City shall provide fire services as indicated in this Agreement to the area in Township described on the map which is attached hereto as Appendix A and made part of this agreement. The identified area shall constitute Township's Service Territory for the purposes of this Agreement.

5. **Term.** The term of this Agreement shall extend for a period of one year commencing on April 1, 2025 and ending on March 31, 2026, unless terminated earlier as provided herein.

6. **Ownership.** City owns the buildings and equipment associated with the fire department and the amounts paid by Township do not give rise to any ownership interest in, or responsibility toward, those items.

7. **City's Responsibilities.** In addition to any other obligations described herein, City shall:

a. Authorize and direct the City fire department to provide the fire services described herein to Township's Service Territory;

b. Maintain sufficient staffing to meet the reasonably foreseeable needs of the City and Township. The City will pay for all personnel and administrative costs (excluding Township's payments and contributions listed in Paragraph above) and training costs. The City retains control of Fire Department operations and personnel. Levels of staffing and the numbers of firefighters dispatched to a call shall be determined at the sole discretion of the City's Fire command;

c. Develop a detailed annual operational budget for the fire department for each year during the term of this Agreement by the Anniversary Date and present it to Township along with sufficient information to explain the items included in the budget figures;

d. Upon Township's request, provide Township access to financial and cost data related to the fire department for five years prior to the current service year;

e. Disclose to Township any proposed action City or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and

f. Promptly disclose to Township any information City can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

8. **Township's Responsibilities.** In addition to any other obligations described herein, Township shall:

a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually

provided if the Agreement is terminated early and any other charges and contributions as provided in this Agreement;

b. Present a budget and levy proposal to the Town electors at each annual Township meeting during the term of this Agreement seeking authority to levy funds as needed to make payments as provided in this Agreement; and

c. Promptly disclose to City any information Township can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

It is understood and agreed Township shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Township has no responsibility, beyond paying the agreed upon payments as provided in this Agreement, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

9. Insurance Requirements. City shall maintain general liability insurance for its services and shall include Township as an additional insured for the term of this Agreement and any extensions thereof. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Township proof of such insurance coverages and the additional insured endorsement naming the Township upon Township's request. City shall also maintain workers' compensation coverage as required by law.

10. Indemnification. City agrees to defend and indemnify Township against any claims brought or actions filed against Township or any officer, employee, or volunteer of Township for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this Agreement for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Township, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Township and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Township for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

11. Authorization. The City and the Township warrant they have the appropriate statutory authority to undertake the obligations of this Agreement, that the persons signing this Agreement are authorized signatories for the entities represented, and that no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each

party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

12. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

13. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and Township and attached hereto.

14. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this Agreement to another without prior written permission from Township. Services provided to Township pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Township so long as City remains primarily responsible for providing fire services to Township's Service Territory.

15. **Termination.** This Agreement may be terminated at anytime during its term by mutual agreement of the parties. Either party may terminate this Agreement by personally serving a 120 day written notice of termination on the other party. This Agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Township fails to pay for the service, charges and contributions as provided in this Agreement, City may terminate this agreement 60 days from the date of personal service of a written termination notice. Notice to City shall be served on the City administrator or City clerk if there is no City administrator, and notice to Township shall be served on the Township Clerk.

16. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties. If, despite the forgoing, a court of competent jurisdiction finds such a relationship exists, the City and the Township shall be considered a single governmental entity, as provided in Minnesota Statutes, Section 471.59, subd. 1a, for the purposes of determining total liability.

17. **Minnesota Law Governs.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

18. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date indicated above.

CITY OF WABASHA

Emily Durand, Its Mayor

Date

Attest:

Wendy Busch, Its City Clerk

Date

TOWNSHIP OF _____

_____, Its Chairperson or Supervisor

Date

Attest:

_____, It Township Clerk or Recorder

Date

CITY OF WABASHA AND TOWNSHIP OF GREENFIELD FIRE SERVICE AGREEMENT

THIS AGREEMENT (“Agreement”), made and entered into this 4th day of February 2025, by and between the **CITY OF WABASHA**, a Municipal Corporation of Wabasha County, Minnesota (the “City”), and the **TOWNSHIP OF GREENFIELD**, a Municipal Corporation of Wabasha County, Minnesota (the “Township”) (collectively the “parties”).

WHEREAS, the Township, deeming it advisable to have available for the benefit of its residents services of the City of Wabasha Fire Department, and the electors of the Township having pursuant to law, provided a fund for the furnishing of such fire service; and

WHEREAS, the City is willing to provide fire service to the Township through the City Fire Department and the Township agrees to purchase such service from the City by entering into an agreement containing the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to Minnesota Law, it is hereby mutually agreed between the City and Township, as follows:

1. **Fire Service:** The City of Wabasha agrees to furnish fire protection to all that property located within the Township of Greenfield described as follows:

- a. **All of Greenfield Township lining north of the Zumbro River:** said defined area in the Township of Greenfield hereinafter referred to as “Fire Protection Area”.

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City shall not be deemed a breach of this Agreement.

- b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees and volunteer shall not be liable to Township or any other person for failure to furnish assistance under this agreement or for recalling assistance.

2. **Payments.** In consideration for the services extended by City to Township under this Agreement, Township shall compensate City as follows:

- a. **Contract Amount.** The Township agrees to make payments to the City in the amount of **\$54,104.44**. The contract amount shall be due and payable on or before said amount to be paid in equal semi-annual payments of **\$27,052.22** due on the first day of July 2025 and on the first day

of December, 2025, 1% per month interest beginning following the due date, the parties hereto agree as follows:

The annual payment amount is based on the fire department's annual budget and allocated according to a formula based on the factors of the number of fire calls in the Township, the blended value of structures and land in the Township, and the amount of fees paid to the City by Township residents in the previous contract year.

b. **Insurance Proceeds.** Township will pay to the City all proceeds it receives from the State of Minnesota Fire Aid Insurance payments.

c. **Charges for Fire Calls-Payment.** Pursuant to Minn. Stat. §§ 366.011, 366.012, and 415.01 and City ordinance, persons or landowners requesting and receiving fire services may be billed directly by the City as provided herein and local ordinance. Additionally, if the person or landowner receiving fire services did not request services but a fire or other situation exists which, at the discretion of the fire department personnel in charge requires fire service, the person/landowner will be charged and billed. All persons/landowners will be billed whether or not the fire service is covered by insurance. Any billable amount of the fire charge not covered by a person's/landowner's insurance remains a debt of the person/landowner receiving the fire service.

The City shall bill the appropriate person/landowner for all fire calls. Parties billed have 60 days to pay. If the fire service charge is not paid by that time, the City will send a notice of delinquency. If the fire service charge remains unpaid for 30 days after this notice of delinquency, the City will use all practical and reasonable legal means to collect the fire service charge. The party receiving fire service shall be liable for all collection costs incurred by the City including but not limited to reasonable attorney fees and court costs. If the fire service charge remains unpaid for 30 after the notice of delinquency is sent, the City Council may also, on or before October 15 of each year, certify the unpaid fire service charge to the county auditor in which the recipient of the services owns real property for collection with property taxes. The county auditor is responsible for emitting to the city all charges collected on behalf of the city. The City must give the property owner notice of its intent to certify the unpaid fire service charge by September 15.

f. **Delinquency.** If the annual payment is received after August 1st and January 1st, it shall be considered delinquent, and shall accrue interest at a rate of 1% per month.

3. **Emergency Service Charge.** Township, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Township's Service Territory. City shall have no right to, or interest in, any service fees collected by Township. If Township imposes an emergency service charge it shall provide City a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. City shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide Township with the information it collected.

4. **Service Territory.** City shall provide fire services as indicated in this Agreement to the area in Township described on the map which is attached hereto as Appendix A and made part of this agreement. The identified area shall constitute Township's Service Territory for the purposes of this Agreement.

5. **Term.** The term of this Agreement shall extend for a period of one year commencing on April 1, 2025 and ending on March 31, 2026, unless terminated earlier as provided herein.

6. **Ownership.** City owns the buildings and equipment associated with the fire department and the amounts paid by Township do not give rise to any ownership interest in, or responsibility toward, those items.

7. **City's Responsibilities.** In addition to any other obligations described herein, City shall:

a. Authorize and direct the City fire department to provide the fire services described herein to Township's Service Territory;

b. Maintain sufficient staffing to meet the reasonably foreseeable needs of the City and Township. The City will pay for all personnel and administrative costs (excluding Township's payments and contributions listed in Paragraph above) and training costs. The City retains control of Fire Department operations and personnel. Levels of staffing and the numbers of firefighters dispatched to a call shall be determined at the sole discretion of the City's Fire command;

c. Develop a detailed annual operational budget for the fire department for each year during the term of this Agreement by the Anniversary Date and present it to Township along with sufficient information to explain the items included in the budget figures;

d. Upon Township's request, provide Township access to financial and cost data related to the fire department for five years prior to the current service year;

e. Disclose to Township any proposed action City or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and

f. Promptly disclose to Township any information City can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

8. **Township's Responsibilities.** In addition to any other obligations described herein, Township shall:

a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually

provided if the Agreement is terminated early and any other charges and contributions as provided in this Agreement;

b. Present a budget and levy proposal to the Town electors at each annual Township meeting during the term of this Agreement seeking authority to levy funds as needed to make payments as provided in this Agreement; and

c. Promptly disclose to City any information Township can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

It is understood and agreed Township shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Township has no responsibility, beyond paying the agreed upon payments as provided in this Agreement, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

9. Insurance Requirements. City shall maintain general liability insurance for its services and shall include Township as an additional insured for the term of this Agreement and any extensions thereof. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Township proof of such insurance coverages and the additional insured endorsement naming the Township upon Township's request. City shall also maintain workers' compensation coverage as required by law.

10. Indemnification. City agrees to defend and indemnify Township against any claims brought or actions filed against Township or any officer, employee, or volunteer of Township for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this Agreement for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Township, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Township and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Township for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

11. Authorization. The City and the Township warrant they have the appropriate statutory authority to undertake the obligations of this Agreement, that the persons signing this Agreement are authorized signatories for the entities represented, and that no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each

party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

12. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

13. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and Township and attached hereto.

14. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this Agreement to another without prior written permission from Township. Services provided to Township pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Township so long as City remains primarily responsible for providing fire services to Township's Service Territory.

15. **Termination.** This Agreement may be terminated at anytime during its term by mutual agreement of the parties. Either party may terminate this Agreement by personally serving a 120 day written notice of termination on the other party. This Agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Township fails to pay for the service, charges and contributions as provided in this Agreement, City may terminate this agreement 60 days from the date of personal service of a written termination notice. Notice to City shall be served on the City administrator or City clerk if there is no City administrator, and notice to Township shall be served on the Township Clerk.

16. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties. If, despite the forgoing, a court of competent jurisdiction finds such a relationship exists, the City and the Township shall be considered a single governmental entity, as provided in Minnesota Statutes, Section 471.59, subd. 1a, for the purposes of determining total liability.

17. **Minnesota Law Governs.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

18. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date indicated above.

CITY OF WABASHA

Emily Durand, Its Mayor

Date

Attest:

Wendy Busch, Its City Clerk

Date

TOWNSHIP OF _____

_____, Its Chairperson or Supervisor

Date

Attest:

_____, It Township Clerk or Recorder

Date

**CITY OF WABASHA AND TOWNSHIP OF PEPIN
FIRE SERVICE AGREEMENT**

THIS AGREEMENT (“Agreement”), made and entered into this 4th day of February 2025, by and between the **CITY OF WABASHA**, a Municipal Corporation of Wabasha County, Minnesota (the “City”), and the **TOWNSHIP OF PEPIN**, a Municipal Corporation of Wabasha County, Minnesota (the “Township”) (collectively the “parties”).

WHEREAS, the Township, deeming it advisable to have available for the benefit of its residents services of the City of Wabasha Fire Department, and the electors of the Township having pursuant to law, provided a fund for the furnishing of such fire service; and

WHEREAS, the City is willing to provide fire service to the Township through the City Fire Department and the Township agrees to purchase such service from the City by entering into an agreement containing the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to Minnesota Law, it is hereby mutually agreed between the City and Township, as follows:

1. **Fire Service:** The City of Wabasha agrees to furnish fire protection to all that property located within the Township of Pepin described as follows:

a. **All of Pepin Township excepting therefrom Section 19:** said defined area in the Township of Pepin hereinafter referred to as “Fire Protection Area”.

a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City shall not be deemed a breach of this Agreement.

b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees and volunteer shall not be liable to Township or any other person for failure to furnish assistance under this agreement or for recalling assistance.

2. **Payments.** In consideration for the services extended by City to Township under this Agreement, Township shall compensate City as follows:

a. **Contract Amount.** The Township agrees to make payments in the City in the amount of \$23,393.56. The contract amount shall be due and payable on or before July 31, 2025 for \$11,696.78 and December 20, 2025 for \$11,696.78. The annual payment amount is based on the fire department’s annual budget and allocated according to a formula based on the factors of the number of fire calls in the Township, the blended value of

structures and land in the Township, and the amount of fees paid to the City by Township residents in the previous contract year.

b. **Insurance Proceeds.** Township will pay to the City all proceeds it receives from the State of Minnesota Fire Aid Insurance payments.

c. **Charges for Fire Calls-Payment.** Pursuant to Minn. Stat. §§ 366.011, 366.012, and 415.01 and City ordinance, persons or landowners requesting and receiving fire services may be billed directly by the City as provided herein and local ordinance. Additionally, if the person or landowner receiving fire services did not request services but a fire or other situation exists which, at the discretion of the fire department personnel in charge requires fire service, the person/landowner will be charged and billed. All persons/landowners will be billed whether or not the fire service is covered by insurance. Any billable amount of the fire charge not covered by a person's/landowner's insurance remains a debt of the person/landowner receiving the fire service.

The City shall bill the appropriate person/landowner for all fire calls. Parties billed have 60 days to pay. If the fire service charge is not paid by that time, the City will send a notice of delinquency. If the fire service charge remains unpaid for 30 days after this notice of delinquency, the City will use all practical and reasonable legal means to collect the fire service charge. The party receiving fire service shall be liable for all collection costs incurred by the City including but not limited to reasonable attorney fees and court costs. If the fire service charge remains unpaid for 30 after the notice of delinquency is sent, the City Council may also, on or before October 15 of each year, certify the unpaid fire service charge to the county auditor in which the recipient of the services owns real property for collection with property taxes. The county auditor is responsible for emitting to the city all charges collected on behalf of the city. The City must give the property owner notice of its intent to certify the unpaid fire service charge by September 15.

f. **Delinquency.** If the annual payment is received after August 1, 2025 and January 1, 2026, it shall be considered delinquent, and shall accrue interest at a rate of 1% per month.

3. **Emergency Service Charge.** Township, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Township's Service Territory. City shall have no right to, or interest in, any service fees collected by Township. If Township imposes an emergency service charge it shall provide City a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. City shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide Township with the information it collected.

4. **Service Territory.** City shall provide fire services as indicated in this Agreement to the area in Township described on the map which is attached hereto as Appendix A and made

part of this agreement. The identified area shall constitute Township's Service Territory for the purposes of this Agreement.

5. **Term.** The term of this Agreement shall extend for a period of one year commencing on April 1, 2025 and ending on March 31, 2026, unless terminated earlier as provided herein.

6. **Ownership.** City owns the buildings and equipment associated with the fire department and the amounts paid by Township do not give rise to any ownership interest in, or responsibility toward, those items.

7. **City's Responsibilities.** In addition to any other obligations described herein, City shall:

a. Authorize and direct the City fire department to provide the fire services described herein to Township's Service Territory;

b. Maintain sufficient staffing to meet the reasonably foreseeable needs of the City and Township. The City will pay for all personnel and administrative costs (excluding Township's payments and contributions listed in Paragraph above) and training costs. The City retains control of Fire Department operations and personnel. Levels of staffing and the numbers of firefighters dispatched to a call shall be determined at the sole discretion of the City's Fire command;

c. Develop a detailed annual operational budget for the fire department for each year during the term of this Agreement by the Anniversary Date and present it to Township along with sufficient information to explain the items included in the budget figures;

d. Upon Township's request, provide Township access to financial and cost data related to the fire department for five years prior to the current service year;

e. Disclose to Township any proposed action City or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and

f. Promptly disclose to Township any information City can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

8. **Township's Responsibilities.** In addition to any other obligations described herein, Township shall:

a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the Agreement is terminated early and any other charges and contributions as provided in this Agreement;

b. Present a budget and levy proposal to the Town electors at each annual Township meeting during the term of this Agreement seeking authority to levy funds as needed to make payments as provided in this Agreement; and

c. Promptly disclose to City any information Township can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

It is understood and agreed Township shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Township has no responsibility, beyond paying the agreed upon payments as provided in this Agreement, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

9. Insurance Requirements. City shall maintain general liability insurance for its services and shall include Township as an additional insured for the term of this Agreement and any extensions thereof. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Township proof of such insurance coverages and the additional insured endorsement naming the Township upon Township's request. City shall also maintain workers' compensation coverage as required by law.

10. Indemnification. City agrees to defend and indemnify Township against any claims brought or actions filed against Township or any officer, employee, or volunteer of Township for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this Agreement for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Township, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Township and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Township for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

11. Authorization. The City and the Township warrant they have the appropriate statutory authority to undertake the obligations of this Agreement, that the persons signing this Agreement are authorized signatories for the entities represented, and that no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

12. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

13. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and Township and attached hereto.

14. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this Agreement to another without prior written permission from Township. Services provided to Township pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Township so long as City remains primarily responsible for providing fire services to Township's Service Territory.

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18. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date indicated above.

CITY OF WABASHA

Emily Durand, Its Mayor

Date

Attest:

Wendy Busch, Its City Clerk

Date

TOWNSHIP OF PEPIN

_____, Its Chairperson or Supervisor

Date

Attest:

_____, It Township Clerk or Recorder

Date

City Council Regular

8. 3.

Meeting Date: 02/04/2025

ITEM TITLE: Resolution Amending Resolution 11-2024 execute sale of Grandpa's Barn/Transfer Site Properties

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

The original resolution stated that the Mayor and Administrator should execute all real estate documents. This amends the resolution to authorize only the City Administrator to execute and sign all the documents. We anticipate to bring the Developers Agreement for approval at the next Council Meeting and closing in early March or mid March.

City Council Regular

8. 4.

Meeting Date: 02/04/2025

ITEM TITLE: Approve posting Full-Time Paramedic Position

DEPARTMENT: Ambulance

PURPOSE:

Approve posting full-time Paramedic position

ITEM SUMMARY:

Approve posting full-time Paramedic position that was approved as part of the 2025 Budget. This is a new position.

STAFF RECOMMENDATION:

Approve the posting.

ACTION REQUIRED:

Approve the posting the position that was approved in the 2025 budget.

Table and not post it.

City Council Regular

8. 5.

Meeting Date: 02/04/2025

ITEM TITLE: Accept Resignation of Part-Time EMT Austyn Burt and re-fill position

DEPARTMENT: Ambulance

PURPOSE:

Accept Resignation of Part-Time EMT Austyn Burt and re-post the position.

ITEM SUMMARY:

Accept Resignation of Part-Time EMT Austyn Burt. Austyn submitted his letter of resignation due to full-time work commitments and also going back to school. Austyn wishes to remain on the service as a Paid On-Call.

STAFF RECOMMENDATION:

Accept the resignation and approve re-posting as an EMT position with Paramedic preferred. This position is already in the 2025 budget. Pay ranges would be \$19.55-\$20.33 for a EMT and \$22.78-\$23.70 for a Paramedic. By posting for either certification level it opens up the eligible pool of applicants.

ACTION REQUIRED:

Accept Austyn's resignation and re-posting the position as an EMT with Paramedic preferred.

Don't accept resignation or approve re-posting

Pull for further discussion.

City Council Regular

8. 6.

Meeting Date: 02/04/2025

ITEM TITLE: League of MN Cities grant for grant application funds Approve 04-2025

DEPARTMENT: Public Works

PURPOSE:

Apply for a grant from League of MN Cities to cover the cost of Bolton-Menk to apply for another grant.

ITEM SUMMARY:

The City of Wabasha has an opportunity to apply for funding through MPCA to help with flooding concerns throughout the city. After reviewing possible projects with Bolton-Menk, and scoring each project, we have decided to try and resolve an issue at the wastewater plant with the area flooding during heavy rainfall and extreme melting conditions, which creates flooding in the office/shop area and surrounding grounds. This would involve lowering the culverts downstream of the plant, in Wabasha County's ditch. If we apply to the League of MN Cities for a planning grant, we could possibly save the city the expense of hiring our engineer to apply. Caroline & Tony would fill out the initial application for the LMC. We will need a council resolution supporting the application.

<https://www.pca.state.mn.us/grants-and-loans/implementation-grants-for-stormwater-resilience>

<https://www.lmc.org/resources/grant-navigator/>

Attachments

LMC Resolution

City of Wabasha Resolution

RESOLUTION NO. 04-2025

A RESOLUTION AUTHORIZING APPLICATION FOR GRANT NAVIGATION SUPPORT FOR THE CITY.

WHEREAS, the League of Minnesota Cities (“LMC”) has created a pilot Grants Navigation Program (“Program”) in which LMC will provide grants up to \$10,000 per city to use with industry partners to ease the process of identifying matching funds to city projects and aid in the grant application projects.

WHEREAS, the Program is limited to providing services to help obtain grant funding for one project per city.

WHEREAS, the Program is limited to providing support in obtaining grant funding, and LMC does not provide funds to implement projects.

WHEREAS, the City of Wabasha (“City”) wishes to apply to the Program for support in finding grant funding for City engineer grant writing for MPCA Implementation grants for stormwater resilience, specifically, preventing the wastewater treatment plant from flooding (“Project”).

WHEREAS, the City recognizes that if approved, any funds received through the Program must be used in a manner consistent with the conditions above as well as all other conditions or limitations of the Program.

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

1. The City will be its own fiscal agent for the purposes of applying to the Program and has extensive experience managing grants.
2. The City authorizes Tony Johnson, Public Works Director, to act on its behalf when communicating with LMC in all matters related to the Program application for the Project.
3. If the City is awarded a grant under the Program, it agrees to use the funds to engage with industry partners who will aid in the grant matching and application process consistent with the terms and conditions of the Program.
4. If a state, federal, foundation, or nonprofit grant match is not found, or is applied to but not awarded, the City will seek feedback on why the project was not eligible and report back to the LMC with these findings consistent with the terms and conditions of the Program.
5. If a state, federal, foundation, or nonprofit grant is awarded, a project assessment will be submitted to LMC within six months of the application's approval and then

periodically until after project completion consistent with the terms and conditions of the Program.

Passed by the City Council of Wabasha, Minnesota this 4th day of February, 2025.

Mayor

Attested:

City Clerk

City Council Regular

8. 7.

Meeting Date: 02/04/2025

ITEM TITLE: Brush Dump contract

DEPARTMENT: Public Works

PURPOSE:

Approve brush dump contract.

ITEM SUMMARY:

Our yearly contract with Wabasha Sand and Gravel to operate our brush dump on their property for 2025.
Recommend approval. Funds to be paid from Forestry account.

STAFF RECOMMENDATION:

Recommend approval.

Attachments

Agreement

THIS LEASE made this **1st day of March 2025**

BETWEEN:

Wabasha Sand, Gravel & Ready-Mixed Company
905 Church Ave
Wabasha, MN 55981
651-565-3610

(The "Lessor")

And

City of Wabasha
900 Hiawatha Dr E
Wabasha, MN 55981
651-565-4568

(The "Lessee")

Witnesseth that, in consideration of the rents, mutual covenants and agreements between the parties, the parties agree as follows:

1. The Lessor does lease to the Lessee the parcel of land of approximately **100 feet x 200 feet (Parcel ID R27.00118.06) known as the "Pfeilsticker Property"** in **Wabasha, MN 55981**, as described in Schedule "A" attached, (the "leased premises").
2. To have and to hold the leased premises for a term of a minimum of **twelve (12) months** (the "**Initial Term**") commencing on the 1st day of **March 2025**, and to be fully complete and ended on the **28th day of February 2026**. Lessee has the option to extend **the Lease** on a month-to-month basis after the Initial Term at the same prorated rate **for an additional twelve (12) months during which an extension beyond the additional twelve (12) months may be negotiated. Otherwise, the Lease shall expire no later than the 28th day of February 2026.**
3. The Lessee shall pay to the Lessor an annual amount of \$7,000.00 rent per year. The rent shall be payable on the first day of the following month upon the execution of this lease agreement by both parties.
4. Rent required to be paid by the Lessee to the Lessor shall be payable and recoverable as rent, and the Lessor shall have all rights against the Lessee for default in any payment of such amounts as in the case of arrears in rent.
5. Should the Lessee over hold the leased premises beyond the **Initial Term** of this **Lease**, without giving notice of intent to extend the lease on a month-to-month basis as outlined in

Section 2 above, the tenancy shall be at will, subject to the right of either party to terminate the **Lease** by giving the other party sixty (60) days notice in writing of intention to terminate.

6. The Lessee shall pay interest on rents or any other amounts outstanding under the terms of this Lease at the prime rate published in the Wall Street Journal per annum compounded monthly both before and after the expiration or the termination of this **Lease**.
7. The Lessee has inspected the leased premises which are being leased to the Lessee "as is". The Lessee has not relied on any representations by the Lessor concerning any condition of the leased premises, environmental or otherwise.
8. The leased premises shall be used and occupied by the Lessee solely for the purpose of:

STORAGE AND BURNING BRUSH

9. The Lessee shall not use or permit the leased premises to be used for storage of refuse, salvage, garbage, waste or other items other than brush, yard waste, or equipment used in the operation of the City brush pile. The Lessee shall keep the leased premises in a clean and tidy condition satisfactory to the Lessor.
10. The Lessor will promptly pay all taxes including real property taxes, assessments and all other levies that may, during the existence of this Lease, become payable against the leased premises, and will save harmless the Lessee in respect thereof.
11. The Lessee shall, during the term, keep the leased premises and the improvements erected thereon in good and substantial repair. The Lessee shall not construct, erect or place, on the leased premises any improvements without the written consent of the Lessor with the exception of ground stabilization/gravel improvements, addition of additional gates in the existing fence, widening, adding radius, and/or improvement of the entrances from the road to accommodate large vehicles and cargo. Lessee shall maintain the site, provide snow removal on the driveway, install 2 driveway gates and provide signage.
12. The Lessee shall permit access through the yard as needed by the Lessor to the back of the property line adjacent to the pond. For safety, Lessor must use care, maintain a safe speed, and yield to heavy equipment and trucks at all times while on the property.
13. Environmental Obligations
 - a. The Lessee shall immediately carry out all measures necessary to keep the leased premises free and clear of all environmental contaminants or residue (hereinafter referred to as "environmental contamination") resulting from or occurring during the Lessee's occupation or use of the leased premises. The Lessee shall be solely responsible for the cost of all work carried out to correct any environmental contamination which occurs on the leased premises, or which occurs on other lands as a result of the Lessee's occupation or use of the leased premises.
 - b. The Lessee shall comply with the provisions of any federal, state or municipal laws applicable to the leased premises with respect to maintaining a clean environment.

- c. The responsibility of the Lessee to the Lessor with respect to the environmental obligations contained herein and the right of the Lessor to enforce same shall survive the expiration or termination of this Lease.
- d. Should the Lessor suspect that a potential source of environmental contamination may exist on the leased premises, the Lessor shall have the right to enter and inspect the leased premises, in order to conduct, or require the Lessee to conduct, at the Lessee's expense, such tests that may be required to verify the condition of the leased premises.

14. Assignment

- a. The Lessee shall not assign, transfer or sublet any part of the leased premises, without the prior written consent of the Lessor, such consent not to be unreasonably withheld.
 - b. No assignment or sublease of this Lease shall be effective until the Lessee or the Lessee's Assignee has first paid the Lessor its reasonable costs in connection with such assignment or sublease.
- 15.** Both Parties will indemnify and save harmless the other Party against all third-party claims which may be made against the Party resulting from the manner in which the leased premises are used by the other Party or any other acts or omissions of the Responsible Party.
- 16.** Following the Initial Term of the lease, the Lessee may cancel this Lease by giving at least sixty (60) days written notice to the Lessor, at the end of which this Lease and all privileges herein granted shall terminate subject to those covenants, agreed to herein, that are expressly intended to exist past the termination of said lease. Following the Initial Term, Lessor may cancel this Lease by giving at least sixty (60) days written notice to the Lessee, at the end of which this Lease and all privileges herein granted shall terminate subject to those covenants, agreed to herein, that are expressly intended to exist past the termination of said lease.

17. Insurance

- a. Lessee agrees to provide to Lessor a certificate of insurance with the following insurance requirements:
 - i. **General Liability** **\$1,000,000 Limit of Liability**
 - ii. **Auto Liability** **\$1,000,000 Limit of Liability**
 - iii. **Workers Compensation** **Minnesota Statutory Limits**
 - iv. **Notice of cancellation shall be minimum thirty (30) days**

Please add Wabasha Sand, Gravel & Ready-Mixed Company as additional insured on a primary/non-contributory basis under the GL and Auto. Also, please provide a waiver of subrogation under the GL, Auto, and Work Comp.

18. Unless otherwise agreed between the Lessor and the Lessee upon termination, the Lessee shall, prior to the expiration or sooner termination of the term, demolish and remove from the leased premises all buildings, (including foundations), improvements and fixtures, as well as any chattels located thereon, and fill and compact all excavations thereon with gravel or clean fill, and peaceably surrender and yield up to the Lessor the leased premises in a tidy, clean and level condition free and clear of all waste materials, erections and things thereon not belonging to the Lessor, all to the reasonable satisfaction of the Lessor. If the Lessee does not comply, the Lessor, at its option and in its sole discretion, may enforce or carry out such removal and the Lessee shall pay to the Lessor all costs and expenses incurred in so doing. Lessor shall, within 48 hours of Lessee vacating the premises, notify Lessee of any such exceptions and will give Lessee thirty (30) days to complete any repairs or waste removal.
- a. Lessor and Lessee will have joint inspection of the area before the start of the Lease. Lessee will be responsible for all damages, post lease, that occur to the area, unless by act of God. Lessee will be given thirty (30) days to complete all repairs to the Lessor's approval.
 - b. The Lessor may, in writing, waive this requirement wherein such buildings, improvements, fixtures and chattels shall become the sole property of the Lessor without any right to the Lessee for compensation.
 - c. Until such time as the leased premises are cleared or surrendered to the satisfaction of the Lessor, the Lessor is entitled to claim as liquidated damages (and not as a penalty) an amount equivalent to the rents, taxes and any other monies payable hereunder.
19. If any of the goods, or chattels or improvements of the Lessee on the leased premises at any time during the term are seized or taken in execution or attachment by a creditor of the Lessee, or if the Lessee makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of an Act now or hereafter in force for bankrupt or insolvent debtors, the balance of the rent due over the remaining term of the Lease ("the accelerated rent") shall immediately become due and payable and the Lessor may re-enter and take possession of the leased premises.
20. The Lessor may at all reasonable times enter upon the leased premises, to view the state of repair, conditions and use of the leased premises, or to perform any work or repair thereon with 24 hour notice. The Lessor shall be entitled to affix and retain on any part of the exterior of the leased premises a notice that the premises are for rent or sale.
21. The Lessee will not cause any caveat(s) to be registered against the Lessor's Title in respect of the Lease. In the event a caveat is registered, the Lessee will, upon the request of the Lessor, release or cause to be released such registration at its own expense.
22. Time shall be of the essence of this Lease.
23. This Lease shall be construed pursuant to the laws of the city in which the leased premises are situated, as well as any federal legislation that may be applicable.

24. This Lease extends to and binds the respective heirs, executors, administrators, successors and assigns of the parties hereto as the case may be.
25. The waiver by the Lessor of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of a subsequent breach of the same or another term, covenant or condition herein contained.
26. The leased premises are taken by the Lessee without any representation of any kind other than those contained in this Lease on the part of the Lessor or its agent. This Lease and the schedules thereto contain all of the terms, covenants, conditions and agreements between the parties and any alteration of this Lease or Schedules thereto to be binding must be made in writing and signed by both parties.

27. Notices

- a. Any notice to be given under this Lease shall be in writing and shall be validly given if delivered, transmitted by facsimile, emailed, or mailed by prepaid registered mail to the parties as follows:

The Lessor:

Wabasha Sand, Gravel & Ready-Mixed Company
Attention: Stephanie Vargas
905 Church Ave
Wabasha, MN 55981
Winona Office 507-454-5093
Email: svargas@kohnermaterials.com

The Lessee:

City of Wabasha

- b. Or to such other person or address as either party may designate by notice given in accordance with this Lease. Notice shall be deemed to have been initially given on the third (3rd) day following the mailing thereof, or in the case of delivery on the date of delivery or in the case of facsimile transmission or email on the first (1st) business day following the date it was sent. **Email: pwdirector@wabasha.net**
- c. Any communication relating to or any matter of an emergency or operating nature, may be given by any reasonable means. If given verbally or by telephone, such communication shall be confirmed in writing or by electronic communication which can produce a written copy.

SCHEDULES

The provisions of the following Schedules attached hereto shall form part of this Lease as if the same were embodied herein:

Schedule A - Description of Leased Premises (or Lease Sketch/Descriptive Plan)

Schedule B - Licenses

IN WITNESS WHEREOF the parties hereto have executed this lease as of the day and year first above written.

SIGNED AND DELIVERED
in the presence of:

Wabasha Sand, Gravel & Ready-Mixed Company

Witness:

Stephanie Vargas, Shareholder

Date

SIGNED, SEALED AND
DELIVERED in the
presence of:

City of Wabasha

Witness:

Name:

Title:

Date

SCHEDULE "A"

Description of Leased Premises

Land of 100 feet x 200 feet located behind 2206 Hiawatha Drive South, Wabasha, MN 55981. GIS Parcel 27.00118.06, plus the small southern parcel adjacent the main gate to be used for the purpose of entrance/exit.



The parcel boundaries are created and drawn by Wabasha County GIS and are continually updated. The parcels are drawn as accurately as possible, but should not be considered a replacement for a professional land survey.

Aerial Photos were collected in Spring 2019 by Eagleview and are 6"/3" resolution.

Date created: 2/23/2021

Last Data Uploaded: 2/23/2021 11:07:38 AM

Developed by Schneider
GEOSPATIAL

SCHEDULE "B"

Licenses

It is understood that the leased premises may be subject to the existence of licenses or agreements for utilities, telecommunications or licenses of a similar nature. The Lessor reserves the right to grant to others in the future such similar licenses or agreements. The Lessee agrees to allow any and all authorized personnel to enter upon the leased premises for the purpose of constructing, maintaining and repairing such power, telephone, telecommunications lines, in accordance with such agreements. Any relocation **or** alteration of such facilities by the Lessee would be at the sole cost of the Lessee. Lessee shall be allowed to terminate this lease, without penalty, in the event a license holder (utility etc.) adds infrastructure that prevents or in any other way prevents the City from using the premises as a brush pile and burning site for brush and yard waste.

City Council Regular

8. 8.

Meeting Date: 02/04/2025

ITEM TITLE: Toolcat yearly purchase

DEPARTMENT: Public Works

PURPOSE:

Discuss the yearly toolcat rotation proposal.

ITEM SUMMARY:

We will need to rotate our toolcat in the next month or two and the new one needs to be ordered. We have worked out an arrangement with the bobcat company to purchase a new toolcat every year for \$5,000. We purchase with state bid pricing, keep it under full warranty, and do not need to replace tires. So far the rotation is working well.

City Council Regular

8. 9.

Meeting Date: 02/04/2025

ITEM TITLE: 1-7-25 Council Minutes

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Minutes from 1/7/2025

Attachments

1-7-25 Minutes

DRAFT

Council Members:

First Ward: John Friedmeyer, Gene Jensen

Second Ward: Tim Wallerich, Brian Wodele

Third Ward: Dean Meurer, Jeff Sulla

Mayor: Emily Durand

City Attorney: Mike Flaherty

City Administrator: Caroline Gregerson

Deputy Clerk: Jessica Bruce

Date: January 7, 2025

PROCEEDINGS OF THE CITY COUNCIL

The regular meeting of the City Council of the City of Wabasha was held on Tuesday, January 7, 2025, and was called to order at 6:00 p.m. by Mayor Durand. Council Members Sulla and Meurer attended the meeting remotely. Roll call votes were conducted on all motions.

Present: Council Member John Friedmeyer; Council Member Dean Meurer; Council Member Brian Wodele; Council Member Jeff Sulla; Mayor Emily Durand; Council Member Tim Wallerich

Absent: Council Member Eugene Jensen

All present stood and recited the Pledge of Allegiance.

1. **Pledge of Allegiance**

2. **Guest Speaker - None**

3. **Public Comments**

Mayor Durand reviewed the public hearing procedure.

Kay Kay, 224 Third Street East, Wabasha, inquired regarding a \$5,000 expense for membership in the League of Minnesota Cities. Mayor Durand discussed the resources, education, and advocacy services provided by the League of Minnesota Cities.

Bill Kay, 224 Third Street East, Wabasha, referenced past Council discussion of a nuisance property. He stated that the property reflects on the community and its citizens. He urged the City Council to enforce the ordinance. Mayor Durand stated that a public hearing would be conducted regarding this matter later during the meeting.

4. **Changes or Additions to Agenda**

City Administrator Gregerson highlighted last-minute additions to the agenda.

5. **Mayor's Presentation - Mayor Emily Durand**

Mayor Durand expressed appreciation to City staff and commented that City Administrator Gregerson will be reviewing a list of 2024 accomplishments later during the meeting. She referenced appointments that will be approved via the consent agenda. She commented regarding the National Bird designation that was recently passed unanimously by both the House and the Senate, with support from Senators Amy Klobuchar and Tina Smith and

other legislators. She discussed a virtual tour of the library.

6. **Committee Reports and Wabasha Good News**

Utilities Commission: Council Member Wodele reported that this commission did not meet last month due to a quorum issue.

Port Authority: Council Member Friedmeyer summarized topics of discussion during a recent meeting, including the successful facade improvement grant program and project updates. He stated that City Administrator Gregerson attended a recent meeting of the Minnesota Ports Association.

Park Board: There was no recent meeting.

Street Commission: There was no recent meeting.

Planning Commission: There was no recent meeting.

Ambulance Commission: Ambulance Director Marking discussed a vacancy on the Ambulance Commission.

7. **Administrator's Report - Caroline Gregerson**

City Administrator Gregerson referenced 2024 Departmental accomplishments (<https://www.wabasha.org/wp-content/uploads/2024-Departmental-Accomplishments.pdf>).

8. **Consent Agenda**

Mayor Durand reviewed the consent agenda.

Moved by Council Member Brian Wodele, seconded by Council Member Tim Wallerich to approve the consent agenda as presented.

Vote: 6 - 0 Adopted - Unanimously

Other: Council Member Eugene Jensen (ABSENT)

1. 12-3-24 Regular City Council Minutes

2. Library Board Member Appointment

3. Fee Schedule

Appointments and Annual Designations 2025

5. Approval of Annual Licenses

6. Gambling Permit Applications

7. Temporary Liquor Licenses

8. January Warrants

9. Coalition of Greater Minnesota Cities 2024 Membership Dues \$5378
10. New Ambulance Price Increase
11. 12-18-2024 Special CC Minutes
12. Fire Department Volunteers

9. **Public Hearing**

1. Public Hearing on 936 Grant Boulevard Nuisance Order
Mayor Durand referenced past discussion of this topic.

City Administrator Gregerson stated that the public hearing was tabled from the last meeting.

Police Chief Joe Stark provided an update. He stated that there has been significant organization of some of the equipment but no real decrease in the number of items.

Kurt Knuesel introduced himself as an attorney representing Lance Binner. He discussed improvements that have been made since the last Council meeting. He expressed concerns about the violation notification process and highlighted errors on the draft resolution, including parcel identification numbers and the nature of the violation. He stated that all vehicles have been properly licensed. He provided a definition of the term "junk" and referenced what he called an embellishment or interpretation of this term. He submitted current photos of the properties under discussion. He discussed the vintage lawnmowers and lawn tractors that are displayed on the property for sale. He noted that the parcels under discussion are zoned General Commercial for decades and has been used for commercial endeavors. He stated that all of the equipment has been inventoried. He reviewed permitted uses in the General Commercial zone. He described Mr. Binner's commercial business activities at West Side Power Equipment Sales and the need for an outdoor sales area. He quoted the definition of retail sales uses from the Zoning Code. He discussed the court proceedings that would occur if the proposed resolution is adopted. He provided photographic evidence that progress has been made to clean up the property. He suggested tabling the resolution and working with Mr. Binner to resolve the issue and avoid expensive court proceedings. City Administrator Gregerson clarified the resolution language and referenced the parcel identification numbers.

Mayor Durand reviewed the public hearing procedure and opened the public hearing for this item at 6:40 p.m.

Bill Kay, 224 Third Street East, Wabasha, discussed the social contract that business owners have for their businesses to reflect positively on the community. He stated that the fact that clean-up has occurred demonstrates that there was an issue to be resolved.

Kay Kay, 224 Third Street East, Wabasha, discussed the matter from an economic development point of view. She stated that some communities have beautification programs to make their communities attractive to prospective investors. She noted that Wabasha wants to be viewed as a vibrant river town for tourists to visit. She described the negative impacts of junk. She commented that the process has been ongoing since September and urged the Council to take action.

Council Member Sulla asked whether the trailers on the property are licensed. He stated that he was unaware that there was an actual business on the property, commenting that it just looks like a junkyard. He asked for evidence of retail sales. Attorney Knuesel stated that the trailers are licensed and discussed retail sales. Mr. Binner provided additional comments.

Chanel Melin, 223 West Third Street, Wabasha, commented regarding the cost of court proceedings and suggested working together first.

City Administrator Gregerson clarified the parcel identification numbers.

Mayor Durand commented that everyone wants to see the situation rectified, noting that the property owner needs to come into compliance and stay in compliance. She referenced the number of complaints about the property. She stated that the property does not look like an outdoor sales lot. She reviewed the process that has occurred to this point. She stated that the City Council is obligated to follow the proper procedures in this matter.

Kay Kay, Wabasha, stated that the solution needs to be good for Mr. Binner and good for the community.

Mayor Durand reiterated that the City Council is accountable to enforcing City ordinances. No one else spoke during the public hearing. Mayor Durand closed the public hearing at 6:55 p.m.

City Attorney Flaherty referenced the City Code and outlined options for Council action. He stated that there are other City Code provisions, in addition to what was noticed, and provided examples. He stated that the resolution language reflects the facts that existed at the time that the resolution was drafted, adding that further investigation may be needed. He noted that current photographs could be added to the record. He recommended tabling action and proceeding with a new notice.

Council Member Friedmeyer asked what would happen to the current notice, and City Attorney Flaherty stated that the notice could be amended.

City Administrator Gregerson referenced past discussion of offering an extension of time to clean up the property. Council Member Wodele suggested tabling action on the resolution and setting a date by which the property needs to be cleaned up, at which point further action could be taken if necessary. City Attorney Flaherty discussed the condition of the property and suggested consideration of a potential nuisance ordinance amendment that would better clarify the language.

Attorney Knuesel suggested exercising caution when considering modifications to the City Code, describing it as a slippery slope.

Bill Kay, Wabasha, inquired regarding measures of success in terms of the end result

Council Member Friedmeyer suggested tabling action and reviewing the ordinance language. Council Member Wallerich spoke in opposition to amending the ordinance language, describing it as a can of worms. He recommended re-issuing the notice and allowing an extension to clean up the property until March, noting that this issue has dragged on for months.

A motion was made by Council Member Wodele to table the matter until June, work on ordinance revision, and monitor progress. The motion failed due to the lack of a second.

Mayor Durand inquired regarding the procedure and the Findings of Fact to support the Council's action. She stated that the original notice would need to be updated. City Attorney Flaherty clarified the procedure and referenced the rights of the property owner.

Council Member Wallerich suggested re-issuing the notice for all three properties and include the current photos, which would reset the date and restart the process. He spoke against dragging the process out until June or July.

Council Member Wodele expressed his hope that the condition of the property will improve such that it will no longer be considered a nuisance. Council Member Friedmeyer commented that a lot of progress has been made.

2. Adopt City Council Resolution 48-2024 Findings, Conclusions, and Order of Abatement of Wabasha City Council for 918 Grant Blvd, 930 Grant, 936 Grant.

Moved by Council Member Tim Wallerich, seconded by Council Member Jeff Sulla to not adopt the current resolution, re-issue a notice to include all three properties, update the photos, and update the nuisance ordinance language. Following the vote, the process and next steps were clarified.

Vote: 5 - 1 Adopted

NAY: Council Member Brian Wodele

Other: Council Member Eugene Jensen (ABSENT)

3. Public Hearing Changes to City Code Chapter 31 Park Board
City Administrator Gregerson provided background information. She reviewed a proposal for City residents and property owners to be eligible to serve on the Park Board.

Mayor Durand opened the public hearing for this item at 7:19 p.m. No one spoke during the public hearing. Mayor Durand closed the public hearing at 7:20 p.m.

Moved by Council Member Tim Wallerich, seconded by Council Member John Friedmeyer to approve the changes to Park Board eligibility as proposed.

Vote: 6 - 0 Adopted - Unanimously

Other: Council Member Eugene Jensen (ABSENT)

10. **General Business**

1. Elect 2025 Council President
Council Member Friedmeyer nominated Council Member Wallerich to serve as Council President. Council Member Wallerich accepted the nomination.

Moved by Council Member John Friedmeyer, seconded by Council Member Brian Wodele to elect Council Member Wallerich to serve as City Council President for 2025.

Vote: 6 - 0 Adopted - Unanimously

Other: Council Member Eugene Jensen (ABSENT)

2. First Read Change to City Ordinance Chapter 31 Park Board
Mayor Durand reviewed the ordinance language revision.

3. 2024 Departmental Accomplishments

City Administrator Gregerson reviewed 2024 accomplishments for each department. She discussed projects that were completed, community outreach activities and events, system upgrades, operational efficiencies, and staffing updates. She reviewed police, fire, and ambulance call statistics and provided comparison information from previous years. She discussed financial assistance from surrounding townships toward ambulance services. She discussed library programming. She reviewed revenue data and discussed grant funding toward projects. She discussed a market-rate apartment building project. She referenced continued discussions about child care. She stated that the document will be made available to the public.

City Administrator Gregerson discussed planned 2025 projects and referenced a new employee feedback process and a new paramedic pilot program. She suggested scheduling a workshop for discussion of a Strategic Plan update and suggested that the City Council consider adopting a Vision and Values Statement. The Mayor and Council Members expressed appreciation to City staff for all of the accomplishments and agreed with scheduling a workshop to discuss Strategic Plan updates. It was suggested to form a work group to draft a Vision and Values Statement, and Mayor Durand and Council Member Wallerich volunteered to assist in this regard.

4. Building Discussion

Mayor Durand provided background information and referenced the building study. City Administrator Gregerson inquired regarding additional data that would help make the discussion more productive, such as financial information. Council Member Friedmeyer stated that he would be interested in how the Port Authority can leverage funds. Mayor Durand suggested soliciting feedback from department heads and provided examples. Workshop scheduling was discussed.

5. Township Contributions

City Administrator Gregerson provided background information and reviewed feedback from the Ambulance Commission related to township contributions. She suggested drafting a press release or letter encouraging township residents to support township contributions toward emergency medical services. Council Members spoke in support of a press release. The process of approving annual township budgets was reviewed. The structure and content of the press release were discussed.

11. **Donations**

1. Donation Resolution
Mayor Durand reviewed the January donations:

LIBRARY

\$500 – Anonymous

\$100 – Patricia & Thomas Haskett

AMBULANCE

\$2,000 - Anonymous

FIRE DEPARTMENT
\$500 – Dan & Jeni Arnold

Moved by Council Member Tim Wallerich, seconded by Council Member Brian Wodele to adopt Resolution 01-2025 accepting the donations.

Vote: 6 - 0 Adopted - Unanimously

Other: Council Member Eugene Jensen (ABSENT)

12. **Information - Financials Emailed to Council**

13. **Announcements**

14. **Adjournment**

Moved by Council Member Dean Meurer, seconded by Council Member Jeff Sulla to adjourn the meeting. The meeting adjourned at 7:57 p.m.

Vote: 6 - 0 Adopted - Unanimously

Other: Council Member Eugene Jensen (ABSENT)

Jessica Bruce, Deputy Clerk

City Council Regular

8. 10.

Meeting Date: 02/04/2025

ITEM TITLE: February Warrants

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Attachments

February Warrants

CITY OF WABASHA COUNCIL PAYABLES

01/30/25 2:05 PM

Page 1

PROG Descr	Search Name	Account Descr	Amount	Comments
Administration				
Administration	THE LEADERSHIP GROWTH GROUP	E 100-410-41500-308 Continuing Ed	\$600.00	2025 LEADERSHIP GROWTH GROUP SER
Administration	NEOGOV	E 100-410-41500-308 Continuing Ed	\$408.80	ANNUAL TRAINING SUBSCRIPTIONS - CI
Administration	VISA	E 100-410-41500-308 Continuing Ed	\$350.00	2025 MN PUBLIC FINANCE SEMINAR
Administration	WATER SYSTEMS COMPANY	E 100-410-41500-311 Contractor Fees	\$19.20	CITY HALL WATER COOLER
Administration	WATER SYSTEMS COMPANY	E 100-410-41500-311 Contractor Fees	\$14.98	CITY HALL WATER COOLER
Administration	VISA	E 100-410-41500-311 Contractor Fees	\$14.33	FINANCE CHARGES
Administration	VISA	E 100-410-41500-311 Contractor Fees	\$0.40	FINANCE CHARGE
Administration	VISA	E 100-410-41500-330 Meeting Expense	\$139.99	MEETING SUPPLIES
Administration	J & R ENTERPRISES INC	E 100-410-41500-350 Printing and Binding	\$101.10	1099 NEC LASER COPY C AND/OR 2
Administration	VALLEY PUBLICATIONS, INC	E 100-410-41500-351 Legal Notice Publishing	\$377.40	PUBLIC HEARING ADVERTISEMENTS
Administration	VISA	E 100-410-41500-433 Dues and Subscriptions	\$6.90	POOL LATE FEES
Administration	VISA	E 100-410-41500-433 Dues and Subscriptions	\$42.92	ADOBE SUBSCRIPTION X 2
Administration	WABASHA AREA LIONS	E 100-410-41500-433 Dues and Subscriptions	\$50.00	MEMBERSHIP DUES JAN - JUNE
Administration	SEMLM	E 100-410-41500-433 Dues and Subscriptions	\$50.00	CITY MEMBERSHIP DUES
Administration	VISA	E 100-410-41500-433 Dues and Subscriptions	\$70.00	MN GOVT FINANCE OFFICERS ASSOCIAT
Administration	VISA	E 100-410-41500-433 Dues and Subscriptions	\$50.00	SEMLM MEMBERSHIP DUES
Administration			\$2,296.02	
Ambulance				
Ambulance	VISA	E 100-420-42500-206 Training Center Expenditures	\$61.20	CHOCOLATE ESCAPE
Ambulance	KWIK TRIP INC	E 100-420-42500-212 Motor Fuels	\$479.19	AMBULANCE FUEL
Ambulance	AIRGAS USA LLC	E 100-420-42500-215 Oxygen-Supplies	\$221.05	AMBULANCE OXYGEN SERVICES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	\$670.14	MEDICAL SUPPLIES
Ambulance	BOUND TREE MEDICAL, LLC	E 100-420-42500-217 Medical Supplies	\$371.48	MEDICAL SUPPLIES
Ambulance	GUNDERSEN ST ELIZ HOSP & CLINIC	E 100-420-42500-217 Medical Supplies	\$26.10	IV CONNECTORS
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	\$37.36	MEDICAL SUPPLIES
Ambulance	INNOVATIVE CHIROPRACTIC CENTE	E 100-420-42500-217 Medical Supplies	\$643.72	IV START KIT, CATHETER AND IV EXTEN
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	\$120.15	MEDICAL SUPPLIES
Ambulance	LIFE-ASSIST, INC	E 100-420-42500-217 Medical Supplies	\$150.90	MEDICAL SUPPLIES
Ambulance	VISA	E 100-420-42500-308 Continuing Ed	\$1,150.00	AAROWHEAD EMERGENCY MEDICAL
Ambulance	VISA	E 100-420-42500-308 Continuing Ed	\$463.00	ARROWHEAD EMERGENCY MEDICAL
Ambulance	NEOGOV	E 100-420-42500-308 Continuing Ed	\$408.80	ANNUAL TRAINING SUBSCRIPTIONS - A
Ambulance	ECP SERVICES, LLC	E 100-420-42500-311 Contractor Fees	\$2,297.45	DECEMBER COMMISSIONS
Ambulance	HBC	E 100-420-42500-321 Telephone	\$60.13	AMBULANCE PHONE SERVICES
Ambulance	VISA	E 100-420-42500-331 Travel Expense	\$333.98	INN ON LAKE SUPERIOR
Ambulance	STACY ARENS	E 100-420-42500-331 Travel Expense	\$316.53	REIMBURSEMENT DULUTH CONFRENCE

PROG Descr	Search Name	Account Descr	Amount	Comments
Ambulance	JADE SHINGLETON	E 100-420-42500-331 Travel Expense	\$66.06	MEAL REIMBURSEMENT
Ambulance	CINDY SHEELEY	E 100-420-42500-331 Travel Expense	\$28.20	MEAL REIMBURSEMENTS
Ambulance	XCEL ENERGY	E 100-420-42500-381 Electric/Gas Utility	\$185.31	AMBULANCE GARAGE
Ambulance	CLEARWAY COMMUNITY SOLAR LLC	E 100-420-42500-381 Electric/Gas Utility	\$42.85	AMBULANCE SOLAR
Ambulance	VISA	E 100-420-42500-388 Lodging	\$110.27	AMERICINN
Ambulance	VISA	E 100-420-42500-388 Lodging	\$110.27	AMERICINN
Ambulance	VISA	E 100-420-42500-388 Lodging	\$110.27	AMERICINN
Ambulance	CULLIGAN	E 100-420-42500-409 Maintenance Agreements	\$59.00	WATER SOFTNER RENTAL
Ambulance	CULLIGAN	E 100-420-42500-409 Maintenance Agreements	\$59.00	TWIN WATER SOFTNER RENTAL
Ambulance	SHRED-IT	E 100-420-42500-409 Maintenance Agreements	\$269.01	STERI-SAFE PREFERRED OSHA
Ambulance	SHRED-IT	E 100-420-42500-409 Maintenance Agreements	\$269.01	STERI-SAFE PREFERRED OSHA
Ambulance	VISA	E 100-420-42500-414 Vehicle Maintenance	\$51.54	ETSY
Ambulance	VISA	E 100-420-42500-433 Dues and Subscriptions	\$14.00	PIONEER PRESS
Ambulance	VISA	E 100-420-42500-433 Dues and Subscriptions	\$0.99	POST BULLETIN
Ambulance	VISA	E 100-420-42500-433 Dues and Subscriptions	\$52.81	FINANCE CHARGE & LATE FEE
Ambulance	LEAGUE OF MN CITIES INSURANCE	E 100-420-42500-436 Insurance Deductible for Claim	\$194.44	WORKMANS COMP DEDUCTIBLE
Ambulance	CALLIE CARRELS	E 100-420-42500-437 Misc Licenses and Permits	\$25.00	RECERTIFICATION FEE
Ambulance	VISA	E 100-420-42500-581 Uniforms	\$358.68	RED WING BRANDS OF AMERICA
Ambulance			<u>\$9,817.89</u>	
Debt Service Funds				
Debt Service Funds	FIRST INDEPENDENT BANK	E 399-470-47000-601 Bond Principal	\$50,000.00	BOND PRINCIPAL
Debt Service Funds	FIRST INDEPENDENT BANK	E 399-470-47000-601 Bond Principal	\$50,000.00	BOND PRINCIPAL
Debt Service Funds	FIRST INDEPENDENT BANK	E 399-470-47000-611 Bond Interest	\$4,815.00	BOND INTEREST
Debt Service Funds	FIRST INDEPENDENT BANK	E 399-470-47000-611 Bond Interest	\$4,815.00	BOND INTEREST
Debt Service Funds			<u>\$109,630.00</u>	
Emergency Management				
Emergency Management	KEY ELECTRIC & AUTOMATION	E 100-420-42400-387 Emergency Mgmt/Flood Expense	\$4,430.00	MALONE PARK WIRING
Emergency Management	WABASHA COUNTY EMERGENCY MN	E 100-420-42400-433 Dues and Subscriptions	\$846.00	ANNUAL CODE RED FEE
Emergency Management	VISA	E 100-420-42400-433 Dues and Subscriptions	\$200.00	AMEM ANNUAL DUES
Emergency Management			<u>\$5,476.00</u>	
Engineering				
Engineering	CONSTRUCTION MANAGEMENT SER	E 100-410-41300-315 Building Inspector Fees	\$753.89	BUILDING INSPECTIONS
Engineering	RED WING WORDSMITH	E 100-410-41300-317 Consultant Fees	\$97.60	PLANNING COMMISSION MEETING MINU
Engineering	VISA	E 100-410-41300-435 Bldg.Permit Surcharge-State	\$371.90	4TH QUARTER STATE SURCHARGE FEES
Engineering			<u>\$1,223.39</u>	
Fire Protection				
Fire Protection	WABASHA COUNTY	E 100-420-42200-212 Motor Fuels	\$80.15	FIRE DEPARTMENT GAS
Fire Protection	WABASHA COUNTY	E 100-420-42200-212 Motor Fuels	\$36.15	FIRE DEPARTMENT DIESEL

PROG Descr	Search Name	Account Descr	Amount	Comments
Fire Protection	KWIK TRIP INC	E 100-420-42200-212 Motor Fuels	\$59.48	FIRE DEPARTMENT FUEL
Fire Protection	VISA	E 100-420-42200-219 General Supplies	\$30.00	fire department decal
Fire Protection	VISA	E 100-420-42200-219 General Supplies	\$36.03	FINANCE CHARGES
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-221 Equipment Maintenance/Parts	\$67.80	DIESEL SUPPLEMENT & BLUE DEF PLATI
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-221 Equipment Maintenance/Parts	\$11.69	1.5 QT DBLCAP FUNNEL
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-221 Equipment Maintenance/Parts	\$17.81	FUEL STABILIZER 32OZ
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-221 Equipment Maintenance/Parts	\$267.78	ROTT4TR
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-221 Equipment Maintenance/Parts	\$82.88	COOLANT
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-221 Equipment Maintenance/Parts	\$51.98	ICON WIPER BLADE
Fire Protection	DICK S AUTO PARTS	E 100-420-42200-221 Equipment Maintenance/Parts	\$60.04	CLEANING BRUSH, FRAM ANT GREEN, B
Fire Protection	VISA	E 100-420-42200-221 Equipment Maintenance/Parts	\$1,679.92	LUCKY JOHN USA NORFIN US
Fire Protection	VISA	E 100-420-42200-221 Equipment Maintenance/Parts	\$111.67	HOME DEPOT WFD BENCH SUPPLIES
Fire Protection	BAKER S WELDING & TRUCK REPAIR	E 100-420-42200-221 Equipment Maintenance/Parts	\$365.00	STEEL
Fire Protection	SJF MATERIAL HANDLING, INC.	E 100-420-42200-221 Equipment Maintenance/Parts	\$1,258.74	RACKS
Fire Protection	INTERSTATE BUILDING & SUPPLY	E 100-420-42200-223 Building Maint/Repair Supplies	\$605.22	WABASHA FIRE DEPARTMENT SUPPLIES
Fire Protection	VISA	E 100-420-42200-223 Building Maint/Repair Supplies	\$558.12	TRIPP LITE POWER STRIPS
Fire Protection	VISA	E 100-420-42200-308 Continuing Ed	\$160.00	MN STATE FIRE CHIEFS ASSOC
Fire Protection	VISA	E 100-420-42200-308 Continuing Ed	\$570.00	DULUTH FOTOS ATTENDEE
Fire Protection	VISA	E 100-420-42200-308 Continuing Ed	\$219.58	MEAL FOR TRAINING
Fire Protection	VISA	E 100-420-42200-308 Continuing Ed	\$399.88	PIER B RESORT FOR TRAINING
Fire Protection	VISA	E 100-420-42200-308 Continuing Ed	\$891.06	DOUBLE TREE
Fire Protection	HBC	E 100-420-42200-321 Telephone	\$108.05	FIRE PHONE SERVICES
Fire Protection	VISA	E 100-420-42200-322 Postage	\$11.95	MAILING OF MN GAMBLING AUDIT
Fire Protection	XCEL ENERGY	E 100-420-42200-381 Electric/Gas Utility	\$1,019.54	FIRE HALL
Fire Protection	XCEL ENERGY	E 100-420-42200-381 Electric/Gas Utility	\$16.70	FIRE SIREN
Fire Protection	XCEL ENERGY	E 100-420-42200-381 Electric/Gas Utility	\$15.50	FIRE SIREN
Fire Protection	XCEL ENERGY	E 100-420-42200-381 Electric/Gas Utility	\$17.22	FIRE SIREN
Fire Protection	FIRE SAFETY USA	E 100-420-42200-581 Uniforms	\$12,208.05	TURN OUT GEAR - 80% REIMBURSEMEN
Fire Protection	TIM CARRELS CONSTRUCTION	E 501-420-42200-500 CAPITAL OUTLAY	\$84,116.00	CERTIFICATE FOR PAYMENT
Fire Protection			\$105,133.99	
General Govt Bldg City Hall				
General Govt Bldg City Hall	VISA	E 100-410-41900-200 Office Supplies	\$308.93	DONGLES AND COMPUTER MONITORS
General Govt Bldg City Hall	VISA	E 100-410-41900-200 Office Supplies	\$322.25	MISC OFFICE SUPPLIES FOR CITY HALL
General Govt Bldg City Hall	VISA	E 100-410-41900-200 Office Supplies	\$120.37	MISC OFFICE SUPPLIES
General Govt Bldg City Hall	VISA	E 100-410-41900-211 Cleaning/Janitorial Supplies	\$10.74	CLEANING SUPPLIES
General Govt Bldg City Hall	CINTAS	E 100-410-41900-211 Cleaning/Janitorial Supplies	\$133.41	RUG SERVICES
General Govt Bldg City Hall	WABASHA COUNTY D. A. C.	E 100-410-41900-313 Cleaning Services	\$240.75	CLEANING CREW
General Govt Bldg City Hall	CINTAS	E 100-410-41900-313 Cleaning Services	\$133.41	CITY HALL RUGS
General Govt Bldg City Hall	HBC	E 100-410-41900-321 Telephone	\$244.15	CITY HALL PHONE SERVICES
General Govt Bldg City Hall	CLEARWAY COMMUNITY SOLAR LLC	E 100-410-41900-381 Electric/Gas Utility	\$221.72	CITY HALL SOLAR

PROG Descr	Search Name	Account Descr	Amount	Comments
General Govt Bldg City Hall			\$1,735.73	
Independent Accounting/Audit				
Independent Accounting/A	ABDO ABDO EICK & MEYERS LLP	E 100-410-41700-301 Auditing and Accounting Serv.	\$10,000.00	CERTIFIED AUDIT SERVICES FOR 2024
Independent Accounting/A	WABASHA COUNTY	E 100-410-41700-307 Auditor Fees	\$60.00	2024 AUDIT SENT TO ABDO
Independent Accounting/A	DAVID DROWN ASSOCIATES	E 100-410-41700-317 Consultant Fees	\$1,500.00	2023 TAX INCREMENT FINANCE REPORT
Independent Accounting/Audit			\$11,560.00	
IT Department				
IT Department	ON-SITE COMPUTERS INC	E 100-410-41920-312 Computer Support	\$622.08	PAYMENT OF INVOICES AND INCLUDES
IT Department	HBC	E 100-410-41920-320 Internet/Website Service	\$641.37	INTERNET SERVICES
IT Department	VISION DESIGN GROUP INC	E 100-410-41920-320 Internet/Website Service	\$360.00	ANNUAL HOSTING JUNE - JANUARY
IT Department			\$1,623.45	
Legal				
Legal	FLAHERTY & HOOD, P.A.	E 100-410-41800-304 Legal Fees	\$1,520.00	GENERAL MUNICIPAL MATTERS
Legal	FLAHERTY & HOOD, P.A.	E 100-410-41800-304 Legal Fees	\$82.50	GENERAL MUNICIPAL MATTERS
Legal	WABASHA COUNTY	E 100-410-41800-304 Legal Fees	\$2,000.00	LEGAL SERVICES - JANUARY
Legal			\$3,602.50	
Library				
Library	NEOGOV	E 211-471-47100-308 Continuing Ed	\$490.56	ANNUAL TRAINING SUBSCRIPTIONS - LI
Library	HBC	E 211-471-47100-321 Telephone	\$99.08	LIBRARY PHONE SERVICES
Library			\$589.64	
Mayor and Council				
Mayor and Council	VISA	E 100-410-41100-330 Meeting Expense	\$340.00	CGMC 2025 LEGISLATIVE ACTION DAY
Mayor and Council	CGMC	E 100-410-41100-433 Dues and Subscriptions	\$5,378.00	CGMC 2024-2025 GENERAL MEMBERSHI
Mayor and Council			\$5,718.00	
Miscellaneous				
Miscellaneous	VISA	E 100-490-45400-430 Miscellaneous	\$505.32	POSTAGE FOR CALENDARS REFUNDED B
Miscellaneous	WABASHA KELLOGG SOFTBALL ASSO	E 100-490-45400-440 Summer Recreation	\$4,000.00	SUMMER RECREATION
Miscellaneous	FALCON YOUTH BASEBALL ASSOC	E 100-490-45400-440 Summer Recreation	\$4,000.00	SUMMER RECREATION
Miscellaneous	WABASHA CHAMBER OF COMMERCE	E 100-490-45400-449 City Publicity	\$15,000.00	CITY PUBLICITY
Miscellaneous	SILENCER SHOP	E 202-490-45400-430 Miscellaneous	\$1,268.25	SILENCER TURBO MUZZLE DEVICE
Miscellaneous	VISA	E 202-490-45400-430 Miscellaneous	\$53.96	MAGPUL MBUS 3 FRONT & REAR SIGHT
Miscellaneous	VISA	E 202-490-45400-430 Miscellaneous	\$1,091.98	PSA 11.5" CARBINE LENGTH M- LOCK UP
Miscellaneous	ANCOM	E 502-490-45400-478 Reception Center	\$184.50	IMPRES 2 SINGLE UNIT CHARGER
Miscellaneous	MOTOROLA SOLUTIONS INC	E 502-490-45400-478 Reception Center	\$385.50	RADIO SUPPLIES
Miscellaneous	TONY JOHNSON	E 502-490-45400-478 Reception Center	\$55.95	MEAL REIMBURSEMENT - TRAINING
Miscellaneous			\$26,545.46	

PROG Descr	Search Name	Account Descr	Amount	Comments
Planning & Community Developme				
Planning & Community De	RED WING WORDSMITH	E 100-420-42300-311 Contractor Fees	\$36.80	11-25-2024 HPC MEETING MINUTES
Planning & Community De	BOLTON AND MENK INC	E 100-420-42300-311 Contractor Fees	\$1,853.00	PLANNING & ZONING SVCS
Planning & Community De	WABASHA MAIN STREET	E 100-420-42300-455 MAIN STREET ALLOCATION	\$6,000.00	Main Street Payment (per 2025 Budget)
Planning & Community De	NORTHLAND TRUST SERVICES	E 350-410-42300-601 Bond Principal	\$25,000.00	ATHLETIC FIELD COMPLEX BOND PRINCI
Planning & Community De	NORTHLAND TRUST SERVICES	E 350-410-42300-611 Bond Interest	\$34,700.00	ATHLETIC FIELD COMPLEX BOND INTER
Planning & Community Developme			\$67,589.80	
Police Protection				
Police Protection	WABASHA COUNTY	E 100-420-42100-212 Motor Fuels	\$1,252.54	POLICE GAS
Police Protection	KWIK TRIP INC	E 100-420-42100-212 Motor Fuels	\$3.21	POLICE GAS
Police Protection	HILLS HARDWARE HANK	E 100-420-42100-219 General Supplies	\$2.89	DOUBLE CUT KEY
Police Protection	VISA	E 100-420-42100-219 General Supplies	\$147.96	OTTERBOX
Police Protection	VISA	E 100-420-42100-219 General Supplies	\$25.98	CHARGERS
Police Protection	VISA	E 100-420-42100-219 General Supplies	\$31.96	FINANCE CHARGES
Police Protection	VISA	E 100-420-42100-219 General Supplies	\$294.44	SCREEN PROTECTORS & PHONE CASES
Police Protection	DICK S AUTO PARTS	E 100-420-42100-221 Equipment Maintenance/Parts	\$6.40	REAR MIRROR ADHESIVE
Police Protection	DICK S AUTO PARTS	E 100-420-42100-221 Equipment Maintenance/Parts	\$17.09	MISC SUPPLIES
Police Protection	MOSAIC FORD LAKE CITY	E 100-420-42100-221 Equipment Maintenance/Parts	\$487.06	2022 FORD EXPLORER CHEWED WIRE R
Police Protection	PAUL BUSCH AUTO CENTER, INC	E 100-420-42100-221 Equipment Maintenance/Parts	\$342.37	2021 INTERCEPTOR COOLANT LEAK
Police Protection	VISA	E 100-420-42100-308 Continuing Ed	\$536.00	BREEZY POINT
Police Protection	VISA	E 100-420-42100-308 Continuing Ed	\$75.00	BCA TRAINING
Police Protection	VISA	E 100-420-42100-308 Continuing Ed	\$29.60	MIDWAY USA
Police Protection	NEOGOV	E 100-420-42100-308 Continuing Ed	\$81.76	ANNUAL TRAINING SUBSCRIPTIONS - PO
Police Protection	VERIZON WIRELESS	E 100-420-42100-321 Telephone	\$160.08	POLICE MOBILE INTERNET
Police Protection	WABASHA COUNTY	E 100-420-42100-412 Building Rent	\$1,102.50	LEASE AGREEMENT MONTHLY RENT - JA
Police Protection	WABASHA COUNTY	E 100-420-42100-412 Building Rent	\$1,102.50	CJC LEASE FEBRUARY RENT
Police Protection	VISA	E 100-420-42100-433 Dues and Subscriptions	\$376.00	VOTING DUES FOR CHIEF OF POLICE
Police Protection	WABASHA COUNTY	E 100-420-42100-433 Dues and Subscriptions	\$500.00	LEADS ONLINE PD CONTRIBUTION
Police Protection	WABASHA COUNTY HERALD	E 100-420-42100-433 Dues and Subscriptions	\$58.00	POLICE SUBSCRIPTION
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$130.49	BOOTS - UNIFORM EXPENSE
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$180.92	CLOTHS - UNIFORM EXPENSE
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$117.35	SITKA - UNIFORM EXPENSE
Police Protection	STREICHER S	E 100-420-42100-581 Uniforms	\$180.99	UNIFORM PANTS
Police Protection	STREICHER S	E 100-420-42100-581 Uniforms	\$36.99	GLOVE HOLDER AND BOOT LACES
Police Protection	STREICHER S	E 100-420-42100-581 Uniforms	\$1,842.89	TRAUMA PLATE, NAME TAG, &CARRIERS
Police Protection	STREICHER S	E 100-420-42100-581 Uniforms	\$1,842.89	VEST
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$27.00	KINGS PLAVE TRAINING
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$307.00	UNIFORMS
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$10.99	TETHER ATTACHMENT ACCESSORY
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$128.13	UNIFORM BOOTS

PROG Descr	Search Name	Account Descr	Amount	Comments
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$715.95	UNIFORM ITEMS
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$120.97	UNIFORM ITEMS
Police Protection	VISA	E 100-420-42100-581 Uniforms	\$148.17	UNIFORM BOOTS
Police Protection	VISA	E 502-420-42100-472 Grants/Donations	\$250.00	MAGPUL MBUS 3 FRONT & REAR SIGHT
Police Protection			\$12,674.07	
Pool				
Pool	HBC	E 100-450-45300-321 Telephone	\$25.71	POOL RESERVATION OF PHONE LINE
Pool	CLEARWAY COMMUNITY SOLAR LLC	E 100-450-45300-381 Electric/Gas Utility	\$223.24	POOL SOLAR
Pool	MINNESOTA DEPT OF HEALTH	E 100-450-45300-437 Misc Licenses and Permits	\$830.00	POOL LICENSE RENEWAL
Pool			\$1,078.95	
Port Authority & Dev. Agency				
Port Authority & Dev. Agen	MPCA FISCAL SERVICES	E 200-472-46500-311 Contractor Fees	\$375.00	Wabasha Area Food Share and Grandpa's
Port Authority & Dev. Agen	MPCA FISCAL SERVICES	E 200-472-46500-311 Contractor Fees	\$525.00	Wabasha Area Food Share and Grandpa's
Port Authority & Dev. Agen	CAROLINE GREGERSON	E 200-472-46500-331 Travel Expense	\$103.18	Mileage Reimbursement: MN Ports Associ
Port Authority & Dev. Agen	VISA	E 200-472-46500-331 Travel Expense	\$12.00	PORT AUTHORITY PARKING
Port Authority & Dev. Agency			\$1,015.18	
Public Works				
Public Works	ARNOLD S SUPPLY & KLEENIT CO	E 100-430-43100-211 Cleaning/Janitorial Supplies	\$212.00	TRASH BAGS & SOAP DISPENSER
Public Works	WABASHA COUNTY	E 100-430-43100-212 Motor Fuels	\$301.91	PUBLICWORKS-GAS
Public Works	WABASHA COUNTY	E 100-430-43100-212 Motor Fuels	\$623.03	PUBLICWORKS-DIESEL
Public Works	WATER SYSTEMS COMPANY	E 100-430-43100-219 General Supplies	\$35.40	PUBLIC WORKS WATER COOLER
Public Works	WATER SYSTEMS COMPANY	E 100-430-43100-219 General Supplies	\$14.98	PUBLIC WORKS WATER COOLER
Public Works	HILLS HARDWARE HANK	E 100-430-43100-219 General Supplies	\$57.98	PUBLIC WORKS ACCOUNT
Public Works	VISA	E 100-430-43100-219 General Supplies	\$45.39	OFFICE SUPPLIES - AMAZON
Public Works	VISA	E 100-430-43100-219 General Supplies	\$195.18	STORAGE SUPPLIES - AMAZON
Public Works	VISA	E 100-430-43100-219 General Supplies	\$102.51	EXTENSION CORDS
Public Works	VISA	E 100-430-43100-219 General Supplies	\$69.97	MILWAUKEE PACK OUT TOOL BOX
Public Works	VISA	E 100-430-43100-219 General Supplies	\$20.11	QUANTUM SHELF BINS
Public Works	VISA	E 100-430-43100-219 General Supplies	\$35.98	MAGNETIC PAPERTOWEL HOLDER
Public Works	VISA	E 100-430-43100-219 General Supplies	\$318.39	XEROX BLACK TONER
Public Works	VISA	E 100-430-43100-219 General Supplies	\$12.55	LATE FEES
Public Works	VISA	E 100-430-43100-219 General Supplies	\$80.32	MISC SUPPLIES
Public Works	INTERSTATE BUILDING & SUPPLY	E 100-430-43100-219 General Supplies	\$115.27	NEW WORK BENCH MATERIALS
Public Works	INTERSTATE BUILDING & SUPPLY	E 100-430-43100-219 General Supplies	\$424.02	PLYWOOD & SUPPLIES FOR BENCHES
Public Works	VISA	E 100-430-43100-219 General Supplies	\$52.98	OFFICE SUPPLIES
Public Works	VISA	E 100-430-43100-219 General Supplies	\$138.02	MISC BOLTS AND WASHERS
Public Works	VISA	E 100-430-43100-219 General Supplies	\$129.95	SAW BLADE
Public Works	VISA	E 100-430-43100-219 General Supplies	\$186.24	DIAMOND SAW BLADE
Public Works	VISA	E 100-430-43100-219 General Supplies	\$121.81	MISC OFFICE SUPPLIES

PROG Descr	Search Name	Account Descr	Amount	Comments
Public Works	VISA	E 100-430-43100-219 General Supplies	\$38.98	CLEANING SUPPLIES
Public Works	VISA	E 100-430-43100-219 General Supplies	\$19.89	PRINTER PARTS
Public Works	VISA	E 100-430-43100-219 General Supplies	\$41.51	FINANCE CHARGES
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$60.21	HOSE, 8G-8FJX
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$40.99	EXT SERV STRAIGHT GA
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$25.62	OIL FILTER
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$11.09	HYDRAULIC FITTING
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$14.76	MINI FUSE & BLADE
Public Works	BAKER S WELDING & TRUCK REPAIR	E 100-430-43100-221 Equipment Maintenance/Parts	\$10.00	STEEL
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$183.70	GREASE
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$39.77	LUBE SPIN-ON
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$129.52	CQ DIATOM OIL ABSORB
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$51.98	22" ICON WIPER BLADE
Public Works	DICK S AUTO PARTS	E 100-430-43100-221 Equipment Maintenance/Parts	\$4.20	LOCK DE-ICER1 EA
Public Works	VISA	E 100-430-43100-221 Equipment Maintenance/Parts	\$502.72	FIRE HOSE NOZZLE
Public Works	VISA	E 100-430-43100-221 Equipment Maintenance/Parts	\$124.26	PLOW TRUCK UNDERCOATING SPRAY
Public Works	VISA	E 100-430-43100-221 Equipment Maintenance/Parts	\$379.74	SPRING SPRAY
Public Works	MAJERUS GARAGE	E 100-430-43100-221 Equipment Maintenance/Parts	\$944.24	2007 STERLING TANDEM REPAIRS
Public Works	MACQUEEN EQUIPMENT INC	E 100-430-43100-221 Equipment Maintenance/Parts	\$5,541.22	SWEEPER REPAIRS
Public Works	VISA	E 100-430-43100-221 Equipment Maintenance/Parts	\$176.47	MISC TOOLS
Public Works	SCHWICKERTS	E 100-430-43100-223 Building Maint/Repair Supplies	\$630.00	DAMPER REPAIRS
Public Works	VISA	E 100-430-43100-240 Small Tools and Minor Equip.	\$13.58	CRASFTSMAN DEEP SOCKET
Public Works	VISA	E 100-430-43100-240 Small Tools and Minor Equip.	\$27.28	MAGNETIC TAPE MEASURE
Public Works	VISA	E 100-430-43100-240 Small Tools and Minor Equip.	\$8.99	UTILITY KNIFE BOX CUTTERS
Public Works	GUNDERSEN HEALTH SYSTEM	E 100-430-43100-305 Medical/physical fees	\$44.00	12/3/24 SPECIMEN COLLECTIONS - DRU
Public Works	GUNDERSEN HEALTH SYSTEM	E 100-430-43100-305 Medical/physical fees	\$120.00	ANNUAL DRUG/ALCOHOL TESTING MEM
Public Works	GUNDERSEN HEALTH SYSTEM	E 100-430-43100-305 Medical/physical fees	\$84.00	MEDICAL REVIEW AND DRUG SCREENIN
Public Works	VISA	E 100-430-43100-308 Continuing Ed	\$100.00	LMC SAFETY & LOSS TRAINING
Public Works	NEOGOV	E 100-430-43100-308 Continuing Ed	\$40.80	ANNUAL TRAINING SUBSCRIPTIONS - Pu
Public Works	VERIZON WIRELESS	E 100-430-43100-321 Telephone	\$40.02	PUBLIC WORKS TABLET
Public Works	HBC	E 100-430-43100-321 Telephone	\$0.95	PUBLIC WORKS LINE
Public Works	HBC	E 100-430-43100-321 Telephone	\$90.56	PUBLIC WORKS PHONE SERVICES
Public Works	XCEL ENERGY	E 100-430-43100-381 Electric/Gas Utility	\$225.18	POPCORN PARK
Public Works	XCEL ENERGY	E 100-430-43100-381 Electric/Gas Utility	\$32.63	BEACH PARK PAVILLION
Public Works	XCEL ENERGY	E 100-430-43100-381 Electric/Gas Utility	\$117.33	CAMPGROUND
Public Works	XCEL ENERGY	E 100-430-43100-381 Electric/Gas Utility	\$25.49	311 MAIN ST & 311 LAWRENCE
Public Works	XCEL ENERGY	E 100-430-43100-381 Electric/Gas Utility	\$568.69	PUBLIC WORKS GARAGE
Public Works	CLEARWAY COMMUNITY SOLAR LLC	E 100-430-43100-381 Electric/Gas Utility	\$107.61	PUBLIC WORKS SOLAR
Public Works	CLEARWAY COMMUNITY SOLAR LLC	E 100-430-43100-381 Electric/Gas Utility	\$66.97	FIRE DEPT SOLAR
Public Works	XCEL ENERGY	E 100-430-43100-382 Street Lights	\$3,482.32	STREET LIGHTS
Public Works	ZEP MANUFACTURING COMPANY	E 100-430-43100-386 Snow Removal	\$515.42	PRESOAK AND LIQUID ICE MELT

PROG Descr	Search Name	Account Descr	Amount	Comments
Public Works	KRIS ENGINEERING	E 100-430-43100-386 Snow Removal	\$263.14	SERRATED BLADE
Public Works	VISA	E 100-430-43100-386 Snow Removal	\$32.20	THE WEATHER CHANNEL
Public Works	VISA	E 100-430-43100-386 Snow Removal	\$89.99	plow bolts
Public Works	MINNESOTA DEPT OF HEALTH	E 100-430-43100-437 Misc Licenses and Permits	\$495.00	CAMP GROUND PERMIT
Public Works	GERKEN S INC	E 100-430-43100-527 PARK MAINTENANCE	\$39.99	8' SAW
Public Works	VISA	E 100-430-43100-527 PARK MAINTENANCE	\$17.89	SECURITY CAMERA SIGNS
Public Works	VISA	E 100-430-43100-527 PARK MAINTENANCE	\$73.98	CUSTOM METAL SIGNS
Public Works	VISA	E 100-430-43100-527 PARK MAINTENANCE	\$36.99	METAL SIGNS
Public Works	FEILS OIL COMPANY	E 100-430-43100-527 PARK MAINTENANCE	\$53.69	ANNUAL TANK LEASE - WARMING HOUS
Public Works	VISA	E 100-430-43100-527 PARK MAINTENANCE	\$168.31	MUT MITTS - LESS CREDIT OF 111.67
Public Works	NORTHLAND TRUST SERVICES	E 389-430-43100-611 Bond Interest	\$30,300.00	2023 STREET PROJECT BOND INTEREST
Public Works			\$49,547.86	
Sewer Department				
Sewer Department	VERIZON WIRELESS	E 810-500-49449-321 Telephone	\$40.02	UTILITIES TABLET
Sewer Department	HBC	E 810-500-49449-321 Telephone	\$45.89	UTILITIES ALARM ACCOUNT
Sewer Department	XCEL ENERGY	E 810-500-49449-381 Electric/Gas Utility	\$48.70	SEWAGE LIFT STATION
Sewer Department	CLEARWAY COMMUNITY SOLAR LLC	E 810-500-49449-381 Electric/Gas Utility	\$131.17	SEWER SOLAR
Sewer Department	XCEL ENERGY	E 810-500-49449-381 Electric/Gas Utility	\$4,565.47	TREATMENT PLANT
Sewer Department	WABASHA RUBBISH REMOVAL	E 810-500-49449-384 Refuse Disposal	\$109.98	SEWER PLANT
Sewer Department			\$4,941.23	
Water Department				
Water Department	AUTOMATIC SYSTEMS CO	E 800-500-49000-221 Equipment Maintenance/Parts	\$2,612.88	TRAVEL & FIELD SVC
Water Department	NEOGOV	E 800-500-49000-308 Continuing Ed	\$163.52	ANNUAL TRAINING SUBSCRIPTIONS - W
Water Department	HBC	E 800-500-49000-321 Telephone	\$103.78	UTILITIES PHONE SERVICES
Water Department	XCEL ENERGY	E 800-500-49000-381 Electric/Gas Utility	\$23.05	DUGAN LIFT STATION
Water Department	XCEL ENERGY	E 800-500-49000-381 Electric/Gas Utility	\$1,030.38	WATER BOOSTER
Water Department	XCEL ENERGY	E 800-500-49000-381 Electric/Gas Utility	\$92.23	UT COMM LIFT STATION
Water Department	XCEL ENERGY	E 800-500-49000-381 Electric/Gas Utility	\$2,013.78	MUNICIPAL PUMP
Water Department	CLEARWAY COMMUNITY SOLAR LLC	E 800-500-49000-381 Electric/Gas Utility	\$178.96	WATER SOLAR
Water Department	GOPHER STATE ONE CALL	E 800-500-49000-407 Gopher State One-Call	\$6.75	5 TICKETS
Water Department	GOPHER STATE ONE CALL	E 800-500-49000-407 Gopher State One-Call	\$70.20	CALLS
Water Department	BANK OF ZUMBROTA	E 831-500-49000-601 Bond Principal	\$45,000.00	BOND PRINCIPAL
Water Department	BANK OF ZUMBROTA	E 831-500-49000-610 DEBT SERVICE - INTEREST	\$1,228.50	DEBT SERVICE INTEREST
Water Department			\$52,524.03	
			\$474,323.19	

City Council Regular

8. 11.

Meeting Date: 02/04/2025

ITEM TITLE: Approval of Consumption & Display Licenses

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

St Felix and the Wabasha County Ag Fair are looking for approval for their annual Consumption and Display licensing through the State of MN.

ACTION REQUIRED:

Approve Consumption and Display licenses for St Felix and the Wabasha County Ag Fair within the concert agenda

City Council Regular

8. 12.

Meeting Date: 02/04/2025

ITEM TITLE: Gambling Permit Applications

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Falcon Youth Baseball has applied for a gambling license to host a raffle with the drawing date of 5/18/25.

St Elizabeths Hospital of Wabasha, Inc has applied for two licenses. One for a raffle with a drawing to be held on May 18th, 2025 and the other for August 15th, 2025.

ACTION REQUIRED:

approve the applications for gambling to go to the state with the consent agenda.

City Council Regular

9. 1.

Meeting Date: 02/04/2025

ITEM TITLE: Public Hearing on 918 Grant Boulevard W, 930 Grant Boulevard, 936 Grant Boulevard Nuisance Order

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

The Council will take a public hearing on the issues. City Administrator Gregerson and Chief Joe Start will speak first.

Attachments

Addition from Mr. Binner's Attorney

Gregerson Testimony

Written Proposal Binner

1/7/25
photos of
936 Grant





Photos
1/6/25
a18 Grant





-936 Grant
1/6/25



Xcel Energy

P.O. Box 1443
Minneapolis, MN 55401

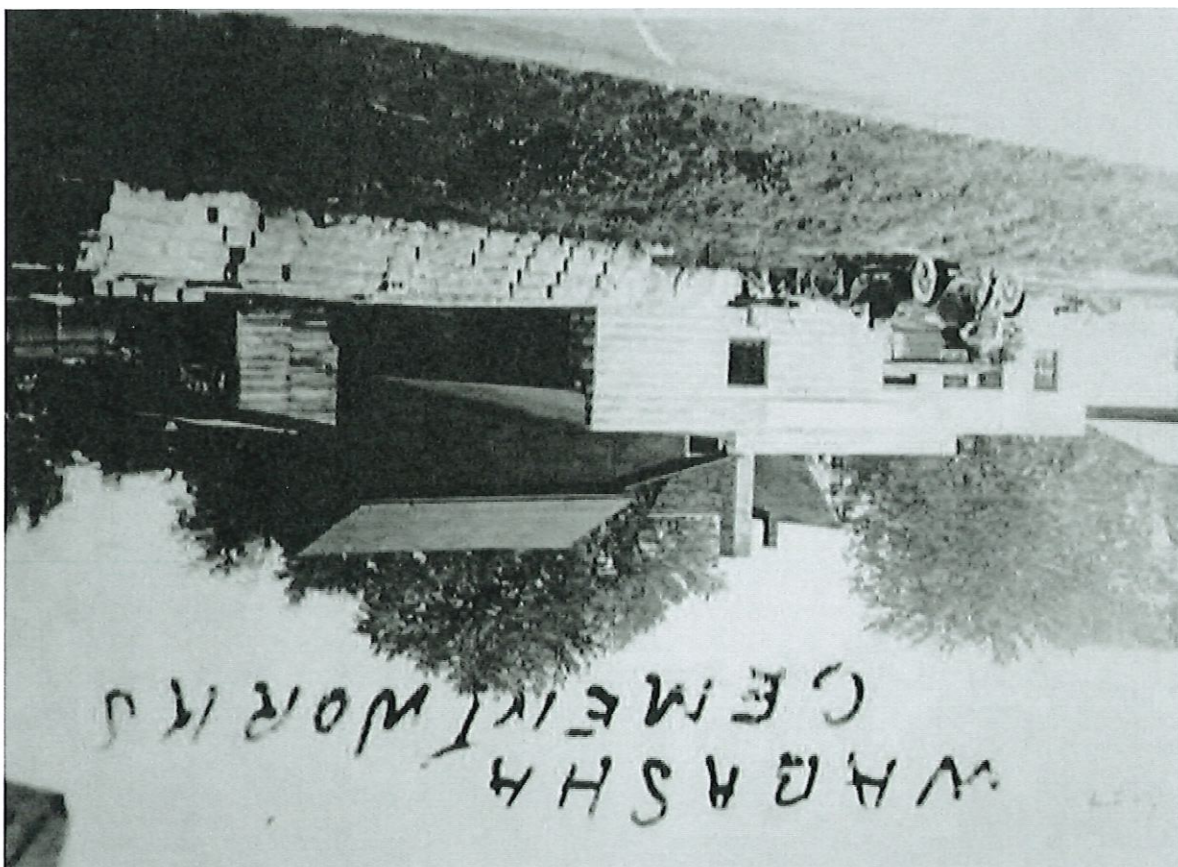
AV 02 019097 68426H 74 A**SDGT



WEST SIDE AUTO REPAIR
C/O WEST SIDE POWER EQUIPMENT SALES
918 GRANT BLVD
WABASHA MN 55981-1144

Photo
of
mail
direct to
Sinner's Business

WASHA Cement Works
photo





WEST SIDE POWER EQUIPMENT SALES

INVENTORY – January 7, 2025

1. Cub Cadet 1320 12 Kohler \$125.00
2. Simplicity Reagent 22 hp with deck \$275.00
3. Classic 1976 Homelite T-16 16 hp Kohler with deck \$250.00
4. Simplicity Reagent 18 hp with mowing deck \$150.00
5. Sears Suburban 12 hp no mowing deck \$100.00
6. Troy built 1990 8 hp Horse with electric start \$180.00
7. Troy Built 5 hp Pony tiller \$150.00
8. Classic Power King 17 hp with mower deck \$1000.00
9. Cub Cadet LT 1045 with deck \$150.00
10. Yard King 20 hp with no deck \$200.00
11. Cub Cadet 1050 no deck \$150.00
12. Agco Allis 1920H with power steering has deck and snow blower \$400.00
13. Classic 70's Sears Suburban 12 hp with deck \$300.00
14. Cub Cadet 2135 \$225.00
15. Cub Cadet 1045 with deck \$180.00
16. Troy Built Pony tiller \$150.00
17. Troy Built Horse tiller \$100.00
18. Inventory Cub Cadet blower attachment \$250.00
19. Inventory Kubota snow blower attachment \$400.00
20. Inventory Gravely mowing deck attachment \$250.00
21. John Deere STX 38 12 hp Kohler \$150.00
22. John Deere 175 Hydro with mowing deck \$125.00
23. John Deere STX38 \$100.00
24. Cub Cadet 1720 Hydro \$175.00
25. Montgomery Wards Garden Mark 14 hp Briggs pulling tractor \$100.00
26. Sears Craftsman 2000 20 hp no mowing deck \$225.00
27. Agco Allis 1614H deck \$150.00
28. Toro LX468 trade in deck \$50.00
29. Inventory Craftsman 48-inch deck \$100.00
30. Inventory Cub Cadet 54-inch deck \$100.00
31. Inventory Cub Cadet 54-inch deck \$100.00
32. Inventory Cub Cadet 42-inch deck \$100.00
33. Bobcat Snow Blower 5 hp \$150.00
34. Bobcat Snow Blower 8 hp \$ 200.00
35. Bobcat Snow Blower 8 hp \$ 200.00
36. Snapper riding lawn mower 28-in cut electric start \$100.00
37. Snapper riding lawn mower 28-in cut electric start \$75.00
38. Snapper riding lawn mower 30-inch cut electric start \$100.00
39. Snapper riding lawn mower 30-inch cut electric start \$??
40. Simplicity 9020 Powermax with loader and rollover canopy has new motor \$5,500.00
41. John Deere 8 hp snow blower \$235.00
42. Cub Cadet GTX1054 has a 27 hp \$250.00

43. Bobcat snow thrower 5 hp \$100.00
44. Classic Simplicity 717 7 hp has no deck \$300.00
45. Pallet with 1.5 hp hit and miss John Deere and small steam engine paid \$500.00
46. Yard Machine 8 hp snow blower \$50.00
47. Craftsman II 12 hp \$50.00
48. Cub Cadet 1018 with deck \$20.00
49. Country Clipper "repairable" zero turn 60-inch deck \$440.00
50. Deutz-Allis 1920 Ultima with power steering with deck and snow blower \$2,000.00
51. Simplicity Sunstar with power steering has no mowing deck \$400.00
52. Craftsman Trac snow blower \$100.00
53. Cub Cadet 1330 \$100.00
54. American golf course reel riding fairway mower \$500.00
55. Troy Built riding lawn more \$225.00
56. Cub Cadet GT2544 \$225.00
57. John Deere 5 hp snow blower \$180.00
58. Craftsman GT5000 has no deck \$225.00
59. Bobcat 8 hp runs \$250.00
60. Gravely 12 hp Kohler \$225.00
61. Troy Built 11 hp snow blower with electric hand warmers \$450.00
62. Snapper 10 hp snow blower with electric hand warmers and electric shoot \$350.00
63. Honda lawn tractor liquid cooled \$300.00
64. Craftsman 2000 deck \$200.00
65. Toro 5 hp snow thrower \$100.00
66. Husky made by Bolens 12 hp Wisconsin engine with blower and wheel weights \$350.00
67. Classic Jacobson Chef 1000 has no deck \$100.00
68. Classic Jacobson Chef 1200 has no deck \$150.00
69. Cub Cadet LT1050 no deck \$150.00
70. Simplicity snow cab \$150.00
71. Simplicity snow cab with glass windshield \$150.00
72. Bucket buddy power dump bucket \$250.00
73. Event tent 30X60 with cover \$1,200.00
74. John Deere 1967 round fender rider \$500.00
75. Factory floor sweeper \$500.00
76. Plastic Crates 6 each \$50.00
77. 5 factory cell dollies heavy built \$500.00 total
78. Dolly for hauling a car \$700.00
79. Lawn mowers from storage locker \$100.00
80. New Holland rider \$150.00
81. Jacobson Super Chief 1250 \$175.00
82. 5 Simplicity 60-in mowing decks \$400.00 ea.
83. Simplicity Sovereign 16 hp \$750.00
84. Allis Chalmers 612 with mowing deck \$750.00
85. Simplicity 4041 with broom attachment \$1,800.00
86. Simplicity 707 no deck \$300.00
87. Montgomery Ward's Garden Mark Squire 9 with blower, front blade, mowing deck \$650.00
88. Double sided Simplicity signs with lights \$800.00



Memo

To: Wabasha City Council

From: Caroline Gregerson

Date: 1/28/2025

Testimony:

Public Nuisance

After receiving a number of complaints, staff were compelled to investigate if storage of various pieces of equipment and materials at 918 Grant Boulevard W, 930 Grant, and 936 Grant were permitted in the City of Wabasha's code. After reading the code and inspecting the property and meeting with our City attorney Mike Flaherty, staff determined that in fact, Lance Binner's property represents a public nuisance according to our code and the conditions have worsened over time, particularly in the last year, which is why in September, he was issued a letter from the Wabasha Police Department to clean up the property.

The google images I have include below since 2012, both aerial and from a view demonstrate the gradual progression of the property from not meeting the definition of a nuisance to now meeting a definition of a nuisance. Particularly since 2020, was a significant increase in the amount of "junk" – used lawn mowers, used tractors, trailers, used farm machinery, barrels, building materials, scrap metal, pallets, trailers, and crates on Mr. Binner's property. There are also the following other types of vehicles on the three properties: 2 boats, one large motor home, one red plow truck, two cars.

Code violations are in two areas:

Section 91.15 Junk/Rubbish "Any material or substance stored in the open or not enclosed in a building which does not serve, nor is it intended to serve, any useful purpose or the purpose for which it was originally intended, including, but not limited to: refuse; empty cans; bottles; debris; used furniture; unused appliances; machinery parts; motor vehicle parts; remnants of wood; decayed, weathered or broken construction material no longer usable; metal; or any cast off materials."

Section 91.17(A). Whoever, by action or failure to act. Does any of the following is guilty of maintaining a public nuisance: (A) Maintains or permits a condition which unreasonably annoys, injures, or endangers the safety, health, morals comfort, or repose of any considerable number of members of the public.

Mr. Binner says because his equipment and other items are for sale and not dismantled equipment or parts, they are not junk. The City of Wabasha's code's definition of junkyard, sheds light on how used pieces of machinery or materials, can be "**sold**" but still be considered junk.

“JUNKYARD. Any area, lot, land, parcel, building or structure or part thereof used for the storage, collection, processing, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap or discarded goods, materials, machinery or two or more unregistered, inoperable motor vehicles or other type of junk and ancillary business offices. A **JUNKYARD** does not include such uses conducted entirely in an enclosed building.”

If the Wabasha code was meant to be interpreted as Mr. Binner has, that any item for sale meant it was serving a useful purpose, the outdoor storage and sale of machinery or other items, would not be included in the code’s junkyard definition.

In staff’s view, the City has clear authority to declare what is junk and these items are junk, due the following reasons:

- 1) The 88 items on his property have values significantly depreciated and from their original value to the point that their value is slightly higher than scrap material. For example, the yellow Cub Cadet riding lawn mower seen here in google imagery from 2023 and again present day, still stored outside 16 months later. Used, this retails online for anywhere from \$1500-\$5000. As noted in the list, some of the items are missing the deck or are simply parts of a lawn mower. Staff have not been able to verify, how many of these lawn mowers are broken, but with the going price \$100-\$150, I would assume at that point, most of them need to be repaired in some way and thus why we are seeing values at \$100 or \$150, not \$1000 or more, if they were in good used working condition.
- 2) My recent inspection of the items confirmed while the car on the property is licensed, tabbed, it could not be driven off the lot unless a battery is installed and a flat tire is addressed.
- 3) Most of the items stored outside by Mr. Binner are all deteriorated, with elements of rust, decay, broken parts, I believe their deterioration only to be accelerated having been stored outdoors for lengthy periods of time.
- 4) Google imagery from 2023 demonstrates that the items on his property today have been stored there for more than a year. Thus he is collecting and storing used items on his property which are not being used as their original intended purpose.
- 5) Google imagery from 2012 demonstrate that the red plow truck has not moved from its current parked location in 13 years.
- 6) Staff looked on Craigs List and Facebook marketplace and as of today, cannot find any lawn mowers or other equipment listed for sale. Lance currently has 22 items on marketplace but none of them are from the list of 88 items. We have heard from staff and residents that they have purchased items from Mr. Binner. However, there is no business website, no signage, and the mix of materials from barrels to pallets to a canoe leads us to conclude that Mr. Binner is collecting and storing an assortment of various used parts and used machinery and other used items – in other words junk. We acknowledge he occasionally may sell these items, but we believe Mr. Binner not engaged in or paying taxes on an active retail business.

- 7) The City of Wabasha has received complaints regarding this property over the past few years, as again, per the documentation provided, due to the numbers of pieces of machinery and various items stored outside. Part of the issue is the massing of equipment has created conditions that has annoyed the public. Staff have stated that there have been more complaints that were not documented.
- 8) I've received complaints about traffic safety concerns when large items are accumulated and piled along the property or large trailers with large items are parked in front of his house, due to lack of visibility around the corner. This issue has improved since our initial order in September.
- 9) Finally, any property in Wabasha can be zoned commercially but that does not mean that they can also have a public nuisance. Furthermore, a junk yard use of a property, is not allowed under any zoning, including commercial. I never saw this as a use issue when we began the process, further study if his use is a junkyard could be studied or discussed later.

Progress

Mr. Binner has made progress on the property that I will discuss now and we have confidence based on this progress, he can continue to make progress on clean up which is our intended goal:

- 1) He has removed items from the property
- 2) He has put a number of items in the alley, not visible to passerby
- 3) He has licensed and tabbed the cars
- 4) He has sold some items
- 5) He has built a fence and began moving equipment behind the fence.
- 6) The barrels are now stacked in the alley, away from public view.

Code Updates

We are recommending a public nuisance ordinance update which will be described later in the meeting. Any compromise would still need to meet any future requirements.

Next Steps

This is a quasi-judicial here, determine

- 1) Is this a public nuisance?
- 2) If yes, findings of fact. Those have been included already in the resolution for Council.
- 3) What is the remedy?

Mr. Binner's attorney, Kurt Knuesel, has concerns that due to our code language, which reads,

(D) If an appeal to the City Council's order is not made within ten days following the City Council's decision and the property is not brought into compliance as ordered, the city will initiate action to eliminate the violation.

(E) The city shall proceed with making the necessary arrangements to have the cited violation abated. Any and all costs that may be incurred by the city to alleviate the cited violation shall be the property owner's obligation.

That Mr. Binner would waive his right to appeal, if he does not appeal within 10 days of ordering a nuisance.

The resolution prepared here today, would clarify he could later appeal.

Remedy-

- 1) Have Mr. Binner and his attorney make a written statement of what they consider a fair and reasonable remedy of what can be accomplished and a timeline.
- 2) Remedy with a “compromise”, as outlined by me in the ordinance, providing until June 30, 2025 for compliance. This compromise, allow for a limited amount of outdoor storage, but clarifies, that unless a fence is built, significant amounts of the items can not just be stored in the alley.
- 3) **Impose “full compliance” with ordinance.** All 88 items removed from the property, screened with landscaping or a fence, by May 1st 2025, or stored indoors. All other items such as pallets, machinery, air compressor, water tables, radiators, sinks, any building materials, metals, barrels, crates, other materials, parts moved indoors or removed from property, in front, side, or rear alley, or between buildings. Vehicles stored on property must be tabbed, licensed, and operable.

Staff has informed Mr. Binner and his attorney, that if Mr. Binner combines his lots, the below fencing is acceptable screening that could be added.



EXHIBIT A

GOOGE STREET VIEW IMAGERY



October 2012



October 2012 Gambia View



2016 October Grant



July 2018



July 2018



2018



September 2023



September 2023



September 2023

September 2024





January 2025







KNUESEL LAW FIRM

166 WEST THIRD STREET, SUITE 200
WINONA, MN 55987
KnueselLaw.com

KURT J. KNUESEL
Kurt@KnueselLaw.com

Office: (507) 474-6080
Fax: (507) 474-6032

February 4, 2025

VIA EMAIL ONLY

Ms. Caroline Gregerson
Wabasha City Administrator

Re: Lance Binner Properties

Dear Ms. Gregerson:

Please be advised that we are in receipt of your recent email, together with the attachment, both of which are attached hereto. In lieu of a written proposal to include in your resolution as "Option A", please be advised that Mr. Binner will commit to constructing a fence as you propose in your email and using that fence to address the City's concerns. In return for this concession, Mr. Binner requests that the current resolution be tabled until the Council's June meeting to ensure that he has ample time to construct the fence and to continue his cleanup efforts.

Very truly yours,



Kurt J. Knuesel
KJK/llk

Enclosures

Kurt Knuesel

From: Caroline Gregerson <cityadmin@wabasha.org>
Sent: Friday, January 31, 2025 1:59 PM
To: Lancer Binner; Kurt Knuesel
Cc: Mike E Flaherty; Wendy Busch; Kristi Trisko; Joe Stark
Subject: Fence and Storage Container Follow Up
Attachments: Portable Storage Containers.pdf

Dear Lance, If you are willing to administratively combine your properties, a fence such as the one outlined in the below illustration is allowed. I've confirmed with our planners that storage containers are not allowed unless in an industrially zoned area or unless it was a contractor yard or commercial garage, which it is not. Seems like the fence illustrated below is the easiest path forward. That would give you the maximum space to store your items, plus be less costly I would imagine than a large storage container.

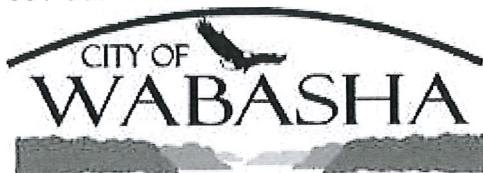
I've talked to Mike and I plan to add a specific reference in the resolution to allow Mr. Binner to still be able to appeal before taking enforcement action and make it clear that his only opportunity isn't just 10 days.

Let me know if you have any questions.

Caroline Gregerson
Office Line: 651-560-4860
Work Mobile: 651-412-5553



Wendy Busch
City Clerk/Planning Assistant
City of Wabasha
clerk@wabasha.org
planningasst@wabasha.org
651-565-4568



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City Council Regular

9. 2.

Meeting Date: 02/04/2025

ITEM TITLE: Adopt City Council Resolution 48-2024 for 918 Grant Blvd, 930 Grant, 936 Grant.

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Resolution contains background and information on this item. Please also see staff summary of written or verbal comment received by staff.

ACTION REQUIRED:

Determine which of the outlined options is acceptable to Council.

Attachments

48-2024 Abatement Order

**CITY OF WABASHA, MN
CITY COUNCIL RESOLUTION 48-2024**

**FINDINGS, CONCLUSIONS AND ORDER OF ABATEMENT
OF WABASHA CITY COUNCIL
REGARDING ALLEGED CODE VIOLATIONS AND PUBLIC NUISANCE CONDITIONS
AT 918 GRANT BOULEVARD (WABASHA COUNTY PID# R27.00448.00), 930 GRANT
BOULEVARD (WABASHA COUNTY PID# R27.00448.06), AND 936 GRANT
BOULEVARD (WABASHA COUNTY PID# R27.00447.00),**

WHEREAS, pursuant to Wabasha City Code, Section 91.20, and Minnesota Statutes, Chapter 609, the City Council of the City of Wabasha, Minnesota (the “City”) is taking under consideration an Order of Abatement to abate certain conditions on that certain property located at 918 Grant Boulevard, 930 Grant Boulevard, and 936 Grant Boulevard, in Wabasha, MN (the three parcels referenced are cumulatively referred to herein as the “Property”), which constitute a public nuisance under Wabasha City Code Section 91.15; and

WHEREAS, pursuant to Wabasha City Code Section 91.20(A)(2), the City provided written notification to the owner of the Property Lance Binner (the “Owner”) by personal service on September 19, 2024; and

WHEREAS, pursuant to Wabasha City Code Section 91.20(C)(1), on November 21, 2024 the Owner requested a hearing before the Wabasha City Council to determine whether the conditions at the Property constitute a nuisance under Chapter 91 of the Wabasha City Code; and

WHEREAS, a hearing was held on December 18, 2024, January 7, 2025, February 4th, 2025, before the Wabasha City Council to consider the nuisance conditions present on the Property and consideration of an Order of Abatement to abate such conditions, and a list of individuals testifying at the public hearing and written comments received by the City is attached hereto as [Exhibit A](#) and staff memo dated 1/28/2025, outlining why staff made the determination it was a nuisance property; and

WHEREAS, at the December 18 hearing, January 7, 2025, February 4th, 2025, public hearing, the Owner was given an opportunity to be heard by the Wabasha City Council, and the City Council received evidence and heard testimony regarding the nuisance conditions present on the Property.

NOW, THEREFORE, the Wabasha City Council, based upon the record, testimony and evidence presented at said hearing, makes and adopts the following:

FINDINGS

1. That Lance Binner is the owner of record (the “Owner”) of the Property located at 918 Grant Boulevard, 930 Grant Boulevard, 936 Grant Boulevard, Wabasha, MN 55981 (the “Property”). *See 2024 Property Tax Statement, attached hereto and incorporated herein by reference as [Exhibit B](#).*

2. That on September 19, 2024, the Wabasha Police Department pursuant to Wabasha City Code Sections 91.20, hand delivered to the Owner a Notice and Order to Abate Nuisance, ordering that the nuisance conditions be removed from the Property not later than the ten (10) days following receipt of said Notice and Order. *See September 19, 2024 Nuisance Notice, attached hereto and incorporated herein by reference as [Exhibit C](#).*
3. That after meeting with Lance Binner on September 26, 2024, and learning about his need for additional time to clean up the property, Chief Joe Stark and City Clerk Wendy Busch provided Property Owner an extension to clean up the property until November 15, 2024.
4. That, after the time had elapsed, Chief Joe Stark met with the Owner on November 21, 2024, and informed him that the property still had nuisance conditions and needed to be cleaned up. The Owner verbally requested a hearing in front of the Council to Police Chief and Administrator Gregerson and the Owner was hand delivered a notice of the date and time of the hearing, of December 3, 2024. The Owner requested an extension and that was granted by the City Administrator to December 18, 2024. Then another extension was granted so that the Owner's attorney could be present, to January 7, 2025. At the January 7, 2025, public hearing, Council directed staff to re-issue the nuisance ordinance to include all three properties.
5. That on January 21, 2025 Wabasha staff re-issued the nuisance ordinance to clarify that the nuisance notice intended to include all three properties, 930 Grant Boulevard W, 918 Grant Boulevard W, and 936 Grant Boulevard W *incorporated herein by reference as [Exhibit D](#).*
6. That the storage of junk/rubbish, white crates, barrels, lawnmowers, tractors, trailers, various motor parts, building materials, and other vehicle parts, are currently present in plain view on the premises of the Property, as is depicted in the photographs included in [Exhibit C](#) and [Exhibit D](#). A visual inspection of the Property conducted by City Administrator Gregerson and Chief Joe Stark on January 31st acknowledges that progress has been made but the properties in its condition as a whole, would still constitute a nuisance property.
7. That the staff report presented to City Council, January 28, 2025 and Exhibit A documents complaints that the city has received from neighboring property owners and Google images, present day photos, that demonstrate significant accumulation of junk and vehicles since 2015.
8. That the accumulation of such junk/rubbish, stored in the open, on the premises of the Property, is in violation of the following City Code Sections (prohibited conditions in parentheses following citation):
 - a) **Chapter 91: Public Nuisances, 91.15 Definitions, Junk/Rubbish.** (Any material or substance stored in the open or not enclosed in a building which does not serve, nor is it intended to serve, any useful purpose or the purpose for which it was

originally intended, including, but not limited to: refuse; empty cans; bottles; debris; used furniture; unused appliances; machinery parts; motor vehicle parts; remnants of wood; decayed, weathered or broken construction material no longer usable; metal; or any cast off materials.)

b) **91.16 General Policy.**

(A) It is hereby determined that the uses, structures, activities and causes of blight factors described within this section, if allowed to exist, will tend to result in blighted and undesirable neighborhoods so as to be harmful to the public welfare, health and safety.

(B) No person, firm or corporation of any kind shall maintain or permit to be maintained any public nuisance identified with this section on any platted or subdivided property within the city which is either owned, leased, rented or occupied by the person, firm or corporation.

c) **Section 91.19(k).** The following are hereby declared to be public nuisances affecting peace and safety: Any junk or rubbish, as defined in § 91.15 of this chapter.

d) **Section 91.16(B).** No person, firm or corporation of any kind shall maintain or permit to be maintained any public nuisance identified with this section on any platted or subdivided property within the city which is either owned, leased, rented or occupied by the person, firm or corporation.

e) **Section 91.17(A).** Whoever, by act or failure to act, does any of the following is guilty of maintaining a public nuisance: ((A) Maintains or permits a condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public); and

9. That from the date of the notice of violation from the Police Chief on September 19, 2024 until the date of this hearing, the Owner has had significant time in which to voluntarily remedy, abate, eliminate and remove the nuisance conditions on the Property, and while he has made progress, he has not completely remedied said conditions .

10. That the September 19, 2024 Nuisance Notice ordered removal of the blight and nuisance conditions specifically identified therein and informed the Owners of their right to appeal the Wabasha Police Department's notice, as follows:

“Your failure to either abate the nuisance within ten (10) days or to file a request for a hearing before the City Council will result in the City entering your property and abating the nuisance conditions, which shall include, but is not necessarily limited to, disposing of junk materials, removing and storing junk materials, and towing and storing junk vehicles. If you file a request for a hearing on this matter, a hearing before the Wabasha City Council will be scheduled and you will be given an opportunity to address the Council. The Council will either affirm or overturn this declaration of public nuisance. If affirmed, you will be ordered to comply with the abatement procedures described herein.”

11. That City staff have initiated this hearing seeking an Order of Abatement from the City Council in order to take further legal action against the Owners to abate the blight and

nuisance conditions on the Property hereby authorizing City staff and the City Attorney to enforce the City Council's Order of Abatement and to have City personnel or the City's contracted agent subsequently enter upon the Property and remedy, abate, eliminate and remove the blight and nuisance conditions present on the Property following a subsequent motion for summary.

12. That the Owner has been notified that pursuant to Wabasha City Code, 91.20 (E), all costs incurred by the City in abating any of the identified blight and nuisance conditions on the property, including but not limited to, hiring a City contractor or using City personnel to enter upon the Property and clean up, remedy, abate, eliminate and remove the identified blight and nuisance conditions on the Property, as well as, the City's legal fees incurred on this matter and court costs in enforcing this Order of Abatement, are the Owners' obligation.
13. That the Owner have been notified that pursuant to Wabasha City Code, section 91.20 (F) in the event that such costs incurred by the City in this process are not timely paid by the Owner upon the Owner receipt of an invoice for the same from the City, such costs will be subsequently assessed by the City against the Property and certified to taxers for payment by the Owner in like manner as property taxes on the Property.

NOW, THEREFORE, the Wabasha City Council makes and adopts the following:

CONCLUSIONS AND ORDER

1. That the conditions on the Property identified herein, the accumulation of junk materials in plain view and general nuisance conditions, constitute a public nuisance in violation of the above-referenced City Code provisions.
2. That the Owner is hereby ordered to abate the nuisance conditions from the Property as identified in the January 21, 2025, Nuisance Notice, by completing the steps outlined below (Council shall select one of the three options, edit, or create their own):

Option A. Mr. Binner and his attorney make a written statement of what they consider a fair and reasonable remedy of what can be accomplished and a timeline, and the City adopt that remedy in this Resolution.

Option B. Administrator-proposed compromise

- a) The 88 items of inventory listed plus any other inventory Mr. Binner acquires, which falls under the category of machinery, shall either be removed from the properties completely, stored indoors, or stored inside a permitted fence or with a landscaped screening. These items may not be stacked or piled in any manner that attracts vermin. The items should not be piled in a way that exceeds the fence line.

- b) The City will accept 15 pieces of machinery from the list lined up outside on the properties, being **advertised for sale through various means**, that are operable and in good working order, no visible signs of rust or missing parts, as long as compliance has been achieved in all other areas.
- c) Barrels, crates, pallets, snow blower attachments, other machinery parts, air compressor, radiators, sinks, discarded metals, or any items not provided in the inventory, should be removed from the property **and** alley.
- d) If building materials are stacked neatly on the alley, they may remain.
- e) All vehicles on the property, including the red plow truck, must be licensed, tabbed, **and operable**. If any do not meet this definition, they must be removed from the property or stored indoors.
- f) Additional motor vehicles that Mr. Binner acquires or purchases must be parked in the driveway or garage or street, subject to City requirements.
- g) Two boats may remain stored outside.
- h) More than five trailers, covered or open, stored on the property are considered a nuisance.

Option C. All 88 items removed from the property, properly screened, or stored indoors. All other items such as pallets, machinery, barrels, crates, other materials, parts, moved indoors or removed from property. Vehicles stored on property must be tabbed, licensed, and operable.

- 3. That the Property Owner shall have until 12 PM on **XXXXXX 2025**, to remedy, abate, eliminate, and remove, or screen the blight and nuisance conditions from the Properties as specifically outlined in the aforementioned paragraph **OR appeal the nuisance order**.
- 4. That if the Owner shall fail to remedy the nuisance conditions on or before the time specified above herein, **OR the owner has not filed an appeal**, the City staff and City Attorney are authorized and directed to take all actions necessary to remedy, abate, eliminate and remove all of the blight and nuisance conditions from the Property as identified this Order of Abatement, including but not limited to or all or any combination of the following:
 - a. At the discretion of the City Administrator and City Attorney, obtaining an administrative search warrant or other court order as may be required to allow City staff or agents of the City to enforce the terms of this order.
 - b. Execute a Consent Agreement with the Property Owner, allow the City or the City's contracted agent to enter upon the Property to remedy, abate, eliminate and remove the identified blight and nuisance conditions present on the Property and invoice the costs incurred by the City associated with the clean-up to the Owner or subsequently assess such costs to the Property.
 - c. Execute a contract with a City contractor to enter upon the Property to remedy, abate, eliminate and remove the identified blight and nuisance conditions present on the Property.

- d. Invoice the Owner for all costs incurred by the City to remedy, abate, eliminate and remove the identified blight and nuisance conditions present on the Property.
 - e. In the event that the owners do not timely pay the invoiced costs incurred by the City, initiate a public hearing before the City Council to consider assessing such costs incurred by the City as an assessment on the Property to be certified for payment in like manner as property taxes on the Property.
5. This Order of Abatement shall remain in effect until the Owner remedies, abates, eliminates and removes all of the identified blight and nuisance conditions present on the Property as described in Section 2 and approved by Chief of Police. PASSED by the City Council of the City of Wabasha on this ____ day of _____, 2025.

ATTEST

City Clerk

Mayor

VOTE: ____ DURAND ____ SULLA ____ WALLERICH ____ MEURER
 ____ JENSEN ____ WODELE ____ FRIEDMEYER

EXHIBIT A

List of Individuals Testifying at December 18, 2024 Public Hearing

1. Caroline Gregerson, City Administrator, City of Wabasha
2. Joe Stark, Police Chief, City of Wabasha
3. Amy Glomski, Resident
4. Gary Meidlinger, Resident
5. Sharon Burke, Resident
6. Greg Glomski, Resident

List of Individuals Testifying at January 7, 2024 Public Hearing

1. Caroline Gregerson, City Administrator, City of Wabasha
2. Joe Stark, Police Chief, City of Wabasha
3. Kurt Knuesel, on behalf of Lance Binner
4. Kay Kay, Resident
5. Bill Kay, Resident

List of Individuals Testifying at February 4, 2024 Public Hearing

1. Caroline Gregerson, City Administrator, City of Wabasha

To: Wabasha City Council

From: Caroline Gregerson, City Administrator

Re: Complaints Received

Date: 12/12/2024

The City of Wabasha city staff have received complaints on this property (918 GRANT BOULEVARD, 930 GRANT BOULEVARD (WABASHA COUNTY PID# R27.00448.06), AND 936 GRANT BOULEVARD (WABASHA COUNTY PID# R27.00447.00), over the past couple of years. Many of them are neighbors and requested that their complaints be kept anonymous. There are other complaints that city hall and the police received that were not documented. The City is obligated to investigate complaints that it receives and determine if there are violations.

1. **Neighbor that lives one block away (phone call 11/17/2023, 3/14/2024, phone call 5/15/2024, verbal conversation with city staff 12/12/2024)**

I have called in numerous complaints over the past two years. I live one block away and to reach most destinations traveling along Gambia onto Grant. The trailers and lawn mowers parked all over the property block views in the intersection. I witnessed a close call with a near collision once with a vehicle and a semi-truck passing each other on Grant when his trailer was parked in the street. I've had pretty close calls myself while driving through that intersection. I think it's an eyesore for anyone driving to the hospital. It's gotten much worse over time.

2. **Neighbor 12/9/2024, prior verbal communication with City**

I know there is a meeting scheduled to talk about Lance Binner's trashy yard, but what concerns me most is the amount of oil and gas he has stored, along with a lot of wood chips. As a neighbor he is putting our lives and homes in danger, and the Wabasha Fire Department would not be able to handle that big of fire, which would also put their lives in danger, if something isn't done soon.

3. **Individual RC lived in the neighborhood, recently moved farther away, met with City Administrator 7/29/2024**

Concerned about junk vehicle accumulation the property, what can be done about it, does it comply with the city's ordinances?

4. **Scott Lien** called 12/11/2024 to register written concern about the state of the property. It's not a good view of the City when bring visitors or traveling to St. Elizabeth's.

5. **Jimmy Bador**, called 2/21/2024

My name is Jimmy Bador. I'm living in Wabasha, MN. There is a property here that is covered completely with what I call junk many, many non functional lawn mowers,

various kinds of containers with various kinds of unmarked fluids, various kinds of solids, and other types of possible leaching. And we're right above the Mississippi watershed. I'm very concerned about this property and I would like someone to take a good hard look at it. Thank you very much.

6. **Anonymous Neighbor, verbal communication with staff fall 2024**

What are the plans for making him cleanup his mess. My taxes keep going up and the view I have out my windows have to look at that mess. Trailers and vehicles park more than 72 hrs all the time.

7. Dear Council,

I'm not able to make the meeting next Wednesday but wanted to voice my support in the cleanup of Lance Binner's property. Not only is it an eyesore, but it's extremely dangerous crossing Grant Boulevard. In addition to all of the large items in his front yard, he often has vehicles in the street. This makes it even harder to see oncoming traffic when heading West on Gambia.

Lance was in my shop six or seven years ago when my daughter, Maia, received her driving permit. In an attempt to be neighborly, I mentioned that it's difficult to see traffic with all of the stuff parked in his front yard and in the street. I also mentioned that I had a new driver and before I could continue, he went on a 10 minute rant about how his property was zoned commercial and how he could build up to the curb. (He repeated that statement five or six times.) I had no intention of getting into a fight nor was I trying to be aggressive about removing the junk in his yard. Apparently, this wasn't the first time he had heard this, he became aggravated and started yelling at me.

My youngest daughter just got her drivers permit and I have asked her to avoid the intersection of Gambia and Grant for all of the reasons mentioned above. I'm not sure what options there are, so please let me know the outcome of the meeting and if there's anything I can do.

I fear it may take an act of Congress, but it would also be nice to post no parking along that block.

Thank you for dealing with this issue, I appreciate all that you do.

Brian Fries

1035 3rd St. W
Wabasha, MN 55981
www.PlaidProductions.net
651.565.0096

Date: December 11, 2024

8. **From:** Bill Kay <wmkaysr57@gmail.com>
Sent: Monday, December 16, 2024 10:41 AM
To: Caroline Gregerson <cityadmin@wabasha.org>
Subject: Dec 18 Meeting

Hey Caroline, I won't be able to make it to the 12-18 meeting to talk about the property at 5th Street/Grant, but would like to voice my opinion on it.

This property is an eye-sore and an insult to the community.


This reflects badly on the property owner, the people of Wabasha and the City. It is a collecting place for rodents and other animals that we don't want in the city and could be a health hazard. Please do all that is possible to force a cleanup of this property.

Thank you

Bill Kay
224 3rd Street East

9. Anonymous

-----Original Message-----

 dennis_fiedler@mac.com
Sent: Monday, December 16, 2024 2:32 PM
To: Caroline Gregerson <cityadmin@wabasha.org>
Subject: 918 Grant Boulevard

Hello Caroline.

Thank you for all you do to keep our little town humming along.

I understand there is a council meeting Wednesday night regarding this property. I will be out of town and cannot attend but I wanted to add my voice to others expressing concern.

Over the years, the property at 918 Grant Boulevard has gone from bad to worse. The trash, broken down machines, old political signs, oil drums, pallets, miscellaneous tools, construction materials and equipment have changed that corner from a perfectly fine home to a dangerous (and seemingly toxic) intersection. If there's any action the council can take to direct the homeowner to get rid of all of that stuff, please take it. There are accidents just waiting to happen.

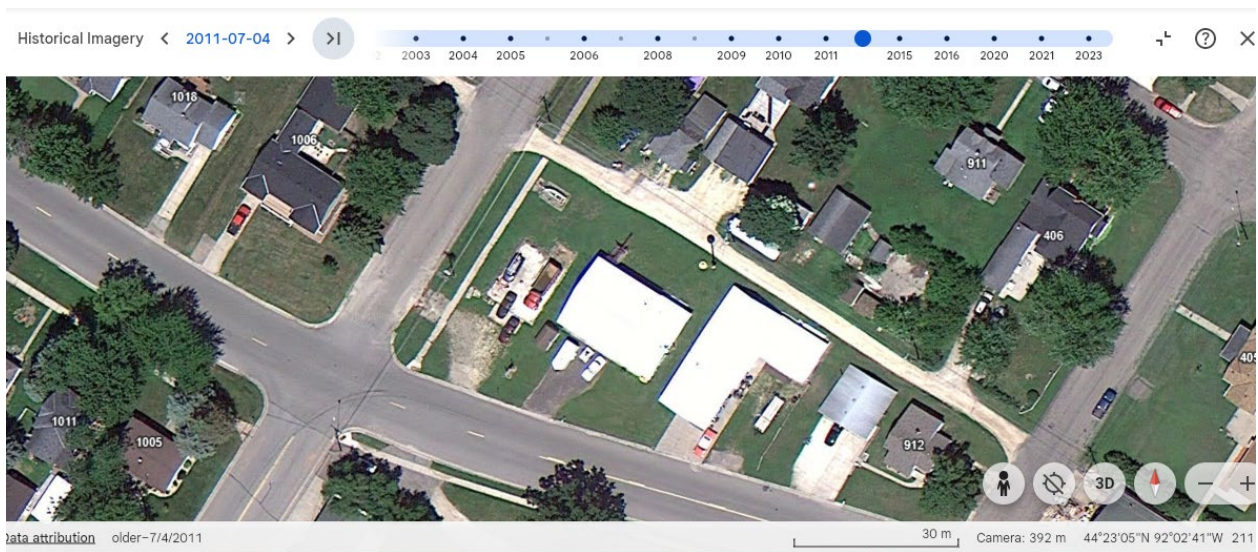
I am an advocate of small government and would hope that city ordinances would not need to be established or enforced in order to see this change. But if all other avenues have been exhausted, please use that authority.

I do not know the owners of this property. I am hopeful that once this person hears the concerns from their immediate neighbors and the community at large, they will choose to be a good neighbor and act accordingly. If the owner is old or disabled or somehow unable to manage removal of their piles of junk, please put me on a list of people who would happily volunteer to help manage the process.

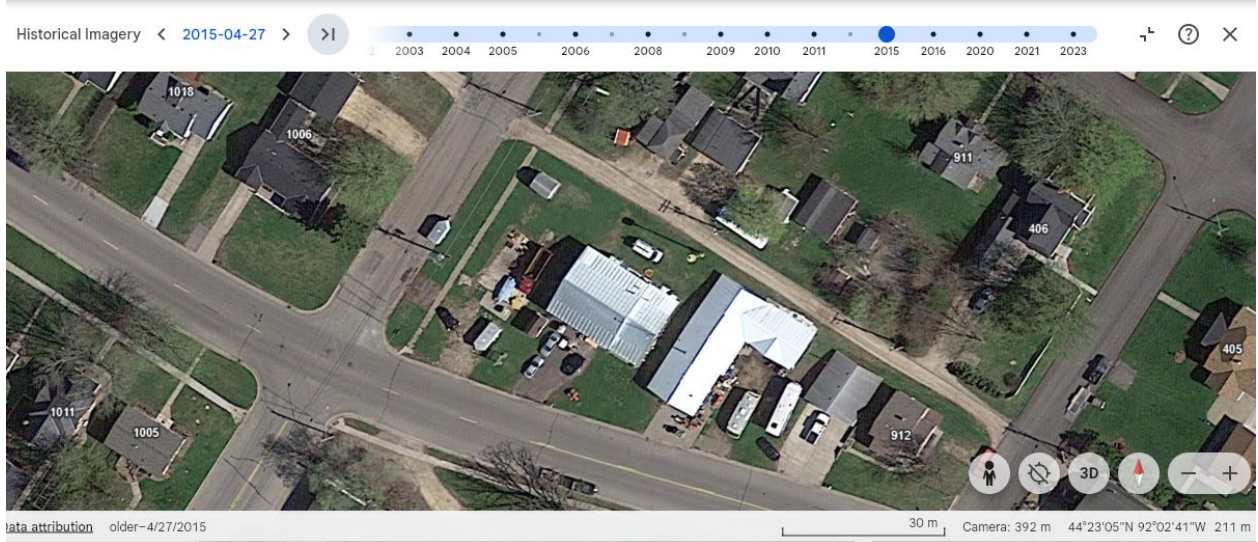
Thank you again for all you do. Please feel free to use this email although I ask that my name and email address not be shared.



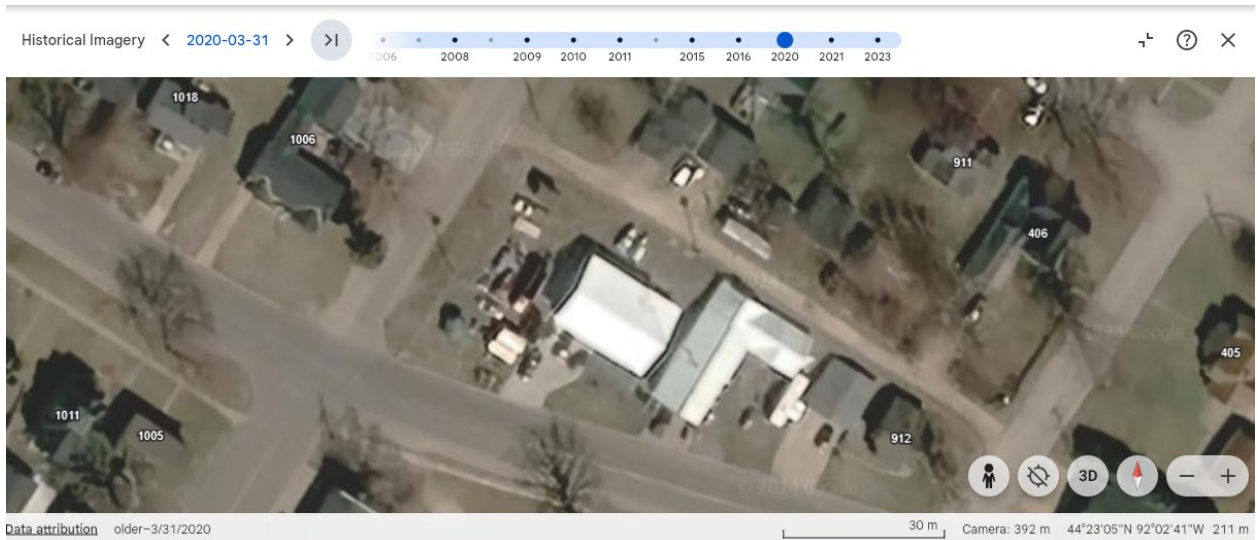
Many of the complaints that the City has received noted that the condition of the property has worsened over time and that is also why, it's been of late where the City has received more frequent complaints than before.



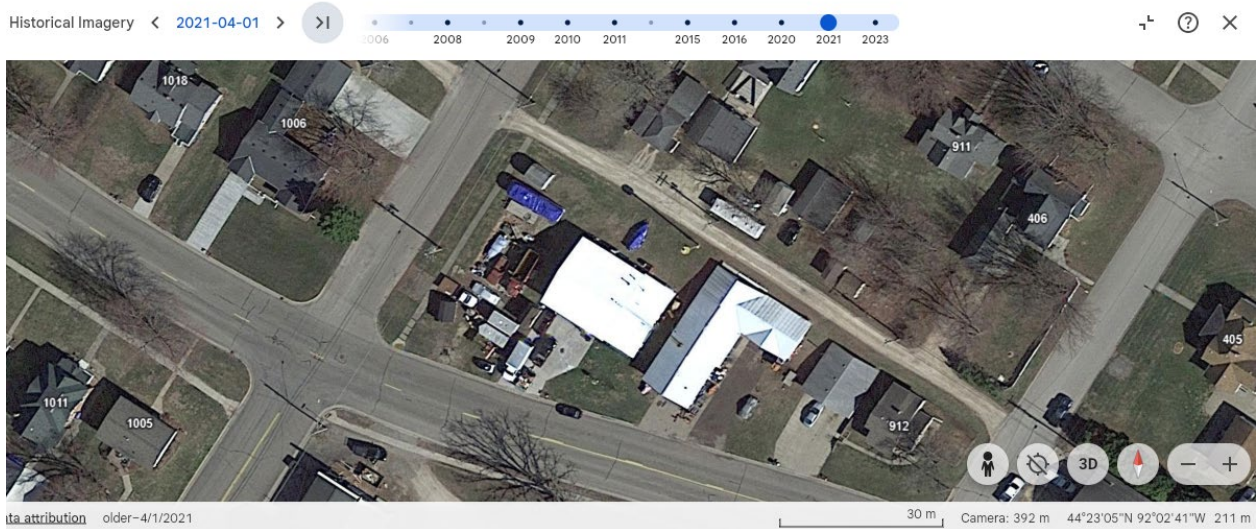
2015



2020



2021



2023

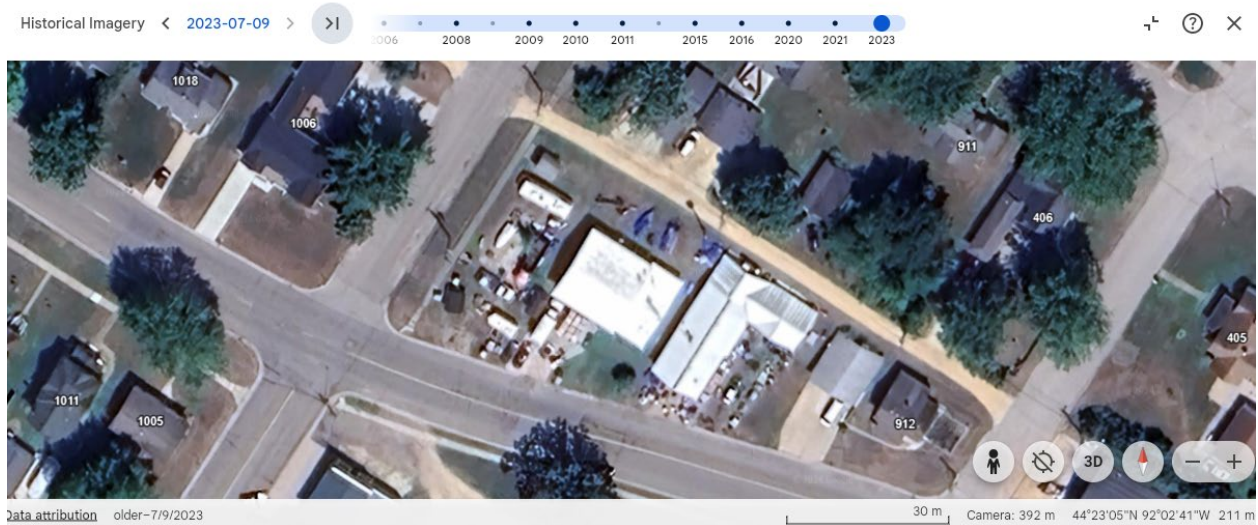


Exhibit B Wabasha County Taxpayer Records



WABASHA COUNTY

Auditor / Treasurer
625 Jefferson Avenue
Wabasha, MN 55981-1557
651-565-4410 - www.co.wabasha.mn.us

Bill #: 12097
Taxpayer: 95843

Property ID Number: R 27.00448.06

LANCE S BINNER
930 5TH GRANT BLVD
WABASHA MN 55981-1144

Property Description: Sect-29 Twp-111 Range-010 WABASHA (WABASHA CITY) Lot-008 Block-086 & W1/2 OF LOT 9 BLK 86

Property 930 GRANT BLVD W
Address: WABASHA, MN 55981

2024 Property Tax Statement

Step	VALUES AND CLASSIFICATION		
	Taxes Payable Year:	2023	2024
Step 1	Estimated Market Value:	85,900	90,300
	Improvements Excluded:		
	Homestead Exclusion:		
	New Improvements:		
	Expired Exclusions:		
	Taxable Market Value:	85,900	90,300
Step 2	Property Classification:	RES NON-H	RES NON-H
	Sent in March 2023		
Step 3	PROPOSED TAX		
	1,254.00		
Step 3	PROPERTY TAX STATEMENT		
	Sent in November 2023.		
Step 3	First half taxes due MAY 15:		657.00
	Second half taxes due OCTOBER 15:		657.00
	Total Taxes Due in 2024:		1,314.00



REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply

Taxes Payable Year

1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.

☐

Property Tax and Credits

3. Property taxes before credits
4. Credits that reduce property taxes:
 - A. Agricultural Market Value Credits
 - B. Other Credits

5. Property taxes after credits

Property Tax by Jurisdiction

6. County WABASHA COUNTY

7. City or Town WABASHA CITY

8. State General Tax

9. School District 0811

10. Special Taxing Districts

11. Non-school voter approved referenda levies

12. Total property tax before special assessments

Special Assessments on Your Property

13. Special Assessments Int: Principal:

14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS

2023

2024

1,238.00

1,314.00

1,238.00

1,314.00

361.93

348.10

641.21

653.45

95.23

149.36

137.10

160.27

2.53

2.82

1,238.00

1,314.00

1,238.00

1,314.00

FIRST HALF DUE

MAY 15

657.00

SECOND HALF DUE

OCTOBER 15

657.00

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION



WABASHA COUNTY
Auditor / Treasurer
625 Jefferson Avenue
Wabasha, MN 55981-1557
651-565-4410 - www.co.wabasha.mn.us

Bill #: 12094
Taxpayer: 95843

Property ID Number: R 27.00447.00

LANCE S BINNER
930 5TH GRANT BLVD
WABASHA MN 55981-1144

Property Description: Sect-29 Twp-111 Range-010 WABASHA (WABASHA CITY) Lot-007 Block-086

Property 936 GRANT BLVD W
Address: WABASHA, MN 55981

2024 Property Tax Statement

	VALUES AND CLASSIFICATION	
	Taxes Payable Year:	
Step 1	2023	2024
	Estimated Market Value:	14,100 14,100
	Improvements Excluded:	
	Homestead Exclusion:	
	New Improvements:	
	Expired Exclusions:	
	Taxable Market Value:	14,100 14,100
Step 2	Property Classification:	COMM COMM
	Sent in March 2023	
Step 3	PROPOSED TAX	
	282.00 Sent in November 2023.	
Step 3	PROPERTY TAX STATEMENT	
	First half taxes due MAY 15:	148.00
	Second half taxes due OCTOBER 15:	148.00
	Total Taxes Due in 2024:	296.00



REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply

Taxes Payable Year		2023	2024
1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.			
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.			
Property Tax and Credits			
3. Property taxes before credits		296.00	296.00
4. Credits that reduce property taxes:			
A. Agricultural Market Value Credits			
B. Other Credits			
5. Property taxes after credits		296.00	296.00
Property Tax by Jurisdiction			
6. County WABASHA COUNTY		90.17	80.77
7. City or Town WABASHA CITY		158.25	153.41
8. State General Tax			
9. School District 0811			
A. Voter Approved Levies		18.48	29.90
B. Other Local Levies		28.47	31.26
10. Special Taxing Districts		A. HRA 0.63	0.66
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		296.00	296.00
Special Assessments on Your Property			
13. Special Assessments Int: Principal:			
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		296.00	296.00

FIRST HALF DUE	MAY 15	148.00
SECOND HALF DUE	OCTOBER 15	148.00

**WABASHA COUNTY**

Auditor / Treasurer

625 Jefferson Avenue

Wabasha, MN 55981-1557

651-565-4410 - www.co.wabasha.mn.us

Bill #: 12095

Taxpayer: 95843

Property ID Number: R 27.00448.00

LANCE S BINNER
930 5TH GRANT BLVD
WABASHA MN 55981-1144

Property Description: Sect-29 Twp-111 Range-010 WABASHA (WABASHA CITY) Lot-010 Block-086 & E1/2 OF LOT 9 BLK 86

Property 918 GRANT BLVD W
Address: WABASHA, MN 55981-1144**2024 Property Tax Statement**

VALUES AND CLASSIFICATION			
Step 1	Taxes Payable Year:		
	2023	2024	
	Estimated Market Value:	88,000	90,000
	Improvements Excluded:		
	Homestead Exclusion:	29,300	29,100
	New Improvements:		
	Expired Exclusions:		
	Taxable Market Value:	58,700	60,900
Property Classification:	RES HMSTD	RES HMSTD	
Sent in March 2023			
Step 2	PROPOSED TAX		
	896.00		
	Sent in November 2023.		
Step 3	PROPERTY TAX STATEMENT		
	First half taxes due MAY 15:	466.00	
	Second half taxes due OCTOBER 15:	466.00	
	Total Taxes Due in 2024:	932.00	

\$\$\$ REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply

Taxes Payable Year

1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.

☐**Property Tax and Credits**

3. Property taxes before credits
4. Credits that reduce property taxes:

- A. Agricultural Market Value Credits
- B. Other Credits

5. Property taxes after credits**Property Tax by Jurisdiction****6. County WABASHA COUNTY****7. City or Town WABASHA CITY****8. State General Tax****9. School District 0811**

- A. Voter Approved Levies
- B. Other Local Levies
- A. HRA

10. Special Taxing Districts**11. Non-school voter approved referenda levies****12. Total property tax before special assessments****Special Assessments on Your Property****13. Special Assessments Int: Principal:****14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS****FIRST HALF DUE**
SECOND HALF DUE**MAY 15**
OCTOBER 15**466.00**
466.00

WABASHA POLICE DEPARTMENT

848 17th Street East, Suite 8

Wabasha, MN 55981

651-565-3361

Fax: 651-565-3843

EXHIBIT C

Nuisance Notice
September 19, 2024

Lance S Binner
930 Grant Boulevard W
Wabasha, MN 55981

YOU ARE HEREBY NOTIFIED that your property located at 936 Grant Boulevard West in the City of Wabasha **is a nuisance in violation of Wabasha City Code Section 91.15.** The following conditions exist at the property that constitute a public nuisance under this code section:

1. Storage of JUNK/RUBBISH, including barrels, wood pallets, lawn mowers, trailers, various motor parts, and other JUNK/RUBBISH which includes any material or substance stored in the open or not enclosed in a building which does not serve, nor is it intended to serve, any useful purpose or the purpose for which it was originally intended, including, but not limited to: refuse; empty cans; bottles; debris; used furniture; unused appliances; machinery parts; motor vehicle parts; remnants of wood; decayed, weathered or broken construction material no longer usable; metal; or any cast off materials.
2. Storage of JUNK CARS, which includes any unlicensed, unregistered or inoperable vehicle stored in the open.

MN 603WGA	2009 Chevrolet Cobalt
MN RVG6661	1999 Ford F550 Motor Home
MN 191WGA	1996 Honda Civic

This nuisance must be abated within ten (10) days of receiving this notice. You have the right to a hearing before the Wabasha City Council, provided that any request for a hearing must be submitted in writing to the City of Wabasha at the City Clerk's Office no later than (10) days following receipt of this notice.

In order to abate the nuisance, you must remove the junk/ rubbish, and any unregistered or inoperable junk cars, as defined above and in Section 91.15 of the Wabasha City Code, from being stored in the open at your property located at 936 Grant Boulevard in the City of Wabasha. Photos of the referenced junk/rubbish are attached hereto. If you have any questions regarding what is required of you to abate the nuisance conditions, you should contact me without delay.

WABASHA POLICE DEPARTMENT

848 17th Street East, Suite 8
Wabasha, MN 55981
651-565-3361
Fax: 651-565-3843

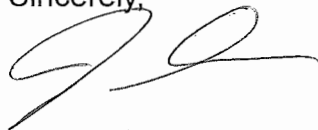
Your failure to either abate the nuisance within ten (10) days or to file a request for a hearing before the City Council will result in the City entering your property and abating the nuisance conditions, which shall include, but is not necessarily limited to, disposing of junk materials, removing and storing junk materials, and towing and storing junk vehicles. If you file a request for a hearing on this matter, a hearing before the Wabasha City Council will be scheduled and you will be given an opportunity to address the Council. The Council will either affirm or overturn this declaration of public nuisance. If affirmed, you will be ordered to comply with the abatement procedures described herein.

Pursuant to Wabasha City Code Section 91.20(C), any costs incurred by the City of Wabasha must be reimbursed by you, and any unpaid balance may be certified to the County Auditor to be collected as a special assessment against the property.

Additionally, the violations described herein constitute misdemeanor offenses under Wabasha City Code Section 91.99.

Please contact me with any questions about this matter at (651) 565-3361.

Sincerely,



Joe Stark
Chief of Police

JS/hj

Enclosures:
Nuisance Violation Property Photos

Nuisance Violation Property Photos













WABASHA POLICE DEPARTMENT

848 17th Street East, Suite 8
Wabasha, MN 55981
651-565-3361
Fax: 651-565-3843

EXHIBIT D

Notice of Public Nuisance January 21, 2025

Lance S Binner
930 Grant Boulevard W
Wabasha, MN 55981

Dear Mr. Binner:

The City previously sent you notice of nuisance conditions related to your property at 936 Grant Boulevard. Subsequent to that notice letter City staff engaged in several conversations with you about the condition of that property and the two adjacent properties you own at 918 Grant Boulevard, 930 Grant Boulevard, and 936 Grant Boulevard. The original notice letter was clearly intended to apply to the nuisance conditions at all three adjacent addresses. You are hereby notified that the nuisance conditions described in the September 19, 2024 notice letter apply to all three properties and are incorporated herein by reference. Please note that an additional section of the nuisance code has been added to support the City's finding of a nuisance – Sections 91.16(B) and 91.17(A).

We acknowledge that you are in the process of cleaning up all three properties and have constructed a fence surrounding portions of the above referenced properties. The City will continue to monitor that clean up to determine if the nuisance conditions have been adequately abated. If you wish to have the property inspected, please contact the Police Chief or City Administrator to schedule the inspection. The nuisance conditions at your properties, including the outdoor storage of junk building materials, barrels, crates, pallets, and disused machinery is depicted in the attached photographs in Exhibit A (taken 1/16/2026) and Exhibit B (taken 1/8/2025).

Based on your attorney's objections and to ensure you have adequate notice of the nuisance conditions on all three adjacent properties, have an opportunity to be heard regarding each property individually, and have the opportunity to be heard regarding all provisions of the city code cited below, the City Council continued the hearing from January 7, 2025. The City will re-notice an additional public hearing for February 4, 2025.

You or your attorney will again be given an opportunity to be heard again by the City Council at that hearing. If you wish to provide any photographic, documentary evidence, or a written argument, please provide that at least by Thursday, January 30th, 2025 so that it can be included in the council's meeting packet and the record of the proceedings.

WABASHA POLICE DEPARTMENT

848 17th Street East, Suite 8

Wabasha, MN 55981

651-565-3361

Fax: 651-565-3843

Section 1 - Nuisance Conditions

YOU ARE HEREBY NOTIFIED that your properties located at 918 Grant Blvd West, 930 Grant Blvd West and 936 Grant Blvd West in the City of Wabasha **constitute a nuisance in violation of Wabasha City Code Section 91.15, 91.16(B) and 91.17(A) and 19.19(k).**

The following conditions exist at the property that constitute a public nuisance under this code section:

1. **Section 91.15. JUNK/RUBBISH.** Any material or substance stored in the open or not enclosed in a building which does not serve, nor is it intended to serve, any useful purpose or the purpose for which it was originally intended, including, but not limited to: refuse; empty cans; bottles; debris; used furniture; unused appliances; machinery parts; motor vehicle parts; remnants of wood; decayed, weathered or broken construction material no longer usable; metal; or any cast off materials.
2. **Section 91.19(k).** The following are hereby declared to be public nuisances affecting peace and safety: Any junk or rubbish, as defined in § 91.15 of this chapter.
3. **Section 91.16(B).** No person, firm or corporation of any kind shall maintain or permit to be maintained any public nuisance identified with this section on any platted or subdivided property within the city which is either owned, leased, rented or occupied by the person, firm or corporation.
4. **Section 91.17(A).** Whoever, by act or failure to act, does any of the following is guilty of maintaining a public nuisance: (A) Maintains or permits a condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public; and

In order to abate the nuisances, you must remove the junk/ rubbish, and any unregistered or inoperable junk cars, as defined above in Section 91.15 of the Wabasha City Code, from the three properties referenced herein, or adequately address the nuisance conditions by continuing to clean up and remove machinery items, building materials, barrels, trailers, crates, pallets, from your property or move them to indoors or within a fenced-in location. If you have any questions regarding what is required of you to abate the nuisance conditions, you should contact me without delay.

Pursuant to Wabasha City Code Section 91.20(C), any costs incurred by the City of Wabasha must be reimbursed by you, and any unpaid balance may be certified to the County Auditor to be collected as a special assessment against the property.

WABASHA POLICE DEPARTMENT

848 17th Street East, Suite 8

Wabasha, MN 55981

651-565-3361

Fax: 651-565-3843

Additionally, the violations described herein constitute misdemeanor offenses under Wabasha City Code Section 91.99.

Section 2 – Use Determination

The use of your property fits within the scope of the definition of junkyard in Code Section 162.013.

JUNKYARD. Any area, lot, land, parcel, building or structure or part thereof used for the storage, collection, processing, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap or discarded goods, materials, machinery or two or more unregistered, inoperable motor vehicles or other type of junk and ancillary business offices. A **JUNKYARD** does not include such uses conducted entirely in an enclosed building.

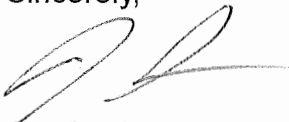
A junkyard is not a permitted use under General Commercial Zoning.

The City is further investigating the use determination of your properties and may make a use determination in the future. The City may request that you provide additional information to make such a determination.

We appreciate your continued ongoing work on the property. We will take your request for the appeal as valid for the upcoming public hearing. We will re-inspect the property, closer to the date of the hearing.

Please contact me with any questions about this matter at (651) 565-3361.

Sincerely,



Joe Stark
Chief of Police

JS/hj

Enclosures:
Nuisance Ordinance
Nuisance Violation Property Photos

Attachment to Nuisance Notice

918 Grant Blvd West, 930 Grant Blvd West, 936 Grant Blvd West

Exhibit A - Photographs taken on January 16, 2025



918 Grant Boulevard – taken from Grant Boulevard West 1



918 Grant Boulevard -930 Grant Boulevard – taken from Grant Boulevard West 2

Attachment to Nuisance Notice

918 Grant Blvd West, 930 Grant Blvd West, 936 Grant Blvd West



918 Grant Boulevard – 930 Grant Boulevard – taken from Grant Boulevard West 3



918 Grant Boulevard – taken from Grant Blvd W 4



936 Grant Boulevard – from Gambia Avenue 1



936 Grant Boulevard – from Gambia Ave 2

Attachment to Nuisance Notice

918 Grant Blvd West, 930 Grant Blvd West, 936 Grant Blvd West



936 Grant Boulevard- from Gambia Avenue 3



936 Grant Boulevard -from Alley 1

Attachment to Nuisance Notice

918 Grant Blvd West, 930 Grant Blvd West, 936 Grant Blvd West



930 Grant Boulevard- Alley view 2



930 Grant Boulevard- Alley view 3

Attachment to Nuisance Notice

918 Grant Blvd West, 930 Grant Blvd West, 936 Grant Blvd West



930 Grant Boulevard- Alley view 4

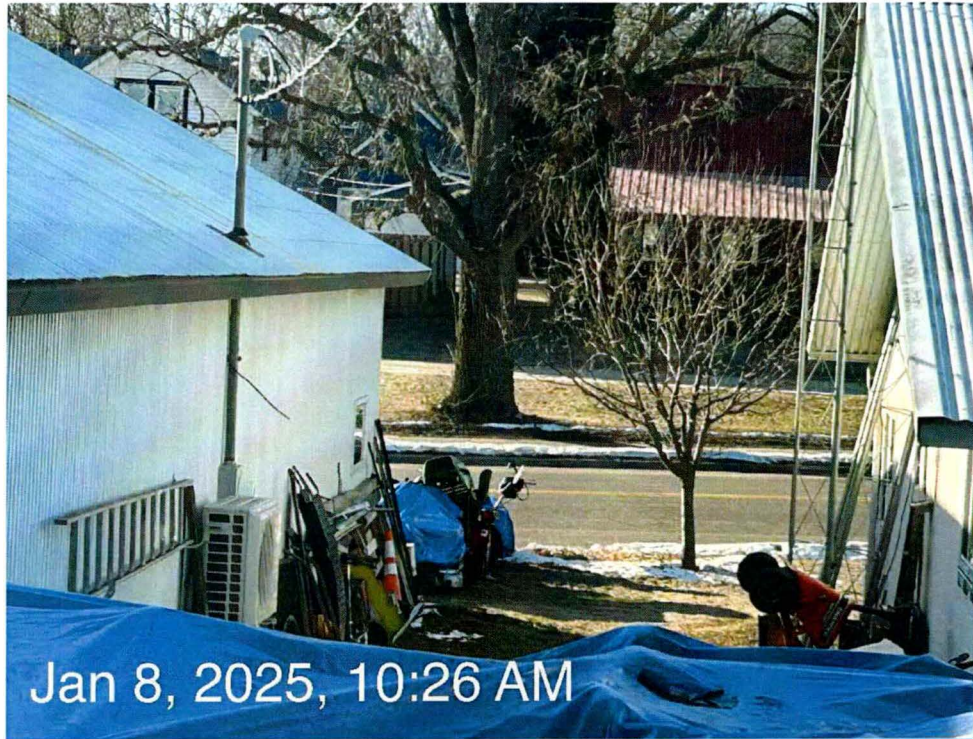
Attachment to Nuisance Notice

918 Grant Blvd West, 930 Grant Blvd West, 936 Grant Blvd West



918 Grant Boulevard Alley View 1

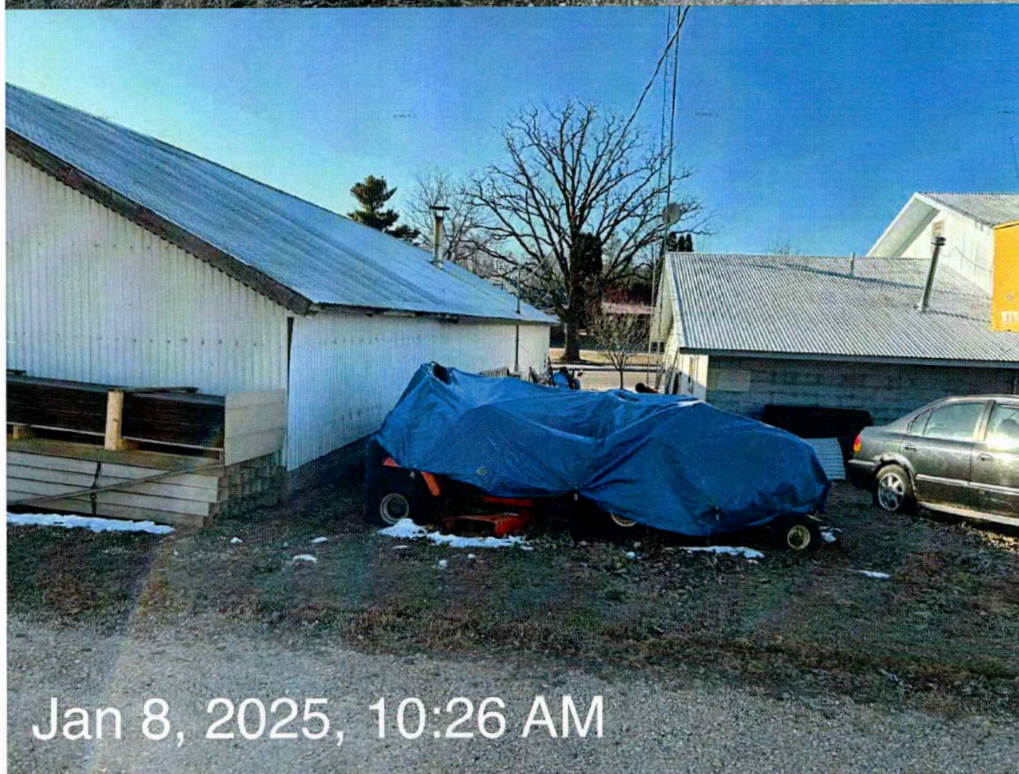
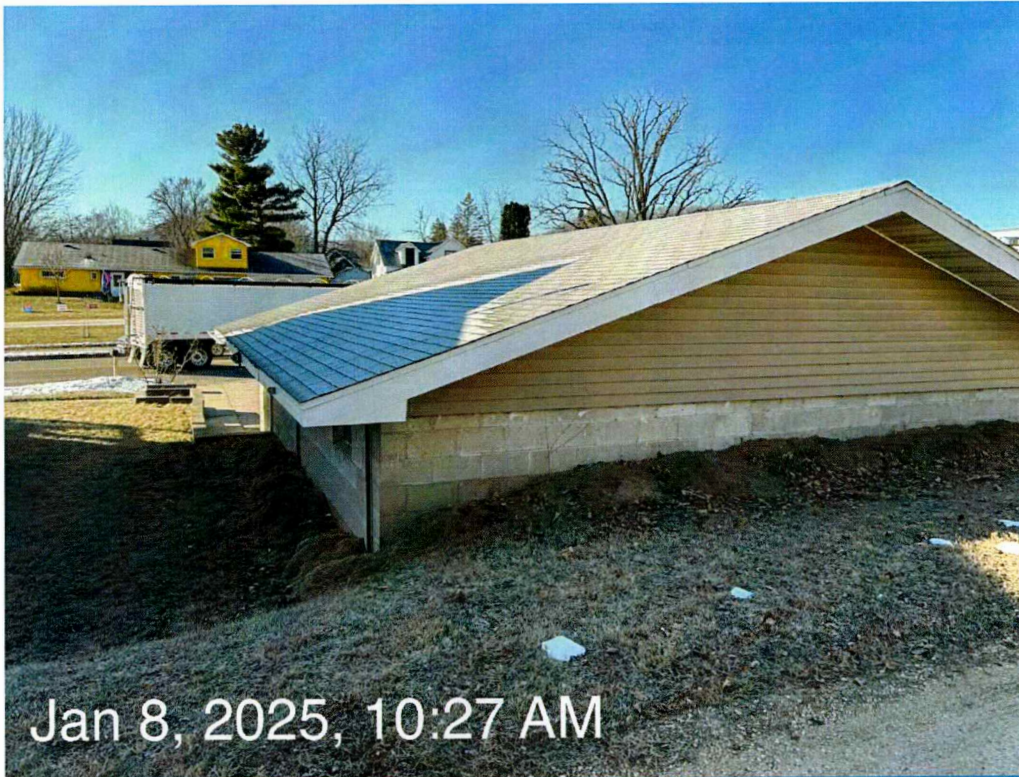
Exhibit B 1/8/2025 Nuisance Violation Property Photos

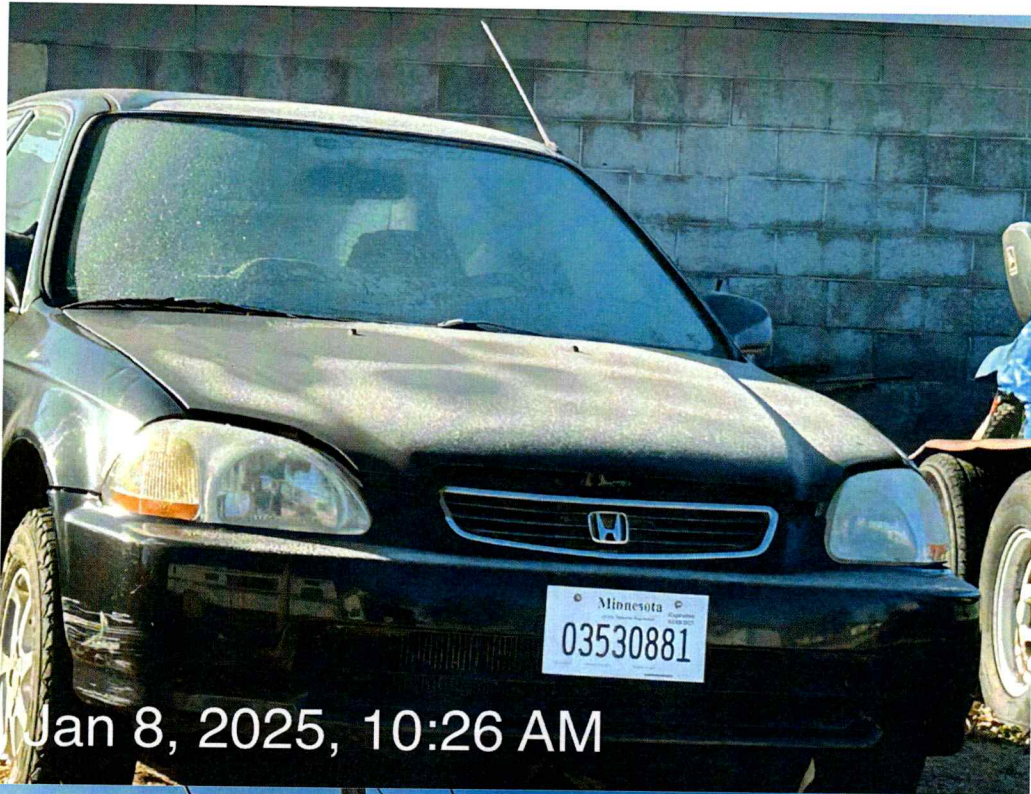


Attachment to Nuisance Notice

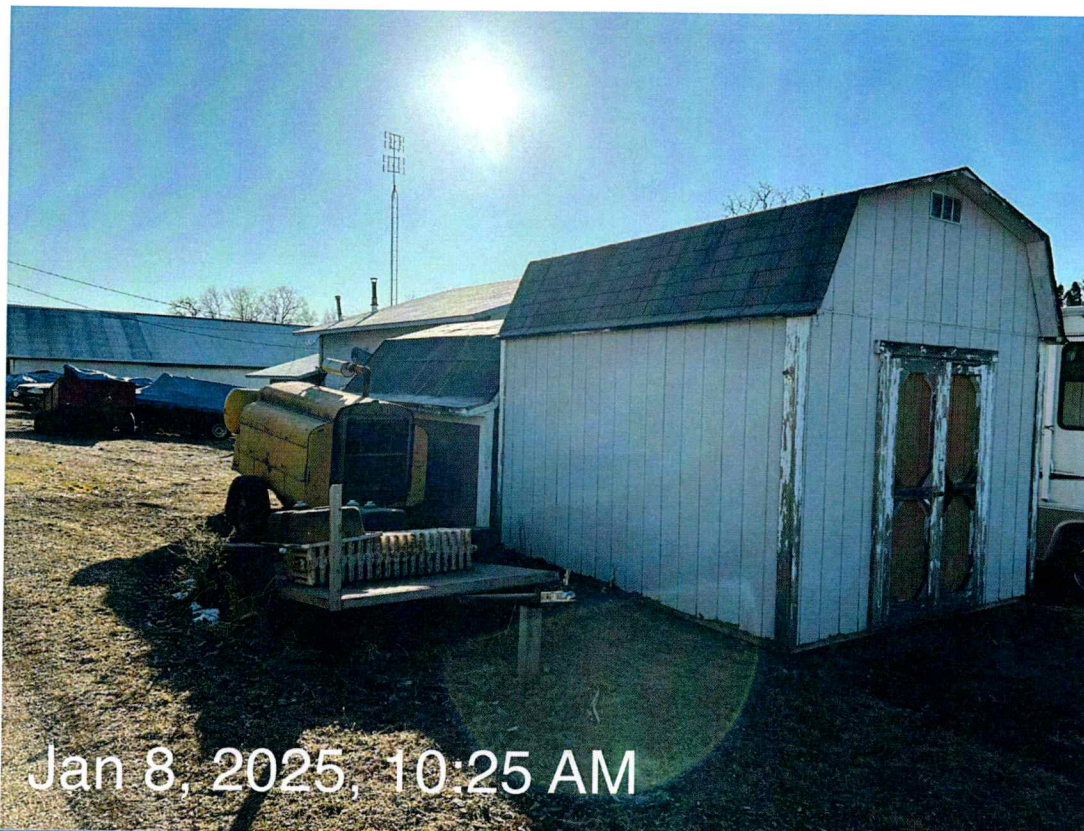
918 Grant Blvd West, 930 Grant Blvd West, 936 Grant Blvd West

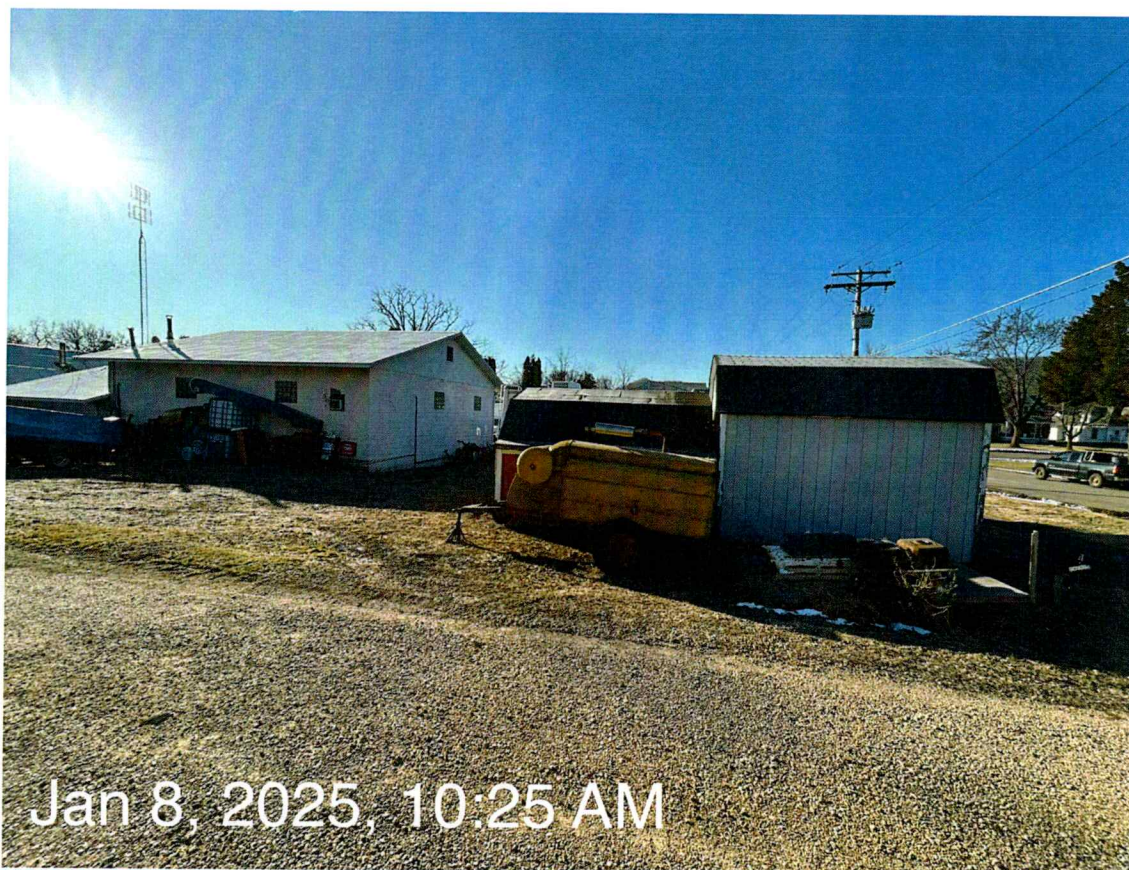












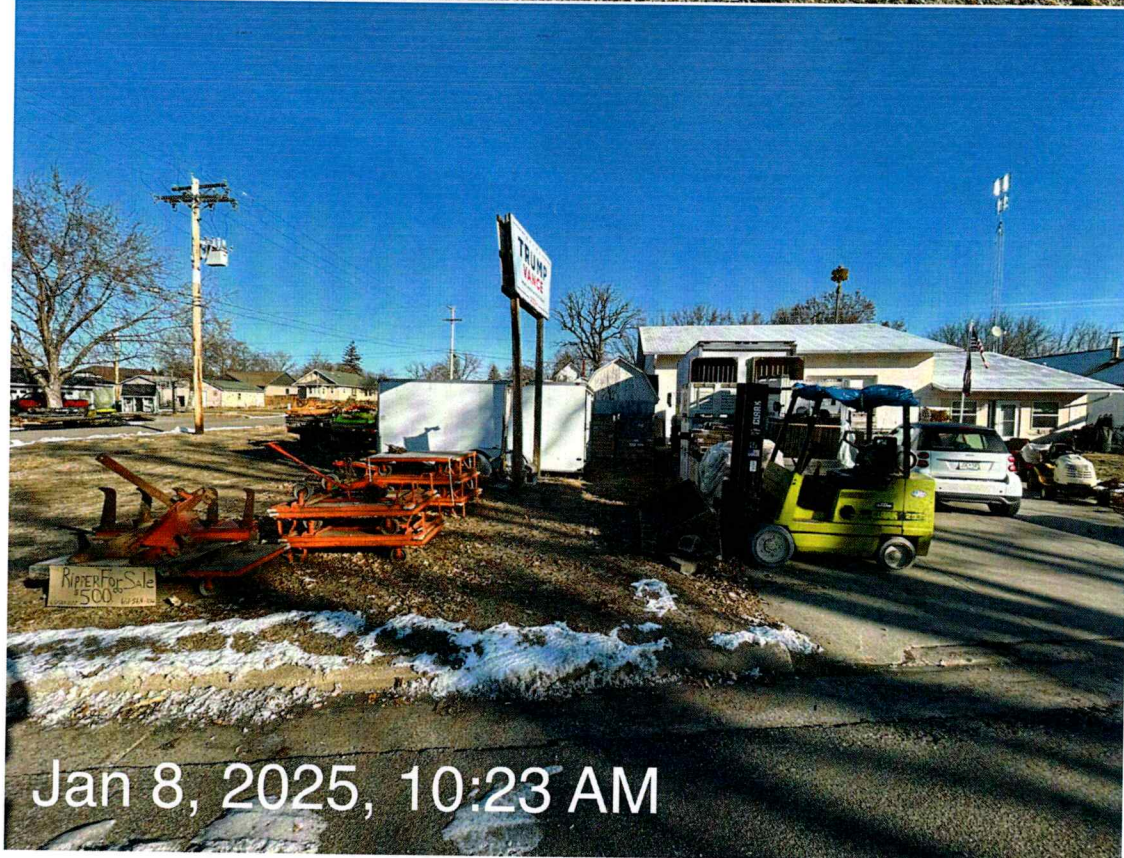
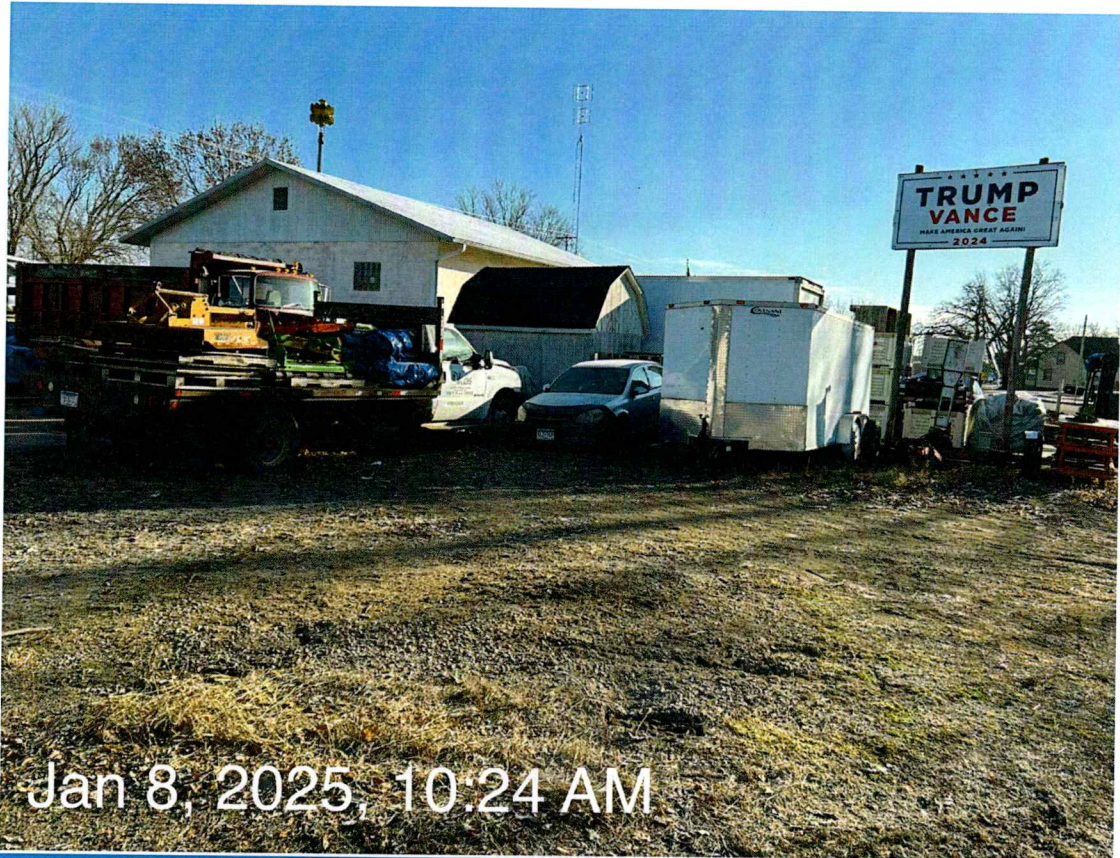




Jan 8, 2025, 10:24 AM



Jan 8, 2025, 10:24 AM









PUBLIC NUISANCES

§ 91.15 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DETERIORATED STRUCTURES. Any structure or part of any structure which because of fire, wind or other disaster, or physical deterioration is no longer habitable, nor useful.

JUNK/RUBBISH. Any material or substance stored in the open or not enclosed in a building which does not serve, nor is it intended to serve, any useful purpose or the purpose for which it was originally intended, including, but not limited to: refuse; empty cans; bottles; debris; used furniture; unused appliances; machinery parts; motor vehicle parts; remnants of wood; decayed, weathered or broken construction material no longer usable; metal; or any cast off materials.

JUNK CARS. Any unlicensed, unregistered or inoperable vehicle stored in the open.

UNSAFE BUILDINGS. Any building or structure which is structurally unsafe, does not provide adequate egress, is dangerous to human life or constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment.

(Prior Code, § 1225.01)

§ 91.16 GENERAL POLICY.

(A) It is hereby determined that the uses, structures, activities and causes of blight factors described within this section, if allowed to exist, will tend to result in blighted and undesirable neighborhoods so as to be harmful to the public welfare, health and safety.

(B) No person, firm or corporation of any kind shall maintain or permit to be maintained any public nuisance identified with this section on any platted or subdivided property within the city which is either owned, leased, rented or occupied by the person, firm or corporation.

(Prior Code, § 1225.03) Penalty, see § 91.99

§ 91.17 PUBLIC NUISANCE; GENERAL.

Whoever, by act or failure to act, does any of the following is guilty of maintaining a public nuisance:

(A) Maintains or permits a condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public; and

(B) Interferes with, obstructs or renders dangerous for passage, any public highway or right-of-way or waters used by the public.

(Prior Code, § 1225.05) Penalty, see § 91.99

§ 91.18 PUBLIC NUISANCES AFFECTING HEALTH.

The following are hereby declared to be public nuisances affecting health:

(A) All diseased animals running at large;

(B) Carcasses of animals;

(C) Accumulation of manure;

(D) Garbage cans which are not rodent-free or fly-tight or which are so maintained as to constitute a health hazard or emit foul and disagreeable odors; and

(E) Dense smoke, noxious fumes, gas and soot, or cinders in unreasonable quantities.

(Prior Code, § 1225.07) Penalty, see § 91.99

§ 91.19 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

The following are hereby declared to be public nuisances affecting peace and safety:

(A) All trees, hedges, signs or other obstructions which prevent persons from having a clear view of all traffic approaching an intersection;

(B) All obnoxious noises in violation of M.S. § 116.07, subd. 2 through 4, as it may be amended from time to time, or the state's Pollution Control Agency Rules §§ 7030.0010 through 7030.0080;

(C) Unauthorized obstructions and excavations affecting the ordinary use of the public streets, alleys, sidewalks or public grounds;

(D) Any limbs or trees, shrubs or hedges which are so close to the surface of the street or sidewalk as to constitute a danger to pedestrians or vehicles;

(E) Any well, hole or similar excavation which is left uncovered or in such other condition as to constitute a hazard to any child or other person coming on the premises where it is located;

(F) Obstruction to the free flow of water in a natural waterway or a public street drain, gutter or ditch;

(G) The placing or throwing on any street, sidewalk or other public property of any glass, tacks, nails, bottles or other substance which may injure any person or animal or damage any tire when passing over the substance;

(H) The depositing of garbage or refuse on a public right-of-way or on adjacent private property;

(I) Any junk cars, as defined in § 91.15 of this chapter;

(J) Any deteriorated or unsafe building or structure, as defined in § 91.15 of this chapter; and

(K) Any junk or rubbish, as defined in § 91.15 of this chapter.

(Prior Code, § 1225.09) Penalty, see § 91.99

§ 91.20 ENFORCEMENT.

(A) (1) The city shall determine that conditions exist which may violate this subchapter.

(2) Upon identification of a violation, notification by certified or registered letter or personal service shall be issued to the owner of the property.

(3) The notice shall identify the nature of the nuisance, the violation of this subchapter and order that the nuisance be abated within ten days of receiving notice.

(4) Upon receipt of the notification, the property owner shall proceed with alleviating the nuisance.

(B) The property owner shall have the right to a hearing before the City Council; provided that, any request for hearing must be submitted in writing to the city no later than ten days following receipt of the violation notice.

(C) (1) If the property owner requests a hearing in compliance with the provisions established by this section, a hearing before the City Council shall be scheduled.

(2) Following the hearing, the City Council shall, by resolution, determine whether a violation is evident.

(3) Upon finding of a violation, the City Council shall order that the cited conditions be abated.

(D) If an appeal to the City Council's order is not made within ten days following the City Council's decision and the property is not brought into compliance as ordered, the city will initiate action to eliminate the violation.

(E) The city shall proceed with making the necessary arrangements to have the cited violation abated. Any and all costs that may be incurred by the city to alleviate the cite violation shall be the property owner's obligation.

(F) Failure by the property owner to reimburse the city for any reasonable costs incurred concerning the enforcement of this subchapter shall be cause to certify the costs to the County Auditor as a special assessment against the property.

(Prior Code, § 1225.11)

City Council Regular

9. 3.

Meeting Date: 02/04/2025

ITEM TITLE: Public Hearing Changes to City Code Multiple Sections

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Staff has been tackling inconsistencies within City Code and has prepared minor text changes in three sections; Ambulance Commission, Heritage Preservation and Planning Commission. Research on other communities has found that specific information about dates, times or number of meetings held by boards and commissions is typically not written within Code but rather announced publicly on the City's media outlets. Please see the attached draft edits and provide any comments or changes. All edits to City Code must hold a public hearing which was advertised 10 days prior in the newspaper. Once the public hearing is complete, the suggested edits may be announced for a first read concurrently. A second read and adoption will take place at the following months' City Council meeting.

Attachments

Ordinance Edits

AMBULANCE COMMISSION

§ 31.054 MEETINGS.

Commission members shall have a duty and obligation to regularly attend meetings and be prepared for discussion.

(Ord. --, passed --)

§ 162.026 PLANNING COMMISSION.

(C) Organization and meetings. The Planning Commission shall elect a Chairperson from among its appointed members for the term of one year; and the Planning Commission may create and fill other offices as it may determine necessary. It shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions, and findings, which shall be a public record. Expenditures of the Planning Commission shall be within amounts appropriated for such purposes by the City Council.

HERITAGE PRESERVATION COMMISSION

§ 159.20 MEMBERSHIP.

(A) Pursuant to M.S. § 471.193, as it may be amended from time to time, there is hereby created and established a City Heritage Preservation Commission, hereinafter called the "Commission". The Commission shall have the responsibility of recommending to the City Council the adoption of ordinances designating areas, places, building structures, works of art or other objects having special historical, cultural or architectural interest for the community as heritage preservation landmarks or districts.

(B) The Commission shall consist of seven voting members, all of whom are to be citizens of the city appointed by the Mayor with the approval of the City Council. Members shall be persons who have demonstrated an interest in the historical, cultural or architectural development of the city. One member shall be a member of the county's Historical Society. When the persons are available, it is the duty of the Mayor and Council to appoint members with professional experience in one or more of the following area:

- (1) The management or sale of real estate;
- (2) The structural planning or design of buildings or homes; and
- (3) The preservation of landmarks or Historic Districts.

(Prior Code, § 315.05) (Ord. passed 4-19-2005)

§ 159.21 TERM.

(A) Of the seven Commission members initially appointed by the Mayor, three appointees will serve a term of two years and four appointees will serve a term of three years. All other and subsequent appointments shall be for a term of three years.

(B) (1) In the event of a vacancy, the vacancy for the unexpired term shall be filled in the same manner as the appointment was originally made.

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(Prior Code, § 315.05) (Ord. passed 4-19-2005)

§ 159.22 MEMBERSHIP COMPENSATION.

Members will not receive a salary for their services, but will be compensated for any expenses incurred in the performances of their duties.

(Prior Code, § 315.05) (Ord. passed 4-19-2005)

§ 159.24 ORGANIZATION.

The Commission, when formed, shall select from among its members such officers as it may deem necessary. The Commission shall have the power to designate and appoint from its members various committees with powers and duties equivalent to and not inconsistent with the powers and duties of the Commission. The Commission shall make such rules and regulations as it may deem advisable and necessary for the conduct of its affairs, for the purpose of carrying out the intent of this chapter, which are not inconsistent with the laws of the city and the state. The Commission shall make an annual report, containing a statement of its activities. The city shall provide the Commission with staff to perform the duties prescribed under this chapter.

(Prior Code, § 315.05) (Ord. passed 4-19-2005)

§ 159.25 RECORDS.

Minutes shall be kept of all meetings and all records and meetings of the Heritage Preservation Commission shall be open to the public. Archives of the minutes shall be kept pursuant to M.S. § 138.17, as it may be amended from time to time.

City Council Regular

10. 1.

Meeting Date: 02/04/2025

ITEM TITLE: Wabasha Nuisance Ordinance

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Please see the attached staff memo and draft ordinance prepared by City Planner Kristi Trisko.

Attachments

Staff Memo

Draft Nuisance Ordinance



Real People. Real Solutions.

MEMORANDUM

Date: January 27, 2025

To: Wabasha City Council

From: Kristi Trisko, AICP, PMP

Subject: Updated Nuisance Ordinance
City of Wabasha

Per City Council's request, I have researched and attached a draft update to the City's nuisance ordinance. This ordinance should be reviewed by city staff and Mike Flaherty prior to City Council's formal "First Read". The draft ordinance clarifies, expands, and updates nuisances largely following the League of Minnesota Cities suggested model ordinance covering nuisance issues in the following categories:

- ✓ public nuisance affecting health
- ✓ morals and decency
- ✓ peace and safety
- ✓ noise
- ✓ parking and storage
- ✓ inoperable motor vehicles

The updated ordinance also substantially updates the abatement procedure and enforcement process, outlining the details for property owner notice, appeal process, cost recovery, assessment, serving notices, removal of the nuisance by the City, and penalties.

The following City's nuisance and outdoor storage codes were reviewed: Austin, Blue Earth, Chatfield, Elgin, Hayfield, Kellogg, Kenyon, Lake City, Lanesboro, Lewiston, Maple Grove, Millville, Owatonna, Plainview, Rochester, Winona, Woodbury, Zumbro Falls, and Zumbrota.

Action from City Council

1. Provide direction to staff, consultants, and Mike Flaherty to continue to review, refine, and prepare a recommended final nuisance ordinance update for City Council's review and potential adoption.
2. Request that the Planning Commission review and possibly amend the zoning ordinance to clarify junkyards, open sales, mixes use, and outdoor storage standards.

Zoning Review of the Binner Properties:

Nuisance:

Through my review of the nineteen nuisance ordinances and outdoor storage standards from surrounding cities, largely in Southeast Minnesota and the League of Minnesota City's model nuisance ordinance, the three Binner parcels would be designated as a nuisance in all city codes researched.

Use:

As a residential and home occupation/commercial use, not an active commercial business with incidental outdoor merchandise, the Binner properties would only fall into a mixed use rather than a traditional commercial use as defined below and should meet screening performance standards for their storage in a similar manner as the other researched city codes.

Outdoor Storage:

All other researched codes with outdoor storage standards require screening with fence or landscaping if storage is visible to public roadways or residential properties if not part of an active business with incidental outdoor merchandise or vehicle dealerships attached to a commercial business with typical indoor offices, sales space, employees and off-street parking. I.E. a typical Ford dealership or incidental merchandise from a hardware store that is visible by streets but largely locked and/or lit at night to keep secure or brought in nightly.

Given that the Binner parcels, currently a residential and home occupation/commercial use are visible on three sides by public roadways; 5th Grant Boulevard West, Gambia Avenue, and the public alley as well as surrounded by residential parcels, all outdoor storage should be required to be screened with a fence or solid landscaped hedge from three sides of the properties.

Performance Standards:

Performance Standards found in Section 162.085 of the Wabasha City Code outlines more than 23 sections of standards covering a wide range of topics to help uses to be more compatible with their surrounding land uses. Home occupations, minimum housing standards, fences and walls, major traffic generators, and solar gardens are just a few of these standards. Outdoor storage should be added to this section and direction provided that will require screening for site storage.

I will work with the Planning Commission to add performance standards for outdoor storage to Section 162.085 and update the use chart for open sales and mixed uses and all other uses that contain an outdoor sales or storage component to be conditionally approvable to allow for a careful review of all incidental outdoor sales and/or storage within the City. Minnesota State Statute allows for the review of existing and future uses to conform to performance standards that are applied to all similar uses.

ORDINANCE NO. 91.00

AN ORDINANCE AN ORDINANCE REGULATING PUBLIC NUISANCES WITHIN THE CITY OF WABASHA, MINNESOTA

The City Council of WABASHA, Minnesota ordains:

91.15 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DETERIORATED STRUCTURES. Any structure or part of any structure which because of fire, wind or other disaster, or physical deterioration is no longer habitable, nor useful.

JUNK/RUBBISH. Any material or substance stored in the open or not enclosed in a building which does not serve, nor is it intended to serve, any useful purpose or the purpose for which it was originally intended, including, but not limited to: refuse; empty cans; bottles; debris; used furniture; unused appliances; machinery parts; motor vehicle parts; remnants of wood; decayed, weathered or broken construction material no longer usable; metal; or any cast off materials.

JUNK CARS. Any unlicensed, unregistered or inoperable vehicle stored in the open.

UNSAFE BUILDINGS. Any building or structure which is structurally unsafe, does not provide adequate egress, is dangerous to human life or constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment. (Prior Code, § 1225.01)

91.16. PUBLIC NUISANCE PROHIBITION.

A person must not act, or fail to act, in a manner that is or causes a public nuisance. For the purpose of this ordinance, a person that does any of the following is guilty of maintaining a public nuisance:

- A. Maintains or permits a condition which unreasonably annoys, injures, or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public; or
- B. Interferes with, obstructs, or renders dangerous for passage, any public highway or right-of-way, or waters used by the public; or
- C. Does any other act or omission declared by law or this ordinance to be a public nuisance.

91.17. PUBLIC NUISANCES AFFECTING HEALTH.

The following are hereby declared to be nuisances affecting health:

- A. The exposed accumulation of decayed or unwholesome food or vegetable matter;
- B. All diseased animals running at large;
- C. All ponds or pools of stagnant water;
- D. Carcasses of animals not buried or destroyed within twenty-four (24) hours after death;
- E. Accumulation of manure, refuse, or other debris;
- F. Privy vaults and garbage cans which are not rodent-free or fly-tight, or which are so maintained as to constitute a health hazard or to emit foul and disagreeable odors;
- G. The pollution of any public well or cistern, stream or lake, canal or body of water by sewage, industrial waste, or other substances;

- H. All noxious weeds and other rank growths of vegetation upon public or private property;
- I. Dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities;
- J. All public exposure of people having a contagious disease; and
- K. Any offensive trade or business as defined by statute not operating under local license

91.18. PUBLIC NUISANCES AFFECTING MORALS AND DECENCY.

The following are hereby declared to be nuisances affecting public morals and decency:

- A. All gambling devices, slot machines, and punch boards, except otherwise authorized and permitted by federal, state, or local law;
- B. Betting, bookmaking, and all apparatus used in those occupations;
- C. All houses kept for the purpose of prostitution or promiscuous sexual intercourse, gambling houses, houses of ill fame, and bawdy houses;
- D. All places where intoxicating or 3.2 malt liquor is manufactured or disposed of in violation of law or where, in violation of law, people are permitted to resort, for the purpose of drinking intoxicating or 3.2 malt liquor, or where intoxicating or 3.2 malt liquor is kept for sale or other disposition in violation of law, and all liquor and other property used for maintaining that place; and
- E. Any vehicle used for the unlawful transportation of intoxicating or 3.2 malt liquor, or for promiscuous sexual intercourse, or any other immoral or illegal purpose.

91.19. PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

The following are declared to be nuisances affecting public peace and safety:

- A. All snow and ice that is not removed from public sidewalks within twenty-four (24) hours after the snow or other precipitation causing the condition has ceased to fall.
- B. All limbs, trees, hedges, billboards, or other obstructions which prevent people from having a clear view of all traffic approaching an intersection;
- C. All wires and limbs of trees that are so close to the surface of a sidewalk or street as to constitute a danger to pedestrians or vehicles.
- D. Any person participating in any party or other gathering that causes the unreasonable disturbing of the peace, quiet, or repose of another person in such a manner as to be plainly audible at the boundary of the real property, building, structure, or residence from which the noise originates, or at a distance of 50 feet from the source of the noise. "Plainly audible" is defined as sound that can be detected by a person using their unaided hearing faculties.
- E. All unnecessary and annoying vibrations.
- F. Obstructions and excavations affecting the ordinary public use of streets, alleys, sidewalks, or public grounds, except under conditions as are permitted by this ordinance or other applicable law.
- G. Radio aerials or television antennae erected or maintained in a dangerous manner.
- H. Any use of property abutting on a public street or sidewalk or any use of a public street or sidewalk that causes large crowds or people to gather, obstructing traffic and the free use of the street or sidewalk.
- I. All hanging signs, awnings, and other similar structures over streets and sidewalks, so situated as to endanger public safety, or not constructed and maintained as provided by ordinance.
- J. The allowing of rainwater, ice, or snow to fall from any building or structure upon any street or sidewalk or to flow across any sidewalk.
- K. Any barbed wire fence located less than six (6) feet above the ground and within three (3) feet of a public sidewalk or way.

- L. All dangerous, unguarded machinery in any public place, or so situated or operated on private property as to attract the public.
- M. Wastewater cast upon or permitted to flow upon streets or other public properties.
- N. Accumulations in the open of discarded or disused machinery, junk cars, junk, or rubbish, household appliances, automobile bodies or other materials in a manner conducive to the harboring of rats, mice, snakes, vermin, or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health, or other safety hazards from such accumulation.
- O. Any well, hole, or similar excavation that is left uncovered or in such other conditions as to constitute a hazard to any child or other person coming on the premises where it is located.
- P. Obstruction to the free flow of water in a natural waterway or a public street drain, gutter, or ditch with trash or other materials.
- Q. The placing or throwing on any street, sidewalk, or other public property of any glass, tacks, nails, bottles, or other substances that may injure any person or animal or damage any pneumatic tire when passing over such substance.
- R. The depositing of garbage or refuse on a public right-of-way or on adjacent private property.
- S. Reflected glare or light from private exterior lighting exceeding 0.5 footcandles as measured on the property line of the property where the lighting is located when abutting any residential parcel, and one (1) footcandle when abutting any commercial or industrial parcel.
- T. Any deteriorated or unsafe building or structure which have not been maintained in a safe and healthy condition under Minnesota State Building Code.
- T. All other conditions or things that are likely to cause injury to the person or property of another.

91.20. NOISE VIOLATIONS.

- A. **Prohibited noises.** The following are declared to be nuisances affecting public health, safety, peace, or welfare:
 - 1. Any distinctly and loudly audible noise that unreasonably annoys, disturbs, injures, or endangers the comfort, repose, health, peace, safety, or welfare of any person, or precludes their enjoyment of property, or affects their property's value in such a manner as to be plainly audible at the boundary of the real property, building, structure, or residence from which the noise originates, or at a distance of 50 feet from the source of the noise. (this general prohibition is not limited by any specific restrictions provided in this ordinance). "Plainly audible" is defined as sound that can be detected by a person using their unaided hearing faculties.
 - 2. All obnoxious noises, motor vehicle or otherwise, in violation of Minn. R. Ch. 7030, as they may be amended from time to time, are hereby incorporated into this ordinance by reference.
 - 3. Construction activities. No person shall engage in or permit construction activities involving the use of any kind of electric, diesel, or gas-powered machine or other power equipment, between the hours of 10:00 p.m. and 6:00 a.m. on any weekday or between the hours of 9:00 a.m. and 9:00 p.m. on any weekend or holiday.

91.21. NUISANCE PARKING AND STORAGE.

- A. Declaration of nuisance. The outside parking and storage on any property of large numbers of vehicles, materials, supplies, or equipment not customarily used for the permitted purpose of the site in violation of the requirements set forth below is declared to be a public nuisance because it:
 - 1. Obstructs views on streets and private property,

2. Creates cluttered and otherwise unsightly areas,
3. Prevents the full use of public streets for parking,
4. Decreases adjoining landowners' and occupants' use and enjoyment of their property and neighborhood, and
5. Otherwise adversely affects property values and neighborhood patterns.

B. Unlawful parking and storage.

1. A person must not place, store, or allow the placement or storage of ice fishing houses, skateboard ramps, playhouses, or other similar non-permanent structures outside continuously for longer than twenty-four (24) hours in the front yard area of property unless more than one hundred (100) feet back from the front property line.
2. A person must not place, store, or allow the placement or storage of pipe, lumber, forms, steel, machinery, or similar materials, including all materials used in conjunction with a business, outside on any property, unless shielded from public view and all other properties by a fence or landscaped screen unless outdoor sales is approved by the City.
3. A person must not cause, undertake, permit, or allow the outside parking and storage of vehicles on residential property unless it complies with the following requirements:
 - a. No more than four (4) vehicles per lawful dwelling unit may be parked or stored anywhere outside on residential property, except as otherwise permitted or required by the city because of the non-residential characteristics of the property. The maximum number does not include vehicles of occasional guests who do not reside on the property.
 - b. Vehicles that are parked or stored outside in the front yard areas must be on a paved or graveled parking surface or driveway area.
 - c. Vehicles, watercraft, and other articles stored outside on residential property must be owned by a person who resides on that property. Students who are away from school for periods of time but still claim the property as their legal residence will be considered residents on the property.

91.22. INOPERABLE MOTOR VEHICLES.

- A. **Declaration of nuisance.** Any motor vehicle described in this section shall constitute a hazard to the health and welfare of the residents of the community as such vehicles can harbor noxious diseases, furnish a shelter and breeding ground for vermin, and present physical danger to the safety and well-being of children and citizens. Motor vehicles also contain various fluids which, if released into the environment, can and do cause significant health risks to the community.
- B. **Inoperable motor vehicles.** It shall be unlawful to keep, park, store, or abandon any motor vehicle that is not in operating condition, partially dismantled, used for repair of parts or as a source of repair or replacement parts for other vehicles, kept for scrapping, dismantling, or salvage of any kind, or which is not properly licensed for operation within the state, pursuant to Minn. Stat. § 168B.011, subd. 3, as it may be amended from time to time.
- C. **Screening.** This section does not apply to a motor vehicle enclosed in a building and/or kept out of view from any street, road, or alley, and which does not foster complaints from a resident of the city. Privacy fencing is permissible.

91.23. ABATEMENT OF NUISANCES.

City officials may apply and enforce any provision of this ordinance relating to public nuisances within this jurisdiction. Any peace officer or other designated city official shall have the power to

inspect private premises and take all reasonable precautions to prevent the commission and maintenance of public nuisances. Except in emergency situations of imminent danger to human life and safety, no peace officer or designated city official will enter private property for the purpose of inspecting or preventing public nuisances without the permission of the owner, resident, or other person in control of the property, unless the officer or person designated has obtained a warrant or order from a court of competent jurisdiction authorizing entry.

91.24. ABATEMENT PROCEDURE.

- A. **Standard Abatement.** Unless a different procedure is specifically authorized by this code or other applicable law, and except as otherwise provided under clauses (b), (c), and (d) below, the following procedure shall apply to abatement of public nuisances.
1. **Notice.** When the City Administrator or the City Administrator designee responsible for enforcement, including but not limited to the Police Chief, the Fire Chief, the Building Official, City Inspectors, and Police Officers, determines that a public nuisance is being maintained or exists on real property in the City, the City Administrator the City Administrator's designee shall notify in writing the owner and occupant or other responsible party of that fact and order that the nuisance be terminated and abated. The notice shall be served upon the owner of the real property and the occupant, if other than the owner, either personally or by first class mail supported by an affidavit of mailing sent to the last known address of the owner and occupant of the property. Failure of the party to receive the notice does not invalidate the service of the notice. Notice to the owner shall be satisfied by notice to the person listed as the taxpayer on the County's tax records. A notice tag shall also be posted on the real property in a conspicuous place at or near the entrance to the dwelling/building situated on the real property where the dwelling/building number or address is displayed. If the real property is not occupied, the owner is unknown, or no other responsible party can be reasonably identified, notice may be served by posting it on the property for a period of at least 72 hours. The notice must state:
 - a. The property location of the public nuisance
 - b. The nature of the public nuisance, with reference to the appropriate code provision(s);
 - c. The corrective action that must be taken to abate the nuisance and a reasonable amount of time within which the nuisance is to be abated;
 - d. That if the owner, occupant, or other responsible party does not comply with the notice within the time specified, the City may provide for abating the nuisance itself by entering upon the property and taking the corrective actions identified in the notice following the appeal period;
 - e. that the owner, occupant, or other responsible party has the right to appeal the designation as a public nuisance by submitting a request in writing to the City Clerk before the earlier of (i) the date by which abatement of the identified nuisance must be completed as stated in the notice, or (ii) seven calendar days after service of the notice, whichever is sooner; and
 - f. that the City may assess its costs incurred in abating the nuisance against the property in accordance with this section and applicable law
 2. **Appeal.** The owner, occupant, or other responsible party served with a notice under paragraph (a)(1) above may appeal the nuisance designation to the City Council within the time provided in the notice by submitting a request to appeal in writing to the City Clerk. If

a timely appeal is submitted, the matter must be scheduled for a hearing before the City Council. A notice of the hearing must state the date, time, and location of the City Council hearing, must be served in the same manner as the abatement notice, and must be given at least ten days before the hearing. After holding the hearing, the City Council may issue an order requiring abatement of the nuisance consistent with paragraph (a)(3). Failure to timely appeal constitutes waiver of such right to appeal and hearing upon the nuisance designation.

3. Abatement.

- a.** If the City Council, after hearing an appeal under paragraph (a)(2) orders abatement of the nuisance, or if no timely appeal is submitted and the nuisance is not abated as required in the notice of abatement within the deadline given in the notice of abatement, then the City may enter onto the property on which the nuisance exists and cause the same to be abated or removed by the City in any manner it deems appropriate in accordance with the corrective actions stated in the notice of abatement. Abatement may include, but shall not be limited to, removal, cleaning, painting of exterior surfaces, extermination, cutting, mowing, snow removal, grading, sewer repairs, water repairs, draining, securing, boarding unoccupied structures, barricading or fencing, removing dangerous portions of structures, junk, debris or materials, removal of equipment, materials, and vehicles, and demolition of dangerous structures or abandoned buildings in addition to any other corrective actions authorized by state law, regulations or ordinance. If deemed necessary by the City Administrator, the City may seek summary enforcement of the abatement order in the district court by causing a copy of the abatement order and notice of motion for summary enforcement to be served on the owner and occupant in the manner provided for service of a summons in a civil action, or alternatively obtain an administrative search and seizure warrant and abate the nuisance.
- b. Summary Abatement.** The City Administrator or the City Administrator's designee responsible for enforcement may provide for abating a public nuisance pursuant to paragraph (a)(3) without following the standard abatement procedure required in paragraphs (a)(1-2) above when
 - i. There is an immediate threat to the public health or safety;
 - ii. There is an immediate threat of serious property damage; or
 - iii. A public nuisance has been caused by private parties on public property.

If the City summarily abates the nuisance under this paragraph, the enforcing officer must reasonably attempt to notify the owner, occupant, or other responsible party of the intended summary abatement action in advance of such action, and thereafter must serve written notice of the owner's right to appeal the cost recovery for such summary abatement to the City Council in the manner required for service of the abatement notice required in paragraph (a)(1) above. An appeal of a summary abatement under this paragraph shall be limited to the issue of cost recovery by the City.

- c. Major Abatement.** When the City Administrator or the City Administrator's designee determines that the cost of abating a nuisance will exceed \$5,000 based on

a reasonable, good faith estimate determined by the City, the standard abatement procedure provided in paragraph (a) shall apply as altered in the following manner

- i. The abatement notice must provide that if the noticed party does not abate the nuisance as provided in the notice within the time specified in the notice, the matter will be referred to the City Council for a hearing.
- ii. The abatement notice must specify the date, time, and location of the hearing before the City Council.
- iii. The City must cause notice of the date, time, and location of the hearing before the City Council to be published at least ten days before the hearing and allow any parties who wish to be heard an opportunity to address the City Council during the hearing.

- d. **Abatement of Junk Motor Vehicle Nuisance.** The owner of the real property on which a junk motor vehicle is located shall be responsible to remove the junk motor vehicle to a duly licensed junk yard or other authorized place of deposit or storage within 10 days of a notice/demand by the City. The term “junk motor vehicle” is defined in section 32.01(b)(19).

Notice. The notice/demand shall be served upon the owner of the real property either personally or by first class mail, supported by an affidavit of mailing sent to the last known address of the person(s) listed as the taxpayer on the County’s tax records. If the registered owner of the junk motor vehicle can be ascertained, notice shall also be served on said person(s) in like manner. A notice tag shall also be posted on the real property in a conspicuous place at or near the entrance to the dwelling/building situated on the real property where the dwelling/building number or address is displayed. If the premises are not occupied, the registered owner is unknown, or no other responsible party can be reasonably identified, notice may be served by posting it on the front door of the property for a period of at least 72 hours before abatement action is taken by the City. The notice must state:

1. the property location of the junk motor vehicle and description of the junk vehicle;
2. the nature of the public nuisance, with reference to the appropriate code provision(s);
3. the corrective action that must be taken to abate the nuisance and the time (10 days) within which the nuisance is to be abated;
4. that if the real property owner or the registered owner of the junk motor vehicle does not comply with the notice within the 10-day time period specified, the City shall tow the junk motor vehicle from the property and impound the vehicle and dispose of the same in like manner as other impounded vehicles pursuant to applicable law, ordinances and City towing/impound contracts;
5. that the real property owner or the registered owner of the junk motor vehicle has the right to appeal the designation as a junk motor vehicle as provided in the notice/demand from the City by submitting a request in writing to the City Clerk before the earlier of (i) the date by which abatement of the identified nuisance must be completed as

stated in the notice, or (ii) seven calendar days after service of the notice/demand, whichever is sooner; and

6. that the City may assess its costs incurred in abating the nuisance against the real property in accordance with this section and applicable law.

- ii. **Appeal of Junk Motor Vehicle Nuisance Notice.** The owner of the real property or the registered owner of the junk motor vehicle served with a

notice/demand by the City under paragraph (d)(1) above may appeal the nuisance designation to the City Council within the time provided in the notice/demand by submitting a request to appeal in writing to the City Clerk. If a timely written appeal is submitted, the matter must be scheduled for a hearing before the City Council. A notice of the appeal hearing must state the date, time, and location of the City Council hearing, must be served in the same manner as the abatement notice, and must be given at least ten days before the hearing. After holding the hearing, the City Council may issue an order requiring abatement of the nuisance consistent with paragraph (3). Failure to timely appeal constitutes a waiver of such right to appeal and hearing upon the nuisance designation.

- iii. **Abatement.** If the City Council, after hearing an appeal under paragraph (d)(2) orders abatement of the nuisance, or if no timely appeal is submitted and the nuisance is not abated within the deadline given in the notice/demand, then the City may enter onto the property on which the nuisance exists and tow and impound the junk motor vehicle and dispose of the same in like manner as other impounded vehicles pursuant to applicable law, ordinances and City towing/impound contracts.
- e. **Cost Recovery.** The owner of property on which a nuisance has been abated by the City, or a person who has caused a public nuisance on property not owned by that person, is personally liable to the City for the cost of the abatement, including, without limitation, administrative costs, court fees and costs, consultant and/or contractor services fees and expenses, and attorneys' fees, if applicable. Unpaid charges constitute a lien against the premises where the abatement occurred on and after the date they were incurred. As soon as the abatement work has been completed and the cost determined, an appropriate official will prepare a bill for the cost and mail it to the owner or other responsible party for payment thereby. The amount is immediately due and payable to the City within 30 days of the date of the City's invoice.
- f. **Assessment.** If the cost of abatement, or any portion of it, has not been paid under paragraph (e) within 30 days after the date of the City's invoice, the Council may, at any time, certify the unpaid cost against the property to which the cost is attributable. Before certification against the property, reasonable notice of the impending certification and an opportunity to be heard by the Council must be given to the taxpayer of record. Failure of the taxpayer to receive the notice will not invalidate the certification. The Council may certify all unpaid costs so assessed to the county auditor for collection along with current property taxes in the following year or in annual installments, not exceeding ten, as the Council may determine in each case.
- g. **Remedy Not Exclusive.** Abatement action under this section does not preclude any other civil or criminal enforcement procedure.
- h. **"Weeds" Defined.** "Weeds" shall mean and include not only such noxious weeds as defined in Minnesota Rules 1505.0751, but also such undesirable, useless, uncultivated and troublesome plants as are commonly known as weeds to the general public and all pollen producing plants which are a hazard to hay fever sufferers.

- i. **Permitting or Maintaining Growth.** It shall be unlawful for any owner or occupant, if other than the owner, of any occupied or unoccupied lot or land or any part thereof, to permit or maintain on any such lot or land, or on or along the sidewalk, street or alley adjacent to the same between the property line and the curb or middle of the alley or for 10 feet outside the property line if there be no curb, any growth of weeds and/or grass, brush or other rank vegetation to a greater height than 6 inches on the average or any accumulation of dead weeds, grass or brush which may conceal filthy deposits of garbage and refuse and provide harborage for rodents; provided, that in those blocks that are 25% developed or less, weeds, etc., shall be cut at least once during the growing season at the discretion of the weed inspector.
- j. **Duty of Owner and Occupant to Remove.** It shall be the duty of any owner and occupant, if other than the owner, of any lot or land or any part thereof, to cut and remove or cause to be cut and removed all such weeds and/or grass, brush and rank vegetation as often as may be necessary to comply with the provisions of this section; provided, that the cutting and removing of such weeds and/or grass, brush and rank vegetation at least once in every three weeks, between May 15 and September 15, shall be considered compliance with this chapter.
- k. **Publication of General Notice for Control and Eradication.** A general notice for the control and eradication of weeds and/or grass, brush and rank vegetation shall be published in the official newspaper on or before May 15 of each year. Failure of weed inspector to publish a general weed notice or to serve individual notices herein provided does not relieve any person from the necessity of full compliance with any and all provisions and regulations of this chapter. In all cases such published notice shall be deemed legal and sufficient notice.
- l. **Serving Notices.** Whenever the city weed inspector finds it necessary to secure prompt eradication or cutting and removal of weeds and/or grass, brush and rank vegetation in individual cases or in the event of failure to comply with the general published notice, the city weed inspector shall serve individual notices in writing upon the owner and occupant, if other than the owner, giving specific instructions when and how the weeds and/or grass, brush and rank vegetation are to be cut and removed. The notice shall be served upon the owner of the property and on the occupant, if other than the owner, either personally or by first class mail supported by an affidavit of mailing sent to the last known address of the owner and occupant of the property. A notice tag shall also be affixed to the door of any building situated on the property. Service on an owner living temporarily or permanently outside of the city whose property is vacant or unoccupied may be made by sending the notice by first class mail supported by an affidavit of mailing to the last known address of such person, to be ascertained, if necessary, from available public records.
- m. **Removal by City.** If any owner or occupant, if other than the owner, upon whom the individual notice is served, fails to comply with the notice either by refusal or neglect to cut and remove such weeds and/or grass, brush and rank vegetation within 7 days after service of such notice, the city weed inspector shall cause such weeds and/or grass, brush and rank vegetation to be cut and removed. Promptly

upon completion of the work of removal of the weeds and/or grass, brush and rank vegetation, the city administrator or his designated representative shall serve upon the owner by first class mail an itemized statement of the actual cost of such cutting and removal plus the actual cost of supervision, including cost of serving notice upon the person responsible for such cutting and removal; such statement to include an administrative fee as set forth in the Section 51.01 of this Code.. If the owner fails to pay, the city administrator shall submit to the city council the itemized accounting of costs and a recommendation that the city council by resolution authorize that an assessment be levied upon such lot or land in accordance with Minnesota Statutes, chapter 429.

The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property with interest accrued to the date of payment to the city treasurer; except, that no interest shall be charged if the entire assessment is paid within 30 days of the date of adoption of such assessment resolution.

- n. **Penalty.** Any person who shall fail, neglect or refuse to comply with the provisions of the individual notice delivered or sent to him or shall resist or obstruct the city weed inspector or person or persons hired by him to cut and remove weeds and/or grass, brush and rank vegetation, shall, upon conviction thereof, be subject to a fine not exceeding \$500 or imprisonment for a term not exceeding 90 days.

91.27. SEVERABILITY.

If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

91.28. EFFECTIVE DATE.

This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by Minn. Stat., § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

Passed by the City Council of _____, Minnesota this _____ day of Month, Year.

Mayor

Attested:

City Clerk

City Council Regular

10. 2.

Meeting Date: 02/04/2025

ITEM TITLE: First Read Change to City Code Sections 31.054, 162.026, 159.20, 159.21, 159.22,

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

First read of code revision.

ACTION REQUIRED:

No action required at this time. A second read and adoption will take place next month.

Attachments

First Read Code

AMBULANCE COMMISSION

§ 31.054 MEETINGS.

Commission members shall have a duty and obligation to regularly attend meetings and be prepared for discussion.

(Ord. --, passed --)

§ 162.026 PLANNING COMMISSION.

(C) Organization and meetings. The Planning Commission shall elect a Chairperson from among its appointed members for the term of one year; and the Planning Commission may create and fill other offices as it may determine necessary. It shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions, and findings, which shall be a public record. Expenditures of the Planning Commission shall be within amounts appropriated for such purposes by the City Council.

HERITAGE PRESERVATION COMMISSION

§ 159.20 MEMBERSHIP.

(A) Pursuant to M.S. § 471.193, as it may be amended from time to time, there is hereby created and established a City Heritage Preservation Commission, hereinafter called the "Commission". The Commission shall have the responsibility of recommending to the City Council the adoption of ordinances designating areas, places, building structures, works of art or other objects having special historical, cultural or architectural interest for the community as heritage preservation landmarks or districts.

(B) The Commission shall consist of seven voting members, all of whom are to be citizens of the city appointed by the Mayor with the approval of the City Council. Members shall be persons who have demonstrated an interest in the historical, cultural or architectural development of the city. One member shall be a member of the county's Historical Society. When the persons are available, it is the duty of the Mayor and Council to appoint members with professional experience in one or more of the following area:

- (1) The management or sale of real estate;
- (2) The structural planning or design of buildings or homes; and
- (3) The preservation of landmarks or Historic Districts.

(Prior Code, § 315.05) (Ord. passed 4-19-2005)

§ 159.21 TERM.

(A) Of the seven Commission members initially appointed by the Mayor, three appointees will serve a term of two years and four appointees will serve a term of three years. All other and subsequent appointments shall be for a term of three years.

(B) (1) In the event of a vacancy, the vacancy for the unexpired term shall be filled in the same manner as the appointment was originally made.

.

(Prior Code, § 315.05) (Ord. passed 4-19-2005)

§ 159.22 MEMBERSHIP COMPENSATION.

Members will not receive a salary for their services, but will be compensated for any expenses incurred in the performances of their duties.

(Prior Code, § 315.05) (Ord. passed 4-19-2005)

§ 159.24 ORGANIZATION.

The Commission, when formed, shall select from among its members such officers as it may deem necessary. The Commission shall have the power to designate and appoint from its members various committees with powers and duties equivalent to and not inconsistent with the powers and duties of the Commission. The Commission shall make such rules and regulations as it may deem advisable and necessary for the conduct of its affairs, for the purpose of carrying out the intent of this chapter, which are not inconsistent with the laws of the city and the state. The Commission shall make an annual report, containing a statement of its activities. The city shall provide the Commission with staff to perform the duties prescribed under this chapter.

(Prior Code, § 315.05) (Ord. passed 4-19-2005)

§ 159.25 RECORDS.

Minutes shall be kept of all meetings and all records and meetings of the Heritage Preservation Commission shall be open to the public. Archives of the minutes shall be kept pursuant to M.S. § 138.17, as it may be amended from time to time.

City Council Regular

10. 3.

Meeting Date: 02/04/2025

ITEM TITLE: Second Read and Adoption Change to City Ordinance Chapter 31 Park Board

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

A Public Hearing and First read took place on January 7th, 2025. All changes to City ordinance require a first and second read with adoption. Tonight will be a formal second read and adoption of the attached text.

ACTION REQUIRED:

Motion to approve

Attachments

Park Board Ord. Change

§ 31.020 ESTABLISHMENT.

(A) The Park Board for the city is hereby created to be composed of five members, who shall be qualified residents or are property owners in the city. They shall be appointed by the Mayor, with consent from Council.

(B) When first created, one member shall be appointed for one year, one for two years and one for three years and, thereafter, each Board member shall be appointed for a three-year term; except that, vacancies shall be filled for the unexpired term only.

(C) Each Board member shall take the oath prescribed by law before assuming the duties of his or her office and shall continue in office until his or her successor has been appointed and qualified.

(Prior Code, § 7B.01) (Ord. passed 3-8-2000; Ord. passed 3-1-2011; Ord. passed 7-2-2018)

City Council Regular

10. 4.

Meeting Date: 02/04/2025

ITEM TITLE: Council Member participation on Great River Rail Commission

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Staff was contacted by Sandie Syverson of Rasmey County to see if the City Council would like to name somebody as a member and/or an alternate to the Great River Rail Commission. Wabasha hasn't named a member or alternate for many years. There's no cost for the City of Wabasha to participate. The member counties are the financial partners. I have attached a document that provides more information about Great River Rail Commission (GreatRiverRail.org).

ACTION REQUIRED:

Appoint a member and or alternate if the Council wishes to participate.

Attachments

The Great River Rail Commission



About the Commission

In 1996, the Midwest Regional Rail Initiative began assessing the prospect of improving passenger rail infrastructure. Its comprehensive report indicated the potential success of high-speed train service between the Twin Cities and Chicago. The Minnesota Department of Transportation began an environmental analysis of high-speed rail and the Minnesota High-Speed Rail Commission was formed in June 2009 based on this potential.

In January 2018, Minnesota Department of Transportation suspended work on the high-speed rail project. In the fall 2018, the Minnesota High-Speed Rail Commission began the process of changing its name to the Great River Rail Commission to better fit its mission and purpose; advocating for faster, safer and more frequent passenger rail service between the Twin Cities and Chicago. The name change became official in September 2019.

The Great River Rail Commission is one of the leading voices on passenger rail in Minnesota. Made up of officials from local and regional governments from Saint Paul to La Crosse, the Commission advocates for passenger rail options along the Mississippi River Route, connecting the Twin Cities with Milwaukee and Chicago. The Commission's long range vision is that the Borealis train, launched in 2024, demonstrates demand for further investment in faster, more frequent passenger rail service.

Commission Goals

- To increase transportation alternatives by expanding passenger rail service between the Twin Cities and Chicago, serving three cities in Minnesota and 13 cities in total.
- To increase freight rail capacity along the corridor.
- To bolster economic development in the state of Minnesota, especially in the Minnesota portion of the corridor between the Twin Cities and La Crescent.
- To increase safety for rail and highway users.

Commission Role

The commission seeks to accomplish its goals through:

- Actively supporting project development as a financial partner.
- Coordinating with the Minnesota Department of Transportation and other entities responsible for project development to ensure accountability.
- Advocating for projects with local, state and federal governments.
- Implementing a Strategic Communications Plan to raise awareness with River Route stakeholders.

History of the Commission

The Great River Rail Commission was originally known as the Minnesota High Speed Rail Commission (Commission). The Commission was a joint powers board established in 2009 under Minnesota Law that enabled the member parties to cooperatively advocate for, analyze the feasibility, environmental impacts, engineering, construction, and

operation of an integrated rail transportation system in the Minnesota High Speed Rail Corridor that included passenger, high speed, commuter, and freight rail along with its associated land use and development impacts. In 2010, the Minnesota Department of Transportation (MnDOT) began work on a Tier 1 Environmental Impact Statement (EIS) for a high-speed passenger rail connection to Chicago, Illinois. The work included evaluation of route alternatives, preliminary conceptual engineering of needed capital improvements and simulations of operating up to six round-trips daily. Later in 2010, Wisconsin Governor Scott Walker rejected \$800 million in federal stimulus funds intended to develop a high-speed rail connection between Milwaukee and Madison, Wisconsin. Work continued the Tier 1 EIS until 2017 when Minnesota legislators blocked the acceptance of federal funding to continue the study.

In 2015, Amtrak announced the completion of a feasibility study evaluating the addition of one round-trip passenger train between Chicago and the Twin Cities, travelling at conventional speeds of up to 79 miles per hour along the current Amtrak Empire Builder route. The study found that one additional round-trip could attract approximately 155,000 riders annually and was recommended for further study. With funding provided by Ramsey County Regional Railroad Authority, Wisconsin Department of Transportation and the La Crosse Area Planning Committee, work began in 2016 on the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study. This study evaluated several service alternatives to determine how the additional round-trip can be operated most efficiently with freight trains on the Saint Paul to Chicago corridor and integrate with the Hiawatha schedule between Milwaukee and Chicago. The draft final report found that with infrastructure improvements near Winona, MN, La Crosse, WI, and Columbus, WI, two service alternatives could be implemented with no impact to rail freight traffic.

The Commission has shifted its focus away from high-speed passenger rail and actively supported the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study. In July 2017, the Joint Powers Agreement was amended to clarify the Commission's purpose as an advocacy organization that supports rail analysis and research for faster and more frequent passenger train service to Chicago, to revise its dues structure, and to memorialize the identification of the current membership.

In fall 2018, the Minnesota High-Speed Rail Commission began the process of changing its name to the Great River Rail Commission to better fit its mission and purpose. The Commission voted on the name change in January 2019; the formal name change process was completed by an amendment to the Commission by-laws in September 2019.

Milestones

- **October 2024** - *Borealis* reaches 100,000 passenger milestone
- **May 21, 2024** - *Borealis* service begins
- **2023** - Minnesota and Wisconsin commit 35% of operating costs not covered by fares for operation of *Borealis*; Illinois to contribute 30%
- **2021** - Minnesota commits \$10 million for capital improvements for *Borealis*
- **2020** - *Borealis* receives funding pledges. Commitments include:
 - A federal grant for capital funds of \$31.8 million
 - A federal grant for startup operations in the amount of \$12.569 million
 - A commitment for capital funds from the state of Wisconsin of \$6.2 million
 - A commitment of capital funds from Amtrak of \$5 million
- **September 2019** - Commission changes its name to the Great River Rail Commission to better fit its mission and purpose.
- **December 2019** - MnDOT completes Phase 1 of TCMC Second Train study.
- **July 2016** - MnDOT kicks off the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Study (Phase 1), and La Crosse Area Planning Committee joins the MN High-Speed Rail Commission.
- **July 2015** - Amtrak Feasibility Study of adding a second daily round trip is completed finding that additional service between Saint Paul and Chicago shows promise.
- **November 2011** - Alternatives Selection Report completed leading to selection by the Federal Railroad Administration and MnDOT of the River Route as the preferred route for high-speed rail between the Twin Cities and Chicago.
- **June 2009** - Minnesota High-Speed Rail Commission formed.

Annual Reports

Each year the Great River Rail Commission releases an annual report on meetings surrounding Great River Rail. activities around the project's development and other relevant passenger rail information.

[2023 Annual Report \(Newsletter\)](#)
[2022 Annual Report \(Newsletter\)](#)
[2021 Annual Report \(Newsletter\)](#)
[2020 Annual Report \(Newsletter\)](#)
[2019 Annual Report \(Newsletter\)](#)
[2018 Annual Report \(Newsletter\)](#)
[2017 Annual Report \(Newsletter\)](#)
[2016 Annual Report \(Newsletter\)](#)
[2015 Annual Report \(Newsletter\)](#)

Meeting Documents

Stay current on all the exciting and informative

Upcoming Meetings 2024 Meeting Schedule

Commission Agendas and Minutes

Each file includes the agenda packet for the current meeting and minutes for the previous meeting.

[September 5, 2024](#)
[June 6, 2024](#)
[May 2, 2024](#)
[September 7, 2023](#)
[June 1, 2023](#)
[March 2, 2023](#)
[January 5, 2023](#)

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City Council Regular

10. 5.

Meeting Date: 02/04/2025

ITEM TITLE: Appoint Board of Appeal and Equalization members for 2025

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Last years LBAE members were commissioners Wodele, Sulla and Meurer. One member from each ward must be present for LBAE hiring held in April. At least one member on the LBAE must have up-to-date training. Not all members are required to have the training.

ACTION REQUIRED:

Appoint a council member from each ward to sit on the LBAE for 2025.

City Council Regular

11. 1.

Meeting Date: 02/04/2025

ITEM TITLE: February Donations - Resolution 02-2025

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

All donations must be accepted by City Council.

ACTION REQUIRED:

motion to approve the resolution of donations.

Attachments

Resolution 02-2025 February Donations

CITY OF WABASHA
RESOLUTION No. 02-2025
RESOLUTION ACCEPTING DONATIONS

WHEREAS The City of Wabasha is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS the following persons and entities have offered to contribute the cash amounts or items set forth below to the city for the following.

- **LIBRARY**
 - \$2406 – Don Yarolimek
 - \$50 – Agatha Hubbard
 - \$100 – Anonymous
 - \$25 – In memory of Janey Drysdale by Fred & Diane Schjolberg
 - \$25 – In memory of Dorothy Walter by Linda Brehmer
 - \$100 – In memory of Eugene (Bunny) Wodele by Anonymous
 - \$100 – In memory of Dorothy Walter by Anonymous
 - \$2000 –in Honor of Marie & Isaac Perry from the Joe & Elaine Omann Family Foundation
 - \$50 – Diana Ginkel
- **POLICE DEPARTMENT**
 - \$250 – Ricci & Lauri Marzolf -for safety training & equipment
- **FIRE DEPARTMENT**
 - \$16,000 Wabasha Firemen's Relief Association

WHEREAS all such donations contributed are determined to be a benefit to the citizens of the City of Wabasha; and

WHEREAS The City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are hereby acknowledged and accepted and shall be used in accordance with the terms prescribed by the donor.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Wabasha on February 4th, 2025.

Approved:

Mayor - Emily Durand

Attested:

City Clerk – Wendy Busch

City Council Regular

13. 1.

Meeting Date: 02/04/2025

ITEM TITLE: Review Strategic Plan and New Building Discussion Workshop Date

DEPARTMENT: Administration

PURPOSE:

ITEM SUMMARY:

Would Tuesday February 25th work for everyone at 3pm?

For strategic plan, I will ask Department Heads if they have any changes or suggestions ahead of the meeting. I will provide suggestions.

For building report, we plan to review again the financial implications of the options and financing. Director Marking says the everyday operations continued to be hampered by lack of an adequate building
