

Minutes
Silver Lake City Council
7:00 Special Meeting
September 6, 2023
Silver Lake Auditorium

Mayor Bebo called the special meeting to order at 7:03pm

Members present: Mayor Bruce Bebo, Councilor Sandie Adams-Bruins, Councilor Joanna Jacobs, Councilor Josh Mason, Councilor Chris Penaz

Members Absent: None

Staff present: Diane Pedersen, Dale Kosek

Others present: Ken Janssen, Aaron Rasmussen, Roger Pokornowski, Kevin Vorlicek, Keith & Stacy Anderson, Lisa Jamison, Connie Jamison, Cort Jamison

Motion by Councilor Mason second by Councilor Penaz to approve the agenda. Vote for: Unanimous. Motion carried.

Department Business:

1. Administration

a. Grand Avenue curb cut – council email discussion points.

- i. This contract is for the period of four years, effective September 2023 through September 2027, with no renewal option.
- ii. This contract is between the City of Silver Lake, Hale Township and Mr. Aaron Rasmussen and is non-transferable. Should the property be sold prior to September 30, 2027, while this contract is in effect, this must be disclosed to all potential buyers and the curb and right-of-way (boulevard) must be restored prior to closing allowing access to the property off Railroad Street only.
- iii. Mr. Rasmussen pays for all fees and expenses to construct the driveway and curb cut as well as restoring the curb and right-of-way (boulevard) by September 30, 2027, the end of this contract, or upon sale of the property, whichever comes first.
- iv. A security deposit to restore the curb and right-of-way (boulevard) at the end of this contract in the amount of \$1,000 is due at the time of signing of this contract. This deposit may be returned once the curb and right-of-way (boulevard) have been properly restored by Mr. Rasmussen as determined by City of Silver Lake Public Works.
- v. Curb and right-of-way (boulevard) must be restored by the end of the contract period, 11:59pm September 30, 2027, or prior to closing should the property be sold, whichever comes first. Should the curb and right-of-way not be restored by the stated time and date, a fee of \$500 per day will be assessed to Mr. Rasmussen and the City of Silver Lake will retain the right to restore the curb and right-of-way using the security deposit retained by the city. Should Mr. Rasmussen not pay the assessed fee in a timely manner, the city may pursue all legal actions to obtain payment.
- vi. An annual fee of \$600, with \$200 due on at the signing of this contract for the remainder of 2023 and then \$600 due on or before January 1, 2024 – 2027 thereafter.
- vii. The address to this property is to remain its legal address of 588 Railroad Street NW as recorded on the property tax statement, as the city is not granting permanent access to the city street. Upon conclusion of the four-year contract, all access to the property off Grand Avenue will be complete and the only access to the property will be using the Railroad Street access.
- viii. Mr. Rasmussen will be responsible, at his expense, for submitting a site plan along with this contract depicting how the future driveway will be constructed using Railroad Street access. All expenses related to the site plan as well as the removal/clearing of all structures/hazards and all

other costs associated with the completion of the access off Railroad Street will be the responsibility of Mr. Rasmussen.

- ix. No work can be done on the driveway or curb until this contract is signed by all parties and is filed with the City of Silver Lake and Hale Township along with the site plan for the future driveway off Railroad Street.

b. Council meeting Discussion

i. City Attorney points for discussion

- 1. Does not see a need for the city to enter into a contract but the city does have that option if it is their wish to do so. He does not see a legal obligation to do so.
- 2. If the city chooses to go forward, it would be a License Agreement that is entered into, and it would have to be airtight to prevent future issues.
- 3. Planning Commission discussion to determine use restrictions.
- 4. The license agreement would be recorded against and would be attached to the title of the property.
- 5. License agreement should have a site plan attached that is to be followed and if it isn't followed, makes this contract null and void.

ii. Points to be used by the city attorney to draft a license agreement.

- 1. This contract is for the period of seven (7) years, effective January 1, 2024, through December 31, 2030, with no renewal option and non-transferrable.
- 2. This contract is between the City of Silver Lake and Mr. Aaron Rasmussen. Should the property be sold prior to December 31, 2030, while this contract is in effect, this must be disclosed to all potential buyers and the curb and right-of-way (boulevard) must be restored prior to closing allowing access to the property off Railroad Street only.
- 3. Mr. Rasmussen pays for all fees and expenses to construct the driveway and curb cut as well as restoring the curb and right-of-way (boulevard) by December 31, 2030, the end of this contract, or upon sale of the property, whichever comes first.
- 4. A security deposit to restore the curb and right-of-way (boulevard) at the end of this contract in the amount of \$2,500 is due at the time of signing of this contract. This deposit may be returned once the curb and right-of-way (boulevard) have been properly restored by Mr. Rasmussen as determined by City of Silver Lake Public Works.
- 5. Curb and right-of-way (boulevard) must be restored by the end of the contract period, December 31, 2030, or prior to closing should the property be sold, whichever comes first. If the curb and boulevard are unable to be restored prior to the end of the contract, proof of contract with a contractor stating that the work will be completed by an acceptable date must be presented to the city council. Should Mr. Rasmussen not meet the terms of the contract, a fee of \$50 per day will be assessed to Mr. Rasmussen until the terms are met with the City of Silver Lake retaining the right to restore the curb and right-of-way using the security deposit retained by the city. Should Mr. Rasmussen not pay the assessed fee in a timely manner, the city may pursue all legal actions to obtain payment.
- 6. An annual fee as determined below is due on or before January 1 each year. Should the payment not be received by the date due, this contract is null and void and the city will have the right to use the security deposit to replace and repair the curb cut and boulevard.

2023 \$200

2024 \$600

2025 \$650

2026 \$700

2027 \$750

2028 \$800

2029 \$850

2030 \$900

- 7. The address to this property is to remain its legal address of 588 Railroad Street NW as recorded on the property tax statement, as the city is not granting permanent access to the city street. Upon conclusion of this seven-year licensed agreement, all access to the

property off Grand Avenue will be complete and the only access to the property will be using the township access on Railroad Street.

8. Mr. Rasmussen will be responsible, at his expense, for submitting a site plan along with this contract depicting how the future driveway will be constructed using Railroad Street access. All expenses related to the site plan as well as the removal/clearing of all structures/hazards and all other costs associated with the completion of the access off Railroad Street will be the responsibility of Mr. Rasmussen. Any deviation from the site plan that affects the future driveway as represented on the site plan must be presented to the City Council for approval.
9. No work can be done on the driveway or curb until this contract is signed by all parties and is filed with the City of Silver Lake and McLeod County along with the site plan for the future driveway off Railroad Street.

Adjourn

Motion by Councilor Penaz second by Councilor Adams-Bruins to adjourn the meeting at 8:40pm. Vote for: Unanimous. Motion carried.

Diane E. Pedersen, City Clerk/Treasurer

Seal of the City