



Meeting Agenda

May 6, 2019 (7:00PM)

Please call 507-479-3219 if you are unable to attend

- I. Call meeting to order**
- II. Pledge of Allegiance**
- III. Agendas & Minutes**
 1. Consider 5/6/2019 Agenda
 2. Consider 4/1/2019 Minutes
- IV. Introduction of Planning and Zoning members**
- V. Bills and Communications:**
 - A. RLF Fund Balance: \$1,180.19 (as of 5/2/19)
- VI. Monthly Reports/Updates:**
 1. Mayor's report
 2. Council Liaison report
 - i. Mark Wentzlaff
 - ii. Diane Brown
- VII. Unfinished business:**
 1. Discussion/recommendation on listing parcel 34.0037.000 with Mike Westphalen
 2. Update from Councilmember Shane Sheets on RS Fiber
 3. Discussion on building permit fees (committee meeting)
 4. Identify an area of improvement within the City to work on
- VIII. New Business:**
 1. Role of the planning and zoning commission
 - I. City Ordinance
 - II. Comprehensive Plan
 2. Business Breakfast - JIT
- IX. Board and Director Comments**
- X. Adjournment**



April 1, 2019 (7:00PM)

I. Call meeting to order

Members Present: Scott Vos, Jason Mackenthun, Victor Schwartz, Denise Schuft, Mark Miller, Diane Brown

Members Absent: Mark Wentzlaff

Staff Present: Amy Newsom

Guests Present: Mayor Joe Kreger

II. Agendas & Minutes – Motion to approve made by Miller, second by Schwartz, Motion carried.

1. Consider 4/1/2019 Agenda
2. Consider 3/4/2019 Minutes

III. Bills and Communications:

- A. RLF Fund Balance: \$1,012.21 (as of 3/29/2019)

IV. Monthly Reports/Updates:

1. Mayor's report
 - a. none
2. Council Liaison report
 - i. Mark Wentzlaff - none
 - ii. Diane Brown – none

V. Unfinished business:

1. Update on Green Isle Refrigerated Warehouse
 - a. Discussion by the Board on Allen Smith's appeal to the Sibley County Board on March 26. Smith will next meet with County Assessor Laura Hacker.
2. Update on RS Fiber
 - a. The Board reviewed the Sibley-Renville Joint Powers Board meeting minutes from March 28 and discussed the need to make GO Bond payments for the next 8-9 years.

3. Community and Business Expo
 - a. Brown and Schultz will represent the City of Green Isle and the Green Isle Community School on April 22 at the Expo in Gaylord.

VI. New Business:

1. Discussion on promotion of 34.0037.000 (promoting on social media, other avenues?)
 - a. The Board discussed using a realtor to market the parcel. Motion by Vos, second by Schuft to contact Mike Westphalen about marketing selling the lot. Motion carried.
2. Discussion on building permit fees
 - a. Board members discussed reviewing the City's building permit fees; Newsom also suggested created a summary of the permit costs for the City. Consensus of the group to form a subcommittee to review other cities building permit costs. Mackenthun and Brown will be on the Committee, the Board also recommended Shane Sheets be on the Committee, and Darin Haslip if he is available. The Committee will meet after the joint EDA/Planning and Zoning meeting in May.
3. Discussion on joint meeting with P&Z
 - a. Consensus of the group to hold a joint meeting during the regular EDA meeting on May 6.
4. Identify an area of improvement within the City to work on
 - a. Discussion on updating sidewalks and parks; Brown would like to see the creation of a garden club.

VII. Board and Director Comments

VIII. Adjournment

- a. Motion by Vos, second by Schuft to adjourn at 7:48. Motion carried.

**AGENCY RELATIONSHIPS IN
REAL ESTATE TRANSACTIONS**

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

48. _____ I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on
(initial) (initial) page two. (2)
49.

51. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
52. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
53. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
54. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
55. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
56. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
57. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
58. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
59. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
60. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
61. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
62. Broker (see paragraph III on page one (1)).

63. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
64. one to four families as their residence.

65. (2) The fiduciary duties mentioned above are listed below and have the following meanings:

66. Loyalty - broker/salesperson will act only in client(s)' best interest.

67. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.

68. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
69. which might reasonably affect the client(s)' use and enjoyment of the property.

70. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
71. information (such as disclosure of material facts to Buyers).

72. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.

73. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

74. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
75. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
76. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
77. purchase/lease properties listed by the broker.

78. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
79. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
80. obtained by contacting the local law enforcement offices in the community where the property is located,
81. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
82. www.corr.state.mn.us.



I. Statement of Understanding. RE/MAX Advantage Plus and its associates are in the business of providing real estate services, including but not limited to services related to the sale, purchase, rental and management of real property. If you have any questions regarding the scope of services provided by RE/MAX Advantage Plus, please do not hesitate to ask one of our associates. If the service you are seeking is outside the scope of services offered by RE/MAX Advantage Plus, we recommend you contact experienced professional(s) who can provide any services to assist you with your additional needs.

II. Seller Statutory Disclosure Obligations. Prior to the sale or transfer of residential real property, Minnesota law requires a seller of residential real property to make a written disclosure to prospective buyers of "all material facts of which the seller is aware that could adversely and significantly affect an ordinary buyer's use and enjoyment of the property; or any intended use of the property of which the seller is aware." See Minn. Stat. § 513.55. The seller's disclosure must be based on the seller's knowledge at the time the disclosure is made.

To fulfill the seller's statutory disclosure obligations, the seller must complete one of the following forms: (1) *Disclosure Statement: Seller's Property Disclosure*, or (2) *Disclosure Statement: Seller's Disclosure Alternatives*. As provided in the *Disclosure Statement: Seller's Disclosure Alternatives* form, a seller may fulfill his statutory disclosure obligations by either providing a written inspection report prepared by a qualified third-party (supplemented with any contradictory or additional material facts known by seller) or by waiving his disclosure obligations with the written consent of the buyer. Further information regarding seller's disclosure obligations may be found on the forms themselves.

III. Material Facts and Permitted Use. While it is the seller's obligation to disclose all known material facts to any prospective buyer, the seller may not be aware of certain information that the buyer considers material. For this reason, RE/MAX Advantage Plus recommends that any buyer conduct appropriate due diligence concerning the property and receive written approvals from any government agencies and/or third-parties regarding the proposed use of the property. Such due diligence may include, but is not limited to the following:

- Permitted use in accordance with all governmental ordinances
- Investigation of any recorded easements on the property
- Review of any association covenants, conditions and restrictions
- Review of any survey of the property
- Title examination
- Property inspection, including soil and environmental testing

IV. Home Inspections. A buyer's home inspection provides the buyer with detailed information regarding the overall condition of the property, the structure and mechanical systems associated with the property, items in need of repair or replacement, and with some inspections, the estimated remaining useful life of major systems, equipment, property structure, and the like. Some buyers also include air quality testing and radon testing with their inspection to address concerns related to possible heightened mold and/or radon levels. For these reasons, RE/MAX Advantage Plus strongly recommends that buyers perform an inspection of the property and make the Purchase Agreement contingent on the results of any such inspection.

Buyers often erroneously substitute the results of a property appraisal or an inspection performed by a city to satisfy city ordinance requirements for a buyer's home inspection. *Do not make this mistake. An appraisal or an inspection required by the city is not a replacement for a buyer's home inspection.*



V. Buyer Warranty Programs. As further provided in the Purchase Agreement, a buyer may elect to purchase warranty coverage for their property, often referred to as a “buyer’s home warranty”. Purchase of a home warranty program is optional. In general, a buyer’s home warranty provides repair or replacement coverage for specific items for a certain period of time after closing. Home warranty programs vary greatly in price, coverage limits, and coverage exclusions. Because every property and its improvements are unique, buyers must evaluate their particular situation, and if desirable, select a warranty program that best accommodates their prospective coverage needs.

VI. Bank-Owned Properties. Commonly referred to as “REO” properties, these properties have gone through the foreclosure process and in most, but not all, instances, are owned by the foreclosing lender. The negotiation process for REO properties can be more time consuming than a “traditional” sale and bank sellers are known to provide little information regarding the condition of the property, making a buyer’s inspection even more critical. In addition, most bank sellers require the parties to execute an Addendum to the Purchase Agreement which supersedes the terms of the Minnesota Association of Realtors® Purchase Agreement and may contain terms more favorable to the bank seller. RE/MAX Advantage Plus recommends that all buyers who are considering purchasing a REO property engage legal counsel to review the Purchase Agreement and discuss the potential risks and liabilities associated with purchasing a REO property.

VII. Title Insurance. Pursuant to the Real Estate Settlement Procedures Act (“RESPA”), a seller may not require the buyer, as a condition of the sale, to purchase title insurance from any particular title company. As such, buyers are under no obligation to use the seller’s or bank seller’s (if REO property) title insurance provider, and are free to explore options regarding various title insurance providers and title insurance policies. Please be advised that there may be material differences in the content and quality of the title insurance coverage provided by a title insurance provider. RE/MAX Advantage Plus strongly recommends that buyers carefully review their title insurance policy prior to closing and seek the advice of an attorney with any questions regarding policy coverage and exceptions to coverage, particularly if the buyer chooses to engage the title insurance provider recommended by the seller.

VIII. Referrals to Other Brokers. In certain situations, sales associates may refer business to a different real estate brokerage company or business may be referred to RE/MAX Advantage Plus. In a situation where a referral is given by a RE/MAX Advantage Plus sales associate, the company may receive a referral fee. Conversely, when business is referred to RE/MAX Advantage Plus, then another brokerage company may receive a referral fee for referring business to RE/MAX Advantage Plus. Any payment or receipt of a referral fee will not affect the purchase price of the property.

IX. Third-Party Vendors. To complement and improve upon each client’s real estate transaction, sales associates of RE/MAX Advantage Plus may refer their clients to third-party vendors to assist with various aspects of the real estate transaction outside the scope of the sales associate’s duties. These referrals develop out of a positive experience of working with a specific vendor. **In making any such referrals, neither the individual sales associates nor RE/MAX Advantage Plus is endorsing vendors or requiring that client’s use the services of any particular vendor, and expressly disclaim any liability with respect to the actions or inactions of any referred third-party vendor.** RE/MAX Advantage Plus strongly recommends that each individual investigate different service options and consider all alternatives before proceeding with a vendor. In the event RE/MAX Advantage Plus and the third-party vendor are affiliated businesses, notice of any such business relationship will be provided to you.

X. Affiliated Business Arrangement Disclosure. This is to give you notice that Malmberg Development Corporation, d/b/a RE/MAX Advantage Plus (“RE/MAX”) has a business relationship with Trademark Title Services, Inc. (“Trademark”). Eric Malmberg has an ownership interest in each of these companies. Specifically, Eric Malmberg is the sole owner of RE/MAX and owns Trademark with his wife, Charity Malmberg.



Because of this relationship, any referral made to Trademark may provide RE/MAX and/or Eric Malmberg a financial or other benefit. For further information regarding the affiliated business relationship between RE/MAX and Trademark and the services and fees charged by Trademark, please see the RE/MAX and Trademark *Affiliated Business Arrangement Disclosure Statement*, incorporated herein by reference.

XI. Marketing Consent. At RE/MAX Advantage Plus, sales associates remain aware of the trends and opportunities in our real estate markets and related services. We believe our clients are best served if we are invited to keep them apprised of real estate services that may serve their current and ongoing needs. As you may be aware, federal regulations require that RE/MAX Advantage Plus receive your written consent to contact you by any telemarketing means. By signing below, you are providing your consent to allow RE/MAX Advantage Plus to contact you by telephone, facsimile, U.S. mail or e-mail, using any of your present or future contact information. This consent shall be effective even if you have registered on the federal and/or state Do Not Call registries, unless and until you notify RE/MAX Advantage Plus in writing that your consent is revoked or strike this paragraph.

XII. Settling Disputes. While amicable resolution of disputes between parties to a transaction is ideal and certainly preferred, resolution without the assistance of the courts or an arbitrator is not always possible. Parties to a transaction and the brokerage companies representing them must prospectively agree to binding arbitration for the same to be the mandatory venue for resolution of the parties' dispute. For more information regarding the arbitration process, please refer to the *Disclosure Statement: Arbitration Disclosure and Residential Real Property Arbitration Agreement*. Resolution through litigation or arbitration offers very distinct advantages and disadvantages that may affect your rights. RE/MAX Advantage Plus strongly recommends that you contact an attorney to discuss any questions you may have concerning litigation or arbitration.

XIII. Data Privacy. RE/MAX Advantage Plus recognizes the importance of protecting the personal information you provide to our company through the course of your real estate transaction or relationship with RE/MAX Advantage Plus and at websites owned and/or controlled by RE/MAX Advantage Plus. One of RE/MAX Advantage Plus' websites, www.advplus.com, contains the RE/MAX Advantage Plus privacy policy. Please go to www.advplus.com to review our company's privacy policy. Or, if you prefer to review a hard copy of RE/MAX Advantage Plus' privacy policy or consumer data protection plan, please request a copy from one of our sales associates and one will be provided to you.

Client

Date

Client

Date



**AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT
NOTICE**

To: _____
(Client / consumer's name)

From: Malmberg Development Corporation, d/b/a RE/MAX Advantage Plus

Applicable Property or Matter: _____

Date: _____

This is to give you notice that Malmberg Development Corporation, doing business as RE/MAX Advantage Plus ("Broker") has a business relationship with Trademark Title Services, Inc. ("Title"), due to the commonality of ownership between the companies. Eric Malmberg is the sole owner of Malmberg Development Corporation and he and his wife, Charity Malmberg both own Trademark Title Services. Because of the common ownership between these two companies, a referral to Title from Broker may provide Broker a financial or other benefit.

Purpose for this disclosure: Federal law known as the Real Estate Settlement Procedures Act (or "RESPA") requires that when referrals are made between or among affiliated businesses, the referring party must provide you with a disclosure that identifies you have a right to shop around for other providers, that you are not required to use a provider to whom we refer you, and that other providers might offer better rates or services.

Set forth below is the estimated charge or range of charges for the settlement services listed.

You are **NOT** required to use the listed provider as a condition for settlement and closing of your loan or your purchase, sale, or refinance of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Charges for services provided by Trademark Title Services, Inc. are typically within the range identified below for the types of services identified. For any service not listed, the fees are typically determined on a case-by-case basis, and may vary in each transaction as negotiated with the client.

<i>Description of services performed</i>	<i>Charge or range of charges for services</i>
Settlement fee (Buyer and/or Seller)	\$150-500
Title Examination (Buyer and/or Seller)	\$470-1000
Mortgage/Lender Policy of Title Insurance (Buyer)	Premium of no more than \$4.00 per \$1,000.00 of mortgage amount
Owner's Policy of Title Insurance (Buyer and/or Seller)	Premium of no more than \$4.00 per \$1,000.00 of sales price

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that RE/MAX Advantage Plus is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Signature _____ Date _____

Signature _____ Date _____

Seller's Estimated Selling Expense

1. Seller _____		Date Prepared _____
2. Property Address _____		Phone _____
3. Selling Price _____	Commission (enter %) \$ _____	\$ _____
Existing Financing:		
4. Present First Mortgage (prin, balance)	_____	_____
5. Interest Adjustment (one month interest)	_____	_____
6. Present Second Mortgage (C/D, Equity)	_____	_____
7. Interest Adjustment (one month interest)	_____	_____
8. Prepayment penalty, misc. fees (2% of prin.bal)	_____	_____
City, County & Government Fees:		
9. City Inspection Report (Truth In Housing)	_____	_____
10. Real estate taxes (enter amount for year)	_____	_____
_____ # Mos - Prorated Taxes	\$ _____	\$ _____
11. Special Assessments Levied (per purchase agreement, pay off balance)	_____	_____
12. Special Assessments Certified (per purchase agreement, pro-rate)	_____	_____
13. Special Assessments Pending (per purchase agreement, 1 1/2 times in escrow)	_____	_____
14. Lien Release Fees (\$46/document)	\$ _____	\$ _____
15. State Deed Tax (\$3.30/thousand) (\$3.40/thousand in Hennepin & Ramsey)	\$ _____	\$ _____
16. Conservation Fee (\$5.00 in metro)	\$ _____	\$ _____
Homeowners Association Fees:		
17. Resale Disclosure Documents	_____	_____
18. Dues Current Letter (\$100-200)	_____	_____
19. Dues payable at closing (prorated)	_____	_____
Real Estate Commissions:		
20. Total Commission (per listing contract)	\$ _____	\$ _____
21. Broker Commission (\$ _____)	\$ _____	\$ _____
22. Selling Bonus	_____	_____
Other Expenses:		
23. Home Warranty	_____	_____
24. Seller Paid Closing Costs	_____	_____
25. Misc. Buyer Financing Fees charged to Seller on FHA & DVA loans	_____	_____
26. Other Expense	_____	_____
27. Other Expense	_____	_____
Title Fees:		
28. Closing Fee (\$325)	\$ _____	\$ _____
29. Title Search, Abstract Update (\$195-350) BUYER FEE**	_____	_____
30. Title Exam (\$150-170) BUYER FEE** (if appl., charge if OP is evidence)	\$ _____	_____
31. Assessment Search (\$35-50) BUYER FEE**	_____	_____
32. Recording Service Fee (\$25-30/document)	\$ _____	\$ _____
33. Payoff Handling (\$25-30/document)	\$ _____	\$ _____
Totals:		
34. Estimated Selling Expenses (lines 4-33)	\$ _____	\$ _____
35. Estimated Equity to Seller (line 3 less line 34)	\$ _____	\$ _____
36. Less New Contract for Deed to Seller	_____	_____
37. Cash To or From Seller	_____	_____

** These BUYER FEES are only Buyer fees when a purchase agreement dated Sept 2010 or later is used.

Seller(s) acknowledge(s) receipt of a copy of this Seller's Estimated Selling Expense and understand(s) the figures are based upon those available this date and may not be totally accurate or complete as of date of closing and no representation is made as to their accuracy or completeness.

Seller Signature

Date

Seller Signature

Date

Provided by Trademark Title Services, Inc.

RE/MAX

ADVANTAGE PLUS

NorthstarMLS

LOTS & LAND LISTING INPUT FORM

Disclosures

By signing the authorization section below, the Seller acknowledges the following disclosures:

1. The Seller's real estate broker (the Broker) is a participant in the Regional Multiple Listing Service of Minnesota, Inc. (RMLS).
2. The Seller has authorized the Broker to give the information on this form about the Seller's property to RMLS.
3. All data submitted to RMLS becomes the sole property of RMLS.
4. RMLS assumes no responsibility or liability to the Seller for errors or omissions on this form or in the RMLS computer system.
5. The Broker is required to promptly provide information to RMLS about any change in status or price of the Seller's listing.
6. If the Seller's property is sold, the Broker must report to RMLS the price and terms of the sale.
7. Neither the Seller nor any prospective buyer of the property can alter the Broker's responsibility to report all such data to RMLS by agreement among them.
8. RMLS shall retain and make available all such data and photographs to all its participants (real estate brokers, appraisers, and affiliated professionals) for an indefinite period.
9. Under no circumstances will RMLS permit data about the Seller's listing to be deleted from RMLS's systems in order to conceal any information, including information that the property was listed for a period of time by another broker or brokers.
10. The Broker's use of RMLS's systems is subject to the duties imposed on the Broker by the rules and regulations of RMLS and by the Code of Ethics of the National Association of REALTORS®.
11. At the request of the Broker, unless the field called Display Listing on Internet is marked "NO", RMLS will electronically transmit information about the Seller's property to Internet web sites to aid in marketing the property for sale.
12. At the request of the Broker, unless the field called Display Address on Internet is marked "NO", RMLS will include the address of the Seller's property in transmissions of data to web sites.

Authorization: I have read and understood the disclosures above.

I certify that the information contained on this form is accurate to the best of my knowledge.

100 The Listing Contract Starts	101 and ends at 11:59 P.M. on
102 Owner (Signature)	103 Owner (type or print)
104 Owner (Signature)	105 Owner (type or print)
106 Real Estate Company	107 By (Agent)

LOTS & LAND

200 List Number	201 Date Entered	202 Status <input type="checkbox"/> Active <input type="checkbox"/> Comp Sold	<input type="checkbox"/> BLACK BOXES are required, except on Comp Sold listings. <input type="checkbox"/> BLACK OVALS are required for Comp Sold listings and all others <input type="checkbox"/> WHITE BOXES are not required
203 Listing Office Name	204 Listing Office Phone		

LOCATION			
210 State	211 County	212 Municipality	213 Zip Code
214 Plus 4 Zip Extension	215 Postal City	216 Section #	217 Township #
218 Range #	219 Street Number	220 Street Direction Prefix <input type="checkbox"/> None <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	
221 Street Name		222 Street Suffix <input type="checkbox"/> Avenue <input type="checkbox"/> Boulevard <input type="checkbox"/> Circle <input type="checkbox"/> Drive <input type="checkbox"/> Lane <input type="checkbox"/> Parkway <input type="checkbox"/> Place <input type="checkbox"/> Road <input type="checkbox"/> Street <input type="checkbox"/> Trail <input type="checkbox"/> Terrace <input type="checkbox"/> Way <input type="checkbox"/> Other _____	
223 Street Direction Suffix <input type="checkbox"/> None <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE		224 Fire Number	
225 School District	226 Complex/Development/Subdivision Name		
227 Directions (300 characters available)			

TAX			
230 Property ID Number	231 Multiple PIDs? <input type="checkbox"/> Yes <input type="checkbox"/> No	232 Tax Year	233 Homestead <input type="checkbox"/> Yes <input type="checkbox"/> No
234 Tax Amount	235 Assessment Pending <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	236 Assessment Balance	237 Tax with Assessments
238 Plat Recorded <input type="checkbox"/> Yes <input type="checkbox"/> No	239 Legal Description (200 characters available)		
240 Property ID #2	241 Property ID #3		

LISTING			
250 List Price	251 List Date	252 Expiration Date	253 Buyer Broker Comp
254 Sub-Agent Comp (WI only)	255 Facilitator Comp (MN only)	256 Variable Rate Comp <input type="checkbox"/> Yes <input type="checkbox"/> No	257 List Office #
258 List Agent ID #	259 List Agent Name	260 Co-List Agent ID #	261 Co-List Agent Name
262 List Agent Phone #	263 Co-List Agent Phone #	264 Team Name	265 Appointment Phone
266 Lock Box Type (Choose 1) <input type="checkbox"/> Combo <input type="checkbox"/> Sentrilock <input type="checkbox"/> None <input type="checkbox"/> Supra <input type="checkbox"/> Risco		267 Lock Box Source (Choose Only 1) <input type="checkbox"/> ALEX <input type="checkbox"/> ICBR <input type="checkbox"/> RASM <input type="checkbox"/> SPAAR <input type="checkbox"/> BMJ <input type="checkbox"/> LKSREG <input type="checkbox"/> RANGE <input type="checkbox"/> WCMN <input type="checkbox"/> DAAR <input type="checkbox"/> MAAR <input type="checkbox"/> SCAAR <input type="checkbox"/> WWRA <input type="checkbox"/> GLAR <input type="checkbox"/> OTHER <input type="checkbox"/> SEMR	
269 Development Status (choose only one) <input type="checkbox"/> Raw Land <input type="checkbox"/> Site Plan Approved <input type="checkbox"/> Finished Lot <input type="checkbox"/> Other <input type="checkbox"/> Site Plan Filed <input type="checkbox"/> Subdivided			
270 List Type (choose only one) <input type="checkbox"/> Exclusive Right <input type="checkbox"/> Exclusive Right with Exclusions <input type="checkbox"/> Service Agreement <input type="checkbox"/> Exclusive Agency <input type="checkbox"/> Exclusive Agency with Exclusions <input type="checkbox"/> Other			271 In Foreclosure <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Disclosed
272 Lender Owned <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Disclosed	273 Potential Short Sale <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Disclosed	274 Owner is an Agent <input type="checkbox"/> Yes <input type="checkbox"/> No	275 Rental License? <input type="checkbox"/> Yes <input type="checkbox"/> No

LOTS & LAND

Address _____

LISTING (Continued)

300 Rental License Type (Required if Rental License "Yes") <input type="checkbox"/> Airbnb <input type="checkbox"/> Standard <input type="checkbox"/> Short-Term Online Rental Mgmt (STORM) <input type="checkbox"/> Other		301 Auction? <input type="checkbox"/> Yes <input type="checkbox"/> No
302 Auction Type (choose only 1, required if auction) <input type="checkbox"/> Absolute <input type="checkbox"/> Minimum Bid <input type="checkbox"/> Reserve	303 Auctioneer License # (if auct)	304 Buyer's Premium? (If auction) <input type="checkbox"/> Yes <input type="checkbox"/> No

MULTI-LOT DEVELOPMENT

305 Development (multiple lots included in this listing) <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, these fields required:		
	306 Total Lots Available	307 Total Lots Sold	308 Minimum Price
	309 Maximum Price	310 Minimum Acres	311 Maximum Acres

INTERNET (default is Yes)

320 Display Listing on Internet <input type="checkbox"/> Yes <input type="checkbox"/> No	321 Display Address on Internet <input type="checkbox"/> Yes <input type="checkbox"/> No	322 Allow Auto Valuation Display? <input type="checkbox"/> Yes <input type="checkbox"/> No	323 Allow Consumer Comment <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	---	---

FINANCIAL

330 Association Fee	331 Association Fee Frequency (required if there is an Association Fee) <input type="checkbox"/> Yearly <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> Other		
332 Association Fee Includes (required if there is an Association Fee)			
<input type="checkbox"/> Heating <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Sanitation <input type="checkbox"/> Snow Removal <input type="checkbox"/> Lawn Care <input type="checkbox"/> Outside Maintenance	<input type="checkbox"/> Hazard Insurance <input type="checkbox"/> Electric <input type="checkbox"/> Cable TV <input type="checkbox"/> Internet <input type="checkbox"/> Water/Sewer <input type="checkbox"/> Building Exterior	<input type="checkbox"/> Security Staff <input type="checkbox"/> Security System <input type="checkbox"/> Professional Management <input type="checkbox"/> Dock <input type="checkbox"/> Beach Access	<input type="checkbox"/> Shared Amenities <input type="checkbox"/> Parking Space <input type="checkbox"/> Valet Parking <input type="checkbox"/> Other <input type="checkbox"/> None
333 Association Mgmt Co. Name (required if there is an Association)	334 Assoc Mgmt Co. Phone # (required if there is an Association)		
335 Insurance Fee (if separate from Association Fee)	336 Insurance Fee Frequency (required if there is an Insurance Fee) <input type="checkbox"/> Yearly <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> Other		
337 Terms (seller will accept)			
<input type="checkbox"/> FHA <input type="checkbox"/> FHA Rehab 203k <input type="checkbox"/> DVA <input type="checkbox"/> Conventional	<input type="checkbox"/> Conventional Rehab <input type="checkbox"/> Rural Development <input type="checkbox"/> Assumable <input type="checkbox"/> Adj. Rate/Gr. Payment	<input type="checkbox"/> Contract For Deed <input type="checkbox"/> Special Funding <input type="checkbox"/> Cash	<input type="checkbox"/> Contract/Deed w/Assumption <input type="checkbox"/> Exchange/Trade <input type="checkbox"/> Other

LAND

340 Acres	341 Front Dimensions	342 Left Dimensions	343 Rear Dimensions
344 Right Dimensions	345 Minimum Lot Size	346 Pasture Acres	347 Tillable Acres
348 Wooded Acres	349 Agricultural Water <input type="checkbox"/> Well <input type="checkbox"/> Pond <input type="checkbox"/> Other		
350 Land Inclusions			
<input type="checkbox"/> Survey <input type="checkbox"/> Survey Stakes <input type="checkbox"/> Platted	<input type="checkbox"/> Easements <input type="checkbox"/> Abstract <input type="checkbox"/> Torrens	<input type="checkbox"/> Soil Test Available <input type="checkbox"/> Perk Test <input type="checkbox"/> Topographic Map	<input type="checkbox"/> For Sale Sign <input type="checkbox"/> Other <input type="checkbox"/> None
351 Available Utilities			
<input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> City Water	<input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> City Sewer <input type="checkbox"/> Storm Sewer	<input type="checkbox"/> Private Septic <input type="checkbox"/> Shared Septic <input type="checkbox"/> Telephone <input type="checkbox"/> Cable TV	<input type="checkbox"/> Broadband <input type="checkbox"/> Other <input type="checkbox"/> None

LOTS & LAND

Address _____

LAND (continued)

400 On-Site Utilities			
<input type="checkbox"/> Electric	<input type="checkbox"/> Private Well	<input type="checkbox"/> Private Septic	<input type="checkbox"/> Broadband
<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Shared Well	<input type="checkbox"/> Shared Septic	<input type="checkbox"/> Other
<input type="checkbox"/> Propane	<input type="checkbox"/> City Sewer	<input type="checkbox"/> Telephone	<input type="checkbox"/> None
<input type="checkbox"/> City Water	<input type="checkbox"/> Storm Sewer	<input type="checkbox"/> Cable TV	
401 Improvements			
<input type="checkbox"/> Curbs	<input type="checkbox"/> Public Road	<input type="checkbox"/> Storm Sewer	<input type="checkbox"/> Other
<input type="checkbox"/> Paved Streets	<input type="checkbox"/> Shared Driveway	<input type="checkbox"/> Fence	<input type="checkbox"/> None
<input type="checkbox"/> Unimproved Streets	<input type="checkbox"/> Sidewalks		
402 Restrictions/Covenants			
<input type="checkbox"/> Easements	<input type="checkbox"/> Architecture Committee	<input type="checkbox"/> Minimum Lot Size	<input type="checkbox"/> Other
<input type="checkbox"/> Rentals Not Permitted	<input type="checkbox"/> Other Building Restrictions	<input type="checkbox"/> Other Covenants	<input type="checkbox"/> None
<input type="checkbox"/> Right of First Refusal	<input type="checkbox"/> Land Leased	<input type="checkbox"/> Mandatory Owner's Association	
<input type="checkbox"/> Horses/Livestock Allowed			
403 Topography		404 Zoning	
<input type="checkbox"/> Rolling	<input type="checkbox"/> Solar Oriented	<input type="checkbox"/> Residential-Single Family	<input type="checkbox"/> Industrial
<input type="checkbox"/> Level	<input type="checkbox"/> Flood Plain	<input type="checkbox"/> Residential-Multi-Family	<input type="checkbox"/> Lot
<input type="checkbox"/> Sloped	<input type="checkbox"/> Walkout	<input type="checkbox"/> Bus/Commercial	<input type="checkbox"/> Shoreline
<input type="checkbox"/> Hilly	<input type="checkbox"/> Ravine	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Other
<input type="checkbox"/> Low Land	<input type="checkbox"/> Other		
<input type="checkbox"/> High Ground			
405 Builder Name		406 Builder License Number (auto-populated from Builder Name)	
407 Builder's Association Membership(s)		408 Community Name	
409 Builder Restriction		410 Restricted to these Builders (if Limited or Closed Builder Restriction).	
<input type="checkbox"/> Open (Buyer may use any builder) <input type="checkbox"/> Limited (Buyer limited to choosing from two or more specified builders) <input type="checkbox"/> Closed (Buyer limited to a single specified builder)		(NOTE: This space for listing Builder names ONLY.) 	

OPTIONAL PROPERTY INFORMATION

420 Assumable			
<input type="checkbox"/> Not Assumable	<input type="checkbox"/> Yes w/ Qual. (approval)	<input type="checkbox"/> Yes w/ Rate Change	<input type="checkbox"/> Information Coming
<input type="checkbox"/> Yes w/ NO Qualifying			
421 Crop Type			
<input type="checkbox"/> Corn	<input type="checkbox"/> Hay/Alfalfa	<input type="checkbox"/> Grain	<input type="checkbox"/> Other
<input type="checkbox"/> Wheat	<input type="checkbox"/> Beans	<input type="checkbox"/> Beets	<input type="checkbox"/> None
422 Existing Financing (choose only one)			
<input type="checkbox"/> FHA	<input type="checkbox"/> Conventional	<input type="checkbox"/> ARM/GPM	<input type="checkbox"/> Special Funding
<input type="checkbox"/> FHA Rehab 203k	<input type="checkbox"/> Conventional Rehab	<input type="checkbox"/> Contract for Deed	<input type="checkbox"/> Free and Clear
<input type="checkbox"/> DVA	<input type="checkbox"/> Rural Development		
423 Farm Type			
<input type="checkbox"/> Hobby	<input type="checkbox"/> Horse	<input type="checkbox"/> Organic	<input type="checkbox"/> Other
<input type="checkbox"/> Crop	<input type="checkbox"/> Beef	<input type="checkbox"/> Tree	<input type="checkbox"/> None
<input type="checkbox"/> Dairy	<input type="checkbox"/> Livestock		
424 Fencing			
<input type="checkbox"/> Wood	<input type="checkbox"/> Chain Link	<input type="checkbox"/> Invisible	<input type="checkbox"/> Other
<input type="checkbox"/> Wire	<input type="checkbox"/> Rail	<input type="checkbox"/> Full	<input type="checkbox"/> None
<input type="checkbox"/> Electric	<input type="checkbox"/> Privacy	<input type="checkbox"/> Partial	

LOTS & LAND

Address _____

OPTIONAL PROPERTY INFORMATION (continued)

500 Lot Description			
<input type="checkbox"/> Irregular Lot	<input type="checkbox"/> Additional Land Available	<input type="checkbox"/> Sod Included in price	<input type="checkbox"/> Tillable
<input type="checkbox"/> Corner Lot	<input type="checkbox"/> Zero Lot Line	<input type="checkbox"/> Accessible Shoreline	<input type="checkbox"/> Underground Utilities
<input type="checkbox"/> Tree Coverage-Light	<input type="checkbox"/> City Bus (W/in 6 blks)	<input type="checkbox"/> CRP Land	<input type="checkbox"/> Island
<input type="checkbox"/> Tree Coverage-Medium	<input type="checkbox"/> No T.C. Metro Phone	<input type="checkbox"/> Green Acres	<input type="checkbox"/> Vineyard
<input type="checkbox"/> Tree Coverage-Heavy	<input type="checkbox"/> On Golf Course	<input type="checkbox"/> Property Adjoins Public Land	<input type="checkbox"/> Other
501 Out Buildings			
<input type="checkbox"/> Stables	<input type="checkbox"/> Barn	<input type="checkbox"/> Hog House	<input type="checkbox"/> Greenhouse
<input type="checkbox"/> Indoor Arena	<input type="checkbox"/> Silo	<input type="checkbox"/> Hen House	<input type="checkbox"/> Boat House
<input type="checkbox"/> Outdoor Arena	<input type="checkbox"/> Granary	<input type="checkbox"/> Chicken Coop/Barn	<input type="checkbox"/> Bunk House
<input type="checkbox"/> Additional Garage	<input type="checkbox"/> Machine Shed	<input type="checkbox"/> Storage Shed	<input type="checkbox"/> Guest House
<input type="checkbox"/> Workshop	<input type="checkbox"/> Loafing Shed	<input type="checkbox"/> Dog Kennel	<input type="checkbox"/> Other
<input type="checkbox"/> Pole Building	<input type="checkbox"/> Grain Bin	<input type="checkbox"/> Gazebo	
502 Road Frontage			
<input type="checkbox"/> Private	<input type="checkbox"/> State	<input type="checkbox"/> Paved Streets	<input type="checkbox"/> Curbs
<input type="checkbox"/> City	<input type="checkbox"/> US Highway	<input type="checkbox"/> Unpaved Streets	<input type="checkbox"/> Sidewalks
<input type="checkbox"/> Township	<input type="checkbox"/> Interstate	<input type="checkbox"/> Unimproved	<input type="checkbox"/> None
<input type="checkbox"/> County	<input type="checkbox"/> Cul De Sac	<input type="checkbox"/> No Outlet/Dead End	<input type="checkbox"/> Other
503 Soil Type			
<input type="checkbox"/> Sand	<input type="checkbox"/> Loam	<input type="checkbox"/> Clay	<input type="checkbox"/> Other

WATERFRONT INFORMATION

510 Lake/Waterfront			
<input type="checkbox"/> Lake Front	<input type="checkbox"/> Lake View	<input type="checkbox"/> Creek/Stream	<input type="checkbox"/> Association Access
<input type="checkbox"/> River Front	<input type="checkbox"/> River View	<input type="checkbox"/> Dock	<input type="checkbox"/> Shared
<input type="checkbox"/> Deeded Access	<input type="checkbox"/> Pond	<input type="checkbox"/> Channel Shore	<input type="checkbox"/> Other
511 Lake/Waterfront Name	512 Waterfront Frontage (feet)	513 DNR Lake ID #	514 Lake Acres
515 Lake Depth (feet)	516 Lake Chain Name	517 Lake Chain Acreage	518 Road Btwn WF & Home? <input type="checkbox"/> Yes <input type="checkbox"/> No
519 Elevation Highpoint to Waterfront Slope			
<input type="checkbox"/> Gradual	<input type="checkbox"/> Level	<input type="checkbox"/> Steep	
520 Elevation Highpoint to Waterfront Feet			
<input type="checkbox"/> 0-4	<input type="checkbox"/> 10-15	<input type="checkbox"/> 26-40	<input type="checkbox"/> 40+
<input type="checkbox"/> 4-10	<input type="checkbox"/> 15-26		
521 Lake Bottom			
<input type="checkbox"/> Gravel	<input type="checkbox"/> Sand	<input type="checkbox"/> Undeveloped	<input type="checkbox"/> Wetland
<input type="checkbox"/> Hard	<input type="checkbox"/> Excellent Sand	<input type="checkbox"/> Weeds	
<input type="checkbox"/> Rocky	<input type="checkbox"/> Soft	<input type="checkbox"/> Reeds	
522 Waterfront View			
<input type="checkbox"/> Bay	<input type="checkbox"/> Harbor	<input type="checkbox"/> River	<input type="checkbox"/> South
<input type="checkbox"/> City Lights	<input type="checkbox"/> Lake	<input type="checkbox"/> See Remarks	<input type="checkbox"/> East
<input type="checkbox"/> Golf Course	<input type="checkbox"/> Panoramic	<input type="checkbox"/> North	<input type="checkbox"/> West

LOTS & LAND

Address _____

REMARKS

Agent Remarks (generally for agent to agent communication, 1000 characters available)

Public Remarks (additional property information - do NOT include contact information, or marketing or promotional messages made on behalf of the listing broker, seller or third party. 1000 characters available)

Financial Remarks (generally for agent to agent communication regarding financial information - do NOT include contact information, or marketing or promotional messages)



LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL

1. Date _____
2. Page 1 of _____ pages
3. DEFINITIONS: This Contract involves the property located at _____,
4. legally described as _____
5. _____ ("Property").
6. Seller is _____ ("Seller").
7. Broker is _____ ("Broker").
(Real Estate Company Name)
8. This Contract starts on _____, 20 _____, and ends at 11:59 p.m. on _____,
9. 20 _____. This Contract terminates upon successful closing of the Property(ies) specified in this Contract or expiration
10. or cancellation of this Contract, whichever occurs first.
11. This Contract may only be canceled by written mutual agreement of the parties.
12. PRICE: Seller offers the Property for sale for the price of \$ _____, upon the following
13. terms: _____.
14. LISTING: Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market
15. the Property for sale. Broker may place a "For Sale" sign and a lock box with keys on the Property, unless prohibited by
16. governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property.
17. Seller understands Broker may be a member of a Multiple Listing Service ("MLS"), and if Broker is a member of the MLS,
18. and where available, Broker may give information to the MLS concerning the Property. Broker may place information
19. on the Internet concerning the Property, including sold information (except as limited in the following MLS Data Feed
20. Options section). Upon final acceptance of a purchase agreement, Seller allows Broker to withdraw the Property from
21. the market. If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the price and terms
22. of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any
23. other broker is insuring Seller or occupant against theft, loss, or vandalism.
24. MLS DATA FEED OPTIONS:
25. EXPLANATIONS AND DEFINITIONS:
26. "IDX site" means a web site operated by a broker participating in the MLS on which the broker can advertise the
27. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
28. register on the site or to have a brokerage relationship with the broker displaying listings on the site.
29. "Virtual office web site" ("VOW") means a web site operated by a broker participating in the MLS that delivers
30. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
31. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
32. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker
33. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.
34. The MLS imposes various other rules and restrictions on VOWs.
35. For each of the following options, the MLS system automatically defaults to "Yes." Seller's instructions pertaining to the
36. Internet display of the MLS input data for the Property are as follows:
37. Option 1. Listing display on the Internet. If Seller selects "No," this listing will not be included in MLS data feeds
38. to Internet web sites that display property listing data, whether intended for advertising the Property or
39. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing
40. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
41. Shall the Property listing be displayed on the Internet, including sold information? Yes No
42. Seller understands and acknowledges that if Seller has selected "No" for Option 1, consumers who
43. conduct searches for listings on the Internet will not see information about the Property in response to
44. their searches.

46. Property located at _____
47. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.
48. Option 2. Listing address (house and unit numbers and street name) display on the Internet. If Seller selects
49. "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result in
50. Internet listing display, whether intended for advertising the Property or providing online brokerage services
51. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other
52. means, including e-mail, fax, mail, hand delivery, and orally.
53. Shall the listing address (house and unit numbers and street name) be displayed
54. on the Internet? Yes No
55. Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be
56. displayed adjacent to the listing. Some VOWs or IDX sites may provide an automated valuation model
57. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based
58. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
59. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
60. factors in valuing a property. Seller, by selecting "No," may prohibit display of an automated valuation of
61. his or her listing adjacent to the listing.
62. Shall an automatic valuation of the Property listing or a link to an automated
63. valuation be displayed adjacent to the listing? Yes No
64. Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed
65. with or attached as a link to the listing data of the Property. Some VOWs or IDX sites may provide
66. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
67. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
68. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
69. the listing's value, etc.
70. Shall comments or reviews of the Property by persons other than the displaying
71. broker be displayed with or attached as a link to the listing data of the Property? Yes No
72. LISTED FOR LEASE: The Property IS IS NOT currently listed for lease. If IS, the listing broker is
_____ (Check one.) _____
73. _____. If IS NOT, Seller MAY MAY NOT list the Property for lease during the
_____ (Check one.) _____
74. terms of this Contract with another broker.
75. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
76. Property upon terms acceptable to both parties.
77. SELLER'S OBLIGATION: Seller shall notify Broker of relevant information important to the sale of the Property.
78. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller
79. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any
80. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain
81. responsible for security, maintenance, utilities, and insurance during the term of this Contract, and for safekeeping,
82. securing and/or concealing any valuable personal property. Seller shall surrender any abstract of title and a copy of any
83. owner's title insurance policy for this Property, if in Seller's possession or control, to buyer or buyer's designated title
84. service provider. Seller shall take all actions necessary to convey marketable title by the date of closing as agreed to in
85. a purchase agreement. Seller shall sign all documents necessary to transfer to buyer marketable title to the Property.
86. Seller has the full legal right to sell the Property.
87. Access to the Property: To facilitate the showing and sale of the Property, Seller authorizes Broker to:
88. 1. access the Property;
89. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry
90. professionals to access the Property at reasonable times and upon reasonable notice; and
91. 3. duplicate keys to facilitate convenient and efficient showings of the Property.

93. Property located at _____
94. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with
95. or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the
96. Property, and lending a key to the other person to enter the Property, directly or through a lockbox. Seller agrees to
97. commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other
98. than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide
99. tenant with proper notice in advance of any Property showing. Seller understands the prospective buyers and others
100. authorized to access the Property may record the Property by photograph, video, or other medium while accessing
101. the Property.
102. RECORDING ON THE PROPERTY: Seller understands that MN Statute 626A.02 specifically prohibits the interception
103. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek
104. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept
105. oral communications between persons other than Seller.
106. SELLER CONTENT LICENSE: In the event Seller provides content, including, but not limited to, any photos or videos
107. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
108. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
109. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
110. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
111. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
112. NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY
113. SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.
114. BROKER'S COMPENSATION:
115. Seller agrees to pay Broker a retainer fee of \$ _____ at the commencement of this
116. Contract, which fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward
117. satisfaction of any obligation to compensate Broker.
118. Seller shall pay Broker, as Broker's compensation, _____ percent (%) of the selling price or
119. \$ _____, whichever is greater, and a Broker Commission fee of \$449 if Seller sells or
120. agrees to sell the Property during the term of this Contract.
121. Other: _____
122. _____
123. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the
124. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.
125. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits
126. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the
127. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:
128. 1. the closing of the sale;
129. 2. Seller's refusal to close the sale; or
130. 3. Seller's refusal to sell at the price and terms specified above.
131. If, within _____ days (not to exceed six (6) months) after the expiration of this Contract, Seller sells or agrees to sell
132. the Property to anyone who:
133. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;
134. or
135. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
136. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose
137. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
138. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
139. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid
140. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
141. under which Seller is obligated to compensate another licensed real estate broker.

143. Property located at _____
144. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale
145. of the Property in an amount equal to the compensation due to Broker under this Contract.
146. COMPENSATION DISCLOSURE: Broker SHALL SHALL NOT offer compensation to cooperating brokers.
------(Check one.)-----
147. If SHALL, the compensation to cooperating brokers shall be as follows:
148. _____ % of the gross sales price or \$ _____ , whichever is greater, to cooperating
149. brokers representing buyer.
150. _____ % of the gross sales price or \$ _____ , whichever is greater, to cooperating
151. brokers assisting buyer.
152. Other: _____
153. _____
154. CLOSING SERVICES:
155. NOTICE: THE REAL ESTATE BROKER, LICENSEE REPRESENTING SELLER, OR REAL ESTATE
156. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS
157. OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING
158. ITSELF.
159. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
160. understands that no one can require Seller to use a particular person in connection with a real estate closing and that
161. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
162. Seller's choice for closing services (Check one.):
163. Seller wishes to have Broker arrange for the closing.
164. Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
165. _____ (Seller's Initials) _____ (Seller's Initials)
166. ADDITIONAL COSTS: Seller acknowledges that Seller may be required to pay certain closing costs, which may
167. effectively reduce the proceeds from the sale.
168. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government
169. loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be
170. required to pay the financing fees on any mortgage without giving Seller's written consent.
171. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
172. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
173. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions
174. from FIRPTA withholding.
175. Seller represents and warrants that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual,
------(Check one.)-----
176. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
177. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should seek appropriate legal and
178. tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person
179. or whether the withholding requirements of FIRPTA apply.
180. WARRANTY: There are warranty programs available for some properties which warrant the performance of certain
181. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

183. Property located at _____

184. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual
185. agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same
186. duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively
187. on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,
188. the Seller will need to agree that confidential information about price, terms, and motivation will still be kept
189. confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other
190. information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By
191. agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house
192. transaction. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker
193. to represent the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

194. Seller's Instructions to Broker:

195. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

196. Seller will agree to a dual agency representation and will consider offers made by buyers represented by
197. Broker.

198. Seller will not agree to a dual agency representation and will not consider offers made by buyers represented
199. by Broker.

200. Real Estate Company Name: _____

201. _____ Seller: _____

202. By: _____ Seller: _____
(Licensee)

203. _____ Date: _____

204. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
205. Contract. Seller consents to Broker representing or assisting such other potential sellers before, during, and after the
206. expiration of this Contract.

207. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Seller, may have had a previous agency
208. relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee representing
209. Seller, is legally required to keep information regarding the ultimate price and terms the buyer would accept and the
210. motivation for buying confidential, if known.

211. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon the
212. successful closing of the Property(ies) specified in this Contract or expiration or cancellation of this Contract, whichever
213. occurs first.

214. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
215. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
216. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
217. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
218. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,
219. loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

220. **FAIR HOUSING NOTICE:** Seller understands that Seller shall not refuse to sell or discriminate in the terms, conditions,
221. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
222. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller
223. understands further that local ordinances may include other protected classes.

224. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality,
225. government agency, or unit owners' association about the Property that Seller has not informed Broker about in writing.
226. Seller agrees to promptly inform Broker, in writing, of any notices of such type that Seller receives during the term of
227. this Contract.

228. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
229. balance, interest rate, payoff, and/or assumption figures) regarding any existing financing on the Property. A copy of
230. this document shall be as valid as the original.



LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL

231. Page 6

232. Property located at _____ .

233. ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to this
234. transaction constitute valid, binding signatures.

235. CONSENT FOR COMMUNICATION: Seller authorizes Broker and its representatives to contact Seller by mail, phone,
236. fax, e-mail, or other means of communication during the term of this Contract and anytime thereafter.

237. OTHER: _____

238. _____

239. _____

240. _____

241. _____

242. BROKER _____ SELLER _____

243. ACCEPTED BY: _____ ACCEPTED BY: _____
(Real Estate Company Name) (Seller)

244. By: _____ (Licensee) _____ (Date)

245. _____ (Date) _____ (Address)

246. _____ (Address) _____ (Phone)

247. _____ (Phone) _____ (E-Mail Address)

248. _____ (E-Mail Address)

249. _____ SELLER _____

250. _____ ACCEPTED BY: _____ (Seller)

251. _____ (Date)

252. _____ (Address)

253. _____ (Phone)

254. _____ (E-Mail Address)

255. THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.
256. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



INFORMATION MEMO

Planning Commission Guide

Learn ways the city may create, change, or discontinue a city planning commission. Get information on appointment of members, commission powers and duties, and meeting rules. Understand council and planning commission roles in creating a comprehensive plan for growth and development, and how to implement it. Learn about ways to participate in joint or multijurisdictional planning.

RELEVANT LINKS:

[Minn. Stat. § 462.355.](#)
[Minn. Stat. § 473.175.](#)

[Minn. Stat. § 462.352, subd 3.](#)
[Minn. Stat. § 462.354, subd 1.](#)

[Minn. Stat. § 462.354.](#)

[Minn. Stat. § 410.12.](#)
See Handbook, *The Home Rule Charter City*.

I. Creation of a city planning commission

State law encourages all cities to prepare and implement a comprehensive municipal plan. In addition, cities within the seven-county metro area are required to adopt comprehensive plans. Under state law, the city planning commission or planning department is delegated the authority to create the city's comprehensive plan.

A comprehensive plan is an expression of the community's vision for future growth and development. It is also a strategic map to reach that vision. Comprehensive planning is an important tool for cities to guide future development of land to ensure a safe, pleasant, and economical environment for residential, commercial, industrial, and public activities.

The first step in creating a comprehensive plan is the creation of a city planning agency. A planning agency can be either a planning commission or a planning department with an advisory planning commission. Planning commissions are by and large the most prevalent form of planning agencies in Minnesota. This memorandum discusses the commission form of a planning agency in depth. In most instances, the laws related to planning commissions will apply to planning departments as well. However, cities interested in forming a planning department as their main planning agency, or who currently operate a planning department, should consult their city attorney for guidance.

The planning commission must be created by city ordinance or charter provision. When a planning commission is created by ordinance, a simple majority of councilmembers present is needed to adopt the ordinance. When a planning commission is created by charter, the statutory provisions for amending a charter must be followed. In drafting a planning commission ordinance or charter provision, a city will need to include provisions related to:

- Size or number of planning commission members.
- Terms of members.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

RELEVANT LINKS:

Establishing a Planning Commission, LMC Model Ordinance.

- Organization and structure.
- Powers and duties.

A. Size or number of members

State statute does not specify how many commissioners a planning commission should have. As a result, the city ordinance should establish a reasonable number that reflects the needs of the city. An odd number is preferred to avoid tie-vote situations. Generally, cities appoint between five and nine individuals to serve as commission members.

Some considerations in choosing the number of commissioners include:

- Costs to the city in terms of salary (if a salary is paid).
- Availability of community members to serve or potential difficulty in recruiting members to serve full terms.

B. Terms of members

State statute does not set the length of terms for commission members, or impose limits on the number of successive terms that commission members may serve. As a result, city ordinance should establish the length of terms for commission members.

Some considerations in choosing the length of commission terms include:

- The substantial length of time necessary to conduct studies, draft, and adopt a comprehensive plan.
- The extensive body of knowledge that commission members must master to be effective planning commissioners.

These two considerations generally favor a longer, four-year term (rather than a two-year term), since rapid turnover of planning commissioners may hinder the city's efficiency in adopting, implementing, and enforcing its comprehensive plan.

Cities establishing a new planning commission for the first time, may wish to provide staggered terms initially. For example, one term may be for one year, another for two years, and another for three years, etc., with successors serving full four-year terms. Staggering terms in this manner will help ensure long-range continuity for the planning commission, and prevent a situation where all commission seats are vacant at once. This ensures that the planning commission is not without veteran members every four years.

Cities may establish consecutive term limits in their ordinance for commission members if desired. In addition, the city may wish to establish ordinance provisions for the removal of commission members, should it become necessary, in consultation with the city attorney.

RELEVANT LINKS:

See Section IV- *Planning Agency Meetings*.

See *Planning Commission Structure and Procedure*, LMC Model Policy.

[Minn. Stat. § 462.354](#).
See Section III – *Powers and Duties of the Planning Commission*.

[Minn. Stat. § 462.354](#).

C. Organization and structure

The planning commission ordinance may establish an organizational form for the planning commission. For example, the ordinance may require a chairperson, acting chair, and secretary. In the alternative, the ordinance may enable the planning commission to suggest a policy (commonly known as bylaws), subject to council approval, that establishes a form of organization for its meetings. Placing organizational requirements in a policy adopted by council resolution, rather than in ordinance form, is generally preferred, because it provides a more flexible means to develop and amend policies.

D. Powers and duties

If the city creates a planning commission, state statutes prescribe several mandatory duties for the commission. The city ordinance should be drafted to include these duties. In addition, state statute permits some optional duties to be assigned to the planning commission in the council’s discretion. City ordinance should make it clear which of these optional duties are assigned to the planning commission. Since state statute contains optional duties, general ordinance language stating that commission duties “shall be as established by state statute” may cause confusion over duties and should be avoided. The powers and duties of the planning commission are discussed more extensively below.

II. Appointment of city planning commission members

A. Council as a whole may serve as the planning commission

The city council may choose to designate itself as the city’s planning commission by ordinance. However, most cities choose to establish a planning commission as a separate advisory body. This approach reduces the overall workload of the council, promotes citizen involvement, and allows commissioners to specialize in developing their body of knowledge concerning municipal planning.

B. Authority to appoint commissioners

State statute does not establish a process for the appointment of planning commissioners. As a result, the city ordinance or charter provisions should specify who has the authority to appoint commission members. Generally, appointing authority is vested in the city council as a whole.

RELEVANT LINKS:

In the alternative, cities may vest appointment power in the mayor exclusively, or may vest in the mayor the power to appoint commissioners, subject to council approval.

Some city charters may already contain provisions related to general appointments to city boards and commissions. In these cities, the charter provisions preempt local ordinance.

Cities also should consider adopting a policy for the recruitment and retention of commission members. The policy may be adopted as a resolution and need not be in ordinance form. Adopting the policy via resolution will allow more flexibility in developing and amending the ordinance. Although state law does not require the following, the policy may wish to include information regarding:

- The advertisement period for open positions.
- The submission of letters of interest and a statement of qualifications for board positions, or a city application form.
- An interview process prior to appointment.

C. Residency requirements

State statute does not require that planning commissioners reside within city limits. As a result, city ordinance should specify any residency requirements for serving on the planning commission. Frequently, cities limit eligibility for planning commission membership to city residents. Often, these cities feel that planning commissioners should live in the communities they plan for and create. Conversely, some cities may wish to allow non-residents to serve on planning commissions to increase the pool of eligible citizens. In addition, these cities may feel that property owners or business owners who do not reside within the city may still bring a valuable perspective to the planning commission.

D. Councilmembers and city staff serving on the planning commission

In cities where the council as a whole has decided not to serve as the planning commission, it may still be desirable for some councilmembers to sit on the planning commission or attend commission meetings. Cities may establish in their ordinance or planning commission policy various ways for councilmembers to serve on the planning commission.

1. Full voting members

Local ordinance or commission policy may provide that one or two city councilmembers will participate as full voting members of the planning commission on all decisions, and for discussion and quorum purposes.

See Section II-A, *Council as a Whole May Serve as the Planning Commission*.

RELEVANT LINKS:

2. Non-voting members

Local ordinance or commission policy may provide that one or two city councilmembers will sit on the planning commission as non-voting members. Sometimes these members are called “council liaisons.” When city ordinance creates non-voting members, to avoid confusion, city ordinance or the commission policy should specify:

- Whether the councilmembers will count for quorum purposes.
- Whether the councilmembers may participate in discussion on matters before the commission.
- Whether the councilmembers may hold an office on the commission, such as chairperson, secretary, etc.

3. City staff on planning commission

City ordinance or commission policy may require that the city attorney, city engineer or city administrator/clerk serve as an ex-officio, voting member or non-voting of the planning commission. This, however, does not appear to be a common practice. More commonly, city staff may attend planning commission meetings as needed to provide the planning commission with necessary advice and information.

E. Compensation

City ordinance or commission policy may authorize compensation to planning commission members for their service, or, in the alternative, specify that commission members serve on a strictly non-compensated volunteer basis. Generally, when compensation is provided, it is for a nominal amount on an annual or per meeting basis.

F. Conflicts of interest

When appointing planning commissioners, cities should be aware that appointed officials are subject to the same concerns related to conflict of interest as city councilmembers. In the appointment process, the city council should attempt to discern if potential conflicts of interest exist.

Particularly, conflicts where it is obvious that the potential appointee’s own personal interest is so distinct from the public interest that the member cannot be expected to represent the public interest fairly in deciding the matter.

G. Removal of planning commission members

State statute does not dictate a process for removal of planning commission members before the expiration of their term.

See LMC information memo, *Official Conflict of Interest*, Part IV *Conflict of Interest in Non-Contractual Situations*, 56 Am. Jur. 2d Municipal Corporations § 142.

Lenz v. Coon Creek Watershed, Dist., 278 Minn. 1, 153 NW 2d 209 (1967).
ETO, Inc. v. Town of Marion, 375 NW 2d 815 (Minn. 1985).

RELEVANT LINKS:

Minn. Stat. § 462.351.
Minn. Stat. § 462.352, subd
5.
Sample: [Bethel
Comprehensive Plan](#), City
Population 502.
Sample: [La Crescent
Comprehensive Plan](#),
Population 5,174.
Sample: [Minnetonka
Comprehensive Plan](#), City
Population 51,519.

Local ordinance or commission policy may outline such a process. The city should consult the city attorney before establishing criteria and a process for removal.

III. Powers and duties of the planning commission

State statutes vest the planning commission with certain mandatory duties. In addition, state statute allows the city council to prescribe additional duties in local ordinance. In most instances, unless noted in statute or ordinance, the planning commission serves in an advisory capacity.

A. Preparing and recommending a comprehensive plan

The primary duty of a newly created planning agency is advising the city council on the preparation and adoption of a comprehensive plan for the city.

1. Purpose of comprehensive planning

A comprehensive plan is an expression of the community's vision for the future and a strategic map to reach that vision. Comprehensive planning is not mandatory in cities outside the seven- county metropolitan area. However, comprehensive planning is an important tool for cities to guide future development of land to ensure a safe, pleasant, and economical environment for residential, commercial, industrial, and public activities. In addition, planning can help:

- Preserve important natural resources, agricultural, and other open lands.
- Create the opportunity for residents to participate in guiding a community's future.
- Identify issues, stay ahead of trends, and accommodate change.
- Ensure that growth makes the community better, not just bigger.
- Foster sustainable economic development.
- Provide an opportunity to consider future implications of today's decisions.
- Protect property rights and values.
- Enable other public and private agencies to plan their activities in harmony with the municipality's plans.

For many cities creating a comprehensive plan is the first step in adopting zoning and subdivision regulations for the city.

RELEVANT LINKS:

Minn. Stat. § 462.352, subd.
8.
Minn. Stat. § 462.352, subd.
7.
Minn. Stat. § 462.352, subd.
8.
Minn. Stat. § 462.352, subd.
9.

Minn. Stat. § 462.357, subd.
2.
Minn. Stat. § 462.352, subd.
6.
Minn. Stat. § 462.357, subd.
2 (c).

Minn. Stat. § 462.355, subd.
1.
Minn. Stat. § 462.355, subd.
2.

Minn. Stat. § 462.353, subd.
2.

As a result, the comprehensive plan normally lays out a vision for the city's future land development and land use, dictating where growth should occur, the type of growth that is allowed in various areas of the city, and the density of such growth. However, a comprehensive plan also may include a:

- Public or community facilities plan.
- Thoroughfare or transportation plan.
- Parks and open space plan.
- Capital improvement program.

While not all cities are required to adopt a comprehensive plan, a plan is still a good practice for a couple of reasons. First, once a plan is adopted, it guides local officials in making their day-to-day decisions and becomes a factor in their decision-making process.

Second, preparing a comprehensive plan prior to the adoption of a zoning ordinance also affords the city additional legal protections if a particular ordinance provision is challenged in court. Zoning ordinances must be reasonable and have a rational basis. Comprehensive plans assist a city in articulating the basis for its zoning decisions. Usually the courts will not question the policies and programs contained in a comprehensive plan adopted by a local community, or question the ordinances based upon the plan, unless the particular zoning provision appears to be without any rational basis, or clearly exceeds the city's regulatory authority.

If a city is not able to develop a comprehensive plan prior to adopting a zoning ordinance, the zoning ordinance should be adopted in conjunction with extensive, written finding of facts, stating the policy reasons that necessitate the ordinance's adoption.

2. Preparing the comprehensive plan

State statute vests authority for preparing the comprehensive plan in the planning commission. However, the city council also may propose the comprehensive municipal plan and amendments to the plan by a resolution submitted to the planning commission. When this occurs, the council may not adopt the recommended language until it has received a report from the planning commission or 60 days have elapsed.

The plan may be prepared and adopted in sections, each of which relates to a major subject of the plan, or to a major geographical section of the municipality.

Cities are authorized to collect and analyze data; prepare maps, charts, tables, and other illustrations and displays; and conduct necessary studies when developing a comprehensive plan. Cities also may hire planning consultants and other experts to assist in drafting their plan.

RELEVANT LINKS:

Minn. Stat. § 462.353, subd. 3.

See LMC information memo, [Competitive Bidding Requirements in Cities](#), American Institute of Certified Planners.

Minn. Stat. § 462.355, subd 1.

Minn. Stat. § 462.355, subd 1.

Minn. Stat. § 462.353, subd 2.

Minn. Stat. § 462.355, subd 2.

Minn. Stat. § 462.357, subd. 1h. Minn. Stat. § 462.355, subd. 1.

a. Consultants and public input

(1) Professional planners

Cities may hire planning consultants and other experts to assist in drafting their plan. Preparing a comprehensive plan is a large undertaking. While a planning commission can and should do most of the job, many communities have found they also need professional assistance from a professional planning consultant or a competent person on the staff of the city, county, regional development commission, or neighboring city.

Cities may solicit a planner through a request for proposal. While state law does not require planners to be licensed or certified, many cities prefer to hire planners with professional certification from the American Institute of Certified Planners (AICP). To be certified by the AICP, planners need to pass an exam and meet continuing education requirements.

(2) Other consultants

In drafting the plan, the planning commission must consult with other city departments and agencies (for example, the city’s economic development authority).

In drafting a comprehensive plan, the planning commission must consider the planning activities of adjacent units of government and other affected public agencies.

The commissioner of natural resources must provide natural heritage data from the county biological survey, if available, to each city for use in the comprehensive plan.

b. Public input

Cities are required to hold at least one public hearing prior to adopting a comprehensive plan. However, most cities find it helpful to hold a series of public meetings to educate residents about the comprehensive plan, and to solicit citizen input. Some cities even develop extensive public relations campaigns to create excitement about and compliance with the city’s comprehensive planning activities.

c. President Theodore Roosevelt Memorial Bill to Preserve Agricultural, Forest, Wildlife, and Open Space Land

Non-metropolitan cities located in certain specified counties are subject to the President Theodore Roosevelt Memorial Act to Preserve Agricultural, Forest, Wildlife, and Open Space Land

RELEVANT LINKS:

Minn. Stat. § 103G.005, subd. 10b.

(hereinafter the “T. Roosevelt Memorial Preservation Act”) and should consult this law if they adopt or amend a comprehensive plan.

(1) Cities not subject to the T. Roosevelt Memorial Preservation Act

Cities in Aitkin, Beltrami, Carlton, Cass, Clearwater, Cook, Crow Wing, Hubbard, Isanti, Itasca, Kanabec, Koochiching, Lake, Lake of the Woods, Milles Lacs, Pine, St Louis and Wadena counties are not subject to the T. Roosevelt Memorial Preservation Act, because they are currently classified as “greater than 80 percent area” counties. A “greater than 80 percent area” means a county or watershed or, for purposes of wetland replacement, bank service area where 80 percent or more of the presettlement wetland acreage is intact and one of the following is true:

- Ten percent or more of the current total land area is wetland.
- Fifty percent or more of the current total land area is state or federal land.

In sum, these “80 percent area” counties still contain a significant portion of their presettlement wetland acreage. “Presettlement wetland” means a wetland or public waters wetland that existed in this state at the time of statehood in 1858.

(2) Cities subject to the T. Roosevelt Memorial Preservation Act

Cities outside the metro area, and not located in the counties listed above, must comply with the act. Even though these cities are not required to engage in comprehensive planning, if the city decides to do so, they must likely adopt certain findings of fact under the T. Roosevelt Memorial Preservation Act.

Specifically, when preparing or recommending amendments to the comprehensive plan, the planning commission in these cities must consider adopting goals and objectives that will protect open space and the environment again, probably as findings of fact.

In addition, within three years of adopting a comprehensive plan, the city must consider adopting ordinances as part of the city’s official controls that encourage the implementation of the goals and objectives of the T. Roosevelt Memorial Preservation Act. However, the city is not required to adopt any ordinances. Consideration of ordinance adoption could potentially be documented in findings of fact.

Minn. Stat. § 103G.005 subd. 10b.

Minn. Stat. § 462.355.

Minn. Stat. § 462.357.

RELEVANT LINKS:

Minn. Stat. § 462.355, subd. 2.

Minn. Stat. § 462.354.

Minn. Stat. § 473.858, subd. 2.

Minn. Stat. § 473.175.

Metropolitan Council.

City of Lake Elmo v. Metropolitan Council, 685 N.W.2d 1 (Minn. 2004).

Minn. Stat. § 462.355, subd. 2.
See LMC information memo *Newspaper Publication*.

Minn. Stat. § 462.355, subd. 3.

3. Recommending the comprehensive plan to council

Once a comprehensive plan is drafted, the planning commission may submit the plan (or a portion of the plan) with its recommendation for adoption to the city council. Upon receipt of the recommended plan, the council may accept the plan, reject the plan, or recommend revisions to the planning commission. In submitting the comprehensive plan to council, the planning commission serves in a strictly advisory role. The city council ultimately decides on the acceptance, rejection, or revision of the plan, and is not bound by planning commission's recommendations.

4. Adopting the comprehensive plan

a. Seven-county metro area plan review: adjacent units of government

Prior to plan adoption, cities within the seven-county metro area must submit their proposed comprehensive plans to adjacent governmental units and affected school districts for review and comment.

b. Seven-county metro area plan review: Metropolitan Council

Cities in the seven-county metropolitan area must submit their comprehensive plan to the Metropolitan Council for review of its compatibility and conformity with the Council's regional system plans. When the Metropolitan Council determines that a city's comprehensive land use plan may have a substantial impact on or contain a substantial departure from the Metropolitan Council's regional system plans, the Council has the statutory authority to require the city to conform to the Council's system plans.

c. Public hearing requirements

Prior to adoption of a comprehensive plan, the planning commission must hold at least one public hearing. A notice of the time, place, and purpose of the hearing must be published once in the official newspaper of the municipality at least ten days before the day of the hearing.

d. Vote requirements

Unless otherwise provided in a city charter, the city council may, by resolution by a two-thirds vote of all its members, adopt and amend the comprehensive plan or a portion of the plan. This means that on a five-member council, the comprehensive plan must receive at least four affirmative votes.

RELEVANT LINKS:

See Section V: *Changing the Structure or Abolishing the Planning Commission*.

Minn. Stat. § 462.356, subd 1.

Minn. Stat. § 462.356, subd 1.

See LMC information memo, *Zoning Guide for Cities*.

LMC information memo *Zoning Decisions*.
See Handbook, *Comprehensive Planning, Land Use, and City-Owned Land*.

LMC information memo, *Subdivision Guide for Cities*.
See Handbook, *Comprehensive Planning, Land Use, and City-Owned Land*.

Minn. Stat. § 462.355, subd 1.

Minn. Stat. § 462.355, subd. 1a.

Minn. Stat. § 473.864, subd. 2.

Minn. Stat. 473.121, subd. 2.

B. Implementing the plan

Once a comprehensive plan is adopted, the planning commission continues to exist (unless dissolved using statutory procedures). Once a plan is adopted, the main task of the planning commission is to study and propose to the city council a reasonable and practicable means for putting the plan or section of the plan into effect.

Reasonable and practicable means for putting the plan into action may include:

- Zoning regulations.
- Regulations for the subdivision of land.
- An official map.
- A program for coordination of the normal public improvements and services of the municipality.
- A program for urban renewal, and
- A capital improvement program.

In submitting recommendations for effectuation of the comprehensive plan to council, the planning commission serves in a strictly advisory role. The city council ultimately decides on the adoption of any land use ordinances or city programs.

C. Role in periodic review of the comprehensive plan

After a city has adopted a comprehensive plan, the planning commission is responsible for periodically reviewing the plan and recommending amendments whenever necessary.

Cities within the seven-county metropolitan area must review and update their plan, fiscal devices, and official controls at least every 10 years, and submit their revised plans to the Metropolitan Council for review. "Fiscal devices" means the valuation of property, the designation of urban and rural service districts, and the establishment of development districts and any other statutes authorizing the creation of districts in which the use of tax increment bonding is authorized. "Metropolitan area" or "area" means the area over which the Metropolitan Council has jurisdiction, including the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington, but excluding the cities of Northfield, Cannon Falls, Hanover, Rockford, and New Prague.

RELEVANT LINKS:

Minn. Stat. § 462.355, subd. 3.

See Section III-A-4 *Adopting the Comprehensive Plan*.
Minn. Stat. § 462.355, subd. 3.

Minn. Stat. § 473.175.
Metropolitan Council.

Minn. Stat. § 462.355, subd. 3.

Minn. Stat. § 462.356, subd. 2.

Lerner v. City of Minneapolis, 284 Minn. 46, 169 N.W.2d 380 (Minn. 1969). A.G. Op. 63-b-24 (Dec. 9, 1971). A.G. Op. 161-b, (Aug. 8, 1966).
See LMC information memo *Purchase and Sale of Real Property*.

D. Role in amending the comprehensive plan

After a city has adopted a comprehensive plan, all future amendments to the plan must be referred to the planning commission for review and comment. No plan amendment may be acted upon by the city council until it has received the recommendation of the planning commission, or until 60 days have elapsed from the date an amendment proposed by the city council has been submitted to the planning commission for its recommendation.

In submitting review and comment to council, the planning commission serves in a strictly advisory role. The city council ultimately decides on the acceptance, rejection or the revision of the plan, and is not bound by planning commission recommendations.

1. Procedure for amending a comprehensive plan

In amending a comprehensive plan, cities must follow the same procedure for adoption of a new plan. The planning commission must hold at least one public hearing on the amendment preceded by published notice.

Cities in the seven-county metro area must submit all amendments to their comprehensive plans to the Metropolitan Council for review.

Unless otherwise provided by charter, all amendments to the comprehensive plan must be approved by a two-thirds vote of all its members.

E. Role in purchase and sale of real property

After a comprehensive municipal plan or section of a plan has been recommended by the planning commission and a copy filed with the city council, the planning commission must be given a chance to review and comment on all proposed public acquisitions or disposal of real property within the city. This includes acquisitions or disposal by the city, but also:

- Any special district or agency in the city.
- Any other political subdivision (public schools or the county for example) having jurisdiction within the city.

This provision would appear to apply even when the comprehensive plan has not yet been adopted by council, so long as the planning commission has filed its recommended plan with the city.

After review, the planning commission must report in writing its findings to compliance of the proposed acquisition or to disposal of real estate with the comprehensive municipal plan.

RELEVANT LINKS:

Lerner v. City of Minneapolis, 284 Minn. 46, 169 N.W.2d 380 (Minn. 1969). A.G. Op. 161-b (Aug. 8, 1966).

Minn. Stat. § 462.356, subd. 2.

Minn. Stat. § 475.521, subd. 1 (b).

Minn. Stat. § 373.40, subd. 1(b).

The purpose of this requirement is to allow review of overall municipal development by the city planning commission, the authority charged with developing and reviewing the comprehensive land use plan for the municipality.

The planning commission has 45 days to report on the proposal, unless the city council designates a shorter or longer period for review. If the planning commission does not report within the required timeline, this statutory provision is considered waived by the commission.

In addition, a city council may by resolution adopted by two-thirds vote dispense with this requirement when in its judgment it finds that the proposed acquisition or disposal of real property has no relationship to the comprehensive municipal plan.

In submitting comments and review, the planning commission serves in a strictly advisory role. The city council ultimately decides on the purchase or disposal of real estate and is not bound by planning commission recommendations.

F. Role in capital improvements program

After a comprehensive municipal plan or section of a plan has been recommended by the planning commission and a copy filed with the city council, the planning commission must be given a chance to review and comment on all proposed public capital improvements within the city. This includes not only capital improvements built by the city, but also by:

- Any special district or agency in the city.
- Any other political subdivision having jurisdiction within the city.

The planning commission must report in writing to the city council, other special district or agency, or political subdivision concerned, its findings to compliance of the proposed capital improvement with the comprehensive municipal plan.

The term capital improvement is not defined within the comprehensive planning statute. Other laws governing issuing municipal bonds define “capital improvement” in part as acquisition or betterment of public lands, buildings or other improvements for a city hall, town hall, library, public safety facility, and public works facility. An improvement must have an expected useful life of five years or more to qualify. Capital improvement does not include light rail transit or any activity related to it, or a park, road, bridge, administrative building other than a city or town hall, or land for any of those facilities. For purposes of this section, “capital improvement” may include expenditures involving those for which bonds were or are issued.

RELEVANT LINKS:

Lerner v. City of Minneapolis, 284 Minn. 46, 169 N.W.2d 380 (Minn. 1969). A.G. Op. 161-b (Aug. 8, 1966).

Minn. Stat. § 462.357, subd. 2.
Minn. Stat. § 462.352, subd. 6.

Minn. Stat. § 462.357, subd. 2 (c).
For more information see LMC information memo, [Zoning Decisions](#).

Minn. Stat. § 462.357, subds. 1a, 1b.
Minn. Stat. § 462.357, subd. 1.
Minn. Stat. § 462.357, subd. 1e.
Minn. Stat. § 462.357, subd. 1g.
Minn. Stat. § 462.357, subd. 1.
Minn. Stat. § 462.357, subd. 1.
Minn. Stat. § 462.357, subd. 7.

Minn. Stat. § 462.357, subd. 7.

Minn. Stat. § 462.357, subd. 7.
Minn. R. 9502.0315 to 9502.0445.
Minn. Stat. § 462.357, subd. 8.

The planning commission has 45 days to report on the proposal, unless the city council designates a shorter or longer period for review. If the planning commission does not report within the required timeline, this statutory provision is considered waived by the commission.

A city council may by resolution adopted by two-thirds vote dispense with this requirement when in its judgment it finds that the proposed capital improvement has no relationship to the comprehensive municipal plan.

In submitting comments and review, the planning commission serves in a strictly advisory role. The city council ultimately decides on capital improvements for the city and is not bound by planning commission recommendations.

G. Role in zoning ordinance adoption and amendment

1. Zoning ordinance adoption

The planning commission may, after adopting a comprehensive plan or a portion of a land use plan, prepare a proposed zoning ordinance (including a zoning map) and submit it to the city council with its recommendations for adoption. If a city adopts only a land use plan, the plan must provide guidelines for the timing and sequence of the adoption of official controls to ensure planned, orderly, and staged development and redevelopment consistent with the land use plan.

Note: The Municipal Planning Act has specific provisions related to local zoning of the following uses, which impact zoning ordinances:

- Manufactured home parks.
- Manufactured homes.
- Existing legal nonconformities at the time of zoning ordinance adoption.
- Feedlots.
- Earth sheltered construction, as defined by Minn. Stat. 216C.06.
- Relocated residential buildings.
- State licensed residential facilities or housing services registered under Minn. Stat. 144D and serving six or fewer persons in single family residential districts.
- Licensed day care facilities serving 12 or fewer persons in single family residential districts.
- Group family day care facilities licensed under Minnesota Rules to serve 14 or fewer children in single family residential districts.
- State licensed residential facilities serving 7-16 persons in multifamily residential districts.

RELEVANT LINKS:

Minn. Stat. § 462.357, subd. 7.

Minn. Stat. § 462.3593.
Minn. Stat. § 462.357, subd. 6.

Northshor Experience, Inc. v. City of Duluth, MN, 442F.Supp.2d 713 (D. Minn. 2006). *Costley v. Caromin House, Inc.*, 313 N.W.2d 21 (Minn. 1981). A.G. Op. 59-A-32 (Jan. 25, 2002).

Minn. Stat. § 462.357, subd. 2.

A.G. Op. 59-A-32 (Jan. 25, 2002).

Minn. Stat. § 462.357, subd. 3.

LMC information memo, [Newspaper Publication](#).

See LMC information memo, [Zoning Guide for Cities](#).

Minn. Stat. § 462.357, subd. 4.

For more information see LMC information memo [Zoning Decisions](#).

See Section IV- B on the [60-Day Rule](#).

- Licensed day care facilities serving 13-16 persons in multifamily residential districts.
- Temporary family health care dwellings.
- Solar energy systems.

Cities cannot adopt local ordinances that contradict the explicit provisions of state law as set out in the Municipal Planning Act on the uses listed above.

The city council may adopt a zoning ordinance by a majority vote of all its members.

In adopting an ordinance, one Minnesota attorney general opinion has found that charter cities may not provide for different voting requirements in their city charter, because the Municipal Planning Act supersedes inconsistent charter provisions.

Prior to the adoption of a zoning ordinance, the city council or planning commission must hold a public hearing. Notice of the time, place, and purpose of the hearing must be published in the official newspaper of the municipality at least ten days prior to the day of the hearing. When an amendment involves changes in district boundaries affecting an area of five acres or less, a similar notice must be mailed at least ten days before the day of the hearing to each owner of affected property and property situated wholly or partly within 350 feet of the property to which the amendment relates.

The drafting and adoption of a city zoning ordinance is covered in detail in the LMC Information Memo, [Zoning Guide for Cities](#).

2. Zoning ordinance amendment

An amendment to a zoning ordinance, including a rezoning, may be initiated by the governing body, the planning commission, or by petition of affected property owners as defined in the zoning ordinance. An amendment not initiated by the planning commission must be referred to the planning commission for study and report. The city council may not act on the proposed amendment (either by adopting or denying the amendment) until the planning commission has made its recommendations or 60 days have elapsed from the date of reference of the amendment without a report by the planning commission.

It is important to note that while state statute provides the planning commission 60 days to respond to proposals, the 60-Day Rule (an entirely different rule with 60 days in the title) still applies to ordinance amendments brought by application or petition of property owners.

RELEVANT LINKS:

Minn. Stat. § 462.357, subd. 3.

Minn. Stat. § 462.357, subd. 2.

Minn. Stat. § 462.357, subd. 5.

Minn. Stat. § 462.3595.

See LMC information memo, *Zoning Guide for Cities*.

As a result, internal procedures should be developed to coordinate planning commission review that does not violate the 60-Day Rule automatic approval statute.

In generating a report on a proposed zoning amendment, the planning commission serves in a strictly advisory role. The city council ultimately decides on the amendment for the city and is not bound by planning commission recommendations.

Prior to the adoption of a zoning ordinance amendment, a public hearing must be held. Under state statute, the city council or the planning commission may conduct the hearing.

Cities may adopt an ordinance or policy directing the planning commission to conduct these hearings when necessary.

The city council may adopt and amend a zoning ordinance by a majority vote of all its members. However, the adoption or amendment of any portion of a zoning ordinance which changes all or part of the existing classification of a zoning district from residential to either commercial or industrial requires a two-thirds majority vote of all members of the governing body.

3. Cities of the first class, additional duties for planning commissions

First class cities must follow very detailed procedures in state statute for zoning amendments that change residential zoning classifications to new commercial or industrial classifications. Planning commissions in cities of the first class must assist the city in these circumstances by conducting studies and developing reports. The adoption or amendment of any portion of a zoning ordinance that changes all or part of the existing classification of a zoning district from residential to either commercial or industrial requires a two-thirds majority vote of all members of the governing body. Charter cities of the first class may opt to follow a different procedure via a city charter provision.

H. Conditional use permits

Some city zoning ordinances provide that some uses within a zoning district will only be allowed upon the granting of a conditional use permit. Conditional use permits are discussed in detail in the LMC Information Memo *Zoning Guide for Cities*. State statute allows city councils to delegate via ordinance their authority to review and approve conditional use permits to a planning commission or other designated authority.

Planning commissions charged with reviewing applications for conditional use permits must follow fairly strict legal standards for their review.

RELEVANT LINKS:

See LMC information memos *Zoning Guide for Cities; Land Use Conditional Use Permits.*

Minn. Stat. § 462.359, subd. 2.
See Handbook, *City Licensing*.
Minn. Stat. § 462.352, subd. 7, 8.

See LMC information memo, *Purchase and Sale of Real Property.*

Specifically, the city must follow the requirements of the zoning ordinance it has adopted.

If a conditional use permit application meets the requirements of the ordinance, generally it must be granted. If an application is denied, the stated reasons for the denial should all relate to the applicant’s failure to meet standards established in the ordinance. The standard of review for conditional use permits is discussed in depth in the LMC Information Memo *Zoning Guide for Cities*.

I. Role in adoption of an official map for a major thoroughfare plan and a community facilities plan

After the planning commission has adopted a comprehensive plan containing a major thoroughfare plan and a community facilities plan or simply these portions of their comprehensive plan, it may adopt an official map. The official map is not the zoning map required for adoption of a zoning ordinance.

In addition, it is not the map adopted as part of the comprehensive planning process. Instead, the official map is a unique map designed to help carry out the policies of the major thoroughfare plan and community facilities plan. The official map can cover the entire city or any portion of the city.

The purpose of an official map is to identify land needed for future public uses, such as streets, aviation purposes or other necessary public facilities, such as libraries, city halls, parks, etc. Identification on an official map of land needed for future public uses permits both the public and private property owners to adjust their building plans equitably and conveniently before investments are made that will make adjustments difficult to accomplish.

Official maps do not give a city any right to acquire the areas reserved on the map without just compensation by the city. When the city is ready to proceed with the opening of a mapped street, the widening and extension of existing mapped streets, or the use of lands for aviation purposes, it still must acquire the property by gift, purchase, or condemnation. It need not, however, pay for any building or other improvement erected on the land without a permit or in violation of the conditions of the permit.

Following the adoption and filing of an official map, building permits issued under the Minnesota State Building Code are subject to the provisions set forth in the city’s official map. This puts landowners on notice of possible future uses and allows construction to occur within the constraints of the planning.

RELEVANT LINKS:

Minn. Stat. § 462.354, subd. 2.

Minn. Stat. § 462.357, subd. 6 (1).

Minn. Stat. § 462.357, subd. 6 (2).
Minn. Stat. § 462.359, subd. 4.

Minn. Stat. § 462.354, subd. 2.

Minn. Stat. § 462.354, subd. 2.

Minn. Stat. § 462.354, subd. 2.

Minn. Stat. § 462.354, subd. 2.

This way landowners can avoid costly expenditures on developments, for example, that sit in a location planned for future public uses. As a result, any building built without obtaining a building permit or in violation of permit conditions, loses the statutory protection for just compensation, and a municipality need not pay a landowner for a building that needs to be destroyed if a street is widened. In other words, while the official map does not give the city a fee interest in land initially, it does authorize the municipality to acquire such interests in the future without having to pay compensation for buildings that are erected in violation of the official map.

J. Board of zoning adjustment and appeals

A city that has adopted a zoning ordinance or official map should provide for a Board of Zoning Adjustment and Appeals (BZA). By ordinance, a city may delegate the role of a BZA to the city planning commission or a committee of the planning commission. The duties of a BZA include:

- To hear and decide appeals where it is alleged that there is an error in any order, requirement, decision or determination made by an administrative officer in the enforcement of the zoning ordinance.
- To hear requests for variances from a city zoning ordinance.
- To hear and decide appeals when a land use, zoning permit or approval for a building is denied based upon the city's official map.
- Such other duties as the city council may direct.

In any city where the council does not serve as the BZA, the city council may, except as otherwise provided by charter, provide by ordinance that the decisions of the BZA on matters within its jurisdiction are:

- Final, subject only to judicial review; or
- Final, subject to appeal to the council and the right of later judicial review; or
- Advisory to the council.

The ordinance creating the BZA should specify at minimum:

- The time and manner by which hearings by the BZA shall be held, including provisions related to notice to interested parties.
- Rules for the conduct of proceedings before the BZA, including provisions for the giving of oaths to witnesses and the filing of written briefs by the parties.

In cities where the planning commission does not act as the BZA, the BZA may not make a decision on an appeal or petition until the planning commission, or a representative authorized by it, has had reasonable opportunity, not to exceed 60 days, to review and report to the BZA about the appeal or petition.

RELEVANT LINKS:

See information memos, *Zoning Guide for Cities* and *Land Use Variances*.

Minn. Stat. § 462.358, subd. 3(b).

See Handbook, *City Licensing*. See also LMC information memo, *Subdivision Guide for Cities*.

See LMC information memo *Subdivision Guide for Cities*.

See the LMC information memo, *Meetings of City Councils*.

See LMC information memo, *Meetings of City Councils*, Minn. Stat. § 13D.01.

It is important to note that while state statute provides the planning commission 60 days to respond to appeals or petitions, the 60-Day Rule (an entirely different rule with 60 days in the title) may still apply to some matters brought before the BZA (for example, requests for variances) by application or petition of property owners. As a result, internal procedures should be developed to coordinate planning commission review that does not violate the 60-Day Rule automatic approval statute.

Planning commissions charged with reviewing applications for variances must follow fairly strict legal standards for their review. Specifically, the city must follow the requirements of the state statute related to whether enforcement of a zoning ordinance provision as applied to a particular piece of property would cause the landowner “practical difficulties.” The standards for review in granting variances are discussed in depth in the LMC Information Memo *Zoning Guide for Cities*.

K. Role in review of subdivision applications

Absent a charter provision to the contrary, in cities that have adopted a subdivision ordinance, the city council may by ordinance delegate the authority to review subdivision proposals to the planning commission. However, final approval or disapproval of a subdivision application must be the decision of the city council.

Planning commissions charged with reviewing subdivision applications must follow fairly strict legal standards for their review. Specifically, the city must follow the requirements of the subdivision ordinance it has adopted. If a subdivision application meets the requirements of the ordinance, generally it must be granted. If an application is denied, the stated reasons for the denial must all relate to the applicant’s failure to meet standards established in the ordinance. The standard of review for subdivision applications is discussed in depth in an LMC information memo on subdivisions, plats and development agreements.

IV. Planning commission meetings

Planning commission meetings are governed by the same statutes as regular city council meetings. For example, planning commission meetings are subject to the Open Meeting Law and subject to the records retention laws.

A. Open Meeting Law

The Minnesota Open Meeting Law generally requires that all meetings of public bodies be open to the public. This presumption of openness serves three basic purposes:

RELEVANT LINKS:

Rupp v. Mayasich, 533 N.W.2d 893 (Minn. Ct. App. 1995).

Minn. Stat. § 13D.01, subd. 1.

Minn. Stat. § 13D.01, subd. 6.

LMC information memo *Meetings of City Councils*.

For more information on the 60-Day Rule see the LMC information memo, *Zoning Guide* Section V-A, The 60-Day Rule.

Minn. Stat. § 15.99. *Manco of Fairmont v. Town Bd. of Rock Dell Township*, 583 N.W.2d 293 (Minn. Ct. App. 1998) cf. *American Tower, L.P. v. City of Grant*, 636 N.W.2d 309 (Minn. 2001). *Hans Hagen Homes, Inc. v. City of Minnetrista*, 728 N.W.2d 536 (Minn. 2007) distinguished by *Johnson v. Cook Cty.*, 786 N.W.2d 291 (Minn. 2010).

See LMC information memo, *Zoning Guide for Cities*, Section V-A, The 60-Day Rule.

- To prohibit actions from being taken at a secret meeting where it is impossible for the interested public to become fully informed concerning decisions of public bodies or to detect improper influences.
- To ensure the public’s right to be informed.
- To afford the public an opportunity to present its views to the public body.

The Open Meeting Law applies to all governing bodies of any school district, unorganized territory, county, city, town or other public body, and to any committee, sub-committee, board, department or commission of a public body. Thus, the law applies to meetings of all city planning commissions and any city or commission advisory boards or committees.

At least one copy of the materials made available to the planning commission at or before the meeting must also be made available for inspection by the public. However, this does not apply to not-public data or materials relating to the agenda items of a closed meeting.

The Open Meeting Law also contains some specific notice and record-keeping requirements which are discussed in detail in the LMC Information Memo Meetings of City Councils.

B. The 60-Day Rule

Cities generally have only 60 days to approve or deny a written request relating to zoning, including rezoning requests, conditional use permits and variances. This requirement is known as the “60-Day Rule.”

The 60-Day Rule is a state law that requires cities to approve or deny a written request relating to zoning within 60 days or it is deemed approved. The underlying purpose of the rule is to keep governmental agencies from taking too long in deciding land use issues. Minnesota courts have generally demanded strict compliance with the rule.

All planning commission review of zoning related applications must be completed in a manner that allows the city to complete its entire approval process within the timeframe dictated by the 60-Day Rule. Local ordinance should not establish timeframes for planning commission review of applications or appeal of commission decisions that do not allow the city to comply with the 60-Day Rule.

RELEVANT LINKS:

See *Planning Commission Structure and Procedure*, LMC Model Policy.

See LMC information memo, *Meetings of City Councils*.

See LMC information memo, *Zoning Guide for Cities*, Section V-C-2-b on conducting a public hearing

See Handbook, *Records Management*, Minn. Stat. § 15.17, subs. 1, 2.
See LMC information memo, *Meetings of City Councils* for more information on minutes.

See LMC information memo, *Zoning Guide*, Section V-C-2 on making a record of the basis for zoning decisions.

C. Commission policies on order and meeting structure

City ordinance may provide for the adoption, subject to the city council's approval, of planning commission policies related to meeting rules of order and procedure (sometimes referred to as bylaws). Such policies should be adopted by resolution, not ordinance. A policy setting forth rules of procedure can help the planning commission run its meetings, prepare agendas, call special meetings and handle public comment appropriately. Because planning commissions often conduct public hearings, the policy should prescribe a procedure for conducting orderly public hearings.

The policy should establish procedures related to:

- Meeting time and place, including provisions for calling special meetings.
- Quorum requirements.
- Voting and making official recommendations.
- Order of proceedings for both regular meetings and public hearings.
- Creating, ordering and submitting items to an official agenda.
- Minute taking and record keeping requirements.
- Appointment and duties of officers, such as chairperson.
- Filling vacancies.
- Creation of management of subcommittees.

D. Minutes and official records

Cities, including city planning commissions, are required by law to create an accurate record of their activities. In addition, cities, including city planning commissions, must retain government records in accordance with the records retention laws.

1. Minutes and records

State law requires all officers and agencies of the state, including planning commissions in statutory and home-rule charter cities, to make and preserve all records necessary for a full and accurate knowledge of their official activities. These records include books, papers, letters, contracts, documents, maps, plans and other items. State statutes do not explicitly require planning commissions to take minutes of their meetings, but such minutes may be necessary to make a full and accurate record of the commission's proceedings.

Minutes are further recommended because the actions of planning commissions and land use decisions, in general, are frequently subject to court review.

RELEVANT LINKS:

LMC information memo
*Taking the Mystery out of
Findings of Fact.*

LMC information memos:
*Taking the Mystery out of
Findings of Fact, Zoning
Decisions.*

Minn. Stat. § 15.17,
Minn. Stat. § 138.225,
Minn. Stat. §§ 138.161-21.

When a city land use decision is reviewed by a court of law, the court requires cities to document the basis for their land use decisions in written, contemporaneous findings of fact.

Planning commission bylaws or city policy should set the requirements for meeting minute approval and content. For example, a policy may require the minutes to reflect all motions and resolutions and votes taken by the commission. Planning commission policy also may assign responsibility for minute taking to the commission secretary or to a city staff member.

2. Findings of fact

In addition to minutes, whenever the planning commission makes an official recommendation related to a matter referred to it by council or on a land use application submitted to the city (for example, a conditional use permit, zoning amendment, variance or subdivision application), it should create written findings of fact supporting the recommendation. Findings of fact from the planning commission serve three important roles:

- They articulate to the city council the planning commission's recommendations on issues before the commission, including its basis for making its recommendations.
- They communicate to a land use applicant the commission's approval of a project or identify for the applicant disapproval and the reasons for such disapproval.
- They support the city's ultimate decision on the issue should the city's decision be challenged in court.

In land use cases, Minnesota courts are looking for a sufficient statement of the reasons given by the city to grant or deny an application request. The role of the court is to examine the city's reasons and ascertain whether the record before the city council supports them. The reasons given by the city must be legally sufficient and have a factual basis.

Minnesota case law and statutory law demand that the reasons for a city's decision on a land use case be articulated in the official record. Written findings of fact, or "reasons," and conclusions of law are required whenever an application is denied. In addition, written findings of fact and conclusions of law are strongly recommended whenever a decision or recommendation related to a land use decision is made. Findings of fact and creating accurate records are discussed at length in the LMC Information Memo "Zoning Guide for Cities."

3. Records retention requirements

State law limits the ability of cities, including city planning commissions, to dispose of or destroy city records.

RELEVANT LINKS:

A.G. Op. 851F (Feb. 5, 1973). See Handbook, *Records Management*.

See LMC information memos, *Taking the Mystery out of Findings of Fact*: Land Use Findings of Fact: Elected Officials as Policy makers and *Zoning Decisions*.

Minn. Stat. § 462.354, subd. 1.

Minn. Stat. § 410.12.
See Handbook, *The Home Rule Charter City*.

Minn. Stat. § 462.355, subd. 3.

Minn. Stat. § 462.356, subd. 2.

Minn. Stat. § 462.357, subd. 4.

Minn. Stat. 412.191, subd. 4.

Minn. Stat. § 410.12.

Cities must retain records that they receive or create according to a records retention schedule. It is a crime to destroy such records without statutory authority.

Maintaining adequate records is also vital for defending the city's land use decisions in a court of law.

V. Changing the structure or abolishing the planning commission

A. Abolishing the planning commission

State statute provides that planning commissions created by city ordinance may be abolished by two-thirds vote of all the members of the governing body. Planning commissions created by city charter can be abolished by following the statutory provisions for amending a city charter.

Cities considering abolishing their planning commission should seek the advice of their city attorney. While state statute allows cities to abolish their planning commission, state statute also vests planning commissions with mandatory duties related to:

- Reviewing amendments to the comprehensive plan.
- Reviewing purchase and sale of public property and capital improvement projects.
- Reviewing zoning ordinance amendments.

Because state statute vests planning commissions with these mandatory duties, it is unclear how a city that has abolished its planning commission would proceed under state statute with necessary amendments to official controls, purchase and sale of property and capital improvements.

B. Modifying the planning agency

Planning commissions created by city ordinance may be modified by an ordinance amendment (for example, to change from a five- to seven-member commission). For statutory cities, the ordinance must be approved by a majority of all members of the city council. Consult the city charter to modify planning commissions created by city charter.

VI. Joint or multijurisdictional planning

State statutes create multiple means for cities to collaborate with other

RELEVANT LINKS:

Minn. Stat. § 462.3535, subd. 1, 2.

Minn. Stat. § 462.3535, subd. 4.

governmental bodies, including other cities, counties and towns, on comprehensive land use planning.

A. Community-Based planning

Cities are encouraged, but not required, to prepare and implement a community-based comprehensive municipal plan. This language is very similar to comprehensive planning as discussed above, but is not the same. Community-based comprehensive municipal plans contain an element of orderly annexation and/or boundary adjustment planning along with traditional land use and community planning.

In cities that opt for community-based comprehensive municipal plans, the city must coordinate its plan with the plans, if any, of the county and the city's neighbors. Cooperation is designed to:

- Prevent the plan from having an adverse impact on other jurisdictions.
- Complement the plans of other jurisdictions.

In cities that opt for community-based comprehensive municipal plans, the city must prepare its plan to be incorporated into the county's community-based comprehensive plan, if the county is preparing or has prepared one, and must otherwise assist and cooperate with the county in its community-based planning.

Community-based comprehensive municipal plans do not appear to be common. Cities interested in this option should consult their city attorney or a planning consultant.

B. Joint planning boards for unincorporated territory within two miles of the city limits

If a city has already opted to extend the application of its subdivision regulations to unincorporated territory located within two miles of its limits before the creation of a joint board, those subdivision regulations will apply until the joint board adopts subdivision regulations.

If a city has unincorporated area within two miles of the corporate limits of a city, a joint planning board may be formed. A city council or a county board or a town board may require the establishment of a joint planning board on their own initiative by passing a resolution requiring a board to be established. The resolution, once passed, must be filed with the county auditor.

The city, county and town must agree on the number of board members for the joint board. However, each participating governmental unit must have an equal number of members. The members must be appointed from the governing bodies of the city, county and town.

Minn. Stat. § 462.358, subd. 1a.

Minn. Stat. § 462.3585.

RELEVANT LINKS:

Minn. Stat. § 462.3585.

Minn. Stat. § 462.3585.
Minn. Stat. § 462.354, subd.
1.

Minn. Stat. § 462.3585.
Minn. Stat. § 462.354, subd.
2.

Minn. Stat. § 462.3585.
Minn. Stat. § 462.355.

Minn. Stat. § 462.3585.
Minn. Stat. § 462.355, subd.
4.

LMC information memo
Zoning Guide.

Minn. Stat. § 462.3585.
Minn. Stat. § 462.357.

Minn. Stat. § 462.3585.
Minn. Stat. § 462.358.

Minn. Stat. § 462.3585.
Minn. Stat. § 462.359.

Minn. Stat. § 462.3585.
Minn. Stat. § 462.3595.

Minn. Stat. § 462.3585.
Minn. Stat. § 462.362.

Minn. Stat. § 462.3585.

Minn. Stat. § 462.371.
See Handbook,
*Intergovernmental
Cooperation*.
See LMC information memo
*LMCIT Liability Coverage
Guide*.

Minn. Stat. § 462.372.

Once established, the board is authorized to:

- Serve as the governing body and board of appeals and adjustments within the two-mile area.
- Create a planning agency.
- Create a BZA.
- Adopt a comprehensive plan.
- Adopt interim ordinances. Note that the law on interim ordinances for certain uses is specific and varied. Best practice suggests consultation with the city attorney before adopting interim ordinances.
- Adopt zoning ordinances.
- Adopt subdivision regulations.
- Adopt an official map.
- Provide for and issue conditional use permits.
- Enforce official controls and prescribe penalties for violations.
- Adopt and enforce the State Fire Code.

The city must provide staff for the preparation and administration of land use controls unless otherwise agreed by the governmental units composing the board.

C. Regional planning boards

Any two or more counties, cities or towns may enter into a joint powers agreement to conduct regional planning activities. The participating entities do not need to be contiguous.

The joint powers agreement creating a regional planning agency should:

- Establish a board composed of members selected from the governing bodies of the participating governmental units.
- Set the number of board members.
- Establish terms of office for board members.
- Establish a method for member appointment and removal.

RELEVANT LINKS:

[Minn. Stat. § 462.373, subd. 1.](#)

[Minn. Stat. § 462.373, subd. 2.](#)

[Minn. Stat. § 462.374.](#)

[Minn. Stat. § 462.375.](#)

[Minn. Stat. § 462.383.](#)

[Minn. Stat. § 462.385.](#)

[Northwest Development Commission.](#)

[Headwaters Regional Development Commission.](#)

[Arrowhead Regional Development Commission.](#)

[West Central Initiative.](#)

[Region Five Development Commission.](#)

[Mid-Minnesota Development Commission.](#)

- Create a framework for adoption of a regional plan, and provide timelines for review and comment on the plan by participating governmental units.
- Create a framework for review of participating governmental unit comprehensive plans and a timeline for comment on such plans by the regional board.

The regional planning board may hire a planning director and staff, including consultants, and appoint an advisory planning commission.

The regional planning board may prepare a plan for the development of the region. However, the plan may not be adopted by the regional planning board until it has been referred to the governing bodies of all participating units for their review and their recommendation.

Once the plan has been prepared, participating governmental units within the region may adopt all or any portion of the regional development plan.

When a regional plan is adopted, the regional planning agency must send a copy of the plan and any future revisions to the commissioner of employment and economic development, to the governing bodies of cooperating governmental units, and to the planning agencies in contiguous areas.

D. Regional development commissions and comprehensive planning activities

Regional development commissions are separate entities from regional development boards discussed above. Regional development commissions are created by state statute to provide a means of pooling the resources of local governments to approach common problems related to urban and rural growth and development.

Development regions are set by state statute and are numbered as follows:

Region 1: Kittson, Roseau, Marshall, Pennington, Red Lake, Polk, and Norman.

Region 2: Lake of the Woods, Beltrami, Mahnommen, Clearwater, and Hubbard.

Region 3: Koochiching, Itasca, St. Louis, Lake, Cook, Aitkin, and Carlton.

Region 4: Clay, Becker, Wilkin, Otter Tail, Grant, Douglas, Traverse, Stevens, and Pope.

Region 5: Cass, Wadena, Crow Wing, Todd, and Morrison.

Region 6E: Kandiyohi, Meeker, Renville, and McLeod.

RELEVANT LINKS:

Upper Minnesota Valley Regional Development Commission.

East Central Regional Development Commission.

Southwest Regional Development Commission.

Region Nine Development Commission.

Metropolitan Council.

Minn. Stat. § 462.39, subds. 4, 5.

Minn. Stat. § 462.391, subd. 1a.

LMCIT Land Use Resources.

Government Training Services. American Planning Association.

Region 6W: Big Stone, Swift, Chippewa, Lac qui Parle, and Yellow Medicine.

Region 7E: Mille Lacs, Kanabec, Pine, Isanti, and Chisago.

Region 8: Lincoln, Lyon, Redwood, Pipestone, Murray, Cottonwood, Rock, Nobles, and Jackson.

Region 9: Sibley, Nicollet, LeSueur, Brown, Blue Earth, Waseca, Watonwan, Martin, and Faribault.

Region 10: Rice, Goodhue, Wabasha, Steele, Dodge, Olmsted, Winona, Freeborn, Mower, Fillmore, and Houston.

Region 11: Anoka, Hennepin, Ramsey, Washington, Carver, Scott, and Dakota.

The creation of a regional development commission does not affect the rights of counties or cities to conduct their own planning activities. Instead, regional development commissions are designed to support planning for cities. Cities may request that a regional commission review, comment, and provide advisory recommendations on local plans or development proposals.

VII. Training and resources for planning commission members

Planning commission members perform a vital role for their community. Training materials and seminars can increase the effectiveness of city planning commissioners and are essential for protecting the city’s legal interests.

The League of Minnesota Cities Insurance Trust has a Land Use Loss Control Program to assist members through phone consultations and online training. In addition, the Land Use Loss Control Program has extensive written materials available at no cost to members.

Additional training and materials may also be obtained from private vendors such as:

- Government Training Services (GTS).
- The American Planning Association.

Establishing a Planning Commission, LMC Model Ordinance

League models are thoughtfully developed by our staff for a city's consideration. Models should be customized as appropriate for an individual city's circumstances in consultation with the city's attorney. Helpful background information on this model may be found in the League Information Memo "Planning Commission Guide"

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING AND FIXING THE DUTIES OF A CITY PLANNING COMMISSION WITHIN THE CITY OF _____, MINNESOTA


The City Council of _____, Minnesota ordains:


SECTION 1. ESTABLISHMENT OF THE PLANNING COMMISSION

The Planning Commission is hereby established. The Planning Commission shall be the city planning agency authorized by M.S. 462.354, subd. 1, as it may be amended from time to time. Except as otherwise provided in this ordinance, the Planning Commission shall be advisory directly to the City Council.

SECTION 2. COMPOSITION AND TERMS

(A) Composition, Number. Such Planning Commission shall consist of _____ members, who are residents of the city. Members shall be appointed by the City Council.

 *Cities should set an odd number to avoid tie-vote situations. Between five and nine individuals are common.*

 *Optional provision:* In addition, the City Council shall select _____ council member(s) from among its own members to serve on the Commission as a council liaison to the Planning Commission. The council member(s) shall be a non-voting member(s) who is not counted for quorum purposes.

(B) Terms. Of the members of the Commission first appointed, one shall be appointed for the term of one (1) year, two for the term of two (2) years, two for the term of three (3) years, and two for the term of four (4) years. Their successors shall be appointed for terms of four (4) years. Both original and successive appointees shall hold their offices until their successors are appointed and qualified. Terms shall expire each year on December 31.

(C) Compensation. All members shall be compensated at a fixed rate of per meeting attended (regular and special).

(D) Removal. Members may be removed by the City Council with or without cause by a four-fifths vote of the City Council.

(E) Vacancies. Vacancies during the term shall be filled by the City Council for the unexpired portion of the term.

(F) Oath. Every appointed member shall, before exercising any of his or her duties, take an oath that he or she will faithfully discharge the duties of the office.

SECTION 3. ORGANIZATION, MEETINGS, MINUTES AND EXPENDITURES

(A) Officers. At the first regular meeting in January, the Planning Commission shall elect a Chairperson, a Vice-Chairperson and a Secretary from among its appointed members, each for a term of one year. The Planning Commission may create and fill other offices as it may determine necessary.

(B) Meeting. The Planning Commission may hold at least one meeting each month as needed at the time and place as they may fix by resolution, subject to City Council approval and file with the City Clerk. Special meetings may be called at any time by the Chairperson, or in the case of the Chairperson's absence, by the Vice-Chairperson, or as directed by the City Council or Mayor.

(C) Commission Policy on Meetings, Organizational Form and Rules of Order. Subject to approval by the City Council, the Planning Commission shall adopt rules of order or bylaws for the transaction of business, ordering meetings, adopting findings of fact and holding public hearings.

(D) Minutes. Written minutes of meetings shall be kept and filed with the City Clerk prior to the next regularly scheduled City Council meeting, but shall be subject to approval at the next Planning Commission meeting.

(E) Expenditures. No expenditures by the city on behalf of the Planning Commission shall be made unless and until authorized by the City Council.

SECTION 4. ATTENDANCE

Duly appointed members of the Planning Commission shall be required to attend no less than half the official meetings of the Planning Commission held within a given calendar year unless specifically excused by the Chair of the Planning Commission and said excused absences noted in the minutes. Failure to attend no less than half of the official meetings within a given calendar year, without excuse of the Chair of the Planning Commission, shall be considered as formal notice of resignation from said Planning Commission. In addition, failure to attend four-consecutive regular meetings without excuse of the Chair of the Planning Commission, shall be considered as formal notice of resignation from said Planning Commission.

SECTION 5. STAFF FOR THE COMMISSION

The City Clerk or Administrator, Building Inspector, City Planner, City Engineer and City Attorney may act as staff for the Planning Commission and may be required at times to attend commission meetings. City Staff may provide the Commission with information as requested by the Commission. The City Clerk or Administrator may perform secretarial duties for the Commission, such as the keeping of minutes, and may be responsible for the keeping of records.

SECTION 6. POWERS AND DUTIES

(A) Generally. The Planning Commission shall have the powers and duties given to city planning agencies generally by law, including the authority to conduct public hearings as

directed by City Council or city policy. The Planning Commission also shall exercise the duties conferred upon it by this ordinance.

(B) Comprehensive Plan. It shall be the purpose of the Planning Commission to prepare and adopt a comprehensive plan for the physical development of the city, including proposed public buildings, street arrangements and improvements, efficient design of major thoroughfares for moving of traffic, parking facilities, public utilities services, parks and playgrounds, a general land use plan and other matters relating to the physical development of the city. This plan may be prepared in sections, each of which shall relate to a comprehensive plan program. After the City Council has adopted the comprehensive plan, the Planning Commission may periodically, but at least every five years, review the comprehensive plan and any ordinances or programs implementing the plan.



A comprehensive plan is not required in cities outside the seven-county metropolitan area. However, as this normally lays out a vision for the city's future land development and use this is a recommended first step on adopting zoning and subdivision regulations for the city.

(C) Means of Executing Plan. Upon the adoption of a comprehensive plan or any section thereof, it shall be the concern of the Planning Commission to recommend to the City Council reasonable and practical means for putting into effect the plan or section thereof, in order that it will serve as a pattern and guide for the orderly physical development of the city and as a basis for judging the timely disbursements of funds to implement the objective. Means of effectuating the plan, among other things, shall consist of a zoning ordinance, subdivision regulations, capital improvement programming and technical review, and recommendations of matters referred to the Planning Commission by the City Council.

(D) Zoning Ordinance. Pursuant to M.S. 462.357, subd. 3, as it may be amended from time to time, after adoption of a comprehensive plan, if any, the Planning Commission shall review all proposed amendments to the zoning ordinance, conduct public hearings as directed by City Council or city policy, and make recommendations to the City Council concerning zoning ordinance amendments and their relation to the city comprehensive plan and other land use controls. The Planning Commission shall report its recommendations to the City Council for action.

(E) Conditional Permits. The Planning Commission may make recommendations on all requests for a conditional use permit under the terms of the zoning ordinance and conduct public hearings as directed by City Council or city policy. The Planning Commission shall report its recommendations to the City Council for action.

(F) Interim Use Permits. The Planning Commission may make recommendations on all requests for an interim use permit if allowed by current law and under the terms of the zoning ordinance and conduct public hearings as directed by City Council or city policy. The Planning Commission shall report its recommendations to the City Council for action.

(G) Subdivision Regulations. The Planning Commission may make recommendations about the subdividing of land as prescribed by the ordinance and conduct public hearings as directed by

City Council or city policy. The Planning Commission shall report its recommendations to the City Council for action.

(H) Zoning Variances. All applications for variances may be referred to the Planning Commission, and forwarded with or without recommendations directly to the City Council. The City Council shall have the powers of a Board of Appeals and Adjustments as provided for in M.S. 462.357, subd. 6, as it may be amended from time to time for its decision.

(I) Official Map. Pursuant to M.S. 462.359, subd. 2, as it may be amended from time to time, after adoption of a major thoroughfare plan and a community facilities plan (which may be contained in the city comprehensive plan or adopted separately), the Planning Commission, for the purpose of carrying out the policies of the major thoroughfare plan and community facilities plan, may prepare and recommend to the governing body a proposed official map covering the entire municipality or any portion thereof. The official map or maps shall be prepared in sufficient detail to permit the establishment of the future acquisition lines on the ground. In unplatted areas, a minimum of a centerline survey shall have been made prior to the preparation of the final draft of the official map. The accuracy of the future acquisition lines shown on the official map shall be attested to by a licensed land surveyor.

(J) Appeals to Denials of Zoning, Land Use or Building Permits Based on the Official Map. All appeals to denials of zoning, land use or building permits based on the official map may be referred to the Planning Commission, and forwarded with or without recommendations directly to the City Council. The City Council shall have the powers of a Board of Appeals and Adjustments as provided for in M.S. 462.359, subd. 4, as it may be amended from time to time for its decision.

(M) Purchase and Sale of Real Property. Pursuant to M.S. 462.356, subd. 2, as it may be amended from time to time, after adoption of a comprehensive plan, if any, the Planning Commission shall review all proposed acquisitions or disposals of publicly owned interests in real property within the city by the municipality, or any special district or any agency thereof, or any other political subdivision having jurisdiction within the municipality, and make findings as to the compliance of the proposed acquisition or disposal of real property with the comprehensive municipal plan. The City Council may by resolution adopted by two-thirds vote of those present dispense with the requirements of this section when in its judgment it finds that the proposed acquisition or disposal of real property has no relationship to the comprehensive municipal plan.

(N) Capital Improvements. Pursuant to M.S. 462.356, subd. 2, as it may be amended from time to time, and if a comprehensive plan has been adopted, the Planning Commission shall review all proposed capital improvements within the city by the municipality, or any special district or any agency thereof, or any other political subdivision having jurisdiction within the municipality, and make findings as to the compliance of the proposed capital improvement with the comprehensive municipal plan. The City Council may by resolution adopted by two-thirds vote dispense with the requirements of this section when in its judgment it finds that the proposed acquisition or disposal of real property has no relationship to the comprehensive municipal plan.

(O) Comprehensive Plan Amendments. Pursuant to M.S. 462.355, subds. 2, 3, as it may be amended from time to time, after adoption of a comprehensive plan, if any, the Planning Commission shall review all proposed amendments to the comprehensive plan, hold at least one public hearing, and make recommendations to the City Council comprehensive plan amendments and their relation to the city comprehensive plan and other land use controls. The Planning Commission shall report its recommendations to the City Council for action.

SECTION 7. 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 M.S. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of M.S. § 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

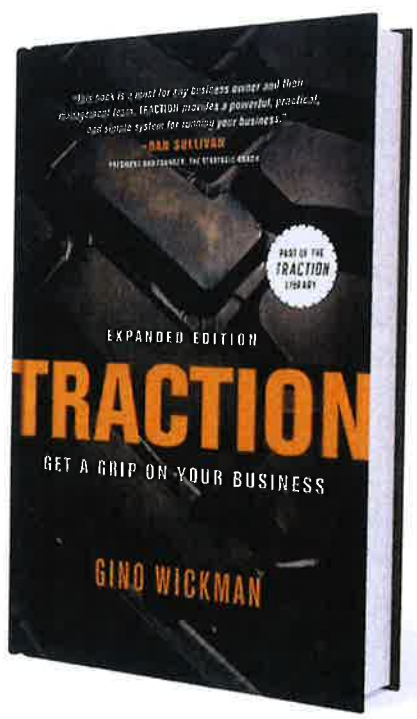


FREE BUSINESS BREAKFAST FRIDAY, MAY 17TH, 8 – 9:30 AM SIBLEY COUNTY COURTHOUSE COMMISSIONERS ROOM

Ron Beltz and Angie Carpenter from JIT Companies will be talking about the EOS (Entrepreneurial Operating System) "Traction".

Ron and Angie will cover the following questions:

- What is an Operating system?
- What is EOS, and why is my company using it?
- What are the EOS foundational tools, and how do they impact me?
- What's in it for me?



To register for this **FREE** breakfast event
please contact
Sibley County Community Development
CommunityDevelopment@co.sibley.mn.us
507-237-4117

