

ORDINANCE NO. 210

AN ORDINANCE FOR SELLING REAL ESTATE TO ALLSTOR PUBLIC STORAGE AND ENTERING INTO OPTION TO PURCHASE AGREEMENT WITH ALLSTOR PUBLIC STORAGE

WHEREAS, the City of Sleepy Eye (hereinafter “City) is the owner of the property legally described as follows:

Lot 11, Block 1, Snow First Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter “Sale Property).

WHEREAS, the Sale Property above-described and being owned by the City is of no use to the City, the City wishes to encourage its development, and it is in the best interest of the City that the Sale Property be sold.

WHEREAS, Allstor Public Storage wishes to purchase the Sale Property.

WHEREAS, the City of Sleepy Eye is the owner of the property legally described as follows:

Lot 12, Block 1, Snow First Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter “Option Property”).

WHEREAS, the Option Property above-described and being owned by the City is of no use to the City, the City wishes to encourage its development, and it is in the best interest of the City that the Option Property be sold.

WHEREAS, in consideration of and contingent upon the sale of the Sale Property, the City agreed to provide an option to purchase and right of first refusal, of which said Agreement was presented to the City Council for the City of Sleepy Eye at the regular meeting on January 10, 2022, for the Option Property.

WHEREAS, Allstor Public Storage wishes to have said option to purchase and right of first refusal for the Option Property, upon the same terms and conditions of the Agreement presented to the City Council.

NOW THEREFORE, the City of Sleepy Eye does ordain that the Sale Property, legally described as follows:

Lot 11, Block 1, Snow First Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter “Sale Property”)



ORDINANCE NO. 211

AN ORDINANCE ESTABLISHING SLEEPY HOLLOW EIGHTH ADDITION

WHEREAS, the City Council for the City of Sleepy Eye reviewed the plat for the adoption of Sleepy Hollow Eighth Addition.

WHEREAS, the City Council has approved the plat at the first reading and the second reading to adopt the plat for Sleepy Hollow Eighth Addition, City of Sleepy Eye.

NOW THEREFORE, the City of Sleepy Eye does ordain as follows:

Sleepy Hollow Eighth Addition, City of Sleepy Eye, is hereby adopted as an official plat within the City of Sleepy Eye.

Passed by the City Council for the City of Sleepy Eye, Minnesota, on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on \_\_\_\_\_, 2023, in accordance with the Charter Provisions and state laws provided therefore.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Michelle Strate, City Clerk

Published in the Sleepy Eye HERALD  
DISPATCH, Sleepy Eye, Minnesota, on  
\_\_\_\_\_, 2023

ORDINANCE NO. 212

AN ORDINANCE FOR SELLING REAL ESTATE IN SLEEPY HOLLOW EIGHTH ADDITION TO BRIAN AND ABIGAIL SCHWARTZ

WHEREAS, the City of Sleepy Eye (hereinafter “City”) is the owner of Lot 1, Block 1, of Sleepy Hollow Eighth Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter “Property”).

WHEREAS, the Property above-described and being owned by the City of Sleepy Eye is of no use to the City, the City wishes to encourage its development, and it is in the best interest of the City that the Property be sold.

WHEREAS, Brian Schwartz and Abigail Schwartz, spouses married to each other, wish to purchase the Property.

NOW THEREFORE, the City of Sleepy Eye does ordain that Lot 1, Block 1, of Sleepy Hollow Eighth Addition, City of Sleepy Eye, Brown County, Minnesota, shall be sold to Brian Schwartz and Abigail Schwartz, spouses married to each other, as joint tenants, on the price and terms approved by the City. The Mayor and City Manger are authorized to sign the necessary Deed in order to transfer the Property.

Passed by the City Council for the City of Sleepy Eye, on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on \_\_\_\_\_, 2023, in accordance with the Charter Provisions and state laws provided therefore.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Michelle Strate, City Clerk

Published in the Sleepy Eye HERALD DISPATCH, Sleepy Eye, Minnesota, on \_\_\_\_\_, 2023

ORDINANCE NO. 213

AN ORDINANCE FOR SELLING REAL ESTATE IN SLEEPY HOLLOW EIGHTH ADDITION TO DENNIS AND SHARON FROMM.

WHEREAS, the City of Sleepy Eye is the owner of Lot 2, Block 1, of Sleepy Hollow Eighth Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter "Property).

WHEREAS, the Property above-described and being owned by the City of Sleepy Eye is of no use to the City, the City wishes to encourage its development, and it is in the best interest of the City that the Property be sold.

WHEREAS, Dennis Fromm and Sharon Fromm, spouses married to each other, wish to purchase the Property.

NOW THEREFORE, the City of Sleepy Eye does ordain that Lot 2, Block 1, of Sleepy Hollow Eighth Addition, City of Sleepy Eye, Brown County, Minnesota, shall be sold to Dennis Fromm and Sharon Fromm, spouses married to each other, as joint tenants, on the price and terms approved by the City. The Mayor and City Manger are authorized to sign the necessary Deed in order to transfer the Property.

Passed by the City Council for the City of Sleepy Eye, on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on \_\_\_\_\_, 2023, in accordance with the Charter Provisions and state laws provided therefore.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Michelle Strate, City Clerk

Published in the Sleepy Eye HERALD DISPATCH, Sleepy Eye, Minnesota, on \_\_\_\_\_, 2023

ORDINANCE NO. 214

AN ORDINANCE AMENDING CITY CODE SECTION 10-8-13-B, “GARAGES, OUTBUILDINGS AND OTHER APPURTENANCES – SIZE LIMITATION”

WHEREAS, the City of Sleepy Eye has determined that amending City Code Section 10-8-13-B, “Garages, Outbuildings and other Appurtenances – Size Limitation” would be in the public interest.

NOW, THEREFORE, the City of Sleepy Eye ordains as follows:

City Code Section 10-8-13-B, “Garages, Outbuildings and other Appurtenances – Size Limitation” is hereby amended, in its entirety, to read as follows:

B. Size Limitation: A garage may be eight hundred forty (840) square feet in size or ten percent (10%) of the lot size up to \_\_\_\_\_ ( ) square feet. No more than one structure not attached to a house will be allowed in the event an eight hundred forty (840) to \_\_\_\_\_ ( ) square feet garage is constructed or located on a lot. The total square footage of outbuildings on a lot will be limited to eight hundred forty (840) square feet or ten percent (10%) of the lot size up to \_\_\_\_\_ ( ) square feet.

Passed by the City Council for the City of Sleepy Eye on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on \_\_\_\_\_, 2023, in accordance with Charter Provisions and State laws provided therefore.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Michelle Strate, City Clerk

Published in the Sleepy Eye  
HERALD DISPATCH, Sleepy Eye,  
Minnesota, on \_\_\_\_\_, 2023.

ORDINANCE NO. 215

AN ORDINANCE FOR SELLING REAL ESTATE IN SLEEPY HOLLOW FIFTH ADDITION TO HHH PROPERTIES LLC.

WHEREAS, the City of Sleepy Eye is the owner of Lots 7 and 8, Block 5, of Sleepy Hollow Fifth Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter "Property).

WHEREAS, the Property above-described and being owned by the City of Sleepy Eye is of no use to the City, the City wishes to encourage its development, and it is in the best interest of the City that the Property be sold.

WHEREAS, HHH Properties LLC, a Minnesota limited liability company, wishes to purchase the Property.

NOW THEREFORE, the City of Sleepy Eye does ordain that Lots 7 and 8, Block 5, of Sleepy Hollow Fifth Addition, City of Sleepy Eye, Brown County, Minnesota, shall be sold to HHH Properties LLC, a Minnesota limited liability company, on the price and terms approved by the City. The Mayor and City Manger are authorized to sign the necessary Deed in order to transfer the Property.

Passed by the City Council for the City of Sleepy Eye, on March 29, 2023.

/s/Wayne Pelzel  
Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on March 29, 2023, in accordance with the Charter Provisions and state laws provided therefore.

Dated: March 29, 2023

/s/Michelle Strate  
Michelle Strate, City Clerk

Published in the Sleepy Eye HERALD  
DISPATCH, Sleepy Eye, Minnesota, on  
April 6, 2023

ORDINANCE NO. 216

AN ORDINANCE FOR SELLING REAL ESTATE IN SLEEPY HOLLOW FIFTH ADDITION TO DENNIS, SHARON, AND CARTER FROMM AND ENTERING INTO RIGHT OF FIRST REFUSAL AGREEMENT WITH DENNIS, SHARON, AND CARTER FROMM

WHEREAS, the City of Sleepy Eye is the owner of Lot 5, Block 1, of Sleepy Hollow Fifth Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter “Sale Property”).

WHEREAS, the Sale Property above-described and being owned by the City of Sleepy Eye is of no use to the City, the City wishes to encourage its development, and it is in the best interest of the City that the Sale Property be sold.

WHEREAS, Dennis Fromm and Sharon Fromm, spouses married to each other, and Carter Fromm, a single person, wish to purchase the Sale Property.

WHEREAS, the City of Sleepy Eye is also the owner of the property legally described as follows:

Lot 6, Block 1, Sleepy Hollow Fifth Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter “ROFR Property”).

WHEREAS, the ROFR Property above-described and being owned by the City is of no use to the City, the City wishes to encourage its development, and it is in the best interest of the City that the ROFR Property be sold.

WHEREAS, in consideration of and contingent upon the sale of the Sale Property, the City agreed to provide a right of first refusal, of which said Agreement was presented to the City Council for the City of Sleepy Eye at the special meeting on March 29, 2023, for the ROFR Property.

WHEREAS, Dennis Fromm and Sharon Fromm, spouses married to each other, and Carter Fromm, a single person, wish to have said right of first refusal for the ROFR Property, upon the same terms and conditions of the Agreement presented to the City Council.

NOW THEREFORE, the City of Sleepy Eye does ordain that the Sale Property, legally described as follows:

Lot 5, Block 1, of Sleepy Hollow Fifth Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter “Sale Property”)



shall be sold to Dennis Fromm and Sharon Fromm, spouses married to each other, as joint tenants, and Carter Fromm, a single person, on the price and terms approved by the City. The Mayor and City Manager are authorized to sign the necessary Deed and related documents in order to transfer the Sale Property.

The City shall retain any easements to the City that are pre-existing this Ordinance, including but not limited to any and all utility easements, and City shall retain the right of ingress and egress over the Sale Property as is reasonably necessary to and for the purpose of accessing said easements on said Sale Property.

FURTHER, NOW THEREFORE, the City of Sleepy Eye does ordain that the ROFR Property, legally described as follows:

Lot 6, Block 1, Sleepy Hollow Fifth Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter “ROFR Property”);

shall be subject to that certain Right of First Refusal Agreement attached hereto as Exhibit “A”, contingent upon the successful closing and sale of the Sale Property referred to above. The Mayor and City Manager are authorized to sign the Right of First Refusal Agreement regarding the ROFR Property.

Any sale of the ROFR Property shall be subject to the following condition: the City shall retain any easements to the City that are pre-existing this Ordinance, including but not limited to any and all utility easements, and City shall retain the right of ingress and egress over the ROFR Property as is reasonably necessary to and for the purpose of accessing said easements on said ROFR Property.

Passed by the City Council for the City of Sleepy Eye, on March 29, 2023.

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Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on March 29, 2023, in accordance with the Charter Provisions and state laws provided therefore.

Dated: March 29, 2023

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Michelle Strate, City Clerk

Published in the Sleepy Eye HERALD  
DISPATCH, Sleepy Eye, Minnesota, on  
April 6, 2023

“EXHIBIT A”

(Top 3 inches reserved for recording data)

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**RIGHT OF FIRST REFUSAL**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **the City of Sleepy Eye, a municipal corporation under the laws of Minnesota** (hereinafter “Grantor”), and **Dennis Fromm and Sharon Fromm, spouses married to each other, and Carter Fromm, a single person, collectively as joint tenants** (hereinafter “Grantees” collectively; and “Grantee” individually).

RECITALS

A. WHEREAS, Grantor is the owners of the following legally described real property in Brown County, Minnesota:

Lot 6, Block 1, Sleepy Hollow Fifth Addition, City of Sleepy Eye, Brown County, Minnesota;

(hereinafter “Subject Property”).

B. WHEREAS, on \_\_\_\_\_, 2023, Grantor sold to Grantee, the following legally described real property in Brown County, Minnesota:

Lot 5, Block 1, Sleepy Hollow Fifth Addition, City of Sleepy Eye, Brown County, Minnesota;

(hereinafter “Sale Property”).

C. WHEREAS, in consideration of the sale of the Sale Property from Grantor, the Grantor agreed to grant to Grantees herein this Right of First Refusal on the Subject Property.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises between Grantor and Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Right of First Refusal. In the event the Grantor decide to sell all or a portion of the Subject Property and receives a bona fide offer from a third party that they desire to accept, Grantees shall have a right to purchase for the same purchase price, terms, and conditions as the offer by the third party.
2. Notice to Grantees and Exercise the Right. Upon receipt of a bona fide third party offer to purchase all or a portion of the Subject Property that Grantor desires to accept, Grantor shall provide notice to the Grantees by providing a copy to them of the offer to purchase, purchase agreement, or other document evidencing the offer. If there is no such document in existence, the Grantor shall provide to the Grantees the notice in writing, prepared by the Grantor, that states the terms of said offer. The Grantees may exercise the right to purchase upon the same purchase price, terms, and conditions offered by the third party within twenty-one (21) calendar days of receipt of said notice, by mailing or hand-delivering to the Grantor written notice of their intent to exercise their right to purchase. If Grantees fails to exercise their right to purchase in said 21-day timeline, their right of first refusal herein shall be forever waived to the Subject Property.
3. Marketable Title and Closing. Closing shall occur within one hundred twenty (120) calendar days after Grantees advise the Grantor of Grantees' intent to exercise their right of first refusal. If title is found unmarketable, Grantor shall have one hundred twenty (120) days to make title marketable and shall make reasonably prudent efforts to do so. If title cannot be made marketable within such time period, the agreement to purchase the Subject Property may be terminated at the sole option of the Grantees, in which case, neither party shall be liable to the other.

At closing and upon receipt of the purchase price in cash, Grantor shall deliver a Warranty Deed to the Grantees. Only if the terms of the bona fide third party offer received by Grantor, as set out at paragraph 2 above, specifically set out terms to the contrary, the following terms shall apply: real estate taxes and special assessments certified for payment with said real estate taxes in the year of closing shall be prorated between the parties. At closing, Grantor shall pay the following closing costs: 1) Costs of preparing legal documents to transfer the Subject Property, including the Well Disclosure, and to release any encumbrances on the Subject Property to allow conveyance; 2) State Deed tax; and 3) Grantor's legal fees. At closing, Grantees shall pay the following closing costs: 1) Cost of recording the Deed and filing the Well Disclosure; 2) Abstracting, tract searches, and/or title examination prior to and following closing; 3) Appraisal, if any; 4) Financing costs; and 5) Grantees' legal fees.

4. Non-exercise of Right to Purchase. In the event the Grantees do not provide to the Grantor a written notice of their intent to purchase the Subject Property at the purchase price offered by the third party within the above-described time period, the Grantees' right to purchase that Subject Property pursuant to that offer shall then be forever waived and terminated. The filing of an Affidavit with the Brown County Recorder by the Grantor stating that they met their obligations under this Right of First Refusal and that the Grantees failed to exercise their right to purchase that Subject Property shall be conclusive proof that the Grantees right to purchase that Subject Property pursuant to that offer has terminated, and the Grantor shall be at liberty to sell and convey that Subject Property to the third party for a price equal to or in excess of that contained in the bona fide offer and **under no less onerous terms and conditions.**
5. Further Transaction. If the Grantor does not sell and convey that Subject Property pursuant to a third party offer to purchase, any further transaction shall be deemed a new determination by the Grantor to sell or convey the Subject Property and the provisions of this Agreement and the rights of first refusal herein shall continue to be applicable.
6. **Assignability. Except with prior approval of the Grantor herein: Grantees cannot assign their interest in this Agreement, except an assignment to the other Grantees, whom hold title to the Agreement as joint tenants with rights of survivorship. Their interest cannot be assigned to their individual estates.**
7. Notices. All notices required hereunder shall be given in writing, by mailing or hand-delivering said notice to the other party. Notice, if mailed, shall be by certified mail, postage prepaid, and shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed.
8. Calendar Days. Any calculation of calendar days begins on the first day following the occurrence of the event specified. It shall include Saturdays, Sundays, and state and federal holidays.
9. Other. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Minnesota, and this Agreement shall bind and be enforceable on the parties.

This Agreement comprises the sole and entire agreement of its parties with respect to its subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties—both written and oral—with respect to the subject matter. As between the parties, any oral statements or prior written materials not specifically incorporated in this Agreement have no force and effect. The parties specifically acknowledge that in entering into and signing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Grantor and Grantees have caused this Right of First Refusal Agreement to be executed on the date and year first written above.

Grantor:

\_\_\_\_\_  
Wayne Pelzel

\_\_\_\_\_  
Russell Elston

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF BROWN            )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by **Wayne Pelzel, as Mayor of the City of Sleepy Eye, a municipal corporation under the laws of Minnesota.**

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(month/day/year)*

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF BROWN            )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by **Russell Elston, as City Manager of the City of Sleepy Eye, a municipal corporation under the laws of Minnesota.**

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(month/day/year)*

IN WITNESS WHEREOF, the Grantor and Grantees have caused this Right of First Refusal Agreement to be executed on the date and year first written above.

Grantees:

\_\_\_\_\_  
Dennis Fromm

\_\_\_\_\_  
Sharon Fromm

\_\_\_\_\_  
Carter Fromm

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF BROWN            )

This instrument was acknowledged before me on \_\_\_\_\_, **2023**, by **Dennis Fromm and Sharon Fromm, spouses married to each other.**

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(month/day/year)*

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF BROWN            )

This instrument was acknowledged before me on \_\_\_\_\_, **2023**, by **Carter Fromm, a single person.**

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(month/day/year)*

THIS INSTRUMENT WAS DRAFTED BY:  
**Fischer Groen Law & Groen Title Co**  
**Alissa Fischer Groen**  
**Attorney at Law**  
**225 Main Street East**  
**PO Box 351**  
**Sleepy Eye, MN 56085**  
**(507)794-4141**

ORDINANCE NO. 217

AN ORDINANCE FOR SELLING REAL ESTATE TO HAUSER STORAGE LLC

WHEREAS, the City of Sleepy Eye is the owner of Lots 1 and 2, Block 1, Snow Fourth Addition, City of Sleepy Eye, Brown County, Minnesota, excepting therefrom Snow Fifth Addition (hereinafter "Property").

WHEREAS, the Property above-described and being owned by the City of Sleepy Eye is of no use to the City and it is in the best interest of the parties that the Property be sold.

WHEREAS, Hauser Storage LLC, a Minnesota limited liability company, wishes to purchase the Property.

NOW THEREFORE, the City of Sleepy Eye does ordain that Lots 1 and 2, Block 1, Snow Fourth Addition, City of Sleepy Eye, Brown County, Minnesota, excepting therefrom Snow Fifth Addition, shall be sold to Hauser Storage LLC. The Mayor and City Manger are authorized to sign the necessary Deed in order to transfer the Property.

Passed by the City Council for the City of Sleepy Eye, on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on \_\_\_\_\_, 2023, in accordance with the Charter Provisions and state laws provided therefore.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Michelle Strate, City Clerk

Published in the Sleepy Eye HERALD  
DISPATCH, Sleepy Eye, Minnesota, on  
\_\_\_\_\_, 2023

ORDINANCE NO. 218

AN ORDINANCE FOR SELLING REAL ESTATE IN SNOW SECOND ADDITION TO  
MARIE BUSHARD

WHEREAS, the City of Sleepy Eye is the owner of Lot 14, Block 1, of Snow Second Addition, City of Sleepy Eye, Brown County, Minnesota (hereinafter "Property).

WHEREAS, the Property above-described and being owned by the City of Sleepy Eye is of no use to the City, the City wishes to encourage its development, and it is in the best interest of the City that the Property be sold.

WHEREAS, Marie Bushard wishes to purchase the Property.

NOW THEREFORE, the City of Sleepy Eye does ordain that Lot 14, Block 1, of Snow Second Addition, City of Sleepy Eye, Brown County, Minnesota, shall be sold to Marie Bushard, on the price and terms approved by the City. The Mayor and City Manger are authorized to sign the necessary Deed in order to transfer the Property.

Passed by the City Council for the City of Sleepy Eye, on July 26, 2023.

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Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on July 26, 2023, in accordance with the Charter Provisions and state laws provided therefore.

Dated: July 26, 2023

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Michelle Strate, City Clerk

Published in the Sleepy Eye HERALD  
DISPATCH, Sleepy Eye, Minnesota, on  
August 10, 2023



ORDINANCE NO. 219

AN ORDINANCE REGULATING THE SMOKING OR VAPORIZING OF  
CANNABIS PRODUCTS WHERE SMOKING IS PROHIBITED BY THE  
MINNESOTA CLEAN INDOOR AIR ACT

WHEREAS, the general objective of this Ordinance is to protect, provide, and promote a safe, healthy, and comfortable environment for the general public and the residents of the City of Sleepy Eye.

NOW, THEREFORE, the City of Sleepy Eye does ordain as follows:

**SECTION 1. DEFINITIONS.**

For the purposes of this chapter, the following terms shall have the meanings respectively ascribed to them in this section:

(a) Cannabis or Cannabis Products. “Cannabis” or “Cannabis products” has the meaning given in Minn. Stat. § 342.01, subd. 19.

(c) “Electronic delivery device” shall mean any product containing or delivering cannabis products intended for human consumption that can be used by a person to simulate smoking in the delivery of cannabis products or any other substance through inhalation of vapor from the product. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately.

(d) “Use” shall mean the smoking of cannabis products. It shall also mean the inhaling or exhaling of vapor of cannabis products from any electronic delivery device. Use shall also mean carrying an electronic delivery device that is turned on or otherwise activated.

(e) For the purposes of Section 3 and Section 4 of this Ordinance, “Smoking” shall mean:

1. the inhaling or exhaling smoke from any lighted or heated cannabis product cigar, cigarette, pipe, or any other lighted or heated cannabis product; or
2. carrying a lighted or heated cannabis product cigar, cigarette, pipe, or any other lighted or heated cannabis product intended for inhalation; or
3. inhaling or exhaling vapor from any electronic delivery device; or
4. carrying an electronic delivery device that is turned on or otherwise activated.

**SECTION 2. PROHIBITION.**

The smoking or vaporizing, including by the use of an electronic delivery device, of cannabis products is prohibited where smoking is prohibited by the Minnesota Clean Indoor Air Act. The prohibition contained in this section is intended to complement the Minnesota Clean Indoor Air Act, Minnesota Statutes sections 144.411 to 144.417, as amended from time to time.

**SECTION 3. PENALTY**

A person who violates any provision of this Ordinance is guilty of a petty misdemeanor. Each day of violation constitutes a separate offense.

Passed by the City Council for the City of Sleepy Eye on August 8, 2023

    /s/Wayne Pelzel      
Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on August 8, 2023 in accordance with Charter Provisions and State laws provided therefore.

Dated: August 8, 2023

    /s/Michelle Strate      
Michelle Strate, City Clerk

Published in the Sleepy Eye  
HERALD DISPATCH, Sleepy Eye,  
Minnesota, on August 17, 2023

ORDINANCE NO. 220

AN ORDINANCE REGULATING EDIBLE THC PRODUCTS

**Subdivision 1. Purpose and Findings.** The Council of the City of Sleepy Eye (hereinafter “City”) finds that, based on the most reliable and up-to-date scientific evidence, the rapid introduction of newly legalized edible THC products presents a significant potential threat to the public health, safety, and welfare of the residents of the City, and particularly to youth. Edible THC products have become increasingly common and are available in a variety of flavors and forms that appeal to children and young adults and may lead to negative health consequences. The City desires to enact these requirements in an effort to prevent children and young adults from purchasing and using edible THC products.

**Subd. 2. Definitions.** When used in this section, the following terms have the following meanings:

*Edible cannabinoid* has the meaning given in Minn. Stat. § 151.72, subd. 1, as enacted in 2022.

*Edible THC product* means any product that contains THC and (1) is intended to be eaten or consumed as a beverage by humans, (2) is not a drug as defined in Minn. Stat. § 151.01, subd. 5, and (3) in combination with food ingredients, contains no more THC than the amount permitted for edible cannabinoids under Minn. Stat. § 151.72.

*Movable place of business* means a business whose physical location is not permanent or is capable of being moved or changed, including, but not limited to, any business that is operated from a kiosk, other transportable structure or shelter, or a motorized or nonmotorized vehicle.

*Self-service merchandising* means open displays of edible THC products in any manner where any person has access to the edible THC products without the assistance or intervention of the seller or individual making the sale or seller’s employee.

*THC* means tetrahydrocannabinol.

*Vending machine* means any mechanical, electric or electronic, self-service device which, upon inserting money, tokens, or any other form of payment, dispenses edible THC products and including vending machines equipped with manual, electric or electronic locking devices.

**Subd. 3. Conditions, Restrictions, and Regulations**

- A. A business owner is responsible for the conduct of their place of business and the conditions of order in it. The act of an employee of the business owner is deemed the act

of the business owner as well, and the business owner is liable for all penalties provided by this section equally with the employee.

- B. No person may sell, offer for sale, give away, furnish, or deliver any edible THC product to any person under twenty-one (21) years of age.
- C. No person may sell edible THC products other than through direct face-to-face exchange between the individual making the sale, or seller or the seller's employee, and the consumer.
- D. No person may sell or dispense any edible THC product through the use of vending machines or by means of delivery.
- E. No person may sell or dispense any edible THC product at a moveable place of business.
- F. No person may sell or dispense any edible THC product through self-service merchandising.
- G. No person under eighteen (18) years of age may sell, give, or otherwise furnish edible THC products.
- H. No person may distribute samples of any edible THC product free of charge or at a nominal cost. Distribution of edible THC products as a free donation is prohibited.
- I. No person may sell any edible THC product that is not in compliance with the requirements of Minn. Stat. § 151.72, including but not limited to the packaging, labeling, and other requirements for edible cannabinoids provided by Minn. Stat. 151.72, subdivisions 4, 5, and 5a.
- J. Notice of the legal sales age must be posted at each location where edible THC products are offered for sale. The required signage must be posted in a manner so that it is clearly visible to anyone who is considering or making a purchase.
- K. The premises must be open to inspection by any duly authorized representative of the City during regular business hours to determine whether or not this section and all other laws are being observed.

#### **Subd. 4. Violations.**

##### **A. Violation a Misdemeanor.**

1. A person who commits or attempts to commit, conspires to commit, or aids or abets in the commission of an act constituting a violation of this section, whether individually or in connection with one or more other persons or as principal, agent, or accessory is guilty of a misdemeanor. A person who falsely, fraudulently, forcibly, or willfully induces, causes, coerces, permits, or directs another to violate a provision of this section is guilty of a misdemeanor.
2. It is an affirmative defense to the charge of selling, giving, or otherwise furnishing edible THC products to a person under the age of twenty-one (21) years in violation of this section that the seller or individual making the sale relied in good faith upon proof of age as described in Minnesota Statutes Section 340A.503, subdivision 6.

- ##### **B. False Identification.** A person under twenty-one (21) years of age who purchases or attempts to purchase edible THC products and who uses a driver's license, permit,

Minnesota identification card, or any type of false identification to misrepresent the person's age is guilty of a misdemeanor.

**Subd. 5. Effective Date.** This ordinance shall become effective from and after its passage and publication.

Passed by the City Council for the City of Sleepy Eye on August 8, 2023

/s/Wayne Pelzel  
Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on August 8, 2023 in accordance with Charter Provisions and State laws provided therefore.

Dated: August 8, 2023

/s/Michelle Strate  
Michelle Strate, City Clerk

Published in the Sleepy Eye  
HERALD DISPATCH, Sleepy Eye,  
Minnesota, on August 17, 2023

ORDINANCE NO. 221

AN ORDINANCE REMOVING THE REQUIREMENT CONTAINED IN CITY CODE SECTION 3-3-2-G, “GENERAL LICENSING PROVISIONS - LIQUOR CONTROL - LICENSE APPLICATION; PROCEDURE; ADMINISTRATION - RESIDENT MANAGER OR AGENT”

WHEREAS, the City of Sleepy Eye has determined that removing City Code Section 3-3-2-G, entitled “RESIDENT MANAGER OR AGENT”, in its entirety, would be in the public interest.

NOW, THEREFORE, the City of Sleepy Eye ordains as follows:

City Code Section 3-3-2-G, entitled “RESIDENT MANAGER OR AGENT”, is hereby removed, in its entirety, from the City Code.

Passed by the City Council for the City of Sleepy Eye on September 12th, 2023.

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Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on September 12th, 2023, in accordance with Charter Provisions and State laws provided therefore.

Dated: September 12th, 2023

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Michelle Strate, City Clerk

Published in the Sleepy Eye  
HERALD DISPATCH, Sleepy Eye,  
Minnesota, on September 21, 2023.

