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MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF – CITY ADMINISTRATOR
FROM: KEN ONDICH – COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST AMENDMENT TO DEVELOPER’S AGREEMENT FOR TUREK ESTATES
DATE: 2/23/2026

In June of 2008, the City Council entered into a Developer’s Agreement for Turek Estates with Lanesburgh Township and owner/developer Janet Turek. Turek Estates was a 5-lot rural residential subdivision that was outside of City Limits but within the City’s extraterritorial subdivision review area (meaning the City reviews subdivision of land in the area to protect the future growth of the City).



One of the sections of the agreement provided for an exception to a township road paving requirement as long as four of the lots remained in the developer's immediate family and noted future costs for bringing the roads up to township specification would be at the cost of the developer or their family and listed the specific immediate family members (see Section 7.2 below as it's currently written) Before any township roads were constructed, Le Sueur County granted a variance to allow one home to be constructed and share an existing undersized driveway with the developer's home.

7.2 Street Section – Developer, City and Township agree and understand that the Township has established minimum specifications for the construction of new township roads, such specifications require a paved bituminous surface meeting 9-ton standards. The Developer is platting the proposed four lots in Block 1 and 2 for the purposes of conveying the lots to her four children. The Township has agreed to an exception, contrary to the normal minimum specifications of paving, to allow a gravel road surface. The exception is made only because the lots will remain in the Developer's immediate family. Notice is hereby given that if any lots in Blocks 1 and 2 are to be sold or transferred to ownership outside of the Developer's immediate family, the roads in the development must be brought up to township specifications which include a bituminous surface meeting 9-ton specifications. Any cost associated with bringing the roads up to township specification will not be paid for by the City or Township, but will be paid by the Developer or her family. Members of the Developer's immediate family include Judy Dragone, Amy Hennen, Ken Turek, and Wendy Morin.

Fast forward to 2026, City staff and County staff were contacted by a potential purchaser of two of the four lots subject to Section 7.2 noted above who would not be an immediate family member which would trigger roads in the development to be brought up to township specifications. The potential purchaser indicated a desire to keep the existing driveway as no new homes would be built.

City Staff attended the February 9th Lanesburgh Township meeting and received verbal concurrence to draft an amendment to the agreement to allow the shared driveway to remain for the two homes, even if sold outside of the family with the new purchaser being responsible for road maintenance unless another agreement is filed between the two parties. City Staff subsequently drafted the "First Amendment" document which is attached for consideration. Only Section 7.2 would be amended, and all other sections of the agreement would remain in effect. Following City Council review, Lanesburgh Township is scheduled to take final action at their March 9th meeting.

Staff Recommendation:

Staff recommends approval of the "First Amendment to Developer's Agreement for Turek Estates".

Attachments:

1. First Amendment to Developer's Agreement for Turek Estates