

FAIRMONT CITY COUNCIL AGENDA

Monday, October 11, 2021, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
 - 4.1 Proclamation – Pregnancy and Infants Loss Remembrance Day, October 15, 2021 (03)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (05)
6. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
 - A. **Minutes**
 - 6.A.1 Regular Meeting, September 27, 2021 (06)
 - B. **Check Registers**
 - C. **Other**
 - 6.C.1 Change Order #1 for the Wastewater Treatment Plant Scum Removal Project (10)
 - 6.C.2 Event Permit – Fairmont Chamber of Commerce, Glows Parade November 19, 2021 (12)
7. **Public Hearings**
 - 7.1 2021 Improvement Program (16)
8. **Old Business**
 - 8.1 Fairmont City Code Chapter 27 – Rental Housing (20)
 - 8.2 Fairmont City Code Chapter 28 – Vacant Building Regulation (37)

9.	New Business	
9.1	MNDOT Grant Agreement for Airport Coronavirus Response Grant Program (ACRGP)	(47)
9.2	Fire Department Pension	(55)
10.	Council Discussion	
10.1	Review and Discussion of both Krause Anderson Contracts	(61)
10.2	Review and Discussion of RFP for Community Center	(62)
10.3	Update on Grant Street Project	(63)
11.	Staff/Liaison Reports	
A.	Public Works	
B.	Finance	
C.	City Administrator	
D.	Mayor/Council	
	Foster - HRA	
	Hasek – PUC	
	Kawecki – Planning Commission	
	Lubenow – BZA	
	Peters – Visit Fairmont, BZA	
12.	Closed Session	
12.1	Performance Evaluation for City Administrator	(64)
13.	Adjournment	



Fairmont City Council
October 11, 2021

Agenda Item: 4.1

From: Mayor Deborah J. Foster
To: City Council

Subject: Proclamation – Pregnancy and Infants Loss Remembrance Day – October 15, 2021

Policy/Action Requested: Proclamation
Vote Required: _____ Simple Majority _____ Roll Call

Recommendation:

Overview: Mayor Foster will proclaim October 15, 2021 as Pregnancy and Infants Loss Remembrance Day in the City of Fairmont.

Infants Remembered in Silence, Inc. is a 501(c)3 nonprofit organization that works with thousands of people across Minnesota and across the USA, who have experienced the death of a child during pregnancy through early childhood. Bereaved parents remember these children annually with a 7 p.m. candle lighting on October 15th. Some will remember their child/children in their homes while others will remember them in small gatherings around the state and across the nation. This proclamation will unify these parents in tribute of their children.

Budget Impact: N/A

Attachments: Proclamation

Council Action: _____ Date: _____



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031
www.fairmont.org

Phone (507) 238-9461

Fax (507) 238-9469

PROCLAMATION

WHEREAS, Infants Remembered In Silence, Inc. (IRIS) and many other nonprofit organizations work with thousands of parents all over Minnesota and across the United States who have experienced the death of a child during pregnancy through early childhood; and,

WHEREAS, many of these parents live in, deliver in, have a child die in, or bury a child in our community; and,

WHEREAS, Infants Remembered In Silence (IRIS) a 501(c)(3) nonprofit organization was founded in 1987, 34 years ago, to offer support for parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, birth defects, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), illness, accidents and all other types of infants and early childhood death; and,

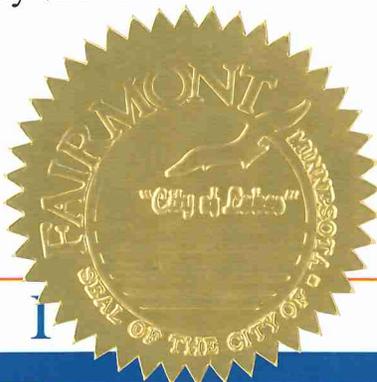
WHEREAS, bereaved parents around the world remember their children annually on October 15 with a candle lighting at 7 p.m. Some will remember their child/children in their homes while others will remember them in small gatherings around the state, across the nation and around the world; unifying these parents in tribute to their children; and,

WHEREAS, in 1988, President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month; and,

NOW THEREFORE, in honor of the thousands of children that die each year in Minnesota, I, Deborah J. Foster, Mayor of the City of Fairmont, do hereby proclaim October 15, 2021 to be:

PREGNANCY AND INFANTS LOSS REMEMBRANCE DAY

in the City of Fairmont.



Deborah J. Foster
Deborah J. Foster



Fairmont City Council
October 11, 2021

Agenda Item: 5

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Open Discussion/Comment

Policy/Action Requested:

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation: N/A

Overview: Prior to regular business, is there any public discussion/comment?

Budget Impact: N/A

Attachments: N/A

Council Action: _____ Date: _____



Fairmont City Council
October 11, 2021

Agenda Item: 6.A.1

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Council Minutes from Regular Meeting on September 27, 2021

Policy/Action Requested: To Approve City Council Minutes from September 27, 2021

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

Budget Impact: N/A

Attachments: City Council Minutes Regular Meeting, September 27, 2021

Council Action: _____ Date: _____

The minutes of the Fairmont City Council meeting held on Monday, September 27, 2021 at the City Hall Council Chambers.

Mayor Deborah J. Foster called the meeting to order at 5:30 p.m.

Council Members Wayne Hasek, Britney Kawecki, Randy Lubenow, Michele Miller and Bruce Peters were present. Also in attendance: City Administrator Cathy Reynolds, Public Works Director/City Engineer Troy Nemmers, Finance Director Paul Hoye, Police Chief Mike Hunter, City Clerk Patricia J. Monsen, and City Attorney Mark Rahrlick.

Council Member Kawecki made a motion to approve the agenda with the addition of having a discussion to schedule a performance evaluation of Cathy Reynolds in closed session and taking sediment samples at various locations from the lakes. Council Member Miller seconded the motion. On roll call: Council Members Kawecki, Lubenow and Miller all voted aye. Council Members Hasek and Peters voted nay. Mayor Foster declared said motion passed.

No public comment was received.

Council Member Peters made a motion to approve the items on the Consent Agenda. Council Member Miller seconded the motion and the motion carried. Items on the Consent Agenda were: Minutes from the September 13, 2021 City Council Meeting; September 2021 Accounts Payable, approval of an Event Permit for the Minnesota State Championship Disc Golf Tournament scheduled for October 9 & 10, 2021 at Cedar Creek Park and declaring three Alco-Sensor FST Preliminary Breath Testers as excess property.

Mayor Foster opened the public hearing on proposed **Ordinance 2021-03**, Fairmont City Code Chapter 27 – Rental Housing. Danny Klous of 2407 82nd Street; Doug Willner of 4 Forgotten Lake Road; John Madsen of 912 Home Street; Tim McConnel of 2458 260th Avenue, Truman; and Mandy Busch of 412 E. Fourth Street all voiced concerns about the proposed new ordinance and that none of the landlords had been notified of the proposed changes. Council Member Peters made a motion to close the public hearing. Council Member Hasek seconded the motion and the motion carried. After council discussion, it was decided to schedule a work session for October 11, 2021 at 4:00 p.m. in the City Hall Council Chambers to discuss the changes in the Rental Housing Code.

Mayor Foster opened the public hearing on proposed **Ordinance 2021-04**, Fairmont City Code Chapter 28 – Vacant Building Regulation. Tim McConnel of 2458 260th Avenue, Truman, addressed the council and asked about vacant vs. abandoned buildings. Council Member Miller made a motion to close the public hearing. Council Member Peters seconded the motion and the motion carried.

Hoye presented the 2022 proposed budget and tax levy. Council Member Peters made a motion to approve **Resolution 2021-44**, adopting the proposed tax levy for 2022. Council Member Miller seconded the motion. After council discussion, the motion was amended to approve **Resolution 2021-44** with a \$50,000.00 increase to the levy. The motion was approved.

Council Member Miller made a motion to approve **Resolution 2021-45**, adopting the proposed budget for 2022 with increases to revenue and expenses of \$50,000.00. Council Member Peters seconded the motion and the motion carried.

Council Member Lubenow made a motion to approve **Resolution 2021-46** requesting the sale of non-conservation lands for sale as tax forfeited property to the City of Fairmont. Council Member Hasek seconded the motion and the motion carried.

Discussion was held regarding the request from a council member for documentation showing all credits and debits to the Dredge Fund/Lake Restoration Fund or similar funds. Councilor Kawecki stated that this request was from her, but that she had informed City Administrator Reynolds and the City Clerk that this request was put on hold. Councilor Lubenow stated that he had also requested this information and wanted to know how it was determined what comes out of these funds. Finance Director Hoye responded that city staff prepares a five-year capital improvement plan which outlines projects that improve water quality. But ultimately it is the Council who determines what projects use these funds by their approval of the budget.

Council Member Kawecki made a motion to schedule a closed session special meeting for a performance evaluation of the City Administrator on Thursday, September 30, 2021. Council Member Lubenow seconded the motion. During discussion, Attorney Rahrck stated this should be done in two parts. First determine if the council wishes to hold the closed session performance evaluation and second to schedule the date and time. Council Member Kawecki amended her motion to schedule a closed session for a performance evaluation of the City Administrator. Council Member Lubenow seconded the motion. On roll call: Council Members Kawecki, Lubenow and Miller all voted aye. Council Members Peters and Hasek voted nay. Mayor Foster declared said motion passed. Council Member Lubenow made a motion to schedule the closed session performance evaluation on the City Administrator for October 11, 2021 at the regularly scheduled City Council meeting. Council Member Peters seconded the motion. On roll call: Council Members Lubenow, Miller, Hasek and Kawecki all voted aye. Council Member Peters voted nay. Mayor Foster declared said motion passed.

Council Member Kawecki made a motion to collect two grab samples from each of the following sites: The mouth of Dutch Creek on Hall Lake, the Inlet from Amber Lake to Hall Lake and the storm sewer/culvert south of Steve Pierce Park. Council Member Lubenow seconded the motion. On roll call: No one voted aye. Council Members Miller, Peters, Hasek, Kawecki and Lubenow all voted nay. Mayor Foster declared said motion failed. Council directed staff to work on gathering more information and bring the topic back so that the Council can make a more informed decision.

Council Member Kawecki reported that at the Safety Council meeting, they discussed several concerns including the speed limit on Albion Avenue off of State Street, updating lake ordinances, biking and walking safety on the trails and roads and hunting restrictions within the city limits.

Council Member Lubenow reported that the library has hired a full-time Branch and Outreach Librarian and a Children's and Young Adult Librarian.

Nemmers reported that work on the Public Works building continues, and they are still on track for a February 2022 move in date. Holland Street constructions continues. The Amber Lake boat ramp is complete and that the dock will be installed soon for residents to remove their lifts and boats for winter. Lime pond decommissioning continues on Phase III and the Habitat project continues.

Reynolds reported that seven of the fifteen members of the Charter Commission have resigned since the last Order from the Chief Judge appointing members. The City is in need of volunteers for the Charter Commission. Anyone interested should submit an application. Applications are on the City's website. At the last meeting of the Charter Commission, a rumor was repeated that the City Administrator intended to leave in two years, and it was printed in the Sentinel. Reynolds stated for the Council and the Community's benefit that this is a rumor and that she did not accept the job with the intention of leaving in two years.

FEDA and Lakeview Methodist are partnering to submit a childcare grant to DEED.

FEDA is working on a project anticipating an economic development TIF application. More information will be forthcoming on the project.

There are still COVID relief fund grants available for Main Street businesses. The deadline is September 29th. Any businesses interested should contact Economic Development Coordinator Linsey Preuss.

Reynolds attended the Minnesota City Managers conference in Duluth. It was a great conference focused on ethics, communication, inclusivity, and equity. It was also a great networking opportunity.

COVID is still impacting the city's workforce with weekly quarantines and testing of employees.

The City currently has two job postings. One for a part-time police officer and one for the Water/Wastewater Superintendent.

At 8:57 p.m., Council Member Miller made a motion to close the meeting to discuss labor negotiations pursuant to Minnesota Statute 13D.03. Council Member Hasek seconded the motion and the motion carried.

The closed session began at 9:05 p.m. Council Member Miller made a motion to end the close session at 9:17 p.m. Council Member Lubenow seconded the motion and the motion carried.

A motion was made by Council Member Peters, seconded by Council Member Hasek and carried to adjourn the meeting at 9:18 p.m.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
October 11, 2021

Agenda Item: 6.C.1

From: Troy Nemmers, PE – Director of Public Works/City Engineer
To: Mayor and City Council

Subject: Change Order #1 for the Wastewater Treatment Plant Scum Removal Project

Policy/Action Requested: Approve change order #1 for electrical replacement at the wastewater plant
Vote Required: X Simple Majority Roll Call

Recommendation: Staff requests approval.

Overview:

During the excavation for the scum removal project several electrical conduits were exposed at the existing plant. Many of these conduits had severe corrosion and need to be replaced. Since the conduits are exposed staff requested a change order to remove and replace the corroded conduits along with replacing the wiring within the conduits. The change order in the amount of \$42,355.74 is attached. Since this change order exceeded the original budget amount for this project and is outside the original scope of the project, staff is requesting Council approval.

Budget Impact: Since this work was outside the original scope of the project capital reserve funds will be utilized from the wastewater department to pay for the change.

Attachments: Change order #1

Council Action: _____ Date: _____

WINONA MECHANICAL, INC.
 PROJECT: FAIRMONT - REPLACE RUSTED ELECTRICAL CONDUITS/WIRING
 9/14/2021

<u>ITEM</u>	<u>HRS.</u>	<u>RATE</u>	<u>TOTALS</u>
<u>EQUIPMENT</u>			
1) VOLVO EC250DLC TRACKHOE	2	\$235.00	\$470.00
2) KOMATSU PC290 LC10 TRACKHOE		\$240.00	\$0.00
3) TRI-AXLE SEMI W/LOWBOY TRLR		\$185.00	\$0.00
4) KOMATSU PC210LC-11 TRACKHOE		\$230.00	\$0.00
5) TRI-AXLE DUMP TRUCK		\$95.00	\$0.00
6) CASE 621E LOADER		\$155.00	\$0.00
7) BOMAG OR IR ROLLER		\$125.00	\$0.00
8) BOBCAT T650 TRACK LOADER		\$150.00	\$0.00
9) CASE 850K DOZER		\$155.00	\$0.00
10) PICKUP TRUCK	MI	\$1.50	\$0.00
11) SMALL TOOLS	LS	\$25.00	\$0.00
12) BOBCAT E60 TRACKHOE		\$180.00	\$0.00
EQUIPMENT SUBTOTAL			\$470.00
<u>LABOR</u>			
1) WORKING FOREMAN - RT	1	\$102.38	\$102.38
2) WORKING FOREMAN - OT		\$136.17	\$0.00
3) GENERAL LABOR - RT	2	\$88.18	\$176.36
4) GENERAL LABOR - OT		\$115.32	\$0.00
LABOR SUBTOTAL			\$278.74
<u>MATERIALS & SUBS</u>			
DEWAR ELECTRIC			\$38,701.00
SAND BEDDING			\$300.00
MATERIALS & SUBS SUBTOTAL			\$39,001.00
15% MARK-UP ON MATERIALS			\$45.00
5% MARK-UP ON SUBS			\$1,935.05
SUBTOTAL			\$41,729.79
BOND COST			\$625.95
TOTAL			\$42,355.74



Fairmont City Council
October 11, 2021

Agenda Item: 6.C.2

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Event Permit – Fairmont Chamber of Commerce, Glows Parade, November 19, 2021

Policy/Action Requested: Motion to approve the Event Permit for the Fairmont Chamber of Commerce to hold the Glows Parade on November 19, 2021.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Fairmont Chamber of Commerce has made application for an Event Permit to hold the Glows Parade on November 19, 2021.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

This form must be filed with the City at least thirty (30) days in advance of the event. The City will review the application in accordance with the permitting process outlined in the City Code, Chapter 18. Attach additional sheets, maps, etc. if necessary. For events which include overnight camping a separate addendum must be included with the event application.

Date: October 5, 2021

Permit Fee: \$15.00

Event: Glows Parade Sponsoring entity: Fairmont Chamber of Commerce

Address: 323 E Blue Earth Ave - Fairmont

Maximum estimated number of persons expected to attend at any one time: 1,000?

Event coordinator(s): Kandi Menne

Contact Info: Phone # 235.5547 work E-mail: info@fairmontchambe.org

Primary contacts (during event):

Name: Kandi Menne Cell#: 507.525.4324 info@fairmontchamber.org

Event Start: Day/Date: Friday Nov 19, 2021 Time: 5:15 line up - 6pm parade start

Event End: Day/Date: Friday Nov 19, 2021 Time: 7:15 pm

Setup: Day/Date Thursday 18 or Friday Nov 19, 2021 (parade stakes) - annually the city crew blocks off streets day of parade - police dept. provides safety and security back up- thank you!

Start time: _____ End Time: _____ Teardown: _____ Day/Date _____ Start time: _____ End Time: _____

1. Type and description of the event and a list of all activities to take place at the event.
Santa arrives at the airport at 4:15 pm - parade starts at 6:00 pm -

2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event. *attached*

3. Will outside drinking water or waste collection systems be supplied? Yes; No
If yes, supply public health plans, including the number of toilet facilities that will be available.

4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; No
If yes, provide the written plans.

5. Will organizers allow outside food wagon/vendors at the event? Yes; No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.

6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): Yes; No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: undetermined if any marching bands will participate - many entries have music and of course lights!

8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? Yes; No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).

9. Will you be providing shuttle service? Yes; No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

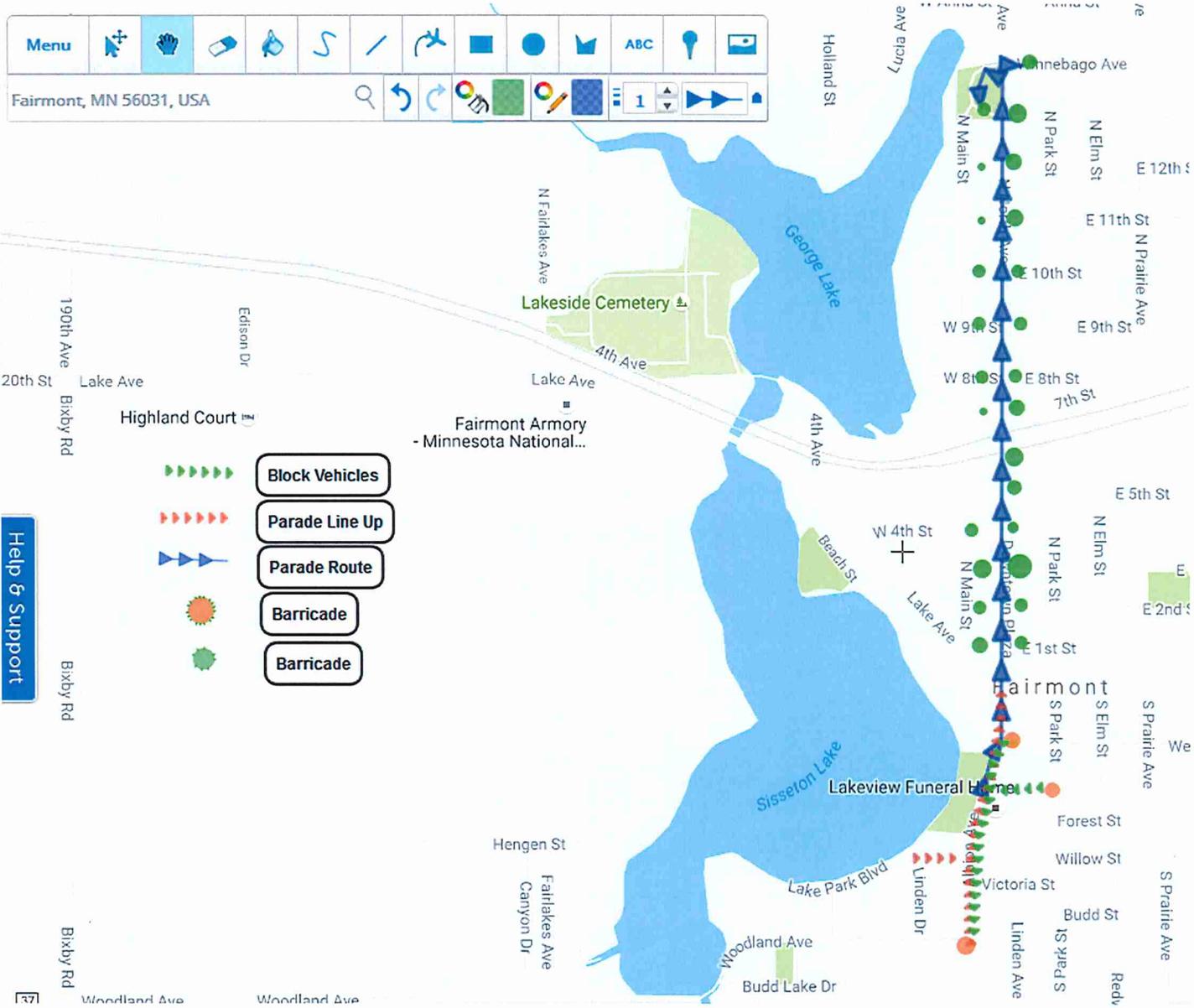
I affirm that I am authorized to execute this application on behalf of the applicant and that the statements contained therein are true and correct to the best of my knowledge. If the special event requires special services provided by the City of Fairmont, the applicant agrees to indemnify, defend and hold the City of Fairmont, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the special event, except any claims arising solely out of the negligent acts or omissions of the City of Fairmont, its officials, employees and agents. The applicant agrees to pay all fees and meet all City Code requirements.

Signature *Kandi Neme* Title Office manager / director of communications Date 10.5.2021

If you would like your event published on the City's website/Community Calendar, please indicate: Yes; No

Office Use Only			
\$15.00 Fee Paid	Date: <input type="checkbox"/> Yes; <input type="checkbox"/> No	Received by:	
Requires Council Approval		Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

- Permit distribution:
- City
 - Applicant
 - Police
 - Parks/Streets
 - Other





Fairmont City Council
Monday, October 11, 2021

Agenda Item: 7.1

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: 2021 Improvement Program Public Hearing

Policy/Action Requested: 1. Motion to close the public hearing.

2. Motion to adopt Resolution No. 2021-47, adopting the Special Assessments for the 2021 Improvement Projects.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

After conducting the public hearing on the proposed assessments, the hearing should be declared closed, and Resolution No. 2021-47 adopted in order to finalize the 2021 improvement program process.

Budget Impact: N/A

Attachments: Resolution No. 2021-47

Council Action: _____ Date: _____

RESOLUTION NO. 2021-47

STATE OF MINNESOTA }
COUNTY OF MARTIN } SS
CITY OF FAIRMONT }

RESOLUTION ADOPTING ASSESSMENTS 2021 IMPROVEMENTS

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met, heard and passed upon all objections to the proposed assessment of the following improvements:

<u>Project No.</u>	<u>Description</u>
	<u>RECONSTRUCTION (\$80.00 per assessable front foot)</u>
5721001	Fairlakes Avenue: Deadend to Woodland Avenue
	<u>RESURFACE (\$54.00 per assessable front foot)</u>
6721001	Fairlakes Avenue: Woodland Avenue to Canyon Drive
6721002	Holland Street: Lucia Avenue to West Anna Street Amber Lake Park Parking Lot
	<u>OVERLAY (\$32.00 per assessable front foot)</u>
8721001	Fairlakes Avenue: Lake Avenue to Railroad Tracks* *Original improvement: Lake Avenue to Gravel
8721002	Lake Avenue: Fairlakes Avenue to Bridge
8721003	TH 15 Service Road (W) #1: Deadend to Spruce Street
8721004	TH 15 Service Road (W) #2: East 10 th Street to Winnebago Avenue
	<u>SEAL COAT (\$2.50 per assessable front foot)</u>
7521001	Albion Avenue: Interlaken Road to Lake Aires Road
7521002	East Amber Lake Drive: Lake Aires Road to Interlaken Road
7521003	East Belle Vue Road: Sylvia Street to South Prairie Avenue
7521004	Burton Lane: Perimeter Drive
7521005	West Interlaken Road: East Amber Lake Drive to Albion Avenue
7521006	Lynn Street: Deadend to East Interlaken Road
7521007	Margaret Street: North North Avenue to Prairie Avenue* *Original improvement: North North Avenue to TH15
7521008	Prairie Avenue: Redbird to E Belle Vue Road
7521009	Red Bird Lane: Deadend to South Prairie Avenue
7521010	4 th Street: North Prairie Avenue to TH 15
7521011	10 th Street: Lake George to North North Avenue

Resolution 2021-47, continued

7521012 11th Street: Lake George to North North Avenue
City Parking Lot H
Cedar Creek Park Trails
Day Farm Trail
Hobo Trail
Margaret Street Trail
Soccer Field Trail
Whitetail Ridge Trail
Winnebago Avenue Sports Complex
City Parking Lot F
Ward Park Parking Lot

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRMONT, MINNESOTA:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.
2. Assessments shall be payable in equal annual installments for projects as follows:
 - Reconstruction and resurfacing projects - 15 years
 - Overlay projects - 10 years
 - Sealcoat projects - 3 yearsThe first installment is payable on or before the first Monday in January 2022 and shall bear interest at the rate of 3% per year from the date of adoption of the assessment resolution (October 11, 2021). Interest and payment term may vary for mowing and miscellaneous assessments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole amount of the assessment on such property, with interest accrued to the date of payment to the City of Fairmont, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he or she may thereafter pay to the Martin County Treasurer the installment and interest in process of collection of the current tax list, and he or she may pay the remaining principal balance of the assessment to the City of Fairmont. Future payments must be made before November 1, or interest will be charged through December of the next succeeding year.
4. The City Clerk shall file the assessment rolls pertaining to this assessment in the Clerk's office and shall certify annually to the County Auditor on or before December 1 of each year the total amount of installments and interest which are

Resolution 2021-47, continued

to become due in the following year on the assessment on each parcel of land included in the assessment roll.

Adopted by the Council this 11th day of October 2021.

Mayor

ATTEST:

City Clerk
(SEAL)



Fairmont City Council
October 11, 2021

Agenda Item: 8.1

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Fairmont City Code Chapter 27 – Rental Housing

Policy/Action Requested: Motion to approve Ordinance 2021-03.

Vote Required: ___ Simple Majority Roll Call

Recommendation:

Overview:

A public hearing was held on proposed rental housing ordinance (ordinance 2021-03) at the September 27, 2021 council meeting. During the public hearing the council heard comments from landlords in the community on the proposed ordinance. Council requested that a work session be held to further discuss the ordinance. A work session was scheduled for October 11, 2021 at 4:00 immediately preceding the council meeting. The ordinance is also being placed on the council agenda in case council wishes to take any action on it following the work session. If changes are requested following the work session the proposed ordinance may be brought back to a later meeting for action.

As background, the city council requested that staff review the rental housing ordinance following a complaint received during a public comment period. Staff has reviewed the ordinance and has prepared a new Chapter 27, Rental Housing. The new Chapter would replace the existing Chapter 27.

The key areas addressed in the draft ordinance include:

- 1) Updates the definition for rent, lease, let, or sublet to include installment sales, purchases, and other similar arrangements. This change was brought about by the concern of rentals being rented under contract for deeds which did not fall under the rental ordinance. The updated definition would include properties that are under contracts for deed, unless the contract for deed is recorded as required by Minnesota Statute.
- 2) Removes the exclusion for family rentals from the code.
- 3) Updates the property inspection requirements.
 - a. Requires the inspection to be completed at rental license application/renewal.
 - b. Requires the inspection to be completed every three years and removes the waiver for the inspection for properties that have not received a complaint.
 - c. Requires the inspection to be completed by the city, or a contractor retained by the city.
 - d. Inspection fees to be paid at the time of application/renewal.
- 4) Updates language on rental complaints and removes the requirement for the tenant to provide notice to the landlord about complaints files with the city.

- 5) Updates section 27-10 on disorderly behavior to include additional provisions in accordance with Minnesota Statute.

In addition to the proposed ordinance staff has updated our application, complaint form, and inspection list to better support the rental ordinance. While these documents are not included in the rental ordinance that will be adopted by council, they are supporting documents and are provided for information.

Budget Impact: N/A

Attachments:

- 1. Proposed Ordinance 2021-03
- 2. Rental License Application, Complaint Form, and Inspection Checklist

Council Action: _____ Date: _____

ORDINANCE 2021-03

An Ordinance Repealing and Replacing in its entirety

Fairmont City Code, Chapter 27 Rental Housing

WHEREAS, the City of Fairmont does Ordain that Fairmont City Code, Chapter 27 – Rental Housing is hereby repealed in its entirety and replaced to read as follows:

Sec. 27-1. Purpose.

The purpose of this chapter is to establish a program for identifying rental housing units within the City of Fairmont. This chapter is adopted to protect the public health, safety and general welfare of the citizens of the City of Fairmont by:

- Promoting safety from fires and accidents;
- Providing a means for the fair administration and enforcement of this Code for all residential rental housing units;
- Providing minimum standards for basic equipment and facilities;
- Reducing environmental hazards to health; and
- Assisting in controlling criminal activities in rental housing.

Sec. 27-1-1 Scope

This chapter applies to rental housing units described herein that are rented or leased in whole or in part, including apartment buildings, town homes, single family and multifamily housing, guest and caretaker houses, and condominiums. It also includes any accessory structures of the rental housing units, such as garages and storage buildings, and appurtenances such as sidewalks, driveways, and retaining walls, which are on the property of the rental housing unit. This chapter does not apply to on-campus college or university housing units; Minnesota Department of Health licenses rest homes; convalescent care facilities; licensed group homes; nursing homes; hotels; motels; or owner-occupied units.

Sec 27-1-2. Definitions

For the purposes of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (a) Rental Housing Unit. Any building, structure, or portion thereof, which is designed, built remodeled, rented, leased, let or hired out to be occupied, or which is occupied as a home or residence of a person or persons other than the owner or purchaser of record.

- (b) Rent, lease, let, or sublet means the leasing of a rental housing unit to a non-owner for a fixed or non-fixed period of time and shall include installment sales, purchases, and other similar arrangements whereby nonpayment of a periodic payment means the occupants may be evicted without the necessity of either a statutory mortgage foreclosure procedure, a statutory termination of contract for deed procedure, or a statutory repossession procedure.
- (c) Uniform Housing Code. The Minnesota codes regulating residential structures, as they are currently written and as might be amended in the future, including, but not limited to: the State Building Code Minn. Stat. §§ 326B101-194; the State Fire Code Minn. Stat. Chapter 299F; and Minnesota Administrative Rules Chapter 1300.
- (d) Local Property Manager. A person residing within 50 miles of the city of Fairmont who is authorized by the property owner to make decisions for the owner about the rental, occupancy, and maintenance of the rental housing unit, or a licensed, or bonded, and/or insured company engaged primarily in providing such services for hire.

Sec. 27-2. Maintenance of records.

All records, files and documents pertaining to rental housing unit registration, complaints and complaint inspection information, shall be maintained in the office of the City Clerk and made available to the public as allowed, permitted or required by state law or city code.

Sec. 27-3. Health and safety.

- (a) The owner shall be responsible for maintaining the rental property in compliance with the requirements of the Uniform Housing Code.
- (b) Garbage. The owner of each rental housing unit shall provide garbage collection containers, dumpsters or other garbage management options adequate to accommodate all garbage and recyclables generated by each rental housing unit. Owners and tenants of single-family or multi-family units, shall comply with Fairmont City Code section 22-18.
- (c) Lawn care. The owner shall be responsible for lawn care and for the removal of ice and snow according to Fairmont City Code section 17-2 and section 23-3, respectively.
- (d) Mold, rodents and insect infestations shall be promptly eliminated by the owner and the rental housing unit shall then be kept mold and infestation free by the tenant.

Sec. 27-4. Registration and licensing of rental housing units.

- (a) No person shall, and it shall be unlawful, for any person to conduct or operate or cause to be operated either as owner, lessee, agent or in any other capacity within the city any Rental Housing Unit, as defined in sec 27-1-2 above, without having first obtained a license to do so as hereafter provided. It shall be unlawful for an owner, designated agent, or operator, after notice has been sent by first class mail, to continue operation of a rental housing unit without submitting an application for a license under this chapter, along with the necessary fee. The following properties shall be excepted from this requirement:

1. An unoccupied Rental Housing Unit that that has been issued a vacant building registration pursuant to Chapter 28 of this code.
2. A property being sold on a contract for deed, provided the contract has been recorded in conformance with Minnesota law.

All Rental Housing Units shall be current on any real estate taxes, assessments, fines, penalties, or other financial claims due to the city at the time of application for a rental license.

- (b) Inspection of a rental housing unit shall be completed prior to issuance of an initial rental housing license, prior to rental housing license renewal and upon a rental housing unit tenant's filing of a complaint with the city of rental housing conditions that are subject to the standards herein.
- (c) The legal owner of each rental housing unit shall make application to the City for a license on a form to be supplied by the city and containing information necessary to administer and enforce the provisions of and to ensure compliance with the provisions of this chapter, and the minimum standards of uniform housing code.
- (d) Application for a rental license must be made prior to any initial occupancy, and thirty (30) days prior to any license renewal. Licenses are valid for 36 months from the date of issuance.
- (e) Each application for rental license must be on a form provided by the city and must contain:
 - (1) Legal owner name, address, telephone number and email address.
 - (2) Local property manager name, address, telephone number and email address. Said local property manager shall reside within 50 miles of Fairmont.
 - (3) The street address of the rental property.
 - (4) The number of rental housing units contained within the rental property.
 - (5) Proof that the property taxes are current on the rental property.
 - (6) Proof that the rental property is registered with the applicable utilities.
 - (7) Proof of fire and liability insurance on the rental property.
 - (8) Accompanied by the payment of the rental registration fee and inspection fee.
- (f) Transfer of ownership. In the event of the transfer of ownership of a rental housing unit by sale or otherwise:
 - (1) The owner(s), within ten (10) days after the transfer, shall provide to the city the name, address and telephone number of each transferee.
 - (2) The transferee shall register the unit with the city under the transferee's name and pay all applicable fees within thirty (30) days after the date of transfer; and

- (3) If the rental license for the unit is valid and current and if the transferee so registers the unit and pays the fees, the rental license shall be transferred to the transferee.

Sec. 27-5. Rental housing unit inspection.

- (a) The city has the authority to inspect any Rental Housing Unit upon receipt of a rental housing license application or upon receiving a complaint of code violations. The owner or tenant shall provide access to the Rental Housing Unit upon request of the City. Refusal to reasonably grant access shall be grounds for rejection or suspension of a rental registration.
- (b) A rental housing unit inspection will be scheduled with the owner, or local property manager, upon receipt of the rental housing license application by the city. If the owner or local property manager fail to respond and coordinate a date, an inspector may enter the building to inspect on 48 hours' written notice to the property owner. The cost of the inspection will be paid with the rental housing application.
- (c) The inspection may be completed by Fairmont City staff designated to complete inspections or a contractor hired by the city to complete rental inspections
- (d) The applicant for license shall assist the city in making the inspection of the premises. This includes notifying the occupants of the building of the time when the inspection will be conducted and requesting their cooperation in the inspection. The owner may be present for the inspection.
- (e) Properties inspected by another state or federal agency are exempt from three-year inspections.
- (f) Upon inspection, a property found to meet the Uniform Housing Code, and is otherwise in compliance with this code, shall be issued a license. If the inspector finds code deficiencies, they shall list the deficiencies, note necessary corrections and give these findings to the building owner or local property manager and no license shall be issued until the deficiencies are corrected. Upon reinspection of the licensed premises, if the inspector finds violations of the applicable codes, the owner, or local property manager, shall be notified of the violations and ordered to correct them within a reasonable time. Failure to correct the violations as ordered may be grounds for revocation of the license.

Sec. 27-6. Rental housing unit complaint procedure.

- (a) The City will inspect rental housing units and common areas when a tenant files a written complaint with the city regarding a violation of state law or local ordinance.
- (b) The identities of any person filing a complaint about violations of state law or local ordinance concerning the use of real property, and any information that would identify such person, is classified as confidential information under Minnesota Statute 13.44. No employee or agent of the City shall release or reveal such information except by court order.

- (c) Forms. The city shall provide forms upon which complaints may be made regarding the condition or license and registration status of any rental property.
- (d) Upon receipt of a complaint, the City shall investigate the property within 72 hours of receipt to verify the existence of conditions in violation of this code or any other applicable statute, ordinance, code or regulation. The owner/representative shall be provided notice of the date and time of the inspection and may be present during the inspection
- (e) The owner/representative shall be assessed appropriate inspection fees if the complaint is found to be substantiated by this inspection.
- (f) When a city employee or agent makes an inspection as a result of a tenant complaint and no violations are found the city shall issue a notice of compliance to the tenant and the owner/representative. If the complaint is substantiated by the inspection, written notice of the observed violation(s) shall be given to the owner/representative and tenant. The city will work with the owner/representative to develop a timeline for the required repairs. A re-inspection will be conducted at the expiration of the time period set for repairs. If the repairs have been completed in a satisfactory manner, a notice of compliance will be issued to the owner/representative and the tenant. In the event the repairs have not been completed in a satisfactory manner further action will be taken as permitted by this Code or state law.
- (g) License and registration complaints. Upon receipt of a complaint and verification that a residential rental housing unit is not licensed or registered, the city shall inform the owner in writing that the owner has sixty (60) days to either:
 - (1) Comply with the terms of this chapter by registering the unit and by paying all applicable fees; or
 - (2) Cease rental operations.

Sec. 27-7. Posting rental license.

The owner shall arrange for a copy of the rental license to be posted continuously on an inside sidewall of the kitchen sink cabinet.

Sec. 27-8. Revoking, suspending, denying or not renewing a license.

- (a) The city may revoke, suspend, deny or decline to renew any license issued under this section. In buildings containing more than one (1) rental housing unit, the revocation, suspension, denial or non-renewal may apply to one (1) or more rental housing units based on specific violations. The basis for such revocation, suspension, denial or non-renewal includes, but is not limited to, any of the following circumstances:
 - (1) The license was procured by misrepresentation of the facts with regard to the rental dwelling unit.
 - (2) The applicant or one (1) acting on his/her behalf made oral or written misstatements pertaining to the application.

- (3) The actions of the owner or owner's representative involving a rental unit have created a danger to the public health, safety or welfare.
 - (4) The rental dwelling unit contains conditions that endanger the safety, health or welfare of any member of the public.
 - (5) Failure to pay any required application, penalty or reinstatement fee.
 - (6) Failure to correct violations of section 27-05(f) in the time period specified in the notice of violation and correction.
 - (7) Following the third instance of disorderly conduct specified in section 27-11.
 - (8) Any violation of this chapter.
- (b) Notification. The city shall notify the owner or owner's representative in writing of the basis for the revocation, suspension, denial or non-renewal of the rental license and the date upon which the action takes effect.
 - (c) The city shall notify the owner of their right to have the decision to revoke, suspend, deny or not renew the rental license reviewed by the board of zoning appeals. The owner may request a review of the licensing decision upon a form provided by the city. That request shall be filed with the city within fifteen (15) days after receiving the licensing decision. The review hearing will be set for the next regularly scheduled board of zoning appeals meeting, unless that meeting is scheduled to occur in less than fifteen (15) days from the owner's request for review is received. In that event, the review hearing will be set on the following regularly scheduled board of zoning appeals meeting.
 - (d) The owner or owner's representative and the city shall be given an opportunity to be heard. The owner may be represented by counsel. Both sides may be permitted to examine the other side's witnesses and evidence. The board of zoning appeals shall hear all relevant evidence and arguments and shall review all testimony, documents, and other evidence submitted. The community development department shall record the review and keep a record of documentary evidence submitted.
 - (e) Decision. The board of zoning appeals shall make findings based on the evidence and shall make a decision on the recommendation to revoke, suspend, deny, or not renew a license based on the findings. The board of zoning appeals shall issue a written decision regarding the recommendation of the city within thirty (30) days following the date of the review and shall notify the owner or owner's representative of the decision by first class mail and by the owner's preferred method of communication. The decision shall specify the rental housing unit or units to which it applies, the duration of the revocation, suspension, denial or non-renewal, and the conditions that must be met before the license may be reissued or reinstated. No rental housing units that have had their rental license revoked, suspended, denied, or non-renewed may be occupied. Revocation, suspension, denial, or non-renewal of a license shall not excuse the owner from compliance with all terms of this chapter for as long as any rental housing units in the building are occupied.
 - (f) License process after revocation, suspension, denial. After the board of zoning appeals revokes, suspends, denies or declines to renew a license, no license will be issued for the

affected rental housing unit(s) until city determines that the applicant/licensee has remedied the conditions identified as the basis for the action. An application to obtain a license for a rental housing unit after the board of zoning appeals has revoked, suspended, denied or declined to renew a license for the same rental housing unit(s) must be accompanied by all fees required by this section.

- (g) The owner has a right to appeal the board of zoning appeal's decision as outlined in section 2-25 of Fairmont City Code.

Sec. 27-9. Effect of revocation, suspension, denial, or non-renewal.

If a license is revoked, suspended, denied or not renewed, it shall be unlawful for the owner or owner's representative to permit the occupancy of the rental housing unit(s), until such time as a valid rental license is obtained. Issuance of a new license after revocation, suspension, denial or non-renewal shall be made in the manner provided for in section 27-4.

Sec. 27-10. Posted to prevent occupancy.

Whenever any rental housing unit has been denied an initial license, had its license revoked, suspended, denied or not renewed it shall be posted by the city to prevent further occupancy. It shall be unlawful for any person, other than a representative of the city to remove or alter any posting. The city will post the date the rental housing unit shall be vacated and no person shall reside in, occupy or cause to be occupied that rental housing unit until city permits it.

Sec. 27-11. Disorderly Conduct Prohibited.

- (a) The license holder shall be responsible to prevent instances of disorderly conduct by tenants, members of tenant's household and guests. For the purposes of this section, rental housing unit shall include common areas in the building where the rental housing unit is located.
- (b) Disorderly Conduct. For the purposes of this section, disorderly conduct may include, but is not limited to, the following:
 - (1) Illegal activity involving controlled substances as defined in MN Stat. § 152.01, et seq., in the rental housing unit.
 - (2) Acts of violence or threats of violence including but not limited to discharge of firearms, prostitution, intimidation, assault, or any other act that otherwise jeopardizes the health, safety or welfare of the licensee, his agents, tenants or any other person.
 - (3) Violation of Minnesota Statute, Section 609.72, prohibiting disorderly conduct, when the violation disturbs the peace and quiet of the occupants of at least one unit on the licensed premises or other premises, other than the unit occupied by the person(s) committing the violation.
 - (4) Violation of Minnesota Statutes 609.74 and 609.745 Public Nuisances.

- (5) Violation of Minnesota Statutes 609.66, Subd. 1a, 609.67 or 624.713 Unlawful use or possession of a firearm or weapon.
 - (6) Violation of Minnesota Statute 609.50 Obstructing Legal Process.
 - (7) Violation of Fairmont Code Article 4, Animals, Article 15.2, Noise, Article 17, Nuisances, and Article 22, Solid Waste.
 - (8) Violation of Minnesota Statutes 609.321-609.324, prohibiting prostitution and acts relating thereto.
 - (9) Violation of Minnesota Statutes 340A.401, prohibiting the unlawful sale of alcoholic beverages.
 - (10) Violation of Minnesota Statutes 340A.503, prohibiting the underage use of alcoholic beverages.
- (c) First instance. Upon determination by the city that a rental housing unit was the location of disorderly conduct, the city shall notify by first class mail the licensee and direct the licensee to take steps to prevent further violations.
 - (d) Second instance. If a second instance of disorderly conduct occurs at a rental housing unit within twelve (12) months of the time a notice was sent for previous disorderly conduct at the same unit, the city may notify the licensee by first class mail of the violation and direct the licensee to submit, within ten (10) days of the date of the notice, a written report of all actions taken by the licensee since the first violation notice and actions the licensee intends to take to assist in the prevention of disorderly conduct. The licensee shall notify the tenant or tenants within ten days of the notice of disorderly conduct violation.
 - (e) Third instance. If a third instance of disorderly conduct occurs at a rental housing unit within twelve (12) months after the first of two (2) previous notices of disorderly conduct at the same unit, the rental housing unit license may be revoked, suspended or not renewed by the city. The owner/representative has the right to appeal the decision as outlined in section 2-25 of the Fairmont City Code.
 - (f) For purposes of this section, second and third instances of disorderly conduct shall be those which:
 - (1) Occur at the same rental housing unit; or
 - (2) Involve tenants at the same rental housing unit; or
 - (3) Involve guests or invitees at the same rental housing unit; or
 - (4) Involve guests or invitees of the same tenant; or
 - (5) Involve the same tenant.
 - (g) No adverse action shall be taken against the rental license when the instance of disorderly conduct occurred during a pending eviction proceedings (unlawful detainer) or within thirty (30) days of notice given by the licensee to a tenant to vacate the rental housing unit. However, adverse license action may proceed when the licensee fails to diligently pursue the eviction process. Further, an action to deny, revoke, suspend, or not renew a

license based upon violations of this section may be postponed or discontinued at any time if the licensee has taken appropriate measures which will prevent further instances of disorderly conduct which may include a failed eviction process, or if the licensee has proceeded in good faith to secure termination of the tenancy but was unsuccessful for reasons beyond the licensee's reasonable control.

- (g) In lieu of revoking, suspending or not renewing the rental license, the city may require an action plan to be completed and complied with by the licensee, manager or local agent within a designated time frame which outlines the steps necessary to be taken and complied with in order to correct identified violations and the measures to be taken to ensure ongoing compliance with the city code and other applicable laws.
- (h) Determining disorderly conduct. A determination that the rental housing unit has been the location of disorderly conduct shall be made by a preponderance of the evidence to support such a determination. It shall not be necessary that criminal charges be brought in order to support a determination of disorderly conduct, nor shall the fact of dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this section.
- (i) Enforcement. Enforcement actions provided in this section shall not be exclusive, and the city may take any action with respect to a licensee, a tenant, or the licensed rental housing unit(s) as is authorized by this chapter or state law.

Sec. 27-12. Fees and penalties.

- (a) A person who violates the provisions of this article may be charged with a misdemeanor.
- (b) The city may post the rental housing unit by appropriate signs or notices prohibiting occupancy and may act to cause the rental housing unit to be vacated or remain vacant until the Code violations are corrected.
- (c) All fees and penalties due and payable by the owner and not paid within thirty (30) days of the due date shall be considered delinquent and may be certified to the county auditor-treasurer for collection with real estate taxes.
- (d) All fees to be charged under this chapter will be set by resolution approved by the city council.

Sec. 27-13. No retaliation.

Per Minnesota State Statute Section 504B.205, Subd. 2, Emergency calls permitted.

- (a) A landlord may not:
 - (1) Bar or limit a residential tenant's right to call for police or emergency assistance in response to domestic abuse or any other conduct; or
 - (2) Impose a penalty on a residential tenant for calling for police or emergency assistance in response to domestic abuse or any other conduct.

- (b) A residential tenant may not waive and a landlord may not require the residential tenant to waive the residential tenant's right to call for police or emergency assistance.

Sec. 27-14. No warranty by city.

By enacting and undertaking to enforce this chapter, the city council, its agents, and employees do not warrant or guarantee the safety, fitness or suitability of any dwelling in the city. Owners and occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare.

PASSED, APPROVED AND ADOPTED, this 11th day of October 2021.

- Motion by:
- Seconded by:
- All in favor:
- Opposed:
- Abstained:
- Absent:

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

1st Reading: September 27, 2021
2nd Reading: October 11, 2021



Phone (507)238-9461

CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031
www.fairmont.org ♦ citygov@fairmont.org

Fax (507)238-9469

Residential Rental Unit Registration Licensing Form

Date: _____

Address of Property Being Registered:

Owner Information

Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

Local Agent Information (if any) Lives within 50 miles of Fairmont.

Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

Correspondence concerning the registered properties should be sent to: Owner and/or Agent

Include proof of liability and fire insurance, with proof of current property taxes, and proof of utility services along with registration and inspection fees with completed application.

Office Use Only:

Proof of liability insurance and fire insurance: _____

Proof of current property taxes: _____

Proof of electric/water hookup: _____ Proof of gas hookup: _____

Registration & Inspection Fee: _____ check/cash/card

Date Paid: _____

(\$5/unit- max. of \$100 per Owner) (Inspection Fee _____)

By signing, I certify that the above and any attached information as true and correct. I understand that if my complaint is found invalid, I may be assessed an inspection fee.

Signature: _____ Date: _____

C I T Y O F L A K E S

Rental Property Safety Inspection Checklist

Address: _____ Date: _____

Unit # _____ License # _____

Exterior

- Siding is weathertight and free from deterioration and decay
- House number visible from public right of way
- Foundation is structurally sound
- Foundation has proper grading
- Foundation is free from holes or gaps, rodent proof
- Roof is free of water leaks
- Roof is structurally sound
- No loose, deteriorating, or missing shingles
- Gutter is properly attached with extensions that drain away from structure
- Porch/deck structurally sound Porch/deck guardrails required if over 30 inches above ground and/or 3' distance drop
- Steps securely attached and in good repair
- Graspable handrails required on stairs/steps with four or more steps/risers
- Continuous guardrails required on open sides of stairways 30 inches or more above ground and/or 3' distance drop
- Sidewalk and steps maintained
- No broken windows; operable hardware

Premises and Accessory Structures

- Yard/landscaping maintained (mowed/plowed) and free of junk and debris

- Garage/shed structurally sound

- Exterior surfaces weather-protected and intact

- Fences are well maintained

Interior

- Ceiling and walls free of water damage, significant cracks, peeling, and large holes
- Floors free of holes, cracks, and tripping hazards
- Cabinet doors, drawers, and hardware in good condition Refrigerator operable with secure gaskets and handles
- Sinks and wash basins are cleanable; have watertight surfaces that are free of chips, cracks and leaks Free of signs of rodent or pest infestation
- Stove burners and oven elements are operable
- Handrails are present and secure; 34"-38" from stair surface
- ~~Bathroom has operable bath fans if there is no bathroom window~~
- Adequate lighting in each room
- Adequate lighting required on interior and exterior stairways

Electrical

- All outlets and switch plate covers present and secure
- Wiring is concealed and protected
- Free of temporary wiring/extension cords

- Electrical panel has 3' clearance and circuitry labeled

- Fixtures properly installed

Mechanical System

- Heating and cooling appliances operable
- Heating and cooling controls/thermostats accessible and operable
- Dryer directly vented to the outside
- Laundry rooms maintained
- No storage within 3' of furnace or water heater
- Proper appliance venting
- Gas valve at each appliance

Plumbing

- Plumbing fixtures are operating properly and free from leaks
- Hot and cold water
- P&T relief valve on water heater, automatic valve located in the top 6" of water heater. Water pipes free from leaks
- Water heater is free of leaks
- A metal drip pipe is in place within 18 inches of the ground
- Water heater is safely vented in accordance with manufacturer recommendations
- Proper sanitary drainage

Fire Protection

- Working smoke detectors installed in each bedroom, adjacent hallways and on each level, at minimum on each floor Working carbon monoxide (CO) detector is within 10 feet of bedrooms
- Exits and pathways are clear, maintained, and usable

- Windows open, close and latch properly
- Doors open, close, lock and latch properly
- Combustible materials (i.e., paint, gasoline, etc.) are stored safely
- Up-to-date emergency contact numbers for property key box
- Fire extinguishers are visible, accessible with valid inspection dates
- Emergency lights, exit signs and fire doors are maintained and operable where needed
- All sleeping rooms have operable windows, egress windows to size

Owner/Representative Name:

Owner/Representative Signature:

Inspector's Name:

Inspector's Credentials (State License or Cert. #):

Inspector's Signature:

Date: _____

Addition Notes: _____



Fairmont City Council
October 11, 2021

Agenda Item: 8.2

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Fairmont City Code Chapter 28 – Vacant Building Regulation

Policy/Action Requested: Motion to approve proposed Ordinance 2021-04.

Vote Required: ___ Simple Majority Roll Call

Recommendation: Staff recommends the adoption of Ordinance 2021-04, Vacant Building Regulation.

Overview:

While reviewing the rental ordinance staff determined that a vacant building ordinance may help obtain some of the priorities and objectives of council. The proposed Chapter 28, Vacant Building Ordinance provides for a registration system for vacant buildings to promote public health, safety and welfare by setting out responsibilities for owners of vacant buildings and provides for the administration, enforcement and penalties associated with the same. The ordinance helps the Council to address concerns of blight and neglect of vacant buildings across the city.

The ordinance does this by creating a vacant building registration. The registration includes the requirement for a property plan which addressed the plan for the use of the building, means and timetable to address maintenance and nuisance issues and provisions for declaring the vacant building to be a nuisance and directing the demolition of the building. The ordinance also provides for the city to conduct inspections of vacant buildings for the purpose of enforcing and ensuring compliance with the ordinance and other applicable regulations.

A public hearing was held on the proposed ordinance at the September 27, 2021 council meeting. One individual provided comment during the hearing on the difference between abandoned and vacant buildings and how buildings that had planned vacancies for longer than 365 days may be treated. It was pointed out that section 28-5(b)(4) allows for an alternative plan to be approved which could include a time period longer than 365 days.

Budget Impact: N/A

Attachments: Proposed Ordinance 2021-04

Council Action: _____ Date: _____

ORDINANCE 2021-04

AN ORDINANCE CREATING CHAPTER 28 VACANT BUILDING REGULATION

WHEREAS, the City of Fairmont has determined that there is a need to address vacant buildings in the City, and;

WHEREAS, the City of Fairmont does Ordain that Fairmont City Code, Chapter 28 is hereby created as follows:

Sec. 28-1. Purposes and findings.

- (a) The purpose of this chapter is to protect the public health, safety and welfare by establishing a program for the identification and regulation of vacant and abandoned buildings within the city. This section also determines the responsibilities of owners of vacant buildings and provides for administration, enforcement and penalties associated with the same.
- (b) The City Council finds that vacant buildings are a major cause and source of blight in residential and non-residential neighborhoods, especially when the owner or party responsible for a building fails to maintain and manage the building to ensure it does not become a liability to the neighborhood. Vacant buildings often attract transients, trespassers and criminals. Neglect of vacant buildings and the use of vacant buildings by transients and criminals creates a risk of fire, and other structural damage of the vacant building and adjacent properties. Vacant properties are often used as dumping grounds for junk and debris and are frequently overgrown with weeds and tall grass. Vacant buildings that are boarded to prevent entry by transients and other long-term vacancies are unsightly, discourage economic development and inhibit the increase of property values. There is a substantial cost to the city in monitoring vacant buildings. This cost should not be borne by the general taxpayers but should be borne by those who leave their buildings vacant.
- (c) Pursuant to authority provided in M.S. § 463.26, permitting cities to enact and enforce ordinances regarding hazardous buildings, and in order to enhance livability and preserve the tax base and property values of buildings within the city, and because of the need to assure that buildings which are capable of rehabilitation are promptly rehabilitated and buildings which are not capable of rehabilitation be promptly demolished, the city hereby declares that it is the policy of the city to promote rehabilitation of vacant and unoccupied buildings, and to assure a prompt process for demolition of hazardous buildings through a procedure fixing appropriate responsibility in accordance with due process requirements.

Sec. 28-2. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) **ABANDONED PROPERTY.** Property that: (1) has been substantially unoccupied or unused for any commercial or residential purpose for at least one year by a person with a

legal or equitable right to occupy the property; (2) has not been maintained; and (3) for which taxes have not been paid for at least two previous years.

(b) BUILDING. A roofed structure used or intended for supporting or sheltering any use or occupancy.

(c) CITY. The City of Fairmont, State of Minnesota.

(d) COMPLIANCE OFFICIAL. The City Administrator or the City Administrator's designee authorized to administer and enforce this section.

(e) OWNER OF RECORD. The fee owner, contract for deed vendee, mortgagee in foreclosure, holder of sheriff's certificate, and taxpayer as shown on the real property records of Martin County, or the authorized agent of any of the preceding persons.

(f) RESPONSIBLE PARTY. An owner, entity or person acting as an agent for the owner who has direct or indirect control or authority over the building or real property upon which the building is located or any party having a legal or equitable interest in the property, including but not limited to a realtor, service provider, mortgagor, leasing agent, management company or similar person or entity.

(g) VACANT BUILDING.

1. An abandoned building;
2. A building or a portion of a building that is open to entry by unauthorized persons without the use of tools or ladders;
3. Records of Martin County Recorder show the property is in lien foreclosure;
4. Windows or entrances to the property are boarded up or closed off, or multiple doors or windows are broken and unrepaired;
5. Doors to the property are damaged, smashed through, caved in, broken off, unhinged, or continuously unlocked;
6. The property is without gas, electric or water service;
7. Rubbish, trash, putrescible materials or debris has accumulated on the property;
8. Law enforcement agencies have received at least two reports of trespass, vandalism, or other illegal acts being committed on the property within 12 months;
9. The yards on the property exhibit grass, lawn, weeds and other vegetation which are not maintained to the standards prevailing in the neighborhood and/or city code.

(h) UNOCCUPIED BUILDING. Any building in or upon which no person resides consistent with its primary intended use for a period of 120 days or more.

Sec. 28-3. Securing vacant buildings.

Any building which becomes unsecured or vacant may be deemed hazardous. If the hazardous condition could be abated by securing the building, the City Council may order the building secured and shall cause notice of the order to be served by United States Mail on the record owner at its last known address. The notice must be in writing and must include, at a minimum, a statement that:

- (a) Informs the owner of record that it has ten days, from the date of the notice, to secure the building or provide the council with a reasonable plan and schedule to comply with the order and that costs may be assessed against the property if the person does not secure the building.
- (b) Provides the owner of record with a copy of right of entry by holder of mortgage or sheriff's certificate to protect the premises from waste and trespass.

Service by mail is complete upon mailing.

Sec. 28-4. Emergency securing of vacant buildings.

When the City Council or the Compliance Official determines that a vacant or unsecured building poses an immediate threat to the health or safety of persons in the community and the immediate securing of a building is required to protect health and safety, all notice requirements herein are waived and the building may be secured by the city, provided that:

- (a) The conditions showing the existence of an immediate threat are documented in a written report.
- (b) A copy of the written report and the city action taken are mailed immediately to the owner of record and any neighborhood association.
- (c) *Collection of costs.* All costs incurred by the city for securing a vacant building under this section may be charged against the real property.

Sec. 28-5. Vacant or unoccupied building registration.

- (a) Application.
 - 1. The owner or responsible party shall register a vacant building or an unoccupied building with the city no later than 120 days after the building becomes vacant. The registration shall be submitted on a form provided by the city and shall include the following information supplied by the owner:
 - a. The name, address, telephone number and email address of each owner and each owner's representative;
 - b. The tax parcel identification number and street address of the premises on which the building is situated;
 - c. The names, addresses, telephone numbers and email addresses of all known lien holders and all other parties with any legal interest in the building;
 - d. The name, address, telephone number and email address of a local agent or person responsible for managing or maintaining the property;

- e. The status of water, sewer, natural gas, and electric utilities; and
- f. The date the building became vacant, the period of time the building is expected to remain vacant, and a property plan and timetable for returning the building to appropriate occupancy or use and correcting code violations and nuisances or for demolition of the building.

2. The owner shall notify the City within 30 days of changes in any of the information supplied as part of the vacant building registration and shall continue to do so on an ongoing basis during vacancy.

(b) Property plan. The property plan shall meet the following requirements:

1. *General provisions.* The plan shall comply with all applicable regulations and meet the approval of the City. It shall contain a timetable regarding use or demolition of the property. The plan shall be completed within 30 days after the building is registered.

2. *Maintenance of building.* The plan shall identify the means and timetable for addressing all maintenance and nuisance-related items identified in the application. Any repairs, improvements or alterations to the property shall comply with building code provisions and applicable city regulations.

3. *Plan changes.* If the property plan or timetable for the vacant building is revised in any way for any purpose, the revisions shall meet the approval of the City.

4. *Demolition required.* If a building has remained a vacant building for a period of 365 consecutive days or more, and the City has not approved an alternative schedule in the property plan, the city may declare the building to be a nuisance and direct the owner to demolish the building and restore the grounds. If the owner does not demolish the building and thereby eliminate the nuisance conditions, the city may commence abatement and cost recovery proceedings for the abatement of the violation.

(c) Noncompliance and notification. If the owner does not comply with the property plan, or maintain or correct nuisance violations, the city may commence abatement and recover its costs for correction of those items. In the case of an absent owner and ongoing nuisance issues, the city need not provide notice of each abatement act to the owner. A single notice by the city to the owner is determined to be sufficient notice that it intends to provide ongoing abatement until the owner corrects the violations.

(d) Exemptions.

1. *Casualty damage.* A building that has suffered casualty damage is exempt for the registration requirement for a period of 180 days after the date of the casualty event if the owner submits a request for exemption in writing to the City. An exemption request for review by the City shall include the following information supplied by the owner:

- a. A description of the premises;

- b. The name and address of owner or owners;
- c. A statement of intent to repair and reoccupy the building in an expeditious manner and the time frame for completion; and
- d. Actions the owner will take to ensure the property does not become a nuisance.

2. *Snowbirds*. Those persons who leave their residential buildings on a temporary (six months or less) for vacation purposes or to reside elsewhere during the winter season and have the intent to return are exempt from the registration requirement.

(e) Fees. The owner shall pay an annual registration fee. The registration fee will be an amount adopted by ordinance by the City Council. The amount of the registration fee shall be reasonably related to the administrative costs for registering and processing the registration form and for the costs of the city in monitoring the vacant building site. The fee shall be paid in full prior to the issuance of any building permits or licenses, with the exception of a demolition permit.

(f) Assessment. If the registration fee or any portion thereof is not paid within 60 days after billing or within 60 days after any appeal becomes final, the City Council may certify the unpaid fees against the property.

(g) Issuance of registration. Upon completion of the registration process and payment of the fee, the city will issue a vacant building registration to the owner. The owner shall securely post the registration on the vacant building on a side entrance door, where possible, that is not generally visible from the public street. If no side entrance door is available, the registration shall be securely posted on another available entrance door.

(h) Failure to register. If the property is abandoned or the owner or responsible party fails to complete the registration process, the property will be registered administratively as a vacant property and the registration fee shall be assessed against the property.

Sec. 28-6. Change of ownership.

A new owner shall register or re-register a vacant building or unoccupied building within ten days of any transfer of an ownership interest in a vacant building. The new owner shall comply with the approved property plan and timetable submitted by the previous owner or shall submit a revised or amended property plan to the City for review and approval. For the purposes of this section, the new owner is an owner as defined in this section if the new owner has purchased the vacant building since its registration by the previous owner or has otherwise succeeded to all rights of the previous owner.

Sec. 28-7. Inspections.

The City may conduct inspections on any vacant building or unoccupied building in the city for the purpose of enforcing and ensuring compliance with this section and other applicable regulations. Upon the request of the City, an owner or responsible party shall provide access to all interior portions of the building and the exterior of the property in order to complete an inspection. If the owner or responsible party is not available, is unresponsive, or refuses to

provide access to the interior of the building, the city may use any legal means to gain entrance to the building for inspection purposes. Prior to any re-occupancy, the owner or responsible party shall request an inspection of the vacant building by the City to determine compliance with this chapter and all other applicable regulations. All application and re-inspection fees also shall be paid prior to building occupancy.

Sec. 28-8. Maintenance of vacant buildings and unoccupied buildings.

The owner of a vacant building or unoccupied building shall comply with and address the following items in the property plan:

(a) *Appearance.* All buildings shall be maintained and kept so that they appear to be occupied.

(b) *Securing.* All buildings shall be secured from the outside entry by unauthorized persons or pests. Security shall be ensured by normal building amenities such as windows and doors having adequate strength to resist intrusion. All doors and windows shall remain locked. There shall be at least one operable door into every building and into each dwelling unit. Exterior walls and roofs shall remain intact without holes.

1. *Architectural (cosmetic) structural panels.* Architectural structural panels may be used to secure windows, doors and other openings provided they are cut to fit the opening and match the characteristics of the building. Architectural panels may be of exterior grade-finished plywood or Medium Density Overlaid plywood (MDO) that is painted to match the building exterior or covered with a reflective material such as plexiglass to simulate windows.

2. *Temporary securing.* Untreated, exterior grade (CDX) plywood or similar structural panels may be used to secure windows, doors, and other openings for a maximum period of 90 days.

3. *Emergency securing.* The City may take immediate steps to secure a vacant building in emergency circumstances.

(c) *Fire safety.*

1. *Fire protection systems.* Owners of non-residential buildings shall maintain all fire protection systems, appliances and assemblies in operating condition and maintain underwriter laboratories (UL) monitoring of all systems.

2. *Removal of hazardous and combustible materials.* The owner of any building shall remove all hazardous material and hazardous refuse that could constitute a fire hazard or contribute to the spread of fire.

(d) *Plumbing fixtures.* Plumbing fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system shall be installed in accordance with applicable codes and be maintained in sound condition and good repair or removed and the service terminated in the manner prescribed by applicable codes. The building's water systems shall be protected from freezing.

- (e) *Electrical.* Electrical service lines, wiring, outlets, or fixtures not installed or maintained in accordance with applicable codes shall be repaired, removed or the electrical services terminated to the building in accordance with applicable codes.
- (f) *Lighting.* All exterior lighting fixtures shall be maintained in good repair, and illumination shall be provided to the building and all walkways in the same manner as provided at the time the building was last occupied or as otherwise provided in the approved vacant building plan.
- (g) *Heating.* Heating facilities or heating equipment in vacant buildings shall be removed, rendered inoperable, or maintained in accordance with applicable codes.
- (h) *Termination of utilities.* The City may require the water, sewer, electricity, or gas service to the building be terminated or disconnected. Prior to the termination of any utility service, the city will provide written notice to the owner. No utility may be restored until consent is given by the City. Utilities may be disconnected at the request of the owner or responsible party as part of the approved building property plan. The City may authorize immediate termination of utilities in emergency circumstances and provide subsequent notice to the owner or responsible party.
- (i) *Signs.* On non-residential properties, obsolete or unused exterior signs and installation hardware shall be removed. Holes and penetrations shall be properly patched and painted to match the building. Surfaces beneath the signs that do not match the building shall be repaired, resurfaced, painted or otherwise altered to be compatible with the building surfaces. All signs remaining on the property shall be maintained in good condition and comply with the provisions of this code.
- (j) *Exterior maintenance.* The owner shall comply with all applicable property maintenance regulations and city codes including, but not limited to, the following:
1. *Nuisances.* The owner shall eliminate any activity on the property that constitutes a nuisance as defined by this code or state statute.
 2. *Grass and weeds.* Any weeds or grass shall be maintained at a height of no greater than six (6) inches and in accordance with city code.
 3. *Exterior structure maintenance.* The owner shall maintain the vacant building in a manner so that it does not constitute a nuisance or as otherwise determined to be necessary by the City to protect public health and safety.
 4. *Abandoned or junk vehicles.* The owner shall keep the property free of unlicensed, inoperable, abandoned or junk vehicles. The city may cause such vehicles to be removed.
 5. *Animals.* The owner shall ensure that all animals, including domestic, exotic and feral, are removed from the property and handled in a humane manner.
 6. *Diseased, dead or hazardous trees.* The owner shall remove diseased, dead or hazardous trees or branches from the property as required for public health and safety.
 7. *Graffiti.* The owner shall keep the property free from graffiti.

8. *Abandoned pools.* Swimming pools shall be covered and secured to prevent accidental entry, treated to prevent pest harborage, and properly drained and winterized.

(k) *Removal of garbage and refuse.* The owner of any building shall keep the building and property free of all junk and refuse pursuant to city code or otherwise in accordance with public health and safety.

(l) *Police protection systems.* All alarm systems in any building or portion thereof shall be maintained in operating condition.

(m) *Loitering, criminal activities.* Loitering or engaging in criminal activities is prohibited in the building or on the real property upon which the building is located. The owner or responsible party shall not allow these activities and shall take immediate actions to eliminate these conditions upon notification by the city or upon discovery.

(n) *Emergency abatement.* The City may authorize immediate abatement of any public nuisance or correction of any maintenance item if the City determines that conditions exist that present an imminent threat to the public health and safety.

(o) *Other codes.* The property owner or responsible party shall comply with all other city codes and applicable regulations.

Sec. 28-9. No occupancy or trespass.

No person may trespass, occupy or reside, on a temporary or permanent basis, in any vacant or unoccupied building, registered or not, without the owner's consent.

Sec. 28-10. Vandalism or removal of items prohibited.

No person may damage or remove items from a vacant or unoccupied building or the property upon which it is located, including, but not limited to, appliances, fixtures, electrical wiring, copper, or other similar items without the owner's consent.

Sec. 28-11. Appeal.

Any person or responsible party aggrieved by a decision rendered under this chapter by the City may appeal to the City Council. The appeal shall be made in writing, shall specify the grounds for the appeal and shall be submitted to the City Clerk's office with the required filing fee, not exceeding ten days from the date of mailing of the decision that is basis of the appeal.

Sec. 28-12. Penalty.

Any person or responsible party who violates the provisions of this chapter is guilty of a misdemeanor. Nothing in this section, however, is deemed to limit other remedies or civil penalties available to the city under this code or state law as they may be amended from time to time.

PASSED, APPROVED AND ADOPTED, this 11th day of October 2021.

Motion by:
Seconded by:
All in favor:
Opposed:
Abstained:
Absent:

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

1st Reading: September 27, 2021
2nd Reading: October 11, 2021



Fairmont City Council
October 11, 2021

Agenda Item: 9.1

From: Troy Nemmers, PE – Director of Public Works/City Engineer
To: Mayor and City Council

Subject: MNDOT Grant Agreement for Airport Coronavirus Response Grant Program (ACRGP)

Policy/Action Requested: To approve Resolution 2021-48 Authorizing the Mayor and City clerk to sign the MNDOT agreement

Vote Required: Simple Majority Roll Call

Recommendation: To approve

Overview: Federal legislation allocated funding to MNDOT Aeronautics to be distributed to airports across the country as part of the latest coronavirus response relief bill. Fairmont’s airport was fortunate to be awarded another \$13,000 as part of this legislation. This is in addition to the \$30,000 that the airport received in 2020. The grant agreement is attached. Staff is requesting approval of the resolution to authorize the Mayor and City Clerk to sign the agreement.

Budget Impact: These funds will be included in the annual revenues and will be used for maintenance and operation at the airport.

Attachments: Resolution 2021-48
MNDOT Grant Agreement 1046682

Council Action: _____ Date: _____

RESOLUTION 2021-48

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR FEDERAL AIRPORT
EXPENSES REIMBURSEMENT**

It is resolved by the City of Fairmont as follows:

1. That the state of Minnesota Agreement No. 1046682,
"Grant Agreement for Federal Airport Expenses Reimbursement," for
State Project No. A4601-C2 at the Fairmont Municipal is accepted.
2. That the _____ Mayor _____ and _____ City Clerk _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Fairmont.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF MARTIN

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the
_____ City of Fairmont _____
(Name of the Recipient)

at an authorized meeting held on the ___ 11th ___ day of ___ October ____, 2021 ___
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)
Patricia J. Monsen, City Clerk

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MINNESOTA
AGENCY AGREEMENT for
FEDERAL AIRPORT EXPENSES REIMBURSEMENT

This agreement is entered into by and between the City of Fairmont (“Local Government”) and the State of Minnesota, acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Local Government has received an Airport Coronavirus Response Grant Program (“ACRGP”) Grant under the Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA Act”) (Public Law 116-260) directly from the Federal Aviation Administration (“FAA”) to reimburse eligible airport expenses at Local Government’s airport.
2. This agreement is not a subgrant of the ACRGP Grant funds. The FAA will be conducting oversight and monitoring the ACRGP Grant funding (see CRRSA FAQs for more information, at: <https://www.faa.gov/airports/crrsaa/media/ACRGP-FAQs-20210212.pdf>).
3. Pursuant to Minnesota Statutes Sections 360.016 and 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government’s agent in accepting the federal funds on the Local Government’s behalf and disbursing the federal funds to the Local Government for expenses at the airport.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. Effective Date: This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
- 1.2. Expiration Date: This agreement will expire on July 31, 2025.

2. Local Government’s Duties

- 2.1. The Local Government designates MnDOT to act as its agent in accepting the federal funds on its behalf and disbursing the federal funds to the Local Government for airport expenses deemed allowable by the FAA under the CRRSA Act.
- 2.2. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to disburse the federal aid sought by the Local Government.
- 2.3. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations. The Local Government will comply with all requirements and assurances in the ACRGP Grant, which is incorporated into this contract by reference.

3. MnDOT’s Duties

- 3.1. MnDOT accepts designation as agent of the Local Government for the receipt of the federal funds and disbursement of the federal funds to the Local Government and will act in accordance herewith.
- 3.2. MnDOT will make the necessary requests to the FAA for authorization to disburse federal funds for airport expenses and for reimbursement of eligible costs under the CRRSA Act.
- 3.3. MnDOT may withhold federal funds where the FAA determines that airport expenditures were not made in compliance with federal requirements.

3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

4. Payment

- 4.1. **Eligibility.** Eligible expenses under the act include costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Eligible expenses will be determined by the Federal Aviation Administration. Eligible expenses will be determined in accordance with FAA's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330), which is incorporated into this agreement by reference, and the CRRSA Act.
- 4.2. **Reimbursement.** Local Government has been awarded \$13,000 in Federal CRRSA Act funding to reimburse federally-eligible expenses at airport(s) it operates. Local Government will be reimbursed for 100% of federally-eligible expenses not reimbursed by any other source. The Local Government will pay any part of the cost or expense that is not paid by federal, state, or other funds. MnDOT will receive the federal funds to be paid by the FAA for eligible expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the limits of those funds.
- 4.3. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award.
- 4.3.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may work directly with FAA to receive the federal funds under the CRRSA Act grant pursuant to any terms and conditions imposed by FAA.
- 4.4. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for the Local Government's failure to comply with federal requirements. The Local Government agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 4.5. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. The FAA will determine whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.

5. **Conditions of Payment.** Local Government's use of federal funds disbursed under this agreement must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive reimbursement under this Agreement for expenses that are not eligible as described in Section 4.1 above.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Crystal Nickles, or her successor or designee.

Title: Grants Specialist

Email: crystal.nickles@state.mn.us

6.2. The Local Government's Authorized Representative is:

Name: Troy Nemmers

Title: City Engineer

Email: tnmembers@fairmont.org

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability. Minnesota Statutes Section 466.04 governs Local Government Liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to this agreement. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any and all lawful claims or costs arising out of or incidental to Local Government's acts or omissions under this agreement and any *ultra vires* acts, including reasonable attorney fees incurred by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit by FAA or MnDOT.

10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement.
11. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination for Cause.** MnDOT may terminate this agreement if Local Government fails to observe or perform any of the terms, conditions, or covenants required to be observed or performed by it pursuant to this agreement and such failure continues for a period of 30 calendar days after MnDOT has given written notice to Local Government of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a federal or state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this agreement.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59, if applicable, which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this

Agreement.

17. **Limitation.** Under this contract, MnDOT is only responsible for disbursing funds. Nothing in this contract will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to this agreement. MnDOT may provide technical advice and assistance as requested by the Local Government, however, the Local Government will remain responsible for all aspects of administering this agreement.

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LOCAL GOVERNMENT

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



Fairmont City Council
October 11, 2021

Agenda Item: 9.2

From: Roger Carlson, Fairmont Fire Department
To: Mayor and City Council

Subject: Fire Department Pension

Policy/Action Requested: Motion to approve increase in Fire Department pension amount

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval of an increase in the pension amount to \$4800 per year.

Overview:

The Fairmont Firefighter Department is requesting the city council to approve an increase in their pension amount from \$3800 per year of service to \$4800 per year of service. The last increase was in 2001 when the pension was raised from \$3500 to \$3800 per year of service. The Fire Relief Association manages the retirement plan.

Funding of the plan can come from three sources: city contributions, state aid and member contributions. For 2020 the fire department received \$97,860 in state aid. Fire department employees contribute \$60 per month to the plan for a total of approximately \$21,000 annually in member contributions. The city is not currently contributing to the plan and is not required to contribute to the plan unless annual funding falls below that required to fully fund the plan. Currently the annual funding for the plan is approximately \$118,860.

The Fire Relief Association has had an actuarial study completed by Van Iwaarden Associates. According to the study based on 2019 year-end figures, the current pension requires annual contributions in the amount of \$41,337 to fully fund the plan. An updated study as of September 29, 2021 shows the current pension requires annual contributions of \$13,268. The studies indicate that the proposed pension amount of \$4800 will continue to be fully funded by the current contributions and will not require the city to provide funding (barring a large decrease in the plan's assets such as a large market decline). Funds in the plan are regulated to certain percentages of stocks, bonds etc to help hedge against huge losses in the plan's assets.

Following the 2001 increase in the pension the city was required to contribute to the plan for many years as the plan was underfunded (below 100%). In 2019 the fund became fully funded and the city has not been required to contribute to the plan. Based on the actuarial study, it is not anticipated that the proposed increase would result in a need for the city to contribute to the plan.

As the pension is a tool that contributes to recruitment and retention of members staff recommends that the pension amount be raised to \$4800 per year of service.

Budget Impact:

None.

Attachments:

1. Van Iwaarden Associates Actuarial Studies

Council Action: _____

Date: _____

FAIRMONT FIRE DEPARTMENT RELIEF ASSOCIATION

Addendum to January 1, 2020 Actuarial Valuation

Projected Cost of Benefit Increases

	Current Plan	Option #1	Option #2	Option #3
Lump sum multiplier for active members ¹ :	\$3,800	\$4,000	\$4,500	\$5,000
Benefit effective January 1:	2020	2020	2020	2020
Liability measurement date of January 1, 2020				
A. Actuarial accrued liability (AAL)				
1. Active members	\$ 1,092,350	\$ 1,149,828	\$ 1,293,523	\$ 1,437,217
2. Vested terminated members	153,060	153,060	153,060	153,060
3. Retired members	188,506	188,506	188,506	188,506
4. Spouses receiving benefits	106,868	106,868	106,868	106,868
5. Disabled members receiving benefits	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
6. Total actuarial accrued liability	1,540,784	1,598,262	1,741,957	1,885,651
7. AAL change from current benefit rate		57,478	201,173	344,867
B. Special fund assets	1,786,222	1,786,222	1,786,222	1,786,222
C. Unfunded actuarial accrued liability (A.6. - B.)	(245,438)	(187,960)	(44,265)	99,429
D. Credit for surplus	(24,544)	(18,796)	(4,427)	0
E. Amortization payment				
1. Amortization period	N/A	N/A	N/A	20
2. Payment	N/A	N/A	N/A	7,599
F. Normal cost	52,072	54,811	61,659	68,506
G. Annual contribution payable:				
	<u>2021, 2022</u>	<u>2021, 2022</u>	<u>2021, 2022</u>	<u>2021, 2022</u>
1. Preliminary contribution (D. + E. + F.)	27,528	36,015	57,232	76,105
2. Admin expense (prior year x 1.035)	<u>13,809</u>	<u>13,809</u>	<u>13,809</u>	<u>13,809</u>
3. Annual contribution (1. + 2.)	41,337	49,824	71,041	89,914
4. Estimated Member Contributions	(21,600)	(21,600)	(21,600)	(21,600)
5. Estimated State Aid	<u>(89,593)</u>	<u>(89,593)</u>	<u>(89,593)</u>	<u>(89,593)</u>
6. Estimated City contribution (3. + 4. + 5., not less than zero)	0	0	0	0
7. Estimated change in City contribution		0	0	0
H. Funded ratio	115.93%	111.76%	102.54%	94.73%

Other than the potential benefit increases shown above, all results in this exhibit are based on the census data, assets, assumptions, methods, plan provisions, and additional risk assessment disclosed in the 1/1/2020 actuarial valuation report dated 3/4/2020. All liability results and estimated contributions are presented as of 1/1/2020. Please note that results calculated using updated assets and liabilities may be substantially different. Additional pension risk information is included in the 2020 actuarial funding report.

¹Lump sum benefit multipliers are assumed to be frozen at termination for vested terminated members.

FAIRMONT FIRE DEPARTMENT RELIEF ASSOCIATION

Addendum to January 1, 2020 Actuarial Valuation

Projected Cost of Benefit Increases - Excluding Three Active Employees¹

	<u>Current Plan</u>	<u>Option #1</u>	<u>Option #2</u>	<u>Option #3</u>
Lump sum multiplier for active members ² :	\$3,800	\$4,000	\$4,500	\$5,000
Benefit effective January 1:	2020	2020	2020	2020
Liability measurement date of January 1, 2020				
A. Actuarial accrued liability (AAL)				
1. Active members	\$ 633,828	\$ 667,173	\$ 750,535	\$ 833,897
2. Vested terminated members	153,060	153,060	153,060	153,060
3. Retired members	188,506	188,506	188,506	188,506
4. Spouses receiving benefits	106,868	106,868	106,868	106,868
5. Disabled members receiving benefits	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
6. Total actuarial accrued liability	1,082,262	1,115,607	1,198,969	1,282,331
7. AAL change from current benefit rate		33,345	116,707	200,069
B. Special fund assets¹	1,327,700	1,303,567	1,243,234	1,182,902
C. Unfunded actuarial accrued liability (A.6. - B.)	(245,438)	(187,960)	(44,265)	99,429
D. Credit for surplus	(24,544)	(18,796)	(4,427)	0
E. Amortization payment				
1. Amortization period	N/A	N/A	N/A	20
2. Payment	N/A	N/A	N/A	7,599
F. Normal cost	52,072	54,811	61,659	68,506
G. Annual contribution payable:				
	<u>2021, 2022</u>	<u>2021, 2022</u>	<u>2021, 2022</u>	<u>2021, 2022</u>
1. Preliminary contribution (D. + E. + F.)	27,528	36,015	57,232	76,105
2. Admin expense (prior year x 1.035)	<u>13,809</u>	<u>13,809</u>	<u>13,809</u>	<u>13,809</u>
3. Annual contribution (1. + 2.)	41,337	49,824	71,041	89,914
4. Estimated Member Contributions	(21,600)	(21,600)	(21,600)	(21,600)
5. Estimated State Aid	<u>(89,593)</u>	<u>(89,593)</u>	<u>(89,593)</u>	<u>(89,593)</u>
6. Estimated City contribution (3. + 4. + 5., not less than zero)	0	0	0	0
7. Estimated change in City contribution		0	0	0
H. Funded ratio	122.68%	116.85%	103.69%	92.25%

Other than the potential benefit increases and census changes shown above, all results in this exhibit are based on the census data, assets, assumptions, methods, plan provisions, and additional risk assessment disclosed in the 1/1/2020 actuarial valuation report dated 3/4/2020. All liability results and estimated contributions are presented as of 1/1/2020. Please note that results calculated using updated assets and liabilities may be substantially different. Additional pension risk information is included in the 2020 actuarial funding report.

¹Three Active members with the largest Plan Active liability were excluded from this exhibit for representation purposes. The AAL and special fund assets were reduced by the resulting lump sum distributions assuming payouts immediately as of 1/1/2021.

²Lump sum benefit multipliers are assumed to be frozen at termination for vested terminated members.

FAIRMONT FIRE DEPARTMENT RELIEF ASSOCIATION

Addendum to January 1, 2020 Actuarial Valuation

Projected Benefit Cost Schedule

Lump sum multiplier for active members: Years of Service	Current Plan	Option #1	Option #2	Option #3
	\$3,800	\$4,000	\$4,500	\$5,000
10	\$22,800	\$24,000	\$27,000	\$30,000
11	\$26,752	\$28,160	\$31,680	\$35,200
12	\$31,008	\$32,640	\$36,720	\$40,800
13	\$35,568	\$37,440	\$42,120	\$46,800
14	\$40,432	\$42,560	\$47,880	\$53,200
15	\$45,600	\$48,000	\$54,000	\$60,000
16	\$51,072	\$53,760	\$60,480	\$67,200
17	\$56,848	\$59,840	\$67,320	\$74,800
18	\$62,928	\$66,240	\$74,520	\$82,800
19	\$69,312	\$72,960	\$82,080	\$91,200
20	\$76,000	\$80,000	\$90,000	\$100,000
21	\$79,800	\$84,000	\$94,500	\$105,000
22	\$83,600	\$88,000	\$99,000	\$110,000
23	\$87,400	\$92,000	\$103,500	\$115,000
24	\$91,200	\$96,000	\$108,000	\$120,000
25	\$95,000	\$100,000	\$112,500	\$125,000
26	\$98,800	\$104,000	\$117,000	\$130,000
27	\$102,600	\$108,000	\$121,500	\$135,000
28	\$106,400	\$112,000	\$126,000	\$140,000
29	\$110,200	\$116,000	\$130,500	\$145,000
30	\$114,000	\$120,000	\$135,000	\$150,000
31	\$117,800	\$124,000	\$139,500	\$155,000
32	\$121,600	\$128,000	\$144,000	\$160,000
33	\$125,400	\$132,000	\$148,500	\$165,000
34	\$129,200	\$136,000	\$153,000	\$170,000
35	\$133,000	\$140,000	\$157,500	\$175,000
36	\$136,800	\$144,000	\$162,000	\$180,000
37	\$140,600	\$148,000	\$166,500	\$185,000
38	\$144,400	\$152,000	\$171,000	\$190,000
39	\$148,200	\$156,000	\$175,500	\$195,000
40	\$152,000	\$160,000	\$180,000	\$200,000
41	\$155,800	\$164,000	\$184,500	\$205,000
42	\$159,600	\$168,000	\$189,000	\$210,000
43	\$163,400	\$172,000	\$193,500	\$215,000
44	\$167,200	\$176,000	\$198,000	\$220,000
45	\$171,000	\$180,000	\$202,500	\$225,000
46	\$174,800	\$184,000	\$207,000	\$230,000
47	\$178,600	\$188,000	\$211,500	\$235,000
48	\$182,400	\$192,000	\$216,000	\$240,000
49	\$186,200	\$196,000	\$220,500	\$245,000

FAIRMONT FIRE DEPARTMENT RELIEF ASSOCIATION

Addendum to January 1, 2020 Actuarial Valuation
Updated to Reflect September 29, 2021 Assets and Liabilities

Projected Cost of Benefit Increases

	Current Plan	Option #1	Option #2	Option #3
Lump sum multiplier for active members ¹ :	\$3,800	\$4,000	\$4,500	\$5,000
Benefit effective September 29:	2021	2021	2021	2021
Liability and asset measurement date of September 29, 2021				
A. Actuarial accrued liability (AAL)				
1. Active members	\$ 1,100,733	\$ 1,158,650	\$ 1,303,442	\$ 1,448,233
2. Vested terminated members	21,223	21,223	21,223	21,223
3. Retired members	174,495	174,495	174,495	174,495
4. Spouses receiving benefits	99,305	99,305	99,305	99,305
5. Disabled members receiving benefits	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
6. Total actuarial accrued liability	1,395,756	1,453,673	1,598,465	1,743,256
7. AAL change from current benefit rate		57,917	202,709	347,500
B. Special fund assets	1,976,977	1,976,977	1,976,977	1,976,977
C. Unfunded actuarial accrued liability (A.6. - B.)	(581,221)	(523,304)	(378,512)	(233,721)
D. Credit for surplus	(58,122)	(52,330)	(37,851)	(23,372)
E. Amortization payment	N/A	N/A	N/A	N/A
F. Normal cost	54,653	57,528	64,715	71,902
G. Annual contribution payable:	<u>2022, 2023</u>	<u>2022, 2023</u>	<u>2022, 2023</u>	<u>2022, 2023</u>
1. Preliminary contribution (D. + E. + F.)	(3,469)	5,198	26,864	48,530
2. Estimated admin expense (FYE20 amount x 1.035)	<u>16,737</u>	<u>16,737</u>	<u>16,737</u>	<u>16,737</u>
3. Annual contribution (1. + 2.)	13,268	21,935	43,601	65,267
4. Estimated Member Contributions	(21,310)	(21,310)	(21,310)	(21,310)
5. Estimated State Aid	<u>(95,847)</u>	<u>(95,847)</u>	<u>(95,847)</u>	<u>(95,847)</u>
6. Estimated City contribution (3. + 4. + 5., not less than zero)	0	0	0	0
7. Estimated change in City contribution		0	0	0
H. Funded ratio	141.64%	136.00%	123.68%	113.41%

Results in this exhibit are based on the census data, assumptions, methods, plan provisions, and additional risk assessment disclosed in the 1/1/2020 actuarial valuation report dated 3/4/2020 with the following exceptions: 1) three participants that received a lump sum payout in 2020 have been removed from the data, 2) benefit multipliers have been changed as shown in each column's header, 3) liability results and assets were updated to 9/29/2021, and 4) estimated admin expense, member contributions, and state aid were updated based on fiscal year end 2020 payments. Please note that results calculated as of a date other than 9/29/2021 may be substantially different. Additional pension risk information is included in the 2020 actuarial funding report.

¹Lump sum benefit multipliers are assumed to be frozen at termination for vested terminated members.



Fairmont City Council
October 11, 2021

Agenda Item: 10.1

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Review and Discussion of Krause Anderson Contract

Policy/Action Requested: For discussion

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation:

Overview: Councilor Kawecky has requested that this topic be put on the City Council Agenda for review and discussion.

Budget Impact: None

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
October 11, 2021

Agenda Item: 10.2

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Review and Discussion of RFP for Community Center

Policy/Action Requested: For discussion

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation:

Overview: Councilor Kawecky has requested that this topic be put on the City Council Agenda for review and discussion.

Budget Impact: None

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
October 11, 2021

Agenda Item: 10.3

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Update on Grant Street Project

Policy/Action Requested: For discussion

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation:

Overview: Councilor Kawecki has requested that this topic be put on the City Council Agenda for review and discussion.

Budget Impact: None

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
October 11, 2021

Agenda Item: 12.1

From: Cathy Reynolds
To: Mayor and City Council

Subject: Performance Evaluation for City Administrator

Policy/Action Requested: Motion to go into closed session pursuant to Minnesota Statute 13D.05, Subd. 3(a)

Vote Required: Simple Majority Roll Call

Recommendation:

Overview:

A closed meeting will be held for a performance evaluation for the City Administrator pursuant to Minn. Stat. 13D.05, Subd. 3(a).

Budget Impact:

Attachments:

Council Action: _____ Date: _____