

FAIRMONT CITY COUNCIL AGENDA

Monday, December 12, 2022, 6:00 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
 - 4.1 Quarterly Employee Years of Service Recognition (03)
 - 4.2 Presentation of Certificates of Election (04)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (08)
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, November 28, 2022 (09)
 - B. **Check Registers**
 - C. **Other**
 - 6.C.1 Designate Polling Place (12)
 - 6.C.2 Temporary On-Sale Liquor Licenses for Martin County Preservation Association, d/b/a Red Rock Center (14)
 - 6.C.3 2023 Miscellaneous License Renewals (18)
 - 6.C.4 New FEDA Board Appointment (20)
 - 6.C.5 Instrument Landing System (ILS) Design Services (21)
 - 6.C.6 Purchase of Pickup Trucks (24)
7. **Public Hearings**
 - 7.1 Ordinance 2022-14 Amending Chapter 26 of the City Code Regarding Water-oriented Accessory Structures (38)

7.2	Payable 2023 Property Tax Levy, 2023 Budget & Public Comment	(53)
8.	Old Business	
8.1	Community Center	(75)
9.	New Business	
9.1	Payable 2023 Property Tax Levy, 2023 Budget and Utility Rate Increases	(76)
9.2	De-certifying TIF Districts	(85)
9.3	Conditional Use Permit Request for a Boathouse at 420 Lake Aires Rd.	(87)
9.4	AFSCME Union Contract Approval	(96)
9.5	LELS Union Contract Approval	(130)
9.6	Non-Union Employees Wage and Policy Changes	(150)
9.7	Accepting Donations to the City	(158)
10.	Council Discussion	
11.	Staff/Liaison Reports	
A.	Public Works	
B.	Finance	
C.	City Administrator	
D.	Mayor/Council	
	Hasek – PUC	
	Kawecki – Planning Commission	
	Miller - CER	
12.	Adjournment	



Fairmont City Council
December 12, 2022

Agenda Item: 4.1

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

Subject: Quarterly Employee Years of Service Recognition

Policy/Action Requested: Recognition of employees for years of service
Vote Required: ___ Simple Majority ___ Roll Call

Recommendation:

Overview: The City would like to recognize the following employees for their years of service:

- Mark Drever, Streets – 10 years
- Paul Hargan, Fire – 15 years
- Jeff Miller, Fire – 15 years
- Brandon Scott, Fire – 20 years

Budget Impact: N/A

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
December 12, 2022

Agenda Item: 4.2

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

Subject: Certificates of Election

Policy/Action Requested: Presentation of Certificates of Election

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation:

Overview: The time for requesting a recount has elapsed. The City Clerk will present the following Certificates of Election:

Lee C. Baarts - Mayor

Jay Maynard – Ward 1 City Council Member

Deb Foster – Ward 3 City Council Member

Budget Impact: N/A

Attachments: Certificates of Election

Council Action: _____ Date: _____

Certificate of Election

This is to certify that:

Lee C. Baarts

of the City of Fairmont, County of Martin, State of Minnesota,

has been elected to the office of:

Mayor

at the Election held the 8th day of November 2022, in the City of Fairmont, County of Martin, State of Minnesota, as appears from the official election returns and canvass, is hereby declared duly elected to said office.

You will take office on Monday, January 9, 2023, upon taking the oath of office and filing the oath with the City Clerk.

Witness by my hand at the City of Fairmont,
Minnesota this 12th day of December 2022.



Patricia J. Monsen

Patricia J. Monsen, CMC, City Clerk

Certificate of Election

This is to certify that:

Jay Maynard

of the City of Fairmont, County of Martin, State of Minnesota,

has been elected to the office of:

Ward 1 City Council Member

at the Election held the 8th day of November 2022, in the City of Fairmont, County of Martin, State of Minnesota, as appears from the official election returns and canvass, is hereby declared duly elected to said office.

You will take office on Monday, January 9, 2023, upon taking the oath of office and filing the oath with the City Clerk.

Witness by my hand at the City of Fairmont,
Minnesota this 12th day of December 2022.



Patricia J. Monsen

Patricia J. Monsen, CMC, City Clerk

Certificate of Election

This is to certify that:

Deb Foster

of the City of Fairmont, County of Martin, State of Minnesota,

has been elected to the office of:

Ward 3 City Council Member

at the Election held the 8th day of November 2022, in the City of Fairmont, County of Martin, State of Minnesota, as appears from the official election returns and canvass, is hereby declared duly elected to said office.

You will take office on Monday, January 9, 2023, upon taking the oath of office and filing the oath with the City Clerk.

Witness by my hand at the City of Fairmont,
Minnesota this 12th day of December 2022.



Patricia J. Monsen

Patricia J. Monsen, CMC, City Clerk



Fairmont City Council
December 12, 2022

Agenda Item: 5

From: Cathy Reynolds, City Administrator

To: Mayor and City Council

Subject: Public Discussion/Comment

INDIVIDUAL COMMENTS ARE LIMITED TO 3 MINUTES

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

Budget Impact: N/A

Attachments: N/A

Council Action: _____ Date: _____



Fairmont City Council
December 12, 2022

Agenda Item: 6.A.1

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

Subject: Council Minutes from Regular Meeting on November 28, 2022

Policy/Action Requested: To Approve City Council Minutes from November 28, 2022

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

Budget Impact: N/A

Attachments: City Council Minutes Regular Meeting, November 28, 2022

Council Action: _____ Date: _____

The minutes of the Fairmont City Council meeting held on Monday, November 28, 2022, at the City Hall Council Chambers.

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

Council Members Wayne Hasek, Randy Lubenow, Michele Miller and Bruce Peters were present. Council Member Britney Kawecki was absent. Also in attendance: City Administrator Cathy Reynolds, Finance Director Paul Hoye, Chief of Police Mike Hunter, City Clerk Patricia Monsen and City Attorney Mark Rahrlick, via telephone.

Council Member Hasek made a motion to approve the agenda as presented. Council Member Miller seconded the motion and the motion carried.

During Public Comment, Resident Beth Kloeckner spoke in support of the community center. Resident Terry Riggs expressed empathy for the council's hard decisions on the community center.

Council Member Miller made a motion to approve the Consent Agenda. Council Member Peters seconded the motion and the motion carried. Items on the Consent Agenda were: minutes from the November 14, 2022 city council meeting; payment of the November accounts payable; Purchase Order 14479 for Stella-Jones in the amount of \$48,379, poles for the line department; housing demolition funds for 819 Reiman Court; and approval of **Resolution 2022-39**, premises permit for charitable gambling at Fairmont Brewing Company.

Council Member Peters made a motion to approve **Resolution 2022-40** approving the language to amend the charter and directing staff to take the necessary actions to implement the change. Council Member Lubenow seconded the motion and the motion carried.

Council Member Miller made a motion to authorize moving forward with the design and purchase of a new ice compressor mechanicals, up to \$2,000,000, with the remainder of the sales tax proceeds to be placed in reserves for lakes, parks, trails, other recreational amenities and upon a contract with a community center operator, upgrades to the Southern Minnesota Educational Campus for the purpose of a community center. Council Member Peters seconded the motion. On roll call: Council Members Hasek, Miller and Peters voted aye. Council Member Lubenow voted nay. Mayor Foster declared said motion passed.

Hoye stated that the December 12, 2022, council meeting will begin at 6:00 p.m. and will be the 2023 budget meeting. He also stated that the Public Utilities Commission has proposed rate increases for water, sewer and electric for 2023.

Reynolds stated that the City Engineer/Public Works Director's position has been posted and will be closing on December 6th. She also stated that there are openings on city boards and commissions and if anyone is interested, they should complete an application, which can be found on the city's website, and submit it.

At 6:24 p.m., Council Member Miller made a motion to go into closed session, pursuant to Minnesota Statute 13D.03, Subd. 1(b) for discussion of labor negotiation strategies. Council Member Hasek seconded the motion and the motion carried.

The closed session began at 6:30 p.m. Council Member Peters made a motion to return to open meeting. Council Member Miller seconded the motion and the motion carried. Council returned to open meeting at 6:43 p.m.

A motion was made by Council Member Miller, seconded by Council Member Peters and carried to adjourn the meeting at 6:43 p.m.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
December 12, 2022

Agenda Item: 6.C.1

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

Subject: Designating Polling Place for 2023

Policy/Action Requested: To adopt Resolution 2022-41, establishing the City of Fairmont’s 2023 Polling Place

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Minn. Stat. 204B.16, Subd. 1 requires that all cities establish polling places for the following year by ordinance or resolution by December 31st. There is an exception that allows the city to change a polling place if the designated polling place becomes unavailable. Attached Resolution 2022-41 satisfies this requirement.

Budget Impact: N/A

Attachments: Resolution 2022-41

Council Action: _____ Date: _____

C I T Y O F L A K E S

RESOLUTION NO. 2022-41

DESIGNATE POLLING PLACE FOR 2023

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

WHEREAS, Minnesota Statute § 204B.16, Subd. 1 states that municipalities must designate precinct polling places for all elections by December 31 for the upcoming year, and;

WHEREAS, the City of Fairmont has the ability to change the polling location mid-year for an emergency or if the polling place becomes unavailable. If the location of a polling place has been changed, the City of Fairmont will send to every affected household with at least one registered voter in the precinct a non-forwardable mailed notice stating the location of the new polling place at least 25 days before the next election. The secretary of state shall prepare a sample of this notice. A notice that is returned as undeliverable must be forwarded immediately to the County Auditor.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Fairmont City Council designates the boundaries of the voting precincts and polling place for 2023 as follows:

Precinct Name – City of Fairmont

Polling Place Location – Knights of Columbus Hall, 920 East Tenth Street, Fairmont, MN

PASSED, APPROVED AND ADOPTED, this 12th day of December 2022.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
December 12, 2022

Agenda Item: 6.C.2

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

Subject: Temporary On-Sale Liquor Licenses for Martin County Preservation Association, d/b/a Red Rock Center

Policy/Action Requested: To Approve three Temporary On-Sale Liquor Licenses for Martin County Preservation Association, d/b/a Red Rock Center for January 21, 2023; March 4, 2023; and April 13 and 14, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Martin County Preservation Association, d/b/a Red Rock Center has applied for three temporary liquor licenses for events to be held at the Red Rock Center for the Arts on January 21, 2023; March 4, 2023; and April 13 and 14, 2023.

Budget Impact: N/A

Attachments: Applications

Council Action: _____ Date: _____



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Martin County Preservation Association dba Red Rock Center
 Date of organization: 2005
 Tax exempt number: 38202

Organization Address (No PO Boxes): 222 E Blue Earth Ave.
 City: Fairmont
 State: MN
 Zip Code: 56031

Name of person making application: Sonja Fortune
 Business phone: 507-235-9262
 Home phone:

Date(s) of event: January 21, 2023
 Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: Dan Wheeler
 City: Fairmont
 State: MN
 Zip Code: 56031

Organization officer's name: Jerry Miller
 City: Fairmont
 State: MN
 Zip Code: 56031

Organization officer's name: Andrew Hoaglund
 City: Fairmont
 State: MN
 Zip Code: 56031

Location where permit will be used. If an outdoor area, describe.
 Red Rock Center for the Arts, indoors

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Mutual Insurance, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont
 City or County approving the license

\$50.00
 Fee Amount

Event in conjunction with a community festival Yes No

10,487
 Current population of city

Patricia J. Monsen, City Clerk
 Please Print Name of City Clerk or County Official

 Date Approved

January 21, 2023
 Permit Date

pmensen@fairmont.org
 City or County E-mail Address

 Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



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Name of organization: Martin County Preservation Association dba Red Rock Center
 Date of organization: 2005
 Tax exempt number: 38202

Organization Address (No PO Boxes): 222 E Blue Earth Ave.
 City: Fairmont
 State: MN
 Zip Code: 56031

Name of person making application: Sonja Fortune
 Business phone: 507-235-9262
 Home phone:

Date(s) of event: March 4, 2023
 Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: Dan Wheeler
 City: Fairmont
 State: MN
 Zip Code: 56031

Organization officer's name: Jerry Miller
 City: Fairmont
 State: MN
 Zip Code: 56031

Organization officer's name: Andrew Hoaglund
 City: Fairmont
 State: MN
 Zip Code: 56031

Location where permit will be used. If an outdoor area, describe.
 Red Rock Center for the Arts, indoors

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Mutual Insurance, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont
 City or County approving the license

\$50.00
 Fee Amount

Event in conjunction with a community festival Yes No

10,487
 Current population of city

Patricia J. Monsen, City Clerk
 Please Print Name of City Clerk or County Official

 Date Approved

March 4, 2023
 Permit Date

pmonsen@fairmont.org
 City or County E-mail Address

 Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Martin County Preservation Association dba Red Rock Center
 Date of organization: 2005
 Tax exempt number: 38202

Organization Address (No PO Boxes): 222 E Blue Earth Ave.
 City: Fairmont State: MN Zip Code: 56031

Name of person making application: Sonja Fortune
 Business phone: 507-235-9262
 Home phone:

Date(s) of event: April 13, 2023-April 14, 2023
 Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: Dan Wheeler
 City: Fairmont State: MN Zip Code: 56031

Organization officer's name: Jerry Miller
 City: Fairmont State: MN Zip Code: 56031

Organization officer's name: ANdrew Hoaglund
 City: Fairmont State: MN Zip Code: 56031

Location where permit will be used. If an outdoor area, describe.
 Red Rock Center for the Arts. indoors

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Mutual Insurance, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont
 City or County approving the license
\$50.00
 Fee Amount

April 13-April 14, 2023
 Date Approved
 Permit Date

Event in conjunction with a community festival Yes No
10,487
 Current population of city

City or County E-mail Address

Patricia J. Monsen, City Clerk
 Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Fairmont City Council
December 12, 2022

Agenda Item: 6.C.3

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

Subject: 2023 Miscellaneous License Renewals

Policy/Action Requested: To approve the 2023 Renewals for Cigarette, Refuse Hauling, Taxi and Theater Licenses

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The 2022 Cigarette, Refuse Hauling, Taxi and Theater Licenses expire on December 31, 2022. Applications for renewal of licenses and fees have been received from applicants on the attached list.

****NOTE:** Approval of Walgreens cigarette license will be contingent upon receipt of all documentation and license renewal fees.

Budget Impact: N/A

Attachments: List of 2023 Miscellaneous License Renewals

Council Action: _____ Date: _____

2023 MISCELLANEOUS LICENSE RENEWALS

Cigarette Licenses

Casey's General Store
Fareway Store
Fairmont Shell
Smokey Tobacco Shop, Inc.
IYS Ventures, LLC
Hy-Vee
Hy-Vee C-Store
Kwik Trip, Inc.
Poppe Oil Company
Shenanigan's Cheer and Chow
Whoa N' Go
Whoa N' Go South
Walgreens
Wal-Mart

Refuse Hauling Licenses

Hometown Sanitation
LJP Waste Solutions
Waste Management
Chamness Technology, Inc., d/b/a Green RU
B & B Sanitation & Recycling, LLC

Taxi License

Crystal Gruber, d/b/a Crystal's Taxi Cab

Theater License

Fairmont Theatre



Fairmont City Council
December 12, 2022

Agenda Item: 6.C.4

From: FEDA Coordinator, Ned Koppen
To: Mayor and City Council

Subject: New FEDA Board Member

Policy/Action Requested:

Vote Required: Simple Majority Roll Call

Recommendation: Approval of Brian Roggow to the FEDA Board

Overview: With a vacant spot on the FEDA board due to the resignation of board member Mike Wubbena, we have an application to fill this vacant spot on the board. Brian Roggow, managing partner at the Fairmont Veterinary Clinic, has applied for the vacant spot. Mr. Roggow brings vast experience in the area of agri-business as well as business in general. He is also a long-time member of the Fairmont community. His passion for our community and business expertise will serve the FEDA board very well.

Budget Impact:

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
December 12, 2022

Agenda Item: 6.C.5

From: Lee Steinkamp, Airport Manager
To: Mayor and City Council

Subject: Instrument Landing System (ILS) Design Services

Policy/Action Requested: Motion to approve purchase order 14486 for ILS Design Services by KLJ Engineering for \$50,000

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval.

Overview:

The ILS Design Grant (State Project Number A4601-58) was approved by council on June 13, 2022. It is a 70% State and 30% local share grant. The city will get 70% of the cost reimbursed from the grant. The attached invoice is for professional design services for the new Instrument Landing System (ILS).

Budget Impact: \$50,000 from Reserve Funds

Attachments: Invoice #10180689 from KLJ Engineering, Purchase Order Form 14486

Council Action: _____ Date: _____



Invoice

Invoice Number: 10180689
 Invoice Date: 11/22/2022
 Invoice Terms: NET 30

To: FAIRMONT MUNICIPAL AIRPORT
 CITY OF FAIRMONT
 100 DOWNTOWN PLZ
 FAIRMONT, MN US 56031

Please Remit To
 KLJ Engineering LLC
 PO Box 4130
 Bismarck, ND 58502
 Phone: 701.250.5996

Project: 2205-00594
 Manager: BRAUNAGEL, JAKE J
 Professional Services for the Period Ending 11/12/2022

Fairmont Municipal Airport - Instrument Landing System (ILS) Replacement

Task: 2 **Design**

Contract Maximum:	\$54,459.69
Previous Billings Against Maximum:	\$0.00
Current Billings Against Maximum:	\$50,000.00
Budget Remaining After Invoice:	\$4,459.69

Lump Sum: \$50,000.00

Project Subtotal:	\$0.00
Fees:	\$50,000.00
Billing Total:	\$50,000.00

Current Invoice Amount

\$50,000.00



Fairmont City Council
December 12, 2022

Agenda Item: 6.C.6

From: Nick Lardy, Supt. of Streets and Parks
To: Mayor and City Council

Subject: Purchase of Pickup Trucks

Policy/Action Requested:

Vote Required: Simple Majority Roll Call

Recommendation: Staff requests approval to complete these purchases

Overview:

Attached is purchase order #14498 for a new pickup. This truck is for the Fire Department. This will be an additional vehicle to the fleet. Staff is recommending approval of the purchase. The state bid cost is \$39,722.00.

Attached is purchase order #14497 for a new pickup. This truck is for the Line Department and is replacing a 2007 Ford Ranger. The Ranger will be passed down to the Park Department for the summer staff. Staff is recommending approval of the purchase. Total state bid cost is \$37,800.80.

Attached is purchase order #14309 for a new pickup. This truck is for the Water Plant and is replacing a 2007 Ford Ranger pickup. The Ranger will be sold on minnbid.org as its useful life has been exceeded. Staff is recommending approval of the purchase. Total state bid cost is \$49,744.35.

Attached is purchase order #14491 for a new pickup. This truck is for the Wastewater Plant and is replacing a 2002 Ford Ranger pickup. The Ranger will be passed on to the Park Department for summer staff. Staff is recommending approval of the purchase. Total state bid cost is \$39,258.54.

Attached is purchase order #14492 for a new pickup. This truck is for the Water Plant and is replacing a 2001 Ford F-350 pickup which will be sold on minnbid.org as its useful life has been exceeded. Staff is recommending approval of the purchase. Total state bid cost is \$38,258.54.

Attached is purchase order #14499 for a new pickup. This truck is for the Street Department and is replacing a 1993 Chevrolet K-1500 which will be sold on minnbid.org as it has passed its useful life. Staff is recommending approval of the purchase. Total state bid cost is \$38,477.54.

Budget Impact:

P.O. #14498 - \$35,000 for the purchase was included in the 2022 Fairmont Fire Department CIP. The deficit will come from contingency (\$4,722.00).

P.O. #14497 - \$35,000 for the purchase was included in the 2022 Line Department CIP. The deficit will come from contingency (\$2,800.80).

P.O. #14309 – The purchase was included in the Water Plant CIP (\$55,000.00).

P.O. #14491 – The purchase was included in the 2022 Wastewater Plant CIP (\$55,000).

P.O. #14492 – The purchase was included in the 2023 Water Plant CIP (\$55,000).

P.O. #14499 – The purchase was included in the 2023 Street Department CIP (\$55,000).

Attachments:

P.O. #14498 to North Country GM for \$39,722.00

P.O. #14497 to North Country GM for \$37,800.80

P.O. #14309 to Saxe Belle Plaine for \$49,744.35

P.O. #14491 to Karl Chevrolet for \$38,258.54

P.O. #14492 to Karl Chevrolet for \$38,258.54

P.O. #14499 to Karl Chevrolet for \$38,477.54

Council Action: _____

Date: _____

1101 S.E. ORALABOR ROAD
 ANKENY, IOWA 50021
 www.karlchevrolet.com



PHONE (515) 964-4255
 TOLL FREE 1-800-622-8264
 FAX (515) 964-0845

SALESMAN		DATE	
SALESMAN		11/28/2022	
BUYER FIRST	MI.	LAST	CO-BUYER FIRST
CITY OF FAIRMONT			
STREET ADDRESS			
100 DOWNTOWN PLAZA			
CITY	COUNTY	STATE	ZIP CODE
FAIRMONT	MARTIN	MN	56031
YEAR	NEW/USED	MAKE	MODEL
2023	NEW	CHEVROLET TRUCK	SILVERADO 2500
SERIAL NUMBER		CAR DEAL #	EXTERIOR COLOR
1GC4YLE75PF172680		327456	WHITE SUMMI
TOTAL VALUE PRICE			MILEAGE
		38258.54	12
			STOCK NO.
			87228
<p>lowa law requires us to give you the following notice: You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle. It is customer's responsibility to notify their insurance company of any changes.</p>			
<p>DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO A BUYER FOR THE PREPARATION OF DOCUMENTS AND THE PERFORMANCE OF RELATED SERVICES. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS DETERMINED BY IOWA CODE SECTION 322.19A. THIS NOTICE IS REQUIRED BY LAW.</p>			
<p>The vehicle is not being purchased for export or resale and allows a refund from the customer of any GM moneys paid should that customer resell or export a GM vehicle without the dealer's knowledge.</p>			
<p>Government Sales / Comm Fleet We agree that: (1) transactions where multiple cars are purchased by a single purchaser and payment is delayed ("Bulk Deferred Transactions") are not ordinary course transactions; (2) the Dealership's lender, Ally Bank (along with its affiliates, ("Lender")), has not authorized the Dealership to sell or otherwise dispose of (and has not consented to the sale or other disposition of) vehicles in Bulk Deferred Transactions free of its security interest in the vehicles; (3) the purchase of vehicles in Bulk Deferred Transactions free of the security interest of Lender would violate the terms of the Dealership's financing documents with Lender and the rights of Lender would violate the terms of the Dealership's financing documents with Lender and the rights of Lender in the vehicles; (4) the Purchaser is not a "buyer in ordinary course of business" as defined in the Uniform Commercial Code; and (5) accordingly, the sale of vehicles by the Dealership to the Purchaser in Bulk Deferred Transactions will not extinguish Lender's security interest in the vehicles. Lender's security interest in a vehicle will automatically extinguish when payment is made for that vehicle. This provision may only be changed by written notice from Lender.</p>			
<p>You understand that this agreement (<i>including the terms on the back</i>) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations. However, if you are</p>			
CASH SALE PRICE OF VEHICLE		\$ 38258.54	
USED VEHICLE ALLOWANCE TRADE 1		\$ N/A	
MAKE OF TRADE-IN			
YEAR	MODEL		
SERIAL #			
USED VEHICLE ALLOWANCE TRADE 2		\$ N/A	
MAKE OF TRADE-IN			
YEAR	MODEL		
SERIAL #			
USED VEHICLE ALLOWANCE TRADE 3		\$ N/A	
MAKE OF TRADE-IN			
YEAR	MODEL		
SERIAL #			
MANUFACTURER'S REBATE		\$ N/A	

PLEASE PAY FROM THIS INVOICE - NET DUE 30 DAYS

PLEASE PAY FROM THIS INVOICE - NET DUE 30 DAYS



NORTH COUNTRY GM

BOB OHARA | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2023 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$48,400.00
Dest Charge	\$1,795.00
Total Options	\$2,030.00
	Subtotal
	\$52,225.00
FLEET BID ASSIST	(\$10,215.00)
	Subtotal Pre-Tax Adjustments
	(\$10,215.00)
Less Customer Discount	(\$4,209.20)
	Subtotal Discount
	(\$4,209.20)
Trade-In	\$0.00
	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$37,800.80
Sales Tax	\$0.00
	Subtotal Taxes
	\$0.00
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$37,800.80

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
TK20743	2023 GMC Sierra 2500HD 4WD Crew Cab 159" Pro	\$48,400.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

^{IP} At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17456. Data Updated: Sep 13, 2022 6:52:00 PM PDT.



NORTH COUNTRY GM

BOB OHARA | 218-349-8955 | rwohara01@aol.com

Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30743) 4WD Crew Cab 159" Pro (✓ Complete)

Quote Worksheet

	MSRP
Base Price	\$49,600.00
Dest Charge	\$1,795.00
Total Options	\$2,975.00
Subtotal	\$54,370.00
FLEET BID ASSIST	(\$10,225.00)
Subtotal Pre-Tax Adjustments	(\$10,225.00)
Less Customer Discount	(\$4,423.00)
Subtotal Discount	(\$4,423.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$39,722.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$39,722.00

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
TK30743	2023 GMC Sierra 3500HD 4WD Crew Cab 159" Pro	\$49,600.00

COLORS	
CODE	DESCRIPTION
G7C	Cardinal Red (Available at extra charge.)

EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17456. Data Updated: Sep 13, 2022 6:52:00 PM PDT.



Karl Chevrolet

Dennis Rudolph | 515-299-4409 | d.rudolph@karlchevrolet.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (Complete) (✓)

Quote Worksheet

	MSRP
Base Price	\$47,500.00
Dest Charge	\$1,795.00
Total Options	\$3,940.00
	Subtotal
	\$53,235.00
Govt and Karl Discount	(\$10,594.00)
	Subtotal Pre-Tax Adjustments
	(\$10,594.00)
Less Customer Discount	(\$4,163.46)
	Subtotal Discount
	(\$4,163.46)
Trade-In	\$0.00
	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$38,477.54
Sales Tax	\$0.00
	Subtotal Taxes
	\$0.00
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$38,477.54

Comments:

Government Agencies are allowed 20 days from date of delivery for balance to be paid in full. There will be a \$5.00 per calendar day after 20 days assessed to the account until payment received in full by Karl Chevrolet. By signing below you accept these terms as well as the quote in general.

Dealer Signature / Date

Customer Signature / Date

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 17354. Data Updated: Sep 1, 2022 6:48:00 PM PDT.



Fairmont City Council
December 12, 2022

Agenda Item: 7.1

From: Peter Bode, Planner & Zoning Official
To: Mayor and City Council

Subject: Ordinance 2022-14 Amending Chapter 26 of the City Code Regarding Water-oriented Accessory Structures

Policy/Action Requested: Motion to close the public hearing.
Vote Required: X Simple Majority Roll Call

Recommendation: The Planning Commission recommends approval of Ordinance 2022-14 as drafted.

Overview: At its October 24 meeting, City Council instructed staff to prepare an ordinance bringing the City's management of watercraft and watercraft equipment structures in line with the DNR model and clarifying setbacks related to these structures.

Staff prepared Ordinance 2022-14 to do the following:

- 1. Delete "boathouse" as a definition and a conditional use of the shoreland management district. Our local use of the term "boathouse" conflicts with state rule and DNR's model ordinance.
2. Add "water-oriented accessory structure" as a definition and conditional use of the shoreland management district. This intends to allow one of these structures per lot between 10 and 50 feet from the ordinary high water level (OHWL), no larger than 250 square feet in size, in which a property owner may store watercraft or watercraft equipment.
3. Clarify that water-oriented accessory structures may be placed between 10 and 50 feet from the OHWL, and that accessory structures farther than 50 feet from OHWL are not water-oriented accessory structures and therefore do not need a conditional use permit.

This ordinance has been drafted in cooperation with Minnesota DNR. DNR has the authority to approve or deny amendments to local shoreland management ordinances and has given conditional approval of the amendment. Staff will seek final approval if the ordinance is adopted by City Council.

The Planning Commission met December 6 and recommends the ordinance as drafted. Second reading for this ordinance is scheduled for January 9.

Budget Impact: None

- Attachments: (1) Ordinance 2022-14
(2) Staff memo to Planning Commission
(3) DNR conditional approval

Council Action: Date:

ORDINANCE 2022-14

STATE OF MINNESOTA
COUNTY OF MARTIN
CITY OF FAIRMONT

AN ORDINANCE AMENDING CHAPTER 26 OF THE CITY CODE REGARDING WATER-ORIENTED ACCESSORY STRUCTURES

WHEREAS, the Fairmont City Code regulates the use and location of Boathouses within the city limits; and,

WHEREAS, the Fairmont City Council desires to amend the definition of structures used primarily for storage of boating and marine equipment.

NOW THEREFORE, the City Council of the City of Fairmont does ordain:

- 1. Section 26-1. Definitions of the Fairmont City Code shall be amended as follows (deletions are ~~stricken~~, additions are underlined):**

Sec. 26-1. Definitions.

The following terms, as used in this chapter, shall have the meanings stated:

Abutting or *abuts* means areas or lots whose boundaries at least touch one (1) another at a single point, including areas or lots whose boundaries would touch but for an intervening public right-of-way including streets and alleys.

Accessory structure or use means a subordinate structure or use located on the same lot on which the principal building or use is situated and which is reasonably necessary and incidental to the conduct of the primary use of such building or main use. On waterfront lots accessory structures shall include ~~boathouses~~ water-oriented accessory structures, decks, permanent boat lifts and stairways.

Agricultural means an area in excess of five (5) contiguous acres used for the production of farm crops customary on open tracts of land and the accessory raising of livestock and poultry. The term shall also include incidental retail selling by the producer of products raised on the premises, provided that space necessary for parking of customers vehicles shall be furnished off the public right-of-way. The term does not include commercial feedlots or the commercial feeding of garbage to swine or other animals.

Airport means the municipal airport.

Alley means a public right-of-way twenty (20) feet or less in width, affording a secondary means of access to abutting property.

Apartment means a part of a building consisting of a room or suite of rooms which is used for a semi-permanent residence for one (1) family or an individual, and is equipped with cooking facilities, other than a boardinghouse, hotel or motel.

Automobile repair—major means the general repair, rebuilding or reconditioning of engines, motor vehicles or trailers, including body work, framework, welding and major painting service.

Automobile repair—minor means the replacement of any part or repair of any part which does not require the removal of the engine head or pan, engine, transmission or differential; incidental body and fender work, minor painting and upholstering service when said service above stated is applied to passenger automobiles, and trucks not in excess of seven thousand (7,000) pounds gross vehicle weight.

Automobile wrecking and junkyard means land or buildings where waste, discarded or salvaged materials are bought, kept, sold, stored, exchanged, packed, disassembled, or handled, including, but not limited to, scrap metal, rags, paper, hides, rubber products and products resulting from the wrecking of automobiles, other vehicles, or machinery.

Basement means a portion of a building located partly underground but having half or more of its floor-to-ceiling height below the average grade of the adjoining ground.

Bed and breakfast inn means an owner-or manager-occupied business other than a boardinghouse, hotel or motel, in which a room or rooms are rented on a nightly basis and in which only breakfast is included as part of the basic compensation, and where the rooms are single, habitable units used or intended to be used for living and sleeping, but not for cooking and eating purposes.

Bluff means a topographic feature such as a hill, cliff, or embankment having the following characteristics (an area with an average slope of less than eighteen (18) percent over a distance for fifty (50) feet or more shall not be considered part of the bluff):

- (1) Part or all of the feature is located in a shoreland area;
- (2) The slope rises at least twenty-five (25) feet above the ordinary high water level of the waterbody;
- (3) The grade of the slope from the toe of the bluff to a point twenty-five (25) feet or more above the ordinary high water level averages thirty (30) percent or greater; and
- (4) The slope shall drain toward the waterbody.

Bluff impact zone means a bluff and land located within twenty (20) feet from the top of a bluff.

Boardinghouse means a building other than a hotel containing at least one (1) dwelling unit, where for compensation and by prearrangement for definite periods lodging, or lodging and meals, are provided for one (1) to eight (8) persons not members of the principal family therein.

~~*Boathouse* means an accessory structure primarily used for storage of boating and marine equipment. Boathouses shall not be used for permanent habitation or contain sanitary facilities not connected to the municipal sewer and water system.~~

Building means any structure having a roof which may provide shelter or enclosure of persons, animals or chattel. When a structure is divided by area separation walls without openings, each portion of such building so separated shall be deemed a separate building.

Building height means the vertical distance from the average elevation of the finished lot grade at the front of the building to the highest point of the coping of a flat roof, or the deck line of a mansard roof or to the highest point of a gable, hip or gambrel roof.

Building line means the line beyond which no structure may project.

Bulk materials means uncontained solid matter such as powder, grain, stone, sand, sulphur, etc., that would become airborne if not covered.

Business means any occupation, employment or enterprise wherein merchandise is exhibited or sold, or which occupies time, attention, labor and materials, or where services are offered for compensation.

Clear-cutting means removal of an entire stand of trees or shrubs on waterfront lots.

Commercial animal raising or kennel means any premises where three (3) or more animals at any one (1) time, over six (6) months of age are owned, boarded and bred or offered for sale.

Commercial feedlot means any facility consisting of barns, confinement buildings, corrals, or fenced areas of any kind, for the purpose of breeding or feeding domestic livestock for the sole purpose of retail or wholesale sale. Commercial operation is that use that can be determined to be beyond what is for personal consumption.

Commercial planned unit developments, in shoreland means uses that provide transient, short-term lodging spaces, rooms, or parcels and where the operations are essentially service oriented. For example, hotel/motel accommodations, resorts, recreational vehicle and camping parks, retail, offices and other primarily service-oriented uses as defined in Minnesota Statutes, chapter 394.

Comprehensive plan means a compilation of material, statements, goals, standards and maps adopted by the planning commission and used by the commission in making recommendations for guiding the orderly development of the private and public sectors of the city.

Conditional use means those occupations, vocations, skills, arts, businesses, professions, or uses specifically designated in each zoning use district, which for their respective conduct, exercise or performance in such designated use districts may require reasonable but special, peculiar, unusual or extraordinary limitations, facilities, plans, structures, thoroughfares, conditions, modifications, or regulations in such use district for the promotion or preservation of the general public welfare, health, convenience, or safety therein and in the city and therefore may be permitted in such use district only by a conditional use permit.

Condominium means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided interest in the common elements are vested in the unit owners.

Curb level means the mean level of the curb where it is not already in place.

Daycare, home means a family dwelling in which foster care, supervision and training for children of school or preschool age out of their home is provided during part of a day (less than twenty-four (24) hours) with no overnight accommodations or facilities and children are delivered and removed daily. The number to be cared for in one (1) daycare home shall not exceed ten (10) including the family's own children.

Daycare, group nursery means a service provided to the public, in which six (6) or more children of school or preschool age are cared for during established business hours. No overnight facilities are provided. The children are delivered and removed daily.

Deck in shoreland means a horizontal, enclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and at any point extending more than three (3) feet above ground.

Duplex, triplex, and quad means a dwelling structure on a single lot, having two (2), three (3), and four (4) units respectively, being attached by common walls and each unit equipped with separate sleeping, cooking, eating, living, and sanitation facilities.

Dwelling means that part of a building intended to be occupied for residential purposes, but not including rooms in motels, hotels, nursing homes, boarding houses, trailers, cabins or mobile homes.

Dwelling, attached means a dwelling which is joined to another dwelling at one (1) or more abutting walls.

Dwelling, detached means a single dwelling having a yard on all sides.

Dwelling, multiple means a structure or portion thereof intended and designed for three (3) or more dwellings.

Dwelling, townhouse means a single structure consisting of three (3) or more dwelling units on individual lots having one (1) or more walls abutting with another dwelling and designed to have all exits open directly to the outside.

Dwelling, twin home means two (2) single-family attached dwellings located on individual lots in such a manner that a common party wall is located on the common side lot line.

Dwelling, two-family means a dwelling on a single lot, designed or intended exclusively for occupancy by two (2) families living independently of each other, commonly referred to as a duplex.

Dwelling, zero lot line means two (2) to four (4) single-family dwellings attached by party walls in such a manner that the common party wall(s) are located on the common side or rear lot line(s). This definition includes but is not limited to such common references as twin homes.

Dwelling site means a designated location for residential use by one (1) or more persons using temporary or movable shelter, including camping and recreational vehicle site in the shoreland.

Dwelling unit means any structure or portion of a structure, or other shelter designed as short-or long-term living quarters for one (1) or more persons, including rental or timeshare accommodations such as motel, hotel, and resort rooms and cabins in the shoreland.

Essential services means the erection, construction, alteration, or maintenance of underground or overhead gas, electrical, steam, or water transmission and distribution systems, collection, communication, supply or disposal systems by public utilities, municipal or other governmental agencies.

Extractive use means the use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other nonmetallic minerals, and peat not regulated under Minnesota Statutes, sections 93.44 to 93.51.

Family means one (1) or more persons each related by blood, marriage, or adoption, or group of not more than four (4) persons not so related maintaining a common household and using common cooking and kitchen facilities.

Fence means any partition, structure, wall or gate erected as a dividing marker, barrier or enclosure.

Floor area means the sum of the gross horizontal area of several floors of the building, measured from the exterior faces of the exterior walls.

Floor area, habitable means the same as floor area except that its application is limited to dwellings. It is measured from the interior faces of the interior walls, and excludes all unused cellars, garages, porches, attics, stairways, unimproved basements, storage, utility, heating rooms and similar areas.

Floor area ratio (FAR) means the floor area of the building or buildings on that zoning lot divided by the area of such zoning lot, or, in the case of planned developments-group projects by gross site area.

Forest land conversion means the clear cutting of forested lands to prepare for a new land use other than reestablishment of a subsequent forest stand.

Garage, private means an accessory building or accessory portion of the principal building which is intended for use to store the private passenger vehicles of the family or families resident upon the premises, and in which no business, service or industry is carried on.

Hardship means the property in question cannot be put to reasonable use under the conditions allowed by the official controls; the plight of the landowner is due to circumstances unique to his property, not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone shall not constitute a hardship if a reasonable use for the property exists under terms of the official controls.

Home occupation means an accessory use of a dwelling unit for gainful employment involving the manufacture, provision, or sale of goods and services as regulated by this chapter.

Hotel means a building having provision for nine (9) or more guests in which lodging is provided with or without meals for compensation and which is open to transient or permanent guests or both, and where no provision is made for cooking in any guest room, and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge.

Housepet means a dog, cat or any animal of a type customarily used for a pet by an individual family.

Intensive vegetation clearing means the complete removal of trees or shrubs in a contiguous patch, strip, row, or block.

Large domestic animal means horses, swine, cattle, llamas, camels, buffalo or other like animals.

Livestock means any domestic animal except a house pet—horses, swine, cattle, llamas, camels, buffalo, sheep, goats, rabbits, poultry or other like animals over one (1) year of age.

Lot means land occupied or to be occupied by a building and its accessory buildings together with such open spaces as are required under this chapter and having its principal frontage upon a public street or officially approved access.

Lot area means the area of lot in a horizontal plan bounded by the lot lines.

Lot corner means a lot situated at the junction of and abutting on two (2) or more intersecting streets, or a lot at the point of deflection in alignment of a continuous street, the interior angle of which does not exceed one hundred and thirty-five (135) degrees.

Lot line means the property line bounding a lot except that where any portion of a lot extends into the street right-of-way or a proposed street right-of-way, the line of such street right-of-way shall be the lot line for applying this chapter.

Lot line, front means that boundary of a lot which abuts an existing or dedicated private or public street, and in case of a corner lot it shall be the shortest dimension on a street except that a corner lot in a nonresidential area, shall be deemed to have frontage on both streets.

Lot line, rear means that boundary of a lot which is opposite the front lot line. If the rear lot line is less than ten (10) feet in length, or if the lot forms a point at the rear, the rear lot line shall be a line ten (10) feet in length within the lot, parallel to, and at the maximum distance from the front lot line. In the case of a corner lot in a nonresidential area, such line shall be parallel to the front line facing the existing or proposed main entrance.

Lot of record means a platted lot or metes and bounds parcel which has been recorded in the office of the register of deeds prior to June 30, 1986.

Lot, through means a lot which has a pair of opposite lot lines abutting two (2) substantially parallel streets, and which is not a corner lot. On a through lot, both street lines shall be front lot lines for applying this chapter.

Lot, width means the horizontal distance between the side lot lines of a lot measured parallel to the front lines of the lot at the front building setback line.

Manufactured home, single family means a manufactured, transportable, single-family dwelling unit, suitable for year-round occupancy and containing water supply, waste disposal and electrical conveniences designed for attachment to outside systems. A manufactured home is designed so that it is or may be mounted on wheels and used as a conveyance on highways and streets.

Manufactured home park means a contiguous parcel of land which has been developed and is licensed for the placement of mobile homes.

Mini-storage or self-storage means a building or group of buildings in a controlled access or fenced area that contains varying sizes of individual compartmentalized units, which are accessed by separate exterior doorways for each unit, designed for the storage of property for individuals, organizations and businesses. These are also known as self-storage facilities or mini-warehouse facilities.

Motel means a building or group of detached, semi-detached, or attached buildings containing guest rooms or dwellings, each of which has a separate outside entrance leading directly from the outside of the building, with garage or parking space conveniently located to each unit, and which is designed, used or intended to be used primarily for the accommodation of transient guests traveling by automobile.

Motor fuel station means a retail place of business engaged primarily in the sale of motor fuels, but also may be engaged in supplying goods and services generally required in the operation and maintenance of motor vehicles. These may include sale of petroleum products, sale and servicing of tires, batteries, automotive accessories and replacement items, washing and lubrication services, and the performance of minor automotive maintenance and repair.

Nonconforming building, structure or use means a building, structure or use which does not conform with the district regulations in which it is situated.

Open sales lot means land devoted to the display of goods for sale, rent, lease or trade where such goods are not enclosed within a building.

Ordinary high water level means the boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high water level is the elevation of the top of the bank of the channel. For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool.

Parking space means an area, enclosed in a main building, in an accessory building, or unenclosed, sufficient in size to store one (1) standard automobile, which has adequate access to a public street or alley and permitting satisfactory ingress or egress of an automobile.

Planned development in shoreland means a type of development characterized by a unified site design for a number of dwelling units or dwelling sites on a parcel, whether for sale, rent, or lease, and also usually involving clustering of these units of sites to provide areas of common open space, density increases, and a mix of structure types and land uses. These developments may be organized and operated as condominiums, the time-share condominiums, cooperatives, full fee ownership, commercial enterprises, or any combination of these, or cluster subdivisions of dwelling units, residential condominiums, townhouses, apartment buildings, campgrounds, recreational vehicle parks, resorts, hotels, motels, and conversions of structures and land uses to these uses.

Planned unit development means the improvement of any sized parcel of land on which two (2) or more principal buildings and supporting structures are possible and permitted according to a development plan agreed upon by the city and developer according to conditions set forth in this chapter.

Public open space means any publicly owned open area, including but not limited to the following: parks, playgrounds, school sites, parkways and streets.

Public waters means any waters as defined in Minnesota Statutes, section 105.37, subdivisions 14 and 15. However, no lake, pond or flowage of less than ten (10) acres in size in municipalities and twenty-five (25) acres in size in unincorporated areas need be regulated for the purposes of Minnesota Rules parts 6120.2500 to 6120.3900. A body of water created by a private user where there was no previous shoreland may, at the discretion of the local government, be exempted from Minnesota Rules parts 6120.2500 to 6120.3900.

Residential planned unit development means a use where the nature of residency is nontransient and the major or primary focus of the development is not service-oriented. For example, residential apartments, manufactured home parks, time-share condominiums, townhouses, cooperatives, and full fee ownership residences would be considered as residential planned unit developments.

Semipublic use means the use of land by a private, nonprofit organization to provide a public service that is ordinarily open to some persons outside the regular constituency of the organization.

Sensitive resource management means the preservation and management of areas unsuitable for development in their natural state due to constraints such as shallow soils over groundwater or bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding, or occurrence of flora or fauna in need of special protection.

Setback means the minimum horizontal distance between a structure, sewage treatment system, road, highway, property line, or other facility, from an ordinary high water level of the top of a bluff.

Sewage treatment system means a septic tank and soil absorption system or other individual or cluster type sewage treatment system as described and regulated in MPCA Rules Chapter 7080.

Sewer system means pipelines or conduits, pumping stations, and force main, and all other constructions, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of ultimate disposal.

Shore impact zone means land located between the ordinary high water level of a public water and a line parallel to it at a setback of fifty (50) percent of the structure setback.

Shoreland means land located within the following distance from public waters:

- (1) One thousand (1,000) feet from the ordinary high water level of a lake, pond, or flowage; and
- (2) Three hundred (300) feet from a river or stream, or the landward extent of a flood plain designated by ordinance on a river or stream, whichever is greater.

The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distances and when approved by the Minnesota Commissioner of Natural Resources.

Sign means any outdoor structure either stationary or movable containing any writing, announcements, declaration, demonstration, display, illustration, insignia or illumination used to advertise or promote the distribution of any merchandise or the sale of property or service of any person.

Sign, advertising means a sign which directs attention to a business, commodity, service, or entertainment not exclusively related to the premises where such sign is located.

Sign, business means a sign which directs attention to a business or profession conducted or to a commodity, service or entertainment sold or offered on the premises on which such sign is located.

Significant historic site means any archeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of Minnesota Statutes, section 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota state archeologist or the director of the Minnesota Historical Society. All unplatted cemeteries are automatically considered to be significant historic sites.

Solar collector means any device or structure, or combination thereof, that collects solar radiation and converts it to chemical, electrical, mechanical and thermal energy.

Solar energy means radiant energy (direct, defuse, and reflected) received from the sun.

Steep slope means land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of these regulations. Where specific information is not available, steep slopes are lands having average slopes over twelve (12) percent, as measured over horizontal distances of fifty (50) feet or more, that are not bluffs.

Story means that portion of a building included between the surface of any floor and the surface of the floor next above it; or if there is no floor above, the space between the floor and the ceiling next above. A basement shall be counted as a story.

Street means a dedicated private or public right-of-way not less than fifty (50) feet in width which affords a primary means of access to abutting property, and shall also include avenue, highway, or road, excepting existing public right-of-way of lesser width.

Structure means anything constructed or erected on, or connected to the ground.

Subdivision means land that is divided for the purpose of sale, rent, or lease, including planned unit development.

Surface water-oriented commercial use means the use of land for commercial purposes, where access to and use of a surface water feature is an integral part of the business. Marinas, resorts, and restaurants with transient docking facilities are examples of such use.

Toe of the bluff means the point on a bluff where there is, as visually observed, a clearly identifiable break in the slope, from gentler to steeper slope above. If no break in the slope is apparent, the toe of bluff shall be determined to be the lower end of a fifty-foot segment, measured on the ground, with an average slope exceeding eighteen (18) percent.

Top of the bluff means the point on a bluff where there is, as visually observed, a clearly identifiable break in the slope, from steeper to gentler slope above. If no break in the slope is apparent, the top of bluff shall be determined to be the upper end of a fifty-foot segment, measured on the ground, with an average slope exceeding eighteen (18) percent.

Use means the purpose or activity for which the land or building thereon is designated, arranged or intended, or for which it is occupied, utilized or maintained, and shall include the performance of such activity or defined by the performance standards in this chapter.

Use, accessory means a use subordinate to and serving the principal use or structure on the same lot and customarily incidental thereto.

Use, principal means the main use of land or buildings as distinguished from subordinate or accessory uses. A principal use may be either permitted or conditional.

Use, substandard means any use of shorelands existing prior to June 30, 1986 which is permitted within the applicable zoning district but does not meet the minimum lot area and length or water frontage, structural setbacks, or other dimensional standards of the shoreland management district.

Variance means a modification or variation from provisions of this chapter applying to a particular parcel of property because of undue hardship due to circumstances peculiar and unique to the parcel. Variances shall be limited to height, bulk, density and yard requirements.

Waterfront lots means unplatted land or platted lots whose property line abuts a DNR designated lake or stream.

Water-oriented accessory structure means a watercraft and watercraft equipment storage structure, which, because of the relationship of its use to public water, is located closer to the public water than the normal structure setback. Boathouses given the meaning under Minnesota Statutes, Section 103G.245 are not water-oriented accessory structures. Any structure which complies with the normal structure setback from the public water is not a water-oriented accessory structure.

Wetland means a surface water feature classified as a wetland in the United States Fish and Wildlife Service Circular No. 39 (1971 edition), which is hereby incorporated by reference, is available through the Minitex interlibrary loan system, and is not subject to frequent change.

Wind energy conversion system (WECS) means any device that converts wind power to useable energy, such as electricity or heat. Such devices include: wind charges, windmills, and wind turbines.

Yard means an open space on a lot which is unoccupied and unobstructed from its lowest level to the sky. A yard extends along a lot line at right angles to such lot line to a depth or width specified in the yard regulations for the zoning district in which such lot is located.

Yard, corner means a yard extending along a street right-of-way which is not a front yard.

Yard, front means a yard extending along the full width of the front lot line between side lot lines and extending from the abutting front street right-of-way line to a depth required in the yard regulations for the district in which such lot is located.

Yard, rear means a yard extending along the full width of the rear lot line between the side lot lines and extending toward the front lot line for a depth as specified in the yard regulations for the district in which such lot is located.

Yard, side means a yard extending along the side lot line between the front and rear yards, having a width as specified in the yard regulations for the district in which such lot is located.

Zoning district means an area or areas within the limits of the zoning jurisdiction for which the regulations and requirements governing use are uniform.

(Ord. No. 86-4, § 7.02, 6-30-86; Ord. No. 89-13, § I, 9-25-89; Ord. No. 92-13, 12-14-92; Ord. No. 96-7, 9-23-96; Ord. No. 2016-06, 10-24-16; Ord. No. 2017-07, 7-31-17; Ord. No. 2018-14, 6-25-18)

2. Section 26-503. Shoreland overlay district (SOD) shall be amended as follows (deletions are ~~stricken~~, additions are underlined):

Sec. 26-503. Shoreland overlay district (SOD).

- (a) The shorelands of the city are designated as the shoreland overlay district. The purpose of the shoreland overlay district is to provide for the wise utilization of shoreland areas in order to preserve the quality and natural character of these protected waters of the city.
- (b) Permitted uses in the district are all permitted uses allowed and regulated by the applicable zoning district underlying this shoreland overlay district as indicated on the official zoning map of the city.
- (c) Conditional uses in the district are as follows:
 - (1) All conditional uses and applicable attached conditions allowed and regulated by the applicable zoning district underlying this shoreland overlay district as indicated on the official zoning map of the city.
 - ~~(2) Boathouses.~~
 - (2) One water-oriented accessory structure per lot provided it complies with the following provisions:
 - a. The structure must not exceed ten feet in height and cannot occupy an area greater than 250 square feet.
 - b. The structure or facility is not in the Bluff Impact Zone;
 - c. The setback of the structure or facility from the ordinary high water level must be at least ten feet;
 - d. The structure is not a boathouse as defined under [Minnesota Statutes, Section 103G.245](#);
 - e. The structure or facility must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions;
 - f. The structure must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities;
 - g. Water-oriented accessory structures may have the lowest floor placed lower than the elevation specified in Sec. 26-519 if the structure is designed to accommodate internal flooding, constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.
- (d) Any uses of shorelands in existence prior to June 30, 1984, which are permitted within the applicable underlying zoning district, but do not meet the minimum lot area, setbacks, or other dimensional requirements of this division are substandard uses. Substandard uses other than uses regulated in subsection

(e) shall be allowed to continue. However, any structural alteration or addition to a substandard use on waterfront lots that will increase the substandard dimensions shall not be allowed.

- (e) Prohibited uses are in the district. Any uses which are not permitted or conditional uses as regulated by the applicable zoning district underlying this shoreland overlay district as indicated on the official zoning map of the city.

(Ord. No. 86-4, § 7.11(II)(B)(2), 6-30-86)

3. Section 26-516. Lots and setbacks shall be amended as follows (deletions are ~~stricken~~, additions are underlined):

Sec. 26-516. Lots and setbacks.

In order to reduce the effects of overcrowding, to prevent pollution of waters of the state, to maintain property values and to maintain natural characteristics of shorelands and adjacent water areas, the following standards shall be applied to all shorelands of the protected waters within the city as listed in Division 1 of this article:

- (1) Lot area:

Minimum Lot Area for Sewered Lots (square feet)

	Waterfront Lots	Other Lots
Single	15,000	10,000
Duplex	26,000	17,500
Triplex	38,000	25,000
Quad	49,000	32,500

Minimum Lot Area for Nonsewered Lots (square feet)

	Waterfront Lots	Other Lots
Single	20,000	40,000
Duplex	40,000	80,500
Triplex	60,000	120,000
Quad	80,000	160,000

- (2) Water frontage and lot width:

Minimum Water Frontage and Lot Width for Sewered Lots

	Waterfront Lots	Other Lots
Single	85	85
Duplex	135	135
Triplex	195	190
Quad	255	245

Minimum Water Frontage and Lot Width for Nonsewered Lots

	Waterfront Lots	Other Lots
Single	100	150
Duplex	180	265
Triplex	260	375
Quad	340	490

- (3) Structure setback, except for water-oriented accessory structures as provided in Sec. 26-503, from ordinary high water mark:
 - a. For sewerred lots: fifty (50) feet.
 - b. For unsewered lots: one hundred (100) feet.
- (4) Structure setbacks from road:
 - a. Highways (federal, state & county), fifty (50) feet.
 - b. Municipal roads, thirty (30) feet.
- (5) Structure setback from top of bluff, thirty (30) feet, and no structures except stairways, lifts and landings are allowed in bluff impact zone.
- (6) Structure setback from unplatted cemeteries, fifty (50) feet.
- (7) Sewage systems from ordinary high water level, seventy-five (75) feet.
- (8) Where the requirements of the underlying zoning district as shown on the official map are more restrictive the more restrictive standards shall apply.

(Ord. No. 92-13, 12-14-92)

Passed and adopted by the City Council of Fairmont, Minnesota, this 9th day of January 2023.

Deborah J. Foster, Mayor

ATTEST:

Patricia Monsen, City Clerk

Motion by: Council Member
 Seconded by: Council Member
 All in Favor: Council Member
 Opposed: None
 Abstained: None
 Absent: None

1st Reading: December 12, 2022
 2nd Reading: January 9, 2023



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

Phone (507) 238-9461

Fax (507) 238-9469

MEMORANDUM

TO: Planning Commission
FROM: Peter Bode, Planner & Zoning Official
DATE: December 2, 2022
RE: **Water-oriented Accessory Structures Amendment**

After receiving Planning Commission’s recommendation, City Council denied two conditional use permits for boathouses at its October 24 meeting because they would both violate the shoreland management ordinance’s 50-foot setback from ordinary high water level that applies to all structures. Council also instructed staff to prepare an amendment to City Code clarifying structures used to store watercraft and watercraft equipment and their setbacks.

Staff prepared the attached amendment to do the following:

1. Delete “boathouse” as a definition and a conditional use of the shoreland management district. Our local use of the term “boathouse” conflicts with state rule and DNR’s model ordinance.
2. Add “water-oriented accessory structure” as a definition and conditional use of the shoreland management district. This intends to allow one of these structures per lot between 10 and 50 feet from OHWL, no larger than 250 square feet in size, in which a property owner may store watercraft or watercraft equipment.
3. Clarify that water-oriented accessory structures may be placed between 10 and 50 feet from the ordinary high water level, and that accessory structures farther than 50 feet from the ordinary high water level are not water-oriented accessory structures and therefore do not need a conditional use permit.

Minnesota DNR, which has the authority to approve or deny amendments to local shoreland management ordinances, has given conditional approval of the amendment. Final approval can be granted after the amendment is adopted by City Council.

Respectfully submitted,
Peter Bode, Planner & Zoning Official

Attachments: Proposed Ordinance 2022-14
DNR Conditional Approval



South Region Headquarters
21371 State Highway 15
New Ulm, MN 56073

November 23, 2022

Peter Bode
Planning and Zoning Official
100 Main Street
Fairmont, MN 56031

Re: 2022 Conditional Approval of City of Fairmont’s Shoreland Ordinance Amendment

Dear Mr. Bode:

Thank you for sending your proposed shoreland ordinance amendment to the DNR for conditional approval review. I am pleased to inform you that the proposed amendment is substantially compliant with the statewide rules and hereby approved, provided the conditions of approval in this letter are met.

Ordinance Evaluation

We have reviewed the following sections that you propose to amend in your draft ordinance received on November 14, 2022 for compliance with state shoreland rules (MR 6120.2500 – 6120.3900). Our conditional approval only applies to the specific ordinance sections listed below.

1.) Chapter 26 – Definitions- The definition for water oriented accessory structure includes structures used for “water craft storage”. This is open for interpretation because condition “d” in 503C says a water oriented accessory structure is not a boat house or a boat storage structure. An additional definition for watercraft may be helpful and could include recreational products such as self-propelled paddle boats, canoes, kayaks and jet skis.

2.) Chapter 26 503C adds conditions for Water Oriented Accessory Structures. The listed conditions mirror those in the state’s model shoreland ordinance.

Conditions of Approval

The following conditions must be met before the DNR will issue final approval:

1.) Complete and mail the attached checklist, with proof of adoption of the ordinance amendments by the City Council, to DNR.

Next Steps

Following are the steps for completing and receiving final DNR approval for your amendment:

1. The city council adopts the amendment.
2. Email the completed Ordinance Processing Checklist (attached) and the documents identified on the checklist within 10 days of city council adoption to:
 - a. Dan Girolamo – dan.girolamo@state.mn.us
 - b. Ordinance.review.dnr@state.mn.us

We will review the amendment adopted by the city council for consistency with the above conditions. I will send you a “final approval” letter when the requested documentation is submitted to DNR and accepted as complete.

A shoreland ordinance is an important land use regulation that helps to protect surface water quality, near shore habitat, and shoreland aesthetics of Minnesota’s public waters. We appreciate your efforts to protect these resources for all present and future Minnesotans. Dan Girolamo is available to assist with ordinance technical guidance and to consult with you on other land and water-related projects. Please note that State rules require DNR final approval of shoreland ordinances and amendments for those ordinances to be effective.

Sincerely,



Todd Kolander
South District Manager

Attachments:

Proposed Ordinance amendments with DNR comments
Ordinance Processing Checklist

c: Dan Girolamo, DNR Area Hydrologist
Ordinance.review.dnr@state.mn.us



Fairmont City Council
December 12, 2022

Agenda Item: 7.2

From: Paul Hoye, Finance Director
To: Mayor and City Council

Subject: Payable 2023 Property Tax Levy, 2023 Budget and Public Comment

Policy/Action Requested:

1. Presentation of proposed 2023 Property Tax Levy and 2023 Budget
2. Opportunity for public comment/discussion

Vote Required: _____ Simple Majority _____ Roll Call

Recommendation:

Overview: Paul Hoye, Finance Director will present the proposed 2023 Property Tax Levy and 2023 Budget. There will then be a time for public comment.

Budget Impact:

Attachments:

1. Memo from Cathy Reynolds, City Administrator
2. 2023 Budget
3. Property Tax Comparison
4. Sample Utility Bill

Council Action: _____ Date: _____



MEMO

DATE: December 12, 2022
TO: Mayor and Council
FROM: Cathy Reynolds
RE: 2023 Budget

In April of 2021 the Council and Staff held a strategic planning session. During the session we developed a new mission, vision, and goals for the city. These were then incorporated into a strategic plan that was adopted by the council. This strategic plan forms the base for the staff's budget planning.

One of the goals established in the strategic plan was to enhance and protect community amenities and infrastructure. With this goal in mind staff applied the philosophy of maintaining existing services and infrastructure to our budget development process. As every new service, structure, or additional infrastructure added in the city creates ongoing maintenance costs, we wanted to approach this year with a focus on maintaining existing and not adding to our community's long-term maintenance needs.

The 2023 general fund budget is \$10,537,457. This represents a slight decrease from the preliminary budget. The main changes to the general fund budget for 2023 include the following items:

- Wage increases to implement the Compensation and Classification Study as well as union negotiations for salary adjustments.
- Increased costs for health insurance and workers compensation costs.
- Adding an additional FTE for a Community Development Coordinator. This will be a shared position with the HRA.
- Increased costs for fuel, natural gas, and other goods.

When preparing the capital budget staff's goal was to maintain a flat levy for the capital budget. We have successfully planned the capital budget to accomplish that goal. The projects included in the capital budget are focused on our goal of maintaining existing infrastructure and services. Some of the major projects planned for next year include:

- Gomsrud Park: We have \$2.25M planned to accomplish the first phase of updates on Gomsrud park. We have been working on concept and schematic plans for Gomsrud park to create a master plan that we can follow as we look at these updates.
- Sylvania Park Bandshell: We are budgeting funds to complete a first phase of rehabilitation work on the Band Shell during 2023. The City Band is assisting the city with this project seeking grants and donations to expand the funds available for this work.
- City Hall Security and Accessibility: This work will provide security updates for city hall, remodel the engineering department open office space to accommodate all employees in the department, and provide accessibility updates around city hall.

- **Street Improvement Program:** The city is planning for a \$3.5M street improvement program in 2023. For the last few years, we have targeted a \$3M street improvement program. As material and labor costs have continued to rise, \$100,000 was added to the debt service levy with the preliminary budget to keep up with these costs. This addition, along with a larger bond being paid off is allowing us to budget for a larger street improvement program for 2023.

The budgets for the general fund, capital fund, debt service fund, and economic development fund are supported by the City's property tax levy. The city is looking at a total property tax levy of \$6,490,493. This will be a 8.4% increase to the city's property tax levy but results in an overall decrease in our tax rate from 62.665% in 2022 to 58.645%. When we look across the state the average property tax levy for communities is set to raise by 9.1% based on preliminary budget data. We have provided a comparison document showing the 2021 tax rates, property tax, and 2023 preliminary budget increases for some surrounding and comparable communities. From this document you can see that our tax rate and proposed levy increase falls below several of the communities listed.

The council will also be approving the 2023 budget for the utilities. The Public Utilities Commission reviewed the budget at their November 15, 2022 meeting and then approved and recommended forwarding the budget to the council for approval at their December 6, 2022 meeting. The utilities budget is impacted by many of the same items that we see with the general fund budget. Some of the changes to the budget include:

- **Two proposed full-time employee positions.**
 - This includes a position for a wastewater plant operator. Currently the 4 mechanics in the wastewater department rotate through the plant to maintain operations. With the updates to the plant, and maintaining our Class A lab, we need to provide an employee that can learn the operations and be more focused on the technology, testing, and operations of the plant than the rotational assignment provides. This position will also learn the lab testing to be able to back up the current plant supervisor and the testing that he is responsible for. This will also allow the 4 mechanics to focus on the collection system work.
 - The second position is for a collection and distribution supervisor. The current structure has a single superintendent for both the water and wastewater departments. We then have supervisors for the plants but do not have a supervisory position over the collection and distribution systems. When we evaluated the structure of the two departments staff had recommended going to two superintendents. The council did not authorize the position and a single superintendent was recruited. The superintendent position is fully occupied with the strategic level work for both departments, so we are looking for a supervisory position to assist with the collection and distribution systems.
- **Chemical costs:** Both the Water and the Wastewater departments utilize several different chemicals in their processes. The PUC approved the chemical bids for 2023 at their December 6 meeting and we are seeing increases in costs for all chemicals with some chemicals going up as much as 80% over the 2022 price.
- **Capital Updates:** We continue to work through the phased updates to our wastewater plant. In addition, this year we had a system study completed for our electrical system and a capital improvement plan was developed for our electrical system. We see some of the initial work for this plan showing up with our electrical department projects planned for the 10th Street substation and the new west substation. We have a consultant working on a rate study for our electric department to ensure we are prepared financially for the work that needs to be completed.

Staff has reviewed these budgets and analyzed the projects with the guidance provided by council and the strategic plan, and we recommend council approve the 2023 budget for all city operations.

Budget Overview - Governmental Funds



Revenues

Federal/State Aid	4,998,735	7.8%
Taxes	7,852,270	12.2%
Assessments	212,368	0.3%
Charges For Services	1,541,746	2.4%
GO Bonds	7,000,000	10.9%
Donations	6,000,000	9.3%
Miscellaneous	258,536	0.4%
Proprietary	31,059,112	48.4%
Transfers In	5,279,259	8.2%
Total Revenues	\$ 64,202,026	100%

Expenditures

General Government	1,696,346	2.6%
Public Safety	4,037,540	6.3%
Public Works	2,236,237	3.5%
Parks & Recreation	1,818,834	2.8%
Economic Development	253,550	0.4%
SMEC	84,900	0.1%
Airport	601,368	0.9%
Lake Restoration	13,645	0.0%
Debt Service	2,009,799	3.1%
Capital Projects	18,735,600	29.3%
Proprietary	27,275,535	42.6%
Transfers Out	5,279,259	8.2%
Total Expenditures	\$ 64,042,613	100%

*\$475,000 General Fund Reserves for City Hall security updates

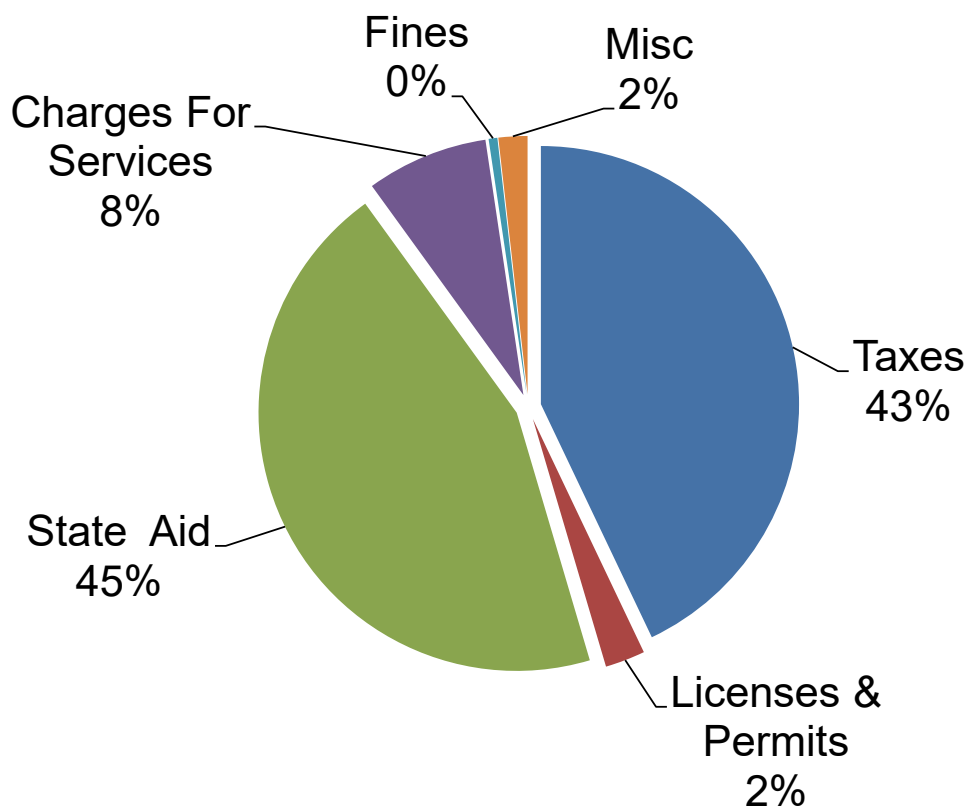
*\$165,000 General Fund Reserves for Sylvania Park Bank Shell

General Fund Revenue Summary



	<u>2022</u>	<u>2023</u>
Taxes	3,492,525	3,894,798
Licenses & Permits	194,300	226,800
State Aid	4,031,001	4,045,327
Charges For Services	648,026	691,946
Fines	48,500	49,500
Misc	171,750	164,086
Transfers In	825,000	825,000
Total Revenues	\$ 9,411,102	\$ 9,897,457

2023 Budget

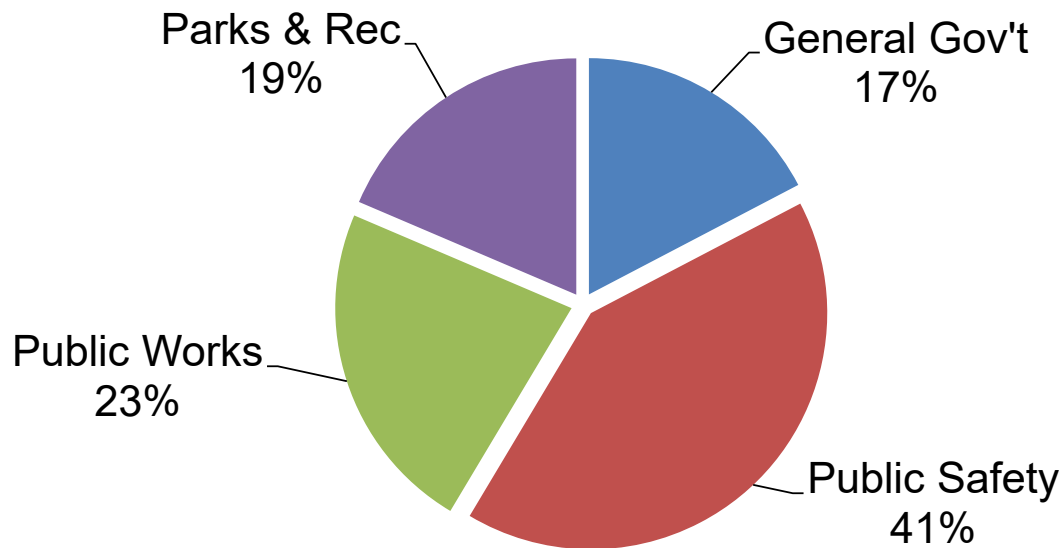


General Fund Expenditure Summary



	<u>2022</u>	<u>2023</u>
General Gov't	1,655,186	1,696,346
Public Safety	3,890,486	4,037,540
Public Works	2,010,219	2,236,237
Parks & Rec	1,650,211	1,818,834
Transfers	205,000	748,500
Total Expenditures	\$ 9,411,102	\$ 10,537,457

2023 Budget



General Fund

Expenditure Detail



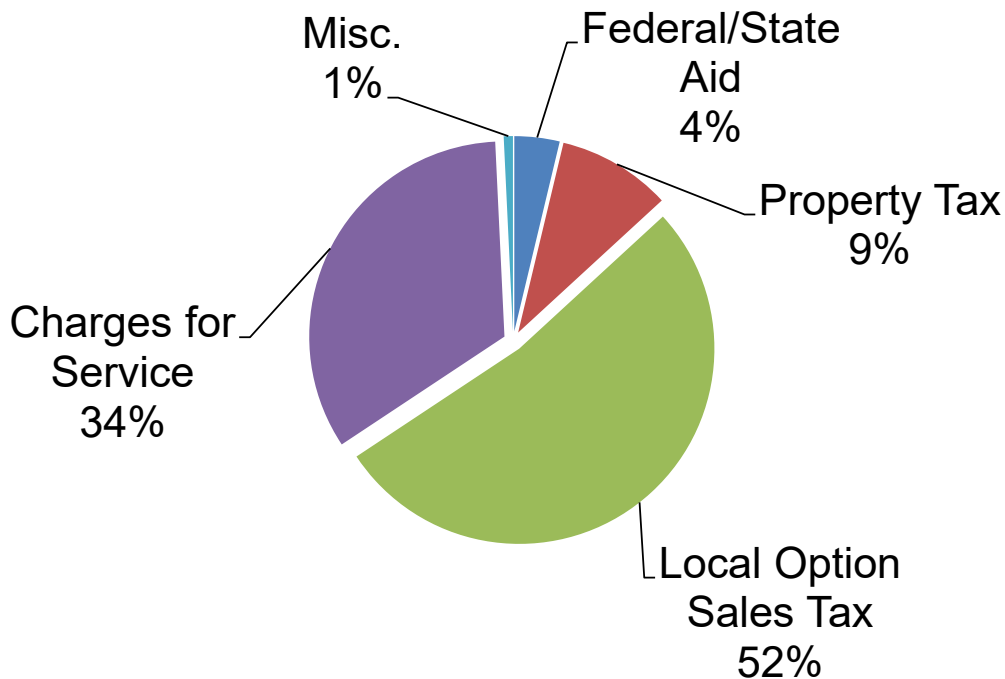
	<u>2022</u>	<u>2023</u>
Mayor and Council	61,527	60,755
City Administrator	148,455	175,611
City Clerk	129,957	123,536
Finance	428,634	447,904
Planning & Zoning	215,023	287,170
Gen. Govt. Bldgs.	156,380	123,960
Library	86,660	86,760
Other General Govt.	428,550	390,650
Total General Govt.	\$ 1,655,186	\$ 1,696,346
Police Department	3,227,248	3,340,820
Fire Department	406,501	392,778
Inspection Dept.	193,983	239,906
Civil Defense	3,615	3,615
Animal Control	59,139	60,421
Total Public Safety	\$ 3,890,486	\$ 4,037,540
Streets	1,417,691	1,504,997
Engineering	412,257	480,307
Health & Sanitation	180,271	250,933
Total Public Works	\$ 2,010,219	\$ 2,236,237
Parks	1,151,964	1,333,142
Aquatic Park	498,247	485,692
Total Parks & Recreation	\$ 1,650,211	\$ 1,818,834
Operations	\$ 9,206,102	\$ 9,788,957
Transfers	\$ 205,000	\$ 748,500
Total General Fund	\$ 9,411,102	\$ 10,537,457

Special Revenue Funds Revenue Summary



	<u>2022</u>	<u>2023</u>
Federal/State Aid	69,408	69,408
Property Tax	175,000	175,000
Local Option Sales Tax	975,000	975,000
Charges for Service	500,382	623,000
Misc.	17,100	14,050
Transfers In	166,000	155,000
Total Revenues	\$ 1,902,890	\$ 2,011,458

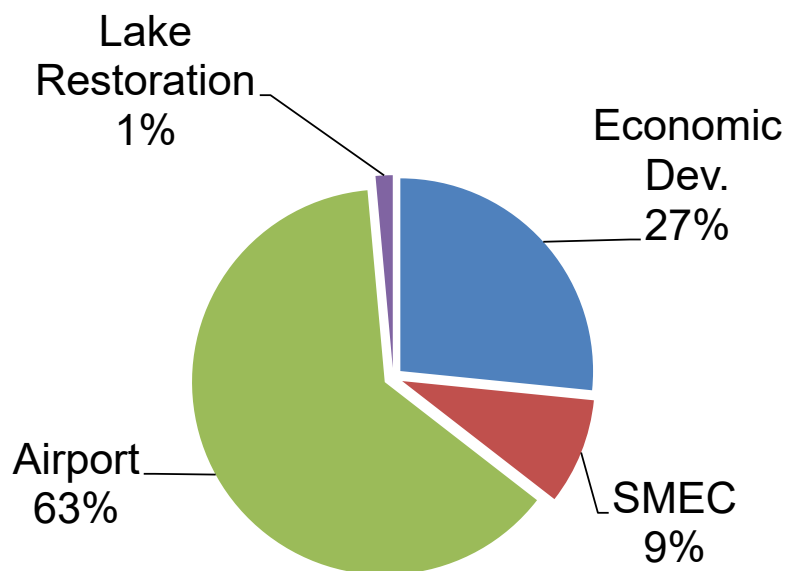
2023 Budget



Special Revenue Funds Expenditure Summary

	<u>2022</u>	<u>2023</u>
Economic Dev.	247,600	253,550
SMEC	86,400	84,900
Airport	504,202	601,368
Lake Restoration	13,645	13,645
Transfers Out	1,020,000	1,876,500
Total Expenditures	<u>\$ 1,871,847</u>	<u>\$ 2,829,963</u>

2023 Budget



Debt Service



Revenues

	<u>2022</u>	<u>2023</u>
Taxes - General	1,457,083	1,557,083
Taxes - Tax Increment	183,750	96,777
Assessments	322,000	209,868
Misc	9,000	12,900
Transfers In	-	27,759
Total Revenues	<u>\$ 1,971,833</u>	<u>\$ 1,904,387</u>

Expenditures

	<u>2022</u>	<u>2023</u>
Improvement Proj.	2,268,784	1,609,381
Tax Increment Proj.	183,750	96,777
G.O. Proj.	-	303,641
Transfers Out	-	-
Total Expenditures	<u>\$ 2,452,534</u>	<u>\$ 2,009,799</u>

Capital Projects



Revenues

	<u>2022</u>	<u>2023</u>
Federal/State Aid	872,500	884,000
Property Tax	903,612	903,612
Franchise Fee	265,000	250,000
Assessments	11,000	2,500
GO Bonds	-	7,000,000
Contributions & Donations	-	6,000,000
Misc.	19,000	18,000
Transfers In	1,696,550	4,271,500
Total Revenues	<u>\$ 3,767,662</u>	<u>\$ 19,329,612</u>

Expenditures

	<u>2022</u>	<u>2023</u>
Capital Projects Fund	1,499,250	4,675,600
Fire Truck Fund	300,000	-
Community Center	3,000,000	10,000,000
Airport Construction	-	560,000
Street Improvements	800,000	3,500,000
Transfers Out	130,000	127,759
Total Expenditures	<u>\$ 5,729,250</u>	<u>\$ 18,863,359</u>

Capital Projects Fund Detail



General Gov't

City Hall security & accessiblity	\$429,000
City Hall conference room update	\$6,000
Industrial Park land purchase	\$724,000
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	\$1,159,000

Library

Roof replacement	\$223,500
Furniture	\$2,000
	<hr/>
	\$225,500

Police

Repalce squad 11 with purchase of 5 or 10	\$19,000
Portable radio replacement plan 4 per year	\$16,000
Replace police bikes (current ones 20 years old)	\$3,500
Replace/Update evidence equipment	\$2,500
Squad car computer/printer rotation (2 per year)	\$14,000
Squad car video camera rotation (2 per year)	\$16,000
Replace officer ballistic vests (7) partial grant	\$10,500
Replace current strion falshlights (25)	\$3,500
Replace two current ballistic shields	\$6,000
	<hr/>
	\$91,000

Fire

5 sets of bunker gear	\$16,500
New face pieces and regulators for air packs (\$40,000 carryover from 2022)	\$40,000
Replace 4 radios	\$13,600
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	\$70,100

Streets

Replace vehicles	\$45,000
Self-propelled paving machine w/ trailer (\$125,000 carryover from 2022)	\$140,000
Replace wood chipper	\$55,000
Replace 4 radios	\$10,000
Stump grinder	\$60,000
Pulverizer bucket	\$12,000
Mini hydro-seeder	\$10,000
Concrete saw	\$10,000
Radio replacement	\$5,000
Contingency	\$20,000
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	\$367,000

Engineering

Replace survey vehicle	\$55,000
Radio replacement	\$2,500
	<hr/>
	\$57,500

Aquatic Park

Replace strainer basket	\$8,000
Landscaping	\$7,500
	<hr/>
	\$15,500

Capital Projects Fund Detail



Parks

Replace Jeep with plow	(\$35,000 carryover from 2022)	\$45,000
UTV (WASC)		\$15,000
Radio Replacement		\$17,500
Replace Garbage Truck (used)	(\$85,000 carryover from 2022)	\$110,000
Skate Park repairs		\$20,000
Gomsrud Boat Landing/Multiple Parking Lots		\$2,250,000
Sylvania Park Band Shell rehab		\$165,000
Contingency		\$10,000
		<u>\$2,632,500</u>

Airport

Paint blue/yellow hangars		\$15,000
Radio replacement		\$2,500
Contingency		\$5,000
		<u>\$22,500</u>

Lake Restoration

Spring nitrate biological treatment (LCCMR grant)		\$10,000
Dutch Creek habitat management		\$25,000
		<u>\$35,000</u>

Total Project Expenses \$4,675,600

Liquor Store Project Funding

Net Income Before Transfers	605,680
Airport Improvements	(236,000)
Skate park repairs	(20,000)
Aquatic Park	(15,500)
Gomsrud Park boat landing & parking lot	(1,275,000)
SMEC	(40,000)
Reduction to Reserves	<u>\$ (980,820)</u>

Preliminary Property Tax Levy Increase



2022 Levy	Debt Service	1,457,083
	Operations	3,527,525
	Capital	903,612
	EDA	100,000
	Total	5,988,220

2023 Levy	Debt Service	1,557,083
	Operations	3,929,798
	Capital	903,612
	EDA	100,000
	Total	6,490,493

Levy Increase: \$502,273 8.4%

2023 Property Tax Rate Impact - 6.4% Decrease*

	Residential Property		
	\$95,000	\$150,000	\$250,000
2022 City Tax	595.01	939.50	1,565.83
2023 City Tax	557.13	879.68	1,466.13
	-37.88	-59.82	-99.70

	Commercial/Industrial Property		
	\$500,000	\$1,000,000	\$2,000,000
2022 City Tax	5,793.55	12,056.85	24,583.45
2023 City Tax	5,424.66	11,289.16	23,018.16
	-368.89	-767.69	-1,565.29

*Percent decrease assumes assessed property valuations remain the same between 2022 and 2023.

Proprietary Funds



<u>Water</u>	<u>2022</u>	<u>2023</u>
Revenue	4,839,135	5,609,556
Plant Expense	1,795,028	1,986,653
Distribution Expense	652,763	802,707
Administration Expense	190,739	211,875
Misc Expense	1,444,263	1,477,042
Transfers Out	157,619	171,330
Total Expenses	4,240,412	4,649,607
Net Income (Loss)	598,723	959,949

<u>Sewer</u>		
Revenue	2,913,732	3,434,521
Plant Expense	961,007	1,194,880
Collection Expense	405,968	476,573
Administration Expense	137,405	136,187
Misc Expense	693,993	690,482
Transfers Out	101,044	104,292
Total Expenses	2,299,417	2,602,414
Net Income (Loss)	614,315	832,107

<u>Storm Sewer</u>		
Revenue	595,000	593,000
Collection Expense	562,469	538,312
Misc Expense	-	-
Total Expenses	562,469	538,312
Net Income (Loss)	32,531	54,688

Proprietary Funds



<u>Electric</u>	<u>2022</u>	<u>2023</u>
Revenue	17,231,820	17,082,910
Purchase Power	11,735,206	12,869,582
Distribution Expense	1,627,711	1,752,138
Administration Expense	705,018	719,070
Misc Expense	706,631	687,039
Transfers Out	681,337	664,378
Total Expenses	15,455,903	16,692,207
Net Income (Loss)	1,775,917	390,703
<u>Liquor Store</u>		
Revenue	4,048,000	4,331,000
Cost of Merchandise	2,844,600	3,068,540
Operating Expense	625,754	656,780
Transfers Out	392,550	1,586,500
Total Expenses	3,862,904	5,311,820
Net Income (Loss)	185,096	(980,820)
<u>Parking Lot</u>		
Revenue	8,125	8,125
Total Expenses	7,675	7,675
Net Income (Loss)	450	450

Proprietary Funds Capital



Water Fund

Ground storage tank study/replacement (Industrial Tank)	\$40,000
Broom for skid Loader	\$6,000
Purchase Enclosed Job Trailer	\$10,000
Tilt bed trailer	\$9,500
Replace truck 3/4 ton	\$55,000
Purchase used Dump truck - Double Axel	\$75,000
Lime press equipment replacement	\$18,000
Lead service line replacments	\$25,000
Miscellaneous capital items (<\$5,000 ea.)	\$5,000
Radio Replacement	\$12,500
Contingency	\$20,000
2023 Improvement Project	\$225,000
	<u>\$501,000</u>

Wastewater Fund

Lift Station rehab/repair/monitoring	\$150,000
Lift Station Panel Updates	\$100,000
Contract jetting of large diameter mains	\$15,000
Radio Replacement	\$7,500
Diffuser Replacement / Aeration Basin Cleaning	\$175,000
Digester Improvements	\$500,000
UV/Solids handling upgrade project	\$4,000,000
Grit Pump Replacement x 2	\$30,000
Vactor replacment	\$550,000
RAS/Scum Pump Replacements	\$40,000
Contingency	\$20,000
Misc Capital items	\$5,000
2023 Improvement Project	\$200,000
	<u>\$5,792,500</u>

Stormwater Fund

Catch basin vactor	\$125,000
MS4 compliance projects	\$50,000
	<u>\$175,000</u>

Electric Fund

New transformers	\$125,000
Underground conductors	\$100,000
Replace high voltage switches	\$120,000
Downtown lighting/bollard/sign replacement	\$100,000
Skid loader EZ spotter attachment & trailer	\$40,000
10th Street sub design	\$60,000
10th Street Sub relay replacement	\$275,000
10th Street Sub distr. breaker replacement (SMMPA)	\$640,000
Replace Power Plant transformer (w/SMMPA)	\$352,500
New west substation	\$632,850
Radio replacement	\$12,500
Replace wood chipper	\$55,000
Rate study update	\$30,000
Street improvement projects	\$40,000
Contingency	\$20,000
	<u>\$2,602,850</u>



Some Photos Courtesy
of Greg Abel

www.Fairmont.org

2021 CITY/COUNTY/SCHOOL TAX RATES

City	Pop.	LGA	County Rate	City Rate	School Rate	Special	Total	% Levy Increase 2023
Alexandria	14,335	1,580,675	45.52	39.08	19.51	2.04	106.14	5.8
North Mankato	14,275	1,955,972	58.48	48.83	21.44	0.49	129.24	10.4
St. Peter	12,066	3,228,416	58.47	51.70	36.86	0.49	147.53	8.5
Worthington	13,947	3,520,454	34.86	56.53	25.29	4.00	120.68	17.0
Marshall	13,628	2,646,488	37.51	58.90	32.33	0.15	128.91	9.0
Owatonna	26,420	4,652,778	57.76	59.53	37.86	0.0	155.15	9.1
Fairmont	10,487	3,670,879	39.90	59.65	23.59	0.38	123.51	8.4
Albert Lea	18,492	5,658,247	63.74	60.34	27.34	2.97	154.39	6.5
Luverne	4,946	1,516,952	22.62	63.36	17.54	0.15	103.67	9.3
Hutchinson	14,599	2,646,397	58.56	63.88	33.54	3.56	159.54	5.9
Jackson	3,323	1,435,198	34.47	65.23	15.64	0.15	115.49	7.5
New Ulm	14,120	4,482,630	41.69	77.97	21.47	1.30	142.43	12.7
Waseca	9,229	3,083,119	67.76	91.00	30.43	1.91	191.10	11.2
Blue Earth	3,174	2,037,200	36.29	101.96	7.28	0.17	145.71	15.0
Winnebago	1,391	549,984	35.30	103.97	5.90	0.17	145.34	17.7

2021 RESIDENTIAL PROPERTY TAX

City	Residential		
	\$95,000	\$150,000	\$250,000
Albert Lea	573.23	905.10	1,508.50
Alexandria	371.26	586.20	977.00
Blue Earth	968.62	1,529.40	2,549.00
Fairmont	566.68	894.75	1,491.25
Hutchinson	606.86	958.20	1,597.00
Jackson	619.69	978.45	1,630.75
Luverne	601.92	950.40	1,584.00
Marshall	559.55	883.50	1,472.50
New Ulm	740.72	1,169.55	1,949.25
North Mankato	463.89	732.45	1,220.75
Owatonna	565.54	892.95	1,488.25
St. Peter	491.15	775.50	1,292.50
Waseca	864.50	1,365.00	2,275.00
Winnebago	987.72	1,559.55	2,599.25
Worthington	537.04	847.95	1,413.25

Source: League of Minnesota Cities, 2021 Property Tax Data

2021 COMMERCIAL/INDUSTRIAL PROPERTY TAX

Does not include State Property Tax

City	Commercial/Industrial		
	\$250,000	\$500,000	\$1,000,000
Albert Lea	2,564.45	5,581.45	11,615.45
Alexandria	1,660.90	3,614.90	7,522.90
Blue Earth	4,333.30	9,431.30	19,627.30
Fairmont	2,535.13	5,517.63	11,482.63
Hutchinson	2,714.90	5,908.90	12,296.90
Jackson	2,772.28	6,033.78	12,556.78
Luverne	2,692.80	5,860.80	12,196.80
Marshall	2,503.25	5,448.25	11,338.25
New Ulm	3,313.73	7,212.23	15,009.23
North Mankato	2,075.28	4,516.78	9,399.78
Owatonna	2,530.03	5,506.53	11,459.53
St. Peter	2,197.25	4,782.25	9,952.25
Waseca	3,867.50	8,417.50	17,517.50
Winnebago	4,418.73	9,617.23	20,014.23
Worthington	2,402.53	5,229.03	10,882.03

Source: League of Minnesota Cities, 2021 Property Tax Data

Fairmont Public Utilities Commission

Effect of Proposed Rate Increase

Residential Average: 700 kWh and 500 Cubic Feet Water

	Current Rate	Sample Proposed 2023	Percent Increase
ELECTRIC ECA: \$.013685 increased \$0.00701			
		water per rate study	Average 13.6% increase
		sewer per rate study	Average 4.6% increase
	2022	2023	
Electric-Energy	\$78.47	\$83.38	6.26%
Electric- Cust Chg	\$5.00	\$5.00	0.00%
Water	\$32.65	\$35.25	8%
Water- Cust Chg	\$24.45	\$29.34	20.00%
Sewer- 3/4" meter	\$25.02	\$26.14	4.48%
Infrastructure	\$19.23	\$20.64	7.33%
City Wide Clean Up	\$3.00	\$3.00	0.00%
Totals	\$187.82	\$202.75	
Total Increase \$\$		\$14.93	
Total Increase %		7.95%	



Fairmont City Council
December 12, 2022

Agenda Item: 8.1

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

Subject: Community Center

Policy/Action Requested: Motion to direct staff to work with the design team consultants to put together a state bonding request and local option sales tax request for a community center/ice rink.

Vote Required: Simple Majority Roll Call

Recommendation:

Overview:

Following the November 28, 2022 council meeting discussion and vote on the community center, I had council members contact me as they wanted to look at moving forward with a state bonding request and local option sales tax request to see if additional funds may be received.

Staff can work with our design team consultants to complete a state bonding request and work on a local option sales tax request. Both of these items would require additional time for consultants to help with the required documentation for these applications.

Budget Impact:

The 2023 preliminary budget includes \$10M for the community center project. This is not being funded by the property tax levy.

Attachments:

Council Action: _____

Date: _____



Fairmont City Council
December 12, 2022

Agenda Item: 9.1

From: Paul Hoyer, Finance Director
To: Mayor and City Council

Subject: Payable 2023 Property Tax Levy, 2023 Budget and Utility Rate Increases

Policy/Action Requested:

1. To adopt Resolution 2022-43, adopting the 2023 Property Tax Levy and ordering its certification to the Martin County Auditor by December 28, 2022.
2. To adopt Resolution 2022-44, adopting the 2023 Budget
3. To adopt Resolution 2022-45, relating to the Softened Water Service Rates
4. To adopt Resolution 2022-46, relating to Public Utility Wastewater Rates

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Truth-in-Taxation legislation requires the Council to adopt the final tax levy to be certified to the County Auditor. Resolution 2022-43 is presented for Council consideration. The Council may reduce the levy at this meeting, but it cannot be increased above the amount certified in September with the proposed budget.

Truth-in-Taxation legislation requires the Council to adopt its budget for 2023 after the tax levy has been adopted. Resolution 2022-44 is presented to the Council for adoption.

The Public Utilities Commission recommended approval of the 2023 Budget with the attached rate increases for Water and Wastewater at their December 6, 2022 meeting. The Resolutions represent a 13.6% average residential increase for water and a 4.6% average increase for wastewater which align with the recommendations of the 2022 rate study.

Budget Impact:

Attachments:

1. Resolution 2022-43
2. Resolution 2022-44
3. Resolution 2022-45
4. Resolution 2022-46

Council Action: _____ Date: _____

RESOLUTION NO. 2022-43

STATE OF MINNESOTA)
COUNTY OF MARTIN) SS:
CITY OF FAIRMONT)

**A RESOLUTION ADOPTING THE 2023 PROPERTY TAX LEVY
AND ORDERING ITS CERTIFICATION TO THE MARTIN COUNTY AUDITOR**

WHEREAS, Minnesota State Statutes require that the property tax levy for the coming year be certified to the County Auditor by December 28.

WHEREAS, the City Administrator has prepared a 2023 City Budget which includes the property tax levy.

NOW THEREFORE, BE IT RESOLVED, that the following property tax levy be certified to the Martin County Auditor:

Non-Debt Levy	\$4,933,410
Debt Service Levy	<u>1,557,083</u>
 Total Property Tax Levy	 <u>\$6,490,493</u>

BE IT FURTHER RESOLVED, that the above stated total tax levy be established in the following breakdown:

1. General Fund Operations	\$3,929,798
2. Capital Projects	903,612
3. Special Assessment Debt	1,557,083
4. EDA	<u>100,000</u>
 TOTAL TAX LEVY	 <u>\$6,490,493</u>

PASSED, APPROVED AND ADOPTED this 12th day of December 2022.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

RESOLUTION NO. 2022-44

**STATE OF MINNESOTA)
COUNTY OF MARTIN) SS:
CITY OF FAIRMONT)**

A RESOLUTION ADOPTING THE 2023 BUDGET

WHEREAS, the State Truth in Taxation Law requires cities to adopt a budget to be submitted to the County Auditor with the 2023 tax levy.

WHEREAS, Chapter Seven, Sections 7.05 and 7.06 of the Fairmont City Charter revised January 10, 1994, provides that the City Administrator shall prepare a budget document setting forth all proposed expenditures for the operation and maintenance of all City Departments and agencies, payment of principal and interest on bonds and capital outlay, and;

WHEREAS, the Public Utility Commission has met in regular and special sessions for the purpose of adopting an adequate budget for maintenance of the utility departments for the fiscal year 2023, and;

WHEREAS, the City Administrator has prepared such documents and recommends the 2023 Enterprise Funds and Internal Service Funds Budgets, and;

WHEREAS, the City Council has come to the conclusion that the budget so prepared is adequate and according to form as prescribed by the Charter.

NOW THEREFORE, BE IT RESOLVED, that the following budget be adopted and approved this 12th day of December 2022 in a regular meeting of the Fairmont City Council:

FUND	REVENUES AND TRANSFERS IN	EXPENDITURES AND TRANSFERS OUT
General	\$ 9,897,457	\$ 10,537,457
Economic Development	253,550	977,550
SMEC	85,500	84,900
Aeronautics	624,408	623,868
Lake Restoration	68,000	163,645
Local Option Sales Tax	980,000	980,000
Debt Service	1,904,387	2,009,799
Capital	19,329,612	18,863,359
Proprietary	31,059,112	29,802,035
	<u>\$64,202,026</u>	<u>\$64,042,613</u>

RESOLUTION NO. 2022-44

PASSED, APPROVED AND ADOPTED this 12th day of December 2022.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

RESOLUTION 2022-45

**A RESOLUTION AMENDING RESOLUTION 2021-58 OF THE CITY OF FAIRMONT,
RELATING TO THE SOFTENED WATER SERVICE RATES.**

WHEREAS, the city code requires that municipal utilities be provided to consumers at a rate based upon the amount of water used or consumed, and;

WHEREAS, it will be necessary to amend the current softened water rates to collect the necessary funds to provide for current and future capital expenditures.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fairmont that Resolution No. 2021-58 be amended to establish the following rates:

Service Type - Residential :

(Cost per 100 cubic feet)

First 2,000 cubic feet per month	\$7.05
Excess Consumption - Cubic feet per month	\$7.81
Monthly customer charge (In addition to minimum charge)	\$29.34
Minimum charge per month	\$12.31
Water Infrastructure Charge per month	\$5.65

Service Type - Commercial :

(Cost per 100 cubic feet)

First 120,000 - Cubic feet per month	\$5.89
Excess Consumption - Cubic feet per month	\$6.05
Monthly customer charge (In addition to minimum charge)	\$55.99
Minimum charge per month	\$12.31
Water Infrastructure Charge per month	\$5.65

Service Type - Industrial :

(> 250,000 cubic feet per month)

(Cost per 100 cubic feet)

First 1,300,000 - Cubic feet per month	\$4.67
Excess Consumption - Cubic feet per month	\$5.30
Monthly customer charge (In addition to minimum charge)	\$55.99
Minimum charge per month	\$12.31
Infrastructure Charge per month	\$5.65

In addition to the above charges the following will be charged per month:

\$1.00 Lake Restoration Charge to fund water quality improvement of Fairmont Lakes.

\$3.00 City Wide Cleanup Charge that includes \$1.50 for City Wide Clean Up and \$1.50 for Tree Dump Maintenance and Leaf Pickup.

Said rates shall be effective January 1, 2023.

PASSED, APPROVED AND ADOPTED this 12th day of December 2022.

Deborah J. Foster, Mayor

Attest:

Patricia J. Monsen, City Clerk

RESOLUTION 2022-46

**A RESOLUTION AMENDING RESOLUTION 2021-59 OF THE CITY OF FAIRMONT
RELATING TO PUBLIC UTILITY WASTEWATER RATES.**

WHEREAS, the City Code requires that municipal utilities be provided to consumers at a rate based upon the amount of the utility used or consumed, and;

WHEREAS, the City of Fairmont through the Public Utilities Commission has completed an expansion of the existing Wastewater Treatment Facility to facilitate new treatment requirements, and;

WHEREAS, it will be necessary to amend the current sewer service rate to generate sufficient revenues, to operate, maintain, and extend this system, and provide sufficient debt service to cover the plant expansion, in accordance with the recommendation.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fairmont that Resolution 2021-59 be amended to establish the following fees and guidelines:

1. Residential Fees

- A. The Sewer Service Rate for each residential lot, parcel, building or premises connected to the sanitary sewer collection system shall be as follows based on the water meter size and meter reading for water consumption:

All Consumption: \$2.34 / 100 cubic feet

Monthly Customer Charge \$16.78 - 5/8" x 3/4" meter
 \$46.22 - 1" meter
 \$74.60 - 1 1/4" meter
 \$105.45 - 1 1/2" meter
 \$202.51 - 2" meter
 \$470.45 - 3" meter
 \$784.29 - 4" meter
 \$1,194.24 - 6" meter

- B. Wastewater Treatment Infrastructure Charge and Debt Service Charge: All residential customers will be charged a monthly fee of \$ 13.99 per month, in addition to the monthly sewer service fee.
- C. Residential sewer rate for the months of October through May will be averaged to be used as a cap for determining the sewer charge for the months of June through September. If the customer used less water than the corresponding average sewer rate, the sewer charge to the customer will be based on actual usage.

2. **Commercial Fees**

A. The Sewer Service Fee for each commercial lot, parcel, building, or premises connected to the sanitary sewer collection system shall be as follows based on meter reading for water consumption:

All Consumption \$ 3.66 / 100 cubic feet

Monthly Customer Charge \$28.62

B. Wastewater Treatment Infrastructure Charge and Debt Service Charge:
All commercial customers will be charged a monthly fee of \$13.99 per month, in addition to the monthly sewer service fee.

C. In lieu of a sewer service fee based on water consumption, the user may, at the user's expense, install and maintain an appropriate recording device to measure and record sewage outflow into the City's system. The recording device must be formally approved by the Public Utilities Commission. Under these conditions, the same fees shall apply as for water consumption. In instances where it can be determined by the City that no portion of the metered water consumption enters the City's sewage works, the installation of such a device may be waived by the City Council.

3. **Industrial Fees**

A. Sewage shall be considered industrial if the concentration of one or more of the following constituents is at or above the following in parts per million (ppm):

- (i) Total suspended solids (TSS) 250 ppm
- (ii) Biological oxygen demand (BOD) 250 ppm
- (iii) Total Kjeldahl nitrogen (TKN) 40 ppm
- (iv) Phosphorus (Phos) of 5 ppm
- (v) Fat, oil, and grease (FOG) 100 ppm

B. If a waste is considered industrial, fees shall be assessed individually for each of the specified pollutants discharged to the City's facility on a per pound basis. Industrial fees shall be at the following rates:

<u>PARAMETER</u>	<u>FEE \$ / lb</u>
TSS	\$ 0.8994
BOD	\$ 1.0626
TKN	\$ 2.4191
PHOS	\$ 8.0682
FOG	\$ 1.4760

- C. Wastewater Treatment Infrastructure Charge and Debt Service Charge:

All industrial customers will be charged a monthly fee of \$ 13.99 per month, in addition to the monthly sewer service fee.
- D. If the calculated fee for industrial waste is less than the same volume of waste based on commercial fees, then the commercial fee shall be used as the basis of payment.
- E. Users with industrial sewage will be required to install and maintain devices to measure the sewage strength and flow at no expense to the City. The City will have access to flow metering and sampling equipment.

4. **Industrial Pretreatment Agreement Criteria**

- A. A customer discharging industrial sewage may be required to enter into an industrial pretreatment agreement with the City before discharging industrial sewage to the City's system. If one or more of the following criteria are exceeded or expected to be exceeded for the industrial discharge on a monthly average basis, an industrial pretreatment agreement will be required.
 - i) A BOD mass loading of 500 pounds per day and concentration above 1000 ppm.
 - ii) A TSS mass loading of 500 pounds per day and concentration above 1000 ppm.
 - iii) A TKN mass loading of 50 pounds per day.
 - iv) A P mass loading of 25 pounds per day.
 - v) A FOG concentration above 100 parts per million.
 - vi) A pH outside the range of 5.5 to 9.5 standard units.
- B. A pretreatment agreement will be required if the flows and loads vary widely throughout the day.
- C. A pretreatment agreement will be required if an industrial user discharges sewage that creates interference at the City's wastewater treatment plant.

The above rates shall become effective January 1, 2023.

PASSED, APPROVED AND ADOPTED this 12th day of December 2022.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
December 12, 2022

Agenda Item: 9.2

From: FEDA Coordinator Ned Koppen
To: Mayor and City Council

Subject: De-certification of TIF districts 22 & 23

Policy/Action Requested: Motion to approve Resolution 2022-42

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval

Overview: The TIF Districts for Bank Midwest (22) and Kahler Automation (23) have both run to completion and should be de-certified effective at the end of this year. Both projects were completed successfully and have contributed positively to our community in terms of presence, employment, and great examples within our business community.

Budget Impact: \$4.2 million combined in taxable property value.

Attachments: Resolution 2022-42

Council Action: _____ Date: _____

RESOLUTION NO. 2022-42

DECERTIFY TAX INCREMENT DISTRICTS

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

WHEREAS, on August 22, 2011, the City Council approved Resolution No. 2011-34 establishing TIF District No. 22 for Bank Midwest; and,

WHEREAS, on September 24, 2012, the City Council approved Resolution No. 2012-43 establishing TIF District No. 23 for Kahler Automation; and,

WHEREAS, both of these TIF Districts have a decertification date of December 31, 2022.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Fairmont, County of Martin, Minnesota, that the following tax increment districts:

Tax Increment District #22, Bank Midwest

Tax Increment District #23, Kahler Automation

are hereby decertified on December 12, 2022.

PASSED, APPROVED AND ADOPTED, this 12th day of December 2022.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
December 12, 2022

Agenda Item: 9.3

From: Peter Bode, Planner & Zoning Official
To: Mayor and City Council

Subject: CUP Request for a Boathouse at 420 Lake Aires Rd

Policy/Action Requested: Motion to approve the permit with conditions.

Vote Required: Simple Majority Roll Call

Recommendation: The Planning Commission recommends approval of the permit with conditions.

Overview: At its October 24 meeting, City Council denied a conditional use permit for a boathouse to be placed at 420 Lake Aires Road. The structure would have violated the 50-foot setback that the shoreland management district applies to all structures.

To seek a variance from the 50-foot requirement was an option open to the property owner. The property owner believed the circumstance represented a practical difficulty and requested a variance. At its November 1 meeting, the Board of Zoning Appeals agreed that the circumstance represented a practical difficulty and granted a variance for the structure to be placed 30 feet from the lake as proposed instead of the 50 feet normally required.

The boathouse still needs a conditional use permit with conditions to ensure it will meet DNR rules and pending Ordinance 2022-14, granted by City Council. The Planning Commission, reviewing the proposal after the variance was granted, recommends granting the permit with the following conditions:

1. The boathouse must be screened from view of the lake by keeping adequate vegetation between the boathouse in place and maintained.
2. The boathouse must be painted a color which blends with the natural environment of the lake or land.
3. The boathouse must not be used for human habitation or be installed with water or sewer treatment infrastructure.

Staff recommend the permit be granted with the above conditions.

Budget Impact: None

- Attachments:**
- (1) Staff memo to Planning Commission
 - (2) Application for CUP
 - (3) DNR comment

Council Action: _____ Date: _____



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

Phone (507) 238-9461

Fax (507) 238-9469

MEMORANDUM

TO: Planning Commission
FROM: Peter Bode, Planner & Zoning Official
DATE: December 2, 2022
RE: **CUP Application a for Boathouse at 420 Lake Aires Rd**

At its October 4 meeting, the Planning Commission recommended denial of a conditional use permit to place a boathouse at 420 Lake Aires Road. City Council denied the permit per Planning Commission's recommendation because the proposal would violate the 50-foot setback from the lake's ordinary high water level that applies to all structures.

The property owner believed the circumstance also represented a practical difficulty due to the unique layout of the land at the site. The land is relatively flat 30 feet from OHWL where the proposed structure would be placed, but becomes steeper as it reaches further from the lake. The Board of Zoning Appeals agreed that the circumstance represented a practical difficulty and granted a variance from the normal 50-foot OHWL requirement to place the structure 30 feet from the lake.

Given a variance has now been granted, the Planning Commission may recommend approval of the conditional use permit if it believes the proposal meets the intent of City Code as reviewed at October's meeting. The Board of Zoning Appeals attached the following conditions to the variance, and staff recommend Planning Commission approve the permit with the same conditions:

1. The boathouse must be screened from view of the lake by keeping adequate vegetation between the boathouse in place and maintained.
2. The boathouse must be painted a color which blends with the natural environment of the lake or land.
3. The boathouse must not be used for human habitation or be installed with water or sewer treatment infrastructure.

Respectfully submitted,
Peter Bode, Planner & Zoning Official

Attachments: Application for CUP
Report from October 4 Planning Commission Meeting

CITY OF FAIRMONT Planning & Zoning Application Form

NOTE TO APPLICANT: This is a comprehensive application form. Only those items related to your specific type of development are to be completed. All items applicable must be included prior to acceptance of the application.

Name of Applicant: Keith Kearney Address: 420 Lake Ames Rd Fairmont, MN Phone#: 612-327-7801

Street Address of Proposal: 420 Lake Ames Rd, Fairmont, MN 56031

Legal Description of Property: A. STATE W. AMBER LAKE LOT 001 Block 001 . see also 1986 pkt description.

Existing Use of Property: Residential

Proposed Use of Property: Residential

Type of Application	Fee	Submission Requirements (Attached)
<input type="checkbox"/> Appeal/Code Amendment	\$150.00	7
<input type="checkbox"/> Administrative Appeal	50.00	8
<input checked="" type="checkbox"/> Conditional Use Permit	150.00	4, 6(d-g)
<input type="checkbox"/> Home Occupation Permit	30.00	9
<input type="checkbox"/> Minor Plat	90.00	2(a), 5 (a-b)
<input type="checkbox"/> Planned Unit Development	150.00	1, 4, 6(d-g)
<input type="checkbox"/> Preliminary Plat	150.00	5 (b), 6
<input type="checkbox"/> Rezoning	150.00	1
<input type="checkbox"/> Variance	90.00	2,3

I HEREBY CERTIFY THAT THE INFORMATION AND EXHIBITS HERewith SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Keith Kearney
Owner's Name(Printed) Owner's Signature

Keith Kearney
Applicant's Name (Printed) Applicant's Signature

City Staff Use Only

DATE FILED: _____

DATE FEE PAID: _____

MEETING DATE: _____

NOTICES SENT (DATE): _____

NOTIFICATION OF EXTENSION (LETTER SENT): _____

To: Peter Bode, Planning & Zoning
Fairmont Planning Commission

From: Keith Kearney *KKK*
420 Lake Aires Rd
Fairmont, MN 56031
(612) 327-7801

Subj: Conditional Use Application to Install Water Oriented Accessory Structure

Date: November 2, 2022

Dear Board-

At the regular meeting of the Board of Zoning Appeals on November 1, 2022, the Board granted our variance request with direction to proceed with a new conditional use permit (CUP) application allowing an accessory structure 30' from the Ordinary High-Water Level (OHWL) of the lake where 50' is normally required. Our request was found to meet the 3 factors of practical difficulty, Minnesota State DNR requirements, and staff findings to support granting the request. Furthermore, we agree to the following conditions as required by the Board of Zoning Appeals:

1. screen the structure from view of the lake by maintaining adequate vegetation
2. maintain a color which blends with the natural environment of the lake and land
3. structure shall not be used for human habitation or include water or sewer infrastructure

Please approval our new application to install a 8x20 storage container/structure to store our water accessories and avoid carrying our gear down and back up the hill. We live on a uniquely-shaped .75 acre city lot that includes both a corner and lakefront, located on the southernmost edge of Fairmont city limits (across the street from us is County). The proposed location is fairly flat, but setting it further back would require disturbing a hillside with steeper elevation. The proposed 30' offset will not disturb shoreline nor the hill and won't change lot permeability ratios as the container will be set on timbers. The proposed location is out of sight from the street, lake, and neighbors (over 90' to the nearest neighbor's property plus another 70' vacant parcel they have between our parcel and their home). It is also behind an established tree line, etc. Our one and only adjoining neighbor, Mike and Linda Katzenmeyer, have verbally approved of our request and will validate/confirm at your request.

We have chosen an attractive new navy-blue storage container that blends with the natural environment of the lake and land and is guaranteed waterproof and pest-proof. It will be placed on a wood base (not an impervious concrete pad), will cause no pollution, and will be delivered with minimal disruption. A storage container is also semi-permanent so could be easily removed if no longer needed.

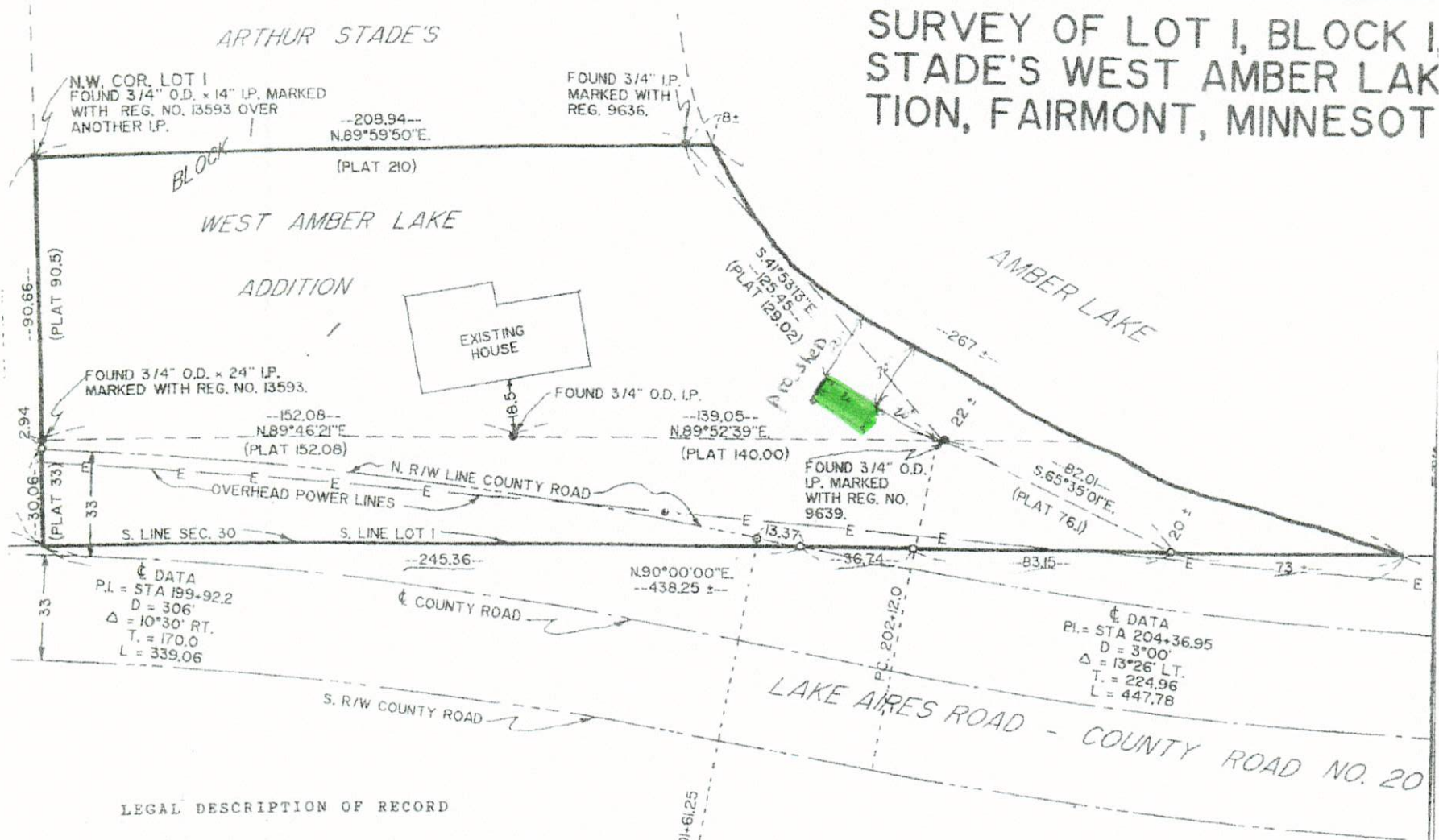
We take pride in our home and the city of Fairmont, are active in local civics, and have been responsibly updating & improving our home since purchase in September of 2020. Thank you for your consideration, we appreciate your support of this conditional use to improve our little corner of Fairmont. Thank you.

Sincerely,

Keith Kearney



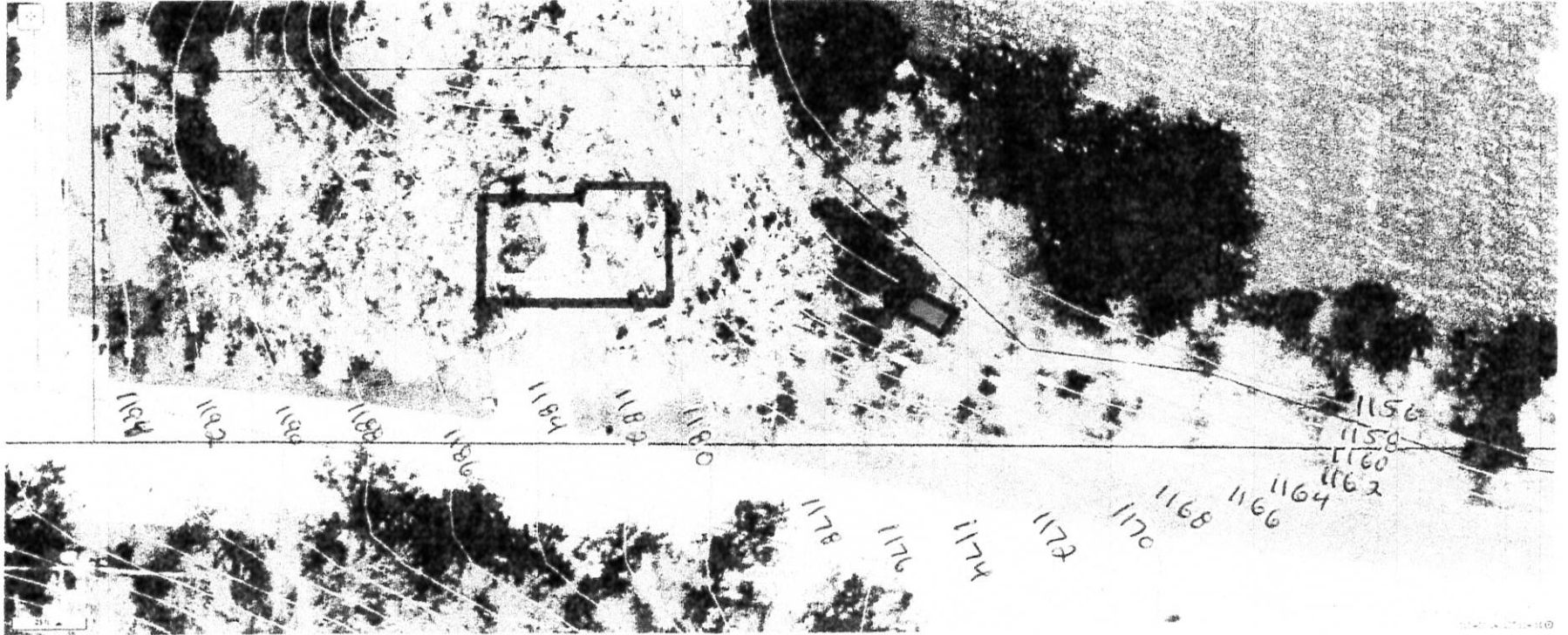
SURVEY OF LOT I, BLOCK I, STADE'S WEST AMBER LAK TION, FAIRMONT, MINNESOT



LEGAL DESCRIPTION OF RECORD

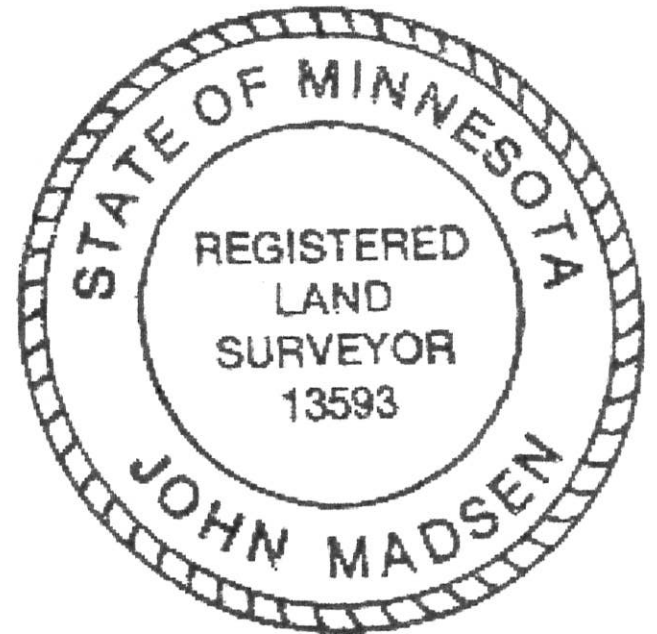
Lot (1), in Block One (1), of Arthur Stade's West Amber Lake Addition, in Section Thirty (30), Township One Hundred Two (102) North, of Range (30) West, according to the plat thereof on record in the office of the Register of Deeds in and for said County and State.

420 Lake Aires Rd
Fairmont, MN



LEGAL DESCRIPTION OF RECORD

Lot One (1), in Block One (1), of Arthur Stade's West Amber Lake Addition, in Section Thirty (30), of Township One Hundred Two (102) North, of Range Thirty (30) West, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County and State.



3,

SSUMED TO

**Minnesota Department of Natural Resources
Southern Region
21371 State Hwy 15
New Ulm, MN 56073
507-359-6000**

Todd Piepho MN DNR Area Hydrologist
50507 Sakatah Lake State Park Rd.
Waterville, Mn 56096

9/29/2022

Peter Bode
Planner and Zoning Official City of Fairmont

Re: Lund/Kearney CUP applications

Good Morning Peter:

Thank you for sharing the CUP applications for the Lund and Kearney sites. It is understood that Fairmont considers these proposed structures boathouses, per local ordinance and requires a CUP for such proposals. MN Rule 6120 Shoreland and Floodplain Management has a slightly different definition of boathouse as defined below;

Boathouse- a structure designed and used solely for the storage of boats or boating equipment.

The applications for the Lund and Kearney sites appear to be a water oriented accessory structure, per MN Rule 6120, definition below-assuming they intend to store more than just boats or boating equipment;

Water Oriented Accessory Structure or facility- a small, above ground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.

With that said, my comments on the applications are as follows;

1. These structures cannot be designed for human habitation-no water supply or sewage treatment can be installed. Both of these applications do not mention any intent of this, I believe they should be good there. I bring this up as an option to add conditions or language to the CUP if approved that do not allow this to take place in the future after approval of the CUP.
2. The structure should be screened from the view of the public waters and adjacent shorlands. Planting of native trees/shrubs is generally a recommendation I make as a condition of the permit approval through the local LGU for screening.

3. Water oriented accessory structures need to be a minimum of 10' from the OHWL. It appears both of these structures will meet that setback.
4. Size limit for water oriented accessory structures is 250' square feet, bot applications appear to meet this requirmenet.

If you have any additional questions please feel free to email or call.

Sincerely,



Todd Piepho
MN DNR Area Hydrologist

cc:

Todd Kolander-Southern District Manager
Dan Girolamo-Area Hydrologist



Fairmont City Council
December 12, 2022

Agenda Item: 9.4

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

Subject: AFSCME Union Contract Approval

Policy/Action Requested: Motion to approve the contract with AFSCME for January 2023 – December 31, 2025

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval of the contract

Overview:

The American Federation of State, County, and Municipal Employees (AFSCME) local union 1204 represents employees in the city’s streets, parks, maintenance, and engineering departments and the liquor store. The city’s current contract with the union expires on December 31, 2022. The city has met with the union and has negotiated terms for a new three-year contract. Some of the major changes with this contract include:

1. The adoption of the Grade and Step scale prepared by Abdo as part of the City’s compensation study.
2. General wage adjustments to the scale of 3.5% in 2023, 3.25% in 2024, and 3.0% in 2025.
3. The adoption of a new vacation accrual system for all union employees. Current employees receive their annual vacation accrual in a single lump sum at the end of the year. The new system will transition all employees to a pay period accrual system. This system of accrual will improve recruitment making us more competitive with other employers. With this transition all employees will transition to a max carry-over of 112 vacation hours annually.
4. The addition of Juneteenth as a city holiday only upon the adoption of the holiday by the State of Minnesota.
5. A cap on the annual accrual of comp hours at 200 hours.
6. The termination of the mechanics tool allowance and the provision of insurance on the mechanics tools.

Staff recommends approval of the contract with AFSCME.

Budget Impact:

The 2023 preliminary budget will cover the salary adjustments negotiated in this contract.

Attachments:

1. City of Fairmont and AFSCME contract January 2023 – December 2025

Council Action: _____

Date: _____

AGREEMENT

Between

CITY OF FAIRMONT
and
THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

LOCAL UNION NO. 1204

January 1, 2023 through December 31, 2025

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AGREEMENT

This Agreement, entered into by the City of Fairmont, hereinafter referred to as the Employer, and Local 1204, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees of the street, park, liquor dispensary, engineering, parking meter and custodial departments excluding the City Administrator, Administrative Secretaries, City Clerk, Finance Director, Public Works Director, Street Superintendent, Liquor Store Manager, Assistant Liquor Store Managers, City Engineer, Assistant City Engineers, Code Enforcement Officers, all temporary, seasonal and part-time employees (as defined in the Public Employees Labor Relations Act of 1971) and all other City employees.

ARTICLE II

HOURS OF WORK

SECTION 1 The regular hours of work each day shall be consecutive except for interruptions for lunch period. References to consecutive hours of work in

the balance of this Article shall be construed generally to include the lunch periods.

SECTION 2 The work week shall consist of five (5) consecutive workdays, Monday through Friday inclusive except for employees in the liquor store and park department whose work week shall be considered a continuous operation. Park department employees and liquor store employees' work week shall consist of any five (5) consecutive days in a seven (7) calendar day period.

SECTION 3 Eight (8) consecutive hours of work shall constitute a work shift for all employees except the liquor store stockmen whose work shift shall not exceed ten (10) consecutive hours of work.

SECTION 4 Work schedules showing the employees, shifts, workdays and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules shall not be changed without notifying the affected employee three (3) days in advance.

SECTION 5 Employees shall be paid on an hourly schedule. The normal hours of work for full-time employees shall be eight (8) per day and forty (40) per work week except for the liquor store stockmen whose normal hours of work shall not exceed ten (10) per day and forty (40) per week. All hours worked in excess of the normal workday or work week shall be considered overtime and compensated for at time and one-half (1-1/2) rates. Employees shall be given the option of compensatory time off at the time and one-half (1-1/2) rate not to exceed sixty (60) hours at any time. There shall be a yearly maximum annual accrual of two hundred (200) hours,

after the two hundred (200) annual accrual all time will be paid out.

Vacation and sick leave hours shall count as hours worked for purposes of calculating eligibility for overtime.

Compensatory time may be used subject to the prior approval of the supervisor and department head. Compensatory time off may be denied by the employer for reasons stated as, but not limited to, work schedule, emergency situations, manpower needs, vacation conflicts, etc. Unused compensatory time off will be paid by the City prior to the end of the calendar year. Unused comp time may be cashed out by the employee at any time and added to the employee's next paycheck. The use of, or sell back, of compensatory time shall not count as hours worked for purposes of calculating eligibility for overtime.

SECTION 6 All employees shall receive two (2) fifteen (15) minutes rest periods in each eight (8) hour shift at time designated by their immediate supervisor.

SECTION 7 When an employee is called out to work other than the employee's regular scheduled shift, the employee shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) the regular rate of pay. Reporting early for a shift or an extension of a shift shall not qualify for this two (2) hour minimum. When an employee reports for work in accordance with the schedule without having been previously notified not to report, he shall receive a minimum of four (4) hours pay in lieu thereof.

SECTION 8 The Union recognizes that certain projects require an employee to work overtime and therefore stipulates that an employee must accept overtime

unless excused by the immediate supervisor for good and sufficient reason.

SECTION 9 Overtime shall be distributed as equally as practical among the employees for each department on an annual basis.

SECTION 10 Supervisors or Foremen not covered by this Agreement shall be allowed to perform work normally performed by members of the bargaining unit except in the following conditions:

1. Non-incidentally overtime requiring more than one (1) hour of work.
2. To avoid filling a posted vacancy.

SECTION 11 All hours worked on Sundays shall be paid at two (2) times the regular rate of pay. Liquor store employees shall receive an additional \$2.00 per hour for work on Sunday and are not eligible for the double (2) time pay in this section.

Section 12 Employees, with the approval of their supervisor, may voluntarily work through their lunch break and leave when they have completed 8 hours of normal work. Receiving eight (8) hours of pay for eight (8) hours of work.

ARTICLE III

HOLIDAYS

SECTION 1 The following days shall be recognized and observed as paid holidays:

New Year's Day January 1

President's Day 3rd Monday in February

Good Friday

Memorial Day	4th Monday in May
Juneteenth	June 19 (This holiday will only be recognized upon the adoption of the holiday as an official state holiday.)
Independence Day	4th of July
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25

SECTION 2 Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday. In the case that Christmas falls on a Saturday, the Christmas Eve holiday shall be observed on the preceding Thursday.

SECTION 3 When a holiday falls during an employee's vacation period, the holiday shall not be subtracted from the employee's vacation time.

SECTION 4 Non-Liquor Store Employees. Non-liquor store employees shall receive eight (8) hours of holiday pay on the day the holiday is observed. A non-liquor store employee required to work on an observed holiday will receive two (2) times their regular base pay rate for the actual hours worked. Holiday pay shall also apply to any work performed on Easter Sunday.

Liquor Store Employees. Liquor store employees shall receive eight (8) hours of holiday pay on the actual day of the holiday. Liquor store employees required to work on the holiday will receive two (2) times their regular base pay rate for the actual hours worked. Holiday pay shall also apply to any work performed on Easter Sunday.

SECTION 5

An employee is not eligible for pay or time off on a holiday if the employee has been absent without leave either the working day before or the workday after the holiday.

ARTICLE IV

VACATIONS

SECTION 1.

Years of Service	Annual Vacation Hours Earned	Per Pay Period Accrual
0-5	80	3.08
6	88	3.39
7	96	3.69
8	104	4.00
9	112	4.31
10	120	4.62
11	128	4.93
12	136	5.24
13	144	5.54

14	152	5.85
15	160	6.16
16 -17	168	6.47
18-19	176	6.77
20-21	184	7.08
22	200	7.70
23	208	8.00
24	216	8.31
25	224	8.62

SECTION 2. Years of service is based upon each employee's employment anniversary date. If an employee worked part time for the city prior to full time employment, the years of service is based on the anniversary date for full-time employment.

An employee's vacation time will begin to accrue on their date of hire.

Employees will accrue vacation hours per pay period in accordance with the vacation accrual schedule in Section 1.

An employee may carryover a maximum of 112 vacation hours into their next anniversary year. Unused vacation time in excess of the 112-hour carryover limit may be sold back to the City at the employee's current base rate of pay. All vacation "sell-back" shall occur during the same year it was earned and any unused vacation time in excess of the 112-hour

carryover limit that is not “sold back” to the City will be forfeited.

If a paid holiday occurs during the employee’s vacation period, holiday pay will be applied, and the employee’s vacation accrual will not be reduced for the time off taken on the holiday.

SECTION 3. On April 1st of each year the Employer will post a list of employees and vacation accrued. Employees will have until April 30th to place their vacation requests. In cases where, at the discretion of the Department head, the number of employees on vacation must be limited, the senior employee(s) shall have preference on vacation times. Employees not signing up for vacation periods during the month of April shall have the ability to request vacation at a later date, however, these requests will be treated on a first-come, first-serve basis and seniority shall not govern.

SECTION 4. The transition to the pay period vacation accruals will occur during the first pay period of calendar year 2023. To make this transition the following provisions will apply.

- a. All employees will receive a prorated accrual of vacation hours since their last accrual with the first pay period in January 2023. Vacation hours will begin to accrue per pay period with the first pay period in January 2023 in accordance with the schedule in Section 1.
- b. During 2023, no max accrual amount will be applied. Starting in 2024 the maximum accrual amount of 112 hours will be

applied on the employee's anniversary date.

ARTICLE V

SICK LEAVE

- SECTION 1 All employees shall earn sick leave at a rate of eight (8) hours per month of employment.
- SECTION 2 To utilize sick leave, an employee must notify, or cause to be notified, the employee's supervisor prior to the start of the employee's scheduled shift.
- SECTION 3 An employee utilizing sixteen (16) or more consecutive hours of sick leave shall be required to keep the appropriate supervisor notified as to the employee's condition. An employee using sixteen (16) or more consecutive hours of sick leave may be required by the supervisor to provide a doctor's statement of condition.
- SECTION 4 Except as provided in Section 2 of this Article, any employee injured on the job, and being paid for loss of time by the workers' compensation policy shall have the option of receiving the full amount of the employee's regular pay, subject to the following conditions:
1. That the employee's payment for loss of time from workers' compensation be turned over to the employer.
 2. That the difference between the workers' compensation benefit and the full pay provided be deducted from the employee's accumulated sick or vacation leave.
- SECTION 5 In addition to the use of sick leave for illness or injury of the employee, the employee may use sick leave in the case of illness or injury of a

member of the employee's family (Mother, Father, Spouse, Children).

The conditions established in Article VI, Section 1-3 shall also apply to this use of sick leave.

SECTION 6

Employees who die while employed by the City or employees eligible for retirement or disability under the Public Employees Retirement Association (PERA) regulations shall be paid for all accumulated sick leave at such time as the employee retires, dies, or becomes disabled at the following rate:

Hours 0 - 600 = 10%
Hours 601 - 960 = 100%
Hours over - 960 = 0%

SECTION 7

Insurance premium option available only upon retirement: Upon retirement, an employee may elect to use his or her accrued sick leave benefit to purchase post-retirement health insurance under the Employer's Plan.

In the event the employee chooses to use accrued sick leave hours to purchase post-retirement health insurance under Employer's plan, payment for the accrued sick leave hours will cease upon the earliest of the following events;

- a. 100% of the accrued sick leave amount is spent on insurance premiums;
- b. Retiree reaches the age of Medicare eligibility;
- c. Death of the employee

Any amount of the benefit remaining upon the occurrence of b. or c. above will not be eligible for payment to the employee or his or her heirs. If this

option is elected, the sick leave hours accrued will be credited as follows:

Hours	0- 600 at	10%
Hours	601-1960 at	100%
Hours	over 1960 at	0%

ARTICLE VI

BEREAVMENT LEAVE

- SECTION 1 An employee shall be allowed up to forty (40) hours with pay as bereavement leave not to be deducted from sick leave for a death in the immediate family; the number of hours taken shall be at the discretion of the employer. Immediate family is to be defined as: Spouse, Parent (including steps and in-laws), Child (including steps and in-laws), Grandchild (including step), Grandparent, Brothers and Sisters (including steps and in-laws), or a member of the employee's household.
- SECTION 2 Eight (8) hours of funeral leave for the death of a relative outside the immediate family.
- SECTION 3 Any employee selected to be a pallbearer, driver or military honor guard will be allowed eight (8) hours of funeral leave with pay not more than three (3) times per calendar year.
- SECTION 4 Full time employees may be allowed up to four (4) hours off with pay to attend the funeral of a City employee, or a retired City employee. The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. The department head can determine the number of employees who may attend the funeral.

ARTICLE VII

LEAVES OF ABSENCE

SECTION 1 Any request for leave of absence shall be submitted by the employee in writing to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the specific dates between which the employee desires the leave. Authorization for the leave of absence, if granted, shall be furnished in writing to the employee by the employee's immediate supervisor.

SECTION 2 An employee granted an unpaid leave of absence, in excess of three (3) working days, shall not accrue vacation, sick leave, or other City benefits during the period of the leave of absence.

SECTION 3 An employee shall be granted a leave of absence with pay any time the employee is required to report for jury duty or jury service, the employee shall report to work on any day the jury is not used or for the portion of any working day during which the jury has been dismissed, if such portion is equal to one-half or more of the employees scheduled work day.

SECTION 4 An employee who is a member of a Reserve Force of the United States or of the State of Minnesota, and who is ordered by the appropriate authorities to attend a training program, or other duties under the supervision of the United States or the State of Minnesota, shall be granted a paid leave of absence during the period of such activity in compliance with the terms and conditions set forth in the applicable Federal and State laws. Any employee who enters into active service in the Armed Forces

of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service.

SECTION 5 The City agrees to grant the necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or serve in any capacity on any other Union business, provided the employee follows the same procedure to secure leave of absence. No more than two (2) employees may use this leave simultaneously and they shall not be from the same department unless approved by the City Administrator.

ARTICLE VIII

PREGNANCY-RELATED DISABILITY LEAVE AND CHILD CARE LEAVE

SECTION 1 In conformance with the Minnesota Human Rights Act and the Pregnancy Discrimination Act, disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions.

SECTION 2 A pregnant employee who is unable to perform the duties and responsibilities of the employees' position due to disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, is eligible to use sick leave in accordance with Article V, Sick Leave.

SECTION 3 An employee who wishes to request a leave of absence for purposes of childcare may request an unpaid leave of absence in accordance with Article VII, Leaves of Absence.

ARTICLE IX

SENIORITY

- SECTION 1 Seniority shall be on a bargaining unit basis in accordance with the employee's last date of hire. Seniority shall be retroactive following the successful completion of an employee probationary period.
- SECTION 2 The Employer shall post each January a seniority list on all bulletin boards showing the name, job title, and date of hire, and total continuous service of all employees eligible for seniority. The Employer will provide the Union with an updated seniority list when requested.
- Total continuous service is the total unceasing service from last date of hire measured by total hours or total months, not to include breaks in seniority due to lay-off or unpaid leave of absence.
- SECTION 3 An employee shall lose seniority only by reason of promotion out of the bargaining unit, resignation, or discharge.
- SECTION 4 Seniority shall be the determining factor for promotions, transfers, and layoffs only when all other job relevant qualification factors are relatively equal.
- SECTION 5 Layoff shall mean a reduction in work force due to decrease of work, economic factors or service level changes. In the case of layoff, probationary and part time employees will be laid off on a unit basis prior to the laying off of full-time senior employees. Further layoff shall then be based on the employees departmental seniority provided that any full

time employee affected by layoff may exercise the employees continuous service seniority in another department of the employer to displace an employee in another department with less service seniority if the displacing employee's ability and qualifications are sufficient for the new position. Employees to be laid off shall be given a minimum of seven (7) calendar days' notice.

SECTION 6 In the event of a recall following a layoff, employees shall be recalled in an inverse order of the layoff. Recall rights will continue for twelve (12) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE X

VACANCIES AND PROBATION PERIODS

SECTION 1 Permanent job vacancies, or newly created positions within the bargaining unit shall be filled based on the concept of promotion from within, with seniority being the determining factor, provided that applicants:

1. Have the necessary qualifications to meet the standards of the job
vacancy; and,

2. Have the ability to perform the duties and responsibilities of the job
vacancy.

SECTION 2 Job vacancies or newly created positions within the bargaining unit shall be posted on all bulletin boards for at least seven (7) calendar days prior to

filling vacancy.

SECTION 3 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, experience, and seniority. If it becomes necessary to by-pass an employee with seniority, reasons for said denial shall be provided in writing to said employee, with a copy to the Union.

SECTION 4 All newly hired or rehired employees will serve a six (6) month probationary period. At any time during the initial probationary period the newly hired or rehired employee may be terminated at the sole discretion of the Employer.

SECTION 5 All employees shall serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period. At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer. If the employee is unsatisfactory in a position, notice and reasons shall be furnished to the employee and the Union. An employee serving a probation in a new classification shall have the opportunity to revert back to his/her previous position during said period if the position remains vacant and the employer has not chosen to eliminate that position.

ARTICLE XI

UNIFORMS AND CLOTHING ALLOWANCE

SECTION 1 Winter Clothing. The City shall provide each employee that is required to

work outside a Class III winter jacket every other year. The City agrees to replace the Class III winter jacket if the condition of the winter jacket is compromised in the performance of an employee's duties.

The City shall provide each employee a winter hat on an annual basis.

SECTION 2

Safety Clothing. The City shall reimburse each employee on an annual basis up to \$ 225.00 for safety toe work boots if required by the employee's job duties.

The City shall reimburse each employee over the life of the contract up to \$900.00 (\$300.00 per calendar year) for safety glasses if required by their job duties.

The City shall provide five (5) high-visibility t-shirts per calendar year.

Section 3

Mechanics Clothing. The City shall provide shirts, pants and jackets to the mechanics in the performance of their duties, as well as a laundering service for the aforementioned garments.

Section 4

Liquor Store Clothing. The City shall provide the Liquor Store Clerk a total of three shirts on an annual basis in the performance of their duties. The City agrees to replace any uniform shirts when necessary due to normal wear.

ARTICLE XII

SAFETY

SECTION 1

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

SECTION 2 Any safety equipment required to be worn or utilized by the employee including safety glasses, shall be furnished by the Employer, with the exception of clothing worn to or from the place of employment.

SECTION 3 Any employee observed not wearing the proper safety equipment or acting in violation of safety procedures may be subject to discipline.

ARTICLE XIII

WORKING OUT OF CLASSIFICATION

SECTION 1 Employees temporarily working in a higher pay classification for a period of two consecutive weeks shall be paid at a rate of pay equal to the pay per hour for that classification. Consecutive hours also include overlap hours between consecutive workdays. For the purposes of winter maintenance, higher classification pay shall only be applicable when an employee is operating a snowplow with air brakes. The City reserves the sole right to assign employees to higher classification equipment.

ARTICLE XIV

DISCIPLINE

SECTION 1 The Employer shall have the right to impose disciplinary action on employees for just cause. All discipline shall be of a progressive nature.

SECTION 2 An employee shall be given a written copy of any disciplines that are made a part of the employee's personnel file. Each employee shall have only one personnel file and no written allegation of improper job-related

behavior shall be used as a basis for future discipline unless it has been made a part of the employee's personnel file.

SECTION 3 All discipline shall be a proper subject for the grievance procedure.

SECTION 4 Employees shall not be questioned at an investigatory interview where the information gained during the interview could subject the employee to disciplinary action without the employee having the right to have a representative of the Union or other third party of choice at the interview to serve as a witness for the employee.

ARTICLE XV

GRIEVANCES

SECTION 1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

SECTION 2 Grievances as defined in Section 1 shall be resolved in conformance with the following procedure:

STEP 1. The Union or an employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) working days after such alleged violation occurred, present such grievance to the appropriate Department Head. The appropriate Department Head shall consider and give an answer to such Step 1 grievance within ten (10) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the

Agreement allegedly violated, and the remedy requested. Such action for an appeal to Step 2 shall be taken within ten (10) working days after the appropriate Department Head's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union to the City Administrator. The City Administrator shall give the Union the Employer's answer in writing within ten (10) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following receipt of the Employer's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) working days shall be considered waived.

STEP 3. If the grievance remains unresolved, the Union and City Administrator may request State mediation before going to arbitration.

STEP 4. A grievance unresolved in Step 2 or Step 3 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relation Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

SECTION 3

The Arbitrator's authority shall be limited as follows:

- A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this

Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and Union, and shall have no authority to make a decision on any other issue not so submitted.

- B. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the Arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the costs shall be shared equally.

SECTION 4

WAIVER. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to

the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

SECTION 5

CHOICE OF REMEDY. If as a result of the written Employer response in Step 2, or the failure to reach a settlement through Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article XVI, Section 2 or a procedure such as: Veteran's Preference of Fair Employment. If appealed to any procedure other than Step 4 of Article XVI the grievance is not subject to the arbitration procedure as provided in Step 4 of Article XVI. The aggrieved employee shall indicate in writing which procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article XVI.

ARTICLE XVI

EMPLOYER AUTHORITY

SECTION 1

The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and

programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE XVII

SAVINGS CLAUSE

In the event that any provisions, phrase or clause of this Agreement shall at any time be declared invalid by any Court or jurisdiction, the decision shall not invalidate the entire Agreement. It being the expressed intention of the parties that all other provisions remain in full force and effect.

ARTICLE XVIII

INSURANCE

The employer will provide a health, major medical and dental policy for employees and their dependents which will be referred to as Plan A. Employees selecting single coverage health insurance will pay the following percentage of the monthly premium; effective 1/1/17-10%. The premium for family coverage will be split with seventy percent (70%) paid by the Employer and thirty percent (30%) paid by the Employee.

An optional High Deductible Plan D will be made available to employees. The

employer will pay the same dollar amount as calculated for the premium under Plan A for family coverage. If the employee selects the High Deductible Option, the employer will contribute \$2,000 for Family and \$500 for Single to the Employee Health Savings Account (HSA). The employer contribution to the HSA will be made with the first pay period in January of each calendar year.

The Employer will pay the premium of an accident and life insurance policy for Employees. The accident and life insurance coverage is subject to the limitations, benefits and conditions established by the Employer's contract with the insurance carrier. Any change in that coverage will be negotiated with the Union.

ARTICLE XIX

MSRS HEALTH CARE SAVINGS PLAN

The Employer will establish a post-employment Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS). The fund will be funded with the following contributions:

- a. All Employees shall contribute \$12.50 per pay period.
- b. Employer will not contribute any money to the funds.
- c. Veteran's and others eligible to opt out may do so per the MSRS guidelines.

ARTICLE XX

DURATION

This Agreement shall continue in full force and effect until 11:59 P.M., December 31, 2025. Either of the parties shall submit a written notice at least ninety (90) days prior to termination date of this Agreement for the purpose of negotiating a new Agreement. If settlement on a new Agreement is not reached within the provided ninety (90) day period prior to termination, the present Agreement will remain in effect until a new settlement is reached.

ARTICLE XXI

APPENDIXES

Appendix A is by this reference made a part of this Agreement. The following adjustments shall be made to the wage scale for the years 2023-2025.

January 1 st , 2023	3.5 % COLA
January 1 st , 2024	3.25% COLA
January 1 st , 2025	3.0 % COLA

ARTICLE XXII

WAIVER

SECTION 1

The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and

completely set forth in this Agreement.

SECTION 2 Therefore, the Employer and the Union, for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over the term or condition of the employment whether specifically covered or not specifically covered by this Agreement.

SECTION 3 Any and all prior agreements, resolutions, practices, policies and rules and regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

SECTION 4 This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement

ARTICLE XXIII

UNION SECURITY

SECTION 1 The Employer agrees to deduct from the wages of employees who authorize such deduction in writing, an amount equal to monthly union dues and forward such monies each month to the designated officer of the Union together with a list of the names of the employees from whose wages deductions were made.

ARTICLE XXIV

GENERAL PROVISIONS

SECTION 1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to political belief, or Union or Non-Union membership. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.

SECTION 2 Employer agrees to allow two (2) bargaining unit members the necessary time off with pay for negotiation sessions.

SECTION 3 The Employer agrees to allow the Union use of the City Public Works Building lunchroom after working hours for Union meetings, except in the case of a labor dispute resulting in a strike or lockout.

SECTION 4 **Injury on Duty – WORKER'S COMPENSATION**

An employee injured on the job and being paid for loss of time by the Worker's Compensation policy, shall receive the full amount of their regular pay for the first sixty (60) calendar days by the City covering the difference between the Worker's Compensation benefit and the full amount of the employee's regular pay. After that period, the employee shall have the option of receiving the full amount of the employee's regular pay, subject to the following conditions: a) that the employee's payment for loss of time from Worker's Compensation be turned over to the employer; and b) that the difference between the Worker's Compensation benefit and the full pay provided shall be deducted from the employees accumulated sick or vacation leave.

**FOR THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEE'S
AFL-CIO, COUNCIL 65, LOCAL 1204**

Labor Representative

DATE _____

Local President

DATE _____

FOR THE CITY OF FAIRMONT

Deborah J. Foster, Mayor

DATE _____

ATTEST:

Patricia J. Monsen, City Clerk

DATE _____

APPENDIX A

The following wage schedule shall be considered as an addendum and agreement between the parties to the foregoing Agreement effective January 1, 2023 through December 31, 2025.

Continuous operation employees who are scheduled to work on Saturday as a regular part of their work week shall receive an additional \$.50 per hour.

The mechanics will receive a one-time payment the first pay period in 2023 of \$780 in place of the tool allowance. The tool allowance will end following this payment.

Job Classification	Position Points
Liquor Store Clerk	112
Parks Maintenance Worker	127
Building Maintenance Technician	137
Light Equipment Operator	137
Heavy Equipment Operator	157
Shop Mechanic	185
City Forester	197
Engineering Technician I	204
Parks Foreman	206
Facilities Foreman	222
Street Crew Foreman	223
Engineering Technician II	231
Shop Foreman	251

AFSCME Proposed Steps 3.5% - 2023													
Points	Grade		1	2	3	4	5	6	7	8	9	10	
0	65	1	\$ 20.70	\$ 21.25	\$ 21.81	\$ 22.39	\$ 22.98	\$ 23.59	\$ 24.22	\$ 24.86	\$ 25.52	\$ 26.20	
66	81	2	22.41	23.00	23.61	24.24	24.88	25.54	26.22	26.91	27.62	28.35	
82	112	3	24.26	24.90	25.56	26.24	26.94	27.65	28.38	29.13	29.90	30.69	
113	156	4	26.26	26.96	27.67	28.40	29.15	29.92	30.71	31.52	32.36	33.22	
157	197	5	28.43	29.18	29.95	30.74	31.55	32.39	33.25	34.13	35.03	35.96	
198	205	6	30.78	31.60	32.44	33.30	34.18	35.09	36.02	36.97	37.95	38.96	
206	251	7	33.32	34.20	35.11	36.04	37.00	37.98	38.99	40.02	41.08	42.17	
252	275	8	36.07	37.03	38.01	39.02	40.05	41.11	42.20	43.32	44.47	45.65	

AFSCME Proposed Steps 3.25% - 2024													
Points	Grade		1	2	3	4	5	6	7	8	9	10	
0	65	1	\$ 21.37	\$ 21.94	\$ 22.52	\$ 23.12	\$ 23.73	\$ 24.36	\$ 25.01	\$ 25.67	\$ 26.35	\$ 27.05	
66	81	2	23.13	23.74	24.37	25.02	25.68	26.36	27.06	27.78	28.52	29.28	
82	112	3	25.04	25.70	26.38	27.08	27.80	28.54	29.30	30.08	30.88	31.70	
113	156	4	27.11	27.83	28.57	29.33	30.11	30.91	31.73	32.57	33.43	34.32	
157	197	5	29.35	30.13	30.93	31.75	32.59	33.45	34.34	35.25	36.18	37.14	
198	205	6	31.77	32.61	33.47	34.36	35.27	36.20	37.16	38.14	39.15	40.19	
206	251	7	34.39	35.30	36.24	37.20	38.19	39.20	40.24	41.31	42.40	43.52	
252	275	8	37.23	38.22	39.23	40.27	41.34	42.44	43.56	44.71	45.89	47.11	

AFSCME Proposed Steps 3% - 2025													
Points	Grade		1	2	3	4	5	6	7	8	9	10	
0	65	1	\$ 22.01	\$ 22.59	\$ 23.19	\$ 23.80	\$ 24.43	\$ 25.08	\$ 25.74	\$ 26.42	\$ 27.12	\$ 27.84	
66	81	2	23.83	24.46	25.11	25.78	26.46	27.16	27.88	28.62	29.38	30.16	
82	112	3	25.80	26.48	27.18	27.90	28.64	29.40	30.18	30.98	31.80	32.64	
113	156	4	27.93	28.67	29.43	30.21	31.01	31.83	32.67	33.54	34.43	35.34	
157	197	5	30.23	31.03	31.85	32.69	33.56	34.45	35.36	36.30	37.26	38.25	
198	205	6	32.72	33.59	34.48	35.39	36.33	37.29	38.28	39.29	40.33	41.40	
206	251	7	35.42	36.36	37.32	38.31	39.33	40.37	41.44	42.54	43.67	44.83	
252	275	8	38.34	39.36	40.40	41.47	42.57	43.70	44.86	46.05	47.27	48.52	



Fairmont City Council
December 12, 2022

Agenda Item: 9.5

From: Cathy Reynolds, City Administrator
To: Mayor and City Council
Subject: LELS Union Contract Approval

Policy/Action Requested: Motion to approve the contract with LELS for January 2023 – December 31, 2025

Vote Required: ___x___ Simple Majority _____ Roll Call

Recommendation: Staff recommends approval of the contract

Overview:

The police department patrol officers and sergeants are members of the Law Enforcement Labor Services, Incorporated (LELS) union. The city’s current contract with the union expires on December 31, 2022. The city has met with the union and has negotiated terms for a new three-year contract. Some of the major changes with this contract include:

- 1. The adoption of the Grade and Step scale prepared by Abdo as part of the City’s compensation study.
2. General wage adjustments to the scale of 3.5% in 2023, 3.25% in 2024, and 3.0% in 2025.
3. The adoption of a new vacation accrual system for new hires starting in January 2023. This will change our vacation accruals for new hires to a pay period accrual system while all existing employees will remain on an annual accrual system where their vacation is provided to them on an arrears basis at the end of the calendar year or anniversary year depending on start date. This change will help to make us more competitive for recruiting efforts.
4. The change from a 40 hour max vacation carry-over to a 112 hour max vacation carry-over. With this the union has also agreed to end the carry-over of compensatory hours which carries a heavy administrative burden to track and tax correctly under IRS regulations.
5. The adoption of a 3% specialty pay premium for officers fulfilling duties as field training officer, firearms instructor, use of force instructor, and taser instructor. This premium will only be applied while the instructor is performing actual instruction in the assigned areas.
6. An annual cap of 200 hours for comp hour accruals.
7. The addition of Juneteenth to the city’s holidays upon the adoption of Juneteenth as an official holiday by the State of Minnesota.

Staff recommends approval of the contract with LELS.

Budget Impact:

The 2023 preliminary budget will cover the salary adjustments negotiated in this contract.

Attachments:

- 1. City of Fairmont and LELS contract January 2023 – December 2025

Council Action: _____

Date: _____

LABOR AGREEMENT

BETWEEN

CITY OF FAIRMONT



AND

LAW ENFORCEMENT LABOR SERVICES, INC.



Representing:

(LOCAL #176)

January 1, 2023 – December 31, 2025

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ARTICLE I. PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF FAIRMONT, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC. hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment contained herein for the duration of this AGREEMENT.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minn. Stat., Section 179A.03, subd. 8, for all police personnel in the following job classifications who are public employees as defined by Minn. Stat. Section 179A.03, subd. 7 and subd. 14:
 1. Animal & Code Enforcement Peace Officer
 2. Patrol Officer
 3. Sergeant
 4. Detective
- 2.2 In the event that the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job classification, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services.
- 3.2 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.3 MEMBER: A member of the Law Enforcement Labor Services, Inc., (Local #176) in the bargaining unit to which this contract applies.
- 3.4 DEPARTMENT: The City of Fairmont Police Department
- 3.5 EMPLOYER: The City of Fairmont.
- 3.6 EMPLOYER-DESIGNATED REPRESENTATIVE: A person designated by the Employer to act on behalf of the EMPLOYER.
- 3.7 CHIEF: The Chief of the Fairmont Police Department.
- 3.8 UNION STEWARD: Officer elected or appointed by the UNION.

- 3.9 OVERTIME: Work performed in excess of the employee's regularly scheduled shift or in excess of eighty (80) hours in a fourteen (14) day work period.
- 3.10 SCHEDULED SHIFT: A continuous work period including rest breaks and a lunch break.
- 3.11 REST BREAKS: Period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 REGULAR BASE PAY RATE: The employee's hourly pay rate exclusive of longevity pay or any other special allowance.

ARTICLE IV. UNION SECURITY

- 4.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union dues. Such monies shall be remitted as directed by the UNION.
- 4.2 The UNION may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such notice and changes in the position of Steward and/or alternate.
- 4.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s) and will make space available for UNION meetings with prior approval when it does not conflict with the operation of the department.
- 4.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 4.5 The EMPLOYER agrees not to enter into any additional agreements with employees, individually or collectively concerning any terms or conditions of employment.
- 4.6 The EMPLOYER agrees to post all promotional opportunities within the bargaining unit; to publish the method by which promotions shall be made within the department; and to make copies of all work rules and regulations available to employees.

ARTICLE V. EMPLOYER SECURITY

Neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE VI. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 UNION REPRESENTATIVES

The EMPLOYER will recognize Representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors when so designated as provided by 4.2 of this AGREEMENT.

6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities.

The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time, without loss in pay, to prepare and present the grievance to the EMPLOYER during normal working hours. The UNION representative must notify and receive written approval of the shift supervisor who shall determine that the absence from work to prepare the grievance is reasonable and will not be detrimental to the work programs of the EMPLOYER.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedures:

Step 1 An employee claiming a violation concerning the interpretation or application of the AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present the written grievance to the employee's supervisor as designated by the EMPLOYER. The designated supervisor shall respond in writing to the written grievance within ten days. If the designated supervisor does not resolve the grievance, the grievance shall be presented in writing to the EMPLOYER-designated Step 2 Representative, the Chief of Police, within 10 days of the designated supervisor informing the EMPLOYEE of his or her decision.

Step 2 The Chief of Police or the Chief's designee will discuss and give a written answer to such Step 2 grievance within ten (10) calendar days after receipt.

A grievance not resolved by the Chief of Police in Step 2 and appealed to Step 3 shall be placed in writing setting forth: the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly

violated, the remedy requested and shall be appealed to Step 3 within ten (10) calendar days after the EMPLOYER Representative's final answer in Step 2.

Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3 If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 Representative, the City Administrator or the Administrator's designee.

The City Administrator shall give the UNION the EMPLOYER'S Step 3 answer in writing within ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER Representative's final Step 3 answer.

Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 by the UNION may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the EMPLOYER-designated Representative's final Step 3 answer.

If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the EMPLOYER-designated Representative's final Step 4 answer.

If the parties are unable to agree on the selection of an arbitrator, the UNION shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

6.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

ARTICLE VI. SENIORITY

- 7.1 Within thirty (30) calendar days following the signing of this AGREEMENT the EMPLOYER shall establish seniority listings as of the date of signing of the AGREEMENT. The lists shall be ordered from most to least seniority and shall include the employee's current job classification title. Such lists will be revised on an annual basis or as needed when an employee has completed a probationary period.
- 7.2 Seniority shall be defined as:
 - 7.21 Employer Seniority - the total length of continuous service with the EMPLOYER as indicated by the most recent date of hire.
 - 7.22 Department Seniority - the total length of continuous service within the Police Department, as indicated by the most recent date of hire within the Police Department:
and
 - 7.23 Job Classification Seniority - the total length of continuous service within a job classification, as indicated by the most recent date of hire within the job classification.
- 7.3 An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement. In case of lay-off, an employee shall retain his/her seniority at the time he/she is laid off. Unauthorized absence from work without notice to the EMPLOYER for three (3) consecutive workdays shall be considered a voluntary resignation except in case of emergency when it would not have been reasonably possible for the employee to have notified the employer.
- 7.4 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned employee may be replaced in the employee's previous position at the sole discretion of the EMPLOYER.

- 7.5 In case of promotion, lay-off, transfer or assignment to a job classification, seniority will be the determining factor when the job-relevant qualifications of employees are equal. In case job classification seniority between two employees is equal, department seniority shall prevail.
- 7.6 Employees laid-off by the EMPLOYER shall retain recall rights for a period of eighteen (18) months from the date of lay-off. If an opening occurs in the job classification from which the employee was laid off within the eighteen (18) months recall period, the employee will be recalled to fill that position provided that at the time of recall the employee meets the qualifications and other conditions of employment as determined by the EMPLOYER. It shall be the employee's responsibility to keep the EMPLOYER informed of the employee's current address. The EMPLOYER shall notify employees on lay-off to return to work by certified mail. The employee must return to work within two (2) weeks of receipt of this notification to be eligible for re-employment. If the employee fails to return to work at the time specified by the EMPLOYER, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.

ARTICLE VII. DISCIPLINE

- 8.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand.
 - b) written reprimand.
 - c) suspension.
 - d) demotion; or
 - e) discharge.
- 8.2 Notices of suspension, demotion, and discharge will be in written form and will state the reason(s) for the action taken. Notice of suspension will set forth the time period for which the suspension shall be effective. Notices of demotion will state the classification to which the employee is demoted. The UNION shall be provided with a copy of each such notice.
- 8.3 Written reprimands and notices of suspension, demotion or discharge which are to become part of an employee's personnel file shall be read and acknowledged as received by signature of the employee. Employees and the UNION shall be provided with a copy of such reprimands and/or notices. Discharge will be preceded by a five (5) calendar day suspension without pay unless the employee is a veteran as defined by Minnesota Statutes, Chapter 197.
- 8.4 An employee will not be questioned concerning an investigation regarding possible disciplinary action against the employee unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 8.5 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 8.6 Grievances relating to this Article may be initiated by the UNION in Step 3 of the grievance procedure.

ARTICLE IX. WORK SCHEDULES

- 9.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:
- a) hours worked on assigned shifts.
 - b) holidays.
 - c) assigned training.
 - d) authorized leave time.
- 9.2 Nothing contained in this, or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 9.3 Employees may voluntarily switch shifts within the same pay period with the prior approval of the EMPLOYER. Voluntary switching of shifts shall not obligate the EMPLOYER for overtime pay that would not have been paid to the officer originally assigned to the shift by the EMPLOYER. An employee shall indicate on the employee's time sheet if a switch of shifts has occurred.

ARTICLE X. OVERTIME

- 10.1 Employees shall be compensated at one and one-half times the employee's regular base pay rate plus longevity pay, if applicable, for hours worked in excess of the employee's regularly scheduled shift or in excess of eighty (80) hours in a fourteen (14) day work period. Changes of shifts do not qualify an employee for overtime under this Article. Overtime shall be calculated to the nearest fifteen minutes.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 Overtime refused by employees will for record purposes under ARTICLE 10.2 be considered as unpaid overtime worked.
- 10.4 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

ARTICLE XI. COURT TIME

- 11.1 An employee who is required by the EMPLOYER to appear in Court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's regular base pay rate plus longevity pay, if applicable.
- 11.2 An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

11.3 An employee shall receive one (1) hour of pay at one and one-half (1 ½) times the employee's regular base pay rate if not notified of court cancellation within 24 hours of the scheduled court appearance. The employee is not eligible for court pay if the cancelled court hearing was to occur during the employee's regularly scheduled shift.

ARTICLE XII - CALL BACK

- 12.1 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours of pay at one and one-half (1-1/2) times the employee's regular base pay rate plus longevity pay, if applicable. An extension of a regularly scheduled shift (both early report and/or a hold-over) does not constitute a call back.
- 12.2 Scheduled duties for training, meetings or special events are not considered call back and employees will be paid for hours worked at the regular base pay rate and will be subject to overtime in accordance with this contract.

ARTICLE XIII. JURY DUTY

An employee who is excused by the EMPLOYER for jury duty shall be paid an amount equal to the difference between the employee's jury duty pay, less mileage, and the employee's regular base pay, plus longevity pay, if applicable. If an employee is excused from jury duty prior to the end of the employee's scheduled shift, the employee shall notify the EMPLOYER who shall determine if the employee is to return to work.

ARTICLE XIV. INSURANCE

- 14.1 The employer will provide a health, major medical and dental policy for employees and their dependents which shall be referred to as Plan A. The employer will pay ninety percent (90%) of the employee only premium. The premium for family coverage will be split with seventy percent (70%) paid by the employer and thirty percent (30%) paid by the employee.
- An optional High Deductible Plan D will be made available to employees. The employer will pay 100% of the employee only premium and will pay the same dollar amount as calculated on the Plan A policy for family coverage. If the employee selects the High Deductible Option, the employer will contribute \$2,000 to the employee Health Savings account for family coverage and \$500 for single coverage. The employer contribution to the HSA will be made with the first payroll of each of the two years of the agreement period
- 14.2 The EMPLOYER will pay the total amount of the premium for a group accidental death and dismemberment and life insurance policy in the amount of ten thousand (\$10,000.00) dollars for each regular full-time employee.
- 14.3 The Employer will contribute up to three hundred dollars (\$300.00) annually for prescription or safety eyewear purchased by regular full-time employees.
- 14.4 The insurance coverage is subject to the limitations, benefits and conditions established by the EMPLOYER'S contract with the insurance carrier. The EMPLOYER is not liable for claims as a

result of a denial of insurance benefits by an insurance carrier. Any change in coverage will be negotiated with the UNION.

ARTICLE XV. SAVINGS CLAUSE

This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE XVI. MSRS HEALTH CARE SAVINGS PLAN

16.1 The Employer will establish a post-employment Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS). The fund will be funded with the following contributions:

- a. All Employees shall contribute \$25 per pay period.
- b. Any severance due to the Employee upon separation from employment from banked vacation, holiday, compensatory time, and sick leave shall be deposited into the Employee's Health Care Savings Plan. In the event of the Employee's death, these funds shall be paid to the Employee's estate.
- c. Employer will not contribute any money to the funds.

ARTICLE XVII. SICK LEAVE, DEFERRED SICK LEAVE AND SEVERANCE PAY

17.1 Sick Leave: Sick leave shall be accrued at the rate of 10 hours per month.

17.2 Severance Pay: At the time an employee retires, and/or otherwise terminates, the employee shall have deposited into their MSRS Health Care Savings Plan (HCSP) account a severance payment from accrued sick hours in accordance with the following schedule:

- 10% of total accrued hours - 0 to 840 hours
- 100% of total accrued hours - 841 hours to 1,200 hours
- 10% of total accrued hours - 1,201 hours and up

Notwithstanding any contrary or conflicting provisions of this Labor Agreement, any severance pay due to the employee upon separation from employment shall be deposited into the employee's HCSP account.

ARTICLE XVIII. - VACATION

18.1 Vacation accruals shall be granted in accordance with the following schedule. Each employee shall be required to take a minimum of forty-eight hours vacation per year, with any remaining unused vacation eligible for "sell-back" to the City at that employee's regular base pay rate during the same year it would otherwise be used as vacation time.

- 18.1.1 Employees hired prior to October 1, 2010, will receive their accrued vacation hours on January 1st of each year. Their vacation hours will be used in the calendar year in which they are earned. All employees shall have the option of carrying over a maximum of one hundred and twelve (112) hours of vacation (including holiday vacation bank) over into the next year. Vacation hours in excess of (112) not taken during the year and not eligible for carry-over shall automatically be sold back to the City at the straight time rate of pay applicable at the end of the year in which the hours were earned. The automatic sell-back will occur within one month of the end of the year in which the hours were earned.
- 18.1.2 Employees hired after October 1, 2010, will receive their accrued vacation hours on their employment anniversary date. Their vacation hours will be used in the year (365 days) following their anniversary date. All employees shall have the option of carrying over a maximum of one hundred and twelve (112) hours of vacation (including holiday vacation bank) over into the next year following their anniversary date. Vacation hours in excess of (112) not taken during the year and not eligible for carry-over shall automatically be sold back to the City at the straight time rate of pay applicable at the end of the year in which the hours were earned. The automatic sell-back will occur within one month of the end of the year in which the hours were earned.

18.2

<u>Years of Service</u>	<u>Hours of Vacation</u>
After 1	80
After 4	112
After 8	144
After 12	152
After 14	160
After 16	168
After 18	176
After 20	184
After 21	192
After 22	200
After 23	208
After 24	216
After 25	226

- 18.3. Employees hired after January 1, 2023 will begin to accrue vacation on the date of hire, however, employees are not eligible to use vacation for the first 90 days of employment. All employees may carry-over one hundred twelve (112) hours of their annual vacation accrual (including holiday vacation bank) into the next anniversary year. Vacation hours in excess of 112 not taken during the year shall automatically be sold back to the City at the straight time rate of pay applicable at the end of the year in which the hours were earned. The automatic sell-back will occur within one month of the end of the year in which the hours were earned.

Years of Service	Annual Vacation Hours Earned	Per Paycheck Accrual
<u>1-4</u>	80	<u>3.08</u>
<u>5-8</u>	112	<u>4.31</u>
<u>9-12</u>	144	<u>5.54</u>
<u>13-14</u>	152	<u>5.85</u>
<u>15-16</u>	160	<u>6.16</u>
<u>17-18</u>	168	<u>6.47</u>
<u>19-20</u>	176	<u>6.77</u>
<u>21</u>	184	<u>7.08</u>
<u>22</u>	192	<u>7.39</u>
<u>23</u>	200	<u>7.70</u>
<u>24</u>	208	<u>8.00</u>
<u>25</u>	216	<u>8.31</u>
<u>26 and over</u>	226	8.70

ARTICLE XIX. HOLIDAYS

19.1 The following eleven (11) days shall be considered holidays:

New Year's Day	January 1
Presidents' Day	3rd Monday in February
Good Friday	
Memorial Day	4th Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25

19.2 Employees shall receive total of one hundred ten (110) hours added to each employee's vacation time. Except as indicated in 19.3, the use of holiday time shall be treated the same as vacation, including the "sell-back" privilege. Employees required to work on a designated holiday shall be paid at two times their base pay rate plus longevity pay, if applicable.

The hours eligible for double time pay will be the twenty-four (24) hour period beginning at 12:00 a.m. on the day of the actual holiday. Hours worked on a holiday will not be eligible for overtime pay in addition to the double time pay.

- 19.3 Holiday leave time for a new employee or an employee leaving employment shall be appropriately prorated to reflect the actual holidays observed by the Employer as of the date of the event affecting employment status. If an employee leaving employment has taken more holiday leave time than the appropriate pro-rated amount, the difference shall be deducted from the employee's final paycheck.
- 19.4 Juneteenth shall be added as a holiday under the terms of this contract upon the adoption of Juneteenth by the State of Minnesota as an official state holiday. If adopted by the State of Minnesota each employee will receive an additional 10 hours of vacation time for the holiday.

ARTICLE XX. UNIFORMS

- 20.1 All employees by this AGREEMENT shall receive \$775 per year in 2023, 2024 and 2025 as a uniform allowance. Payment of the uniform allowance to be made to the employee as follows:
- 1/2 with the first payroll in June; and
1/2 with the first payroll in December

Yearly uniform allowance accrual begins on January 1 and shall accrue on the first of each month thereafter. Uniform allowance shall be pro-rated for new employees and employees separating employment based on the actual months worked.

- 20.2 Employer will purchase protective vests for all employees.

ARTICLE XXI. LEAVE FOR SERIOUS ILLNESS OR DEATH - IMMEDIATE FAMILY

- 21.1 The EMPLOYER will approve leave with pay not to be deducted from sick leave in case of death or serious illness in the immediate family. Such leave shall be limited up to a maximum of forty hours per occurrence. The number of hours used on the occasion of a death in the immediate family will be at the discretion of the EMPLOYER.
- 21.2 The term immediate family as referred to in this Article shall include the following family members: spouse, parent (including step and in-laws), child (including step), grandchild (including step), grandparents, brother and sister (including step and in-laws).
- 21.3 Serious illness shall generally be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition. Days when an employee may absent himself/herself from the workplace will be determined by the appropriate supervisor.
- 21.4 Any employee selected to act as a pallbearer, driver or military honor guard for a deceased person whose funeral takes place during the scheduled shift of the employee, will be allowed up to ten (10) hours of funeral leave with pay, not more than three (3) times per calendar year.

ARTICLE XXII. TRAINING

- 22.1 The EMPLOYER shall provide reimbursement for training expenses for assigned training in accordance with the EMPLOYER'S policy for all regular, full-time employees.
- 22.2 Training required by the EMPLOYER shall be counted as hours of work. When such training requires travel outside the City limits, travel time will be counted as hours of work.
- 22.3 Hours of work for training required by the EMPLOYER and travel outside of the City limits shall be compensated for in accordance with the Fair Labor Standards Act and with the provisions of the Article in this AGREEMENT that covers overtime, where applicable.
- 22.4 The EMPLOYER shall pay for the employee's P.O.S.T. license fee.

ARTICLE XXIII. MPPOA CONVENTION

- 23.1 The EMPLOYER will pay lodging, meal expense, and cost of travel for one employee to attend the MPPOA convention. Attendance at this conference will be open to employees designated by the members to attend. If attendees are working, their shift shall be covered. If scheduled off, there will be no hourly compensations.

ARTICLE XXIV. COMPENSATORY TIME OFF

- 24.1 An employee shall be given the option of compensatory time off in lieu of payment for overtime or double time. All comp time will accumulate at the appropriate overtime or double time rate. The maximum comp time accumulation an employee is allowed to carry at any one time is the equivalent of sixty hours of straight time. The maximum comp time accrual in a calendar year is 200 hours. Unused comp time may be cashed out by the employee at any time and added to the employee's next paycheck. Comp time will be taken with the mutual agreement of the employee and his/her supervisor. All comp hours remaining at the time of the final pay period of the year will be paid out at the employees' regular rate of pay. Comp hours will not carry-over to the next calendar year.
- 24.2 The sell back of compensatory hours does not count towards hours worked for overtime calculations.

ARTICLE XXV. INJURY ON DUTY

An employee injured on duty and receiving Workers Compensation shall receive the full amount of their regular rate of pay for the first sixty (60) calendar days by the City, covering the difference between the Workers Compensation benefit and the full amount of the employee's regular rate of pay. After that period, the employee may have the option of receiving the full amount of the employee's regular rate of pay, subject to the following conditions: a) the employee's Workers Compensation benefit shall be turned over to the employer; and b) the difference between the Workers Compensation benefit and the regular rate of pay shall be deducted from the employee's accumulated sick leave at the employee's discretion.

ARTICLE XXVI. DURATION

This AGREEMENT shall be effective as of January 1, 2023 and shall remain in full force and effect until the thirty first day of December 2025. In witness whereof, the parties hereto have executed this AGREEMENT on this ____ day of _____, 2022.

FOR THE CITY OF FAIRMONT;

FOR THE UNION;

Deborah J Foster, Mayor

Timothy Jeanetta, Business Agent

Patricia Monsen, City Clerk

Josh Walker, Steward

APPENDIX A – COMPENSATION

Job Classification	Position Points
Patrol Officer	229
Detective	272
Sergeant	287

Wage Scale

1. Each step on the scale will be a single year adjustment. Employees will be moved to the next step on the scale on their anniversary date (with the exception of newly promoted employees.)
2. Newly promoted employees will be moved to an appropriate step on the pay scale for the new classification that does not result in a pay reduction. The date of promotion will start the clock for future progression through the pay scale for the new classification
3. Employer maintains the ability to place a new hire at any step on the scale commensurate with their education and experience.

Shift Premium

In addition to the above listed hourly regular base rates, Employees will be paid an additional 2% of their hourly regular base rate for each hour actually worked between 6PM and 6AM.

Specialty Pay

1. Employees fulfilling the position of Field Training Officer (FTO) will receive an additional 3% of their hourly regular base rate of pay for hours spent conducting FTO duties with the probationary officer. Employer reserves the right to approve, modify, or alter the schedule and assignments of the FTO.
2. Employees fulfilling the positions of Use of Force Instructor, Taser Instructor, and Firearms Instructor will receive an additional 3% of their hourly regular base rate of pay for hours spent in the instruction of the assigned materials.

**APPENDIX B - CANINE OFFICER
COMPENSATION**

- I In addition to the regular rate of pay as provided for in Appendix A of this LABOR AGREEMENT, the Canine Officer(s) shall receive the following compensation:
- A. Compensation on scheduled days off: Canine officer shall be paid 1/2 hour at the current overtime rate.
 - B. Compensation on scheduled workdays: Canine officer shall receive 20 minutes compensatory time for each scheduled workday at a rate of one and one half (1-1/2) times the regular rate of pay. Said time shall be added to the Canine Officer's vacation balance at a rate of four (4) hours per pay period.
 - C. Canine officer compensation is limited to the designated canine officer. Employees that temporarily agree to care for the canine in the canine officer's absence will not receive the additional compensation in appendix or under Article XVII Call Back.

- II Canine Care and
Maintenance Food and
Medical Provision

The EMPLOYER shall provide all dog food and medical care for the canine(s), (i.e.: vitamins, medications, check-ups vaccinations, prescriptions and any other items deemed necessary by a veterinarian), for the life of the canine while employed by the City of Fairmont.

- III Clothing/Equipment

- A. Clothing Allowance

Canine officer(s) shall receive \$200.00/year in addition to the officer's regular uniform allowance.

LELS Proposed Steps 3.5% - 2023

Points	Grade	1	2	3	4	5	6	7	8	9	10	
225	252	8 \$	36.23 \$	37.19 \$	38.18 \$	39.19 \$	40.23 \$	41.30 \$	42.39 \$	43.51 \$	44.66 \$	45.84
253	286	9	39.22	40.26	41.33	42.43	43.55	44.70	45.88	47.10	48.35	49.63
287	316	10	42.46	43.59	44.75	45.94	47.16	48.41	49.69	51.01	52.36	53.75

LELS Proposed Steps 3.25% - 2024

Points	Grade	1	2	3	4	5	6	7	8	9	10	
225	252	8	37.41	38.40	39.42	40.46	41.53	42.63	43.76	44.92	46.11	47.33
253	286	9	40.50	41.57	42.67	43.80	44.96	46.15	47.37	48.63	49.92	51.24
287	316	10	43.84	45.00	46.19	47.41	48.67	49.96	51.28	52.64	54.03	55.46

LELS Proposed Steps 3% - 2025

Points	Grade	1	2	3	4	5	6	7	8	9	10	
225	252	8	38.53	39.55	40.60	41.68	42.78	43.91	45.07	46.26	47.49	48.75
253	286	9	41.71	42.82	43.95	45.11	46.31	47.54	48.80	50.09	51.42	52.78
287	316	10	45.15	46.35	47.58	48.84	50.13	51.46	52.82	54.22	55.66	57.13



Fairmont City Council
December 12, 2022

Agenda Item: 9.6

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

Subject: Non-Union Employees Wage and Policy Changes

Policy/Action Requested: Motion to approve the annual wage adjustments and employee handbook changes for non-union employees.

Vote Required: ___x___ Simple Majority _____ Roll Call

Recommendation: Staff recommends approval of the annual wage adjustments and employee handbook changes.

Overview:

The city's exempt staff, finance department, community development department, and administration are not part of a union. Changes for these employees' policy and wage adjustments are not part of a negotiation process. Administration meets with all non-union employees to discuss changes when union contracts are being negotiated. The following changes are recommended for our non-union contracts:

- 1. The council has already adopted the Grade and Step scale prepared by Abdo as part of the City's compensation study for non-union employees.
2. General wage adjustments to the scale of 3.5% in 2023, 3.25% in 2024, and 3.0% in 2025 in alignment with the wage adjustments negotiated with two of our unions.
3. The adoption of a new vacation accrual system for all non-union employees. Current employees receive their annual vacation accrual in a single lump sum at the end of the year (calendar or anniversary). The new system will transition all employees to a pay period accrual system. This system of accrual will improve recruitment making us more competitive with other employers. With this transition all employees will transition to a max carry-over of vacation of 112 hours annually.
4. The addition of Juneteenth as a city holiday only upon the adoption of the holiday by the State of Minnesota.

Staff recommends approval of the general wage adjustments and employee handbook changes.

Budget Impact:

The 2023 preliminary budget will cover the salary adjustments negotiated in this contract.

Attachments:

- 1. Updated sections of the Employee Handbook

Council Action: _____

Date: _____

Current

Employee Handbook

Section E. Time Off and Leave of Absences

Paragraph 9. Vacations

The purpose of vacation leave is to enable the employee to enjoy periodic rest from a regular job so that he or she may return to work refreshed. The Finance Director will maintain the official record of vacation leave credit and its use. Full-time employees will accrue vacation based on hours worked. Part-time, Seasonal/Temporary employees are not eligible for vacation.

- Departments will schedule vacation leaves with regard to seniority of employees, the department's operating requirements and, as possible, the requests of employees.
- In the event holidays occur during an employee's scheduled vacation, such holiday shall not be charged as vacation.
- An employee upon leaving the employment of the City shall be compensated for vacation leave that is available and unused to the date of termination, only after six (6) months of service.
- No employee shall receive cash payment in lieu of vacation unless approved by the City Administrator.
- An employee may carry over a maximum of 50% of earned in one year to the next year.
- At no time can the total accumulated vacation hours exceed 1.5 times the vacation hours earned in the current year.
- The City Administrator may advance an employee's position on the vacation scale due to past experience and/or educational achievement.
- Vacation leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee.
- Vacation may be requested in increments as small as one hour up to the total amount of the accrued leave balance.
- All vacation leaves and schedules must be approved by the department head. In approving such a schedule, the department director shall consider the needs of the City service and the seniority and wishes of the employees.
- Requests for vacation time for more than five (5) consecutive days should be made to the supervisor at least one (1) week in advance. This notice may be waived at the discretion of the Department Head and City Administrator.
- For employees hired after January 1, 2012 vacation is accrued on the employee's employment anniversary. Employees hired prior to December 31, 2011 will accrue their vacation on January 1.

- Vacation does count toward the calculation of overtime.

Vacation Schedule

Years of Service	Vacation Hours Earned
Less than one year	None
One through 6 years	80
Six years	88
Seven years	96
Eight years	104
Nine years	112
Ten years	120
Eleven years	128
Twelve years	136
Thirteen years	144
Fourteen years	152
Fifteen years	160
Sixteen and Seventeen years	168
Eighteen and Nineteen years	176
Twenty and Twenty-one years	184
Twenty-two years and above	200

Proposed

Employee Handbook

Section E. Time Off and Leave of Absences

Adopted by the Council: _____

Paragraph 9. Vacations

The purpose of vacation leave is to enable the employee to enjoy periodic rest from a regular job so that he or she may return to work refreshed. The Finance Director will maintain the official record of vacation leave credit and its use. Full-time employees will accrue vacation based on hours worked. Part-time, Seasonal/Temporary employees are not eligible for vacation.

- Departments will schedule vacation leaves with regard to seniority of employees, the department's operating requirements and, as possible, the requests of employees.
- In the event holidays occur during an employee's scheduled vacation, such holiday shall not be charged as vacation.
- An employee upon leaving the employment of the City shall be compensated for vacation leave that is available and unused to the date of termination, only after six (6) months of service.
- No employee shall receive cash payment in lieu of vacation unless approved by the City Administrator.
- An employee may carry over a maximum of 112 hours of vacation earned in one anniversary year to the next anniversary year.
- The City Administrator may advance an employee's position on the vacation scale due to past experience and/or educational achievement.
- Vacation leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee.
- Vacation may be requested in increments as small as one hour up to the total amount of the accrued leave balance.
- All vacation leaves and schedules must be approved by the department head. In approving such a schedule, the department head shall consider the needs of the City service and the seniority and wishes of the employees.
- Requests for vacation time for more than five (5) consecutive days should be made to the supervisor at least one (1) week in advance. This notice may be waived at the discretion of the Department Head and City Administrator.
- Vacation will accrue on a pay period basis in accordance with the accrual schedule below.
- Employees are not eligible to use vacation during the first three (3) months of employment.

- Vacation does count toward the calculation of overtime.

Years of Service	Annual Vacation Hours Earned	Per Pay Period Accrual
0-5	80	3.08
6	88	3.39
7	96	3.69
8	104	4.00
9	112	4.31
10	120	4.62
11	128	4.93
12	136	5.24
13	144	5.54
14	152	5.85
15	160	6.16
16 -17	168	6.47
18-19	176	6.77
20-21	184	7.08
22	200	7.70
23	208	8.00
24	216	8.31
25	224	8.62

The city will transition to pay period vacation accruals during calendar year 2023. To make this transition the following provisions will apply.

- All employees will receive a prorated accrual of vacation hours since their last accrual with the final pay period in December 2022 (paid in January 2023). With the first pay period in January 2023 vacation hours will begin to accrue on a pay period basis in accordance with the above schedule.

- b. During 2023, no max accrual amount will be applied. Starting in 2024 the maximum accrual amount of 112 hours will be applied on the employee's anniversary date.

Current

Employee Handbook

Section E. Time Off and Leave of Absences

Paragraph 2. Holidays

The following shall be paid holidays for employees of the City of Fairmont:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Any employee on a leave of absence without pay from the City or receiving Workers Compensation is not eligible for holiday pay.

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. When a non-exempt/nonrepresented employee's services are required for an emergency or performance of an essential public service on a holiday, the employee shall be entitled to pay at three (3) times their regular rate of pay plus holiday pay. Union represented employees shall be paid as described in their union contract.

Premium pay of three (3) times the regular hourly wage for non-exempt/non-represented employees required to work on a holiday will be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

Employees wanting to observe holidays other than those officially observed by the City may request either vacation leave or unpaid leave for such time off.

Holiday pay does count toward the calculation of overtime.

Proposed

Employee Handbook

Section E. Time Off and Leave of Absences

Adopted by the Council: _____

Paragraph 2. Holidays

The following shall be paid holidays for employees of the City of Fairmont:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth (If adopted by the State of Minnesota as an official holiday)
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Any employee on a leave of absence without pay from the City or receiving Workers Compensation is not eligible for holiday pay.

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. When a non-exempt/nonrepresented employee's services are required for an emergency or performance of an essential public service on a holiday, the employee shall be entitled to pay at three (3) times their regular rate of pay plus holiday pay. Union represented employees shall be paid as described in their union contract.

Premium pay of three (3) times the regular hourly wage for non-exempt/non-represented employees required to work on a holiday will be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

Employees wanting to observe holidays other than those officially observed by the City may request either vacation leave or unpaid leave for such time off.

Holiday pay does count toward the calculation of overtime.



Fairmont City Council
December 12, 2022

Agenda Item: 9.7

From: Paul Hoyer, Finance Director
To: Mayor and City Council

Subject: Accepting Donations to the City

Policy/Action Requested: To approve Resolution 2022-47 accepting donations to the City.

Vote Required: ___ Simple Majority ___ Roll Call X Two-thirds Majority

Recommendation: Approval

Overview: A City may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members.

Budget Impact:

Attachments:

- 1. Resolution 2022-47

Council Action: _____ Date: _____

RESOLUTION 2022-47
A RESOLUTION ACCEPTING A DONATIONS TO THE CITY.

WHEREAS, the City of Fairmont is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens, and that acceptance of such gift is subject to a resolution of the City Council adopted by a two-thirds majority of its members; and,

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

	Name of Donor	Amount
1	Lynda Tungland	\$5,000.00
2	Fairmont City Band	2,687.96
3	Craig Nelson	2,264.12
4	Walmart	2,000.00
5	American Legion Post 36	1,000.00
6	Stephen Urban	925.00
7	Fairmont Lions Club	700.00
8	Charles & Colleen Anderson	700.00
9	Summer Bartlett	700.00
10	Gina Willard	700.00
11	Knights of Columbus	685.00
12	Martin County Fair	500.00
13	Robert Clark	500.00
14	Lois Kester	200.00
15	Tom & Linda Sparks	50.00
16	Harlan Gorath	20.00
17	Pat Burns	10.00
18	Family of Alder Rose	700.00

WHEREAS, the terms and conditions of the donations, if any, are as follows:

Donation Number	Terms or Conditions
1	Residential lot
2	Band Shell
3	Landscaping
4	Police Department
5	Band Shell
6	Park Bench & tree
7	Park Bench
8	Park Bench
9	Park Bench
10	Park Bench
11	Dog Park
12	Police Department

RESOLUTION 2022-47

13	Band Shell
14	Band Shell
15	Band Shell
16	Band Shell
17	Band Shell
18	Park Bench

WHEREAS, all such donations have been contributed to the city in 2022 for the benefit of its citizens, as allowed by law; and,

WHEREAS, the City Council finds that it is appropriate and in the public interest to accept the donations offered.

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

PASSED, APPROVED AND ADOPTED this 12th day of December 2022.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk