

FAIRMONT CITY COUNCIL AGENDA

Monday, May 8, 2023, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
 - 4.1 Presentation from Martin Soil & Water Conservation District – Aquatic Invasive Species (03)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (04)
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, April 24, 2023 (05)
 - B. **Check Registers**
 - C. **Other**
 - 6.C.1 Event Permit-Visual Identity Vault, Tent/Sidewalk Sale, May 18 & 19, 2023 (09)
 - 6.C.2 Event Permit-Fairmont Lakes Foundation, Spring Fishing Tournament, May 20, 2023 (12)
 - 6.C.3 Event Permit-Legion Post 36 & VFW Post 1222, Memorial Day Parade, May 29, 2023 (15)
 - 6.C.4 Event Permit-Red Rock Center for the Arts, Memorial Day Community Picnic, May 29, 2023 (18)
 - 6.C.5 Event Permit-Indulge, Pop Up Event, June 6, 2023 (22)
 - 6.C.6 Event Permit-City of Lakes Garden Club, Garden Party & Plant Swap, June 10, 2023 (25)

6.C.7	Event Permit-Red Rock Center for the Arts, Good Morning Bedlam, June 14, 2023	(28)
6.C.8	Event Permit- Indulge, Pop Up Event, July 6, 2023	(31)
7.	Public Hearings	
8.	Old Business	
9.	New Business	
9.1	Airport Engineering & Planning Consultant Selection	(34)
9.2	Request for Demolition Assistance-Michael & Jaime Bliesmer	(35)
9.3	CER Lease	(42)
9.4	Interim City Administrator	(49)
9.5	Liquor Store Staffing	(57)
10.	Council Discussion	
10.1	Statutory Charter Updates	(58)
10.2	Charter Expense Reimbursement	(59)
11.	Staff/Liaison Reports	
A.	Public Works	
B.	Finance	
C.	City Administrator	
D.	Mayor/Council	
	Hasek – PUC, BZA	
	Kawecki – Planning Commission	
	Lubenow – HRA, Local Board of Appeal & Equalization	
	Maynard – FEDA, BZA	
	Miller – Visit Fairmont, Local Board of Appeal & Equalization, FEDA	
12.	Adjournment	



Fairmont City Council
May 8, 2023

Agenda Item: 4.1

From: Nick Lardy, Public Works Superintendent
To: Mayor and City Council

Subject: Presentation from Martin SWCD – Aquatic Invasive Species

Policy/Action Requested: Information Only
Vote Required: ____ Simple Majority ____ Roll Call

Recommendation:

Overview:

Dustin Benes or an appointed employee, from Martin Soil and Water Conservation District would like to give a brief presentation to the council and citizens of Fairmont concerning aquatic invasive species (AIS). They would like to provide periodic on-site inspections at Fairmont’s lake landings to detect, prevent and enlighten lake users of the latest AIS information.

Budget Impact: N/A

Attachments: N/A

Council Action: _____ Date: _____



Fairmont City Council
May 8, 2023

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
May 8, 2023

Agenda Item: 6.A.1

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

Subject: Council Minutes from Regular Meeting on April 24, 2023

Policy/Action Requested: To Approve City Council Minutes from April 24, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

Budget Impact: N/A

Attachments: City Council Minutes Regular Meeting, April 24, 2023

Council Action: _____ Date: _____

The minutes of the Fairmont City Council meeting held on Monday, April 24, 2023, at the City Hall Council Chambers.

Mayor Lee Baarts called the meeting to order at 5:30 p.m.

Council Members Wayne Hasek, Britney Kaweck, Randy Lubenow, Jay Maynard and Michele Miller were present. Also in attendance: City Administrator Cathy Reynolds, Finance Director Paul Hoye, City Clerk Patricia Monsen, Civil Engineer Tyler Cowing and City Attorney Cara Brown.

Council Member Kaweck made a motion to table agenda item 9.4 Fire Department for reasons it was not on the CIP. Council Member Lubenow seconded the motion and the motion failed. Council Member Maynard made a motion to approve the agenda as presented. Council Member Lubenow seconded the motion and the motion carried.

Mayor Baarts proclaimed April 28, 2023 as Arbor Day in the City of Fairmont. The public is invited to a tree planting celebration on April 28, 2023 at 1:30 p.m. on the northeast corner of South Prairie Avenue and State Street intersection.

During Public Comment, Joe Loughmiller thanked Reynolds for her leadership with the City. He encouraged the council to focus on Fairmont's long-term interests and expressed concerns about a community center. Loughmiller also asked the council to support the zoning code update. John Walters of the Walters Carlson Group stated that the city did not follow the appropriate procedures for his B1 rezoning request for 500 West Anna Street. Brian Paradis apologized to Reynolds for how a few on the council have treated her. He also urged the council to work as a whole for the betterment of the entire city.

Council Member Maynard made a motion to approve the consent agenda. Council Member Miller seconded the motion and the motion carried. Items on the consent agenda were: Minutes from the April 10, 2023 City Council meeting; payment of the April accounts payable; Event Permit for Jamie Kueker/GODIS4U! Ministries to hold HOPEFEST on July 21 and 22, 2023 at Sylvania Park; Event Permit for the American Legion, DAV & VFW to hold Veterans Serving Veterans Picnic on July 29, 2023 at Gomsrud Park; and a Temporary On-Sale Liquor License for Truman Fire Department Relief Association for the Martin County Fair August 14, 2023 to August 20, 2023.

Council Member Miller made a motion to direct staff to prepare a resolution to approve the Memorandum of Agreement to participate in the Policy Committee for the One Watershed, One Plan Development. Council Member Lubenow seconded the motion and the motion carried.

Council Member Maynard made a motion to approve **Resolution 2023-18**, awarding the 2023 Overlay Projects 2023-A to Ulland Brothers, Inc. of Albert Lea in the amount of \$530,080.96. Council Member Hasek seconded the motion and the motion carried.

Council Member Lubenow made a motion to approve **Resolution 2023-19**, granting a conditional use permit for a water-oriented accessory structure at 221 Krahmer Drive. Council Member Miller seconded the motion and the motion carried.

Council Member Maynard made a motion to approve utilizing CIP funds for a fire hall feasibility study. Council Member Miller seconded the motion. On roll call: Council Members Hasek, Maynard and Miller voted aye. Council Members Kawecki and Lubenow voted nay. Mayor Baarts declared said motion passed.

Council Member Miller made a motion to approve contracts with WOLD for architect services for the Sylvania Park Bandshell renovation and city hall updates. Council Member Hasek seconded the motion and the motion carried.

Council Member Lubenow made a motion to make Reynolds last day with the City be May 19, 2023, as requested. Council Member Maynard seconded the motion and the motion carried.

Council Member Kawecki made a motion to appoint Paul Hoye as interim in short term and to work with Reynolds until we can find an interim. After discussion, Kawecki withdrew her motion.

Council Member Kawecki made a motion to hire an interim City Administrator. Council Member Lubenow seconded the motion and the motion carried.

Council Member Miller made a motion to create a hiring committee consisting of the Mayor and the City Council Member at Large. Council Member Lubenow seconded the motion and the motion carried.

Council Member Lubenow made a motion to look for an outside hiring firm to work with the hiring committee and Reynolds. Council Member Maynard seconded the motion and the motion carried.

Reynolds stated that the Strategic Planning Session scheduled for May 3, 2023 has been cancelled. This is something that should be done with the new City Administrator. The HRA Board has an opening and applications are being accepted until May 3, 2023. The Local Board of Appeal and Equalization meeting is April 26, 2023, 9:00 a.m. in the city hall council chambers. Reynolds gave an update on the A & I project. Any citizens who have not had their electric and/or water meters changed should contact city hall. A new Public Works Director has been hired and should be on staff within the next 45 days.

Council Member Hasek stated that the PUC discussed the A & I projects and the Line Department has ordered three new transformers.

Council Member Kawecki reported that numbers at the library have been high. The library will be doing a roof project that will begin soon and there could be some tar odor related to the project. The library has hired a summer intern. The library will be holding weekly readings for youth in Spanish this summer.

Council Member Lubenow stated that the HRA has an opening on its Board. The Park Board was advised by Nick Lardy that they have been busy putting in docks and getting shelter houses and bathrooms ready for opening. There has been quite a bit of vandalism at our parks. Anyone with any information on vandalism at the parks is urged to report it to the law enforcement center. Lubenow reported that the new paint at the tennis and pickleball courts at Veterans Park is peeling off already. The shade shelters at the Winnebago Diamonds and the Soccer Fields are moving forward.

Council Member Maynard reported that he was unable to attend the Airport Board meeting. FEDA held a special meeting to approve the sale of the incubator and they approved four façade grants for downtown businesses.

Council Member Miller reported that CER has a printed brochure for the summer programs. They have been gifted sewing machines and are excited to offer sewing classes in the future. There are lots of new youth activities being offered this summer.

A motion was made by Council Member Miller, seconded by Council Member Hasek and carried to adjourn the meeting at 7:08 p.m.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
May 8, 2023

Agenda Item: 6.C.1

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

Subject: Event Permit – The Visual Identity Vault, Tent/Sidewalk Sale, May 18, 2023

Policy/Action Requested: Motion to approve the Event Permit for The Visual Identity Vault to hold a Tent/Sidewalk Sale in front of their store located at 206 Downtown Plaza on May 18 and May 19, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Visual Identity Vault has made an application for an Event Permit to hold a Tent/Sidewalk Sale in front of their store May 18 and 19, 2023. This event will include a food truck parked in front of their store front located at 206 Downtown Plaza.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 05-03-23

Permit Fee: \$15.00

Event: Tent/Side walk sale

Sponsoring entity: The Visual Identity Vault

Address: 206 Downtown Plaza Fairmont MN 56031

Maximum estimated number of persons expected to attend at any one time: 50

Event coordinator(s): Jay Douscher
Contact Info: 507-238-9793 Phone #
Jay@tvivmn.com E-mail

Primary contacts (during event):
Name: Jay Douscher Name Tanya Douscher
Cell#: 507-238-9793 Cell# 507-238-9793
E-mail: Jay@tvivmn.com E-mail: Tanya@tvivmn.com

Event Start: Day/Date 05-18-23 Time: 9am-5pm
Event End: Day/Date 05-19-23 Time: 9am-5pm
Setup: Day/Date 05-18-23 Start time: 7am End Time: 9am
Teardown: Day/Date 05-18-23 and 05-19-23 Start time: 5pm End Time: 5pm

05-18-23 and 05-19-23 We will tear down each day at end of event

- 1. Type and description of the event and a list of all activities to take place at the event.
Tent/Sidewalk sale Selling Various retail items.

- 2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.
206 Downtown Plaza East Side parking Spaces From 2nd street to 3rd street

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

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

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

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

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? ____ Yes; No
If yes, please describe: _____

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

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

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

Signature Jay M. Doyon Title Owner Date 5/3/23

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>5/3/23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; ____ No	Council Meeting Date: <u>5/8/23</u>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
May 8, 2023

Agenda Item: 6.C.2

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

Subject: Event Permit – Fairmont Lakes Foundation, Spring Fishing Contest, May 20, 2023

Policy/Action Requested: Motion to approve the Event Permit for the Fairmont Lakes Foundation to hold a Spring Fishing Contest on May 20, 2023 at Gomsrud Park.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Fairmont Lakes Foundation has made application for an Event Permit to hold their Spring Fishing Contest on May 20, 2023 at Gomsrud Park.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 4/20/23

Permit Fee: \$15.00

Event: Fairmont Lakes Foundation Inc. Spring fishing Tournament

Sponsoring entity: Fairmont Lakes Foundation Inc.

Address: Fairmont MN 56031

Maximum estimated number of persons expected to attend at any one time: 100 (50 Boats 2 people)

Event coordinator(s): Jim Utermark

Contact Info: 507 236 3942 Phone #

jutermarck@gmail.com E-mail

Primary contacts (during event):

Name: Jim Utermark

Name: _____

Cell#: 507-236-3942

Cell#: _____

E-mail: jutermarck@gmail.com

E-mail: _____

Event Start: Day/Date 5/20/23 Time: 6:30 am

Event End: Day/Date 5/20/23 Time: 3:00 pm

Setup: Day/Date 5/20/23 Start time: 6:00 am End Time: 7:00 am

Teardown: Day/Date 5/20/23 Start time: 3:00 pm End Time: 3:30 pm

1. Type and description of the event and a list of all activities to take place at the event.

Spring fishing tournament on the 4 lakes you can
get to by boat - George, Sisseton, Budd & Hall
Maximum of 50 Boats, 100 people - 2 person teams per boat -

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

Gonservel Shultz House, Boat Launching and
Gonservum on Budd Lake Side, park trailers near the
Volleyball courts on the public lot.

3. Will outside drinking water or waste collection systems be supplied? Yes; No
If yes, supply public health plans, including the number of toilet facilities that will be available.
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? Yes; No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): Yes; No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: A Bull horn may be used + Shore off; Annual winners
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? Yes; No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service? Yes; No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

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

Signature [Signature] Title Board Member FLF, INC. Date 4/20/23

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

Office Use Only

\$15.00 Fee Paid	Date: <u>4/21/23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>5-8-23</u>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
May 8, 2023

Agenda Item: 6.C.3

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

Subject: Event Permit – Legion Post 36 & VFW Post 1222, Memorial Day Parade, May 29, 2023

Policy/Action Requested: Motion to approve the Event Permit for the Legion Post 36 and VFW Post 1222 to hold the Memorial Day parade on May 29, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Legion Post 36 and VFW Post 1222 have made application for an Event Permit to hold the Memorial Day Parade on May 29, 2023. The parade will begin at Veteran’s Park and proceed north on Prairie Avenue to Winnebago Avenue. It will then go east on Winnebago Avenue to the Martin County Veterans Memorial by Winnebago Sports Complex.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: May 29, 2023

Permit Fee: \$15.00

Event: Memorial Day

Sponsoring entity: Legion Post 36 + VFW Post 1222 Front.

Address: 300 Downtown Place

Maximum estimated number of persons expected to attend at any one time: 250+

Event coordinator(s): Steve Langford + Steve Fosness

Contact Info: 507-236-1797 Phone # 507-230-1532
E-mail

Primary contacts (during event):

Name: Jim Miller

Name _____

Cell#: 507-236-1026

Cell# _____

E-mail: _____

E-mail: _____

Event Start: Day/Date 29 May 2023

Time: 9:00 am

Event End: Day/Date _____

Time: 12:00 Noon

Setup: Day/Date _____

Start time: _____

End Time: _____

Teardown: Day/Date _____

Start time: _____

End Time: _____

1. Type and description of the event and a list of all activities to take place at the event.

Parade - participants, American Legion + VFW Veterans
Boy/Girl Scouts, Fairmont High School band

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

Parade Route: Veterans Park Corner + 2nd Street + Prairie Avenue.
down Prairie Avenue to Winnebago Avenue, East on
Winnebago Avenue to Martin County Veterans Memorial

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

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

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

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

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: High School Band

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

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

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

Signature Steven D. Langford Title _____ Date 4-25-23

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>4/25/23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>5-8-23</u>	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

- City
- Applicant
- Police
- Parks/Streets
- Other



Fairmont City Council
May 8, 2023

Agenda Item: 6.C.4

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

Subject: Event Permit – Red Rock Center for the Arts, Memorial Day Community Picnic, May 29, 2023

Policy/Action Requested: Motion to approve the Event Permit for Red Rock Center for the Arts to hold the Memorial Day Community Picnic on May 29, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Red Rock Center for the Arts have made application for an Event Permit to hold the Memorial Day Community Picnic at their facility on May 29, 2023. This event blocks the west lane of traffic on Elm Street between the Red Rock Center’s parking lot and the museum’s driveway.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 05/01/2023 Permit Fee: \$15.00 Event: Memorial Day Community Picnic

Sponsoring entity: Red Rock Center for the Arts

Address: 222 E Blue Earth Ave. Fairmont

Maximum estimated number of persons expected to attend at any one time: 200

Event coordinator(s): Sonja Fortune
Contact Info: Phone: 507-235-9262
E-mai: info@redrockcenter.org

Primary contacts (during event):
Name: Sonja Fortune Cell# 507-236-4170:

Event Start: Day/Date Mon., May ²⁹~~25~~, 2023 Time: 11pm Event End: 1pm
Setup: Monday, May 25, 10am Teardown: Monday, May 25, 1:30pm

- 1. Type and description of the event and a list of all activities to take place at the event.

Kiddie carnival outdoors: barrel rides, face painting, balloon twisting, art projects, petting zoo. Music and food indoors.

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

Red Rock Center. 3 picnic tables along Elm Street Boulevard and gabrage can. Crosswalk sign. Barricade at red rock driveway and museum parking lot.

- 3. Will outside drinking water or waste collection systems be supplied? ____ Yes; X No If yes, supply public health plans, including the number of toilet facilities that will be available.
- 4. Will the event be providing: fire prevention, emegency medical service, security and severe weather shelter. ____ Yes; X No If yes, provide the written plan.

5. Will organizers allow outside food wagon/vendors at the event? Yes; No If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment
6. Will camping or temporary overnight lodging be for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): _____ Yes; No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: Typical band setup
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns?
 Yes; _____ No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).

West lane barricaded between Red Rock parking lot across from museum driveway.

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

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

Signature Sonja Fortune Title Executive Director Date 5/1/2023

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

Office Use Only	
\$15.00 Fee Paid	Date: Received by:
Requires Council Approval	____ Yes; ____ No Council Meeting Date: Action:
City Administrator Approval	Yes No Date

Permit distribution:
 City
 Applicant

____ Police
____ Parks/Streets
____ Other



Fairmont City Council
May 8, 2023

Agenda Item: 6.C.5

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

Subject: Event Permit – Indulge, Indulge Pop Up, June 6, 2023

Policy/Action Requested: Motion to approve the Event Permit for indulge to hold an Indulge Pop Up in front of their store located at 83 Downtown Plaza on June 6, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Indulge has made application for an Event Permit to hold an Indulge Pop Up on June 6, 2023. This event will be a food truck parked in front of their store front located at 83 Downtown Plaza.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: June 6th 2023 Permit Fee: \$15.00

Event: Indulge Pop Up

Sponsoring entity: _____

Address: 83 Downtown Plaza, Fairmont, MN 56031

Maximum estimated number of persons expected to attend at any one time: _____

Event coordinator(s): Laura Piker
Contact Info: 507-239-5354 Phone #
laurapiker@outlook.com E-mail

Primary contacts (during event):
Name: Laura Piker Name _____
Cell#: 507-239-5354 Cell# _____
E-mail: laurapiker@outlook.com E-mail: _____

Event Start: Day/Date June 6 Time: 10:30
Event End: Day/Date June 6 Time: 4:30
Setup: Day/Date same Start time: _____ End Time: _____
Teardown: Day/Date same Start time: _____ End Time: _____

1. Type and description of the event and a list of all activities to take place at the event.
just food truck. couple chairs

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

3. Will outside drinking water or waste collection systems be supplied? Yes; No
If yes, supply public health plans, including the number of toilet facilities that will be available.
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? Yes; No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): Yes; No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: _____
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? Yes; No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service? Yes; No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

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

Signature [Signature] Title owner Date 5-3-23

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>5/3/23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>5/8/23</u>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
May 8, 2023

Agenda Item: 6.C.6

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

Subject: Event Permit – City of Lakes Garden Club, Garden Party and Plant Swap, June 10, 2023

Policy/Action Requested: Motion to approve the Event Permit for City of Lakes Garden Club to hold a Garden Party and Plant Swap at Lincoln Park on June 10, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The City of Lakes Garden Club has made an application for an Event Permit to hold a Garden Party and Plant Swap at Lincoln Park on June 10, 2023. The event will be held in the open-air shelter at the park from 9:00 a.m. to 11:00 a.m.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 04-10-2023

Permit Fee: \$15.00

Event: City of Lakes Garden Club Garden Party & Plant Swap

Sponsoring entity: City of Lakes Garden Club of Fairmont, MD

Address: 1378 Oak Beach Drive, Fairmont MD 56031

Maximum estimated number of persons expected to attend at any one time: _____

Event coordinator(s): heslie Walkowiak
Contact Info: 651-895-6578 Phone #

lesliewalkowiak@yahoo.com E-mail

Primary contacts (during event):

Name: heslie Walkowiak Name: _____
Cell#: 651-895-6578 Cell#: _____
E-mail: lesliewalkowiak@yahoo.com E-mail: _____

Event Start:	Day/Date	<u>06-10-2023</u>	Time:	<u>09:00 a.m.</u>
Event End:	Day/Date	<u>06-10-2023</u>	Time:	<u>11:00 a.m.</u>
Setup:	Day/Date	<u>06-10-2023</u>	Start time:	<u>07:00 a.m.</u>
			End Time:	<u>09:00 a.m.</u>
Teardown:	Day/Date	<u>06-10-2023</u>	Start time:	<u>11:00 a.m.</u>
			End Time:	<u>12:00 p.m.</u>

- Type and description of the event and a list of all activities to take place at the event.
Garden Party and Plant Swap
Plant Swap: Bring a Plant, Take a plant home
Silent Auction - Garden Related Items
Educational Information - Garden Related
Children's Activities / Crafts
Door Prize(s)
Light Refreshments

- Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.
Hinch Park - Open Shelter map provided
of location for individual events to take place
during the party/events.

3. Will outside drinking water or waste collection systems be supplied? Yes; No
 If yes, supply public health plans, including the number of toilet facilities that will be available.
We will provide bottled water, and bring extra garbage bags for clean-up
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; No
 If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? Yes; No
 If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): Yes; No
 If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
 If yes, please describe: _____
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? Yes; No
 If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service? Yes; No
 If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

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

Signature *Jeanne Walker* Title President COLGC Date 04-10-2023

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>5/1/23</u>	Received by: <u><i>[Signature]</i></u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>5/8/23</u>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
May 8, 2023

Agenda Item: 6.C.7

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

Subject: Event Permit – Red Rock Center for the Arts, Good Morning Bedlam Concert, June 14, 2023

Policy/Action Requested: Motion to approve the Event Permit for Red Rock Center for the Arts to hold a concert at Gomsrud Park on June 14, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Red Rock Center for the Arts have made application for an Event Permit to hold a concert featuring Good Morning Bedlam at Gomsrud Park on June 14, 2023. This is a high energy family friendly band.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 05/01/2023 Permit Fee: \$15.00 Event: Family Concert in the Park

Sponsoring entity: Red Rock Center for the Arts 1

Address: 222 E Blue Earth Ave. Fairmont

Maximum estimated number of persons expected to attend at any one time: 200

Event coordinator(s): Sonja Fortune
Contact Info: Phone: 507-235-9262
E-mai: info@redrockcenter.org

Primary contacts (during event):
Name: Sonja Fortune Cell# 507-236-4170:

Event Start: Day/Date Wed., June 14, 2023 Time: 6pm Event End: 9pm
Setup: Wed., June 14, 3pm Teardown: Wed., June 14, 9pm

1. Type and description of the event and a list of all activities to take place at the event. Good Morning Bedlam, high energy family friendly band.
2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.
Gomsrud Park
Band will set up just outside the of shelter house on the north side. 12 benches in the open area near the basketball court.
3. Will outside drinking water or waste collection systems be supplied? Yes; No If yes, supply public health plans, including the number of toilet facilities that will be available.
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; No If yes, provide the written plan.
5. Will organizers allow outside food wagon/vendors at the event? Yes; No If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment

6. Will camping or temporary overnight lodging be for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): _____ Yes; X No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? X Yes; _____ No
If yes, please describe: Typical band setup
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? _____ Yes; X No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service? _____ Yes; X No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

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

Signature Sonja Fortune Title Executive Director Date 5/1/2023

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

Office Use Only	
\$15.00 Fee Paid	Date: Received by:
Requires Council Approval	<input checked="" type="checkbox"/> Yes; _____ No Council Meeting Date: Action: 5/8/23
City Administrator Approval	Yes No Date

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



Fairmont City Council
May 8, 2023

Agenda Item: 6.C.8

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

Subject: Event Permit – Indulge, Indulge Pop Up, July 6, 2023

Policy/Action Requested: Motion to approve the Event Permit for indulge to hold an Indulge Pop Up in front of their store located at 83 Downtown Plaza on July 6, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Indulge has made application for an Event Permit to hold an Indulge Pop Up on July 6, 2023. This event will be a food truck parked in front of their store front located at 83 Downtown Plaza.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: July 6th 2023 Permit Fee: \$15.00

Event: Indulge P.P. UP

Sponsoring entity: _____

Address: 83 Downtown Plaza Fairmont MA

Maximum estimated number of persons expected to attend at any one time: _____

Event coordinator(s): Laura Pizer

Contact Info: 51254 2331 Phone #

Laura Pizer E-mail

Primary contacts (during event): netmail.com

Name: Laura Pizer Name _____

Cell#: 234 5331 Cell# _____

E-mail: Laura.Pizer@netmail.com E-mail: _____

Event Start: Day/Date July 6th Time: 10:30

Event End: Day/Date July 6 Time: 4:30

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

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

1. Type and description of the event and a list of all activities to take place at the event.
food trucks couple table & chairs

2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.
infront of Indulge Fairmont
Co
not infront of municip steel, couple to it

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

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

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

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

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: _____

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

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

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

Signature _____ Title Mayor Date 5.3.23

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>5/3/23</u>	Received by: <u>PCW</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>5/8/23</u>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
May 8, 2023

Agenda Item: 9.1

From: Lee Steinkamp
To: Mayor and City Council

Subject: Airport Engineering and Planning Consultant Selection.

Policy/Action Requested: Motion to approve the selection of KLJ engineering as the airport consultant.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

The Airport was required by the FAA to go through consultant selection for engineering and planning services. This is due to some new upcoming projects that were not in the Capital Improvement Plan. We received two statements of qualifications from different consultants. The proposals were reviewed by staff and an airport advisory board member. Based on review scores, KLJ Engineering scored the highest. The Airport Advisory Board recommended selecting KLJ Engineering for the Airport Consultant.

Budget Impact: None

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
May 8, 2023

Agenda Item: 9.2

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

Subject: Request for Demolition Assistance – Michael & Jaime Bliesmer

Policy/Action Requested: To approve or deny demolition assistance at 50% of the actual cost up to \$10,000.
Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Michael & Jaime Bliesmer have applied for demolition assistance for a commercial building located at 912 North State Street. This building was the old cylinder fill platform and is beyond repair and a safety hazard. The Bliesmers are requesting that the city assist in the demolition costs of 50%. The Bliesmers are proposing to use this area for parking.

Budget Impact: Budgeted

Attachments:

1. Application
2. Property information
3. Photo
4. Estimate for demolition

Council Action: _____ Date: _____



City of Fairmont
Financial Assistance for the Demolition of Blighted Properties
Program Application

Applicant Name: Michael and Jaime Bliesmer

Address of Applicant: 316 Park St. Sherburn, MN

Telephone Number: 507-236-8096 Email: mjbliesmer@mideo.net

Address of property to be demolished: 912 N. State St. - 1 building "old Cylinder Hill" platform

- 1. Description of property and reason for request: Building is beyond repair and is a safety hazard. Assistance will help cover demolition, and help cover costs of bringing area back to grade for parking.
2. What do you plan to do with the property after demolition? will be used as more parking of equipment for B+B Gas Piping

3. Date demolition will be complete by: June 1, 2023

The applicant agrees to demolish the substandard structure within one year following application date. In addition, the applicant agrees to obtain all necessary demolition and building permits and to observe all applicable Building Code provisions during the demolition and/or construction process. It is further agreed that the applicant will hold the City, its officers, agents, and employees harmless from all claims, acts, or event resulting directly or indirectly on account of this application.

Michael W. Bliesmer
Applicant Signature

4-29-23
Date

FOR CITY USE
Date of Council Action Approved Disapproved
Date Demo Permit Issued Date Grant Proceeds Issued

Summary

Parcel ID 230390300
 Property Address 912 STATE ST N
 FAIRMONT MN 56031
 Sec/Twp/Rng 04-102-030
 Brief Tax Description SECT-04 TWP-102 RANGE-030 UNPLATTED .70 AC .70AC SW COR SW1/4 .70
 (Note: Not to be used on legal documents)
 Deeded Acres 0.70
 Class 233 - (NON-HSTD) 3A COMMERCIAL LAND AND BUILDING
 District (2301) CITY OF FAIRMONT-2752
 School District 2752
 Neighborhood 00311060 - FMT H 15 N
 Contact Appraiser: [Michael Sheplee](#)

[View Map](#)



Owner

Primary Owner
[MICHAEL W & JAIME BLIESMER](#)
 316 PARK ST
 SHERBURN MN 56171

Buildings

Building 1
 Year Built 1949
 Architecture N/A
 Above Grade Living Area 0
 Construction Quality 02
 Condition A
 Foundation Type SLAB/GRADE
 Frame Type Wood or Steel Frame (D)
 Size/Shape
 Exterior Walls STEEL LAP
 Windows N/A
 Roof Structure GABLE/HIP
 Roof Cover MODULAR MT
 Interior Walls DRYWALL
 Floor Cover CONC FINSH
 Heat FORCED AIR
 Air Conditioning CEN.REFRIG
 Bedrooms 0
 Bathrooms N/A
 1st Floor Area Sq Ft 3532
 Stories 1

Building 2
 Year Built 1940
 Architecture N/A
 Above Grade Living Area 0
 Construction Quality 04
 Condition A
 Foundation Type SLAB/GRADE
 Frame Type Pre-Engineered Steel (S)
 Size/Shape
 Exterior Walls STL PANEL
 Windows N/A
 Roof Structure BOWSTRTRUS
 Roof Cover MODULAR MT
 Interior Walls MINIMUM
 Floor Cover CONC FINSH
 Heat N/A
 Air Conditioning N/A
 Bedrooms 0
 Bathrooms N/A
 1st Floor Area Sq Ft 3532
 Stories 1

Land

Seq	Code	Dim 1	Dim 2	Dim 3	Units	UT
1	FMT I-90 2 HWY15 1	0	0	0	30,135.000	S
2	VL	0	0	0	0.700	A
Total					30,135.700	

Sales

Multi Parcel	Instr Type	Qualified Sale	Sale Date	Buyer	Seller	Sale Price	Adjusted Sale Price	eCRV
N	WD	U	2/4/2020	BLIESMER,MICHAEL & JAIME D	FERRELLGAS L.P.	\$77,000	\$77,000	<u>1062197</u>

Please contact Assessor's Office for CRV's prior to October 2014

Valuation

	2023 Assessment	2022 Assessment	2021 Assessment	2020 Assessment
+ Estimated Land Value	\$60,300	\$48,200	\$48,200	\$37,500
+ Estimated Building Value	\$26,500	\$25,200	\$25,700	\$90,800
+ Estimated Machinery Value	\$0	\$0	\$0	\$0
= Total Estimated Market Value	\$86,800	\$73,400	\$73,900	\$128,300

Taxation

	2023 Payable	2022 Payable	2021 Payable	2020 Payable	2019 Payable
Classification	233 - 3A COMMERCIAL LAND AND BUILDING	233 - 3A COMMERCIAL LAND AND BUILDING	233 - 3A COMMERCIAL LAND AND BUILDING	233 - 3A COMMERCIAL LAND AND BUILDING	233 - 3A COMMERCIAL LAND AND BUILDING
Estimated Market Value	\$73,400	\$73,900	\$128,300	\$114,200	\$113,500
- Excluded Value	\$0	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0	\$0
= Taxable Market Value	\$73,400	\$73,900	\$128,300	\$114,200	\$113,500
Net Taxes Due	\$1,439.00	\$1,551.00	\$2,745.00	\$2,477.00	\$2,387.00
+ Special Assessments	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
= Total Taxes Due	\$1,508.00	\$1,620.00	\$2,814.00	\$2,546.00	\$2,456.00
% Change	-6.91%	-42.43%	10.53%	3.66%	8.48%

IF YOU OWE BACK TAXES PLEASE CALL THE AUDITOR/TREASURER OFFICE

Taxes Unpaid

	Current Taxes Due
Unpaid Tax	\$1,508.00
+ Unpaid Penalty	\$0.00
+ Unpaid Fees	\$0.00
+ Unpaid Interest	\$0.00
= Unpaid Total	\$1,508.00

IF YOU OWE BACK TAXES PLEASE CALL THE AUDITOR/TREASURER OFFICE FOR A FULL BREAKDOWN

Tax Statements



- [2023 Tax Statement \(PDF\)](#)
- [2022 Tax Statement \(PDF\)](#)
- [2021 Tax Statement \(PDF\)](#)
- [2020 Tax Statement \(PDF\)](#)
- [2019 Tax Statement \(PDF\)](#)
- [2018 Tax Statement \(PDF\)](#)

Proposed Taxes



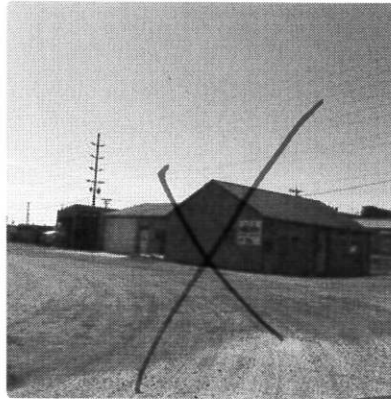
- [2023 Proposed Taxes \(PDF\)](#)
- [2022 Proposed Taxes \(PDF\)](#)

Valuation Notice



- [2024 Valuation Notice \(PDF\)](#)
- [2023 Valuation Notice \(PDF\)](#)
- [2022 Valuation Notice \(PDF\)](#)
- [2021 Valuation Notice \(PDF\)](#)

Photos



Recent Sales In Area

Sale date range:

From:

01/01/2022

To:

04/28/2023

Sales by Neighborhood

Sales by Subdivision

1500

Feet



Sales by Distance

No data available for the following modules: Sub Area Square Footage, Extra Features.

TERMS AND CONDITIONS: Every attempt has been made to ensure that the information contained on this website is valid at the time of publication. Martin County reserves the right to make additions, changes, or corrections at any time and without notice. Martin County disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies and is not responsible for misuse or misinterpretation.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 4/28/2023, 11:08:48 AM

Developed by
 Schneider
GEOSPATIAL

Version 3.1.6





www.bandbpiiping.com

B&B Gas Piping Plus, L.L.C.
 1210 East 12th St.
 Fairmont, MN 56031
 Phone: 507-235-2608
 Fax: 507-238-2610

Estimate

Date	Estimate #
4/26/2023	4381

Name / Address
Michael Bliesmer 316 Park St. Sherburn, MN 56171

Terms

THIS ESTIMATE IS NULL AND VOID AFTER 15 DAYS FROM DATE OF ESTIMATE.
 This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and material which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

PROJECT

Item	Description	Qty	Cost	Total
	Demolition, removal and Bring site back to grade.			
Excavator	John Deere 50G excavator	24	180.00	4,320.00
MISCELLANEO...	Delivery to Ponderosa Landfill and Landfill cost		1,800.00	1,800.00
MISCELLANEO...	Concrete disposal		500.00	500.00
LABOR	LABOR- man hours	80	90.00	7,200.00
MISCELLANEO...	bocat	20	75.00	1,500.00
MISCELLANEO...	Fill material		2,000.00	2,000.00
	Sales Tax		6.875%	0.00

	PLUS ANY APPLICABLE SALES TAX	Total	\$17,320.00
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Fairmont City Council
May 8, 2023

Agenda Item: 9.3

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

Subject: CER Lease

Policy/Action Requested: Motion to approve the lease agreement with CER in the SMEC building.
Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval

Overview:

In 2021 the City and the School District entered into a lease agreement for CER in the SMEC building. The current lease will expire on June 30, 2023. Staff has had discussions with CER and the Superintendent about the lease and the School Board approved a new lease with the City for the SMEC building. The lease is now being presented to council for their approval.

The terms of the lease remain the same with CER leasing two rooms with the ability to utilize the remaining rooms in the SMEC building for CER offerings. CER will continue to manage rentals for the remainder of the building. This relationship has proven to be a great utilization of the SMEC building and it has been encouraging to see the building be utilized by members of the community for various purposes.

Budget Impact:

Attachments:

- 1. CER Lease

Council Action: _____

Date: _____

LEASE

THIS LEASE AGREEMENT is made by and between the City of Fairmont hereinafter referred to a LESSOR, and Independent School District 2752 hereinafter referred to as LESSEE.

WITNESSETH: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. LEASED PREMISES
LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Fairmont, County of Martin, Minnesota, to-wit: **Room 131 (786 sq.ft.) and Room 135 (1077 Sq.ft.)** (Total approximate space is **1863 square feet** of the Southern Minnesota Education Campus (SMEC) located at 115 S. Park Street. Additional classrooms are available and may be utilized when not otherwise rented for programs held by Community Education and Recreation (CER).
2. USE – COMMUNITY EDUCATION AND RECREATION
LESSEE shall have exclusive use of Rooms 131 and 135 for CER offices and programs.
3. TERM
The term of this Lease Agreement is two (2) years, commencing on July 1, 2023 and continuing through June 30, 2025.
4. PAYMENT OF RENT
 - 4.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement LESSEE agrees to pay to LESSOR the sum of \$12,000 per year payable as \$1000 per month.
 - 4.2 LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this Lease Agreement.
5. OPTION TO RENEW
This agreement may be renewed on an annual basis following the initial term of the lease. Notice of intent to renew should be provided 60 days prior to the expiration of the lease term. Rental rates will be set with each renewal period.
6. TERMINATION
 - 6.1 This Lease Agreement may be terminated by either party upon giving ninety (90) days written notice.
 - 6.2 LESSEE covenants that at the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate

and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. Any equipment, trade fixtures or furniture installed by LESSEE, including but not limited to moveable partitions, shelving units, projection screens and audio-video equipment attached to the Leased Premises by LESSEE, shall remain the property of LESSEE. LESSEE shall have the right to remove the above equipment or fixtures at the expiration or termination of the Lease Agreement or any extension thereof, even though said equipment or fixtures are attached to the Leased Premises. LESSEE must repair any damage from removal of equipment as its sole cost.

7. DUTIES OF LESSOR

LESSOR shall, at its expense, provide the following:

7.1 Utilities: LESSOR shall bear the cost of all utilities.

7.2 Janitorial Service: LESSOR shall provide janitorial services and supplies to the general classrooms and common areas of the building.

7.3 Trash Removal: LESSOR shall provide the Leased Premises with a means or system of waste or trash disposal.

7.4 Common Areas: LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas of the Leased Premises, including stairways, elevators, lobbies, and hallways, so that such areas shall be safe and reasonably comfortable.

7.5 Snow Removal: LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building free from snow, ice, and debris, including the parking lot.

7.6 Maintenance: LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

7.10 Repairs: LESSOR shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

7.11 Delivery of Leased Premises: LESSOR covenants that it will deliver the Leased Premises to LESSEE in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.

- 7.12 Quiet Enjoyment: LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement any extension or renewal thereof.
- 7.13 Taxes and Assessments: LESSOR shall be responsible for payment of all taxes and assessments upon the Leased Premises.
- 7.14 Exterior Lighting: LESSOR shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- 7.15 Accessibility: LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- 7.16 Management: LESSOR agrees that in exercising its management responsibilities of the property of which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

8. DUTIES OF LESSEE

- 8.1 LESSEE will maintain a schedule for all rooms located in the SMEC building not otherwise in a long-term lease through LESSOR and will serve as management agent for scheduling and renting available space. All rents received from the short-term space rentals will be paid to LESSOR. LESSOR will provide LESSEE with a rental fee schedule for all spaces.
- 8.1.1 Full-time space rentals will be negotiated and approved by LESSOR.
- 8.1.2 LESSEE will be responsible for short term (i.e. daily, or regularly recurring space rentals).
- 8.2 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.
- 8.3 LESSOR shall also have the right to utilize the general classroom space when not in use by the LESSEE. Any full-time use of additional space must be negotiated and made a part of this lease agreement by addendum.

- 8.4 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.
- 8.5 LESSEE shall not assign, sublet, or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR.
- 8.6 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings, at the termination of this lease shall remain the property of LESSOR and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear and floor covering affixed to the floor shall likewise become the property of LESSOR.
- 8.7 LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.
- 8.8 Smoking: Pursuant to Minnesota Statute 16B.24, subd. 9 (1993), occupants of the Leased Premises shall not smoke nor permit smoking in the Leased Premises or on the property.

9. USABLE SPACE MEASUREMENTS

This lease covers the use of Rooms 131 and 135. Total approximate space is 1863 square feet.

10. DESTRUCTION OF PREMISES

If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder, or any cause whatsoever, so that the Leased Premises become untenable, the rent shall be abated from the time of such damage and LESSEE shall have the option of terminating this Lease Agreement immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Lease Premises to tenantable condition.

11. INSURANCE

11.1 Property Damage. It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary of this Lease Agreement, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

11.2 Liability. LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

12. BUILDING ACCESS

LESSOR shall provide for access to the Leased Premises between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. LESSEE may hold programs outside of these hours but will be responsible for securing the building outside of these hours.

13. PARKING

LESSOR shall provide general use parking either on site or off site at no charge for the use of LESSEE, its invitees, licensees and guests. It is understood by LESSOR and LESSEE that there is no additional rental charge for parking provided in this Lease Agreement.

14. TELECOMMUNICATIONS

LESSOR shall provide internet services to the SMEC building.

15. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: City Administrator
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

LESSEE: ISD 2752
714 Victoria Street, Ste. 103
Fairmont, MN 56031

With a copy of the occupant of the Leased Premises.

All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to the occupant of the Leased Premises only.

16. NEW LESSOR

In the event the Leased Premised or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to LESSOR, proper written notice of such change must be delivered to LESSEE as promptly as possible.

INWITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

APPROVED:

Lessor: City of Fairmont


By: _____
Title: Mayor

Date: _____

By: _____
Title: City Clerk

Date: _____

Lessee: Independent School District, 2752

By: 
Title: Superintendent

Date: 4-28-23



Fairmont City Council
May 8, 2023

Agenda Item: 9.4

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

Subject: Interim City Administrator

Policy/Action Requested: Motion to approve the contract with Mark Sievert for Interim City Administrator Services.

Vote Required: Simple Majority Roll Call

Recommendation:

Overview:

The hiring committee met with Mark Sievert to discuss interim administrator services for the city of Fairmont. Mr. Sievert served with the city as the interim administrator in 2019 – 2020 and is familiar with staff, our community and many of our processes. This will allow for a smooth transition for the staff and council.

Mr. Sievert has prior experience as a city administrator with Albert Lea, Lake City, Fergus Falls, St James, Dayton, and Mapleton. In addition, Mr Sievert has experience working with utilities.

Mr. Sievert is available to start work on May 22, 2023. A contract has been prepared with Mr. Sievert with the same terms as his previous time with the city.

Budget Impact:

Attachments:

- 1. Interim City Administrator Services Contract

Council Action: _____

Date: _____

**INTERIM EMPLOYMENT AGREEMENT
BETWEEN
CITY OF FAIRMONT AND MARK SIEVERT**

THIS AGREEMENT is made by and between the City of Fairmont, Minnesota, a municipal corporation (the “Employer” or “City”), and Mark Sievert (the “Employee”).

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

1. POSITION. Employer agrees to employ Employee as City Administrator on an interim basis. Employee will be exempt under the federal and state Fair Labor Standards Acts. Employee agrees to serve as City Administrator in accordance with the position description attached hereto and incorporated herein in its entirety as Appendix A, as may be amended from time to time, and state statutes, City charter, ordinances, resolutions, policies, procedures, and practices, and perform such other legally permissible and proper duties and functions as are contained herein or as the City Council or its designees will from time to time assign to Employee.

2. TERM OF EMPLOYMENT. Employee will begin employment with Employer under the terms of this Agreement on May 22, 2023 and will continue until such employment is terminated in accordance with this Agreement.

3. SALARY AND ADDITIONAL PAY. Employer will pay Employee a gross annualized salary of \$87,360. This salary will be prorated weekly. In addition, Employer will pay Employee \$85 per hour for each hour he works at City offices or other City-designated work site in excess of 3 calendar days within a City-designated work week if expressly requested by the Mayor or City Council designee(s), except to the extent such excess work is due to a request by Employee to adjust his work schedule. The salary and additional pay will be payable consistent with the Employer’s normal payroll practices and subject to any authorized withholdings. Deductions from Employee’s salary or additional pay may be made as permitted by law.

4. PENSION PLAN. Employer will contribute to Public Employees Retirement Association if and to the extent required by State of Minnesota (“State”) law for Employee or an alternate pension plan, if selected by Employee and authorized by State law.

5. FRINGE BENEFITS. Employer and Employee agree that providing Employee all fringe benefits available to regular employees is not consistent with the interim, short-term, and part-time nature of this position. Accordingly, Employee is not eligible for any fringe benefits provided to other City employees, except as specified in this Agreement.

6. MOBILE PHONE. Employee reasonably expects to utilize his personal mobile phone for job-related purposes. Employee will be paid a monthly mobile phone allowance of \$50.00 per month.

7. TRAVEL EXPENSES. Employer will provide Employee payment or reimbursement for job-related travel expenses as follows: (i) mileage based on Internal Revenue Service’s standard mileage rate for Employee’s use of his personal automobile for Employer business, including, but not limited to, travel between Employee’s place of residence and Employer’s facilities or other work sites; (ii) lodging; and (iii) necessary expenses incurred, which will exclude food or drink expenses incurred for travel within the City or to and from Employee’s personal residence and City.

8. JOB-RELATED EXPENSES. Employer will reimburse Employee for other job-related expenses, which are incurred by Employee and are submitted by Employee in accordance with Employer’s policies for reimbursement.

9. ELECTRONIC DEVICE. Employee will be authorized to utilize an Employer-issued electronic device for Employer and personal business subject to applicable electronic use policies established all employees.

10. HOURS OF WORK. Employee will perform the duties specified in this Agreement at the times and locations as arranged by the City Council or its designees. Employee shall be present at City Hall during regular business hours for a minimum of three calendar days per work week. It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. Evening meetings will be scheduled to coincide with a regular scheduled workday as much as practical. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional or extraordinary expenditures of time, unless otherwise specified in this Agreement. It is further

understood, however, because employee is not receiving fringe benefits as specified in paragraph 5, he may adjust his scheduled hours of work in this paragraph as appropriate with approval of the City Council or its designee(s) in consideration of extraordinary time spent in evening and weekend meetings.

11. TERMINATION BENEFITS. Due to the interim, short-term, and part-time nature of Employee's employment with Employer, the parties agree that termination benefits are not appropriate.

12. TERMINATION OF EMPLOYMENT. Employee's employment with the Employer will terminate and his or her last date of employment with the Employer will be the earliest of the following: (i) at the discretion of the Employer, on the date that is 14 calendar days after Employer submits written notice to Employee that Employee is to separate from employment or date that is Employee's last date of employment as stated in a writing by Employer, whichever is later; (ii) at the discretion of the Employee, on the date that is 14 calendar days after Employer receives written notice from Employee that Employee is voluntarily resigning or date that is Employee's last date of employment as stated in Employee's written voluntary resignation, whichever is later; or (iii) date that is 14 calendar days after the date that the City Council's appointed regular, full-time City Administrator begins employment with the City.

13. GENERAL CONDITIONS OF EMPLOYMENT. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and applicable law. Furthermore, nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his or her position with Employer, subject only to the provisions of this Agreement.

14. INDEMNIFICATION. Employer will defend and indemnify Employee pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer will defend, hold harmless, and indemnify Employee from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided Employee was acting in good faith in the performance of the duties of his or her position at the time in question.

15. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents

thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

16. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented; and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement. Each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

17. GOVERNING LAW. This Agreement will be deemed to have been made and accepted in Martin County, Minnesota, and the laws of the State of Minnesota will govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

18. BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, and Employee's heirs and legal representatives.

19. ASSIGNMENT. The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and any Employer policies, procedures, and practices addressing the specific subject matters addressed in this Agreement.

21. MODIFICATIONS AND AMENDMENTS. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement will only be valid when they have been reduced to writing, and signed by Employee and authorized representative(s) of Employer.

22. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement will be construed and enforced as if the

Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

23. WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving party.

24. DISPUTE RESOLUTION. The Employer and Employee agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations will first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Any claims of disputes unresolved after mediation may be pursued as established by law.

25. HEADINGS. Headings are provided solely for the convenience of the parties and will not affect the interpretation of this Agreement.

26. NOTICE. All notices required under this Agreement will be in writing and will be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery, or overnight courier, and properly addressed to the party at the party's last known address or any other address that any party may designate by written notice to the other. Mailed notices will be deemed to have been given at the time posted plus three business days.

27. EXECUTION. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, will be deemed an original and constitute one and the same document. The signature of any party to the counterpart will be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages will be deemed as originals and sufficient to bind the executing party.

28. EXPIRATION OF AGREEMENT. This Agreement will expire and no longer be in force or effect on the calendar day after Employee's termination of employment specified in paragraph 13 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date affixed to the signatures below upon which date it will be effective.

EMPLOYER CITY OF FAIRMONT

By: _____
Its Mayor

Date: _____

By: _____
Its City Clerk

EMPLOYEE MARK SIEVERT

By: _____
Mark Sievert

Date: _____

APPENDIX A



Fairmont City Council
May 8, 2023

Agenda Item: 9.5

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

Subject: Liquor Store Staffing

Policy/Action Requested: Motion to authorize hiring a fourth full time employee at the liquor store.

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval.

Overview:

The liquor store currently operates with 3 full time employees (Liquor Store Manager, Assistant Manager, and Clerk). The Clerk position is part of the AFSCME union. The other two positions are non-union positions. The remainder of the staffing at the liquor store is done by part-time employees.

In the past our part time employees worked 20 – 25 hours per week but with restrictions of the union current part-time employees are limited to working 14 hours per week. This creates a need for additional part-time employees to staff the required hours. With the current labor market, this is hard to maintain.

Further, the store maintained its 3 full-time employees’ structure from the previous store to the current store. Since that transition store hours have expanded, Sunday hours have been added, and the inventory has doubled. These expansions, along with the restrictions on the part-time hours, have made it more challenging to staff the store.

Tom has had discussions with other liquor stores around the state and those operating with four full-time employees encourage going that route to improve staffing and operations.

We have been having conversations about a fourth full-time employee for some time, but with current staff rotations, we are requesting to hire a full-time employee. Hiring a full-time employee will reduce the number of hours needed to be filled by a part-time employee.

Budget Impact:

A full-time position will cost the city approximately \$90,000 per year (wages and benefits). The inclusion of this position will reduce the need for part-time hours saving the city approximately \$45,000 per year in part time salaries. Hiring a full-time clerk in June 2023 will increase the 2023 budget by approximately \$26,000.

The liquor store revenues for the first four months of 2023 are up \$588,000 or 21% compared to 2022. This increase in sales in the first 4 months exceeds the additional \$26,000 cost for the full-time position.

Attachments:

Council Action: _____

Date: _____



**Council Member Agenda Request
May 10, 2023**

Agenda Item: 10.1

From: Mayor Baarts

Subject: Statutory Charter Updates

Staff Action Requested:

Overview:

Charter Sections.	Statutory References
2.05	MS. 205.10
4.02.	MS. 205.13. Sub 1A
4.03.	MS. 205.065 Sub 5
4.04.	MS. 205.185 Sub 3
5.08.	Article VIII Section 5 Mn Constant.
5.09.	MS. 410.20 MS. 351.02. MS. 130.06 Sub Div 3

- Uniform Elections Dates
- Nominations for Office – filing Period.
- Canvass Elections
- Recall

Attachments:

Council Action: _____ Date: _____



**Council Member Agenda Request
May 8, 2023**

Agenda Item: 10.2

From: Mayor Baarts

Subject: Charter Expense Reimbursement

Staff Action Requested:

Overview:

Section 2.14 legal officer

Section 7.12 Accounts and Reports

Attachments: two sent

Council Action: _____ Date: _____

- (9) Make recommendations to the city council concerning the affairs of the city;
- (10) Provide staff support services for the mayor and council members;
- (11) Perform such other duties as are specified in this charter, or may be required by the city council.

(Ref. of 11-5-91)

Sec. 2.12. - City administrator—Removal.

The city administrator may be suspended by a resolution approved by an affirmative vote of three (3) of the five (5) council members, which shall set forth the reasons for suspension and proposed removal. A copy of such resolution shall be served immediately upon the city administrator. The city administrator shall have fifteen (15) days in which to reply thereto, in writing and upon request shall be afforded a public hearing, which shall occur not earlier than ten (10) days, nor later than fifteen (15) days after such hearing is requested. After the public hearing, if one be requested, and after full consideration, the city council by an affirmative vote of three (3) of the five (5) council members may adopt a final resolution of removal. The city administrator shall continue to receive full salary until the effective date of a final resolution of removal.

(Ref. of 11-5-91; Ord. No. 93-11, 8-23-93)

Sec. 2.13. - Acting city administrator.

By letter filed with the city clerk, the city administrator shall designate a city officer or employee to exercise the power and perform the duties of city administrator during the administrator's temporary absence or disability. The city council may revoke such designation at any time and appoint another officer of the city to serve until the city administrator returns.

(Ref. of 11-5-91)

Sec. 2.14. - Legal officer.

There shall be a legal officer of the city appointed by the city council. The legal officer shall serve as chief legal advisor to the council, the city administrator, and all city departments, offices, and agencies, shall represent the city in all legal proceedings, and shall perform any other duties prescribed by this charter or by ordinance.

(Ref. of 11-5-91)

Sec. 2.15. - City clerk.

Subdivision 6. In lieu of establishing any of the types of funds specified in subdivision 5, the council may provide for the recording of operations or activities for which the use of such funds might be suitable through the maintenance of separate accounts in any appropriate fund already established. The council shall have full power by ordinance or resolution to make inter-fund loans, except from trust and agency funds, as it may deem necessary and appropriate from time to time.

(Ord. No. 93-11, 8-23-93; Ord. No. 93-19, 1-10-94)

Sec. 7.12. - Accounts and reports.

The city finance director shall be the chief accounting officer of the city and of every branch thereof, and the council may prescribe and enforce proper accounting methods, forms, blanks, and other devices consistent with the law, this charter, and the ordinances adopted in accord therewith. He/she shall submit to the council a statement each month or for such other periods as the council shall direct showing the

amount of money in the city treasury, the status of all funds, the amount spent as chargeable against each of the annual budget allowances and the balances left in each, and such other information about the finances of the city as the council may require. Once each year, as prescribed by state law, the city finance director shall submit a report to the council covering the entire financial operations of the city for the past year. This report shall show: the actual receipts and expenditures, omitting duplications and stating the cash balance at the beginning of the last fiscal year and at the close; the total outlays for operation and maintenance, and the total capital outlays; the condition of each of the funds; the total receipts by sources and the total expenditures by general purposes, the total outstanding bonds and debts of the city, when due, the amount of new bonds issued and the amount redeemed, and the interest rate of each; the condition of all the annual budget allowances; an inventory of all the property owned by the city; and such further information as the city finance director deems advisable or the council requires.

(Ord. No. 93-19, 1-10-94)

Sec. 7.13. - City indebtedness.

Except as provided in sections 7.14 and 7.15, no obligations shall be issued to pay current expenses but the council may by resolution issue and sell obligations for any other municipal purpose in accordance with the proceedings and within the limits prescribed by the laws of Minnesota except in the case of obligations for which an election is not required by this charter or by state law, no such obligations shall be issued and sold without the approval of a majority of the electors of the city voting thereon at a general or special election.

Sec. 7.14. - Tax anticipation certificates.

At any time after January 1st following the making of an annual tax law, the council may issue