

# FAIRMONT CITY COUNCIL AGENDA

Monday, December 11, 2023, 6:00 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
  - 4.1 Quarterly Employee Years of Service Recognition (03)
  - 4.2 FEDA Update (04)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (05)
6. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
  - A. **Minutes**
    - 6.A.1 Regular Meeting, November 27, 2023 (06)
  - B. **Check Registers**
  - C. **Other**
    - 6.C.1 2024 Miscellaneous License Renewals (09)
    - 6.C.2 On Sale and Sunday Liquor License for Hauschild Holdings, LLC (11)
    - 6.C.3 Excess Equipment – Wastewater/Fire Department (12)
7. **Public Hearings**
8. **Old Business**
9. **New Business**
  - 9.1 Payable 2024 Tax Levy and Budget (13)
  - 9.2 Payable 2024 Property Tax Levy, 2024 Budget and Utility Rate Increase (33)
  - 9.3 Accepting Donations (58)

**9.4** Request for Demolition Assistance – James Johnson **(61)**

**9.5** Easement with FCIC, LLC for the Gomsrud Channel Project **(67)**

**10. Council Discussion**

**11. Staff/Liaison Reports**

**A. Public Works**

**B. Finance**

**C. City Administrator**

**D. Mayor/Council**

Baarts

Hasek – PUC, BZA

Lubenow - HRA

Maynard – BZA, FEDA

Miller – FEDA, Visit Fairmont

**12. Adjournment**



**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 12/11/2023	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 4.1
<b>Reviewed by:</b> Interim Administrator	<b>Item:</b> Quarterly Employee Years of Service Recognition		
<b>Presented by:</b> Mayor Baarts	<b>Action Requested:</b> No action requested		
<b>Vote Required:</b> <input type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b>  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND** The City would like to recognize the following employees for their years of service:

Charles Abel, Electric Department – 25 years

Thomas Hilpipre, Fire Department – 15 years

Christopher Toomer, Fire Department – 15 years

Reed Wokasch, Fire Department – 10 years

**BUDGET IMPACT**

**SUPPORTING DATA/ATTACHMENTS**



**STAFF MEMO**

<b>Prepared by:</b> FEDA Coordinator	<b>Meeting Date:</b> 12/11/23	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 4.2
<b>Reviewed by:</b> Jeff O’Neill – Interim City Administrator	<b>Item:</b> FEDA Update		
<b>Presented by:</b> Ned Koppen - FEDA	<b>Action Requested:</b> None		
<b>Vote Required:</b> <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> None  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND**

New Industrial Park Purchase

The Retail Coach

Façade Program

White Tail Ridge

On-Going Development

Midwest Shop Condos, Les Schwab Tire, Emerald Fire Farms

Continued interest for development:

Businesses looking to build new, businesses expanding operations, new businesses looking for locations/buildings in Fairmont.

**BUDGET IMPACT**

Staff

N/A

**SUPPORTING DATA/ATTACHMENTS**



**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 12/11/2023	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 5
<b>Reviewed by:</b> Interim Administrator	<b>Item:</b> Public Discussion/Comment		
<b>Presented by:</b>	<b>Action Requested:</b> No action requested		
<b>Vote Required:</b> <input type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b>  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND** Prior to regular business, is there any public discussion/comment?

**BUDGET IMPACT**

**SUPPORTING DATA/ATTACHMENTS**



**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 12/11/2023	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.A.1
<b>Reviewed by:</b> Interim Administrator	<b>Item:</b> Council Minutes from Regular Meeting on November 27, 2023		
<b>Presented by:</b> Patricia J. Monsen, CMC City Clerk	<b>Action Requested:</b> Motion to approve the City Council Meeting Minutes from November 27, 2023		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND**

**BUDGET IMPACT**

**SUPPORTING DATA/ATTACHMENTS**

City Council Meeting Minutes Regular Meeting, November 27, 2023

The minutes of the Fairmont City Council meeting held on Monday, November 27, 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 Kawecki, Randy Lubenow, Jay Maynard and Michele Miller were present. Also in attendance: Interim City Administrator Jeff O'Neill, Finance Director Paul Hoye, Director of Public Works/Utilities Matthew York, City Clerk Patricia J. Monsen, Police Chief Mike Hunter, and City Attorney Robert Kringler.

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

Mayor Baarts proclaimed December 10, 2023, as Human Rights Day in the City of Fairmont. Tara Eisenmenger and Jerry Miller spoke and accepted the proclamation.

There were no comments during Open Discussion.

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 November 13, 2023 and November 21, 2023 City Council meetings; November 2023 Accounts Payable and a Tobacco License and License to Sell Edible Products Infused with Tetrahydrocannabinol for Fairmont Smokes, LLC.

York reminded citizens to drive with caution during Winter conditions. He also thanked the Street Department for their work in clearing the streets on Sunday.

Hoye presented the third quarter financial report and reminded citizens that the December 11, 2023 meeting is the truth in taxation meeting and will begin at 6:00 p.m.

O'Neill announced that City Clerk Monsen will be retiring on April 26, 2024. He reported that he would like to set up regular work sessions for the council. He has been working on an evaluation system for city employees to be evaluated once a year on their hire anniversary date. He is hoping to have that implemented by January 1<sup>st</sup>. He is working with the building and zoning departments to develop a pre-design worksheet to help streamline the process for developers. The city has not received agreements from the Foundation for the community center yet. He is working with the ambulance service and the Fire Department to compensate the Fire Department for services provided to the ambulance service.

Mayor Baarts gave an update on events happening in the city in the next two weeks. He also advised that Union Pacific Railroad will be closing Fairlakes Avenue on Thursday, November 30<sup>th</sup> from 7:00 a.m. to 5:00 p.m.

Council Member Hasek reported that the Public Utilities Commission reviewed chemical bids and reviewed the financial budgets for 2024.

Council Member Kaweck reported that the library added more book club books for adults and juniors. They also hired two more pages.

Council Member Maynard stated that the airport is waiting for the FAA to close out a couple projects. He also reported that obstructions at the airport have been removed and that project is almost completed.

A motion was made by Council Member Maynard, seconded by Council Member Hasek and carried to adjourn the meeting at 6:01 p.m.

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Lee C. Baarts, Mayor

ATTEST:

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Patricia J. Monsen, City Clerk





**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 12/11/2023	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.C.1
<b>Reviewed by:</b> Interim Administrator	<b>Item:</b> 2024 Miscellaneous License Renewals		
<b>Presented by:</b> Patricia J. Monsen, CMC City Clerk	<b>Action Requested:</b> Motion to approve the 2024 License Renewals for Cigarette, THC/Edibles, Refuse Hauling, Taxi and Theater		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND**

The 2024 Cigarette, Edible Products Infused with Tetrahydrocannabinol (THC), Refuse Hauling, Taxi and Theater Licenses expire on December 31, 2023. Applications for renewal of license and fees have been received from applicants on the attached list.

**BUDGET IMPACT**

N/A

**SUPPORTING DATA/ATTACHMENTS**

List of 2024 Miscellaneous License Renewals

## 2024 MISCELLANEOUS LICENSE RENEWALS

### Cigarette Licenses

Casey's General Store  
Fareway Store  
Fairmont Shell  
Fairmont Smoke Shop  
Fairmont Smokes, LLC  
Kareem, Inc.  
Hy-Vee  
Hy-Vee C-Store  
Kwik Trip, Inc.  
Poppe Oil Company  
Whoa N' Go  
Speedway Fairmont  
Walgreens  
Wal-Mart

### Edible Products Infused with Tetrahydrocannabinol (THC)

Advanced Core, LLC  
Schwebke Rentals, LLC  
Fairmont Smoke Shop  
Fairmont Smokes, LLC

### Refuse Hauling Licenses

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

### Taxi License

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

### Theater License

Fairmont Theatre



**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 12/11/23	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 4.2
<b>Reviewed by:</b> Jeff O’Neill Interim Administrator	<b>Item:</b> On Sale and Sunday Liquor Licenses for Hauschild Holdings, LLC		
<b>Presented by:</b> Patricia J. Monsen, CMC City Clerk	<b>Action Requested:</b> Motion to approve the On Sale and Sunday Liquor Licenses for Hauschild Holdings, LLC		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND**

Ryan Hauschild purchased Shenanigans Cheer and Chow. He has applied for an On Sale and Sunday Liquor License for Hauschild Holdings, LLC. Mr. Hauschild would like to open the business in the first week of January 2024. Mr. Hauschild has completed and submitted all the required paperwork and paid the license fees and background investigation fee. The Fairmont Police Department has completed their background investigation and did not find any disqualifiers or convictions linked to the applicant that would prevent Mr. Hauschild from being granted the license.

**BUDGET IMPACT**

N/A

**SUPPORTING DATA/ATTACHMENTS**



**STAFF MEMO**

<b>Prepared by:</b> Matthew York, Public Works/Utilities Director	<b>Meeting Date:</b> 12/11/2023	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.C.3
<b>Reviewed by:</b> Jeff O’Neill, Interim Administrator	<b>Item:</b> Excess Equipment – Wastewater/Fire Department		
<b>Presented by:</b> Matthew York, Public Works/Utilities Director	<b>Action Requested:</b> Motion to approve the declaration and surplus of equipment within the City of Fairmont for sale or disposal		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

None

**REFERENCE AND BACKGROUND**

Below is a statement of the two (2) pieces of equipment within the City of Fairmont that are outside the valuable life of the City or are not used within the City's current business model.

The items listed will be sold on minbid.org, sold back to the company that we bought it from, or disposed of if there is not useful parts.

**WASTEWATER DEPT**

- 2007 FORD RANGER 4X4 VIN# 1FTYR15E17PA72989. 156,398 Miles

**FIRE DEPARTMENT**

- AKRON GHT15 GAS POWERED FIRE HOSE TESTING MACHINE

**BUDGET IMPACT**

Sale receipts will be returned to the General Fund

**SUPPORTING DATA/ATTACHMENTS**

None



**STAFF MEMO**

<b>Prepared by:</b> Paul Hoye, Finance Director	<b>Meeting Date:</b> December 11, 2023	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 9.1
<b>Reviewed by:</b> Jeff O’Neil, Interim Administrator	<b>Item:</b> Payable 2024 Tax Levy and Budget		
<b>Presented by:</b> Paul Hoye, Finance Director	<b>Action Requested:</b> Allow public comment		
<b>Vote Required:</b> <input type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> NA <b>Board/Commission/Committee Recommendation:</b> NA		

**PREVIOUS COUNCIL ACTION**

The City Council approved the preliminary budget and tax levy at our September 11, 2023 council meeting.

**REFERENCE AND BACKGROUND**

The City Council must approve and certify their final budget to the County Auditor by December 28, 2023. The final budget being proposed is relatively unchanged from the preliminary budget that was approved by the City Council in September. There were just a few changes made to the Capital Projects that are being planned and I will discuss those changes during the budget meeting.

Here are a few things that have impacted our 2024 budget:

- \$449,367 increase in Local Government Aid
- Increase to interest earnings
- \$130,000 increase in sales tax revenue
- Wage adjustments to implement the compensation study completed by Abdo
- Increase in health insurance premiums
- Inflationary increases have increased the cost of all goods and services.

To fund these items and the projects in the Capital Improvement Plan we would need a 6.2% levy increase.

**BUDGET IMPACT**

This will set the budget for 2024.

**SUPPORTING DATA/ATTACHMENTS**

1. 2024 Proposed Budget
2. Property tax comparison
3. Sample utility bill



# FAIRMONT

City of Lakes

## 2024 Proposed Budget



# Budget Overview- Governmental Funds



## Revenues

Federal/State Aid	6,240,205	8.7%
Taxes	8,274,457	11.6%
Assessments	158,930	0.2%
Charges For Services	1,578,705	2.2%
GO Bonds	16,500,000	23.1%
Donations	65,000	0.1%
Miscellaneous	305,769	0.4%
Proprietary	33,956,738	47.5%
Transfers In	4,366,145	6.1%
<b>Total Revenues</b>	<b>\$ 71,445,949</b>	<b>100%</b>

## Expenditures

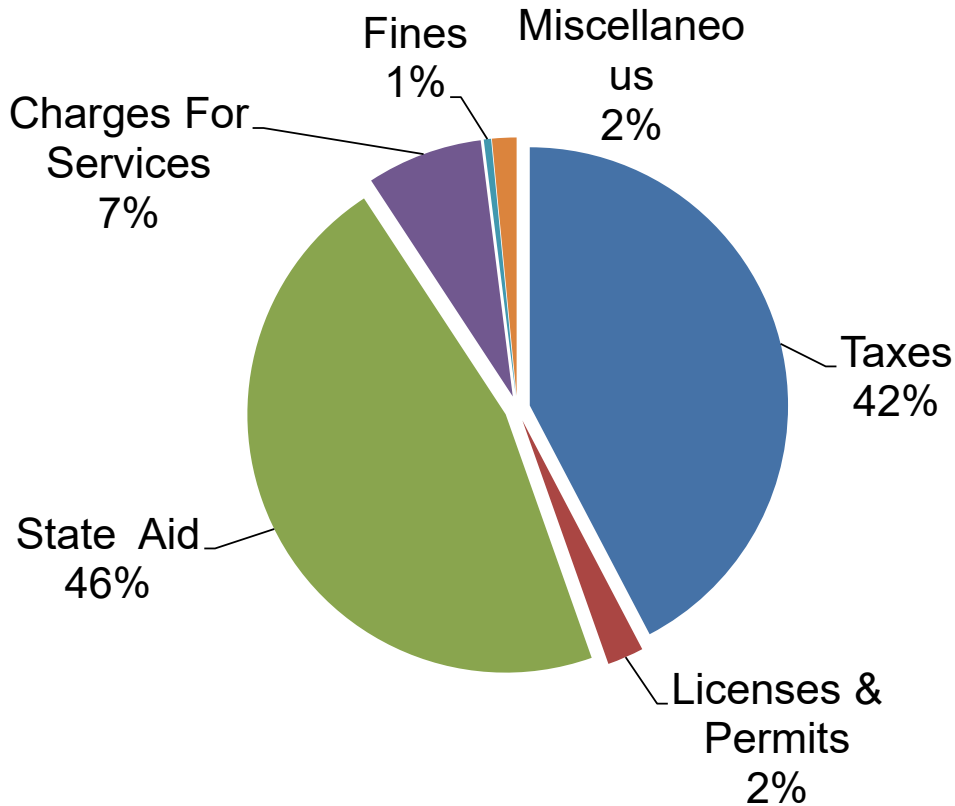
General Government	1,806,440	2.8%
Public Safety	4,277,155	6.6%
Public Works	2,509,713	3.9%
Parks & Recreation	1,888,948	2.9%
Economic Development	220,000	0.3%
SMEC	88,850	0.1%
Airport	642,237	1.0%
Lake Restoration	13,345	0.0%
Debt Service	2,020,067	3.1%
Capital Projects	18,721,080	29.0%
Proprietary	28,013,616	43.4%
Transfers Out	4,366,145	6.8%
<b>Total Expenditures</b>	<b>\$ 64,567,596</b>	<b>100%</b>

# General Fund Revenue Summary



	<u>2023</u>	<u>2024</u>
Taxes	3,894,798	4,131,235
Licenses & Permits	226,800	222,300
State Aid	4,045,327	4,506,547
Charges For Services	691,946	708,405
Fines	49,500	44,500
Miscellaneous	164,086	149,269
Transfers In	825,000	825,000
<b>Total Revenues</b>	<b>\$ 9,897,457</b>	<b>\$ 10,587,256</b>

## 2024 Budget



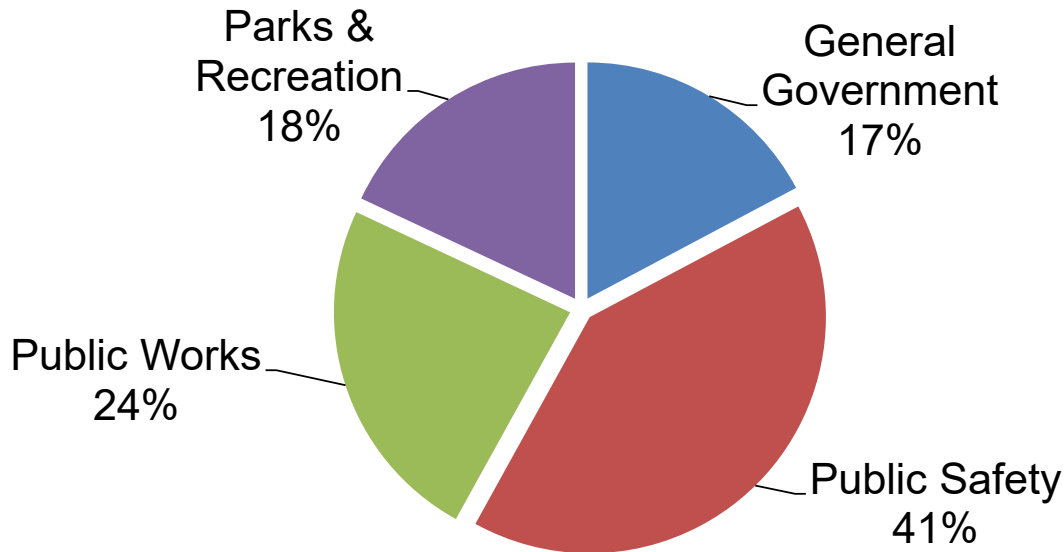


# General Fund Expenditure Summary



	<u>2023</u>	<u>2024</u>
General Government	1,696,346	1,806,440
Public Safety	4,037,540	4,277,155
Public Works	2,236,237	2,509,713
Parks & Recreation	1,818,834	1,888,948
Transfers	748,500	105,000
<b>Total Expenditures</b>	<b>\$ 10,537,457</b>	<b>\$ 10,587,256</b>

## 2024 Budget



# General Fund Expenditure Detail



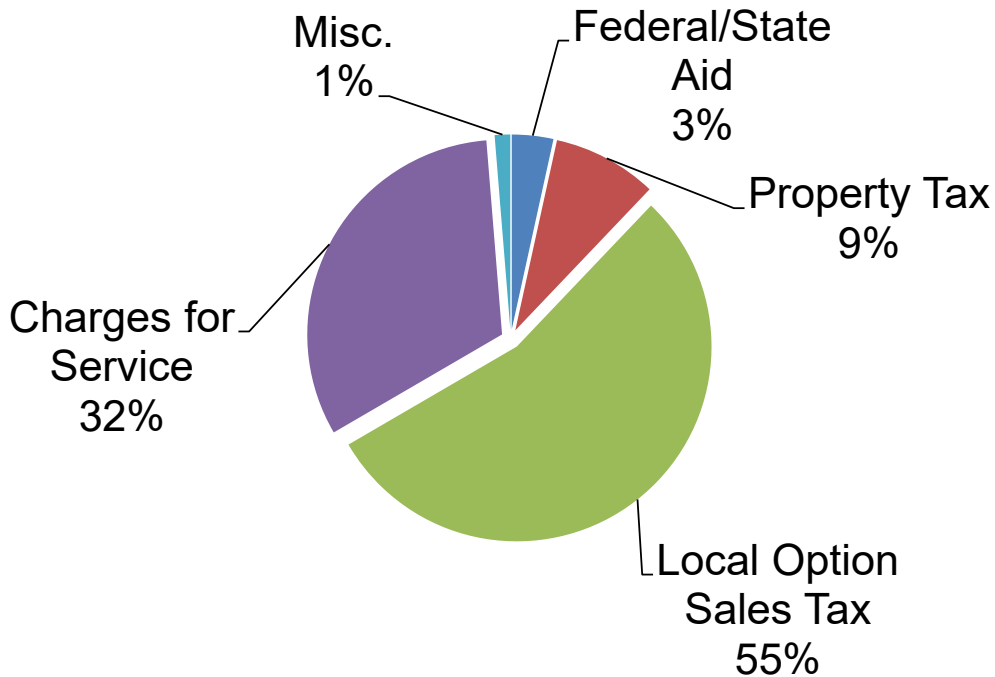
	<u>2023</u>	<u>2024</u>
Mayor and Council	60,755	76,638
City Administrator	175,611	187,270
City Clerk	123,536	144,280
Finance	447,904	456,384
Planning & Zoning	287,170	304,234
General Government Buildings	123,960	131,174
Library	86,760	93,910
Other General Government	390,650	412,550
<b>Total General Government</b>	<b>\$ 1,696,346</b>	<b>\$ 1,806,440</b>
Police Department	3,340,820	3,572,969
Fire Department	392,778	424,837
Inspection Department	239,906	214,499
Civil Defense	3,615	5,150
Animal Control	60,421	59,700
<b>Total Public Safety</b>	<b>\$ 4,037,540</b>	<b>\$ 4,277,155</b>
Streets	1,504,997	1,718,933
Engineering	480,307	531,461
Health & Sanitation	250,933	259,319
<b>Total Public Works</b>	<b>\$ 2,236,237</b>	<b>\$ 2,509,713</b>
Parks	1,333,142	1,410,041
Aquatic Park	485,692	478,907
<b>Total Parks &amp; Recreation</b>	<b>\$ 1,818,834</b>	<b>\$ 1,888,948</b>
<b>Operations</b>	<b>\$ 9,788,957</b>	<b>\$ 10,482,256</b>
<b>Transfers</b>	<b>\$ 748,500</b>	<b>\$ 105,000</b>
<b>Total General Fund</b>	<b>\$ 10,537,457</b>	<b>\$ 10,587,256</b>

# Special Revenue Funds Revenue Summary



	<u>2023</u>	<u>2024</u>
Federal/State Aid	69,408	69,408
Property Tax	175,000	175,000
Local Option Sales Tax	975,000	1,100,000
Charges for Service	623,000	648,000
Miscellaneous	14,050	26,000
Transfers In	155,000	138,000
<b>Total Revenues</b>	<b>\$ 2,011,458</b>	<b>\$ 2,156,408</b>

## 2024 Budget

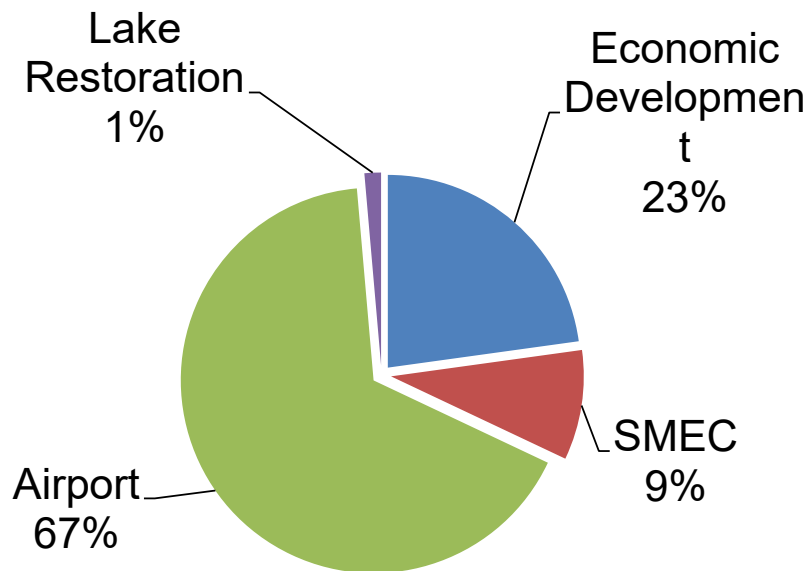


# Special Revenue Funds Expenditure Summary



	<u>2023</u>	<u>2024</u>
Economic Development	253,550	220,000
SMEC	84,900	88,850
Airport	601,368	642,237
Lake Restoration	13,645	13,345
Transfers Out	1,876,500	1,175,000
<b>Total Expenditures</b>	<b>\$ 2,829,963</b>	<b>\$ 2,139,432</b>

## 2024 Budget



# Debt Service



## Revenues

	<u>2023</u>	<u>2024</u>
Taxes - General	1,557,083	1,301,607
Taxes - Tax Increment	96,777	102,527
Assessments	209,868	148,930
Miscellaneous	12,900	22,000
Transfers In	27,759	268,395
<b>Total Revenues</b>	<b>\$ 1,904,387</b>	<b>\$ 1,843,459</b>

## Expenditures

	<u>2023</u>	<u>2024</u>
Special Improvement Bonds	1,609,381	1,614,074
Tax Increment Projects	96,777	102,527
GO Bond Issue	303,641	303,466
Transfers Out	-	-
<b>Total Expenditures</b>	<b>\$ 2,009,799</b>	<b>\$ 2,020,067</b>

# Capital Projects



## Revenues

	<u>2023</u>	<u>2024</u>
Federal/State Aid	884,000	1,664,250
Property Tax	903,612	1,214,088
Franchise Fee	250,000	250,000
Assessments	2,500	10,000
Street Improvement Bonds	7,000,000	7,500,000
Community Center Bonds	-	9,000,000
Contributions & Donations	6,000,000	65,000
Miscellaneous	18,000	64,000
Transfers In	4,271,500	3,134,750
<b>Total Revenues</b>	<b>\$ 19,329,612</b>	<b>\$ 22,902,088</b>

## Expenditures

	<u>2023</u>	<u>2024</u>
Capital Projects Fund	4,675,600	3,764,000
Fire Truck Fund	-	-
Community Center	10,000,000	12,500,000
Airport Construction	560,000	-
Street Improvements	3,500,000	2,457,080
Transfers Out	127,759	268,395
<b>Total Expenditures</b>	<b>\$ 18,863,359</b>	<b>\$ 18,989,475</b>

# Capital Project Fund Detail



## General Government

Ice Arena interior painting	50,000
SMEC parking lot and sidewalk	35,000
	\$ 85,000

## Police

Replace squad 9 CSO pick up and equipment	30,000
Portable radio replacement plan - 4 per year	17,000
Squad car computer/printer rotation - 2 per year	14,000
Squad car video camera rotation - 2 per year	16,000
Taser replacement - 5 per year	12,500
Computer rotation	12,000
Replace SWAT vest V38	4,500
	\$ 106,000

## Fire

5 sets of bunker gear	17,500
Fire boots - 20 pairs	9,000
Replace 3 radios	10,500
	\$ 37,000

## Streets

Replacing unit 112 1987 Ford L8000	250,000
Front snow plow for 672 grader - new attachment	25,000
Replacing unit 153 1988 Cat CB214C	70,000
Replace 4 radios	10,000
Tree/Compost site office trailer	25,000
Tree/Compost site establishment	40,000
Gate, fencing, signage, site prep, smokestack demo/removal, security	27,500
Current tree/compost area decommission/disposal	27,500
Skid loader rock bucket attachment	10,000
Paint machine propulsion unit	10,000
Downtown beautification	30,000
Contingency	20,000
	\$ 545,000

## Aquatic Park

Replace shade structures	10,500
Replacement of pool pumps/strainers	10,000
Duramax vacuum	3,500
Landscaping	5,000
Hoist system in maintenance for inhouse pump repair/maintenance	7,500
	\$ 36,500

# Capital Projects Fund Detail



## Parks

3-Poin fertilizer spreader	7,500
Replaces unit 540 1992 Smithco Lawn Sweeper	40,000
Soccer Complex surface and turf reestablishment	15,000
Radio Replacement	17,500
Replace Garbage Truck (used) (\$110,000 carryover from 2023)	200,000
Cedar Park westside shelter concrete pad	25,000
Veterans Park Shelter/Bathrooms/Trail concrete	25,000
Replace Eastside Park Equipment	25,000
Sylvania Park band shell rehab	250,000
Baseball - WASC baseball scoreboard	25,000
Emerald Ash Borer	240,000
Gomsrud Park Phase 1 Redevelopment Plan	1,060,000
Lincoln Park Flower Bed Upgrades	7,500
Contingency	10,000
	\$ 1,947,500

## Airport

Tree obstruction removal	50,000
Sanitary system upgrades	170,000
Taxiway edge lighting/signs Design 90/10	50,000
Airport layout plan 90/10	435,000
Airfield pavement maintenance 70/30	150,000
Camera system	7,000
CFR/SRE building improvements 70/30	90,000
Contingency	5,000
	\$ 957,000.00

## Lake Restoration

Wetland bank management	25,000
Dutch Creek habitat management	25,000
	\$ 50,000

**Total Project Expenses \$ 3,764,000**

## Liquor Store Project Funding

Net Income Before Transfers	635,231
Airport Improvements	(315,750)
Soccer Complex surface and turf reestablishment	(15,000)
Aquatic Park	(36,500)
Cedar Park westside shelter concrete pad	(25,000)
Veterans Park Shelter/Bathrooms/Trail concrete	(25,000)
Sylvania Park Band Shell rehab	(250,000)
Replace Eastside Park Equipment	(25,000)
Baseball - WASC baseball scoreboard	(10,000)
Gomsrud Park Phase 2 Redevelopment Plan	(1,060,000)
Lincoln Park Flower Bed Upgrades	(7,500)
Ice Arena interior painting	(50,000)
SMEC	(58,000)
Reduction to Reserves	<b>\$ (1,242,519)</b>



# Preliminary Property Tax Levy Increase



2023 Levy	Debt Service	1,557,083
	Operations	3,929,798
	Capital	903,612
	EDA	100,000
	<b>Total</b>	<b>\$ 6,490,493</b>

2024 Levy	Debt Service	1,301,607
	Operations	4,166,235
	Capital	1,214,088
	EDA	100,000
	Tax Abatements	109,138
<b>Total</b>	<b>\$ 6,891,068</b>	

Levy Increase: \$400,575 6.2%

## 2024 Property Tax Rate Impact - 1.8% Decrease\*

	Residential Property		
	\$ 95,000	\$ 150,000	\$ 250,000
2024 City Tax	551.29	870.45	1,450.75
2023 City Tax	561.56	886.68	1,477.80
	(10.27)	(16.23)	(27.05)

	Commercial/Industrial Property		
	\$ 500,000	\$ 1,000,000	\$ 2,000,000
2024 City Tax	5,367.78	11,170.78	22,776.78
2023 City Tax	5,467.86	11,379.06	23,201.46
	(100.08)	(208.28)	(424.68)

\*Percent decrease assumes assessed property valuations remain the same between 2023 and 2024.

# Proprietary Funds



<u>Water</u>	<u>2023</u>	<u>2024</u>
Revenue	5,609,556	5,978,199
Plant Expense	1,986,653	1,757,948
Distribution Expense	802,707	865,675
Administration Expense	211,875	219,368
Misc Expense	1,477,042	1,539,620
Transfers Out	171,330	189,417
Total Expenses	4,649,607	4,572,028
Net Income (Loss)	<b>\$ 959,949</b>	<b>\$ 1,406,171</b>

<u>Sewer</u>		
Revenue	3,434,521	4,919,780
Plant Expense	1,194,880	1,279,511
Collection Expense	476,573	514,223
Administration Expense	136,187	141,611
Misc Expense	690,482	766,728
Transfers Out	104,292	115,602
Total Expenses	2,602,414	2,817,675
Net Income (Loss)	<b>\$ 832,107</b>	<b>\$ 2,102,105</b>

<u>Storm Sewer</u>		
Revenue	593,000	599,000
Collection Expense	538,312	640,534
Misc Expense	-	-
Total Expenses	538,312	640,534
Net Income (Loss)	<b>\$ 54,688</b>	<b>\$ (41,534)</b>

# Proprietary Funds



<b><u>Electric</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>
Revenue	17,082,910	17,920,234
Purchase Power	12,869,582	13,165,500
Distribution Expense	1,752,138	1,784,683
Administration Expense	719,070	735,510
Misc Expense	687,039	699,236
Transfers Out	664,378	634,981
Total Expenses	16,692,207	17,019,910
Net Income (Loss)	<b>\$ 390,703</b>	<b>\$ 900,324</b>

<b><u>Liquor Store</u></b>		
Revenue	4,331,000	4,531,000
Cost of Merchandise	3,068,540	3,214,040
Operating Expense	656,780	681,729
Transfers Out	1,586,500	1,877,750
Total Expenses	5,311,820	5,773,519
Net Income (Loss)	<b>\$ (980,820)</b>	<b>\$ (1,242,519)</b>

<b><u>Parking Lot</u></b>		
Revenue	8,125	8,525
Total Expenses	7,675	7,700
Net Income (Loss)	<b>\$ 450</b>	<b>\$ 825</b>

# Proprietary Funds Capital



## Water Fund

Ground storage tank (Industrial Tank)	4,500,000
AMI - Water meter upgrades	150,000
Water Plant PLC upgrades	80,000
Safety shoring	15,000
Skid Loader update	65,000
Replace backhoe	175,000
Relocate AC units at Water Plant (3)	25,000
Miscellaneous Capital Items	5,000
2024 Improvement Project	225,000
Contingency	20,000
	<hr/>
	<b>\$ 5,260,000</b>

## Wastewater Fund

Lift Station rehab/repair/monitoring	150,000
Eastside lift station pump improvements	185,000
Lab/Office Updates	25,000
Service Truck - Collections	95,000
Digester Improvements	825,000
UV/Solids handling upgrade project	14,000,000
Grit Pump/RAS/WAS Replacement Pumps	50,000
Miscellaneous Capital items	5,000
2024 Improvement Project	200,000
Contingency	20,000
	<hr/>
	<b>\$ 15,555,000</b>

## Stormwater Fund

Pond dredging program	125,000
MS4 compliance projects	100,000
	<hr/>
	<b>\$ 225,000</b>

## Electric Fund

New Transformers	210,000
Underground Conductors	130,000
Replace High Voltage Switches	280,000
Downtown Lighting/Bollard/sign Replacement Workorder	230,000
Software/Outage Management	80,000
10th Street SUB Modifications/Breakers	100,000
FES Substation Transformer Replacement (Distribution)	100,000
FES Substation Transformer Replacement (Substation)	500,000
West Industrial Park Substation (Substation)	50,000
West Industrial Park Substation (Distribution)	50,000
GIS Software	30,000
Replace Boring Machine (ordered 2023)	260,000
Flat Bed/Dump Box Truck #228	10,000
Repair Damaged Buildings	43,000
Street Improvement Projects	20,000
Skid Loader Attachment/Trencher/Snow Pusher	50,000
GIS/RAM/I-PADS (for locating, mapping)	10,000
Contingency	20,000
	<hr/>
	<b>\$ 2,173,000</b>



**2022 CITY/COUNTY/SCHOOL TAX RATES**

City	Pop.	LGA	County Rate	City Rate	School Rate	Special	Total	% Levy Increase 2024
Alexandria	14,690	1,591,241	44.70	40.06	17.71	2.03	104.50	10.6
North Mankato	14,461	1,973,070	55.61	47.83	22.27	0.43	126.14	12.9
St. Peter	12,066	3,258,290	55.60	51.60	33.38	0.43	141.01	9.0
Marshall	13,618	2,666,979	36.19	59.82	31.33	0.15	127.48	9.9
Hutchinson	14,703	2,668,410	57.53	60.41	30.52	3.45	151.90	11.0
Albert Lea	18,301	5,715,392	63.07	60.68	25.87	3.02	152.63	6.0
Worthington	13,861	3,540,880	35.75	61.16	26.44	3.90	127.24	18.0
<b>Fairmont</b>	<b>10,417</b>	<b>3,704,698</b>	<b>41.23</b>	<b>61.36</b>	<b>23.21</b>	<b>0.37</b>	<b>126.17</b>	<b>6.2</b>
Owatonna	26,647	4,737,816	56.47	62.10	34.67	0.0	153.24	9.0
Luverne	4,937	1,532,676	23.88	65.52	16.14	0.16	105.69	16.85
Jackson	3,328	1,452,556	35.91	67.40	14.71	0.16	118.19	12.5
New Ulm	14,070	4,511,374	43.09	81.18	20.32	1.28	145.87	5.78
Waseca	9,221	3,133,869	67.12	88.33	31.36	1.80	188.61	0.8
Blue Earth	3,157	2,066,662	37.39	105.72	7.41	0.18	150.70	20.0
Winnebago	1,377	553,541	36.30	126.29	5.86	0.18	168.63	20.97

**2022 RESIDENTIAL PROPERTY TAX**

City	Residential		
	\$95,000	\$150,000	\$250,000
Albert Lea	576.46	910.20	1,517.00
Alexandria	380.57	600.90	1,001.50
Blue Earth	1,004.34	1,585.80	2,643.00
<b>Fairmont</b>	<b>582.92</b>	<b>920.40</b>	<b>1,534.00</b>
Hutchinson	573.90	906.15	1,510.25
Jackson	640.30	1,011.00	1,685.00
Luverne	622.44	982.80	1,638.00
Marshall	568.29	897.30	1,495.50
New Ulm	771.21	1,217.70	2,029.50
North Mankato	454.39	717.45	1,195.75
Owatonna	589.95	931.50	1,552.50
St. Peter	490.20	774.00	1,290.00
Waseca	839.14	1,324.95	2,208.25
Winnebago	1,199.76	1,894.35	3,157.25
Worthington	581.02	917.40	1,529.00

Source: League of Minnesota Cities, 2022 Property Tax Data

## **2022 COMMERCIAL/INDUSTRIAL PROPERTY TAX**

Does not include State Property Tax

<b>City</b>	<b>Commercial/Industrial</b>		
	<b>\$250,000</b>	<b>\$500,000</b>	<b>\$1,000,000</b>
Albert Lea	2,578.90	5,612.90	11,680.90
Alexandria	1,702.55	3,705.55	7,711.55
Blue Earth	4,493.10	9,779.10	20,351.10
<b>Fairmont</b>	2,607.80	5,675.80	11,811.80
Hutchinson	2,567.43	5,587.93	11,628.93
Jackson	2,864.50	6,234.50	12,974.50
Luverne	2,784.60	6,060.60	12,612.60
Marshall	2,542.35	5,533.35	11,515.35
New Ulm	3,450.15	7,509.15	15,627.15
North Mankato	2,032.78	4,424.28	9,207.28
Owatonna	2,639.25	5,744.25	11,954.25
St. Peter	2,193.00	4,773.00	9,933.00
Waseca	3,754.03	8,170.53	17,003.53
Winnebago	5,367.33	11,681.83	24,310.83
Worthington	2,599.30	5,657.30	11,773.30

Source: League of Minnesota Cities, 2022 Property Tax Data

# Fairmont Public Utilities Commission

## Effect of Proposed Rate Increase

**Residential Average: 700 kWh and 500 Cubic Feet Water**

	<b>Current Rate</b>	<b>Sample Proposed 2024</b>	<b>Percent Increase</b>
		<b>Electric per rate study</b>	Average 3% rate change
		<b>water per rate study</b>	Average 7.5% increase
		<b>sewer per rate study</b>	Average 5% increase
	2023	2024	
Electric-Energy	\$83.38	\$84.49	1.33%
Electric- Cust Chg	\$5.00	\$6.25	25.00%
Water	\$35.25	\$38.10	8%
Water- Cust Chg	\$29.34	\$31.39	6.99%
Sewer- 3/4" meter	\$26.14	\$27.46	5.05%
Infrastructure	\$20.64	\$21.34	3.39%
City Wide Clean Up	\$3.00	\$3.00	0.00%
Totals	\$202.75	\$212.03	
Total Increase \$\$		\$9.28	
Total Increase %		4.58%	





## STAFF MEMO

<b>Prepared by:</b> Paul Hoye, Finance Director	<b>Meeting Date:</b> December 11, 2023	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.2
<b>Reviewed by:</b> Jeff O’Neil, Interim Administrator	<b>Item:</b> Payable 2024 Tax Levy, 2024 Budget and Utility Rate Increases		
<b>Presented by:</b> Paul Hoye, Finance Director	<b>Action Requested:</b> 1. Motion to approve Resolution 2023-41 Adopting the 2024 Property Tax Levy and Ordering its Certification to the Martin County Auditor. 2. Motion to approve Resolution 2023-42 Adopting the 2024 Budget. 3. Motion to approve Resolution 2023-43 Amending Resolution 2022-45 of the City of Fairmont Relating to the Softened Water Rates. 4. Motion to approve Resolution 2023-44 Amending Resolution 2022-46 of the City of Fairmont Relating to Public Utility Wastewater Rates. 5. Motion to approve Resolution 2023-45 Amending Ordinance 2015-01 of the City of Fairmont Relating to the Electric Service Rates.		
<b>Vote Required:</b> <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approve Resolution No’s 2023-41, 2023-42, 2023-43, 2023-44 and 2023-45 <b>Board/Commission/Committee Recommendation:</b> NA		

**PREVIOUS COUNCIL ACTION**

The City Council approved the preliminary budget and tax levy at our September 11, 2023 council meeting.

**REFERENCE AND BACKGROUND**

Truth-in-Taxation legislation requires the Council to adopt the final tax levy and budget to be certified to the County Auditor. Resolution 2023-41 and 2023-42 is presented for Council consideration. The Council may reduce the levy at this meeting, but it cannot be increased above the amount certified in September with the preliminary budget.

The Public Utilities Commission recommended approval of the 2024 PUC budget and rate increases at their December 5, 2023 meeting. Resolution 2023-43, Resolution 2023-44 and Resolution 2023-45 reflect the rate increases that are needed for the 2024 budget. These resolutions represent a 7.5% average residential increase for water, a 5% average residential increase for wastewater and a 3% average residential increase for electric.

**BUDGET IMPACT**

Approval of resolution 2023-42 will set the budget for 2024.

**SUPPORTING DATA/ATTACHMENTS**

Resolution 2023-41 Adopting the 2024 Property Tax Levy and Ordering its Certification to the Martin County Auditor

Resolution 2023-42 Adopting the 2024 Budget

Resolution 2023-43 Amending Resolution 2022-45 of the City of Fairmont Relating to the Softened Water Rates.

Resolution 2023-44 Amending Resolution 2022-46 of the City of Fairmont Relating to Public Utility Wastewater Rates.

Resolution 2023-45 Amending Ordinance 2015-01 of the City of Fairmont Relating to the Electric Service Rates.

**RESOLUTION NO. 2023-41**

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

**A RESOLUTION ADOPTING THE 2024 PROPERTY TAX LEVY  
AND ORDERING ITS CERTIFICATION TO THE MARTIN COUNTY AUDITOR**

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

**WHEREAS**, the City Administrator has prepared a 2024 City Budget which includes the property tax levy.

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

Non-Debt Levy	\$5,589,461
Debt Service Levy	<u>1,301,607</u>
 Total Property Tax Levy	 <u>\$6,891,068</u>

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

1. General Fund Operations	\$4,166,235
2. Capital Projects	1,214,088
3. Debt Service	1,301,607
4. EDA	100,000
5. Tax Abatements	<u>109,138</u>
 TOTAL TAX LEVY	 <u>\$6,891,068</u>

**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of December 2023.

\_\_\_\_\_  
Lee C. Baarts, Mayor

ATTEST:

\_\_\_\_\_  
Patricia J. Monsen, City Clerk

**RESOLUTION NO. 2023-42**

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

**A RESOLUTION ADOPTING THE 2024 BUDGET**

**WHEREAS**, the State Truth in Taxation Law requires cities to adopt a budget to be submitted to the County Auditor with the 2024 tax levy.

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

**WHEREAS**, the Public Utility Commission has met in regular and special sessions for the purpose of adopting an adequate budget for maintenance of the utility departments for the fiscal year 2024, and;

**WHEREAS**, the City Administrator has prepared such documents and recommends the 2024 Enterprise Funds and Internal Service Funds Budgets, and;

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

**NOW THEREFORE, BE IT RESOLVED**, that the following budget be adopted and approved this 11<sup>th</sup> day of December 2023 in a regular meeting of the Fairmont City Council:

FUND	REVENUES AND TRANSFERS IN	EXPENDITURES AND TRANSFERS OUT
General	\$ 10,587,256	\$ 10,587,256
Economic Development	220,000	220,000
SMEC	89,000	88,850
Aeronautics	667,408	657,237
Lake Restoration	70,000	63,345
Local Option Sales Tax	1,110,000	1,110,000
Debt Service	1,843,459	2,020,067
Capital	22,902,088	18,989,475
Proprietary	33,956,738	30,831,366
	<u>\$71,445,949</u>	<u>\$64,567,596</u>

**RESOLUTION NO. 2023-42**

**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of December 2023.

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Lee C. Baarts, Mayor

ATTEST:

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Patricia J. Monsen, City Clerk

**RESOLUTION 2023-43**

**A RESOLUTION AMENDING RESOLUTION 2022-45 OF THE CITY OF FAIRMONT,  
RELATING TO THE SOFTENED WATER SERVICE RATES.**

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

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fairmont that Resolution No. 2022-45 be amended to establish the following rates:

**Service Type - Residential :**

( Cost per 100 cubic feet )

First 2,000 cubic feet per month	\$7.62
Excess Consumption - Cubic feet per month	\$8.43
Monthly customer charge (In addition to minimum charge)	\$31.39
Minimum charge per month	\$15.80
Water Infrastructure Charge per month	\$5.65

**Service Type - Commercial :**

( Cost per 100 cubic feet )

First 120,000 - Cubic feet per month	\$6.36
Excess Consumption - Cubic feet per month	\$6.53
Monthly customer charge (In addition to minimum charge)	\$59.91
Minimum charge per month	\$15.80
Water Infrastructure Charge per month	\$5.65

**Service Type - Industrial :**

( > 250,000 cubic feet per month)

( Cost per 100 cubic feet )

First 1,300,000 - Cubic feet per month	\$5.04
Excess Consumption - Cubic feet per month	\$5.72
Monthly customer charge (In addition to minimum charge)	\$59.91
Minimum charge per month	\$15.80
Infrastructure Charge per month	\$5.65

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

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

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

Said rates shall be effective January 1, 2024.

PASSED, APPROVED AND ADOPTED this 11th day of December 2023.

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Lee C Baarts, Mayor

Attest:

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Patricia J. Monsen, City Clerk

**RESOLUTION 2023-44**

**A RESOLUTION AMENDING RESOLUTION 2022-46 OF THE CITY OF FAIRMONT  
RELATING TO PUBLIC UTILITY WASTEWATER RATES.**

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

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

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

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Fairmont that Resolution 2022-46 be amended to establish the following fees and guidelines:

**1. Residential Fees**

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

All Consumption:                      \$2.46 / 100 cubic feet

Monthly Customer Charge	\$17.62	-	5/8" x 3/4" meter
	\$48.53	-	1" meter
	\$78.33	-	1 1/4" meter
	\$110.72	-	1 1/2" meter
	\$212.64	-	2" meter
	\$493.97	-	3" meter
	\$823.50	-	4" meter
	\$1,253.95	-	6" meter

- B. Wastewater Treatment Infrastructure Charge and Debt Service Charge: All residential customers will be charged a monthly fee of \$ 14.69 per month, in addition to the monthly sewer service fee.
- C. Residential sewer rate for the months of October through May will be averaged to be used as a cap for determining the sewer charge for the months of June through September. If the customer used less water than the corresponding average sewer rate, the sewer charge to the customer will be based on actual usage.



2. **Commercial Fees**

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

All Consumption                      \$ 3.84 / 100 cubic feet

Monthly Customer Charge    \$30.05

B. Wastewater Treatment Infrastructure Charge and Debt Service Charge:  
All commercial customers will be charged a monthly fee of \$14.69 per month, in addition to the monthly sewer service fee.

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

3. **Industrial Fees**

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

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

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

<u>PARAMETER</u>	<u>FEE \$ / lb</u>
TSS	\$ 0.9444
BOD	\$ 1.1157
TKN	\$ 2.5400
PHOS	\$ 8.4716
FOG	\$ 1.5498

- C. Wastewater Treatment Infrastructure Charge and Debt Service Charge:  
  
All industrial customers will be charged a monthly fee of \$ 14.69 per month, in addition to the monthly sewer service fee.
- D. If the calculated fee for industrial waste is less than the same volume of waste based on commercial fees, then the commercial fee shall be used as the basis of payment.
- E. Users with industrial sewage will be required to install and maintain devices to measure the sewage strength and flow at no expense to the City. The City will have access to flow metering and sampling equipment.

4. **Industrial Pretreatment Agreement Criteria**

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

The above rates shall become effective January 1, 2024.

**PASSED, APPROVED AND ADOPTED** this 11th day of December 2023.

\_\_\_\_\_  
Lee C Baarts, Mayor

ATTEST:

\_\_\_\_\_  
Patricia J. Monsen, City Clerk

**RESOLUTION 2023-45**

**A RESOLUTION AMENDING ORDINANCE NUMBER 2015-01 OF THE CITY OF FAIRMONT, RELATING TO THE ELECTRIC SERVICE RATES.**

**WHEREAS**, on December 5, 2023, the Fairmont Public Utilities Commission adopted the Electric Cost of Service and Rate Design Study prepared by Dave Berg Consulting, LLC; and,

**WHEREAS**, the Rate Study recommends an increase in the electric rates charged to Fairmont Public Utilities' customers to help ensure the continued financial strength of the electric utility; and,

**WHEREAS**, the Fairmont Public Utilities Commission believes that rate increases across all customer classes, as detailed in the DBC Electric Cost of Service and Rate Design Study dated November 7, 2023, are necessary to meet projected revenue requirements; and,

**WHEREAS**, the Fairmont Public Utilities Commission is recommending electric rate increase effective January 1, 2024.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Fairmont that Ordinance No. 2015-01 be amended to establish the following rates:

**RESIDENTIAL LIGHT SERVICE**

**AVAILABILITY:** At all locations within the Fairmont city limits where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Where the service desired by the customer is not adjacent to the premises to be served, additional contract arrangements may be required prior to service being furnished.

**APPLICATION:** To electric service required for residential purposes in individual private dwellings and in individually metered apartments where primary space heating requirements are supplied by sources other than electricity. Such service shall be supplied at one point of delivery and measured through one meter.

**CHARACTER OF SERVICE:** Single phase, 60 Hertz, alternating current at any one of the standard secondary service voltages as described in the Commission's published rules and regulations.

**RATE:**

Customer Charge -	\$ 6.25 per month
Energy Charge -	\$.1207 per kWh

**ENERGY COST ADJUSTMENT:** Bills computed under this rate schedule are subject to adjustment in accordance with the Energy Cost Adjustment Clause ("ECA").

**MINIMUM BILL:** \$ 6.25 per month.

**PAYMENT:** Payments are due on or before the due date.

**CONDITIONS OF DELIVERY:**

1. Service furnished under this rate schedule is subject to applicable provisions of the Commission's published rules and regulations.
2. The Commission shall not be liable for any damage or loss sustained by customer resulting from interruptions, deficiencies, or imperfections of service provided under this rate.
3. Energy furnished under this rate shall not be resold.
4. Customers served under this rate agree to allow the Commission, at its option, to install and operate devices for the control of air conditioning and domestic hot water heating during peak load conditions
5. The Commission will supply facilities for the delivery and measurement of electricity at one point only. Additional delivery and metering points will be furnished at the customer's expense.

**RESIDENTIAL HEATING SERVICE**

**AVAILABILITY:** At all locations within the Fairmont city limits where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Where the service desired by the customer is not adjacent to the premises to be served, additional contract arrangements may be required prior to service being furnished.

**APPLICATION:** To electric service required for residential purposes in individual private dwellings and in individually metered apartments where primary space heating requirements are supplied by electricity or customer has domestic hot water heated by electricity. Such service shall be supplied at one point of delivery and measured through one meter.

**CHARACTER OF SERVICE:** Single phase, 60 Hertz, alternating current at any one of the standard secondary service voltages as described in the Commission's published rules and regulations.

**RATE:**

Customer Charge -		\$ 6.25 per month
Energy Charge -		
First 800 kWh per month	@	\$ .1198 per kWh
Over 800 kWh per month	@	\$ .1138 per kWh

**LOAD CONTROL CREDIT:** A load control credit of \$3.50 per month will be applied to monthly bills of those customers with load controlled electric hot water heating.

**ENERGY COST ADJUSTMENT:** Bills computed under this rate schedule are subject to adjustment in accordance with the Energy Cost Adjustment Clause ("ECA").

**MINIMUM BILL:** \$ 6.25 per month.

**PAYMENT:** Payments are due on or before the due date.

**CONDITIONS OF DELIVERY:**

1. Service furnished under this rate schedule is subject to applicable provisions of the Commission's published rules and regulations.
2. The Commission shall not be liable for any damage or loss sustained by customer resulting from interruptions, deficiencies, or imperfections of service provided under this rate.
3. Energy furnished under this rate shall not be resold.
4. The Commission will supply facilities for the delivery and measurement of electricity at one point only. Additional delivery and metering points will be furnished at the customer's expense.
5. Customers served under this rate agree to allow the Commission, at its options, to install and operate devices for the control of electric hot water heating and air conditioning during peak load conditions.

**COMMERCIAL SERVICE**

**AVAILABILITY:** At all locations for loads of less than 50 kW where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. For loads where the service desired by the customer is not adjacent to the premises to be served, additional contract arrangements may be required prior to service being furnished.

**APPLICATION:** To commercial, industrial and governmental and other type of non-residential customers contracting for electric service for one year or more, with all service taken at one point of delivery and measured through one meter.

**CHARACTER OF SERVICE:** Single phase or three phase, 60 Hertz, alternating current at any one of the standard secondary service voltages as described in the Commission's published rules and regulations.

**RATE:**

Customer Charge -			\$ 13.00 per month
Energy Charge -			
	All kWh per month	@	\$ .1190 per kWh

**ENERGY COST ADJUSTMENT:** Bills computed under this rate schedule are subject to adjustment in accordance with the Energy Cost Adjustment Clause ("ECA").

**MINIMUM BILL:** \$ 13.00 per month.

**PAYMENT:** Payments are due on or before the due date.

**CONDITIONS OF DELIVERY:**

1. Service furnished under this rate schedule is subject to applicable provisions of the Commission's published rules and regulations.
2. The Commission shall not be liable for any damage or loss sustained by customer resulting from interruptions, deficiencies, or imperfections of service provided under this rate.
3. Energy furnished under this rate shall not be resold.
4. Customers served under this rate agree to allow the Commission, at its option, to install and operate devices for the control of air conditioning and domestic hot water heating during peak load conditions.
5. The Commission will supply facilities for the delivery and measurement of electricity at one point only. Additional delivery and metering points will be furnished at the customer's expense.

**SEASONAL COMMERCIAL SERVICE**

**OBJECTIVE:** The Seasonal Commercial Rate (SC) is being offered to qualifying customers of the Fairmont Public Utilities, to lower their cost of electricity. This rate will provide incentives to qualifying customers to shift summer season electrical usage to the winter season and more efficiently utilize existing electrical resources. The summer season is defined as the period of June through September. The winter season is defined as the period of October through May.

**AVAILABILITY:** At all locations for loads equal to or greater than 250 kW for six months of the year where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. For loads where the service desired by the customer is not adjacent to the premises to be served, additional contract arrangements may be required prior to service being furnished.

**APPLICATION:** To commercial, industrial and governmental and other type of non-residential customers contracting for electric service for one year or more, with all service taken at one point of delivery and measured through one meter.

**CHARACTER OF SERVICE:** Single phase or three phase, 60 Hertz, alternating current at any one of the standard secondary service voltages as described in the Commission's published rules and regulations.

**RATE:**

Customer Charge -		\$ 103.00 per month
Energy Charge -		
Summer Season	@	\$ .117 per kWh
Winter Season	@	\$ .105 per kWh

**ENERGY COST ADJUSTMENT:** Bills computed under this rate schedule are subject to adjustment in accordance with the Energy Cost Adjustment Clause ("ECA").

**MINIMUM BILL:** The minimum bill shall not be less than the adjusted billing demand, as provided above, whether or not energy is used.

**PAYMENT:** Payments are due on or before the due date.

**CONDITIONS OF DELIVERY:**

1. Service furnished under this rate schedule is subject to applicable provisions of the Commission's published rules and regulations.
2. The Commission shall not be liable for any damage or loss sustained by customer resulting from interruptions, deficiencies, or imperfections of service provided under this rate.
3. Energy furnished under this rate shall not be resold.
4. The Commission will supply facilities for the delivery and measurement of electricity at one point only. Additional delivery and metering points will be furnished at the customer's expense.

**SEASONAL ELECTRIC HEAT RATE**

**OBJECTIVE:** The Seasonal Electric Heat Rate (SH) is being offered to qualifying customers of the Fairmont Public Utilities, to promote the use of electrical space heating. This rate will provide incentives to qualifying customers to convert from steam district heat or natural gas boilers to electric boilers or electric space heating. The winter season is defined as the period of September through April.

**AVAILABILITY:** At all locations for loads equal to or greater than 25 kW for six months of the year where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. For loads where the service desired by the customer is not adjacent to the premises to be served, additional contract arrangements may be required prior to service being furnished.

**APPLICATION:** To commercial, industrial and governmental customers contracting for electric service for one year or more, with all service taken at one point and measured through one meter. Electrical usage under this application must be separately metered from the typical electric use of the facility.

**CHARACTER OF SERVICE:** Single or three phase, 60 Hertz, alternating current at any one of the standard secondary service voltages as described in the Commission's published rules and regulations.

**RATE:**

Energy Charge -

Winter Heating Season	\$ .0872 per kWh
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**ENERGY COST ADJUSTMENT:** Bills computed under this rate schedule are subject to adjustment in accordance with the Energy Cost Adjustment Clause ("ECA").

**MINIMUM BILL:** \$ 13.00 per month during winter heating season. No disconnect or reconnect charge will be made during periods of zero (o) consumption.

**PAYMENT:** Payments are due on or before the due date.

**CONDITIONS OF DELIVERY:**

1. Service furnished under this rate schedule is subject to applicable provisions of the Commission's published rules and regulations.
2. The Commission shall not be liable for any damage or loss sustained by customer resulting from interruptions, deficiencies, or imperfections of service provided under this rate.
3. Energy furnished under this rate shall not be resold.
4. The Commission will supply facilities for the delivery and measurement of electricity at one point only. Additional delivery and metering points will be furnished at the customer's expense.



**DEMAND SERVICE**

**AVAILABILITY:** At all locations for loads equal to or greater than 50 kW for six months of the year, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. For loads where the service desired by the customer is not adjacent to the premises to be served, additional contract arrangements may be required prior to service being furnished.

**APPLICATION:** To commercial, industrial and governmental and other type of non-residential customers listed as General Service (GS) Industrial (IN) and All Electric Service (AE) contracting for electric service for one year or more, with all service taken at one point of delivery and measured through one meter.

**CHARACTER OF SERVICE:** Single phase or three phase, 60 Hertz, alternating current at any one of the standard secondary service voltages as described in the Commission's published rules and regulations.

**RATE:**

Demand Charge –			
All kW per month	@	\$ 14.11 per kW	
Energy Charge -			
All kWh per month	@	\$0.0759 per kWh	

**ENERGY COST ADJUSTMENT:** Bills computed under this rate schedule are subject to adjustment in accordance with the Energy Cost Adjustment Clause ("ECA").

**POWER FACTOR ADJUSTMENT:** If the customer's average power factor is less than 0.95, the billing demand shall be determined by multiplying the measured demand by 0.95 and dividing the result by the customer's average power factor. The average power factor is defined to be the quotient obtained by dividing the kWh used during the month by the square root of the sum of the squares of the kWh used and the lagging reactive kilovolt-ampere-hours supplied during the same period. The customer's average power factor may be determined by means of permanently installed meters or by periodic tests. When obtained by tests, the average power factor determined from the test readings shall remain in effect for billing purposes until another test is conducted.

**PRIMARY VOLTAGE DISCOUNT:** Customers receiving service at one of the standard primary service voltages will receive a discount of 2.0% on demand and energy charges.

**DETERMINATION OF DEMAND:** Measured demand is defined as the maximum rate at which energy is used for any period of fifteen consecutive minutes during the billing period. The billing demand shall be the greater of the measured demand for the billing period or 75% of the maximum measured demand for the most current June – September months.

**MINIMUM BILL:** The minimum bill shall not be less than the adjusted billing demand, as provided above, whether or not energy is used.

**PAYMENT:** Payments are due on or before the due date.

**DEMAND SERVICE**

**CONDITIONS OF DELIVERY:**

1. Service furnished under this rate schedule is subject to applicable provisions of the Commission's published rules and regulations.
2. The Commission shall not be liable for any damage or loss sustained by customer resulting from interruptions, deficiencies, or imperfections of service provided under this rate.
3. Energy furnished under this rate shall not be resold.
4. Customers served under this rate agree to allow the Commission, at its option, to install and operate devices for the control of air conditioning and domestic hot water heating during peak load conditions.
5. The Commission will supply facilities for the delivery and measurement of electricity at one point only. Additional delivery and metering points will be furnished at the customer's expense.

**RURAL ELECTRIC SERVICE**

**AVAILABILITY:** At all locations outside the Fairmont City limits where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. For loads where the service desired by the customer is not adjacent to the premises to be served, additional contract arrangements may be required prior to service being furnished.

**APPLICATION:** To electric service required for residential and rural purposes in individual private dwellings and rural applications. Such service shall be supplied at one point of delivery and measured through one meter.

**CHARACTER OF SERVICE:** Single phase or three phase, 60 Hertz, alternating current at any one of the standard secondary service voltages as described in the Commission's published rules and regulations.

**RATE:**

Customer Charge - \$ 9.25 per month

Energy Charge - \$ .1228 per kWh

**LOAD CONTROL CREDIT:** A load control credit of \$3.50 per month will be applied to monthly bills for those customers with controlled domestic electric hot water heating.

**ENERGY COST ADJUSTMENT:** Bills computed under this rate schedule are subject to adjustment in accordance with the Energy Cost Adjustment Clause ("ECA").

**MINIMUM BILL:** \$ 9.25 per month.

**PAYMENT:** Payments are due on or before the due date.

**CONDITIONS OF DELIVERY:**

1. Service furnished under this rate schedule is subject to applicable provisions of the Commission's published rules and regulations.
2. The Commission shall not be liable for any damage or loss sustained by customer resulting from interruptions, deficiencies, or imperfections of service provided under this rate.
3. Energy furnished under this rate shall not be resold.
4. Customers served under this rate agree to allow the Commission, at its option, to install and operate devices for the control of air conditioning and domestic hot water heating during peak load conditions.
5. The Commission will supply facilities for the delivery and measurement of electricity at one point only. Additional delivery and metering points will be furnished at the customer's expense.

**INTERRUPTIBLE ELECTRIC SERVICE**

**AVAILABILITY:** At all locations for interruptible loads equal to or greater than 50 kW where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. For loads where the service desired by the customer is not adjacent to the premises to be served, additional contract arrangements may be required prior to service being furnished.

**APPLICATION:** To commercial, industrial and governmental customers contracting for electric service for one year or more, with all service taken at one point of delivery and measured through one meter.

**CHARACTER OF SERVICE:** Single phase or three phase, 60 Hertz, alternating current at any one of the standard primary or secondary service voltages as described in the Commission's published rules and regulations.

**RATE:**

Energy Charge -

All kWh per month @ \$ .0826 per kWh

**ENERGY COST ADJUSTMENT:** Bills computed under this rate schedule are subject to adjustment in accordance with the Energy Cost Adjustment Clause ("ECA").

**PRIMARY VOLTAGE DISCOUNT:** Customers receiving service at one of the standard primary service voltages will receive a discount of 2.0% on energy charges.

**PAYMENT:** Payments are due on or before the due date.

**CONDITIONS OF DELIVERY:**

1. Service furnished under this rate schedule is subject to applicable provisions of the Commission's published rules and regulations.
2. The Commission shall not be liable for any damage or loss sustained by customer resulting from interruptions, deficiencies, or imperfections of service provided under this rate.
3. Energy furnished under this rate shall not be resold.
4. Customers served under this rate agree to allow the Commission, at its option, to install and operate devices for the control of air conditioning and domestic hot water heating during peak load conditions.
5. The Commission will supply facilities for the delivery and measurement of electricity at one point only. Additional delivery and metering points will be furnished at the customer's expense.

**FAIRMONT STREET LIGHTING**

**AVAILABILITY:** To the City of Fairmont for the illumination of public thoroughfares by means of Commission-owned overhead street lighting facilities.

**CHARACTER OF SERVICE:** Single phase, 60 Hertz, alternating current at any one of the standard primary or secondary service voltages as described in the Commission's published rules and regulations.

**RATE:**

Energy Charge -

All kWh per month @ \$ .0914 per kWh

**ENERGY COST ADJUSTMENT:** Bills computed under this rate schedule are subject to adjustment in accordance with the Energy Cost Adjustment Clause ("ECA").

**PAYMENT:** Payments are due on or before the due date.

**CONDITIONS OF DELIVERY:**

1. This rate is based on lamps being lighted every night from approximately 30 minutes after sunset to 30 minutes before sunrise, providing dusk to dawn operation.
2. The Commission will replace inoperative lamps and otherwise maintain luminaries during regular daytime hours. No credit will be allowed for periods during which the lamps are out of service. Routine lamp replacement will be made on a group replacement schedule.
3. The Commission will determine the amount of energy used by non-metered lamps during the month by multiplying the number of lamps of each specific capacity by the estimated usage of such lamps.

**EAST CHAIN STREET LIGHTING**

**AVAILABILITY:** To the City of East Chain for the illumination of public thoroughfares by means of Commission-owned overhead street lighting facilities.

**APPLICATION:** The rate will be added to the monthly electric bills of each customer located in the City of East Chain.

**CHARACTER OF SERVICE:** Single phase, 60 Hertz, alternating current at any one of the standard primary or secondary service voltages as described in the Commission's published rules and regulations.

**RATE:**

<u>Customer Classification</u>	<u>Monthly Charge</u>
Residential	\$ 1.21
Commercial	\$ 2.41

**PAYMENT:** Payments are due on or before the due date.

**CONDITIONS OF DELIVERY:**

1. This rate is based on lamps being lighted every night from approximately 30 minutes after sunset to 30 minutes before sunrise, providing dusk to dawn operation.
2. The Commission will replace inoperative lamps and otherwise maintain luminaries during regular daytime hours. No credit will be allowed for periods during which the lamps are out of service. Routine lamp replacement will be made on a group replacement schedule.

**ENERGY COST ADJUSTMENT**

**APPLICATION:** Applicable to the following rate schedules:

Residential Light Service  
Residential Heat Service  
Commercial Service  
Demand Service  
Seasonal Commercial Service  
Seasonal Electric Heat Rate  
Rural Electric Service  
Interruptible Electric Service  
Fairmont Street Lighting

**AVAILABILITY:**

Changes in Fairmont Public Utilities' wholesale power cost will be reflected by use of an Energy Cost Adjustment (ECA).

**RATE:**

The ECA will factor in :

- Recovery of Southern Minnesota Municipal Power Agency's ECA
- Other adjustments as approved by the Fairmont Public Utilities Commission

**OTHER TERMS AND CONDITIONS:**

The rate shown above is subject to sales tax.

**SECURITY LIGHTING**

**AVAILABILITY:** At all locations whenever the service can be provided with overhead wiring on an existing pole owned by the Commission.

**APPLICATION:** To all classes of customers contracting for securing lighting. A customer's security lighting will be considered "metered" lighting if usage is recorded on the customer's standard electric meter.

**RATE:**

Non-Metered Lighting - \$ 4.75 per month

Metered Lighting - \$ 2.10 per month

**PAYMENT:** Bills will be rendered monthly; payments are due on or before the due date.



PASSED, APPROVED AND ADOPTED this 11th day of December 2023.

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Lee C Baarts, Mayor

ATTEST:

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Patricia J. Monsen, City Clerk



**STAFF MEMO**

<b>Prepared by:</b> Paul Hoye, Finance Director	<b>Meeting Date:</b> December 11, 2023	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.3
<b>Reviewed by:</b> Jeff O’Neil, Interim Administrator	<b>Item:</b> Accepting donations to the City		
<b>Presented by:</b> Paul Hoye, Finance Director	<b>Action Requested:</b> Motion to approve Resolution 2023-46 accepting donations to the City		
<b>Vote Required:</b> <input type="checkbox"/> Simple Majority <input checked="" type="checkbox"/> Two Thirds Vote <input checked="" type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approve Resolution 2023-46 <b>Board/Commission/Committee Recommendation:</b> NA		

**PREVIOUS COUNCIL ACTION**

NA

**REFERENCE AND BACKGROUND**

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

**BUDGET IMPACT**

NA

**SUPPORTING DATA/ATTACHMENTS**

1. Resolution 2023-46

**RESOLUTION 2023-46**  
**A RESOLUTION ACCEPTING A DONATIONS TO THE CITY.**

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

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

	Name of Donor	Amount
1	Fairmont Fire Relief Association	\$22,235.00
2	Red Rock Center	10,000.00
3	Martin County Area Foundation	3,500.00
4	Craig Nelson	3,416.62
5	Fairmont Fire Relief Association	2,734.49
6	Wal Mart	2,500.00
7	Fairmont City Band	1,775.00
8	Fairmont Fire Relief Association	1,229.95
9	Girl Scout Troop 34562	700.00
10	Bob and Deb Bonk	700.00
11	Schwans of Truman – Employees	700.00
12	Martin County Fair Board	500.00
13	Fairmont Lions Club	250.00
14	Donna Holstein	150.00
15	Kahler Automation	100.00

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

Donation Number	Terms or Conditions
1	Fire truck purchase
2	Sylvania Park Band Shell
3	Fire Department Rescue Boat
4	Landscaping
5	Fire Department Equipment
6	Police Department Shop with a Cop
7	Sylvania Park Band Shell
8	Fire Department Equipment
9	Park Bench
10	Park Bench
11	Police Department Shop with a Cop
12	Police Department
13	Police Department Shop with a Cop
14	Animal Control
15	Police Department

**RESOLUTION 2023-46**

**WHEREAS**, all such donations have been contributed to the city in 2023 for the benefit of its citizens, as allowed by law; and,

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

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

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

**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of December 2023.

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Lee Baarts, Mayor

ATTEST:

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Patricia J. Monsen, City Clerk



**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 12/11/2023	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 9.4
<b>Reviewed by:</b> Jeff O’Neill, Interim Administrator	<b>Item:</b> Request for Demolition Assistance – James Johnson		
<b>Presented by:</b> Ned Koppen, Economic Development Coordinator	<b>Action Requested:</b> Motion to approve or deny a demolition assistance at 50% of the actual cost up to \$10,000.		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND**

James Johnson has applied for demolition assistance for a commercial building located on property owned by him at 414 Winnebago Avenue. This building was an old boat repair shop. The building was falling down. Mr. Johnson intends to build a new building to expand his existing auto repair business. The demolition has already been successfully completed.

**BUDGET IMPACT**

This is a budgeted item.

**SUPPORTING DATA/ATTACHMENTS**

Application, Property Information, Photo, Estimate, Invoice



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

Applicant Name: James Johnson
Address of Applicant: 1879 300th Ave, Fairmont, Winnebago, MN 56098
Telephone Number: 507-236-6532 Email: jamie@carpartd.com
Address of property to be demolished: 414 Winnebago Ave, Fairmont, MN 56031

- 1. Description of property and reason for request: Old boat repair shop. Building was falling down and an eye sore.
2. What do you plan to do with the property after demolition? Put up a new building to expand my repair business.
3. Date demolition will be complete by: 10/1/23

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.

[Handwritten Signature]
Applicant Signature

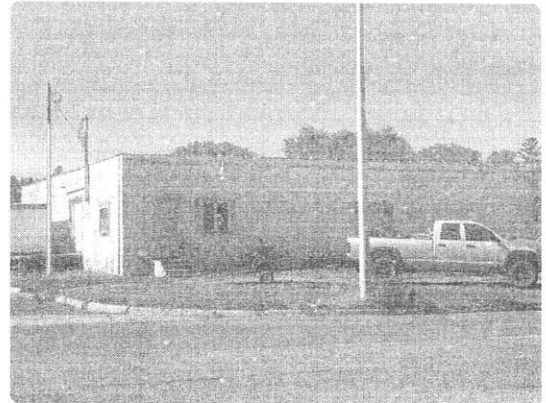
11/1/23
Date

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

# Martin County, MN

## Summary

Parcel ID 232450500  
 Property Address 414 WINNEBAGO AVE  
 FAIRMONT MN 56031  
 Sec/Twp/Rng N/A  
 Brief T & J 2ND ADDN N87' OF E64.4' OF W150' OF LOT 11 & S63' OF E64.4' OF 150'  
 Tax Description LOT 12 BLK 4  
 (Note: Not to be used on legal documents)  
 Deeded Acres 0.00  
 Class 233 - (NON-HSTD) 3A COMMERCIAL LAND AND BUILDING  
 District (2301) CITY OF FAIRMONT-2752  
 School District 2752  
 Neighborhood 00310080 - FMT NORTH  
 Contact Appraiser: [Michael Sheplee](#)



[View Map](#)

\* The Class code is the Assessor's Office determination of the use of the property for the current assessment year and is not the same as the property's zoning.

\* Please contact the zoning authority for information regarding zoning.

## Owner

Primary Owner  
[JAMES L JOHNSON](#)  
 1879 300TH AVE  
 WINNEBAGO MN 56098

## Buildings

Building 1  
 Year Built 1954  
 Architecture N/A  
 Above Grade Living Area 0  
 Construction Quality 02  
 Condition A  
 Foundation Type POURED CON  
 Frame Type Frame with Concrete (C)  
 Size/Shape  
 Exterior Walls CONC BLOCK  
 Windows N/A  
 Roof Structure FLAT  
 Roof Cover BUILT-UP  
 Interior Walls MINIMUM  
 Floor Cover CONC FINSH  
 Heat N/A  
 Air Conditioning N/A  
 Bedrooms 0  
 Bathrooms N/A  
 1st Floor Area Sq Ft 4480  
 Stories 1

## Land

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Eff Rate	Div %	Value
1	FMT COM NORTH	0	64	150	0	9,600,000	S	0.550	0.00	0.00	0.00	0.552	1,000	5,300
<b>Total</b>						<b>9,600,000</b>								<b>5,300</b>

## Sales

Multi Parcel	Instr Type	Qualified Sale	Sale Date	Buyer	Seller	Sale Price	Adjusted Sale Price	eCRV
N	WD	U	8/23/2022	JAMES L JOHNSON & ALLEN D BOOMGARDEN	CRAIG & SHIRLEY HEIDECKER	\$9,065	\$9,065	<a href="#">1458574</a>
N	CD	Q	7/15/1994	HEIDECKER & BOOMGAARDEN	SCHWIEGER, VINCENT	\$17,500	\$17,226	0

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

**Valuation**

	2023 Assessment	2022 Assessment	2021 Assessment	2020 Assessment
+ Estimated Land Value	\$5,300	\$5,300	\$5,300	\$10,600
+ Estimated Building Value	\$18,200	\$17,400	\$17,500	\$12,200
+ Estimated Machinery Value	\$0	\$0	\$0	\$0
= Total Estimated Market Value	\$23,500	\$22,700	\$22,800	\$22,800

**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	\$22,700	\$22,800	\$22,800	\$21,500	\$21,100
- Excluded Value	\$0	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0	\$0
= Taxable Market Value	\$22,700	\$22,800	\$22,800	\$21,500	\$21,100
Net Taxes Due	\$445.00	\$479.00	\$461.00	\$451.00	\$429.00
+ Special Assessments	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
= Total Taxes Due	\$514.00	\$548.00	\$530.00	\$520.00	\$498.00
% Change	-6.20%	3.40%	1.92%	4.42%	16.90%

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

**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**



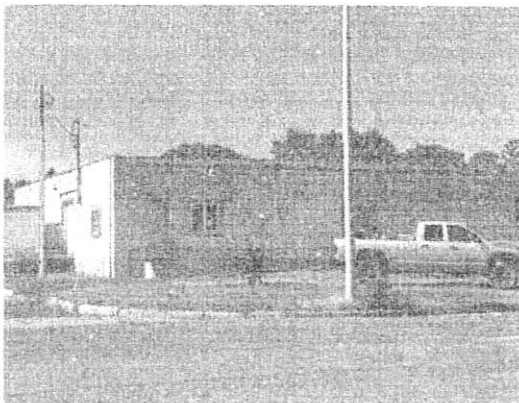
- [2023 Proposed Taxes \(PDF\)](#)
- [2022 Proposed Taxes \(PDF\)](#)

**Valuation Notice**



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

**Photos**





# PROPOSAL

Proposal Submitted To: <u>CAR PARTS DIRECT</u>	Job Name: <u>Building Demolition</u>	Job #
Address: <u>144 Windage Ave.</u>	Job Location	
<u>ETTERMENT, MN 56031</u>	Date: <u>MAY 22, 2023</u>	Date of Plans
Phone # <u>507-344-8150</u>	Fax #	Architect

We hereby submit specifications and estimates for: DEMO DEMOLITION

C&P SEWER + WATER - (1 SET)

ALL CONCRETE + FIXTURES TO BE REMOVED OFF SITE FROM NORTH BUILDING ONLY.

REMOVE FENCES, DIRT FILL + LEVEL

TOTAL COST \$ 24,750.00

NOTE: Building to be clear of ALL ASBESTOS MATERIALS, including ALL-CIT NOTICES + C-Falline.

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ 24,750.00 Dollars

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted:

Note - this proposal may be withdrawn by us if not accepted within 30 days.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date of Acceptance:

65 Signature





**STAFF MEMO**

<b>Prepared by:</b> Matthew York, Public Works/ Utilities Director	<b>Meeting Date:</b> 12/11/2023	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 9.5
<b>Reviewed by:</b> Jeff O’Neill, Interim Administrator	<b>Item:</b> Easement with FCIC, LLC for the Gomsrud Channel Project		
<b>Presented by:</b> Matthew York, Public Works/Utilities Director	<b>Action Requested:</b> Motion to approve the Temporary Easement to allow access to the Gomsrud Channel to make repairs to the Gabion Walls.		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

Approval of Gomsrud Channel Project in June 2023.

Approval of contract with ICON to complete the project in November 2023

**REFERENCE AND BACKGROUND**

In order for the Gomsrud Channel project to be carried out, the City has to enter into a temporary easement with FCIC, LLC, the owners of the parking lot adjacent to the channel. This was required because we needed to gain physical access to the West Side of the Channel and to be able to get equipment and materials in and out of the work zone.

This project has taken on several different iterations from the initial project discussions. With the requirements set forth by the DNR and the Army Corp of Engineers, as well as the constructability with the Contractor, we have settled on this being the best and most cost-effective way to complete this project.

As part of the Temporary Easement requirements, the contractor will be required to complete a permanent restoration of the disturbed area as part of the project.

**BUDGET IMPACT**

Cost of the restorations within the Temporary Easement Site will be paid for with Capital Improvements dollars set aside for the Gomsrud Project.

**SUPPORTING DATA/ATTACHMENTS**

Temporary Easement Documents signed by the Grantor

(Do not write in the space above. Reserved for recording/transfer data)

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### **TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Fairmont, MN and FCIF, a limited liability company organized under the laws of the State of Minnesota, 1125 Horatio Street, Fairmont, MN 56031, referred to hereinafter as “Grantor,” and the City of Fairmont, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 100 Downtown Plaza, Fairmont, Minnesota 56031, referred to hereinafter as “Grantee”; (collectively referred to herein as the “parties”).

#### **AGREEMENT**

That for and in consideration of the sum of one dollars (\$1.00) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor is the owner a tract of land legally described on Exhibit A attached hereto in Fairmont, Minnesota, Martin County. Grantor hereby grants and conveys to the Grantee a Temporary Easement for construction purposes (the “Temporary Easement”) over, under and across that part of the tract of land described on Exhibit A which is legally described on Exhibit B, which is also attached hereto and incorporated by reference (the “Temporary Easement Area”).

The Temporary Easement shall expire no later than the December 31, 2024. Provided, however, that should no work on the project be completed on or before December 31, 2024, then Grantee shall have the option to extend this agreement until December 31, 2025. If any work is completed on the project prior to December 31, 2024, then there shall be no option to extend and any further extension will be at the discretion of the parties.

2. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property identified on Exhibit A, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Temporary Easement described herein.
3. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary facilities and improvements, and such other improvements appurtenant thereto, in the Temporary Easement Area described herein.
4. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Temporary Easement Area at all times and without notice to Grantor by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor.
5. The Grantor shall not erect, construct or locate in the Temporary Easement area any new structure or object that was not in existence on the date of this Temporary Easement, which would prevent the Grantee's reasonable access to the Temporary Easement Area or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
6. Indemnity. Grantee agrees to indemnify, defend and hold Grantor harmless from claims, demands, liabilities, losses, costs and expenses of any kind or nature (including reasonable attorneys' fees in defending against claims) arising from, or related to Grantee's use of the Temporary Easement granted herein. Such indemnity shall not apply to the extent of any loss or claim due to or arising from the negligent or wrongful acts or omissions of the indemnified Party. Each Party shall give written notice as soon as practicable to the other Party of the occurrence or non-occurrence of any event or the discovery by either Party of any circumstance against which the Grantee may be called upon to indemnify Grantor under this Agreement.
7. The Grantee shall restore any and all disturbed areas within the Temporary Easement Area back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder. Grantee specifically agrees to remove any improvements made on the Temporary Easement Area, unless Grantor agrees for the improvement to remain. In addition, Grantee agrees to replace the surface of the Temporary Easement Area as defined on Exhibit D as "Area A" with new concrete. To the extent that portions of the Temporary Easement Area are already concrete, those areas will be replaced as necessary to remediate any damage caused during the project. The concrete work performed under this agreement must be done in a commercially reasonable manner and will be subject to the 2-yr correction period stipulated by the City's construction contract for the project. The Grantee also agrees to plant grass or place sod over the areas depicted as "Area B" and "Area C" on Exhibit D and to match that grass area as nearly as possible to the other grass area in the City right of way to the south of said area. This re-surfacing is part and parcel of the consideration for Grantor agreeing to grant the easement granted herein.


8. Grantee agrees to use their best efforts to complete all work, including the re-surfacing, by May 10, 2024. Should Grantee not be able to complete all work by May 10<sup>th</sup>, then Grantee shall notify Grantor of the same and Grantor shall have the option of allowing Grantee to move forward with the re-surfacing work referenced in paragraph 7 above or to have Grantee patch up the parking lot so that it is in working condition for the summer and then have the re-surfacing done at a mutually agreeable time between September 15<sup>th</sup> and December 31, 2024. The parties agree that no work shall be performed on the Temporary Easement Area during the months of June, July or August without the Grantor's express written permission.
9. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
10. This Temporary Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of the private facilities and improvements constructed in the Temporary Easement Area, and such other improvements appurtenant thereto, in accordance with the grant of rights conveyed herein.
11. Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein, and to accordingly replace the corresponding corrected exhibit herein, as applicable.
12. Governing Law. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of Minnesota without giving effect to its conflicts of laws principles.
13. Entire Agreement and Amendments. This Agreement contains the entire understanding and agreement of the Parties and supersedes any prior understanding, agreements, or representation by or between the Parties, written or oral, to the extent they are related in any way to the subject matter hereof. This Agreement may not be amended except by a writing signed by all Parties hereto.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

**GRANTOR:**

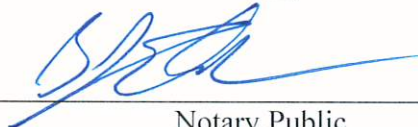
FCIF, LLC

By:   
Katie Kraemer, Its President \_\_\_\_\_ ]

STATE OF MINNESOTA) ) ss.  
COUNTY OF MARTIN )

The foregoing instrument was acknowledged before me this 5 day of December, 2023, by Katie Kraemer \_\_\_\_\_ as President \_\_\_\_\_ of FCIF LLC, a limited liability company organized under the laws of the State of \_\_\_ Minnesota, Grantor.



  
Notary Public





**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

The real property referenced in this Permanent Easement is legally described as follows:

Parcel 1:

Lots One (1), Two (2), and Three (3), all in Block Two (2) Lair Subdivision, a part of Government Lots Three (3) and Four (4), in Section Eighteen (18), of Township One Hundred Two (102) North, of Range Thirty (30) West of the Fifth Principal Meridian, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County and State.

All the lands lying between Hall Lake and Lot One (1), Block Two (2) of Lair Subdivision of a part of Government Lot 3 and 4, Section 18, Township 102, Range 30.

Lots Four (4), Five (5), and South Half of Lot Six (S½6), Block Two (2) of Lair Subdivision of a part of Government Lots 3 and 4, in Section Eighteen (18), of Township One Hundred Two (102) North, of Range Thirty (30) West of the Fifth Principal Meridian (now in the City of Fairmont) according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County and State.

AND

Parcel 2:

The East Seventy-three and one half (73 ½) feet of Lots One (1), Two (2), and Three (3), all in Block Two (2) Lair Subdivisions, a part of Government Lots Three (3) and Four (4), in Section Eighteen (18), of Township One Hundred Two (102) North of Range Thirty (30) West of the Fifth Principal Meridian, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County and State.

All that land lying between Hall Lake and Lot One (1), Block Two (2) of Lair Subdivision of a part of Government Lot 3 and 4, Section 108-102-30. All of Lots 1, 2, and 3 except the East 73 ½ feet thereof, Block 2, Lair Subdivision, Section 18-102-30.

Lots Four (4), Five (5) and the South Half of Lot Six (S½6), Block Two (2), of Lair Subdivision of a part of Government Lots 3 and 4, in Section Eighteen (18), of Township One Hundred Two (102) North of Range Thirty (30) West of the Fifth Principal Meridian (non in the City of Fairmont) according to the Plat thereof on file and of record in the office of the Register of Deeds in and for the County and State.

A tract of land in Lots 1 and 2, Block 2, LAIR SUBDIVISION, in the City of Fairmont, Martin County, Minnesota, according to the recorded plat thereof on file and of record in the Office of the County Recorder, being described as follows:

Beginning at the Southwest corner of Lot 1, Block 2, said LAIR SUBDIVISION; thence North 01 degrees 49 minutes 21 seconds East, along the west line of said Block 2, a distance of 66.43 feet; thence South 22 degrees 07 minutes 55 seconds East, a distance of 43.32 feet to a non-tangential circular curve having a radius of 528.00 feet and a center radius of which bears South 22 degrees 04 minutes 21 seconds East; thence northeasterly, along said curve, a distance of 122.32 feet through a central angle of 13 degrees 16 minutes 24 seconds to the east line of said Bloc 2; thence South 02 degrees 04 minutes 29 seconds West, not tangent to said curve, along the east line of said Block 2, a distance of 60.86 feet to the southeast corner of said Lot 1; thence North 89 degrees 30 minutes 39 seconds West, along the south line of said Lot 1, a distance of 133.50 feet to the point of beginning.

AND

A tract of land in Government Lots 3 and 4, Section 18, Township 102 North, Range 30 West, in the City of Fairmont, Martin County, Minnesota as described as follows:

Beginning at the Southwest corner of Lot 1, Block 2, LAIR SUBDIVISION according to the recorded plat thereof on file and of record in the Office of the County Recorder; thence South 89 degrees 30 minutes 39 seconds East, along the south line of said Lot 1, a distance of 133.50 feet to the Southeast corner of said Lot 1; thence South 02 degrees 04 minutes 29 seconds West, along the southerly extension of the east line of said Lot 1, a distance of 6.53 feet to a non-tangential circular curve having a radius of 462 feet and a center radius which bears South 10 degrees 22 minutes 33 seconds East; thence southwesterly, along said curve, a distance of 103.09 feet through a central angle of 12 degrees 47 minutes 06 seconds; thence South 66 degrees 50 minutes 21 seconds West, tangent to said curve a distance of 15.09 feet; thence southwesterly, a distance of 18.35 feet along a tangential curve concave to the northwest having a radius of 338.00 feet and a central angle of 03 degrees 06 minutes 36 seconds to a point on a line lying parallel with the 50.00 feet southerly (Measured at right angles) of the south line of said Lot 1; thence North 89 degrees 30 minutes 39 seconds West, not tangent to said curve and parallel with the south line of said Lot 1, a distance of 5.42 feet to a point on the southerly extension of the west line of said Lot 1; thence North 01 degrees 49 minutes 21 seconds East, along the southerly extension of the west line of said Lot 1, a distance of 50.00 feet to the point of the beginning.

## EXHIBIT B

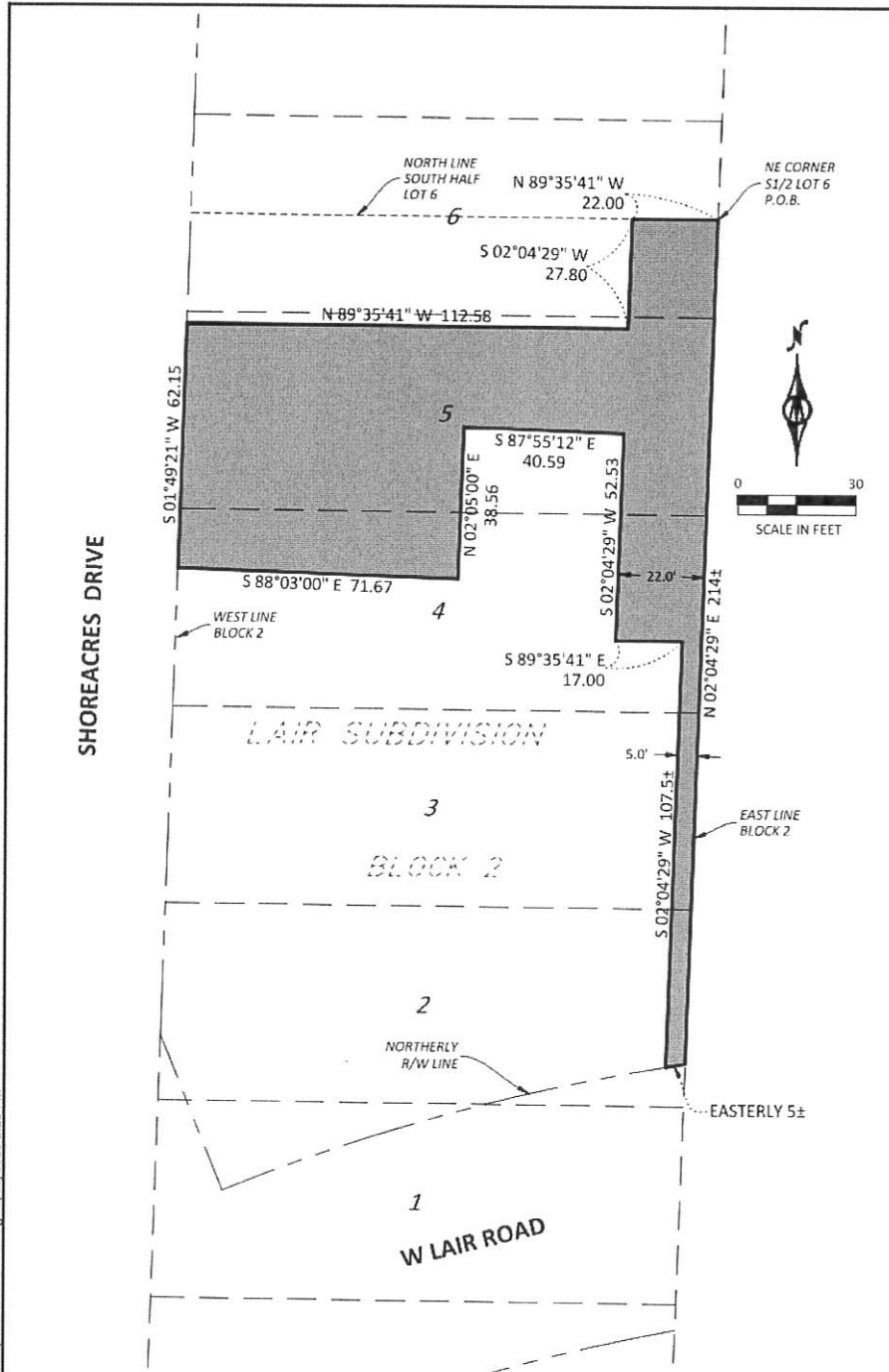
### LEGAL DESCRIPTION OF TEMPORARY EASEMENT

All that part of Lots 2, 3, 4, 5, & the south half of Lot 6, Block 2, Lair Subdivision in the City of Fairmont, Martin County, Minnesota described as follows:

Beginning at the Northeast Corner of the south half of said Lot 6; thence North 89 degrees 35 minutes 41 seconds West, (the east line of said Block 2 is assumed to bear South 02 degrees 04 minutes 29 seconds West), a distance of 22.00 feet; thence South 02 degrees 04 minutes 29 seconds West, a distance of 27.80 feet; thence North 89 degrees 35 minutes 41 seconds West, a distance of 112.58 feet to the west line of said Block 2; thence South 01 degrees 49 minutes 21 seconds West, along said west line, a distance of 62.15 feet; thence South 88 degrees 03 minutes 00 seconds East, a distance of 71.67 feet; thence North 02 degrees 05 minutes 00 seconds East, a distance of 38.56 feet; thence South 87 degrees 55 minutes 12 seconds East, a distance of 40.59 feet; thence South 02 degrees 04 minutes 29 seconds West, a distance of 52.53 feet; thence South 89 degrees 35 minutes 41 seconds East, a distance of 17.00 feet; thence South 02 degrees 04 minutes 29 seconds West, a distance of 107.5 feet, more or less, to the northerly right-of-way line of W Lair Road; thence easterly, along said northerly right-of-way line, a distance of 5 feet, more or less, to the east line of said Block 2; thence North 02 degrees 04 minutes 29 seconds East, along said East line, a distance of 214 feet, more or less, to the point of beginning.

# EXHIBIT C

## DEPICTION OF TEMPORARY EASEMENTS



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SHEET 1 OF 2

<b>EASEMENT EXHIBIT</b> CITY OF FAIRMONT	PART OF LOTS 2 - 5 AND THE S1/2 OF LOT 6 BLOCK 2, LAIR SUBDIVISION CITY OF FAIRMONT, MINNESOTA
<b>BOLTON &amp; MENK</b>	FOR: FAIRMONT, CITY OF
1501 SOUTH STATE STREET SUITE 100 FAIRMONT, MN 56031 (507) 238-4738	

FIELD BOOK:

DRAWN BY: JTR

JOB NUMBER: OF1.131455

# EXHIBIT D

## SURFACE IMPROVEMENTS EXHIBIT

