

FAIRMONT CITY COUNCIL AGENDA

Monday, July 8, 2024, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (3)
 - 5.1 Maple Street Petition (4)
6. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
 - A. **Minutes**
 - 6.A.1 Consideration to approve the City Council Minutes from the Regular Meeting on June 24, 2024 (7)
 - B. **Check Registers**
 - C. **Other**
 - 6.C.1 Consideration of an Amended Lease Agreement with STEP, Inc. for additional space at the Southern Minnesota Educational Campus (SMEC) (13)
 - 6.C.2 Consideration to Purchase Portable Radios for the Fairmont Police Department to Meet Anticipated State Encryption Standards (20)
 - 6.C.3 Consideration of the Law Enforcement Center Lease Agreement Addendum, effective January 1, 2025 (27)
 - 6.C.4 Consideration of an Event Permit for a MN Twins Baseball Clinic, Sponsored by Fairmont CER on July 28, 2024 (29)
 - 6.C.5 Consideration of an Event Permit for a Fundraiser Event Sponsored by Fairmont Opera House on August 4, 2024 (32)
 - 6.C.6 Consideration of a Temporary On-Sale Liquor License for the Fairmont Opera House on August 4, 2024 in Conjunction with their Fundraising Event (36)

7.	Public Hearings	
	7.1	Rural and Urban Service Districts (38)
8.	Old Business	
9.	New Business	
	9.1	Consideration to Approve a Permanent Public Utility Easement Agreement (44)
10.	Council Discussion	
	10.1	Consideration of a Beekeeping Ordinance (52)
	10.2	Arena/Hockey Contract (53)
	10.3	2025 Street Improvement Plan: Park Street (54)
11.	Staff/Liaison Reports	
	A.	Public Works
	B.	Finance
	C.	City Administrator
	D.	Mayor/Council
		Hasek – PUC, Board of Zoning Appeals
		Kawecki – Planning Commission, Library, BE River One Watershed One Plan
		Lubenow – Park Board, HRA
		Maynard – Airport Board, Board of Zoning Appeals, FEDA
		Miller – Visit Fairmont, CER, FEDA
		Baarts – Region 9
12.	Adjournment	



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 07/08/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 5
Reviewed by: Matt Skaret, Administrator	Item: Public Discussion/Comment		
Presented by: Betsy Steuber, City Clerk	Action Requested:		
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

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

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Matt Skaret, Administrator	Meeting Date: 7/8/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 5.1
Reviewed by:	Item: Public Comment- Petition to Make Maple Street a One-Way		
Presented by: Matt Skaret, Administrator	Action Requested: Approve making Maple Street a One-Way Street between Prairie Avenue and Albion Avenue		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Reactivate the Safety Council and refer this matter to them for review and recommendation Board/Commission/Committee Recommendation		

REFERENCE AND BACKGROUND

On June 27th a petition signed by 14 residents in the Maple Street area was delivered to City Hall requesting the Council make Maple Street a one-way street from Prairie Ave to Albion Ave. This is due to the number of families with small children that play on this street and drivers cutting through Maple St. to avoid a stop sign at Albion and State Street.

The City does have a Safety Council. However, It has not met since 2021. I recommend Council reactivate the Safety Council and refer this matter to them for review and recommendation.

As a side note, there was recently a request for a new streetlight that the Safety Council could also review and make a recommendation on. The City does not have a formal policy or rule on the placement of street lighting.

BUDGET IMPACT

Minimal- cost of changing signage. Possible reduction in State Aid Road dollars.

SUPPORTING DATA/ATTACHMENTS

Attached map of the area
Citizen petition

Steve Pierce Memorial Park



Maple Street



The Church of
Jesus Christ of Latter...

Layers



3D



Submitted by:
on June 27, 2024
Jeffrey Sauer
575-302-1838

Petition to the City of Fairmont:

We are requesting as residents of Maple Street to have our street turned into a 1-way street from Prairie Ave to Albion Ave. This is due to the number of Families and Small children that play on this street and the fact that people tend to cut through Maple to avoid stop sign at Albion and State. We understand that making this a 1 way will possibly drive traffic to Water Street, but drivers will hopefully be a little slower by the time they reach Water Street. Thank you for your consideration.

	Name	Address	Ph#
1	Lisa-Harry Stout	133 Maple St	612-597-1370
2	Nathan Penn	125 Maple St.	507-380-4938
3	Travis Fjeld	124 Maple St.	507-525-0799
4	Angelina Marro	123 Maple St	780 374 1302
5	Dwayne Gattlin	123 Maple St	305-783-9182
6	Amand - Bell	121 maple St.	507- 8848 -4782
7	Michelle Hunsenga	111 Maple St.	507-525-7206
8	SUE Bork Kruse	1127 maple St Albion Ave	(507) 835-5079
9	Jeff + Sharon Sauer	130 Maple St / 120 maple St	(575) 302-1838
10	Chris Krumholz	127 Maple	236-2883
11	Crystal Weitrod	116 maple	236-4859
12	Jina Oette	128 maple	848-5641
13	Brennan Mantall	112 Maple	515-290-5705
14	Scott Hartwig	1203 Albion Ave	507-432-0540



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 07/08/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.A.1
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Approve the Minutes from the Regular City Council Meeting held Monday, June 24, 2024		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the City Council Regular Meeting Minutes from June 24, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes: Regular Meeting, Monday, June 24, 2024

and Lubenow; and the following voted against the same: Miller;
Abstained: None; Absent: Maynard. Motion carried.

ROTATING VOTES

Please note that votes taken by roll call are called by the City Clerk on a rotating basis; however, the written minutes list the Councilmembers in alphabetical order.

**RECOGNITION/
PRESENTATIONS**

Dustin Opatz, Governmental Accounting Standards Board (GASB) Manager of BerganKDV presented the 2023 Annual Comprehensive Financial Report (ACFR). Motion was made by Councilmember Miller, seconded by Councilmember Lubenow to accept the 2023 audit and approve the distribution of the 2023 Annual Comprehensive Financial Report. All present voted in favor. Motion carried.

Economic Development Coordinator Koppen provided Council with a FEDA update. Coordinator Koppen stated over the last year through the Revolving Loan Fund (RLF), FEDA awarded \$350,000 in loans and currently has \$150,000 approved waiting to be closed. Additionally, FEDA approved over \$45,000 to ten businesses in forgivable loans through the Façade Program. FEDA closed on the sale of 4 lots in the White Tail Ridge development with Southwest Minnesota Housing Partnership.

**PUBLIC DISCUSSION/
COMMENT**

Richard Bradley, Fairmont resident, addressed the Council to “clear up some confusion of recent statements made in the council chambers” regarding the Fairmont Taxpayers Coalition and the court proceedings of the recent litigation.

Steve Tudor, Fairmont resident, requested Council’s consideration to allow honeybees in City limits (beekeeping is not specifically addressed in City Code). Mr. Tudor provided a copy of the *Model Beekeeping Ordinance* prepared by the Minnesota Hobby Beekeepers Association to be disbursed to Council following the meeting.

CONSENT AGENDA

Mayor Baarts introduced the consent agenda items as listed for consideration to be enacted by one motion unless requested that an item be removed and included under new business. Mayor Baarts reviewed the consent items, as follows:

- Minutes from the June 6, 2024 Special City Council Meeting
- Minutes from the June 10, 2024 Regular City Council Meeting
- Minutes from the July 11, 2024 City Council Workshop
- Payment of June 2024 accounts payable
- An Event Permit for Community Worship at Sylvania Park Bandshell by First Congregation UCC & St. Johns UCC on Sunday, July 14, 2024

- An Event Permit for a Disc Golf Event at Cedar Creek Park sponsored by Wecovery/Beyond Brink/Y.E.S. on August 25, 2024
- An Event Event Permit for a Disc Golf Event at Cedar Creek Park sponsored by Wecovery/Beyond Brink/Healing Hearts on September 14, 2024
- An Event Permit for Cardinal Power Softball to host a Tournament on July 6 & 7, 2024 at Cardinal Park and Winnebago Avenue Sports Complex
- Acceptance of Determan’s Resignation and Authorization of Staff to advertise for a Part-Time Building Inspector
- Information on the 2023 State Demographer Population Estimates
- A License Application for Sale of Edible Products infused with THC for Kwik Trip Inc., of Fairmont
- An Event Permit for Downtown G-PAC to host Crazy Days in Downtown Fairmont from Thursday, July 18 to Saturday, July 20, 2024

Councilmember Kawecky mentioned the unmatching numbers on the population signage at the entrances to Fairmont. Administrator Skaret will contact MnDOT to have uniformity amongst the population signage. Motion was made by Councilmember Miller, seconded by Councilmember Hasek to approve the consent agenda. All present voted in favor. Motion carried.

OLD BUSINESS
ROLL CALL
Item 8.1

Hannah Neusch, Water Resources Technician, provided a brief overview of the materials covered, and discussion held during the June 11, 2024 workshop on restoration of city owned farmland and the potential changes to farmland lease agreements. Motion was made by Councilmember Miller, seconded by Councilmember Hasek to approve changes to the City owned ag land lease agreements following the 2024 crop year, full restoration of the Cedar Creek Farm to native prairie habitat (approximately 85 acres), installation of native prairie strips on the east side of the Day Farm (approximately 2 acres), incorporating the use of cover crops and reduced tillage into the City of Fairmont agricultural lease agreements (totaling 480 acres less the Cedar Creek Farm prairie restoration acres and the Day Farm native prairie strips acres) and the reduction of mowing at Cedar Creek Park and the Day Farm as directed by Public Works Director York; the following voted in favor thereof: Hasek, Kawecky, and Miller; and the following voted against the same: Lubenow; Abstained: None; Absent: Maynard. Motion carried.

**NEW BUSINESS
ROLL CALL**

Public Works/Utilities Director York stated Bolton & Menk notified the City of an amendment to the Gomsrud Park Project Task Order #1 due to scope modifications being made. Director York indicated the amendment has been reviewed and is seeking Council approval. Motion was made by Councilmember Miller, seconded by Councilmember Hasek to approve Amendment #1 to Task Order #1 (2023) between the City of Fairmont and Bolton & Menk for Design Services for the Gomsrud Park Phase #1; the following voted in favor thereof: Hasek, Lubenow, and Miller; and the following voted against the same: Kawecki; Abstained: None; Absent: Maynard. Motion carried.

**MOTION
Item 9.2**

Public Works/Utilities Director York stated the City has been working with Bolton & Menk on the Lake Avenue Project since 2023. With prior Council approval, Bolton & Menk created and submitted preliminary project plans to the State, resulting in \$1.5 million being awarded, to the City, thru the Local Road Improvement Program(LRIP). Since the design was based on preliminary plans by Bolton & Menk, Staff recommends continuing with Bolton & Menk for the design and bidding services. Motion was made by Councilmember Miller, seconded by Councilmember Lubenow to approve Task Order #4 (Bolton & Menk) for the Lake Avenue Local Road Improvement Program Design and Bidding Services. All present voted in favor. Motion carried.

**ROLL CALL
Item 9.3**

Motion was made by Councilmember Lubenow, seconded by Councilmember Miller to approve the Community Development Director position job description and authorize advertising for the position; the following voted in favor thereof: Kawecki, Lubenow, and Miller; and the following voted against the same: Hasek; Abstained: None; Absent: Maynard. Motion carried.

**MOTION
Item 9.4**

Motion was made by Councilmember Miller, seconded by Councilmember Lubenow to approve change order #1 – Airport Lift Station with Beemer Companies for \$15,000. All present voted in favor. Motion carried.

ANNOUNCEMENTS

No announcements were made.

**STAFF/LIAISON
REPORTS**

Director York provided Council with a Flood/Storm Update. Since Friday afternoon, staff spent over 150 hours working on high water and storm activities. Director York stated between Friday and Sunday, 30.6 million gallons went through the Wastewater Treatment Facility and as a reference, 36.79 million gallons went through the Facility during the entire month of February. Various systems were bypassed, as allowable by law, based on current conditions to ensure we would not lose the Facility during that time. Councilor Kawecki posed questions on the dam

and dam operations during the time of extreme rainfall, which led to Councilor Hasek questioning the structural integrity of the dam. Director York will examine further.

Administrator Skaret proposed holding a goal setting workshop with Council on July 30, 2024.

Councilmember Kawecky thanked Fairmont citizens for completing the on-line survey for 1 Watershed 1 Plan and for those that attended the Fairmont Lions Fly-In Breakfast.

Councilmember Lubenow reported the Park Board met and held discussion on the CIP for 2025 and the city owned ag land that may be taken out of production.

Councilmember Miller reported that Visit Fairmont recently purchased signs to be placed around town showcasing our lakes and that interest and enrollment continues to be high with the various CER programs and offerings.

Mayor Baarts attended the Region 9 meeting, with the next meeting to be held in October. As Gomsurd restrooms are currently closed due to vandalism, Mayor Baarts reminded citizens to be respectful of City properties. Mayor Baarts provided an overview on upcoming local happenings.

Councilmember Lubenow asked everyone to act responsibly and safely in and around the water, especially with the high levels we are currently experiencing.

ADJOURNMENT

Motion was made by Councilmember Miller, seconded by Councilmember Hasek, to adjourn the meeting, as there was no further business to come before the Council. All present voted in favor. Motion carried. The Fairmont City Council adjourned at 7:17 p.m.

ATTEST:

Lee C. Baarts, Mayor

Betsy Steuber, City Clerk



STAFF MEMO

Prepared by: Matt Skaret, Administrator	Meeting Date: 07/08/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.1
Reviewed by:	Item: Consideration to Approve an Amended Lease Agreement with STEP, Inc.		
Presented by: Matt Skaret, Administrator	Action Requested: Motion to Approve the Amended Lease Agreement with STEP, Inc. for Usage at the Southern Minnesota Educational Campus (SMEC) Building		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

STEP has been leasing several rooms in the SMEC Building (115 S. Park Street, Fairmont) for several years. They currently have a lease agreement for the Office Suite (Room 105). STEP recently requested to expand over to another classroom (Room 213) starting July 1st. I did find a lease agreement for Room 105, but none of the other classrooms they rent for \$500/month were listed. I have updated the lease agreement to include the rooms they currently rent, including the addition of Room 213.

BUDGET IMPACT

We will be receiving as additional \$500/month in rental income.

SUPPORTING DATA/ATTACHMENTS

Amended Lease Agreement

AMENDED LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and between the City of Fairmont hereinafter referred to as LESSOR, and STEP Inc. hereinafter referred to as LESSEE.

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

1. LEASED PREMISES
LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Fairmont, County of Martin, Minnesota, to-wit: **Room 105** (Total approximate space is **1501 square feet** of the Southern Minnesota Education Campus (SMEC) located at 115 S. Park Street. The LESSEE also accepts the lease of Rooms 203, 205, 213, 215, and 217
2. USE
LESSEE shall have exclusive use of space and shall occupy and use the Leased Premises as office and program space consistent with the LESSEE's mission.
3. TERM
The term of this Lease Agreement is three (3) years, commencing on November 1, 2022 and continuing through October 31, 2025.
4. PAYMENT OF RENT
 - 4.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement LESSEE agrees to pay to LESSOR the sum of \$22,289.85 per year (\$1857.49 monthly), with a 2% increase effective November 1, 2023 and each November thereafter. The rent for rooms 203, 205, 213, 215 and 217 shall be \$500 per month for each room
 - 4.2 . Rent payments should be made in twelve (12) equal installments starting in November payable by the 25th of each month.
 - 4.3 LESSOR represents and warrants that **it** is solely entitled to all rents payable under the terms of this Lease Agreement.
5. OPTION TO RENEW
This agreement may be renewed on an annual basis following the initial term of the lease. Notice of intent to renew should be provided 60 days prior to the expiration of the lease term. Rental rates will be set with each renewal period.
6. TERMINATION
 - 6.1 This Lease Agreement may be terminated by either party upon giving ninety (90) days written notice.
 - 6.2 LESSEE covenants that at the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good

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

7. DUTIES OF LESSOR

LESSOR shall, at its expense, provide the following:

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

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

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

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

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

7.6 Restrooms: LESSOR shall provide the Leased Premises with separate restroom facilities for both men and women. Restrooms will be public and not part of the LESSEE space.

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

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

7.11 Delivery of Leased Premises: LESSOR covenants that it will deliver the Leased Premises to LESSEE in a clean and sanitary condition with all

services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.

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

8. DUTIES OF LESSEE

- 8.1 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement. LESSOR shall also have the right to rent all other general classroom space as necessary.
- 8.2 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.
- 8.3 LESSEE shall not assign, sublet, or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR.
- 8.4 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings, at the termination of this lease shall remain the property of LESSOR and shall remain upon and be

surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear and floor covering affixed to the floor shall likewise become the property of LESSOR.

8.5 LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

8.6 Smoking: Pursuant to Minnesota Statute 16B.24, subd. 9 (1993), occupants of the Leased Premises shall not smoke nor permit smoking in the Leased Premises or on the property.

9. USABLE SPACE MEASUREMENTS

This lease covers the use of Room 105. Total approximate space is 1501 square feet. LESSEE may use conference room 112 when available and on a temporary basis.

10. DESTRUCTION OF PREMISES

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

11. INSURANCE

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

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

12. BUILDING ACCESS
LESSOR shall provide for access to the Leased Premises between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. Additional hours of access may be coordinated with LESSOR.
13. PARKING
LESSOR shall provide general use parking either on site or off site at no charge for the use of LESSEE, its invitees, licensees and guests. It is understood by LESSOR and LESSEE that there is no additional rental charge for parking provided in this Lease Agreement.
14. TELECOMMUNICATIONS
LESSEE shall provide for and contract for all telephone and internet services through a private provider.
15. NOTICES
All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Matt Skaret, City Administrator
100 Downtown Plaza
Fairmont, MN 56031

LESSEE: STEP Inc.
5 Downtown Plaza
Fairmont, MN 56031

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

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

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

APPROVED:

Lessor: City of Fairmont

By: _____
Title: Mayor

Date: _____

Lessee: STEP Inc

By: Dominique Bess (STEP Inc Vice President of Operations)
Title:

Date: 7-1-2021



STAFF MEMO

Prepared by: Michael Hunter, Police Chief	Meeting Date: 07/08/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.2
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Purchase 13 Portable Radios to Complete Portable Radio Rotation for the Fairmont Police Department to Meet the Anticipated State Encryption Standards		
Presented by: Michael Hunter, Police Chief	Action Requested: Motion to Approve Purchase Order # 15144 for the Purchase of 13 replacement Portable Radios for the Police Department off the Current Stat Bid		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

Approved four portable radios in 2024 CIP for police department.

Approved four portable radios in 2023 CIP for police department.

REFERENCE AND BACKGROUND

Current police department Motorola XTS 2500 portable radios were purchased in December 2010. Motorola will not service this model anymore. We set a rotation plan of four radios per year and need to move up that rotation due to age of current radios. The State of Minnesota plans to require encryption standards in the near future on public safety radios that transmit CJIS information. Completing the portable radio upgrade and squad car radio upgrades were items targeted for the \$455,839 in State Public Safety Grant funds Fairmont received on December 26, 2023. The entire amount of those funds was then designated towards the purchase of a firetruck for the Fire Department. The police department has been under budget by approximately \$200,000 each of the last two years due to staffing. There are currently some good prospects in the background phase of the hiring process but the department is currently down three full time police officer positions. As a result, we again anticipate being under budget due to staffing in 2024. We recommend using those funds, currently, to obtain the necessary equipment for the department. Order window has been at least six months to receive items once ordered.

BUDGET IMPACT

\$70,145.66 per State Bid.

Funds are anticipated to be available from personnel line item in 2024 due to current staffing.

SUPPORTING DATA/ATTACHMENTS

Purchase Order #15144

State Bid Quote 2686327 from Motorola Solutions.



FAIRMONT POLICE DEPARTMENT

APX6000- Qty 13

06/19/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

06/19/2024

FAIRMONT POLICE DEPARTMENT
201 LK AVE STE 199
FAIRMONT, MN 56031

RE: Motorola Quote for APX6000- Qty 13

Dear Eric Tonder,

Motorola Solutions is pleased to present FAIRMONT POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide FAIRMONT POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Donnie Rooney at donnier@alpha-wireless.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Donnie Rooney

Motorola Solutions Manufacturer's Representative

Billing Address:
 FAIRMONT POLICE
 DEPARTMENT
 201 LK AVE STE 199
 FAIRMONT, MN 56031
 US

Quote Date:06/19/2024
 Expiration Date:08/18/2024
 Quote Created By:
 Donnie Rooney
 donnier@alpha-wireless.com
 End Customer:
 FAIRMONT POLICE DEPARTMENT
 Eric Tonder
 etonder@fairmont.org
 5072384481
 Contract: 20927 - MN DOT 209493

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	13	\$3,595.00	\$2,588.40	\$33,649.20
1a	H869BZ	ENH: MULTIKEY	13	\$363.00	\$261.36	\$3,397.68
1b	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	13	\$0.00	\$0.00	\$0.00
1c	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	13	\$115.50	\$79.20	\$1,029.60
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	13	\$330.00	\$237.60	\$3,088.80
1e	H38BT	ADD: SMARTZONE OPERATION	13	\$1,320.00	\$950.40	\$12,355.20
1f	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	13	\$879.00	\$632.88	\$8,227.44
1g	QA09113AB	ADD: BASELINE RELEASE SW	13	\$0.00	\$0.00	\$0.00
1h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	13	\$567.00	\$408.24	\$5,307.12
1i	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	13	\$26.00	\$18.72	\$243.36
2	PMMN4062AL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES RSM,	13	\$127.12	\$84.74	\$1,101.62



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
		NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54				
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	13	\$186.50	\$134.28	\$1,745.64
Grand Total					\$70,145.66(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 07/08/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.3
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Approve the Law Enforcement Center Lease Agreement Addendum		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the 2025 Addendum to Section 1 of the City/Council Law Enforcement Center Lease Agreement		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

The Fairmont Police Department has been long time tenants of the Law Enforcement Center, with the Martin County Sheriff’s Department. The joint arrangement has been beneficial for both the City and County. Martin County recently provided notice of increasing the annual lease amount from \$59,038.65 to \$60,804.53 (\$4,919.88/month to \$5,067.04/month), effective January 1, 2025.

BUDGET IMPACT

The new lease amount is being budgeted for in the 2025 budget.

SUPPORTING DATA/ATTACHMENTS

2025 Proposed Addendum to Section 1 of the City/Council Law Enforcement Center Lease Agreement

**2025 ADDENDUM TO SECTION 1 OF THE CITY/COUNTY
LAW ENFORCEMENT CENTER LEASE AGREEMENT**

This addendum to the Lease Agreement between Martin County and the City of Fairmont provides for the change in Section 1 of the Lease Agreement of January 13, 2003. This addendum is effective January 1, 2025.

This increase is due to increased building maintenance costs.

1. The Lessee shall pay for its share of the costs of operation as listed in Section 1, in an amount equal to the following:
 - The square footage of floor space devoted to law enforcement will be utilized by the City and County respectively in a proportion of 35% for the City and 65% for the County, as per estimates prepared by the Martin County Auditor/Treasurer.
 - Total annual rent of **\$60,804.53** is payable in monthly installments of **\$5,067.04** on the first day of each month.

This addendum and the lease agreement between Martin County and the City of Fairmont shall remain in full effect until otherwise mutually modified or terminated by the parties.

LESSOR
COUNTY OF MARTIN

LESSEES
CITY OF FAIRMONT

BY: Kathy Smith
Kathy Smith, Board Chair

BY: _____
Mayor Lee Baarts

DATE: 06/18/2024

DATE: _____



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 07/08/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.4
Reviewed by: Matt Skaret, Administrator	Item: Consideration of an Event Permit for a MN Twins Baseball Clinic sponsored by Fairmont CER at Winnebago Avenue Spots Complex on July 28, 2024 from 10 am – 12 pm		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve an Event Permit for a MN Twins Baseball Clinic sponsored by Fairmont CER at Winnebago Avenue Spots Complex on July 28, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

Fairmont Community Education and Recreation (CER) submitted an event permit to host a MN Twins Baseball Clinic on July 28, 2024 from 10 am – 12 pm (Noon) at Winnebago Avenue Sports Complex.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Permit



EVENT APPLICATION/PERMIT

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

Date: 6-26-24

Permit Fee: \$15.00

Event: MN Twins Baseball Clinic

Sponsoring entity: Fairmont Community Education and Recreation

Address: 115 South Park St, Ste 131

Maximum estimated number of persons expected to attend at any one time: 300 (capped @ 150/part.)

Event coordinator(s): Fairmont Community Education & Recreation

Contact Info: 507-235-3141 Phone #

Sbusiahn@fairmont.k12.mn.us E-mail

Primary contacts (during event):

Name: Stephanie Busiahn

Cell#: 320-894-8744

E-mail: Sbusiahn@fairmont.k12.mn.us

mn.us

Name: Kris Seifert

Cell#: 507-235-6887

E-mail: Kseifert@fairmont.k12.mn.us

Event Start: Day/Date Sunday, July 28 Time: 10:00 am

Event End: Day/Date Sunday, July 28 Time: 12:00 pm

Setup: Day/Date Sunday, July 28 Start time: 8:00 am End Time: 9:45 am

Teardown: Day/Date Sunday, July 28 Start time: 12:00 pm End Time: 1:00 pm

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

Twins Community Fund Youth Clinic - Designed to teach fundamentals including hitting, throwing, and fielding in a fun and encouraging atmosphere. The clinic provides instruction for boys and girls ages 6-12. This event is free of charge for participants.

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

Winnebago Ave Sports Complex (WASC)

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

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

Signature *[Signature]* Title Director Date 6-26-24

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

Office Use Only			
\$15.00 Fee Paid <input checked="" type="checkbox"/>	Date: <u>6/27/24</u>	Received by: <u>B8</u> <u>ck#2117</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; ___ No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

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



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 07/08/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.5
Reviewed by: Matt Skaret, Administrator	Item: Consideration of an Event Permit for the Fairmont Opera House to host a “Mick Sterling: Billy Joel Tribute” Fundraiser on Sunday, August 4, 2024 from 1 pm – 6 pm		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve an Event Permit for the Fairmont Opera House to Host a “Mick Sterling: Billy Joel Tribute” Fundraiser on Sunday, August 4, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

Fairmont Opera House has made application for an Event Permit to hold a fundraiser featuring “Mick Sterling: Billy Joel Tribute” on Sunday, August 4, 2024 from approximately 1 pm – 6 pm at/around the Fairmont Opera House (45 Downtown Plaza, Fairmont).

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Permit



EVENT APPLICATION/PERMIT

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

Date: August 4th, 2024 Permit Fee: \$15.00

Event: Fairmont Opera House Fundraiser - Mick Sterling Billy Joel" Tribute

Sponsoring entity: Fairmont Opera House

Address: 45 Downtown Plaza, Fairmont, MN 56031

Maximum estimated number of persons expected to attend at any one time: 300

Event coordinator(s): Blake Potthoff, Katelyn Langwith
Contact Info: 507-848-1013 Phone #
info@fairmontoperahouse.org E-mail

Primary contacts (during event):

Name: Blake Potthoff
Cell#: 507-848-1013
E-mail: blake@fairmontoperahouse.org

Name Katelyn Langwith
Cell# 574-303-2581
E-mail: katelyn@fairmontoperahouse.org

Event Start:	Day/Date	<u>Sunday, August 4th</u>	Time:	<u>1 PM</u>
Event End:	Day/Date	<u>Sunday, August 4th</u>	Time:	<u>6 PM</u>
Setup:	Day/Date	<u>Sunday, August 4th</u>	Start time:	<u>8 AM</u>
			End Time:	<u>12 PM</u>
Teardown:	Day/Date	<u>Sunday, August 4th</u>	Start time:	<u>6 PM</u>
			End Time:	<u>9 PM</u>

1. Type and description of the event and a list of all activities to take place at the event.
Fundraiser concert at the Fairmont Opera House. Mick Sterling to perform, silent and live auction to take place, tours of the facility to take place, food truck(s) available, kids activities, roped off location to serve alcohol.
2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.

Attached

3. Will outside drinking water or waste collection systems be supplied? Yes; No
If yes, supply public health plans, including the number of toilet facilities that will be available.
Two porta-potties to be placed near the Fairmont Opera House. Indoor facilities unavailable due to construction.
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? Yes; No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): Yes; No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: 15 piece band to perform for the majority of the event.
Announcements made via microphone as necessary. _____
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? Yes; No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service? Yes; No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

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

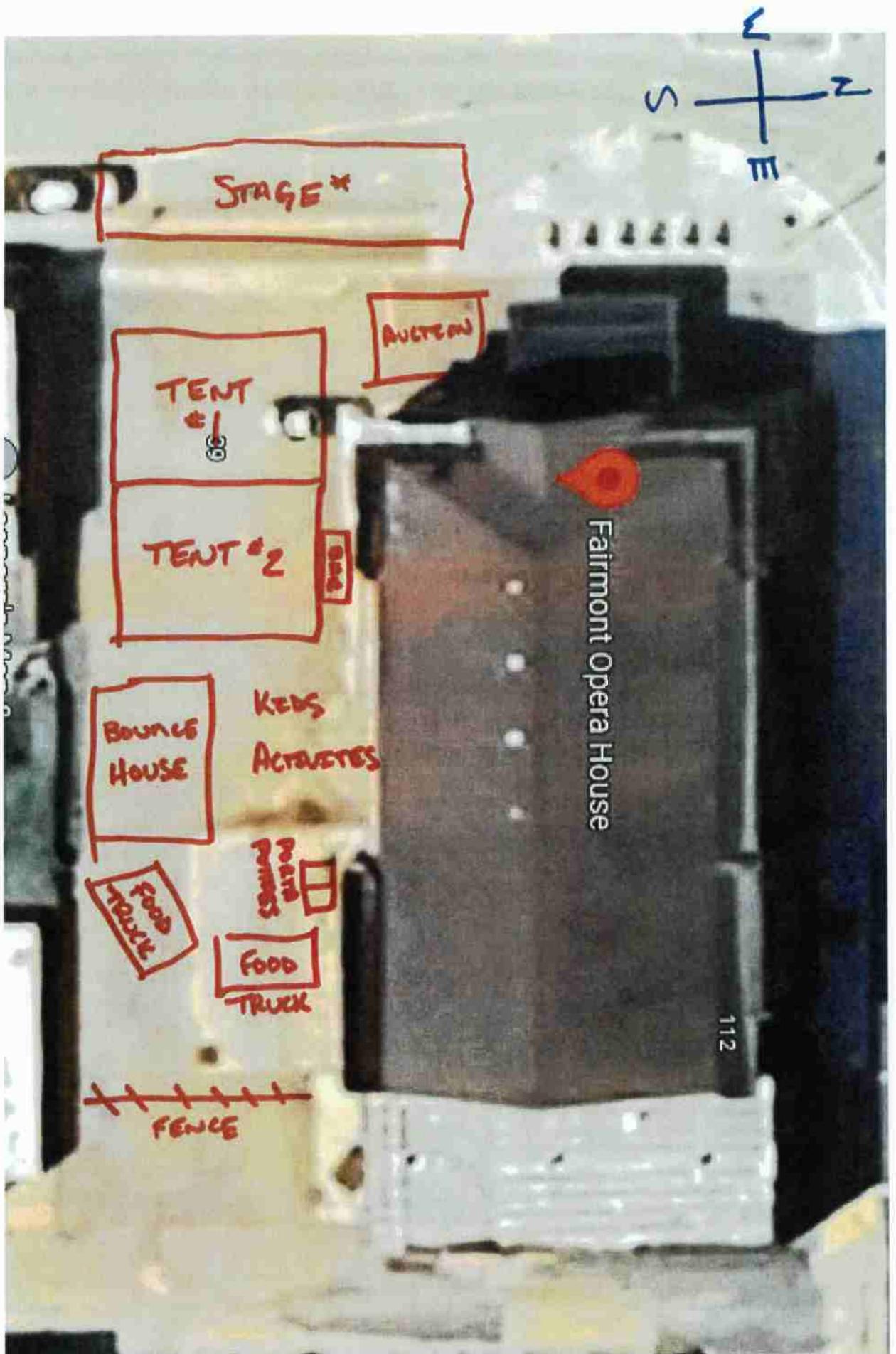
Signature Blake Potthoff Title Executive Director Date 6/26/2024

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

Office Use Only			
\$15.00 Fee Paid <input checked="" type="checkbox"/>	Date: <u>7/2/24</u>	Received by: <u>B8</u>	<u>ck#5249</u>
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

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

*TWO PARKING SPOTS BLOCKED OFF





STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 07/08/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.6
Reviewed by: Matt Skaret, Administrator	Item: Consideration of a Temporary On-Sale Liquor License for the Fairmont Opera House on Sunday, August 4, 2024 in conjunction with their fundraising event		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve a Temporary On-Sale Liquor License for the Fairmont Opera House on Sunday, August 4, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

Fairmont Opera House has made application for a temporary on-sale liquor license for a fundraising event (“Mick Sterling: Billy Joel Tribute”) on Sunday, August 4, 2024 at/around the Fairmont Opera House (45 Downtown Plaza, Fairmont).

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Application for a Temporary On-Sale Liquor License



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

Name of organization	Date of organization	Tax exempt number	
Fairmont Opera House, Inc.	1/1/1981	41-1408912	
Organization Address (No PO Boxes)	City	State	Zip Code
45 Downtown Plaza	Fairmont	MN	56031
Name of person making application	Business phone	Home phone	
Blake Potthoff	507-238-4900	507-848-1013	
Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer	
August 4th, 2024	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Blake Potthoff	Fairmont	MN	56031
Organization officer's name	City	State	Zip Code
Robert Luedtke	Fairmont	MN	56031
Organization officer's name	City	State	Zip Code
Samantha Werre	Fairmont	MN	56031

Location where permit will be used. If an outdoor area, describe.

Lot to the South of the Fairmont Opera House, owned by Fairmont Opera House, Inc. Outdoor gravel lot, will be covered by tents and roped off for alcohol sales.

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

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

West Bend Insurance - \$1,000,000

APPROVAL

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

City of Fairmont

City or County approving the license	Date Approved
\$50.00	August 4, 2024
Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	bsteuber@fairmont.org
10,487	City or County E-mail Address
Current population of city	
Betsy Steuber, City Clerk	

Signature City Clerk or County Official

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 07/08/2024	<input type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Public Hearing	Agenda Item # 7.1
Reviewed by: Matt Skaret, Administrator	Item: Public Hearing for Proposed Ordinance 2024-01: Rural and Urban Service Districts		
Presented by: Betsy Steuber, City Clerk	Action Requested:		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

Based on my findings, there was prior communications with Smith, Tollefson, Rahrick & Cass (later shared with Flaherty & Hood) regarding rural/urban criteria with potential council discussion held on this topic; however, it appears no changes/actions were made/listed with regards to specific requirements for classifying parcels as rural vs. urban. Under the ordinance, the ratio of benefits within the Rural Service District compared to the land within the Urban Service District remains at 20%.

The City is required to send its Rural and Urban Service District Ordinance annually to the Martin County Auditor/Treasurer by August 1, with changes to be effective for the next payable year. Therefore, a list of parcels was received from the Martin County Auditor’s office and used to update the prior year’s listing/Ordinance 2023-02. Changes are indicated in proposed Ordinance 2024-01, striking out outdated information and underlining new information.

Please note: Rural and Urban Service Districts are taxed at a different rate based on the services generated by the parcels in each district. The idea is that land of a rural nature without access to the full array of city services generally associated with an urban setting are taxed at a lower rate.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Proposed Ordinance 2024-01

ORDINANCE 2024-01

AN ORDINANCE AMENDING ORDINANCE 2023-02 ESTABLISHING A RURAL AND URBAN SERVICE DISTRICT WITHIN THE MUNICIPAL LIMITS OF THE CITY OF FAIRMONT

WHEREAS, the Martin County Treasurer/Auditor has been maintaining a tax roll of properties in the City of Fairmont, consisting of two separate taxing districts one classified as Rural Service District and the other classified as Urban Service District; and,

WHEREAS, these properties are taxed at different rates due to the different demands on municipal services generated by the parcels in each type of district; and

WHEREAS, it has been determined that there have been some acreage changes and ownership changes; and,

WHEREAS, the properties need to be reclassified so that they may be properly taxed as either Rural Service District or Urban Service District; and,

WHEREAS, the properties struck from the Rural Service District list shall be reclassified as Urban Service District and the properties added to the Rural Service District list shall be reclassified from Urban Service District to Rural Service District; and,

WHEREAS, it is in the best interest of the City of Fairmont to periodically review the Rural Service District and the Urban Service District for taxing purposes to ensure that properties are properly designated as Rural Service District parcels and Urban Service District parcels.

NOW THEREFORE the City of Fairmont does ordain that Ordinance 2023-02 shall be amended as follows (strikeouts indicate changes and underlines indicate additions):

Section 1. Purpose. Pursuant to Minnesota Statute 272.67, the City of Fairmont hereby divides the area within the City of Fairmont’s municipal limits into an Urban Service District and a Rural Service District creating separate taxing districts for the purpose of levying municipal property taxes except those levied for the payment of principal and interest on bonds and judgments.

Section 2. Definitions.

Rural Service District. The parcels of land that in the judgment of the City Council, are rural in character because they are unplatted and not developed for commercial, industrial, or urban residential purposes and are not benefitted to the same degree as other lands by municipal services financed by general taxation. These lands need not be contiguous to one another.

Urban Service District. All the parcels of land within the boundaries of the City of Fairmont that are not included in the Rural Service District.

Benefit Ratio. The ratio, that in the judgment of the City Council, exists between the benefits to parcels of land of like market value, situated in the Rural Service District and in the Urban Service District, resulting from tax supported municipal services.

Section 3. Rural Service District Established. The City Council hereby establishes the Rural Service District as those parcels of land that meet the definition of the Rural Service District defined in this ordinance and consisting of the following parcels of land:

<u>Tax Identification Number</u>	<u>Acreeage</u>	<u>Name of Owner</u>
239990415		Federated Rural Electric Assn
230370010	159.68	Stoneback, Kevin
230370030	28	Fairmont Foods, Inc.
230370040	15.56	Thomas L. Houck Rev Trst Agmt & Teresa A. Houck Rev Trst Agmt
230370050	47.45	Fairmont Foods, Inc.
230370080	15.36	Zierke Real Estate, LLC.
230370085	40.32	FTF Partnership
230370090	73.07	Fairmont Foods, Inc.
230370100	157.02	Fairmont Foods, Inc.
230370120	15.48	Thate, John W. & Jane M.
230370130	7.29	City of Fairmont
230370145	24	Fairmont Cemetery Assoc.
230370150	92.84	Carlson Walters Group, LLC.
230370155	17.72	Miller, Randy
230370180	79.6	Miller, Randy
230370185	11.87	Miller, Randy
230370188	11.86	Miller, Randy
230370200	6.31	Cartwright, David
230370230	146.62	Spencer, Jacqueline K.
230370250	10.25	Buhmann, Brent
230370270	73.52	DFP Limited Partnership
230370280	31.54	Leiding, Terrance & Leiding, Thad
230370290	11.84	Thate, John W. & Jane M.
230370320	75	City of Fairmont
230370340	51.15	Dale and Debra Moeller Trust
230370360	62.98	Maschoff, Marlo
230370365	31.49	Crowley, Francis
230370370	31.49	Lenort, Robert G. & Susan K.
230370380	34.6	Three Sheep to the Wind LLC. & Janette Fickbohm Rev Liv Trust
230370390	79.5	Crowley, Francis W.
230370400	43.33	Lenort, Robert G. & Susan K.
230370410	387.81	A L & C E Ward Inc.

230370420	40	Minnesota Mining & Manufacturing
230370450	56.69	Marjorie L. Pfiffner Resid Trust
230370455	7.51	Davison, Benjamin
230370460	153.48	Lowell Spee (LE) Etal
230370470	69.18	A L & C E Ward Inc.
230370490	243.02	City of Fairmont
230370500	66.05	Marjorie L. Pfiffner Resid Tst
230370510	77.22	Heminover, James L.
230370520	230.07	Tenhassen Farms, Inc.
230370590	10.12	Fairmont Comm Hosp Assn
230370650	39.96	Reiman, Kenneth O.
230370660	40	Fern F. Bulfer Trust Agreement
230370670	159.29	Fern F. Bulfer Trust Agreement
230370680	4.02	Bulfer Farms, LLC
230370690	1.29	Bulfer, James G. & Carol A.
230370700	1	Bulfer, William J.
230370710	80	Bents, Kenneth C. & Ruby L.
230370720	19.26	Bulfer, Patrick J. & Joyce A.
230370723	5.48	Bulfer, Patrick J. & Joyce A.
230370725	5	Bulfer, Patrick J & Joyce A
230370727	134.84	Gerhardt, Dick
230370730	104.73	Barker, Kent & Barker, Stephen
230370732	5,581 sq ft	City of Fairmont
230370770	80	City of Fairmont
230370780	84.91	Gerhardt, Dick
230370781	5	Lucas D. Jeno Jeno, Lucas & Jeno, Jennifer
230370782	5	Gerhardt, Dick
230370785	5.69	Gerhardt, Dick
230370788	5.0	Schmidt, Adam L. & Jessica L.
230370790	7.62	Bettin, Joanne E. Revoc Liv Trust
230370800	5.38	Cowell, Joshua & Cowell, Kelly
230370810	5	Joanne E. Bettin Revoc Liv Trust
230370820	5	Joanne E. Bettin Revoc Liv Trust
230370830	44.69	Gerhardt, Dick
230370835	18.13	Gerhardt, Dick
230370840	82.14	Barker, Stephen & Kent
230370880	35.99	Karen Fisher Luedtke, Lael M.
230370882	21.7	City of Fairmont
230370885	40.06	Scott, Kenneth E. EtAL
230370887	14.9	City of Fairmont
230370890	14.67	Krueger Realty, Inc.
230370895	5.13	City of Fairmont
230370900	80 63.13	Fisher, Karen Luedtke, Robert W.
230370910	14 29.43	Fisher, Karen Luedtke, Lael M.
230370925	7.27	Janzen, Jon R. & La Nette M.
230370930	64.11	Poetter, John M & Sylvia Poetter, Sylvia

230370950	59.53	Scheff, Lylas J. LE EtAL
230370960	13.5	Scheff, Leonard & Lylas EtAL LE
230370965	5.6	Thate, Andrew Scott
230370970	80	Trust Agreement of Robert D. Neusch UAD 5-10-2 Trust Agmt of Robert D. Neusch UAD 5-10-2 & Trust Agmt of Diane K Neusch UAD 5-10-20
230370980	3.02	Poetter, John M. & Sylvia Poetter, Sylvia
230370990	38.43	Poetter, John M. & Sylvia Poetter, Sylvia
230370995	36.1	Poetter, Jeffrey J. & Denise C.
230371000	12.71	Poetter, John M. & Sylvia
230371005	23.3	Poetter, Jeffrey J. & Denise C.
230371010	48.55	Poetter, John M. & Sylvia John M. Poetter Trust Under Agreement
230371015	30.83	Poetter, Jeffrey J. & Denise C.
230371020	39.74	Poetter, John M. & Sylvia Poetter, Sylvia
230371025	39.77	Poetter, Jeffrey J. & Denise C.
230371060	85.11	Maria C. Langford Trust & Amy M. Bacon Trust
<u>230371070</u>	<u>70.85</u>	<u>Barker, Stephen & Kent</u>
230371100	42	Krahmer, Inc.
230371120	42	Wendt, Elmer B & Lois L. Rev Tr
230371310	5.10	Grupe of Fairmont, Inc.
230371320	36.82	City of Fairmont
230371330	5.83	Gerhardt, Dick
230390035	18.95	Weigh-Tronix Acquisition Corp
230390040	36.77	Lucille Fausch
230390080	42.15 27.69	Fairmont Growth Oppty Co
230390085	19.09	City of Fairmont
230392300	13.09	Thate, John W. & Jane M.
230392315	4.13	Embry, Heather D. & Jason G.
230392330	37.61	Fraser Stock Farm, LLC Fairmont Economic Develop Auth
230392345	3.58	Spencer, Blossom M. & James B. Irrev Trusts
230392347	0.98	Spencer, Blossom M. & James B. Irrev Trusts
232110750	23.3	Lakeview Methodist Health Care Foundation
233490010	1.13	A L & C E Ward Inc.
233490020	2.5	Tenhassen Farms, Inc.
<u>233540010</u>	<u>12.16</u>	<u>Midwest Shop Condos LLC</u>
<u>233540020</u>	<u>1.18</u>	<u>Fairmont Growth Oppty Co</u>

Section 4. Urban Service District Established. The City Council hereby establishes the Urban Service District as those parcels of land that do not meet the definition of the Rural Service District as defined in this ordinance.

Section 5. Parcels Added or Removed. By amendment of this ordinance, parcels of land may be added or removed from the Rural Service District.

Section 6. Benefit Ratio Established. It is the judgment of the City Council that the ratio of benefits within the Rural Service District compared to the land within the Urban Service District shall be 20%.

Section 7. Benefit Ratio Change. By amendment of the ordinance, the benefit ratio may be changed by the City Council.

Section 8. Effective Date. This ordinance becomes effective after its passage and publication.

PASSED, APPROVED AND ADOPTED, this 22nd day of July 2024.

Lee C. Baarts, Mayor

Attest:

Betsy Steuber, City Clerk

1st Reading: July 8, 2024

2nd Reading: July 22, 2024



STAFF MEMO

Prepared by: Matthew R. York, Public Works and Utilities Director	Meeting Date: 07/08/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.1
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Approve a Permanent Public Utility Easement with Property Owners of 850 Albion Avenue, Fairmont		
Presented by: Matthew R. York, Public Works and Utilities Director	Action Requested: Motion to Approve a Permanent Public Easement affecting a portion of 850 Albion Avenue, Fairmont		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

May 13, 2024 – Awarded Contract with Mensing Construction for Park Street Reconstruction Project

REFERENCE AND BACKGROUND

As part of the Park Street Reconstruction Project, a modification needed to be made to the south side of Albion Avenue in front of 850 Albion. This modification included moving the sidewalk back approximately 2-3 feet back along the radius of the sidewalk. Please reference the Actual Easement Document of the Agreement to see the actual easement.

The main purpose of the easement is to prepare the City of Fairmont for a future Telecom relocation that is not able to be completed at the same time as this project.

The attached easement was approved by Flaherty and Hood and has been signed by the property owner’s – Roger and Judy Bloomgren.

BUDGET IMPACT

None

SUPPORTING DATA/ATTACHMENTS

Easement Document

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

PERMANENT PUBLIC UTILITY EASEMENT

This Agreement is made this _____ day of _____, 20____, by and between Roger L Bloomgren and Judy A Bloomgren, husband and wife, 850 Albion Ave, 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 hereby grants and conveys to the Grantee a Permanent Easement, 114.02 sq feet, for public Pedestrian Sidewalk purposes (the “Permanent Easement”), over, under and across that part of the tract of land legally described in Exhibit A, which is attached hereto and incorporated herein by reference, in the City of Fairmont, Martin County, Minnesota; which Permanent Easement is legally described on Exhibit B, which is attached hereto and incorporated by reference (the “Permanent Easement Area”).
2. The Permanent Easement Area described above is depicted on the Easement Exhibit, Exhibit C, which is attached hereto and incorporated herein by reference.

3. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Permanent Easement described herein.
4. 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 Right-of-Way facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement Area described herein.
5. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Permanent 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.
6. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement.
7. The Grantor shall not erect, construct or locate in the Permanent Easement area any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
8. The Grantee shall restore any and all disturbed areas within the Permanent Area back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder.
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 Permanent 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 public right-of-way facilities and improvements constructed in the Permanent 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.

[Remainder of page intentionally left blank.]

GRANTEE:

CITY OF FAIRMONT, MINNESOTA

By: _____
_____, Its Mayor

ATTEST:

By: _____
_____, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as Mayor and _____ as City Clerk on behalf of the City of Fairmont, a municipal corporation under the laws of the State of Minnesota, Grantee.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Matthew R York
CITY OF FAIRMONT
100 Downtown Plaza
Fairmont, Minnesota 56031
(507)238-3942

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

The East Fifty (50) feet of the West One Hundred (100) feet of Lot One (1) of Block Four (4) Sinclair's Addition to the Village (now City) of Fairmont, as per map or plat thereof on file and of record in the Office of the Martin County Recorder in and for said county and state.

AND ALSO, the tract or parcel of land in Lot One (1) Block Four (4) of Sinclair's Addition to the Village (now City) of Fairmont, according to the recorded plat thereof, described as follows: Beginning at the corner state of Lots One (1) and Two (2) of said Block Four (4) at the intersection of the boundary line between said lots with Albion Avenue; thence southeasterly along the southwesterly side of said Albion Avenue fifty (50) feet to iron pipe; thence southwesterly in a straight line parallel with the boundary line between said Lots One (1) and Two (2) a distance of 236.5 feet to an iron pipe bank of Budd Lake a distance of 50.5 feet to an iron pipe; thence northeasterly parallel with the boundary line between said Lots One (1) and Two (2) a distance of 226 feet to an iron pipe on the southwesterly side of Albion Avenue; thence northwesterly along said southwesterly side of Albion Avenue distance of 29.25 feet to iron pipe; thence northwesterly along said southwesterly side of Albion Avenue a distance of 26.1 feet to place of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

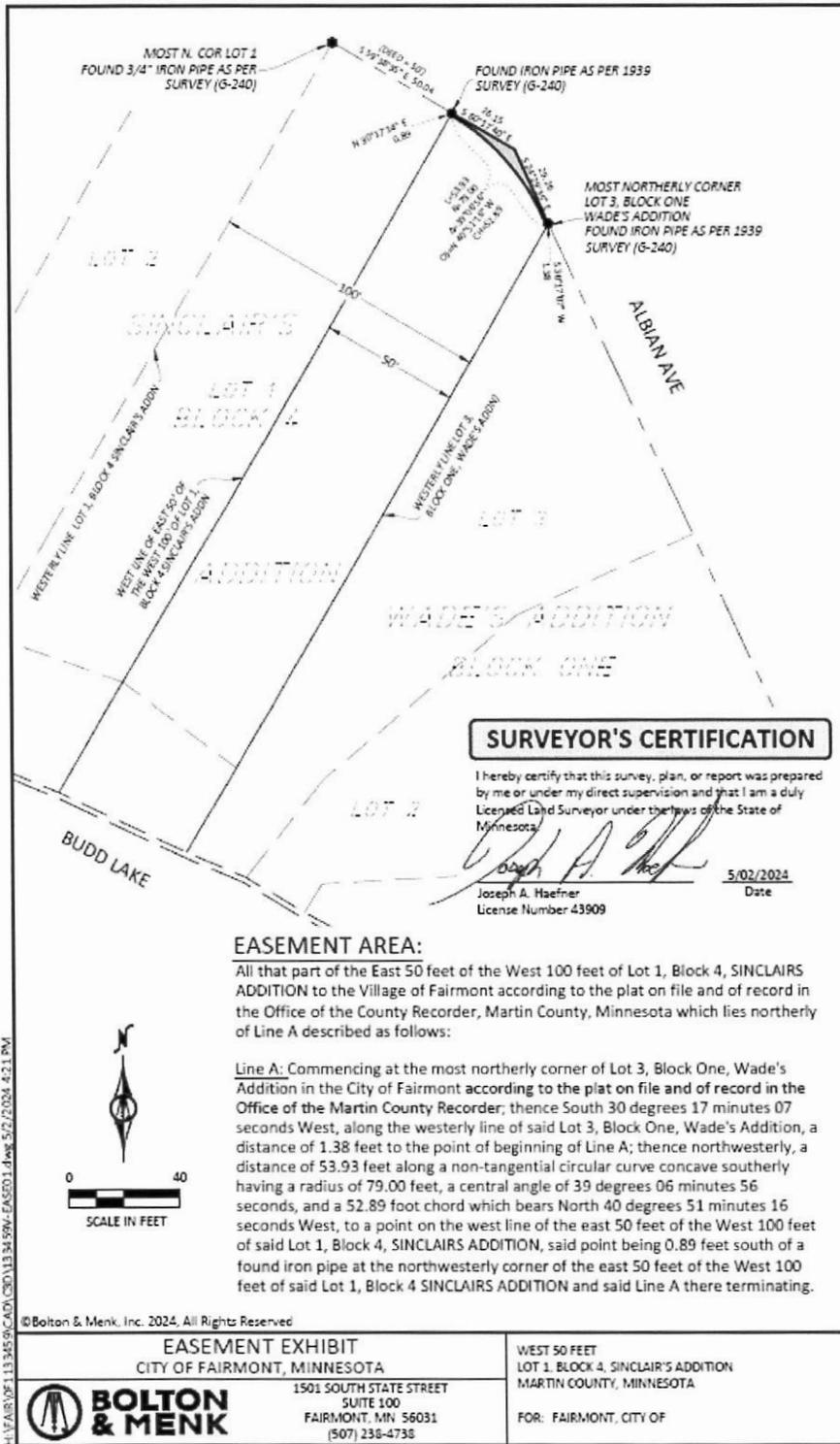
EASEMENT AREA:

All that part of the East 50 feet of the West 100 feet of Lot 1, Block 4, SINCLAIRS ADDITION to the Village of Fairmont according to the plat on file and of record in the Office of the County Recorder, Martin County, Minnesota which lies northerly of Line A described as follows:

Line A: Commencing at the most northerly corner of Lot 3, Block One, Wade's Addition in the City of Fairmont according to the plat on file and of record in the Office of the Martin County Recorder; thence South 30 degrees 17 minutes 07 seconds West, along the westerly line of said Lot 3, Block One, Wade's Addition, a distance of 1.38 feet to the point of beginning of Line A; thence northwesterly, a distance of 53.93 feet along a non-tangential circular curve concave southerly having a radius of 79.00 feet, a central angle of 39 degrees 06 minutes 56 seconds, and a 52.89 foot chord which bears North 40 degrees 51 minutes 16 seconds West, to a point on the west line of the east 50 feet of the West 100 feet of said Lot 1, Block 4, SINCLAIRS ADDITION, said point being 0.89 feet south of a found iron pipe at the northwesterly corner of the east 50 feet of the West 100 feet of said Lot 1, Block 4 SINCLAIRS ADDITION and said Line A there terminating.

EXHIBIT C

DEPICTION OF PERMANENT EASEMENT





STAFF MEMO

Prepared by: Matt Skaret, Administrator	Meeting Date: 07/08/24	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 10.1
Reviewed by:		Item: Beekeeping Ordinance	
Presented by: Matt Skaret, Administrator		Action Requested: Informational Only	
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call		Staff Recommended Action: Board/Commission/Committee Recommendation:	

REFERENCE AND BACKGROUND

At the June 24th meeting, the Council heard from Mr. Steve Tudor, requesting the City allow beekeeping within city limits. City Staff had determined that beekeeping is not allowed per City Ordinance. Council expressed some interest in allowing beekeeping, but had questions, including on the interpretation of the ordinance.

Regardless of the interpretation of the ordinance, if Council wishes to allow beekeeping, staff recommends there be an ordinance; especially given that beekeeping is increasing in popularity.

Items an ordinance could regulate include:

- Zoning districts, where allowed
- Setback distance from property lines and other dwellings
- Rear yard only
- Licensing/Registration
- Approval by neighboring property owners
- Water source
- Signage indicating bees kept on property
- Number of hives allowed
- Adequate living spaces for bees
- Right to City inspection

City staff are in the process of drafting a proposed ordinance addressing these items based off ordinances in other cities. Council may wish to hold a work session on this matter to give the subject the time it deserves rather than trying to cram it into a 10-15 presentation/discussion at a regular meeting. Staff has contacted Jenny Warner, Beekeeper and Team Leader with the University of MN Extension Service, to present to Council on this topic. Direction from Council is needed on if you wish to have a workshop on beekeeping.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



Council Member Agenda Request
(submitted June 28, 2024 for July 8, 2024 Council Meeting)

Agenda Item:10.2

From: Britney Kawecki

Subject:Arena/Hockey Contract

Staff Action Requested: Review and potential negotiation with Martin County Ag Society and Fairmont Hockey Association contracts.

Overview: Consideration of all options to determine what is appropriate based on the following:

1. Contracts have not been updated since 2004.
2. ½ sales tax vote is in November 2024 to determine if a new arena will be built.
3. The City of Fairmont has been contributing \$30,000 per year since 1991 totaling almost 1 million dollars for operating expenses.
4. The City of Fairmont has contributed greater than 1.5 million dollars for the new compressor/refrigeration equipment.
5. The new compressor/refrigeration equipment has arrived and is waiting to be installed until after the November 2024 vote determining if a new arena will be built.

Attachments:

Council Action: _____

Date: _____



**Council Member Agenda Request
(submitted July 3, 2024 for July 8, 2024 Council Meeting)**

Agenda Item: 10.3

From: Michele Miller

Subject: Consideration of Additional Street Funding for 2025 to Additional funding for 2025 street Improvement plan to repair Park Street from Blue Earth Ave. to at least 2nd Street in front of Library.

Policy/Action Requested: City Council should consider additional street funding for the 2025 Street Improvement Plan to repair Park Street from Blue Earth Ave. to at least 2nd Steet in front of the Library.

Attachments:

Council Action: _____

Date: _____