



CITY COUNCIL AGENDA

Monday, November 18, 2024, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
 - 4.1 American Education Week Proclamation (3)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (5)
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 of the City Council Minutes from the Special Meeting on November 8, 2024 (6)
 - 6.A.2 Consideration of the City Council Minutes from the Special Meeting on November 7, 2024 (9)
 - 6.A.3 Consideration of City Council Minutes from the Regular Meeting on October 28, 2024 (12)
 - B. **Check Registers**
 - C. **Other**
 - 6.C.1 Consideration to Approve an Updated Joint Powers Agreement with South Central MN Computer Consortium (25)
7. **Public Hearings**
8. **Old Business**
9. **New Business**
 - A. **Public Works/Utilities**
 - 9.A.1 Consideration to Reject Quotes Received for Sylvania Park Bandshell Improvements and Authorize Advertising for Bids (33)

9.A.2	Consideration of Advertising for Bids for the Gomsrud Park - North Parking Lot Project	(43)
9.A.3	Consideration of a Street Light Installation – Cadillac Avenue	(44)
B.	Finance	
C.	Other	
9.C.1	Consideration to Update the Minnesota Middle 9 Mutual Aid Agreement for Fire and Emergency Services	(53)
9.C.2	Consideration of Proposed Ordinance 2024-05: An Ordinance Amending Fairmont City Code, Chapter 26- Zoning	(57)
9.C.3	Consideration of a Memorandum of Understanding with the Region Nine Development Commission on Energy and Environmental Resiliency (EER)	(68)
9.C.4	Consideration to Update the Special Assessment Policy	(86)
10.	Council Discussion	
10.1	Legality of Beekeeping: Councilor Maynard	(102)
10.2	Budget Item Removal: Councilor Kawecki	(103)
10.3	Tree Dump Contractor Permit Fees: Councilor Lubenow	(104)
11.	Staff/Liaison Reports	
A.	Public Works	
B.	Finance	
C.	City Administrator	
D.	Mayor/Council	
	Hasek – PUC, BZA	
	Kawecki – Library Board, Planning Commission, BE River One Watershed One Plan	
	Lubenow –HRA	
	Maynard – Airport Board, BZA, FEDA	
	Miller – Visit Fairmont, FEDA	
	Baarts	
12.	Adjournment	



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 11/18/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 4.1
Reviewed by: Matt Skaret, Administrator	Item: Proclamation – American Education Week		
Presented by: Matt Skaret, 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: Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

Mayor Baarts will proclaim November 18 – 22, 2024 as American Education Week in the City of Fairmont.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Proclamation

PROCLAMATION

WHEREAS, American Education Week is an opportunity to recognize the accomplishments and the needs of our local public schools; and,

WHEREAS, our public schools have enabled generations of American families to build upon the lessons of the past to achieve the dreams of tomorrow; and,

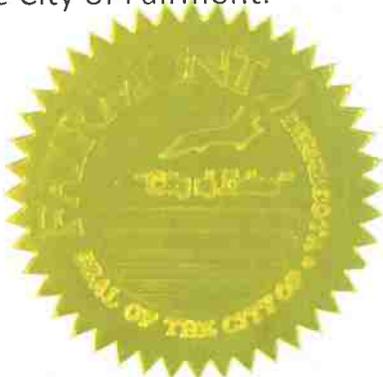
WHEREAS, American's system of public education relies not only on the skills and dedication of teachers, school administrators and educational support staff, but also on the encouragement and support of the entire community; and,

WHEREAS, teachers in the Fairmont area are joining teachers, students and educational organizations around the nation in special activities in honor of American Education Week.

NOW THEREFORE, I, Lee C. Baarts, Mayor of the City of Fairmont, along with Fairmont Area Schools employees, am asking parents, students and civic leaders to join in the nation's annual salute to public education during the week of November 18-22, 2024 and do hereby proclaim this week to be

AMERICAN EDUCATION WEEK

in the City of Fairmont.



Lee C. Baarts, Mayor



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 11/18/2024	<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: 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: Betsy Steuber, City Clerk	Meeting Date: 11/18/2024	<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 of the City Council Minutes from the Special Meeting held November 8, 2024		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the City Council Meeting Minutes from the Special Meeting held November 8, 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: Special Meeting, November 8, 2024

**City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031**

City Council Minutes
Special Meeting: Canvass Municipal Election Results

November 8, 2024
City Hall, 12:00 p.m. (noon)

CALL TO ORDER

The Fairmont City Council met in special session at the City Hall Council Chambers. Mayor Baarts called the meeting to order at 12:00 p.m.

ROLL CALL

Council present: Lee Baarts, Mayor
 Britney Kaweck, Councilmember
 Randy Lubenow, Councilmember
 Jay Maynard, Councilmember
 Michele Miller, Councilmember

Council absent: Wayne Hasek, Councilmember

Staff present: Matt Skaret, City Administrator
 Betsy Steuber, City Clerk

PLEDGE OF ALLEGIANCE

The City Council and all present stood for the Pledge of Allegiance.

APPROVAL OF AGENDA

Motion was made by Councilmember Maynard, seconded by Councilmember Miller to approve the agenda as presented. All present voted in favor. 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.

**NEW BUSINESS MOTION
Item 4**

City Clerk Steuber presented the results of the 2024 City of Fairmont General Election, held November 5, 2024. The City Council, as the canvassing board for city elections, certifies the names of the persons receiving votes and the number of votes received by each office voted on. Additionally, the Council certifies the number of votes for and against the City ballot question. City Clerk Steuber, referring to the "Abstract of Votes Cast in the Precincts of the City of Fairmont" document, noted the following:

Voter Turnout

Number of persons registered as of 7 am	5952
<u>Number of persons registered on election day</u>	<u>583</u>
Total number of registered voters	6535
Total number of persons voting	5134
Voter turnout	78.6%

Results of City Question

Total number of votes cast	4990
Yes votes	1596 or 32%
No votes	3394 or 68%

City Clerk Steuber referred to the “Write-in Votes document stating write-in votes were tallied so long as the oval next to the write-in space was filled in, regardless if a name was written on the write-in line.

Lastly, City Clerk Steuber presented Council with a listing of the Election Judges that served on election day.

Motion was made by Councilmember Maynard, seconded by Councilmember Miller to approve the City of Fairmont 2024 Election Results as presented.

ADJOURNMENT

Motion was made by Councilmember Maynard, seconded by Councilmember Miller, 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 12:05 p.m.

ATTEST:

Lee C. Baarts, Mayor

Betsy Steuber, City Clerk

*After the meeting concluded, Councilmembers signed the “Abstract of Votes Cast in the Precincts of the City of Fairmont” document. The approved “Abstract of Votes Cast in the Precincts of the City of Fairmont” and other referenced documents are attached thereto.



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 11/18/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.A.2
Reviewed by: Matt Skaret, Administrator	Item: Consideration of the City Council Minutes from the Special Meeting held November 7, 2024		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the City Council Meeting Minutes from the Special Meeting held November 7, 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: Special Meeting, November 7, 2024

**City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031**

City Council Minutes
Special Meeting: City Administrator 6-month Performance Evaluation

November 7, 2024
City Hall, 5:00 p.m.

CALL TO ORDER

The Fairmont City Council met in special session at the City Hall Council Chambers. Mayor Baarts called the meeting to order at 5:00 p.m.

ROLL CALL

Council present: Lee Baarts, Mayor
 Britney Kaweck, Councilmember
 Randy Lubenow, Councilmember
 Jay Maynard, Councilmember
 Michele Miller, Councilmember

Council absent: Wayne Hasek, Councilmember

Staff present: Matt Skaret, City Administrator
 Betsy Steuber, City Clerk
 Rachel Viesselman, Human Resource Manager
 Christina C. Petsoulis, Flaherty & Hood Attorney

PLEDGE OF ALLEGIANCE

The City Council and all present stood for the Pledge of Allegiance.

APPROVAL OF AGENDA

Motion was made by Councilmember Lubenow, seconded by Councilmember Maynard to approve the agenda as presented. All present voted in favor. 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.

CLOSED SESSION

The agenda item for this special meeting of the Fairmont City Council is the evaluation of the performance of City Administrator Matt Skaret, who is subject to the Council’s authority. Pursuant to Minnesota Statute § 13D.05, subd. 3(a), this portion of the meeting may be closed. Administrator Skaret confirmed he would like the portion of the meeting pertaining to the performance evaluation closed.

Motion was made by Councilmember Maynard, seconded by Councilmember Miller to close the meeting, pursuant to Minnesota Statute § 13D.05, subd. 3(a). Council went into closed session at 5:02 p.m. with City Administrator Skaret and City Clerk Steuber exiting the room.

OPEN SESSION

Mayor Baarts declared the meeting open at 7:15 p.m. Motion was made by Councilmember Mayard, seconded by Councilmember Miller to continue to performance available during a special meeting on November 14, 2024 at 5:00 p.m. All present voted in favor. Motion carried.

ADJOURNMENT

Motion was made by Councilmember Lubenow, seconded by Councilmember Miller, 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 7:18 p.m.

ATTEST:

Lee C. Baarts, Mayor

Betsy Steuber, City Clerk



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 11/18/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.A.3
Reviewed by: Matt Skaret, Administrator	Item: Consideration of the City Council Minutes from the Special Meeting held October 28, 2024		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the City Council Meeting Minutes from the Special Meeting held October 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

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes: Regular Meeting, October 28, 2024

**City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031**

City Council Minutes
Regular Meeting

October 28, 2024
City Hall, 5:30 p.m.

CALL TO ORDER

The Fairmont City Council met in regular session at the City Hall Council Chambers. Mayor Baarts called the meeting to order at 5:30 p.m.

ROLL CALL

Council present: Lee Baarts, Mayor
Wayne Hasek, Councilmember
Britney Kawecki, Councilmember
Randy Lubenow, Councilmember
(Left at 5:50 pm; returned at 6:15 pm)
Jay Maynard, Councilmember
Michele Miller, Councilmember

Council absent: None

Staff present: Matt Skaret, City Administrator
Matthew York, Director of Public Works/Utilities
Paul Hoye, Finance Director
Michael Hunter, Chief of Police
Pat Oman, Community Development Director
Peter Bode, Planning & Zoning Official
Ned Koppen, Economic Development Coordinator
Betsy Steuber, City Clerk
Troy Nemmers, Bolton & Menk (contracted services)
Cara Brown, City Attorney, via telephone
(Flaherty & Hood)

PLEDGE OF ALLEGIANCE

The City Council and all present stood for the Pledge of Allegiance.

APPROVAL OF AGENDA

As Mayo Clinic Health Systems: Fairmont was holding a public forum on the closure of services (labor/delivery and surgical services) during the time of the City Council meeting, and several Councilmembers expressed interest in attending, Mayor Baarts presented several options to Council on how to conduct the meeting. After discussion, Mayor Baarts concluded the agenda/meeting will be held as presented with Councilmember Lubenow representing City Council at the Mayo Clinic Health System: Fairmont Public Forum.

Motion was made by Councilmember Maynard, seconded by Councilmember Miller to approve the agenda as presented. All present voted in favor. 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**

Economic Development Coordinator Koppen provided Council and the community with an update on recent Fairmont Economic Development Authority (FEDA) happenings.

PROCLAMATION

Mayor Baarts proclaimed November 14, 2024 as Community Education and Recreation Day in the City of Fairmont. City Clerk Steuber read a note of appreciation and thanks on behalf of CER Director Stephanie Busiahn, as she was unable to attend the meeting.

**MOTION
Item 4.3**

Coordinator Koppen introduced agenda item 4.3: Affordable Housing Funds and Consideration to Award Funds to Habitat for Humanity. The City of Fairmont was recently awarded \$54,797.00 by the Minnesota Department of Revenue to be used towards affordable housing. After conversations with City Staff and Habitat for Humanity on their current project and the financial challenges they face, staff recommend awarding \$30,000 to Habitat for Humanity, with funding used to complete code work.

With the remaining funds, and future funding proposed to occur over the next two years, Koppen asked Council consider having staff develop an ordinance establishing a Local Housing Trust Fund (LHTF). Koppen noted the establishment of such, to be a best practice recommended by State agencies, allowing for flexibility in the distribution of the funds and the greater possibility of receiving future grant funding.

Motion was made by Councilmember Maynard, seconded by Councilmember Miller to approve awarding \$30,000 of housing aid funds to Habitat for Humanity for housing in Fairmont. All present voted in favor. Motion carried.

With no objections voiced, council agreed for staff to develop an ordinance establishing a Local Housing Trust Fund, with Koppen presenting such at a future meeting

PUBLIC DISCUSSION/

Richard Bradley, a Fairmont taxpayer, commented and questioned the

COMMENT

ownership of the community center, referencing communication during the September 23, 2024 City Council Meeting and statements in Resolution 2023-21, adopted June 12, 2023. Based on the referenced materials, Bradley voiced concern as “taxpayers would have to pay twice for the same facility... first with the 12 million plus dollars given to the FACC to construct the facility and second to repurchase the facility back from the FACC” in the event of a sale, as the City has the right of first refusal.

Staci Thompson, Executive Director of Habitat for Humanity, thanked Council for awarding funds to Habitat. Thompson briefly explained that Habitat for Humanity receives funding from USDA Rural Development and are to expect potential shortfalls in funding over the next year. Thompson expressed appreciation for Council and City staff and looks forward to continuing work in Fairmont.

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:

- City Council Minutes from the Regular Meeting held October 14, 2024
- October 2024 Accounts Payable List
- Event Permit for Fairmont GLOWS, sponsored by Fairmont Area Chamber of Commerce on November 22, 2024
- Sale of the Gilcrest ProPaver to the Martin County Highway Department

Motion was made by Councilmember Maynard, seconded by Councilmember Hasek to approve the consent agenda. All present voted in favor. Motion carried.

**PUBLIC HEARING
RESOLUTION 2024-34
Item 7.1**

Mayor Baarts opened the public hearing on the 2024 Improvement Project. Matt Morris, resident of Woodland Avenue, expressed objection to the Woodland Avenue improvement assessment charge of \$54 per lineal frontage foot and believes the City should absorb more of the improvement cost as Woodland is a thoroughfare of Fairmont.

Motion was made by Councilmember Miller, seconded by Councilmember Maynard to close the public hearing. In discussion, Councilmember Kawecki shared the following constituent concerns:

- Mickey Donney, a resident of Albion Avenue, does not believe her high assessment amount is reflective of the minimal benefit she

received, considering she had no water or infrastructure improvements.

- Terry and Judy Leiding, residents of Woodland Avenue, have residential and agricultural property abutting the improvement, being assessed at the same rate.

Councilmember Maynard, who also had conversations with Woodland Avenue homeowners affected by the improvement, stated that a large part of the benefit from the Woodland Avenue reconstruction is not to the homeowners that live along the improvement, but to the City as a whole and that the City should absorb more of that cost. As Woodland Avenue is narrower than most streets and not equipped with a curb and gutter systems, affected homeowners are not getting as much street for their money.

Councilor Miller concurred with the comments made by Councilmember Maynard and inquired as to how the Woodland Avenue assessment costs were determined. Director York stated the City can assess for the following three types of projects:

- mill and overlay
- reconstruction
- resurfacing

Based on the type of bonds the City receives funding under, we are required to assess 20%. York stated staff assessed at the resurfacing rate of \$54.00 per linear foot and while not perfect, it met the standard of the City assessment policy and the 20% assessment rate threshold. York mentioned, Council will be asked to consider an updated assessment policy later in the meeting. York stated Council could consider adopting the new policy, applying the policy to the 2024 Woodland Avenue Projects and reassessing the affected property owners, at the newer, lower rate. Under the updated policy, the new rate would be \$43.13 per linear foot versus the current \$54.00 per linear foot, with a maximum frontage for a residential property of 150 feet.

Council discussion centered around reassessment under the new assessment policy. York noted assessment amounts to decrease under the new policy for the Woodland Avenue Project and increase for the Park Street Project, as water and sewer would be assessed under the new policy.

Further discussion was held on assessment deferral. Whether an assessment is deferred for a senior (someone at least 65 years of age) or for undeveloped property, bond funding is not affected. Under the current policy, assessments can be deferred for 30 years and would be lowered to 20 years under the new policy. York stated “if the goal is to

keep the land as agriculture, then a deferral meets the agreement” with no assessment payment so long as the land remains farmland and the deferral agreement expiring at the end of the term (currently 30 years).

Council inquired on the merit of the statutes listed and the agreement referenced in several of the objection letters. Staff reported they are unaware of such agreement existing and would need to conduct additional legal research regarding the statutes referenced.

Mayor Baarts revisited the prior motion made by Councilmember Miller, seconded by Councilmember Maynard to close the public hearing on the 2024 Improvement Program. All present voted in favor. Motion carried.

Mayor Baarts entertained a Motion to Adopt Resolution 2024-34: Adopting the Special Assessments for the 2024 Improvement Program. Motion was made by Councilmember Maynard, seconded by Councilmember Hasek to continue the hearing at 5:30 pm on January 13, 2025 with respect to the objections that have been filed. All present voted in favor. Motion carried.***

Motion was made by Councilmember Miller, seconded by Councilmember Maynard to adopt Resolution 2024-34: Adopting the Special Assessments for the 2024 Improvement Program (excluding the assessments to which objections have been filed and the hearing continued). All present voted in favor. Motion carried.***

*** Assessments to which objections were received and the hearing continued to January 13, 2025 at 5:30 pm are as follows:

Terry/Judy Leiding	1218 Woodland Avenue
Francis Crowley	1500 Woodland Avenue
Matt Morris	1315 Woodland Avenue
Fern Bulfer Rev, Trust	1701 Woodland Avenue
	1601 Woodland Avenue

**PUBLIC HEARING
RESOLUTION 2024-40**

Mayor Baarts opened the public hearing on assessment of unpaid and delinquent city service charges. No comments were heard.

Motion was made by Councilmember Hasek, seconded by Councilmember Maynard to close the public hearing on the 2024 Assessment of Unpaid and Delinquent City Service Charges. All present voted in favor. Motion carried.

Motion was made by Councilmember Maynard, seconded by Councilmember Miller to adopt Resolution 2024-40: Adopting

Assessment for Unpaid and Delinquent City Service Charges. All present voted in favor. Motion carried.

OLD BUSINESS
ORDINANCE 2024-03
Item 8.1

Planning and Zoning Official Bode introduced agenda item 8.1 Consideration of Amending Fairmont City Code, Chapter 4 – Animals. Bode noted this is the second reading and final consideration of this proposed ordinance, which serves two purposes:

- 1) It clears up definitions about animals, separating them into three categories;
 - domestic animals: animals that can be kept in a home (i.e. dogs, cats)
 - nondomestic animals: (i.e. lions, tigers, bears)
 - farm animals: animals permitted in agricultural transition zone
- 2) It provides an exception for honeybees, allowing 2 hives per recorded residential lot, positioned 10 feet away from the property line with a zoning permit

Motion was made by Councilmember Maynard, seconded by Councilmember Miller to adopt Ordinance 2024-03: An ordinance amending Fairmont City Code, Chapter 4-Animals. In discussion, Councilmember Kawekci agreed that there was no action to be taken on this matter and was a waste of taxpayer dollars. On roll call, Councilmembers Maynard and Miller voted in favor thereof; Councilmembers Hasek, Kaweck, and Lubenow voted against. Motion failed.

NEW BUSINESS
MOTION
Item 9.A.1

Director York shared that as part of the WOLD Facilities Study in 2022, security measures of City Hall (1st and 2nd floors) were discussed. York noted bids were received from the following vendors:

<u>Vendor</u>	<u>Quote</u>
Fairmont Glass	\$29,506
Vets Glass	\$42,185

Security modifications for both floors consist of an aluminum door with fob or key panel access and the installation of safety glass, with construction to take approximately 6-8 weeks.

Administrator Skaret stated the WOLD Facilities Study proposed some extensive renovations costing several hundreds of thousands of dollars and believes these to be good intermediate measure to ensure staff safety and provide visitor direction.

Councilmember Kawekci expressed concern spending money for said project, as much has changed since the WOLD Facilities Study and the future of the city hall building is uncertain (moving to an existing location, building a new building, etc).

Councilmember Maynard stated in any event, “we are not going to be out of this building, at a minimum for at least another year and I am not comfortable exposing staff that long.” Councilmember Hasek expressed support for the security measures.

Councilmember Lubenow and Councilmember Kawecki, separately, stated they are unaware of any safety concerns of staff and that if staff is fearful, the Council should be informed so Council, as a whole, can act together in staff’s best interest. Councilmember Miller voiced support of security measures but would have appreciated more communication on the issues surrounding the matter.

Administrator Skaret shared that this is not in response to one individual or one incident. Skaret reiterated this is not a new concern and that many staff have spoken to him.

Motion was made by Councilmember Maynard, seconded by Councilmember Miller to approve the purchase order with Fairmont Glass to build and install safety doors and windows on the 1st and 2nd floors of Fairmont City Hall. In discussion, Councilmember Kawecki stated she would like to see security cameras with voice recording, for when there are claims there is proof to back it up. Director York shared that obtaining quotes for those items do not pose a problem, however having someone monitor the cameras pose a bigger challenge along with the potential legal considerations. On roll call, Councilmembers Hasek, Kawecki, Lubenow, Maynard, and Miller voted in favor thereof. Motion carried.

**MOTION
Item 9.A.2**

As part of the wastewater treatment plant project, testing services need to be conducted. The City received bids from American Engineering Testing (AET) and Terracon in the amounts of \$49,991 and \$97,547, respectively for geotechnical exploration and analysis.

Motion was made by Councilmember Lubenow, seconded by Councilmember Maynard to approve the purchase order with American Engineering Testing (AET) for testing services for the Wastewater Ultraviolet and Biosolids Project. All present voted in favor. Motion carried.

**MOTION
Item 9.A.3**

At the last regular City Council meeting, discussion was held regarding a curb and gutter system along Lake Avenue, into the agricultural land. Director York stated the cost of adding curb and gutter to that area would be \$90,000 and reviewed the reasons for adding curb and gutter, as

outlined on the staff memo and Bolton & Menk Memo in the agenda packet.

Discussion and questions centered around the location and necessity of a trail running along Lake Avenue, the cost of constructing a bike trail/curb and gutter presently versus at a later date, and the roadway material to be used. Based on Lake Avenue being an entry point to the City of Fairmont, and traffic counts, Director York believes concrete, while it may cost more, is a better use of city funds, with a longer lifespan and lower maintenance cost.

Troy Nemmers with Bolton & Menk mentioned that when building a rural section of road, the road is built up to put ditches in; with water draining off the road into the ditches and flowing into the drainage system. With curb and gutter, the street is dropped down with boulevards draining into the storm sewer system. Nemmers provided clarity stating "...just adding on curb and gutter isn't just adding on curb and gutter. It requires more than that the \$90,000 that is in the memorandum and does not take into account what that may cost at a future point in time."

Motion was made by Councilmember Lubenow, seconded by Councilmember Kawecki to not extend curb and gutter past Edison Drive going west to County Road 39/Bixby Road. On roll call, Councilmembers Kawecki and Lubenow voted in favor thereof; Councilmembers Hasek, Maynard, and Miller voted against. Motion failed.

Motion was made by Councilmember Maynard, seconded by Councilmember Miller to approve a curb and gutter system along the entire length of Lake Avenue from Bixby Road to Fairlakes Avenue, Project No: 24X.134344. On roll call, Councilmembers Hasek, Maynard, and Miller voted in favor thereof; Councilmembers Kawecki and Lubenow voted against. Motion carried.

Motion was made by Councilmember Maynard, seconded by Councilmember Miller to do Lake Avenue from Bixby Road (County Road 39) to Fairlakes Avenue in concrete. Councilmembers Hasek, Maynard, Miller and Lubenow voted in favor thereof; Councilmember Kawecki voted against. Motion carried.

Councilmember Kawecki reiterated that the number one citizen concern is road and infrastructure and to stretch funding as far as possible, but all these projects are expensive, and Council is not being good stewards of the taxpayer dollar.

Councilmember Maynard stood behind his motion saying, “there are times when it is beneficial to spend more money up front to save money down the road and that's exactly what building this road and concrete does.”

MOTION
Item 9.B.1

Director Hoye introduced the consideration to increase the City’s life and accidental death and dismemberment (AD&D) insurance benefit. In comparison to other municipalities employing 50-100 employees, the benefit is \$25,000. As the City of Fairmont has not increased their benefit for at least 17 years, Staff recommends council increase the benefit to keep up with the market and offer competitive benefits. Hoye shared the total premium increase to increase the AD&D benefit from \$10,000 to \$25,000 amounts to \$4,500.

Motion was made by Councilmember Lubenow, seconded by Councilmember Maynard to approve increasing the City’s Life and Accidental Death & Dismemberment (AD&D) Insurance Benefit to \$25,000. All present voted in favor. Motion carried.

MOTION
Item 9.C.1

As the current Special Assessment Policy has not been updated since 1996 and is out of date when referencing Minnesota Statutes; Administrator Skaret provided background for agenda item 9.C.1, Consideration to Adopt an Updated Special Assessment Policy. Skaret reviewed the Staff Memo with Council, noting the following changes under the updated special assessment policy.

- 1) A percentage split of 70% - 30% will be utilized for assessments based off cost of the past three projects (current policy utilizes a flat fee per linear foot)
- 2) Cost of replacing the water and sewer service lines from the main to the property line will be included in the assessment (current policy does not address these items)
- 3) Assessments will be based on a 36-foot-wide street, regardless of the actual constructed width
- 4) Maximum front footage, for residential properties, is not to exceed 150 feet
- 5) Deferral length of time reduced to 20 years (current policy is 30 years)

Councilmember Lubenow supported assessing water and sewer service lines to property owners, but is hesitant to increase the percentage split of 70% - 30%, believing 30% to be too large of an increase.

Councilmember Maynard also supported adding the water and sewer assessment to the policy and considered assessing throughfares into Fairmont differently than other streets.

Motion was made by Councilmember Kawecki, seconded by Councilmember Maynard to table agenda item, item 9.C.1: Consideration to Adopt an Update Special Assessment Policy to the next council meeting (November 25, 2024). All present voted in favor. Motion carried.

**MOTION
Item 9.C.2**

Administrator Skaret announced the City's current ordinance (covering lodging tax) dates back to 1990. Staff and City Attorney Brown made a minor change to the ordinance definition, with the new definition matching that of rental units in our rental housing ordinance.

Motion was made by Councilmember Lubenow, seconded by Councilmember Maynard to approve first consideration of Ordinance 2024-04: An Ordinance Amending Fairmont City Code, Chapter 14 – Licenses, Permits and Miscellaneous Business Regulations. All present voted in favor. Motion carried.

**MOTION
Item 9.C.3**

Administrator Skaret introduced the next agenda item, 9.C.3, stating the County Commissioners approved a lease agreement, at their October 9, 2024 meeting, pertaining to the new County Justice Center Building (with facilities for the Police Department). The Commissioners would like to continue moving forward with the project and have a more solidified commitment from the City. After review by legal, it was recommended for council to hold discussion on some of the general agreement terms, with a full lease being presented to Council at a later day.

Skaret reviewed the general terms of the proposed agreement, as listed:

- 30 year lease term
- \$15,000/month lease rate for the first 10 years;
- A maximum annual lease rate increase of up to 5%, beginning in year 11 and subsequent years.
- The City provides it owns furnishings and equipment
- If the agreement is cancelled before the 30 year lease term, the City is responsible for lease payments until the term (30 years) is up or the space is leased or repurposed

County Attorney McGowan addressed Council stating “the \$15,000 a month is to cover the cost of constructing the police portion of the facility” and after 10 years....“a possibility of up to a 5% annual increase thereafter just to possibly cover the additional costs that come with maintenance of the building, utilities, etc.”

Councilmember Lubenow expressed concern with the length of the lease, and the up to 5% annual increase beginning in year 11 and occurring thereafter. Councilmember Lubenow spoken of police departments across the county/state ceasing to exist with the Sheriff's Department

taking over, and if such were to occur, the City shouldn't be bound to continue to pay for the lease.

Councilmember Kawecky agreed with Councilmember Lubenow's comments, questioned if a space analysis was conducted, and felt the agenda item was pushed upon Council.

Commissioner Kathy Smith approached the podium stating the County is looking for a commitment from the City so they can move forward with project design and if this isn't something the City wants to do, "that's ok and we understand."

Councilmember Maynard commented that Chief Hunter had been involved with the facility design process from inception, stressing the importance of shared services and facilities to avoid duplication, and believes language can be added to the agreement regarding dissolution of the local police force.

Motion was made by Councilmember Maynard, seconded by Councilmember Lubenow to approve the terms of the lease agreement as outline with the exception that council will attempt to negotiate a lower limit on the annual increase in rent and include a clause along the lines of "in the event of Fairmont Police Department dissolving, damages are one year of rent."

Prior to voting, Councilmember Lubenow stated to add the following wording to the motion "better lease language in the agreement per the City Attorney." City Clerk Steuber updated the motion, as requested, to "approve the terms of the lease agreement as outline with the exception that council will attempt to negotiate a lower limit on the annual increase in rent, include a clause along the lines of "in the event of Fairmont Police Department dissolves, damages are one year of rent" and include better lease language in the agreement per the City Attorney." Councilmembers Hasek, Lubenow, Maynard, and Miller voted in favor; Councilmember Kawecky voted against. Motion carried.

STAFF/LIAISON REPORTS

Director York reported City Parks are closed for the winter and 2024 leaf pick-up started today.

Administrator Skaret reported receipt of the legal/editorial research report from American Legal on the City Ordinance project. Skaret contacted Fairmont Area Community Center representative to hold discussion on the operating and ownership agreements of the Community Center.

Councilmember Lubenow updated Council on his brief exit and return from the Mayo Clinic: Fairmont Public Form, stating room capacity was reached and neither himself nor Pat Oman were able to attend.

Councilmember Maynard reported the airport master plan committee met and were informed of the main runway needing to be shortened by 200' for the runway safety area.

Mayor Baarts reported on the upcoming Halloween festivities around Fairmont and thanked all police, firefighters ,emergency responders, paramedics and all of those who protect life, evidence, property or the environment anytime during emergencies. Happy National First Responders Emergency Responders Day!

ADJOURNMENT

Motion was made by Councilmember Maynard, seconded by Councilmember Lubenow, 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 8:08 p.m.

ATTEST:

Lee C. Baarts, Mayor

Betsy Steuber, City Clerk



STAFF MEMO

Prepared by: Michael Hunter, Police Chief	Meeting Date: 11/18/2024	<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: Matt Skaret, Administrator	Item: Consideration to Update the Joint Powers Agreement (JPA) with South Central MN Computer Consortium		
Presented by: Michael Hunter, Police Chief	Action Requested: Motion to Approve the Updated Joint Powers Agreement with South Central MN Computer Consortium		
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 previous JPA September 2017

REFERENCE AND BACKGROUND

The Fairmont Police Department has been part of the South Central MN Computer Consortium since it was established in 1999 and implemented in 2000. The Consortium is the governing body for the Computer Information Systems (CIS) Records Management System used by several law enforcement agencies in southern Minnesota as their in-house records system as well as their mobile records system for their squad cars. The Joint Powers Agreement is updated on occasion to reflect the current membership of the Consortium and any updates or designations within the JPA.

BUDGET IMPACT

No changes in yearly fees for current software and services

SUPPORTING DATA/ATTACHMENTS

Copy of updated Joint Powers Agreement

**JOINT POWERS AGREEMENT
SOUTH CENTRAL MN COMPUTER CONSORTIUM**

1. **Name.** The parties hereby establish the South Central MN Computer Consortium which shall be governed by the Joint Powers Board pursuant to Minnesota Statutes Section 471.59.

2. **Parties.** The parties to this agreement shall consist of as many of the following entities that approve this agreement and execute a separate signature page to become parties:

- | | |
|-------------------------------------|-------------------------------------|
| Blue Earth County Sheriff's Office | Minnesota Lake Police Department |
| Blue Earth Police Department | New Richland Police Department |
| Fairmont Police Department | Sherburne/Welcome Police Department |
| Faribault County Sheriff's Office | St. Peter Police Department |
| Janesville Police Department | Trimont Police Department |
| Lake Crystal Police Department | Truman Police Department |
| Madison Lake Police Department | Waseca County Sheriff's Office |
| Mankato Department of Public Safety | Waseca Police Department |
| Mapleton Police Department | Wells Police Department |
| Martin County Sheriff's Office | Winnebago Police Department |

New parties may be added following the creation of this organization by following these same steps. This agreement supersedes any and all prior agreements.

3. **Purpose.** The purpose of this agreement is to provide for the joint exercise of the parties' powers requiring coordination to plan for the needs of the South Central MN Computer Consortium. The joint exercise of the parties' powers pursuant to this agreement is intended to supplement and complement, but not supplant, the parties' joint and individual powers of planning and coordination, costs incurred to plan, implement and maintain a Records Management System (RMS), Computer Aided Dispatch (CAD) system, Jail Management System (JMS) and Mobile Computer System (MCS).

4. **Representation and Governance.** Each party to this agreement is entitled to a representative at all Board meetings. Voting on items of interest (as outlined in Section 3) will be held at Board meetings, as outlined in the By-Laws. Board members will perform governance functions, as outlined in the By-Laws.

4.1. Governing Board. The governing board formed pursuant to this Joint Powers Agreement shall be known as the Board.

4.1.1. Membership and Representation. The Board shall be constituted as follows: one (1) member designated by each party. Each party shall appoint one member and one alternate. Each party shall be responsible for appointing replacement as consistent with their administrative appointment policies.

4.1.2. *Documentation.* Resolutions or other documentation of designation shall be filed with the individual parties as well as with the Board.

4.1.3. *Members not Employees.* Members of the Board shall not be deemed to be employees of the Board and will not be compensated for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be an employee of the party who appointed the member.

4.1.4. *Ex Officio Members.* The Board may designate ex officio members to serve on the Board. Such members shall be non-voting, will not be counted for quorum purposes, will not be eligible to serve as an officer of the Board and are ineligible to attend any Board meeting closed pursuant to Minn. Stat. Chapter 13D (Open Meeting Law).

4.1.5. *Ad Hoc or Sub-Committees.* The South Central MN Computer Consortium may request, as necessary, party representatives to form ad hoc, Sub-Board and/or oversight committees. The Board shall have the authority to appoint such committee members as it deems necessary to fulfill the purpose of this agreement. Ad hoc or sub-committees will be used solely as advisory groups to the Board to determine action, votes or direction for the Board. Ad hoc or sub-committees may be asked to work with contractors in advisory roles for the Board.

4.1.6. *Meetings.* The Board shall comply with the requirements of Minn. Stat. Chapter 13D. The Board shall have regular meetings at such times and places as the Board shall determine and shall give notice pursuant to Minn. Stat. Section 13D.04, Subd. 1. Special meetings may be held on reasonable notice by the Board pursuant to Minn. Stat. Section 13D.04, Subd. 2. Emergency meetings may be held, and notice given pursuant to Minn. Stat. Section 13D.04, Subd. 3.

4.1.7. *Quorum and Voting.* A quorum shall consist of no less than 51% of members or alternates eligible to vote. No action may be taken unless a quorum is present. Board action shall be determined by a majority of the votes cast at the meeting.

4.2. *By-Laws.* The Board may adopt By-Laws to govern its operation. Such By-Laws shall be consistent with this agreement and applicable laws.

5. **Duties of the Board.** The Board shall formulate a program to carry out its purposes pursuant to Section 3.

6. **Reservation of Authority.** All responsibilities not specifically set out to be jointly exercised by the Board under this agreement are hereby reserved to the parties and each of them. Nothing in this agreement shall act as a waiver by a participating party of its individual power and legal authority to provide the services contemplated for this agreement as outlined in the Section 3, Purpose, above.

7. Powers of the Board.

7.1. General Powers. The Board is hereby authorized to exercise such authority and powers common to the parties as is necessary and proper to fulfill its purposes and perform its duties. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law. Such authority shall include the specific powers enumerated in Paragraph 7.2.

7.2. Specific Powers.

7.2.1. Contracts. The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this agreement shall conform to the requirements applicable to contracts and purchases of the fiscal agent of the Board. The Board may approve any contract relating to this agreement up to the amounts of the grant agreements and may authorize the Chair or Vice Chair to execute those contracts.

7.2.2. Funds. The Board may disburse funds in a manner that is consistent with this agreement and with the method provided by law for the disbursement of funds. All funds shall be accounted for according to generally accepted accounting principles.

7.2.3. Gifts and Grants. The Board may apply for and accept gifts, grants or other property or assistance from the United States Government, the State of Minnesota, any tribal government or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift or grant relating thereto; and in accordance with all applicable laws, rules and regulations relating to the acceptance of gifts or grants by the parties.

7.2.4. Fiscal Agent. The Board may contract with any of its parties, to act as fiscal agent, to provide any and all budgeting and accounting services necessary or convenient for the Board. The chief financial officer of the party so selected shall act as comptroller for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board pursuant to Paragraph 7.2.1 above. The fiscal agent shall not advance pass through or expense reimbursement grant funds to any parties. The parties acknowledge that if grant terms require provision of documentation by the fiscal agent for any purpose, including securing reimbursement from the grantor, the receiving party must provide the documentation to the fiscal agent on the schedule established by the fiscal agent so that sufficient processing time is available to pass the information through to the grantor. The fiscal agent will make reasonable efforts to gather and pass on required documentation, but staff absences or workload may delay this process. The fiscal agent will not be responsible for any interest or fees due to delayed pass through of funds which result from receiving party's failure to provide documentation on a timely basis. The fiscal agent will not be responsible for requesting, editing, reviewing, changing or verifying any information provided to it by a receiving party for a grant unless agreed to in writing in advance by the fiscal agent.

7.2.5. *Legal Authority.* The Board may contract with any of its parties to serve as legal authority for the Board and act as advisor for contracts and grant matters for the Board.

7.2.6. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.

8. Budgeting and Funding.

8.1. *Expenses, Dues, Accountability.* The parties understand and acknowledge that the activities and duties of the Board are to be funded first by grant monies from the federal government, state government or other associations and agencies. Dues may be assessed on new parties, or as outlined in the By-Laws. All funds shall be accounted for according to generally accepted accounting principles. A report of all receipts and disbursements shall be forwarded to the parties prior to the quarterly Board meetings and on an annual basis. The Board shall review and approve the financials at the Board meetings.

8.2. *Federal and State Grant Funds Available to Parties.* The parties understand and acknowledge that federal and state grant funds may be made available for the purposes of improving and enhancing local government units' RMS, Cad system, JMS and MCS. The parties further understand and acknowledge that some such federal and state grant funds may be made available directly to county parties with the intention that the funds be expended for the benefit also of jurisdictions within the county. The Board will expend any such funds only in accordance with the terms of any applicable grant agreement, approved budget, laws and rules. This paragraph does not prohibit any party from unilaterally applying for, receiving and expending grant funds made available for the purposes identified in this paragraph.

9. Liability, Indemnification and Hold Harmless and Insurance. This section shall survive termination of this agreement or a party's withdrawal from the agreement.

9.1. *Applicability.* The SOUTH CENTRAL MN COMPUTER CONSORTIUM shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this agreement. The SOUTH CENTRAL MN COMPUTER CONSORTIUM shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Chapter 466.

9.2. *Indemnification and Hold Harmless.* The SOUTH CENTRAL MN COMPUTER CONSORTIUM shall fully defend, indemnify and hold harmless the parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the SOUTH CENTRAL MN COMPUTER CONSORTIUM. This agreement to indemnify and hold harmless does not constitute a waiver by any party of limitations on liability provided under Minn. Stat. Section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties

that they shall be deemed a single governmental unit for the purpose of liability, as set forth in Minn. Stat. Section 471.59, Subd. 1a(b). Pursuant to that statute, the parties to this agreement expressly decline responsibility for and are not liable for the acts or omissions of the other parties to this agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties, subject to the sole exception set forth below.

Any party who receives grant dollars passed through by the fiscal agent, agrees to save and hold harmless the fiscal agent's party for any determinations by any granting authority that grant dollars used by or received by the party were used for an illegal or unauthorized purpose and therefore must be repaid to the State or Federal Government granting authority. In that event, the party agrees to pay any necessary amounts, including any penalties, interest or fees of any kind, on the time schedule determined by the State or Federal Government to the payee determined by the State or Federal Government. If the fiscal agent, solely in its own discretion, agrees to be an intermediary in any repayments for a party in this situation, that party agrees to cooperate fully with the fiscal agent and to not delay any necessary payments. The party agrees to reimburse the fiscal agent for any reasonable costs incurred by the fiscal agent related to assisting the party or caused by complying with the requests of the granting authority related to funds received by the party.

9.3. Insurance. The Board shall obtain such insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this agreement, distinct from insurance which may be provided by each party, and consistent with the risk exposure of the Board under the state tort liability limits found in Minn. Stat. Chapter 466.

9.4. Property Insurance. The Board may obtain insurance covering any property acquired by the Board which is not subsequently passed through to the parties.

10. Term. The Board shall be constituted, and the term of this agreement shall commence upon approval and signature of a majority of the entities listed in Section 2. The agreement shall be in effect only with respect to the parties who have approved and signed it.

11. Withdrawal and Termination.

11.1. Withdrawal. Any party may withdraw from this agreement upon ninety (90) days written notice to the other parties. Withdrawal by any party shall not terminate this agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or agreement.

11.2. Termination. This agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of parties agree to terminate the agreement upon a date certain.

11.3. Effect of Termination and Withdrawal. Termination shall not discharge any liability incurred by the Board or by the parties during the term of this agreement. Upon termination, property or

surplus money held by the Board shall then be distributed to the parties in proportion to contributions of the parties. Financial obligations shall continue until properly discharged, discharged by law, this agreement or any other agreement. Upon termination by a party, the party may retain personal property, software and hardware it has received and owns, but shall forfeit any unexpended funds it has contributed to the consortium. The RMS, CAD, JMS, Mobile Computer System, its hardware and software, is owned by the consortium and may be disbursed by agreement of all parties or upon final termination of all parties to this agreement.

12. Miscellaneous.

12.1. Amendments. This agreement may be amended only in writing and upon the written consent of the governing bodies of all of the parties.

12.2. Review. The parties agree to review the terms of the agreement every five (5) years after the commencement of this agreement.

12.3. Records, Accounts and Reports. The books and records of the Board shall be subject to the provisions of Minn. Stat. Chapter 13 and Minn. Stat. Section 16C.05, Subd. 5.

12.4. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Board Chair.

12.5. Merger. This agreement constitutes the entire agreement between the parties as to the matters addressed in this agreement. No waiver, consent, modification or change of terms of this agreement shall bind any party unless in writing and signed by all parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement other than those contained in any By-Laws which may be adopted by the Board intended to help carry out the terms of this agreement.

12.6. Waiver. The failure of any party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

12.7. Assignment. No party may assign its interest in this agreement.

12.8. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

12.9. Concurrence. By executing this agreement, the parties acknowledge that they: (1) enter into and execute this agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this agreement's terms and conditions, and to consult an attorney before signing this agreement; (c) have read this agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

**JOINT POWERS AGREEMENT
SOUTH CENTRAL MN COMPUTER CONSORTIUM**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Approved as to form (ADOPTED):

JURISDICTION OF _____

By: _____
Chief of Police

By: _____
Mayor

Date: _____

Date: _____

Attest: _____
City Administrator

Date: _____



STAFF MEMO

Prepared by: Matthew R. York, Public Works/Utilities Director	Meeting Date: 11/18/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.1
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Reject Quotes Received for the Sylvania Park Bandshell Improvements due to not meeting the State Bidding Requirements		
Presented by: Matthew R. York, Public Works/Utilities Director & Troy Nemmers, Bolton & Menk	Action Requested: Motion #1: Motion to Reject Quotes Received for the Sylvania Park Bandshell Improvement Project Motion #2: Motion to Authorize Staff to Advertise for Bids for the Sylvania Park Bandshell Improvement Project, including Separate Bids for Hazardous Material Removal		
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

Wold Architect and Engineers Contract approved by City Council on April 24, 2023

REFERENCE AND BACKGROUND

As part of the ongoing revitalization of the Bandshell facility before its 125th Anniversary in 2026, Wold sent out documents to receive quotes from eleven (11) contractors due to the Engineering Estimate being well below the \$175,000 standard outlined in both State Law and our Purchasing Policy.

This portion of the project was to repair and repaint the entire structure. Included in this were some new doors and windows that had been damaged or could not be restored. The costs were so high due to hazardous material abatement due to Asbestos and Lead Paint being a part of the current structure.

The recommended action items for tonight’s meeting are as follows:

- 1) Rejection of Quote from Brennan Construction for \$213,000 as it is outside of the State Law and the City of Fairmont Purchasing Policy due to its being over \$175,000.
- 2) Authorization to issue Formal Bids for the Project, including a separate bid for Hazardous Materials

BUDGET IMPACT

2024 CIP – Bandshell Project	\$250,000
2025 CIP – Bandshell Project	\$75,000

SUPPORTING DATA/ATTACHMENTS

Letter from WOLD
 Brennan Construction Quote



November 12, 2024

Matthew York
Director of Public Works/Utilities
City of Fairmont
100 Downtown Plaza
Fairmont, Minnesota 56031

Re: City of Fairmont
Sylvania Park Bandshell Exterior Restoration
Commission No. 242131

Dear Matt:

On Tuesday, October 29, 2024, quotes were received from one contractor for the Sylvania Park Bandshell Exterior Restoration project at Sylvania Park. A total of eleven contractors were invited to provide quotes. The list of contractors who were invited to provide a quote were as follows:

- APX Construction Group
- Bladholm Construction, Inc.
- Brennan Construction of Minnesota, Inc.
- J D Driver, Ltd.
- Kingdom Builders Masonry
- Met-Con Companies
- Moh's Contracting
- Robert W. Carlstrom Co., Inc.
- Sussner Construction, Inc.
- The Joseph Company, Inc.
- Tri-State General Contracting, Inc.

The base quote included a schedule that required contractors to complete the project by December 17, 2024. Alternate No. 1 included an alternative schedule requiring project completion by May 31, 2025. The one quote received was submitted by Brennan Construction of Minnesota, Inc., of Mankato, Minnesota, at 1:50 p.m. on October 29, 2024, and did not include a base quote number. The base quote included a schedule that required contractors to complete the project by December 17, 2024. Alternate No. 1 included an alternative schedule requiring completion by May 31, 2025. The Alternate No. 1 quote submitted by Brennan Construction was for \$213,000. A copy of the quote is enclosed for your records.

The Alternate No. 1 quote from Brennan Construction was above the estimate of \$175,000 and exceeds the threshold for soliciting quotes per Minnesota Bid Law. Because the submitted quote was over the threshold for quoted work, we are recommending that the City of Fairmont reject the quote and re-bid the project in one month, adjusting the scope (as noted below) and the schedule for a substantial completion date of June 30, 2025.

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**



In addition to the submitted quote amount being over \$175,000, we heard feedback from several potential contractors that they had concerns with the hazardous material abatement scope being included in the project. While Brennan Construction included this in their quote, we are recommending that this be pulled from the project and be executed separately to increase the number of potential quoters. Wold can assist in soliciting quotes for the hazardous material abatement.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "Jake Wollensak".

Jake Wollensak | AIA
Associate

Attachments

cc: Jonathan Loose, Wold

EM/GOV-MN-CITY-Fairmont/242131/_Admin/Letters/2024.11.12 Letter to Matthew York

SECTION 00 41 13
QUOTE FORM

THE PROJECT AND THE PARTIES

1.01 QUOTE TO:

- A. City of Fairmont
c/o Wold Architects and Engineers
Email to Wold and City of Fairmont
Attn: Jake Wollensak (jwollensak@woldae.com) and Matt York (myork@fairmont.org)

1.02 FOR:

- A. Project: Slyvania Bandshell Exterior Upgrades
- B. Project Number: 242131
401 Lake Avenue
Fairmont, Minnesota 56031

We have examined the Contract Documents for the proposed Slyvania Bandshell Exterior Upgrades as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

1.03 ACCEPTANCE

- A. Contractor agrees to complete the Project by December 17, 2024 (Base Quote), May 31, 2025 (Alternate No. 1).
- B. Each quote must include all costs for items required to complete all work, including all necessary material(s), overhead, profit and applicable taxes, freight, handling, installation, etc.
- C. Contractor is to submit shop drawings/sample panels/samples to Architect for approval prior to work on those items as noted in the project manual.
- D. The Contractor will apply for the building permit, but the Owner will pay for it.
- E. The cost of a Performance Bond and Labor and Material Bond in the amount of 100% of the quoted priced is included in the quote.
- F. The cost of liability insurance to meet current state statues is included in the quote. The Owner will carry "all-risk" property insurance.
- G. I understand final payment cannot occur until the following documents are provided:
- H. Minnesota Tax Form IC 134
- I. Consent of Surety to Final Payment AIA Document G707
- J. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706
- K. Contractor's Affidavit of Release of Liens, AIA Document G706A
- L. Return completed quote form to Wold Architects and Engineers on or before October 29, 2024 at 2:00 p.m. CST.
- M. I understand this quote may not be withdrawn for a period of thirty (30) days from the date quotes are due.

1.04 RESPONSIBLE CONTRACTOR COMPLIANCE

- A. By signing this quote form, I am an Owner or Officer of the firm name listed on the quote form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, subd. 3.

1.05 BASE QUOTE

- A. The Quoter agrees to perform all work including General, Mechanical and Electrical Construction for the **Base Quote Sum of:**
_____ Dollars \$ N/A
- B. **Alternate No. 1 - Provide a deduct cost or cost add** for completing work by May 31, 2025 in lieu of the base quote substantial completion date of December 17, 2024.
two hundred thirteen thousand Dollars \$ 213,000

1.06 QUOTE FORM SIGNATURE(S)

Brennan Construction of MN, Inc.
(Quoter- print the full name of your firm)
was hereunto affixed in the presence of:

Joe Brennan, President
(Authorized signing officer, Title)

(Signature)

SECTION 00 41 15
MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Brennan Construction of MN, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

- 1 The contractor:
 - a Is in compliance with workers' compensation and unemployment insurance requirements;
 - b Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - c Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - d Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
- 2 The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - a Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - b Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - c Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - d Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - e Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - f Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.
 - g Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;
- 3 The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
- 4 The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
- 5 The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
- 6 The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
- 7 All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

[Handwritten Signature]

By: Joe Brennan

Its: President

STATE OF Minnesota)

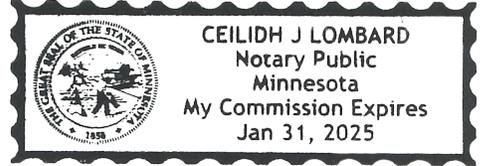
COUNTY OF Hennepin)

[Handwritten Signature]

Sworn to and subscribed to before me this 29th day of October, 2024.

Notary Public, Hennepin County, State of Minnesota

My Commission Expires: Jan. 31, 2025



END OF SECTION 00 41 15



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Brennan Construction Of Minnesota, Inc.
3255 Garfield Ave
Suite 200
Minneapolis, MN 55408

SURETY:

(Name, legal status and principal place of business)

Frankenmuth Insurance Company
One Mutual Avenue

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City Of Fairmont

Frankenmuth, MI 48787

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Project No. 242131 - Sylvania Bandshell Exterior Upgrades

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of October, 2024



(Witness)



(Witness)

Brennan Construction Of Minnesota, Inc.

(Principal) (Seal)

(Title) Joe Brennan, President
Frankenmuth Insurance Company

(Surety) (Seal)

(Title) Attorney-in-Fact Troy A. Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
)
County of _____)

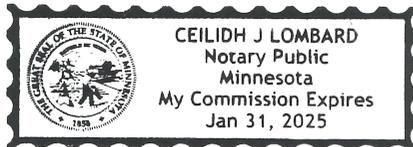
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
)
County of Hennepin)

On this 29th day of October, in the year 2024, before me personally come(s) Joe Brennan, to me known, who, being duly sworn, deposes and says that he/she is the President of the Brennan Construction of MN, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



C. Lombard
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
)
County of Dakota)

On this 25th day of October, in the year 2024, before me personally come(s) Troy A. Staples, Attorney(s)-in-Fact of Frankenmuth Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Frankenmuth Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Toni L. Ferrill
Notary Public

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Zachary Pate, Troy A. Staples, Jennifer M. Boyles

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of November, 2023.



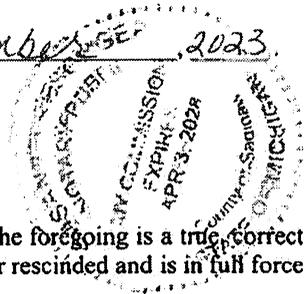
Frankenmuth Insurance Company
By Andrew H. Knudsen
Andrew H. Knudsen
President, Chief Operating Officer and Secretary

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

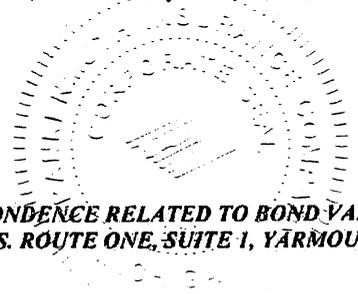
IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 17 day of November, 2023.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 25th day of October, 2024.



Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



STAFF MEMO

Prepared by: Matthew R. York, Public Works/Utilities Director	Meeting Date: 11/18/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.2
Reviewed by: Matt Skaret, Administrator	Item: Consideration of Advertising for Bids for the Gomsrud Park - North Parking Lot Project		
Presented by: Matthew R. York, Public Works/Utilities Director	Action Requested: Motion to Authorize Staff to Advertise for Bids for the Gomsrud Park - North Parking Lot Project on or around December 9, 2024		
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:		

PREVIOUS COUNCIL ACTION

Bolton & Menk were hired on February 27, 2023, as designers on the Gomsrud Park Project. Approved Plan on June 6, 2024

July 22, 2024- A motion was approved rejecting bids and re-bidding in the Fall of 2024

REFERENCE AND BACKGROUND

At the special City Council meeting on June 6, 2024, the City Council approved a project design for the North Parking Lot at Gomsrud Park. At a previous meeting, the City Council also approved the trail portion of the Project as an ALTERATIVE BID.

On July 16, 2024, at 10:00 AM, City staff and Staff from Bolton and Menk opened bids for this project. There were two bidders, OMG Midwest, Inc. (dba Minnesota Paving and Materials) and M.R. Paving and Excavating. After reviewing the bid documents, the apparent low bidder was OMG Midwest, Inc.

City Council approved option #4 at the July 22, 2024, meeting to Reject Bids and Direct Staff to rebid this Fall for the *Summer Project (beginning approximately July 7, 2025)*.

Staff is requesting that the City Council approve releasing bid documents on/near December 9th to put this project back out for bid. With the holidays and getting actual 2025 pricing information from the contractors, the bid opening will be January 21, 2025. This will allow the bids to be presented at the January 27, 2025 meeting.

BUDGET IMPACT

Current Budget for this Project is \$1,060,000

Engineering Design Cost = \$162,000

Construction Management is unknown and dependent upon project chosen.

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Matthew R. York, Public Works/Utilities Director	Meeting Date: 11/18/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.3
Reviewed by: Matt Skaret, Administrator	Item: Consideration of a Street Light Installation Request – Cadillac Avenue		
Presented by: Matthew R. York, Public Works/Utilities Director	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:		

PREVIOUS COUNCIL ACTION

Approval of Street Light Policy on September 23, 2024

REFERENCE AND BACKGROUND

After the City Council approved the Street Light Policy on September 23, 2024, I reached out to Robert Millette from 1611 Cadillac Ave who had originally requested the Street Light be installed.

The approved steps were completed as follows:

- 1) Petition needs to be approved by 25% of Homes – 67% (6 out of 9 homes) signed the petition.
- 2) City Staff Survey must meet 51% of homes requesting Street Light – 56% (5 out of 9 homes) replied to the Survey. An additional vote for the street light was received on 11/8, as the resident stated they didn't get the letter until 11/5/24.

Upon dropping of the initial petition, Mr. Millette stated that that while he would like one streetlight, he believes 2 streetlights would be better.

Having 56% of the homes respond in favor of the streetlight triggered the City to survey the area to select the proper location. Per the policy, the streetlight should be no less than 200 feet and no more than 300 feet from a current pole.

As part of the process, the residents must initiate a location where the streetlight needs to be located. Mr. Millette's initial thought was the utility pole approximately 122 feet from the Street Light at the intersection of Cadillac and Lair. That pole is approximately 260 feet from the Street Light at the intersection of Cadillac and Lakeview. With this location, the existing pole does not meet the minimum 200 foot distance requirement standards set in the Policy. While he did not state the location of the 2nd pole, he did show the middle of the block as an option. The location that he stated on the mid-block is 1616 Cadillac, and that residence did not reply to the survey from the City.

Due to the street being only 322 feet in length, any location on this street will not meet the standards set by the policy.

Attached is a worksheet that looks at the location of the potential streetlights and how that location works with the City Policy. Staff's analysis of the proposed locations show they do not meet the letter of the policy. Given these circumstances, City Council needs to answer the following questions:

- 1) Does the City Council want to deviate from the Streetlight Policy and place a streetlight in a location that is outside the policy?

If the answer to #1 is in the affirmative, the following question needs to be answered:

- 2) Should the City install two Streetlights as verbally requested by Mr. Millette?

BUDGET IMPACT

Cost of New Pole Installation and Streetlight = Approximately \$1000 plus 5 Hours of Labor

Cost of Installation on existing pole = Approximately \$250 plus ½ hour labor

SUPPORTING DATA/ATTACHMENTS

Map and Explanation

Worksheet

Street Light Policy



From Current Streetlight on Lair Road to Current Streetlight on Lakeview = 385 Feet
Existing Pole without Streetlight on Cadillac to Streetlight on Lair Road = 142 Feet
New Pole Location to Lakeview Street Light = 119 Feet

-  = Current Streetlight
-  = Current Pole
-  = Possible New Location

Cadillac Ave Street Light

Initial Petition - Over 25% of Residents	Yes
Staff Initiated Survey - Above 50%	Yes
Location of Streetlights (Intersection, Cul-de-Sac, Mid-Block)	MidBlock
Existing Pole - w/o Streetlight (205 Lair Rd - Side yard)	No
Distance from Street Light #1 (Lair Rd)	143'
Distance from Street Light #2 (Lakeview)	246'
New Location - (1616 Cadillac)	No
Distance from Street Light #1 (Lair Rd)	262'
Distance from Street Light #2 (Lakeview)	119'
Request for Multiple Streetlights	No
Doesn't meet spacing requirements	

Intersections - In order to provide lighting within the intersection area of two local streets, a light pole will be installed on one corner of an intersection or opposite the intersection in the case of a T-intersection.

Cul-de-Sac - A light pole will be installed within the cul-de-sac bulb when the cul-de-sac street is longer than 200 feet measured from the intersection of the intersecting streets to the center of the cul-de-sac bulb.

Mid-Block - A minimum number of mid-block streetlights will be installed in order to achieve a desired pole spacing of approximately 250 feet. The maximum spacing between lights should not exceed 300 feet and the minimum spacing between lights should not be less than 200 feet unless otherwise approved by the Public Works & Utilities Director. Lights should be located on or near a property line and not in front of residences, if avoidable.



**Department of Public Works
and Utilities
Street Light Policy**

Adopted September 23, 2024

Request for Street Lights

Residents may petition for streetlights to be installed on their block. The petition must include all properties within 200 feet of the proposed Street Light (See Appendix 1 for example)

The petition's threshold must incorporate at least a 25% affirmative response rate from that block (i.e., if there are 10 homes, 3 must sign the petition).

Once the petition has been submitted, staff will survey the entire block to gauge the interest of all residents moving forward. If there is a consensus (i.e. 6 out of the 10 homes responded affirmatively, no response shall count as a no) for installation amongst the majority (51%) of the block Public Works will research the cost as well as the feasibility of installation (are there utility conflicts that prevent installation of poles or wiring ducts, are we able to obtain easements, are there funds available, is there power present to hook up the lights).

Once this information has been compiled, it will be presented to the City Council for approval or denial.

The process shall be the same as above for any request to remove a street light.

Residential Street Light Guidelines

City policy is not to continuously light local streets, therefore lighting along local streets does not provide specific maintained light averages and uniformity ratios. The purpose of local street lighting is to provide enough light on the street to enhance the safety of the street users but to avoid over lighting the area.

All streetlights on local streets will be installed in conformance with the following basic guidelines.

At Intersections: In order to provide lighting within the intersection area of two local streets, a light pole will be installed on one corner of an intersection or opposite the intersection in the case of a T-intersection.

Within Cul-de-Sac Bulb: A light pole will be installed within the cul-de-sac bulb when the cul-de-sac street is longer than 200 feet measured from the intersection of the intersecting streets to the center of the cul-de-sac bulb.

Mid-block Streetlights: A minimum number of mid-block streetlights will be installed in order to achieve a desired pole spacing of approximately 250 feet. The maximum spacing between lights should not exceed 300 feet and the minimum spacing between lights should not be less than 200 feet unless otherwise approved by the Public Works & Utilities Director. Lights should be located on or near a property line and not in front of residences, if avoidable.



100 Downtown Plaza
 Fairmont, MN 56031
 Phone – 507-238-3942
 Fax – 507-238-9469

STREET LIGHT PETITION FORM

This petition is to ask for consideration of installing a streetlight near the following location: _____

Please include a map of the affected areas as part of this petition (you may include multiple pages, if necessary)

Reminder – the Property Owner* needs to sign the Petition, not a resident (if rent/leased)

Name of Property Owner	Signature	Date	Property Address

RETURN SIGNATURES AND AFFIDAVIT TO THE PUBLIC WORKS DIRECTOR (100 DOWNTOWN PLAZA)

* - Property Owner Information can be found at <https://beacon.schneidercorp.com>. Search under Minnesota and Martin County

AFFIDAVIT

STATE OF MINNESOTA, COUNTY OF MARTIN

I, _____, do hereby certify that I have circulated this petition, that I reside at _____, in the City of Fairmont, in the State of Minnesota, and that the signatures on this sheet were signed in my presence, on the date set for after the signatures, and that they are genuine.

Signature of the person making the Affidavit

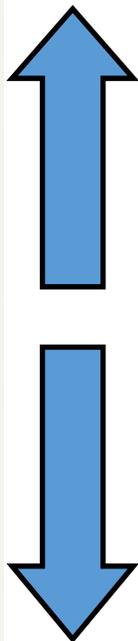
Signed and sworn to by _____ before me, this _____ day of _____, 20____

My commission expires on _____

Notary Public _____

Appendix 1

Example of Homes that would be part of Petition



Light at Parcel 232370310. Got to the North 200 Feet and to the South 200 Feet. All parcels on either side of the street are required to be part of the Petition Area.

Street Light Location is the 

Houses surveyed for the Petition are within the 



STAFF MEMO

Prepared by: Bryan Kastning, Fire Chief	Meeting Date: 11/18/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.C.1
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Update the Minnesota Middle 9 Mutual Aid Agreement for Fire and Emergency Services		
Presented by: Bryan Kastning, Fire Chief	Action Requested: Motion to Approve the Updated Minnesota Middle 9 Mutual Aid Agreement for Fire and Emergency Services		
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

Our current Mutual Aid agreement with 8 other Fire Departments in the area does not expire but is to be reviewed every 10 years. In review of the current agreement with the fellow agencies, we found there was no fee schedule for billing or a time period list of when we could start billing the requesting agency. The new updated agreement has provisions that address those items.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Minnesota Middle 9 Mutual Aid Agreement

Minnesota Middle 9 Mutual Aid Agreement

Purpose

This Agreement is made pursuant to Minnesota Statutes, Section 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this Agreement is to make equipment, personnel and other resources available to governmental units from other governmental units.

Definitions

1. "Party" means a governmental unit as defined by Minnesota Statutes, Section 471.59, subd. 1. "Parties" shall collectively mean more than one Party.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a Party that requests Assistance from other Parties.
4. "Responding Official" means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide Assistance to a Requesting Party.
5. "Responding Party" means a Party that provides Assistance to a Requesting Party.
6. "Assistance" means (Check the type of assistance that will be provided):
 - Fire and/or emergency services personnel and equipment

Procedure

1. **Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party to furnish Assistance.
2. **Response to Request.** Upon the request for Assistance from a Requesting Party, the Responding Official may authorize and direct that Party's personnel to provide Assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.
3. **Recall of Assistance.** The Responding Official may at any time recall such Assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. **Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws Assistance.

Workers' compensation

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Damage to equipment

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Liability

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party.
2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.

For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.

The intent of this subdivision is to impose on each Requesting Party a duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

3. No party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling Assistance, both as described in this Agreement.

Charges to the Requesting Party

1. No charges will be levied by a Responding Party to this Agreement for Assistance rendered to a Requesting Party under the terms of this Agreement unless that Assistance continues for a period of more than 8 hours. If Assistance provided under this Agreement continues for more than 8 hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial 8-hour period, including salaries, overtime, materials and supplies and other necessary expenses. The Requesting Party will reimburse the Party providing the Assistance for that amount.

The billing rate will be the current DNR billing rates. Until the DNR tables include aerial equipment, they will be billed the same as a Structure Engine 1.

2. Such charges are not contingent upon the availability of federal or state government funds.

Duration

This Agreement will be in force for a period of 10 years from the date of execution. It will be reviewed by the Middle 9 Mutual Aid association at 5 years. Any Party may withdraw from this Agreement upon thirty (30) days written notice to the other Party or Parties to the Agreement.

Execution

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Entity / City	Title	Name	Signature	Date
Alpha				
Blue Earth				
Ceylon				
Dunnell				
Fairmont				
Granada				
Jackson				
Lewisville				
Northrop				
Sherburn				
Trimont				
Truman				
Welcome				
Winnebago				



STAFF MEMO

Prepared by: Peter Bode, Planner & Zoning Official	Meeting Date: 11/18/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.C.2
Reviewed by: Matt Skaret, Administrator	Item: Consideration of Proposed Ordinance 2024-05		
Presented by: Peter Bode, Planner & Zoning Official	Action Requested: Motion to Approve the First Consideration of Proposed Ordinance 2024-05: An Ordinance Amending Fairmont City Code, Chapter 26 – Zoning		
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: Approval		

REFERENCE AND BACKGROUND

In 2023 and 2024 the Minnesota State Legislature established and updated Chapter 342 of State Statute legalizing the cultivation, manufacture, retail sale, and consumption of cannabis products across the state. The new cannabis law allows cities to regulate the time, place, and manner of these activities within reason but does not allow cities to prohibit cannabis products outright. Under the law, the City will need to adopt our cannabis ordinances before January 1, 2025 – which is the day under the law the City must start accepting registrations for new cannabis businesses in our community.

A third draft of the ordinance is included in your packet for review. Staff received comments during a public comment period and then the Planning Commission held a public hearing November 12, 2024. The Planning Commission recommends the third draft of the ordinance with two changes from the second draft:

1. Removed the 1,000-foot buffer requirement for outdoor cultivation of cannabis from land zoned or used for residential purposes.

Commission rationale: 1,000 feet appears arbitrary for cannabis growing in a region where pigs and crops are commonly grown; and odor will already be controlled by another condition at the property line.

2. Removed the 500-foot buffer for cannabis retail businesses from parks.

Commission rationale: The City has many parks, some close to business corridors, and this means that cannabis businesses could be overly-restricted along these corridors – including the shopping mall area along S State St and Blue Earth Ave. Schools, daycares, and residential treatment facilities appear to me more sensitive to nearby cannabis businesses than parks.

SUPPORTING ATTACHMENTS

- Ordinance 2024-05
- Planning Commission Resolution 2024-5
- Staff background memos

AN ORDINANCE AMENDING FAIRMONT CITY CODE, CHAPTER 26 ZONING TO ADD A NEW ARTICLE XII CANNABIS AND HEMP BUSINESS REGULATIONS

THE CITY OF FAIRMONT DOES ORDAIN:

SECTION 1. That Chapter 26: Zoning of the City Code of the City of Fairmont is hereby amended to add a new Article XII under Chapter 26 as follows:

Chapter 26, Article XII Cannabis and Hemp Business Regulations

Sec. 26-1000 Generally

The purpose of this article is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the city to protect the public health, safety, welfare of the city’s residents by regulating cannabis and hemp businesses within the legal boundaries of the city.

26-1001 Jurisdiction

This ordinance shall be applicable to the legal boundaries of the City of Fairmont.

26-1002 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

26-1003 Enforcement

The Zoning Official or their designee is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

26-1004 Definitions

Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

- (1) *Cannabis Cultivator* means a cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant; harvest cannabis flower from mature plant; package and label immature plants, seedlings, and/or cannabis flower for sale to other cannabis businesses; transport cannabis flower to a cannabis manufacturer located on the same premises; and perform other actions approved by the office.
- (2) *Cannabis Deliverer* means a cannabis business licensed to purchase cannabis flower, cannabis products, and hemp products, including lower-potency hemp edibles, from retailers or cannabis business with retail endorsements for transport and delivery to customers.
- (3) *Cannabis Manufacturer* means a cannabis business licensed to manufacture cannabis products

and hemp products, and package such products for sale to a licensed cannabis retailer.

- (4) *Cannabis Retail Business* means a retail location and the retail location(s) of a mezzobusiness with a retail operations endorsement, microbusiness with a retail operations endorsement, and medical combination business operating a retail location.
- (5) *Cannabis Retailer* means any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
- (6) *Cannabis Wholesaler* means a cannabis business licensed to purchase and sell immature cannabis plants and seedlings, cannabis flower, cannabis products, and hemp products, including lower-potency hemp edibles, from another licensed cannabis business, as well as import hemp-derived consumer products and lower-potency hemp edibles.
- (7) *Cannabis Transporter* means a cannabis business licensed to transport immature cannabis plants and seedlings, cannabis flower, cannabis products, and hemp products to licensed cannabis businesses.
- (8) *Daycare* means a location licensed with the Minnesota Department of Human Services to provide the care of a child outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
- (9) *Hemp Manufacturer* means a hemp business licensed to manufacture artificially derived cannabinoids as well as lower-potency hemp edibles for public consumption and package such lower-potency hemp edibles for sale to costumers. Hemp manufacturers may also sell hemp concentrate, artificially derived cannabinoids, and lower-potency hemp edibles to other cannabis businesses and hemp businesses.
- (10) *Lower-potency Hemp Edible* means a hemp product as defined under M.S. § 342.01 subd. 50.
- (11) *Lower-potency Hemp Edible Retailer* means a hemp business licensed to sell lower-potency hemp edibles to consumers.
- (12) *Office of Cannabis Management* means the Minnesota Office of Cannabis Management, referred to as “OCM” in this ordinance.
- (13) *Preliminary License Approval* means an OCM pre-approval for a cannabis business license for an applicant who qualifies under Minn. Stat. 342.17.
- (14) *Residential Treatment Facility* means a facility as defined under Minn. Stat. 245.462 subd. 23.
- (15) *Retail Registration*: An approved registration issued by the City of Fairmont to a state- licensed cannabis retail business.
- (16) *School* means a public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
- (17) *State License* means an approved license issued by the State of Minnesota’s Office of Cannabis Management to a cannabis retail business.
- (18) *Testing Facility* means a cannabis business licensed to obtain and test immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from licensed cannabis businesses.

26-1005 Buffer Requirements

The following buffers are measured from the cannabis business’s property line.

- (1) The city shall prohibit the operation of a cannabis business within 500 feet of a school.
- (2) The city shall prohibit the operation of a cannabis business within 500 feet of a daycare.
- (3) The city shall prohibit the operation of a cannabis business within 500 feet of a residential treatment facility.
- (4) The city shall prohibit the operation of a cannabis business within 300 feet of another cannabis retail business.

Pursuant to Minn. Stat. 462.367 subd. 14, nothing in this section shall prohibit an active cannabis business or a cannabis retail business requiring registration from continuing operation at the same site if a school, daycare, residential treatment facility, or an attraction within a public park that is regularly used by minors moves within the minimum buffer zone.

26-1006 Permitted and Conditional Land Uses

Cannabis businesses are allowed as land uses in the following zoning districts, subject to the buffer requirements of 26-1005 and the applicable conditional standards of 26-1007 and 26-1008:

Type of business	Districts permitted by right	Districts permitted as conditional
Cannabis Cultivator		Agriculture-transition (A) Heavy Industrial (I-2) Light Industrial (I-1)
Cannabis Manufacturer		Heavy Industrial (I-2) Light Industrial (I-1) General Business (B-3)
Hemp Manufacturer		Heavy Industrial (I-2) Light Industrial (I-1) General Business (B-3)
Cannabis Wholesaler		Heavy Industrial (I-2) Light Industrial (I-1) General Business (B-3)
Cannabis Retailer	General Business (B-3)	Light Industrial (I-1)
Lower-potency Hemp Edible Retailer	General Business (B-3)	Light Industrial (I-1)
Cannabis Transporter	Heavy Industrial (I-2) Light Industrial (I-1) General Business (B-3)	
Cannabis Deliverer	Heavy Industrial (I-2) Light Industrial (I-1) General Business (B-3)	
Testing Facility	Heavy Industrial (I-2) Light Industrial (I-1) General Business (B-3)	

26-1007 Conditional Use General Standards

Cannabis business types operating in districts where the use is permitted as conditional must follow the process contained within and meet the general standards of City Code Chapter 26 Article II Division 4 Conditional Use Permits.

26-1008 Conditional Use Specific Standards

Cannabis business types operating in districts where the use is permitted as conditional are subject to the following standards:

(a) Cannabis Cultivator

(1) In an Agriculture-transition (A) district:

- a. Odor emanating from the use must not be discernable from the property line of the permitted parcel.
- b. The business must be secured through proper security measures and controls in compliance with M.S. Ch. 342 and associated Minnesota Rules.

(2) In a Heavy Industrial (I-2) district:

- a. Outdoor cultivation is prohibited.
- b. Odor emanating from the use must not be discernable from the property line of the permitted parcel.
- c. The business must be secured through proper security measures and controls in compliance with M.S. Ch. 342 and associated Minnesota Rules.

(3) In a Light Industrial (I-1) district:

- a. Outdoor cultivation is prohibited.
- b. Odor emanating from the use must not be discernable from the property line of the permitted parcel.
- c. The business must be secured through proper security measures and controls in compliance with M.S. Ch. 342 and associated Minnesota Rules.

(b) Cannabis Manufacturer

(1) In a Heavy Industrial (I-2) district:

- a. Odor emanating from the use must not be discernable from the property line of the permitted parcel.
- b. The business must be secured through proper security measures and controls in compliance with M.S. Ch. 342 and associated Minnesota Rules.
- c. The use must meet the off-street parking and off-street loading requirements of City Code Chapter 26 Article VIII.

(2) In a Light Industrial (I-1) district:

- a. Odor emanating from the use must not be discernable from the property line of the permitted parcel.

- b. The business must be secured through proper security measures and controls in compliance with M.S. Ch. 342 and associated Minnesota Rules.
- c. The use must meet the off-street parking and off-street loading requirements of City Code Chapter 26 Article VIII.

(3) In a General Business (B-3) district:

- a. Odor emanating from the use must not be discernable from the property line of the permitted parcel.
- b. The business must be secured through proper security measures and controls in compliance with M.S. Ch. 342 and associated Minnesota Rules.
- c. The use must meet the off-street parking and off-street loading requirements of City Code Chapter 26 Article VIII.

(c) Hemp Manufacturer

(1) In a Heavy Industrial (I-2) district:

- a. Odor emanating from the use must not be discernable from the property line of the permitted parcel.
- b. The use must meet the off-street parking and off-street loading requirements of City Code Chapter 26 Article VIII.

(2) In a Light Industrial (I-1) district:

- a. Odor emanating from the use must not be discernable from the property line of the permitted parcel.
- b. The use must meet the off-street parking and off-street loading requirements of City Code Chapter 26 Article VIII.

(3) In a General Business (B-3) district:

- a. Odor emanating from the use must not be discernable from the property line of the permitted parcel.
- b. The use must meet the off-street parking and off-street loading requirements of City Code Chapter 26 Article VIII.

(d) Cannabis Wholesaler

(1) In a Heavy Industrial (I-2) district:

- a. The business must be secured through proper security measures and controls in compliance with M.S. Ch. 342 and associated Minnesota Rules.

(2) In a Light Industrial (I-1) district:

- a. The business must be secured through proper security measures and controls in compliance with M.S. Ch. 342 and associated Minnesota Rules.

(3) In a General Business (B-3) district:

- a. The business must be secured through proper security measures and controls in compliance with M.S. Ch. 342 and associated Minnesota Rules.

(e) Cannabis Retailer

(1) In a Light-Industrial (I-1) district:

- a. The use must operate in a manner which is compatible with nearby light industrial uses and shall not be dissimilar in traffic generation, hours of operation, or service utility usage.

(f) Lower-potency Hemp Edible Retailer

(1) In a Light-Industrial (I-1) district:

- a. The use must operate in a manner which is compatible with nearby light industrial uses and shall not be dissimilar in traffic generation, hours of operation, or service utility usage.

Secs. 26-1009—26-1030. - Reserved.

SECTION 2: This Ordinance shall take effect immediately after its publication.

Passed by the City Council of the City of Fairmont, Minnesota, this ____ day of _____ 2024.

Mayor

ATTEST:

City Clerk

First Reading:

Date: _____

Ayes: _____

Nays: _____
Absent: _____
Abstain: _____

Second Reading:

Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

Published:

Date: _____

CITY OF FAIRMONT
PLANNING COMMISSION
RESOLUTION 2024-5

RECOMMENDING APPROVAL OF A ZONING ORDINANCE TO REGULATE CANNABIS AND HEMP BUSINESSES

Whereas, the State of Minnesota has established and updated Chapter 342 of State Statute legalizing the cultivation, manufacture, retail sale, and consumption of cannabis products across the state; and

Whereas, State Statute grants cities in Minnesota the ability to place reasonable restrictions on the time, place, and manner of cannabis businesses; and

Whereas, under State Statute the City must begin accepting applications for new cannabis businesses on January 1, 2025; and

Whereas, City staff have drafted and recommend approval of an ordinance to provide for regulation of cannabis businesses under the zoning code; and

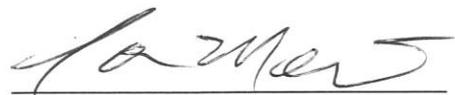
Whereas, a public comment period was held from October 31, 2024 to November 7, 2024 during which the proposed ordinance was available for review and comment; and

Whereas, the Fairmont Planning Commission has reviewed the proposed ordinance and held a public hearing on the topic November 12, 2024.

Now therefore, be it resolved by the Fairmont Planning Commission that it finds the proposed ordinance to regulate cannabis and hemp businesses is in the best interest for physical development of the city.

Be it further resolved by the Fairmont Planning Commission that it recommends to the Fairmont City Council that the proposed ordinance to regulate cannabis and hemp businesses be approved.

Passed and adopted by the Planning Commission of the City of Fairmont on this 12th day of November, 2024.



Planning Commission Chair

Attest:



Planner



MEMORANDUM

TO: City Residents, Mayor, City Council, Planning Commission
FROM: Peter Bode, Planner & Zoning Official
DATE: October 31, 2024
RE: **Background & Summary of Proposed Cannabis Zoning Regulations**

In 2023 and 2024 the Minnesota State Legislature established and updated Chapter 342 of State Statute legalizing the cultivation, manufacture, retail sale, and consumption of cannabis products across the state. The new cannabis law allows cities to regulate the time, place, and manner of these activities within reason but does not allow cities to prohibit cannabis products outright. The Office of Cannabis Management (OCM) was established by the law and is responsible for issuing cannabis licenses on a state level and providing model ordinances for cities to use locally.

The cannabis ordinance models given to us by OCM provide some flexibility for the City of Fairmont to fashion our own local ordinances around the needs of our community. On behalf of the Planning & Zoning Department, the Community Development Division, and City staff, I am excited to share a first draft of the zoning regulations we propose to keep the City in compliance with State Statute while also providing basic safeguards for our community. Under the law, the City will need to adopt our cannabis ordinances before January 1, 2025 – which is the day under the law the City must start accepting registrations for new cannabis businesses in our community.

I look forward to your comments on the first draft as we approach the Planning Commission and City Council approval process.

Summary

The first draft of the cannabis zoning ordinance would:

- Establish that the City recognizes its responsibility and authority to regulate cannabis uses under the law **(26-1000)**
- Provide buffer requirements, which are the required distances cannabis businesses must be located away from sensitive uses like schools, daycares, and the like **(26-1001)**
 - There is some flexibility in the buffer distances we can set. Proposed in this draft are generally 500 feet, which is about a city block and a half
- Provide an easy-to-reference table for business owners to determine which uses are permitted (requiring no Planning Commission or City Council approval, but still requiring zoning or building permits as needed) or conditional (requiring a Conditional Use Permit (CUP)) **(26-1002)**
 - Some uses have been identified as permitted because they fit closely to the noted zoning districts and should not need additional consideration or conditions
 - Uses which have been identified as conditional in their noted zoning districts have been because additional conditions should be considered to ensure compatibility with nearby uses
- Provide standards for CUPs to be granted in certain zoning districts including distance of outdoor cultivation from residences, control of odor, and adequate site security provisions **(26-1002.2)**
- Limit retail sales to the hours of 10:00 a.m. to 9:00 p.m. **(26-1003)**
- Prohibit the use or consumption of cannabis in public places or places of public accommodation **(26-1004)**



MEMORANDUM

TO: City Residents, Mayor, City Council, Planning Commission
FROM: Peter Bode, Planner & Zoning Official
DATE: November 12, 2024
RE: Summary of Second Draft of Cannabis Zoning Regulations

Preceding the Planning Commission public hearing November 12, 2024 to review the proposed cannabis zoning regulations, a public comment period including early Commission, City Council, and resident comment was held from October 31, 2024 to November 7, 2024. Comments received during this time are appreciated and will result in a better ordinance.

A second draft the regulations has been prepared which incorporates city attorney revisions and received comments.

Summary of Changes

- Re-numbered sections throughout the ordinance to be easier to navigate. There are now only whole numbers for sections.
- Cleaned up the administration and jurisdiction language at the beginning of the ordinance per the city attorney's revisions based on ordinance drafting best practices.
- Made several grammatical changes to definitions and terms throughout the ordinance – most notably changing the tense of types of businesses to be consistent throughout. For example, "Cannabis Retail" is now "Cannabis Retailer" throughout the ordinance.
- Updated the definition of "Daycare" to mean any use licensed by DHS, either in-home or center.
- Added language regulating lower-potency hemp edibles and testing facilities, two minor uses which fit well into our districts and the overall regulation language.
- Did NOT change any buffer distances. 300 or 500 feet is the maximum distance we can set for sensitive uses, except for schools. This draft keeps a 500-foot buffer from schools but this can be increased by the Commission or Council to 1,000 feet. I recommend keeping the 500 foot buffer from schools because extending this further would mean much of Blue Earth Avenue and State Street, common business corridors, would fall under the buffer.
- Removed sections regulating hours of operation and use in public places. The city attorney has advised moving these to the business regulations ordinance and not making them part of the zoning code. Received comments about these sections have been relayed to staff working on the business regulations.



STAFF MEMO

Prepared by: Matt Skaret, Administrator	Meeting Date: 11/18/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.C.3
Reviewed by:	Item: Consideration of a Memorandum of Understanding with Region Nine Development Commission on Energy and Environmental Resiliency		
Presented by: Matt Skaret, Administrator	Action Requested: Motion to Approve a Memorandum of Understanding with Region Nine Development Commission on an Energy and Environmental Resiliency (EER) Plan		
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 Region Nine Development Commission has received an Energy Efficiency and Conservation Block Grant (EECBG) from the Federal Government. They approached me about utilizing this funding in Fairmont. In discussion, we determined the best way Fairmont could utilize these funds would be to develop a community Energy Resiliency Plan to identify and address how a changing climate and new energy technologies are and will impact our community. Region Nine is requesting Council approve the enclosed Memorandum of Understanding prior to the start of the project.

The planning process will investigate a wide range of environmental factors in Fairmont which will include, but are not limited to, energy costs, flooding, and environmental disaster preparedness. Ultimately, this project will provide Fairmont and its community leaders with an implementation plan to be prepared to apply for or access future funding opportunities. The costs associated with this project, including staff time of the Region Nine Development Commission, will be funded through the aforementioned grant. The total value of the grant is \$12,250.

The project would be phased as described below:

Planning Committee Development: We will work with city staff to develop a new ad hoc committee to guide this planning process. The committee should include city staff, elected officials, residents, and local stakeholders.

Survey Development and Deployment: For our survey we will seek input from the planning committee and research surveys from other energy and environmental resilience plans. The survey will be offered online via Survey Monkey, through a paper version, and will be translated into relevant languages. This survey will be shared through applicable methods as identified by the planning team.

City Department Engagement: We will engage with city departments to identify issues and opportunities for internal action. Engagement will consist of education on changing weather patterns, state and federal energy goals, and emerging technologies.

Business Engagement: We will host a business roundtable to identify business community opportunities and challenges related to energy and environmental resilience. The event will also support local businesses in connecting with available resources.

GIS Analysis and Figure Assembly: We will utilize existing data sources to compile comprehensive visual narratives depicting energy and environmental concerns and opportunities within Fairmont. This may include analyzing impervious surfaces, flood zones, and suitability for solar development. Once these figures are assembled, they will be presented to the planning team and integrated into the project implementation guide.

Create Project Implementation Guide: This implementation guide will provide project ideas that stem from community input, conversations with the planning team, and climate resilient best practices. Each project idea will have an identified implementer, a list of possible funding sources, and a list of relevant technical assistance service providers.

BUDGET IMPACT

Costs related to public hearings and corresponding publications and notifications.

SUPPORTING DATA/ATTACHMENTS

Memorandum of Understanding

Draft Energy and Environmental Resiliency Plan Proposal

Energy Efficiency and Conservation Block Grant Powerpoint

Memorandum of Understanding Between

Region Nine Development Commission and the City of Fairmont

This Contract for Services, made this of November 2024, is by and between City of Fairmont, hereinafter referred to as FAIRMONT, and Region Nine Development Commission, hereinafter referred to as RNDC.

The purpose of this contract is to provide a mutual understanding concerning the services to be rendered to FAIRMONT by RNDC.

SECTION I: DESCRIPTION OF SERVICES

RNDC hereby agrees to research and create an Energy and Environmental Resiliency (EER) Plan for the City of FAIRMONT that meets the contractual expectations outlined by the EECBG grant award. Services to be rendered include but are not limited to

- A. Develop and conduct survey outreach to solicit input from residents, businesses, and stakeholders within the city.
- B. Conduct interviews with key stakeholders including residents, businesses, and organizations that focus on current energy and environmental issues in FAIRMONT.
- C. Moderate community input sessions.
- D. Perform an analysis of local ordinances, state and federal policy, and local environmental and energy related data to outline their impact on the city.
- E. Develop a project implementation guide that is based on community input and best practices. The guide will identify local implementers and funding sources.
- F. Analyze data, draft a report, and present it for public review.
- G. Incorporate changes from public review and submit for formal adoption by the FAIRMONT City Council.

SECTION II: DESCRIPTION OF FAIRMONT'S RESPONSIBILITIES

FAIRMONT agrees to:

- A. Appoint a primary contact for this project.
- B. Identify city officials and community members for a planning committee
- C. Provide RNDC with specific information, plans, resolutions, and documents as needed to complete RNDC's services.
- D. Schedule, conduct, mail, and print information for public hearings/meetings as required and assure that all publication and notification requirements are met.

- E. Pay for all costs related to public hearings and corresponding publications and notifications.

SECTION III: CONTRACT PERIOD

- A. This contract is effective from November __, 2024 to November 1, 2025.
- B. Dates are contingent upon timely response from FAIRMONT to RNDC.
- C. The period for this contract may be amended upon request and signed approval by both FAIRMONT and RNDC.

SECTION IV: COMPENSATION FOR SERVICES

- A. All work performed under this contract shall be funded by the Energy Efficiency and Conservation Block Grant (EECBG) funds awarded to the RNDC.
- B. RNDC shall provide services up to or not to exceed \$12,250 in value including staff time, mileage, and associated costs to complete this plan.

SECTION V: TERMS AND CONDITIONS

A. Qualifications

RNDC represents that it is qualified and willing to perform the services set forth herein.

B. Amendments

Any alterations, variations, modifications, or waivers of terms of this agreement shall be binding upon FAIRMONT and RNDC only upon being reduced to writing and being signed by a duly authorized representative of FAIRMONT and of RNDC.

C. Assignment

RNDC represents that it will utilize only its personnel in the performance of the services set forth herein, and further agrees that it will neither assign, transfer, or subcontract any rights or obligations under this agreement without prior written consent of FAIRMONT.

D. Data and Copyright

- a. All reports, data, information, documentation, and material given to or prepared by RNDC pursuant to this agreement will be confidential and will not be released by RNDC during the contract period without prior authorization from FAIRMONT.
- b. No reports, maps, data, commentaries, or other documentation produced in whole or in part under this agreement will be subject of an application for copyright by or on behalf of RNDC or RNDC's agents or personnel.

E. Compliances

RNDC agrees to abide by and assures that no person shall on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, age, political beliefs or in any other manner that violates state or federal law be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in connection with the operations of this contract.

F. Financial Records

RNDC agrees that it will establish and keep for a period of three years following the receipt of payment from the final invoice for services performed hereunder such financial records as will fully disclose the amount and disposition of the funds received pursuant to this contract.

G. Termination

- a. If either party shall fail to fulfill its obligations hereunder, or shall violate any terms of this contract, the other party shall have the right to terminate this contract by giving written notice to the defaulting party at least thirty (30) days prior to termination. Such written notice shall specify the nature of the default.
- b. In the event of the termination of this contract prior to normal completion, all finished or unfinished documents, data, studies, surveys, drawings, maps, photographs, and reports prepared by RNDC in carrying out the work tasks hereunder shall become property of FAIRMONT. RNDC shall be entitled to receive from FAIRMONT the reasonable value of such materials. In addition, FAIRMONT shall pay RNDC for the services actually and satisfactorily performed by RNDC hereunder up to the time of termination, less any payments previously made to RNDC under this contract.

H. Information

FAIRMONT agrees that all information provided to RNDC will be true and correct to the best of its knowledge. RNDC is not liable for its use or dissemination of false or erroneous information, data, or other materials provided by FAIRMONT and/or involved volunteers.

I. Severability

Any provision or part of this contract identified by either party as unenforceable under any law or regulation shall be considered stricken, but all remaining provisions shall continue to be valid and binding upon FAIRMONT and RNDC. The contract shall be revised to replace such a stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intentions of the stricken provision.

SECTION VI: ACCEPTANCE

FAIRMONT and RNDC hereby accept this contract for services. Each party warrants that they are empowered and authorized to execute this agreement and accept the terms and conditions outlined in Section V of this contract. The parties hereto have caused this contract to be duly executed.

Nicole Griensewic, *Executive Director*
Region Nine Development Commission
3 Civic Center Plaza, Suite 310
Mankato, MN 56001

Date: _____

Date: _____

Fairmont Energy and Environmental Resiliency (EER) Plan Proposal

The purpose of this project is to conduct an energy and environment resilience plan to identify and address how a changing climate and new energy technologies are and will impact the community of Fairmont, Minnesota. This planning process will investigate a wide range of environmental factors in Fairmont which will include, but are not limited to, energy costs, flooding, and environmental disaster preparedness. Ultimately, this project will provide Fairmont and its community leaders with an implementation plan to be prepared to apply for or access future funding opportunities. The costs associated with this project, including staff time of the Region Nine Development Commission will be funded through a grant from the MN Department of Commerce and the US Department of Energy.

Planning Committee Development: Work with city staff to develop a new ad hoc committee to guide this planning process. The committee should include city staff, elected officials, residents, and local stakeholders.

Survey Development and Deployment: For our survey we will seek input from the planning committee and research surveys from other energy and environmental resilience plans. The survey will be offered online via Survey Monkey, through a paper version, and will be translated into relevant languages. This survey will then be shared through applicable methods as identified by the planning team.

City Department Engagement: We will engage with city departments to identify issues and opportunities for internal action. Engagement will consist of education on changing weather patterns, state and federal energy goals, and emerging technologies.

Business Engagement: We will host a business roundtable to identify business community opportunities and challenges related to energy and environmental resilience. The event will also support local businesses in connecting with available resources.

GIS Analysis and Figure Assembly: We will utilize existing data sources to compile comprehensive visual narratives depicting energy and environmental concerns and opportunities within Fairmont. This may include analyzing impervious surfaces, flood zones, and suitability for solar development. Once these figures are assembled, they will be presented to the planning team and integrated into the project implementation guide.

Create Project Implementation Guide: This implementation guide will provide project ideas that stem from community input, conversations with the planning team, and climate resilient best practices. Each project idea will have an identified implementer, a list of possible funding sources, and a list of relevant technical assistance service providers.

EECBG 101

Energy Efficiency and Conservation Block Grant



Who we are

- Regional unit of government representing south central Minnesota
- Community and Economic Development
- Planning, TA, Grant Writing, and more!



EECBG Program – Improve and Reduce Costs

“The Energy Efficiency and Conservation Block Grant (EECBG) Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.” (energy.gov)

Project Goal: Under this award, the Region Nine Development Commission (RNDC) will administer sub-grants to local governments in small cities or towns (population under 15,000). Awards to local governments can be between \$2,000 - \$12,250.

- Flexible, allows communities to tailor projects to their specific needs
- Special consideration given to Disadvantaged Communities
- Fund 100% of cost for Staff Time and Resources
- Technical Assistance – Step-by-step guides and direct support

What is Resilience?

- Resilience for communities is defined by their ability to withstand, adapt to, and recover from harmful environmental and socioeconomic impacts
- The concept of resilience casts a wide net:

- | | |
|--|---|
| <ul style="list-style-type: none">• Grid stability & energy costs• Extreme weather• Green infrastructure• Clean transportation• Housing initiatives• Clean energy and energy efficiency | <ul style="list-style-type: none">• Waste management solutions• Business opportunity and retention• Workforce development programs• Community education & wellbeing• Water conservation and land use• Wastewater treatment |
|--|---|

EECBG - Drivers and Goals

- Preparation for climate-based hardship
 - Grid instability
 - Volatile energy costs
 - Extreme weather susceptibility
- Preparation for future funding opportunities
 - Funders prefer to award “shovel-ready” projects - which can be identified and mapped out through planning efforts
- Anticipated impacts
 - Reduce energy costs
 - Improve sustainability
 - Strengthen community

How RNDC can help

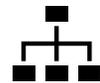
- Resilience planning



- Risk assessment



- Resource management



- Community Surveys



- Identify community champions



- Sustainable practices



- Infrastructure assessments and improvement recommendations



- Identify economic opportunities





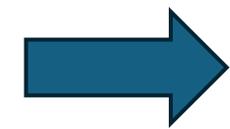
State Funders

INFLATION
REDUCTION
ACT

I R A



**Grant
Funding**



**Planning
&
Implementation
Projects**

Federal Funders

Private Funders



U.S. DEPARTMENT OF
ENERGY



Blandin Foundation™
STRENGTHENING RURAL MINNESOTA



Comfrey Plan Example

- Comfrey recognized they needed help
- Funded through MPCA – SWC Grant Program
- Community Engagement
- Energy Audits
- Goals, Projects, and Action Items

COMFREY Climate Resilience Plan



Within the Plan

- Comfrey Climate Resilience Committee
- Community Survey
- Residential, Business, and City Project Ideas

Strengths, Weaknesses, Opportunities, Threats (SWOT) Analysis

In the initial planning stages, the climate resilience committee was asked to complete a SWOT analysis to give the RNDC planning staff a stronger perspective of what life is like as a Comfrey community member.



Strengths
 Community Determination • Cohesiveness • Resilience • Dedicated Employees
 School • Civic Organizations • Friendly • Cohesive • Churches • Parks • Utilities
 Maintenance Well Done • Modern Buildings • Community Center • Available Space
 Police • EMS • Social Services • Always Come Together • Not Afraid To Help Each Other
 Community Pride • Support Each Other • Volunteer Fire Department • Grocery Store
 Lumber Yard • Local Business • Boone • Community Involvement • Clean
 Businesses • Available Space • Close Knit Community • Good Workers
 Updated Infrastructure • Not Starting From Scratch



Weaknesses
 Some Community Views on Climate Change • Stubbornness to Ask for Help
 Declining Population • Lack of Service Providers: Internet & NG • Housing
 Lack of Housing to Support Growth • Lack of Employment • Small City Staff
 Limited Tax Base • Susceptible to Flooding • Bad Internet Choices • High Taxes
 An Inclusive Town Especially to New Residents Which Comes Across as Unfriendly
 Lack of Businesses to Attract People to Work and School • Small Population
 Older Community • Declining Student Population • Lack of Businesses for Tax Base
 Population • Substandard Schools • No Hospital

Who will fund this work?

Minnesota Pollution Control Agency (MPCA)

Minnesota Department of Commerce

Bush Foundation

Southern Minnesota Initiative Foundation (SMIF)

Minnesota Department of Transportation (MNDOT)

Environmental Protection Agency (EPA)

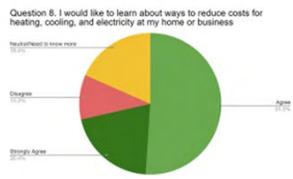
US Department of Energy (DOE)

Federal Emergency Management Agency (FEMA)



Image of an under-insulated attic in Comfrey. The recommended level of R49 insulation is about 16 inches of continuous insulation.

Most homes audited have central air conditioning. When these reach the end of their life, it was recommended that they be replaced with Air Source Heat Pumps (ASHP) for efficient cooling in the summer and heating in spring and summer.



71.4% of Comfrey residents and businesses agree or strongly agree that they would like to learn about ways to reduce their costs for heating, cooling, and electricity.

Comfrey Downtown Core Solar Potential

The figure to the right shows the solar suitability of Comfrey's downtown core. There are many flat or south-facing roofs that would be great for solar panels. Based on the light commercial use of many of these buildings their electricity use could be completely offset by rooftop panels. This would increase the viability of these businesses, increase the resilience of the grid for these local businesses, and keep more money in the local community.

Rebates
 EA
 Minnesota Regional
 Sustainable
 Partnerships
 MINNESOTA
 INVISION

Visualizing Comfrey's Solar Future

There are 1785 solar panels in the image to the right which amounts to approximately 678 kW of solar capacity. This would generate 940,000 kWh or close to 67% of Comfrey's annual electricity needs. This would amount to roughly \$750,000 worth of energy. The rooftops in Comfrey hold immense potential for Comfrey's sustainable and resilient future.

Comfrey Residential Solar Potential

Looking at this aerial image you can see that residential properties in Comfrey have considerable rooftop potential. Based on the city's layout and construction patterns roofs with a south-facing slope are the best potential locations for rooftop solar. By using local solar energy sources, distributed solar generation will also eliminate the "line loss" (wasted energy) that happens during transmission and distribution in the electricity delivery system. This will reduce the overall amount of energy the local utility needs to purchase from other parts of the country.

Project examples



Moving forward

- How to start
 - Assess needs and priorities for your community
 - Local leaders and Region Nine collaboration
- Timelines
- Funding is limited – June 2026
 - Disadvantage communities remain at top of funding allocation



STAFF MEMO

Prepared by: Matt Skaret, Administrator	Meeting Date: 11/18/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.C.4
Reviewed by:	Item: Consideration to Update the Special Assessment Policy		
Presented by: Matt Skaret, Administrator	Action Requested: Motion to Approve Resolution 2024-32: Approving an Update to the City’s Special Assessment Policy “Exhibit A”		
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

October 28, 2024- Council tabled action until the next City Council meeting.

REFERENCE AND BACKGROUND

As discussed at the October 28th City Council Meeting, for many of our Street Improvement projects the City borrows money or “bonds” to pay for the upfront costs of these projects. Like many cities the City bonds under Chapter 429 of the Minnesota Code to avoid using up potential debt limit capacity. Borrowing under Chapter 429 requires that the City use special assessments to pay for at least 20 percent of the project costs to the benefiting properties.

The City’s current Special Assessment Policy for street improvements has not been updated since May 6, 1996 and has become out of date when it comes to references to the correct State Statutes. Moreover, there have been inconsistencies and deviation from the policy in application over the years. For these reasons the policy is well overdue for an update. For the past year or so City staff have been working with Bolton & Menk and Flaherty and Hood to update the policy to reflect current statutes and to be at least somewhat consistent with many of the communities in our area.

The current and updated policy stipulates that the costs for streets shall be split 70% City and 30% to the benefited property. However, past practice has been to just use a dollar amount per lineal foot. This amount has been \$54/lineal foot since 2017 for a street resurfacing only and \$80/lineal foot for total street reconstruction that includes underground water and sewer utilities replacement. Going forward it is recommended that the City use the percentage split of 70%-30%. The policy also enables the City to add the costs of replacing the water and sewer service lines from the City’s main to the property line. Both of these changes are consistent with the policies and practices of other cities. Moreover, it would take a little bit of pressure of our water and sewer funds.

Assessments would be based on a 36-foot-wide street regardless of the actual constructed width. Costs are to be on a front footage basis, with construction costs plus administrative costs equal to the past three project average for like construction of a 36-foot-wide street. In the event the actual construction costs are 15% less than the projects over the previous three years average construction costs, the property owners will be eligible for an assessment credit upon authorization by the Council. If the actual construction costs exceed the previous three project average costs, the City will absorb the difference.

Another key change is limiting the maximum frontage that a single family residential home assessment will be assessed for is 150 feet. The current policy does not have such a limitation. This change would be to the benefit of properties, particular those near the edge of the City were larger lots are often found. Another change benefiting properties that are more rural in nature pertains to undeveloped farmland. Currently these properties are assessed, but property owners can apply for a deferral, which under the current policy the deferral is for 30 years or until the farmland is developed, whichever is sooner. Under the proposed policy this timeframe is reduced to 20 years and if no development occurs then the entire assessment is waived. It is proposed that the new policy take effect January 1, 2025. Both of the current ongoing construction projects where special assessments are being utilized would fall under the current policy.

There are some concerns about the unusually high special assessments on a couple of farmland/undeveloped properties on the Woodland Avenue project and the appropriate objections and deferral applications have been filed. The recommendation of staff would be to consider re-assessing these properties next year based on the new policy to presumably reduce the assessment and the duration the assessment stays on the books if the property is not developed.

Additional provisions have been added to address and provide clarification on tax forfeited properties, tax exempt properties, and reapportionment after part of a undeveloped tract of land is developed.

The net effect on special assessments to property owners in comparison to the current practices would be mixed. On a street surface only projects such as Woodland Avenue most assessments would go down while on full reconstruct projects like Park St. the assessments would be higher. For example, an assessment on a lot with 60 ft. of frontage on Park St. would look like the following:

	Existing Rate	30% Assessed	25% Assessed (alternate policy option)
Rate	\$80 per lineal ft	\$103.51 per lineal ft.	\$86.26 per lineal ft.
Street Assessment	\$4,800	\$6,210.60	\$5,175.60
Water Service	\$0	\$1,737.65	\$1,737.65
Sewer Service	\$0	\$1,911.22	\$1,911.22
Total Assessment	\$4,800	\$9,859.47	\$8,824.47

The 25 percent assessed figures are proposed as an alternative if Council wishes to see lower assessments for residents and more cost burden on the city. It is not recommended to go any lower than this to ensure we meet the 20% minimum threshold under Chapter 429. While the City can borrow under Street Reconstruction Authority if we do not meet the 20% minimum, we do not want to do this for all of our street projects as it would eat up our borrowing limits that do not otherwise exist under Chapter 429.

As you review the proposed policy that is enclosed you will notice the different color schemes of the text. Those are edits by the various people involved in the process. The plain text is from the existing policy.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Resolution 2024-32

Special Assessment Policy

Woodland Ave Resurfacing Project Assessment Roll Comparison at 30% Assessed

**CITY OF FAIRMONT, MINNESOTA
RESOLUTION NO. 2024-32**

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

**RESOLUTION APPROVING AN UPDATE TO THE CITY’S SPECIAL ASSESSMENT
POLICY “EXHIBIT A”**

WHEREAS, the current Special Assessment Policy was adopted on May 6, 1996; and

WHEREAS, over more than a year staff has been working with the City’s various consultants and attorneys in an update to the policy to bring compliance with existing Minnesota Statutes, and provide consistency and clarity to the Policy; and

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRMONT CITY COUNCIL,
THAT:**

1. The updated Special Assessment Policy dated October 28, 2024 is hereby adopted.
2. The updated Special Assessment Policy is effective as of January 1, 2025, and will supersede all previous policies, and such amendments thereto.
3. The Previous Special Assessment Policy shall remain in effect for all projects where the feasibility study has been completed and the project ordered by the City Council prior to January 1, 2025.

Whereupon said Resolution No. 2024-32 was declared duly passed and adopted this 18th day of November, 2024.

Lee Baarts, Mayor

ATTEST: _____
Betsy Steuber, City Clerk

CITY OF FAIRMONT
SPECIAL ASSESSMENT POLICY

Adopted: October 28, 2024

1. INTRODUCTION AND PURPOSE

1.1 Special assessments are those charges levied against certain parcels of land for the cost of public improvements for which the City Council has determined that the parcels being assessed will be specifically benefited by the improvements. The intent and purpose of this document is to establish the procedures and policies to be used by the City of Fairmont in making public improvements including, but not limited to construction and/or reconstruction of streets, alleys, curb and gutter, driveway approaches, installation of water mains, water services mains, sanitary sewer services, storm drainage, water, sanitary sewers, storm sewers (including trunk lines), lift stations, street lights, and sidewalks, among such other assessable local public improvements as provided by applicable law and Fairmont City Charter.

1.2 ~~Chapter 8~~ **Section 8.01** of the Fairmont City Charter gives the City Council the authority to make any and every type of public improvement and to levy special assessments to pay all or any part of the cost of such improvements. The Charter also allows the City Council to adopt a comprehensive ordinance prescribing the procedures which are to be followed in making all local improvements and levying assessments for their construction.

1.32 The procedures used by the City in levying the assessments ~~conform to those specified in the shall be in accordance with~~ Minnesota Statutes, Chapters 429, 435, 444, and 475. These governing statutes do not establish how to measure benefit or how costs are to be apportioned. ~~Therefore, Rather,~~ this Assessment Policy is intended to outline the method of determination and apportionment of the special benefit received by public improvements according to the philosophy and desires of the City Council and to ensure that the costs are apportioned in a consistent, uniform, systematic, fair, and equitable manner. Special assessments may be levied only upon property receiving a special benefit from the improvement to the extent of the special benefit, as measured by the increase in market value to the benefited property attributable to the improvements. The total amount of assessments will not exceed the project cost. The rate must be uniform and apportioned equally upon all property receiving special benefits. Assessments must be confined to property benefited, and the amount of the assessment must not exceed the benefit. Ultimately, the special benefit to the property is to be measured by the increase in market value to the property based on the specific improvements.

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1.2. PROJECT INITIATION AND ORDERING OF IMPROVEMENTS

1.12.1 Public improvements may be initiated and ordered by any of the following methods:

2.1.1 Council Initiated - As part of its duties, there arise situations when the City Council, on its own initiative, will desire that proposed improvements be considered. The procedure for origination and consideration is implemented by ~~a member of the Council~~ proposing a resolution referring the proposed improvement to the City Engineer for preliminary study and preparation of a feasibility report.

2.1.2 Staff Initiated - It is an administrative responsibility to bring to the attention of the City Council needed or advisable public improvements. It is the sole responsibility of the City Council to decide to act on such staff-initiated improvements. Such improvements must follow all procedural and implementation provisions of this Assessment Policy.

2.1.3 ~~Petitioned Improvements~~ Property Owner Initiated - Public improvements can be initiated by petition of the affected property owners. A petition must be signed by not less than 35% of the owners in frontage of the real property abutting on the streets named in the petition as the location of the improvement. ~~Before a developer of a new subdivision can get a final plat approved, an agreement for the "required improvements on the site" as outlined in Section 24.152 of the City Code must be submitted.~~ The Council retains full discretion to determine whether to proceed to order such improvements and the timeline for such project, if ordered. When a petition is signed by 100% of the property owners affected by an improvement, the Council may order said improvement without holding an improvement hearing. This can be accomplished by special resolution.

2.2. All petitions must be received by the City Council on or before the first regular meeting in June, one year prior to the summer of construction. Petitions submitted after the first regular meeting in June will be considered, subject to the priority of the petitioned improvement as it relates to the City's five-year plan and the needs of the petitioned improvement as determined by the City Council.

2.3.4 Ordering the Improvement - A resolution ordering the improvement may be adopted at any time within six months after the date of the Improvement Hearing. If improvement proceedings are initiated by petition of at least 35% of the affected owners, the Council needs a simple majority to pass a resolution for improvement. If the Council initiates the proceedings or a petition is signed by less than 35 percent of owners in frontage of the real property abutting on the streets named in the petition, it will require a four-fifths (4/5) majority to adopt an improvement resolution. The Council will then direct the City Engineer to prepare plans and specifications, followed by a call for bids or such other action as required by Minnesota Statutes, section 471.345.

2.4. For properties served by water and/or sewer utilities not located in a City owned right of way (ie- a State or County Highway right of way) special assessments for utility work shall be imposed pursuant to this policy.

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3. FEASIBILITY REPORTS, COSTS, AND ASSESSMENT ROLLS

3.1 Report Requirements - Upon authorization from the City Council, the City Engineer or consulting engineer shall prepare a preliminary study and feasibility report on the proposed improvement. In accordance with Minnesota Statutes, Section 429.031 Subd. 1(b), tThe report shall ~~will~~ indicate whether the ~~proposed improvement is necessary, project is feasible~~ cost effective, and feasible, and as to whether it should best be made as proposed or in conjunction with other improvements. The report must also include the estimated cost of the improvement as recommended, a reasonable estimate of the total amount to be assessed, and a description of the methodology used to calculate individual assessments for affected parcels. ~~- The~~

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Revised: July 2023

estimated costs will be based on similar projects over the previous three years in unit pricing for like construction of a 36 foot-wide street. Feasibility reports for the annual improvement program will be submitted by the first regularly scheduled Council meeting in February.

3.2 Assessment Rolls - In the feasibility report, the Engineer will designate the area to be included and will provide the description of the properties affected by the project. ~~-Based on the report, t~~The City Clerk ~~shall~~~~will~~ identify the owners of the property affected by the improvement and create an assessment roll. Based on the roll, the City Clerk shall provide the required mailed and published notices for each hearing as provided in Minnesota Statutes, section 429.061. Following the assessment hearing, the Council shall pass a resolution adopting the assessment roll and a copy of the roll shall be provided to the County Auditor for certification.

~~Feasibility reports for the annual improvement program will be submitted by the first regularly scheduled Council meeting in February.~~

3.3 Eligible AssessmentProject Costs

The City Council shall determine the total cost of the improvement by adding: the amount of contract cost; the cost of labor and materials furnished by the City, if not contained in contract costs; the cost of engineering, legal, fiscal, and administrative services provided by City staff or other parties; the cost of acquiring easements, property, or right-of-way required by the improvement; interest costs incurred by the City between the time money is borrowed for the improvement and special assessments are paid in full; and any other costs which, in the opinion of the Council, should be included as part of the total project cost.

3.3.1 Construction- Depending on the construction classifications as described in Section 5, the assessment costs will vary.

3.3.2 Engineering - For projects designed and inspected by the City Engineer's office, the fee shall be set at fifteen percent (15%) of the construction cost. For projects in which a consulting engineer is utilized, the actual costs charged are to be used.

3.3.3 Legal, Administration - Whereas, it is difficult to itemize the expense of these services, an amount equal to three percent (3%) of the construction costs will be considered part of the total project cost.

3.4 Interest Rate- The interest rate to be used for special assessments shall be determined by the interest rate of the City's bond to finance all or part of the project. For projects where the bond interest rate is known there shall be an additional two percent added to the interest rate of the bond. For projects where the City does not utilize a bond to finance all or part of the project or the bond rate is not known at the time the Special Assessment rolls are certified to the County the interest rate shall be based on the current estimated Bond Market Rate provided by the City's financial advisor.

4. PUBLIC HEARINGS

~~4.1 Improvement Hearing and Notice Required - Upon receipt of the preliminary study and feasibility report,~~ In accordance with Minnesota Statutes, 429.031, Subd. 1(a), ~~t~~the City Council

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~~shall hold~~ ~~will set a date for an initial~~ the public hearing on the proposed improvement, known as an Improvement Hearing. The City must publish notice of the hearing twice in the official newspaper, each notice must be at least one week apart. The public hearing must be held at least three days after the second publication, but no earlier. The published notice must include the following: the time and place of the hearing, describe the general nature of the improvements, estimated cost, and describe the proposed area to be assessed. Notice shall also be mailed to each affected property owner at least ten (10) days prior to the hearing date stating hearing date information, proposed improvements, and estimated costs.

If the improvement is petitioned by 100% of the affected property owners, the Council may decide to order the improvement without an Improvement Hearing.

~~In the feasibility report, the Engineer will designate the area to be included and will provide the description of the properties affected by the project. The City Clerk will identify the owners of the property affected by the improvement and provide the required mailed and published notices for each hearing. Following the assessment hearing, the Council shall pass a resolution adopting the assessment roll.~~

4.2 Assessment Hearing and Notice Required – Upon receipt of the feasibility report and proposed assessment roll, the City Council shall schedule an Assessment Hearing to hear and consider objections to the assessment. At that hearing, ~~th~~if the Council determines to move forward with the assessments as proposed, the Council shall adopt the resolution approving the assessment roll following the hearing. In advance of the hearing, notice shall be published at least once in the official newspaper, which shall include the time, date, place, project description, area to be assessed, total cost of the improvement, a description of the landowner's right to appeal, and any deferment options. At least two weeks before the Assessment hearing, the City must also mail notice to each affected property owner.

4.3 New Construction Hearings - Projects involving new construction as defined in Section 5.1, shall have the assessment hearing after the project is constructed and all costs shall be assessed against the benefitting property.

4.4 Reconstruction Hearings - Projects involving construction or reconstruction as described in Section 5.2, shall have their assessment hearings prior to completion of construction, ~~with the construction costs based on the average of the past three projects for like construction of a similar street.~~

5. CONSTRUCTION CLASSIFICATION AND CITY COST PARTICIPATION

Due to the different circumstances in which the following project types are constructed, it has been determined that different criteria need to be established. Most notably, under reconstruction projects, the City must have a greater share of participation to ensure the stability of the core community, encourage redevelopment, and to control the ever increasing maintenance demands of the aging infrastructure.

5.1 New Construction - A developer of a new subdivision or the owner of an unimproved subdivision, lot, lots, or parcels has two alternatives for completing the needed improvements: ~~1) They are:~~ Developer Installed and Financed Improvements or 2) City Installed and Assessed Improvements. ~~If Developer Installed Improvements are a part of the project, costs will be~~

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denoted within a Development Agreement with Developer provided financial security as required by the City and pursuant to Fairmont City Code. It shall remain in the City's sole judgment and discretion which of the two alternatives is selected and that Developer installed and financed Improvements shall be the preferred alternative.

5.1.1 City Installed Improvements - If a developer petitions for an improvement by June 1st prior to the year of construction, the City will include the improvement in the annual improvement program upon deposit by the developer with the City Clerk an amount equal to 125% of the City's estimated cost for such improvements. The deposit shall be either in an escrow deposit or an indemnity bond, with sureties satisfactory to the City conditioned upon payment of all construction costs incurred in making of such improvements and all expense incurred including engineering, legal fees and other connected expenses and provided that such escrow agreement and/or bond shall state that the City is the beneficiary of the same and may call upon the security for reimbursement of all project costs incurred and for any untimely uncured Developer failure to perform.

5.1.2 Assessment Methods Utilized - All costs associated with new improvements including; construction, availability charge, engineering, legal and administrative shall be borne by the developer or assessed against the property with the method selected in the City's sole judgement and discretion. The City is not obligated to participate in new development unless it directs the developer to oversize an improvement or install at an additional depth for service beyond the new subdivision. In those instances, the City will only pay for the costs due to the oversizing and/or additional depth. There will be no corner yard credits applied. If all the lots are of similar size and purpose, the unit method wherein all lots in the improvement area are assessed equally may be used. The frontage or per lot methods or a combination thereof may be used in the judgement and discretion of the City. ~~if there are disproportionate lot sizes or a combination of residential, business and industrial uses, the frontage method may be used.~~

5.2 Reconstruction - Each infrastructure improvement has a design life. At some point in time, all improvements will have to be reconstructed to ensure reliability and manage maintenance costs. The purpose is to make replacements on a cost-effective time schedule rather than wait until the City is spending more on maintaining an adequate system than it would cost to replace it.

Assessments are to be based on a 36-foot-wide street regardless of the actualy constructed width. Costs are to be on a front footage basis, with construction costs plus administrative costs equal to the past three project average for like construction of a 36-foot-wide street. In the event the actual construction costs are 15% less than the projects over the previous three years~~previous three project's~~ average construction costs, the property owners will be eligible for an assessment credit upon authorization by the Council. If the actual construction costs exceed the previous three project average costs, the City will absorb the difference.

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5.2.1 Streets - Distribution of costs of reconstructing the infrastructure will be distributed as follows: 70% to be paid by the City through property taxes and other sources of revenue such as Municipal State Aid, and 30% to be paid by the benefited property.

~~For the cost of Street reconstruction which~~ includes: removal of curb and gutter, removal of driveways, removal of sidewalks, removal or pavement, installation of concrete curb and gutter, installation of driveways and sidewalk, installation of base and pavement, and surface overlays.

Engineering, Administration, and Legal costs for street reconstruction will be distributed as follows: 70% to be paid by the City through property taxes and 30% to be paid by the benefited property. These costs will be assessed only for the street and sidewalk portion of the reconstruction projects, not for the utility portion of the project.

Street:-

- 70% to be paid by the City through property taxes and other sources of revenue such as Municipal State Aid;
- 30% to be paid by the benefited property

- a. In the event that a commercial, business, or industrial property requires a heavier street design (exp. truck route) through a residential zone to serve one or more businesses, the business(es) requiring the heavier design shall be assessed the difference between the residential design and the needed design strength for the length required to meet the need.
- b. Curb and gutter and sidewalk may be petitioned for by individual property owners if not included in the project. The total assessment to the property owner petitioning the improvement shall cover 100 percent of the costs except that approach sidewalk to corner lots at street intersections and alley crossings shall be paid by the City.
- c. If the improvement is part of a street reconstruction project, the improvement will be assessed on the same basis as the street above or 70% paid by the City and 30% paid by the benefited property. Property owners that had replaced the sidewalk on their property within the last 10 years and can prove the sidewalk replacement (exp. right-of-way permit) will not be assessed for any cost of replacement of the sidewalk as part of the street construction project. This shall also apply to driveway aprons if expanded or replaced in the last 10 years.
- d. Property owners may petition the city to improve alleys. The cost shall be assessed to cover 100 percent of the cost of the work. Alleyway petitions may arrange an assessment allocation in a manner agreed upon by the abutting neighbors. Alternatively, alleyway petitions may be accepted by the City Council when at least 51 percent of the abutting frontage property owners sign the petition. The Assessment to properties with indirect benefit (potential garage access) shall be 25 percent of the assessment rate for properties with direct benefit (garage access). The total assessment to all property owners must cover 100% of the costs.

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Revised: July 2023

- e. Maintenance costs of improved alleys shall be assessed 100 percent to the property owners on the same basis as the assessment of the alley improvement.

5.2.2 Sanitary Sewer Main:

- a. The cost of construction and reconstruction of sanitary sewer mains shall be funded through sanitary sewer rates.

~~b.~~ The cost of construction and reconstruction of sanitary sewer service lines from the main sanitary sewer to the property line~~home or building~~ shall be assessed 100 percent to the benefited property. The costs assessed for sewer services include the wye from the main and all service pipe material. The cost assessed to each property for sanitary sewer service will be the total cost of all wyes and pipe divided by the number of services installed on the project. The Service Line from the Sanitary Sewer Main will be stubbed into each buildable empty lot when a reconstruction project for the adjacent street is constructed and the assessment deferred by the City until the lot is developed. The property owner must complete a petition to defer the assessment until the lot is developed. If a property owner requests that the City install a sewer lateral line from the main to the served structure on a property as part of the City's improvement project, the property owner shall sign an assessment agreement accepting the assessment amount and waiving any objection thereto or right to appeal the same.

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- ~~e-b.~~ Property owners that had replaced the sanitary sewer line on their property within the last 10 years and can provide proof the sanitary sewer line replacement was from the property line to the sewer main (exp. right-of-way permit) will not be assessed for any sanitary sewer lateral cost as part of the street construction project.

5.2.3 Storm Sewer Main:

- a. The cost of construction and reconstruction of storm sewers mains, leads, and catch basins/manholes will not be assessed, but will be paid for 100% through storm sewer utility fund or other sources of revenue as determined by the City Council.

5.2.4 Water Main:

- a. The total cost of removal and installation of water main shall be funded through water rates.

The cost of construction and reconstruction of water service lines from the water main pipe to the property line~~house or building~~ shall be assessed 100%~~percent~~ to the benefited property. The costs assessed for water services include the corporation from the main, curb stop, box, and all service pipe material. The cost assessed to each property for water service will be total cost all corporations, curb stops, boxes, and service pipe divided by the number of services installed on the project. For larger commercial/industrial services the costs assessed for water service include watermain tee, pipe, and valve. These services will be averaged separately from the 2" or smaller services.

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Revised: July 2023

b. ~~The Service Line from the Water Main will be stubbed into each buildable empty lot when a reconstruction project for the adjacent street is constructed and the assessment deferred by the City until the lot is developed. The property owner must complete a petition to defer the assessment until the lot is developed. The Service Line from the Water Main will be stubbed into each buildable empty lot when a reconstruction project for the adjacent street is constructed and the assessment deferred by the City until the lot is developed. The property owner must complete a petition to defer the assessment until the lot is developed. If a property owner requests that the City install a water lateral line from the main to the served structure on a property as part of the City's improvement project, the property owner shall sign an assessment agreement accepting the assessment amount and waiving any objection thereto or right to appeal the same.~~

~~b.c.~~

~~c.d.~~ Property owners that have replaced the waterline on their property within the last 10 years and can provide proof the water line replacement was from the water shut off to the water main (exp. right-of-way permit) will not be assessed for any water lateral cost as part of the street construction project.

6. CALCULATING ASSESSABLE FRONT FOOTAGES

In the front footage method of assessments, odd-shaped lots are adjusted to an average front footage that would be equivalent to the frontage of a rectangular shaped lot of the same area and depth. All assessable frontages will be calculated to the nearest hundredth tenth of a foot.

6.1 Rectangular Lots - for the normal-standard rectangular lot, the assessable front footage is the actual footage at the front lot line.

6.2 Cul-De-Sac Lots - For lots which are created by a cul-de-sac, the assessable front footage will be computed by calculating the footage at a point 30 feet to the rear of the front line.

6.3 Lots with Curved Frontage - For lots which are on curvilinear alignment streets, the assessable front footage will be the actual front footage.

6.4 Trapezoidal and Approximately Rectangular Lots - For a lot which is approximately rectangular, the assessable front footage will be computed by adding the front and rear lot lines and dividing by two. If the lot is deeper than 150 feet, the width at the 150-foot depth will be used for the rear lot line. This method is only to be used where the difference between the front and rear lot lines is five feet or greater.

6.5 Corner Lots - ~~The assessable front footage is defined as 100% of the front footage of the short side and 50% of the front footage of the long side of said lot. These footages apply regardless of whether both sides are improved simultaneously or at different times. The city will be responsible for the remaining 50% of the frontage on the long side of the lot. In cases where the said corner lot abuts on a trunk highway. The assessable front footage is defined as 2/3 of the length of the frontage being improved as part of the current improvement project, except when said corner lot abuts on a trunk highway, in which case~~ the assessable footage shall be the actual footage on the City street being improved. Corner lot credit applies only to existing residential lots.

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Revised: July 2023

New residential, business, and industrial development and reconstruction of business and industrial areas shall not be eligible for corner lot credits.

6.6 Large Tracts and Unplatted Parcels - For lots that may have assessable front footage on two or more sides. ~~The assessable front footage will apply only to improvements on the particular street upon which improvements are made at this time. A distance of 150 feet back from the corner on each side of the street at each intersection will be considered as corner lots, with assessable front footage as determined in Section 6.5. For remaining lengths between corner lots, the assessable front footage is the actual footage at the lot line.~~

6.7 6.7-Double Frontage Lots - For reconstruction abutting double frontage residential lots, the assessable front footage is defined as 100% of the front footage of the short side and 50% of the front footage of the long side of said lot. These footages apply regardless of whether both sides are improved simultaneously or at different times. The city will be responsible for the remaining 50% of the frontage on the long side of the lot. -a single assessable front footage is computed for street assessments. However, all curb, gutter, street, and sidewalk assessments are applicable on both frontages unless the property owner signs a limited access agreement with the City eliminating access from one of the frontages. New residential, business, industrial development, and reconstruction of business and industrial areas that have double frontages shall be assessed full frontages on each abutting street at the time that improvements are made on each street. If a double frontage lot is greater than 150 feet in depth and is of sufficient area to permit subdivision into two lots according to the existing zoning requirements, the parcel will be subject to all assessments on both frontages.

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6.8 Maximum Frontage. For large single family residential lots that are a primary residence, the maximum assessable front footage will be 150 feet. This maximum does not apply to non-residential land uses or corner lot calculations.

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7. NON-ABUTTING PROPERTY

There are times when non-abutting property will benefit from an improvement. This most often occurs when a lot or parcel has access from an alley, via an easement across private property, or by private roads which connect to public streets and roads. These types of properties receive benefit from a street improvement but have no abutting frontage on the street being improved. In the case of non-abutting property, the amount to be assessed ~~shall be determined by the City Council~~ and the amount shall be equal to the benefit received by the particular lot or parcel.

8. DEFERRALS

It is the policy of the City to not defer assessments with the exception of There are three circumstances in which assessments can be deferred along with accumulated interest. Deferrals may be made pursuant to Minnesota Statutes, sections 429.061 and 435.193 to 435.195. -All deferrals require a resolution authorizing the deferrals as well as filing a certificate of deferred assessment with the County Recorder's Office. When payment of an assessment is deferred, as authorized in this section, interest thereon for the period of deferment may be made payable annually at the same times as the principal installments of the assessment would have been

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Revised: July 2023

payable if not deferred; or interest for this period may be added to the principal amount of the assessment when it becomes payable; or, if so provided in the resolution levying the assessment, interest thereon to December 31 of the year before the first installment is payable may be forgiven. The foregoing determination remains solely in the judgment and discretion of the City Council. All amounts deferred under any of the below programs shall bear interest at the rates established by the Council in the resolution in which the assessment was imposed. The policy of the Council is to defer such interest with the principal unless otherwise specified in the resolution granting the deferment. The Council may also, in the resolution imposing the assessment, forgive interest during the period assessments are deferred. All deferred assessments, including terms and conditions, must be established at the time of the assessment roll.

8.1 ~~Hardship Deferments for Seniors, Disabled, or Military Deferrals—~~Persons – In the event that a proposed assessment puts an undue financial hardship on an individual in one of the following categories: a person 65 years of age or older, a person who is retired by virtue of a permanent disability, a member of the Minnesota National Guard or other military reserves who is ordered into active service, for one of these reasons, then that individual can request an assessment deferral. The individual must admit hardship and agree to the accumulation of interest for as long as the assessment is deferred. ~~the appropriate rate of interest shall be set by the City Council and shall be applied to the assessment per the requirements of Minnesota Statute 429.061 subd. 2.~~ Undue financial hardships shall be determined by the City in the sole discretion of the City Council. The Council shall apply the following factors in determining hardship: ~~STAFF TO INSERT~~

The Council may limit the deferment to one (1) year or to a limited period of years, and may require regular verification by the applicant of the continuation of the exceptional and unusual circumstances that justify the deferment. A hardship deferment shall end and all accumulated amounts (including applicable interest, if any) become due:

- a. Upon the death of the owner if the spouse is not otherwise eligible for deferment;
- b. Upon the sale, transfer or subdivision of any part of the property;
- c. Upon loss of homestead status; or
- ~~a-d.~~ Upon the Council's determination that immediate or partial payment would impose no hardship.

8.2 Undeveloped or Unimproved Property ~~Deferrals~~– In the event an improvement affects undeveloped property that will not be utilizing the improvement, the property owner can request deferral of assessments with accumulated interest until such time as the property is developed or the improvement utilized. The payment of the first installment of any assessment levied upon unimproved property may be deferred until a designated future year, or until the platting of the property or the construction of improvements thereon, upon such terms and conditions and based upon such standards and criteria as may be provided by resolution of the Council. If special assessments against the property have been deferred pursuant to this subdivision, the governmental unit shall record with the county recorder in the county in which the property is located a certificate containing the legal description of the affected property and of the amount deferred. If the property is not developed within 20 years of the improvement the assessment shall be waived.

Revised: July 2023

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8.4 For un-platted lots with a single family home on them the assessment will be based on the actual street frontage up to a maximum of a 150 feet. Any frontage greater than 150 feet will be eligible for a deferment.

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~~Property taken over by the State—Generally this is for delinquent taxes, etc., and the State will not pay the assessments on these properties. These assessments should be deferred with interest accumulating until the property again becomes privately owned.~~

~~8.34 Green Acres Law— The City shall defer assessments against certain agricultural properties which qualify for deferment under tThe Minnesota Agricultural Property Tax law, known as the Green Acres Law, requires assessment deferrals for certain agricultural properties, including nurseries and greenhouses. Deferrals under this subsection areas governed by Minnesota Statutes, section 273.111.~~

9. TAX FORFEITED PROPERTIES.

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Properties, which have been forfeited for non-payment of taxes, are subject to possible reassessment pursuant to Minnesota Statutes, section 429.071. The amount of special assessments subject to reassessment is determined by City Council resolution following sale by the County for the tax-forfeited land. Following the sale of tax forfeited property, the City may conduct an assessment hearing and re-assess the amount remaining unpaid on the original assessment. The assessment terms and conditions will be determined by the City Council. In re-assessing such property, the City will follow the same procedure as for an original assessment under Minnesota Statutes, section 429.061 including advance notice and public hearing.

10. TAX EXEMPT PROPERTIES

Tax exempt properties including private cemeteries, churches, hospitals, schools, and similar institutions must pay special assessments. Railroads are also subject to special assessments. Government units subject to special assessments include state agencies, cities, school districts, and counties. However, federal government entities are exempt from special assessments.

11. REAPPORTIONMENT. Special assessments that have been levied against a tract of land that is subsequently subdivided may be reapportioned pursuant to Minnesota Statutes, section 429.071 and any applicable City Ordinances.

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~~Revised: August 8, 2023 May 6, 1996~~

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~~Revised: July 2023~~

677.88ft → 150
 36,604.49 \$Le. 469

Name	Owners Address	Property	County #	Frontage (ft)	Old Assessed (ft)	New Assessed (ft)	Old Rate	New Rate	Old Total	New Total	Difference	Comments	Project No	Project Description
LEIDING, TERRY & JUDY	1218 WOODLAND FAIRMONT, MN 56031	1218 WOODLAND AVE	230370383	677.86	677.86	150	\$54.00	\$43.13	\$36,604.44	\$ 6,469.50	-\$30,134.94		6724001	Woodland Ave Resurface
CROWLEY, FRANCIS W	1769 SNELLING AVE N FALCON HEIGHTS, MN 55113	1600 WOODLAND AVE	230370390	1302.26	1302.25	1302.25	\$54.00	\$43.13	\$70,321.50	\$ 56,166.04	-\$14,155.46		6724001	Woodland Ave Resurface
LENORT, ROBERT G & SUSAN K	667 240TH AVE FAIRMONT, MN 56031	1600 WOODLAND AVE	230370400	1432.38	1382.38	1382.38	\$54.00	\$43.13	\$74,648.52	\$ 59,622.05	-\$15,026.47	-50 County R/W	6724001	Woodland Ave Resurface
BULFER, FERN F	705 S BIXBY R D FAIRMONT, MN 56031	1601 WOODLAND AVE	230370660	1367.6	1367.6	1367.6	\$54.00	\$43.13	\$73,850.40	\$ 58,984.59	-\$14,865.81		6724001	Woodland Ave Resurface
BULFER, FERN F	705 S BIXBY RD	1701 WOODLAND AVE	230370670	1380.41	1330.41	1330.41	\$54.00	\$43.13	\$71,842.14	\$ 57,380.58	-\$14,461.56	-50 County R/W	6724001	Woodland Ave Resurface
CAPGROW HOLDINGS JV SUB VI LLC	320 W OHIO ST SUITE 650 CHICAGO, IL 60654	1422 WOODLAND AVE	230390960	120.7	120.7	120.7	\$54.00	\$43.13	\$ 6,517.80	\$ 5,205.79	-\$1,312.01		6724001	Woodland Ave Resurface
KOLLOFSKI, JANE A	671 SHOREACRES DR FAIRMONT, MN 56031	1424 WOODLAND AVE	230390970	211.2	211.2	150	\$54.00	\$43.13	\$11,404.80	\$ 6,469.50	-\$4,935.30		6724001	Woodland Ave Resurface
SIEBRING, JACK	900 WOODLAND AVE FAIRMONT, MN 56031	900 WOODLAND AVE	231740010	98.46	65.64	98.46	\$54.00	\$43.13	\$ 3,544.56	\$ 4,246.58	\$702.02	Res. Corner Lot	6724001	Woodland Ave Resurface
MEYER, OLIVER G & EUNICE E	902 WOODLAND AVE FAIRMONT, MN 56031	902 WOODLAND AVE	231740020	100	100	100	\$54.00	\$43.13	\$ 5,400.00	\$ 4,313.00	-\$1,087.00		6724001	Woodland Ave Resurface
ZINGLER, KYLE & JANELLE	904 WOODLAND AVE FAIRMONT, MN 56031	904 WOODLAND AVE	231740030	100	100	100	\$54.00	\$43.13	\$ 5,400.00	\$ 4,313.00	-\$1,087.00		6724001	Woodland Ave Resurface
FAIRMONT EVANGELICAL COVENANT CHURCH	PO BOX 443 FAIRMONT, MN 56031	901 WOODLAND AVE	232040010	298.45	298.45	100	\$54.00	\$43.13	\$16,116.30	\$ 4,313.00	-\$11,803.30		6724001	Woodland Ave Resurface
HINZ, ANN M	1217 WOODLAND AVE FAIRMONT, MN 56031	1217 WOODLAND AVE	232110810	331.5	331.5	150	\$54.00	\$43.13	\$17,901.00	\$ 6,469.50	-\$11,431.50		6724001	Woodland Ave Resurface
MORRIS, TODD D & RAMONA L & MATTHEW D	1315 WOODLAND AVE FAIRMONT, MN 56031	1315 WOODLAND AVE	232110820	331.5	331.5	150	\$54.00	\$43.13	\$17,901.00	\$ 6,469.50	-\$11,431.50		6724001	Woodland Ave Resurface
AUSTIN, EUGENE M & LAURIE R	1423 WOODLAND AVE FAIRMONT, MN 56031	1423 WOODLAND AVE	232110830	202.5	202.5	150	\$54.00	\$43.13	\$10,935.00	\$ 6,469.50	-\$4,465.50		6724001	Woodland Ave Resurface
WELLS, ADAM	1405 WOODLAND AVE FAIRMONT, MN 56031	1405 WOODLAND AVE	232110840	129	129	129	\$54.00	\$43.13	\$ 6,966.00	\$ 5,563.77	-\$1,402.23		6724001	Woodland Ave Resurface



Council Member Agenda Request
Submitted November 7, 2024 for November 18, 2024 Council Meeting

Agenda Item: 10.1

From: Councilor Maynard

Subject: Legality of Beekeeping

Policy/Action Requested:

At the June 24, 2024 Council meeting, a resident spoke in favor of residents being allowed to keep bees on their property in the City. At the July 8, 2024 meeting, Council decided to take no action regarding beekeeping in the belief that none was needed, but did express that it was their position that beekeeping should be allowed. Subsequent to that meeting, the City’s attorney, in consultation with Administrator Skaret, discovered that the current ordinance regarding animals in the city was sufficiently ambiguous as to call the permissibility of beekeeping into question, and, consistent with Council’s stated direction that beekeeping should be allowed, drafted an overhaul of the ordinance that would have clarified the question. At the October 28, 2024 Council meeting, Council voted down that ordinance.

This has left the status of beekeeping in the City in limbo, as well as any restrictions such as number of hives and placement relative to property lines. Council should discuss how to resolve the situation.

Attachments:

Council Action: _____ Date: _____



Council Member Agenda Request
Submitted November 12, 2024 for November 18, 2024 Council Meeting

Agenda Item: 10.2

From: Councilor Kawecki

Subject: Budget Item Removal

Policy/Action Requested:

Remove \$1.2 million for the Downtown Paver and Lighting Item from the Budget

Open discussion for Council to consider removing \$1.2 million for pavers and lighting from the 2025 budget and replacing it with an amount at the discretion of the Community Development Director (Pat Oman) to develop a plan in 2025 to put into action in 2026. This could consider the 2040 comprehensive plan, downtown rehabilitation groups, downtown business owners, small cities grant opportunities, Project 1590, and Main Street America initiatives. This discussion is being brought to Council following conversations with Downtown Business Owners as well as the City Administrator and Community Development Director.

Council Action: _____

Date: _____

C I T Y O F L A K E S



**Council Member Agenda Request
Submitted November 12, 2024 for November 18, 2024 Council Meeting**

Agenda Item:10.3

From: Councilor Lubenow

Subject: Tree Dump Contractor Permit Fees

Policy/Action Requested:

Due to all the rising costs and increased staff time of caring for the tree dump I certainly think the \$1500 annual permit fee for professional tree firms is way too cheap. I would like to see this raised to \$10,000 a year and limit tree size to whatever size can be shredded into chips by Shamrock or whoever we go with as a vendor. I also believe that non-professional tree companies such as lawn care companies should have their fee raised to \$2000 a year.

Most of the issues are with large tree trunks being brought to the tree dump and if we raise our fees to show the true costs of getting rid of these trunks maybe tree companies will look at other options which would reduce the amount of debris coming into the site and help cut down on the current issues.

Attachments:

Council Action: _____ Date: _____

The following documents were received after the agenda packet was distributed. The documents were provided by and referenced by Tim Maschoff during the public comment agenda item.



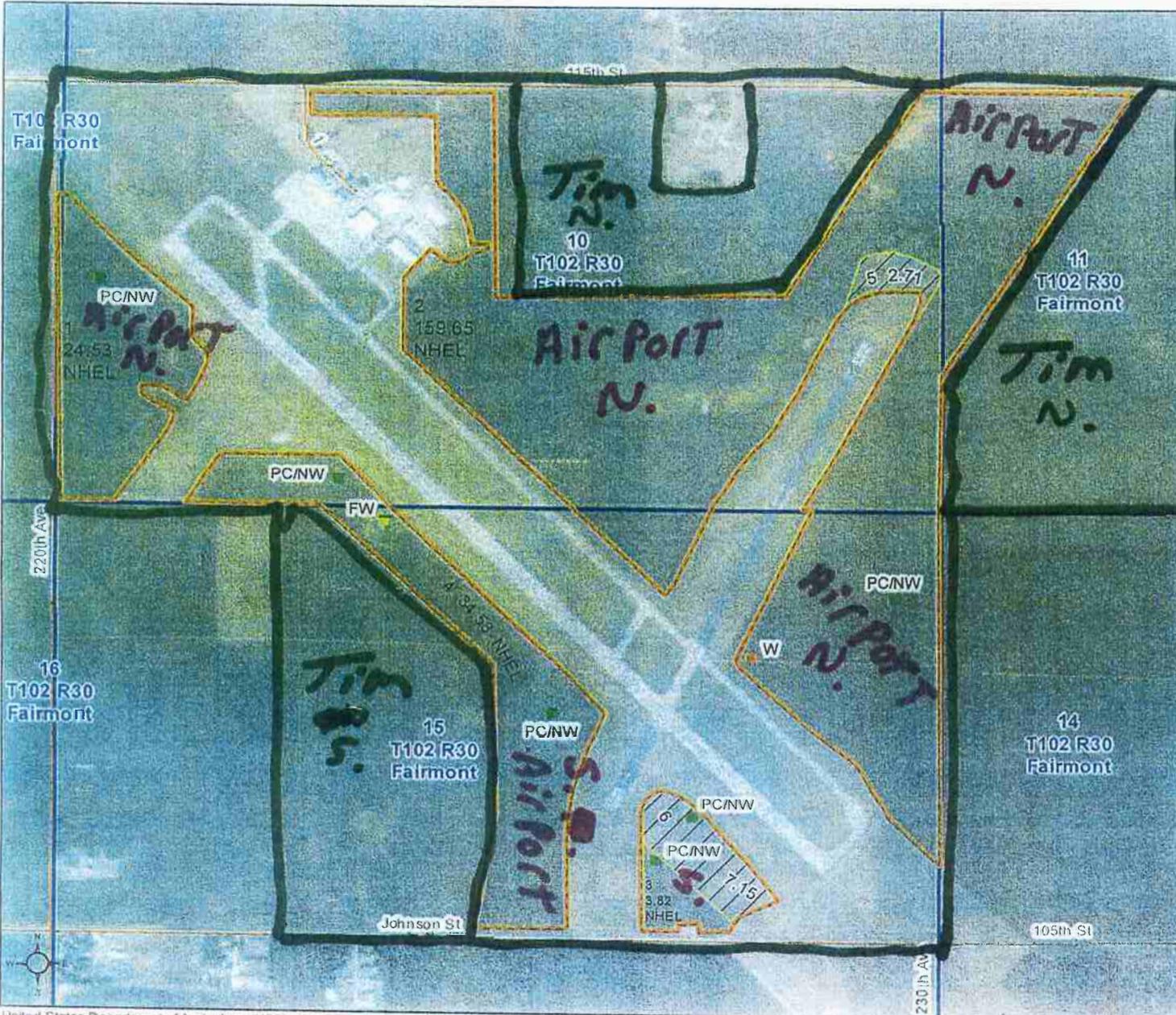
Martin County, Minnesota

Farm 8259

Tract 16281

2024 Program Year

Map Created April 22, 2024



- Unless otherwise noted:
 Shares are 100% operator
 Crops are non-irrigated
 Corn = yellow for grain
 Soybeans = common soybeans for grain
 Wheat = HRS, HRW = Grain
 Sunflower = Oil, Non-Oil = Grain
 Oats and Barley = Spring for grain
 Rye = for grain
 Peas = process
 Alfalfa, Mixed Forage AGM, GMA, IGS = for forage
 Beans = Dry Edible
 NAG = for GZ
 Canola = Spring for seed

Common Land Unit

- Non-Cropland
- Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 222.53 acres

2024 Harvest: Corn

Field: Airport North

Tilo | Tilo

Start: Oct 18, 2024 12:08 PM

End: Oct 18, 2024 6:07 PM



Work Totals

Area Harvested: 73.7 ac

Total Yield: 11,966 bu

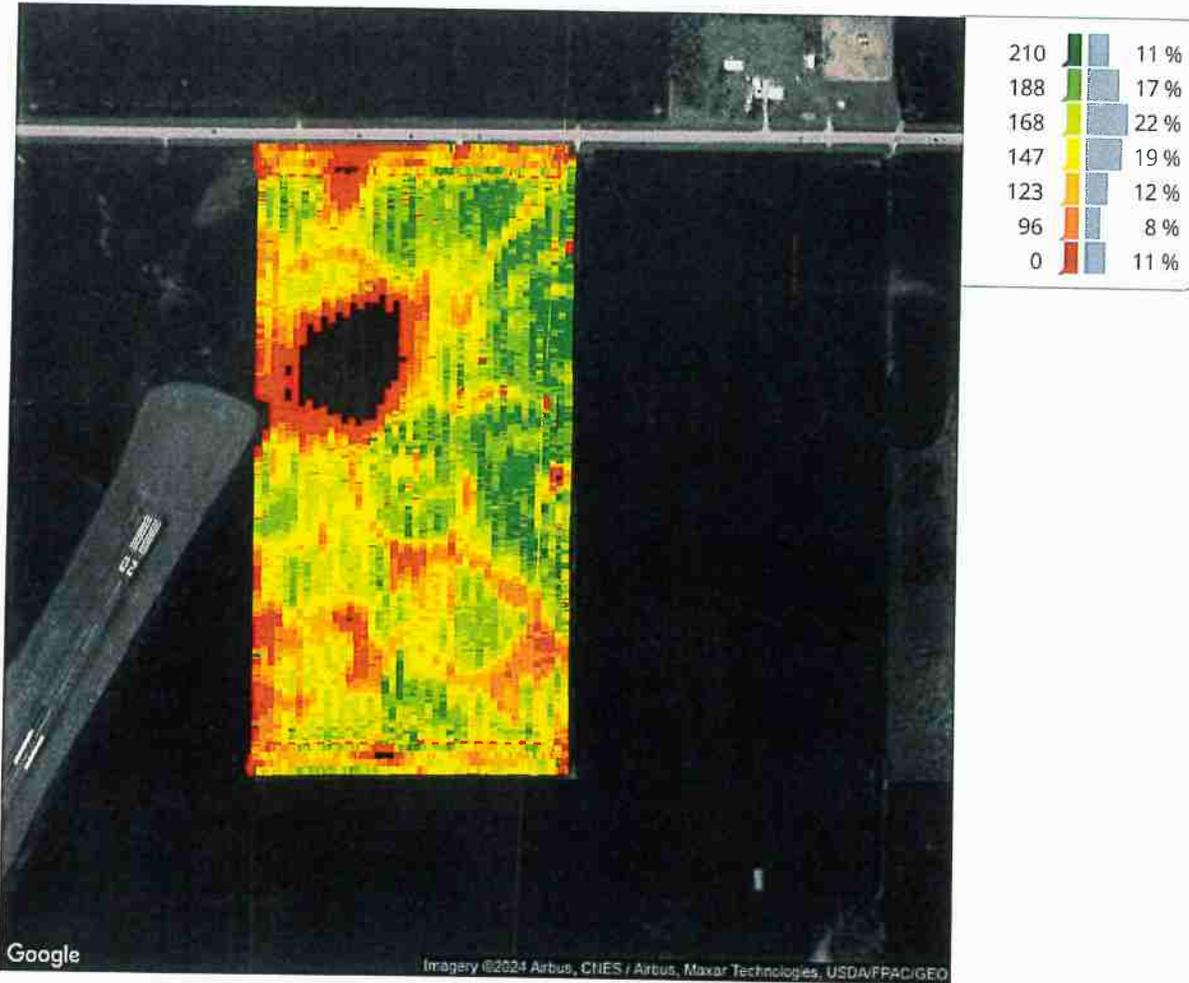
Wet Weight: 9,093.7 lb/ac

Yield: 162 bu/ac

Moisture: 11.6 %

Total Wet Weight: 670,112 lb

Map: Yield



Harvest Corn

Varieties	Area Harvested	Moisture	Trash	Dry Yield
---	0 ac	8.3 %	---	0 bu/ac
CH 209-53 STX	0.1 ac	11.2 %	---	91 bu/ac
WYF 5516 VT2	73.6 ac	11.6 %	---	162 bu/ac
Totals/Averages	73.7 ac	11.6 %	---	162 bu/ac

Airport North Totals/Averages 261.7 ac 10.6 % --- 84 bu/ac

2024 Harvest: Soybeans

Field: Airport North



Tilo | Tilo

Start: Sep 28, 2024 7:03 PM

End: Sep 29, 2024 6:39 PM

Work Totals

Area Harvested: 188 ac

Total Yield: 10,096 bu

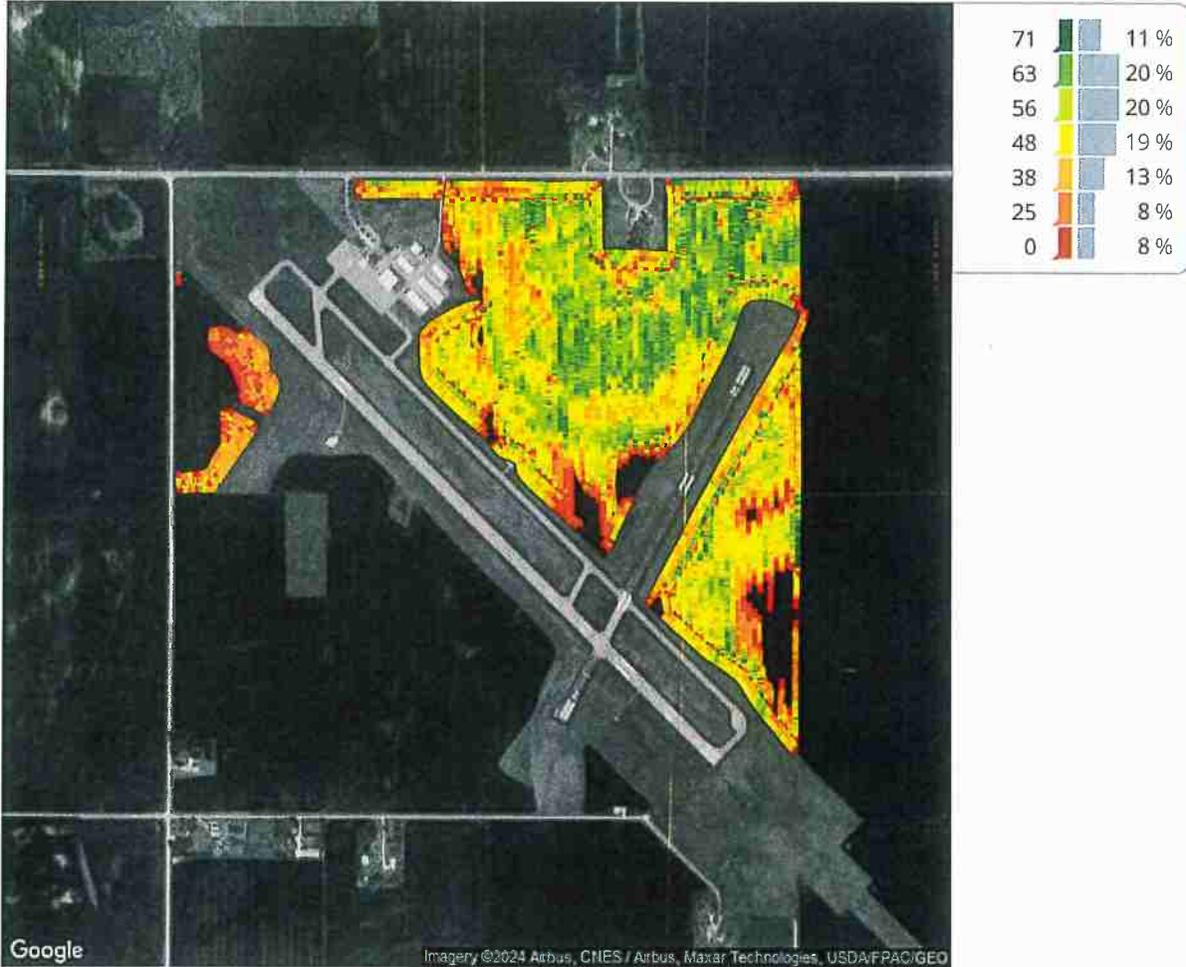
Wet Weight: 3,228.8 lb/ac

Yield: 54 bu/ac

Moisture: 9.4 %

Total Wet Weight: 606,887 lb

Map: Yield

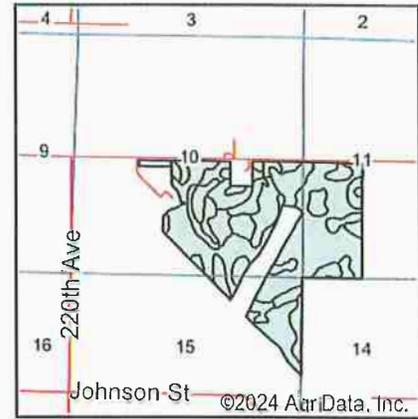
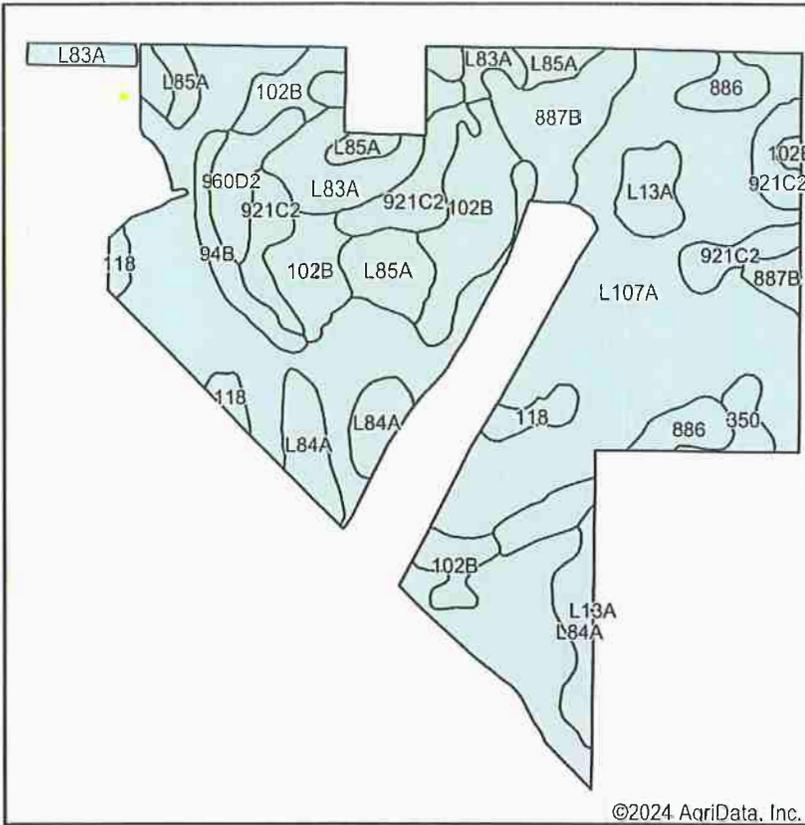


Airport North | Tilo | Tilo

Harvest Soybeans

Varieties	Area Harvested	Moisture	Trash	Dry Yield
---	0 ac	8.4 %	---	65 bu/ac
PN 22A67	184.6 ac	9.5 %	---	54 bu/ac
PN19A37 (1)	3.3 ac	9 %	---	22 bu/ac
Totals/Averages	188 ac	9.5 %	---	54 bu/ac

Soils Map



State: **Minnesota**
 County: **Martin**
 Location: **10-102N-30W**
 Township: **Fairmont**
 Acres: **270.02**
 Date: **8/26/2024**

©2024 AgriData, Inc.
 CropMaps
 Phone: 612-481-6666
 Email: info@agridata.com

Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2023 www.AgriDataInc.com



Soils data provided by USDA and NRCS.

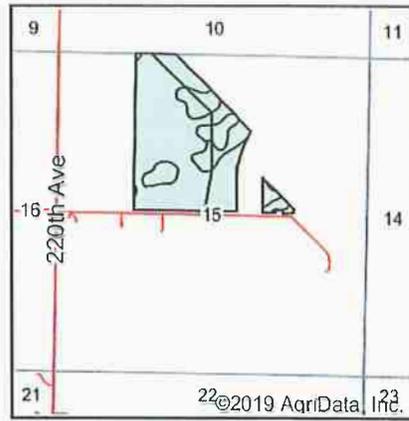
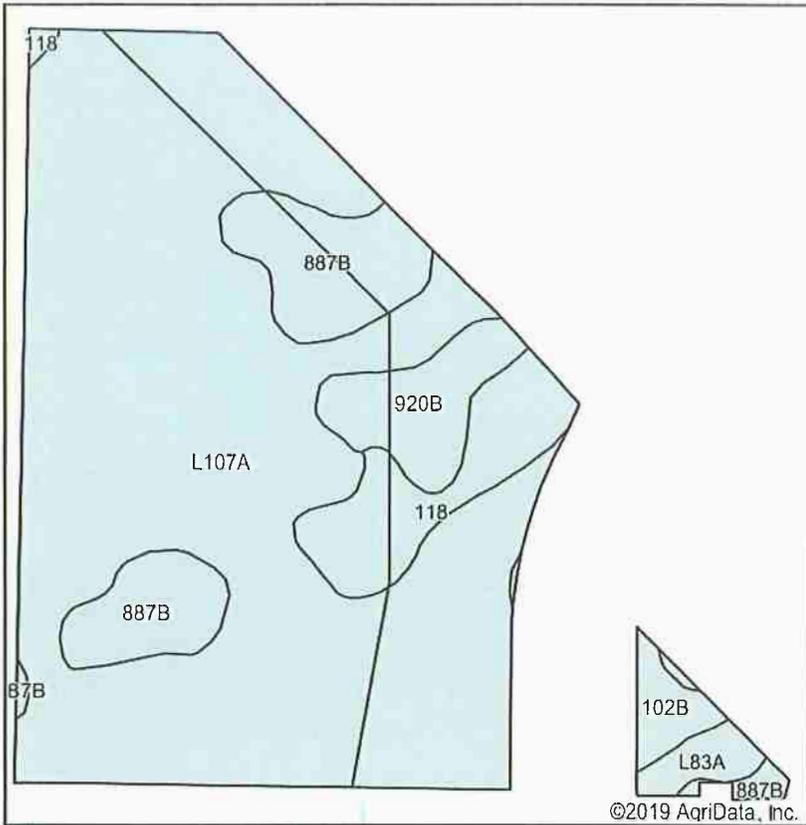
Area Symbol: MN091, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Productivity Index	*n NCCPI Corn	*n NCCPI Soybeans
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	131.93	48.9%	91	72	81
102B	Clarion loam, 2 to 6 percent slopes	28.88	10.7%	95	78	83
921C2	Clarion-Storden complex, 6 to 10 percent slopes, moderately eroded	18.57	6.9%	87	69	71
L84A	Glencoe clay loam, 0 to 1 percent slopes	14.60	5.4%	86	76	76
L83A	Webster clay loam, 0 to 2 percent slopes	14.51	5.4%	93	78	82
L85A	Nicollet clay loam, 1 to 3 percent slopes	14.14	5.2%	99	81	81
887B	Clarion-Swanlake complex, 2 to 6 percent slopes	13.32	4.9%	92	75	82
886	Nicollet-Crippin complex	10.58	3.9%	100	71	83
960D2	Omsrud-Storden complex, 10 to 16 percent slopes, moderately eroded	5.93	2.2%	76	67	67
118	Crippin loam, 1 to 3 percent slopes	5.12	1.9%	100	71	86
L13A	Klossner muck, 0 to 1 percent slopes	4.94	1.8%	77	78	84
94B	Terril loam, 2 to 6 percent slopes	4.83	1.8%	99	87	84
350	Canisteo clay loam, depressional, 0 to 1 percent slopes	2.67	1.0%	86	67	75
Weighted Average				91.5	*n 73.8	*n 80.3

*n: The aggregation method is 'Weighted Average using all components'

Soils data provided by USDA and NRCS.

Soils Map



State: **Minnesota**
 County: **Martin**
 Location: **15-102N-30W**
 Township: **Fairmont**
 Acres: **96.56**
 Date: **3/15/2019**

CropMax
 Price Real Estate
 AgriData, Inc.

Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2019 www.AgridataInc.com



Area Symbol: MN091, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	Water Table	Non-Irr Class ^{tc}	Productivity Index	Yield NCCPI Soybeans
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	71.47	74.0%	0ft.	llw	91	79
887B	Clarion-Swaniske complex, 2 to 6 percent slopes	10.28	10.6%	3.9ft.	llp	92	82
118	Crippin loam, 1 to 3 percent slopes	6.77	7.0%	1.5ft.	le	100	84
920B	Clarion-Estherville complex, 2 to 6 percent slopes	4.79	5.0%	6.2ft.	lle	76	59
102B	Clarion loam, 2 to 6 percent slopes	1.75	1.8%	2.9ft.	lle	95	83
L83A	Webster clay loam, 0 to 2 percent slopes	1.50	1.6%	0.6ft.	llw	93	80
Weighted Average						91.1	*n 78.8

*n: The aggregation method is "Weighted Average using major components"

^{tc}: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

Information provided to Council by Councilor Lubenow regarding Council Discussion Agenda Item 10.3: Tree Dump Contractor Permit Fee.

Compost Pile

Screen

Test

Haul



Brush Pile
Grind / Burn



Leaves

Burn



Compost / Dirt / Brush / Logs

Park Department ?



Log / Tree Trunks
Unknown Solution

