



City of Mora
Kanabec County, Minnesota
Meeting Agenda
City Council

Mora City Hall
101 Lake St. S
Mora, MN 55051

Tuesday, January 2, 2024

6:30 PM

Mora City Hall

- 1. Call to Order/ Pledge of Allegiance**
- 2. Roll Call**
- 3. Adopt Agenda** *(No item of business shall be considered unless it appears on the agenda for the meeting. Council members may add items to the agenda prior to adoption of the agenda.)*
- 4. Consent Agenda** *(Those items listed under Consent Agenda are considered to be routine by the City Council and will be acted upon by one motion under this agenda item. There will be no separate discussion of these items, unless a Council Member so requests, in which event, the item will be removed from the consent agenda and considered immediately after the adoption of the consent agenda.)*
 - a. Earned Sick and Safe Leave – Resolution No. 2024-111
- 5. Open Forum** *(Individuals may address the council about any item not contained on the regular agenda. There is a maximum of fifteen (15) minutes set aside for open forum. A maximum of three (3) minutes is allotted per person. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff for future report.)*
- 6. Public Hearings**
 - a. none
- 7. New Business**
 - a. 2024 Boards Commissions Appointments
 - b. Personnel Policy Updates
 - c. Airport Grant Documents MnDOT Aeronautics – Resolution No. 2024-112
 - d. Correction to previously approved rezoning request – ORDINANCE 491
 - e. Correction to minor subdivision – 210 Oslin Road – Resolution No. 2024-113
 - f. Write-in Votes for Local Elective Office – Resolution No. 2024-114
- 8. Old Business**
 - a. none
- 9. Communications**
 - a. Press Release 2024 Tax Levy & Tax Relief Program
- 10. Board / Commission / Committee Reports**
 - a. Councilmember Anderson
 - b. Councilmember Broekemeier
 - c. Councilmember Shepard
 - d. Councilmember Youngquist
 - e. Mayor Mathison
 - f. City Administrator
- 11. Adjournment**

RESOLUTION NO. 2024-111

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORA, MINNESOTA
A REVISION OF POLICY, CHAPTER §1809 LEAVES OF ABSENCE**

WHEREAS, the State of Minnesota's 2023 legislative session enacted an amendment to MN Statute §181.9445-181.9448 to include Earned Sick and Safe Leave (ESSL) for all public and private employers with one employee or more.

WHEREAS, staff recognizes the need for an amendment to the City of Mora & Mora Municipal Utilities Leaves of Absence policy to reflect requirements within the amended State Statute to include employees not previously covered under the existing policy.

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

The City of Mora & Mora Municipal Utilities Personnel Policy chapter §1809 *LEAVES OF ABSENCE*, is hereby repealed in its entirety and replaced with the following:

§ 1809.1 Holiday Leave.

(A) Purpose. It is the policy of the Employer to observe the mandatory state holidays, and optional holidays designated by the Employer in this policy, by closing facilities and operations for business on each such holiday and grant eligible Employees paid time off for said holidays. The purpose of this policy is to:

- provide Employees an opportunity to participate in family and community celebrations based around these holidays;
- provide Employees an opportunity for rest and relaxation;
- attract and retain Employees; and
- comply with state statutes.⁷

Employees may be required to work on paid holidays when the nature of their duties or other conditions requires.

[7 M.S. 645.44]

(B) Eligibility.

(1) Regular, full-time Employees are eligible for holiday leave pay.

(2) Holiday leave pay shall be paid only to Employees who were on paid status, either working or on paid leave of absence, the last workday before and the first workday after the holiday.

(C) Schedule. The Employer observes the following twelve (12) holidays.

Holiday	Observance
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

(1) If a paid holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a paid holiday falls on a Sunday, the following Monday shall be the observed holiday. For those eligible Employees required to work on a holiday that falls on a Saturday or Sunday, for holiday pay purposes, shall be the same as shown above.

(2) Each holiday commences at the beginning of the first shift of the day on which the holiday occurs and continues for twenty-four (24) hours thereafter.

(3) Employees who observe religious holidays that do not fall on their regular days off or legal holiday are entitled to such days off from employment without pay.

(D) Compensation. Eligible Employees shall be compensated in the following manner:

(1) Hourly wage Employees – Not Working. Eligible Employees shall receive holiday pay for designated holidays for eight (8) hours at their regular rate of pay.

(2) Hourly wage Employees – Working. Eligible Employees are expected to take holidays off. Employees may only work on holidays with the express permission of the department head.

(3) When an eligible Employee is scheduled to work on an official holiday, the Employee shall be paid time and one-half for the hours worked, plus holiday pay.

(4) Salaried Employees – Not Working. Eligible Employees shall receive the day off without any effect on their regular salary.

(5) Salaried Employee – Working. Eligible Employees are expected to take holidays off. Salaried Employees shall not receive additional pay for working on holidays. However, they may take another day off within the same pay period as the holiday.

(E) Application. Eligible Employees shall note holiday leave hours on their timecard.

(F) Probation. Eligible Employees during their initial probationary period shall be eligible for holiday leave under the terms described in this section.

(G) Other. Holiday pay hours shall count toward the calculation of overtime. Holiday pay hours cannot be used to extend the termination date of the Employee beyond the last day actually worked.

[amended: 05/16/2023]

§ 1809.2 Personal Leave.

(A) Purpose. It is the policy of the Employer to grant to eligible Employees paid personal leave each calendar year to use as the Employee sees fit. The purpose of this policy is to:

- provide Employees an opportunity for a paid personal day (formerly known as paid holiday) apart from the Employer's holiday schedule;
- provide Employees an opportunity for rest and relaxation; and
- attract and retain Employees.

(B) Eligibility.

(1) Active Employees that have worked at least 80 hours in the calendar year.

(2) Regular full-time, regular part-time, seasonal, and paid-per-call Employees are eligible for personal leave pay.

(3) Personal leave pay shall be paid only to Employees who are in paid status, either working or on paid leave of absence, the last workday before and the first workday after taking personal leave; exceptions apply for paid-per-call employees.

(C) Accrual.

(1) Accrual begins on the Employee's most recent hire date.

(2) Full-time eligible Employees shall accrue eight (8) personal leave hours on January 1 of each year.

(3) Part-time eligible Employees shall accrue forty-eight (48) hours on January 1st of each year.

(4) Seasonal and paid-per-call eligible Employees shall accrue one (1) personal leave hour for every thirty (30) hours worked up to a maximum of forty-eight (48) hours per calendar year.

(5) All unused personal leave hours as of December 31, of each year, shall be treated the following way:

- (a) Full-time eligible Employees: All unused personal leave shall be forfeited.
- (b) Part-time eligible Employees: All unused personal leave shall be paid out to active employees in a lump sum.
- (c) Seasonal and paid-per-call: All unused personal leave hours shall carry over to the next calendar year up to a maximum of eighty (80) hours for active employees.
- (d) The Personnel Officer may grant accumulation beyond the stated limit where special circumstances make the limit impractical.

(D) Compensation. Eligible Employees shall be compensated in the following manner:

(1) Hourly wage Employees. Eligible Employees shall receive pay for the personal leave hours taken at their regular rate of pay. Eligible Employees cannot take a combination of personal leave hours and other paid hours that would exceed eight (8) hours in one (1) working day.

(2) Salaried Employees. Eligible Employees shall receive the personal leave hours off without any effect on their regular salary.

(3) Earnings Statements. Earnings statements will reflect personal leave for eligible Employees in the following manner:

- Full-time Employees' statements will state Floating Holiday
- Part-time Employees' statements will state PT Personal Leave
- Seasonal and Paid-per-Call Employee' statements will state SPPC Personal Leave

(E) Application.

(1) Personal leave may be used, subject to approval by the department head in advance. Consideration shall be given to operational issues and staffing needs when reviewing Employee requests. Subject to the following regulations:

- (a) Requests to use personal leave should be received at least forty-eight (48) hours in advance of the requested time off, preferably longer. This notice may be waived at the discretion of the department head.
- (b) An eligible Employee cannot take more personal leave hours than has been earned.

(2) Eligible Employees shall note personal leave hours on their time-card.

(F) Termination. Unused personal leave hours shall not be paid upon termination.

(G) Rehire. If an eligible Employee separates from the employer and is rehired within 180 days, the employee retains their previously accrued and unused personal leave.

(H) Other. Personal leave pay hours shall count toward the calculation of overtime.

[amended: 10/15/2013, 10/21/2013, 12/05/2023]

§ 1809.3 Vacation Leave.

(A) Purpose. It is the policy of the Employer to grant to eligible Employees paid vacation leave which shall be earned and taken according to the provisions set forth below. The purpose of this policy is to:

- provide Employees an opportunity for rest and relaxation; and
- attract and retain Employees.

(B) Eligibility.

(1) Regular, full-time Employees are eligible for vacation leave pay at 100% of the schedule set forth in this policy.

(2) Vacation leave pay shall be paid only to Employees who were on paid status, either working or on paid leave of absence, the last workday before and the first workday after the vacation.

(C) Schedule. The vacation schedule is as follows:

Years of Continuous Employment	Vacation Hours Accrued Per Year	Accrual Rate Per Pay Period	End of Year Accrual Cap
1 – 2	80	3.08	120 hrs
3 – 4	96	3.69	144 hrs
5 – 6 – 7	104	4.00	156 hrs
8 – 9	112	4.31	168 hrs
10 - 11 – 12 – 13 – 14	120	4.62	180 hrs
15	160	6.15	240 hrs
16	168	6.46	252 hrs
17	176	6.77	264 hrs
18	184	7.08	276 hrs
19	192	7.38	288 hrs
20	200	7.69	300 hrs

(D) Accrual.

(1) Eligible Employees shall be credited with a prorated portion of the applicable vacation leave rate each for each pay period on paid status.

(2) Eligible Employees may accrue vacation leave to a maximum of one and one-half (1-½) times the applicable vacation leave. The Personnel Officer may grant accumulation beyond the stated limit where special circumstances make the limit impractical.

(3) Accrual begins on the date of the Employee's most recent hire or other eligibility date.

(4) Accrual ceases on the date of loss of eligibility which includes an unpaid leave of absence or suspension.

(5) For the purpose of accumulating additional vacation leave, an Employee using paid leave is considered to be working.

(6) Employees who have reached the maximum accrual for vacation leave shall have one hundred percent (100%) of their additional accruals at their regular rate placed in a special sick leave bank.

(E) Compensation. Eligible Employees shall be compensated in the following manner:

(1) Hourly Wage Employees. Eligible Employees shall receive vacation leave pay for the designated hours at their regular rate of pay. Eligible Employees cannot take a combination of vacation hours and other paid hours that would exceed eight (8) hours in one (1) working day.

(2) Salaried Employees. Eligible Employees shall receive the vacation leave without any effect on their regular salary.

(F) Application.

(1) Vacation leave may be used as earned, subject to approval by the department head in advance. Consideration shall be given to operational issues and staffing needs when reviewing eligible Employee requests. Subject to the following regulations:

(a) Requests to use paid vacation should be received at least forty-eight (48) hours in advance of the requested time off, preferably longer. This notice may be waived at the discretion of the department head.

(b) If a paid holiday falls during an eligible Employee's vacation, the Employee shall not be charged vacation time for the period of the holiday.

(c) An eligible Employee cannot take more vacation than has been earned.

(2) Eligible Employees shall note vacation leave hours on their timecard.

(G) Probation. Eligible Employees in an initial probationary period shall accrue vacation leave at the appropriate rate. Vacation leave shall not be considered earned and available for use until the successful completion of their probationary period. Eligible Employees that have not completed their probationary period shall not be paid for accrued vacation leave upon termination.

(1) Eligible Employees in a transfer or promotional probationary period shall continue to accrue and use vacation leave in the same manner as before their transfer or promotion.

(H) Severance. Any Employee leaving the municipal service in good standing shall be paid, at their current hourly rate, for vacation leave accrued and unused through the last full pay period prior to termination. Vacation leave cannot be used to extend the termination date of the Employee beyond the last day actually worked.

(I) Other. Vacation pay hours shall count toward the calculation of overtime.

[amended: August 14 & 15, 2017]

§ 1809.4 Sick and Safe Leave.

(A) Purpose. It is the policy of the Employer to grant to eligible Employees paid sick and safe leave which shall be earned and taken according to the provisions set forth below. The purpose of this policy is to provide time for Employees to attend to the following circumstances:

- (1) An Employee's own:
 - Mental or physical illness, injury or other health condition,
 - Need for medical diagnosis, care or treatment, of a mental or physical illness,
 - Injury or health condition,
 - Need for preventative care,
 - For the birth or adoption of a child,
 - Closure of the employee's place of business due to weather or other public emergency,
 - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
 - Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking,
 - Obtain services from a victim services organization,

- Obtain psychological or other counseling,
- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking,
- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

(2) Care of a family member:

- With mental or physical illness, injury or other health condition Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition Who needs preventative medical or health care Whose school or place of care has been closed due to weather or other public emergency When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking,
 - Obtain services from a victim services organization,
 - Obtain psychological or other counseling,
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking,
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

(B) For Earned Sick and Safe Leave purposes, family member includes an employee's:

- Spouse or registered domestic partner,
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis,
- Sibling, step sibling or foster sibling,
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child,
- Grandchild, foster grandchild or step grandchild,
- Grandparent or step grandparent,
- A child of a sibling of the employee,
- A sibling of the parent of the employee or,
- A child-in-law or sibling-in-law,
- Any of the above family members of a spouse or registered domestic partner,

- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship,
- Up to one individual annually designated by the employee.

(C) Eligibility.

(1) Regular, full-time Employees are eligible for sick and safe leave pay at 100% of the rate set forth in this policy.

(2) Sick leave pay shall be paid only to Employees who were on paid status, either working or on paid leave of absence, the last workday before and the first workday after the sick leave.

(D) Accrual.

(1) Eligible Employees shall be credited with a prorated portion of ninety-six (96) hours per year for each pay period on paid status.

(2) Eligible Employees may accrue sick leave to a maximum of eight hundred (800) hours.

(3) Accrual begins on the date of the Employee's most recent hire or other eligibility date.

(4) Accrual ceases on the date of loss of eligibility which includes an unpaid leave of absence or suspension.

(5) For the purpose of accumulating additional sick leave, an Employee using paid leave is considered to be working.

(6) Employees who have reached the maximum accrual for sick leave and safe leave shall have one hundred percent (100%) of their additional accruals at their regular rate placed in a special sick leave bank.

(E) Compensation. Eligible Employees shall be compensated in the following manner:

(1) Hourly wage Employees. Eligible Employees shall receive sick and safe leave pay for the designated hours at their regular rate of pay.

(2) Salaried Employees. Eligible Employees shall receive sick and safe leave without any effect on their regular salary.

(F) Application.

(1) To apply for sick and safe leave with pay, Employees shall:

- (a) report the reason for their absence within one (1) hour of the Employees shift or as soon as practical to their department head.

(b) keep their department head informed as to the status of their condition.

(2) The department head is responsible for authorizing sick and safe leave.

(3) The department head may require a physician's statement indicating the Employee's fitness to return to work.

(4) When an employee uses sick and safe leave for more than three consecutive days, or for frequent absences or absences that follow a pattern (such as the same day of the week, or after a holiday weekend, etc.), the department head may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave).

However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, sick and safe leave for a qualifying purpose.

The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using Earned Sick and Safe leave to find a replacement worker to cover the hours the employee will be absent.

(5) The Employer has the right to require Employees to be evaluated by a physician selected by the Employer to determine the validity of a workers' compensation claim, or to obtain information related to restrictions or an Employee's ability to work.

(6) Sick and safe leave may be approved only for days when an Employee would otherwise have been scheduled at the Employee's employment. It may be used, with the approval of the department head.

(7) Eligible Employees shall note sick and safe leave taken on their timecard.

(G) Probation.

(1) Eligible Employees in their initial probationary period shall accrue sick and safe leave at the rate indicated and may use sick and safe leave under the terms described in this section.

(2) Eligible Employees in a transfer or promotional probationary period shall continue to accrue and use sick and safe leave in the same manner as before their transfer or promotion.

(H) Restoration of Vacation Leave. In the event of an incapacitating illness or injury during vacation leave, the Employee's Department Head may authorize the use of sick and safe and safe leave and the equivalent restoration of any vacation leave otherwise charged. Such requests shall be in writing, and a medical certificate may be requested.

(I) Retaliation Prohibited. The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.

(J) Benefits and Return to Work Protections. During an employee's use of Earned Sick and Safe Leave, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

(K) Other.

(1) Sick and safe leave pay hours shall count toward the calculation of overtime.

(2) During an unpaid leave of absence, an Employee shall not claim sick and safe leave.

(3) An eligible Employee cannot take more sick and safe leave than has been earned.

(4) Sick and safe leave must be taken in increments of one-quarter (1/4) hour.

(5) After sick and safe leave has been exhausted the eligible Employee shall use vacation leave before applying for an unpaid medical leave of absence.

(6) Using or claiming sick and safe leave for a purpose not authorized may be cause for disciplinary action.

(7) Sick and safe leave cannot be used to extend the termination date of

the Employee beyond the last day actually worked.

(I) Severance. Upon separation Employees shall be entitled to pay for unused sick and safe leave according to the provisions set forth below.

(1) Any Employee voluntarily terminating municipal service in good standing and who has given a sixty (60) day notice of termination shall receive payment for unused sick and safe leave hours at their current hourly rate according to the following schedule:

Years of Continuous Employment	Severance Amount
After 10 years of service	10% of sick leave balance
After 15 years of service	15% of sick leave balance
After 20 years of service	20% of sick leave balance
After 25 years of service	25% of sick leave balance

The above schedule shall not be prorated or modified under any circumstances. Years of service means years eligible to earn sick leave at 100% rate.

Employees who are involuntarily terminated shall not be eligible for this severance.

(2) Employees who are eligible for severance pay and have been laid off must choose either:

- (a) to keep their recall rights, and not be paid for severance pay at the time of layoff. If the Employee gives up his or her recall rights or the recall rights expire, the severance is paid to the Employee based on the amount he or she would have received on the effective date of layoff, or
- (b) to receive severance pay at time of layoff, and give up his or her recall rights.

(J) Special Sick Leave

(1) Purpose. It is the policy of the Employer to enable eligible Employees to bank excess sick leave and vacation leave for use in case of catastrophic need. The purpose of this policy is, under extraordinary conditions, to:

- provide time for Employees to tend to an illness of themselves or other family member;
- provide time for Employees to meet with healthcare providers; and
- attract and retain Employees.

(2) For purposes of this section, the term “other family member” is defined in the same manner as Immediate family in section 1809.5 (C) Immediate family is defined as the Employee’s spouse or registered domestic partner, children, grandchildren, parents of either the Employee or his/her spouse, siblings of either the

Employee or his/her spouse, grandparents, or legal guardians.

(3) Eligibility. Regular, full-time Employees who are eligible for sick and safe leave and vacation leave.

(4) Accrual. Employees who have reached the maximum accrual for sick leave and/or vacation leave shall have one hundred percent (100%) of their additional accruals at their regular rate placed in a special sick leave bank.

Eligible Employees may accrue special sick leave to a maximum of eight hundred (800) hours.

(5) Compensation. Except as noted in this section eligible Employees shall be compensated in the same manner as for sick and safe leave.

(6) Application. Except as noted in this section application for special sick leave shall be in the same manner as for sick and safe leave.

Special sick leave is only available for use after all sick and safe leave, vacation leave, personal leave, compensatory time, and other paid leaves have been exhausted.

Use of special sick leave will run concurrent with FMLA leave.

(7) Severance. Upon separation, Employees shall not be entitled to pay for unused special sick leave.

(8) Other.

- (a) For the purpose of accumulating additional sick and safe leave, personal leave, and vacation leave, an Employee using special sick leave is not considered to be working; therefore, no additional leave will be earned during special sick leave.
- (b) Special sick leave pay hours shall not count toward the calculation of overtime.
- (c) During an unpaid leave of absence, an Employee shall not claim special sick leave.
- (d) An Employee cannot take more special sick leave than has been earned.
- (e) Special sick leave must be taken in increments of one-quarter ($\frac{1}{4}$) hour.

Using or claiming special sick leave for a purpose not authorized may be cause for disciplinary action.

[amended: August 14 & 15, 2017]

§ 1809.5 Bereavement Leave.

(A) Purpose. It is the policy of the Employer to grant paid leave of absence for eligible Employees to attend to matters surrounding the death of an immediate family member; and

- attract and retain Employees.

(B) Eligibility. Regular full-time and regular part-time Employees are eligible for bereavement leave.

(C) Description. Eligible Employees may receive a maximum of five (5) days paid leave in the event the Employee suffers a death in the Employee's immediate family. Immediate family is defined in this instance as the Employee's spouse or registered domestic partner, children, grandchildren, parents of either the Employee or his/her spouse, siblings of either the Employee or his/her spouse, grandparents, or legal guardians.

(D) Compensation.

(1) Eligible Employees shall be compensated in the following manner:

- (a) Hourly wage Employees. Eligible Employees shall receive bereavement leave pay for the designated hours at their regular rate of pay.
- (b) Salaried Employees. Eligible Employees shall receive bereavement leave without any effect on their regular salary.

(2) Bereavement leave shall be deducted from the eligible Employee's accrued sick leave.

(3) Bereavement leave shall not be used for regularly scheduled days off.

(E) Application.

(1) A written letter to the department head requesting the bereavement leave and stating the reasons for and the length of the leave (including beginning and ending dates) should be submitted at the earliest possible date. Additional information may be necessary before the request is considered.

(2) Verbal requests may be granted in extraordinary circumstances by the department head if notified no later than the start of the Employee's scheduled shift.

(3) The actual amount of time off shall be determined by the department head depending on individual circumstances (such as the closeness of the

relative, arrangements to be made, distance to the funeral, etc.)

(F) Probation. Paid bereavement leave is not available to eligible Employees during their initial probationary period.

(G) Other.

(1) Paid bereavement leave hours shall count toward the calculation of overtime.

(2) Additional bereavement leave beyond the period granted by the department head may be taken by using accrued vacation or personal day leave; or without pay. The eligible Employee shall make a request to the department head. The department head may approve the request and grant time off without pay.

[Chapter 1809 Leaves of Absence Amended 01/01/2024 per MN Stat. § 181.9445-181.9448]

BE IT FURTHER RESOLVED that the foregoing resolution was introduced and moved for adoption by Councilmember _____ and seconded by Councilmember _____.

Voting for resolution
Voting against resolution ...
Abstaining from voting
Absent

Motion carried and resolution adopted by the City Council of Mora, Minnesota this second day of January, 2024.

Mayor

Attested:

City Clerk



MEMORANDUM

Date: January 2, 2024
To: Mayor and City Council
From: Natasha Segelstrom, Administrative Services Director
RE: 2024 Appointments

SUMMARY

The City Council will make various appointments as required by state law and city code.

BACKGROUND INFORMATION

The City is required by state law, city code and other agreements to make a number of annual appointments. A list of those appointments, including their current incumbents and applicants or staff recommendations for the appointments, is attached.

The Fire Relief Association board has been filled by the Mayor and the City Administrator until 2022 and has been filled by an elected official since. However, current bylaws (updated in 2019) provide detail for the Board of Trustees and its board composition and note statutory members include the City mayor and the City Clerk.

Board Composition. *The Board of Trustees (Board) as specified under Minn. Stat. 424A.04, shall be composed of a total of (9) persons: Elected members are: President, Vice President, Secretary, Treasurer and (2) general Trustees. They are joined by statutory members including: The Fire Chief, City Mayor, and the City Clerk.*

RECOMMENDATIONS

Each appointee per board or commission shall be declared, with all appointments to be approved in a single motion.

Motion to adopt the 2024 appointments as stated in a manner that best meets the current and future needs of the City of Mora.

Attachments

2023 Appointment List
2024 Board Applications
2024 Appointment List
MAFD Relief Bylaws
MN Statute 424a.04

2023 APPOINTMENT LIST

January 3, 2023

Item 7a

Position	Term (years)	Note	Incumbent	Applicants/ Recommendations	Appointed
Public Utilities Commission	Three	MS § 412.341. May be a council member and must be a three-year term.	Brett Baldwin	Brett Baldwin	Brett Baldwin
Public Utilities Commission (may be a council seat)	One or Three		Alan Skramstad	Joe Heggerness	Joe Heggerness
Housing & Redevelopment Authority	Five	MS § 469.003. May be a council member and must be a five-year term. Must be a resident.	Robert Jensen	Robert Jensen	Robert Jensen
Housing & Redevelopment Authority (<i>council seat</i>)	One	MS § 469.003. May be a council member and must be a five-year term. Must be a resident.	Jake Mathison	Jake Mathison	Jake Mathison
Economic Development Authority	Six		Sara Treiber	Andrea Fix Mike Segner	Mike Segner
Economic Development Authority	Six		Rose Krie	Rose Krie	Rose Krie
Economic Development Authority (<i>council seat</i>)	One	MS § 469.095. Must be a council member. A six-year term appointed one year at a time.	Alan Skramstad Jody Anderson		Dave Youngquist
Economic Development Authority (<i>PUC seat</i>)			Brett Baldwin	Brett Baldwin	Brett Baldwin
Planning Commission	Three	MCC § 32.66. Must be a resident or property owner in the city.	Sheldon Shepard	Sheldon Shepard	Sheldon Shepard
Planning Commission	Three	MCC § 32.66. Must be a resident or property owner in the city.	Lance Strande	Lance Strande	Lance Strande
Planning Commission	Three	MCC § 32.66. Must be a resident or property owner in the city.	VACANT	Tim Dahlberg	Tim Dahlberg
Planning Commission (<i>council seat</i>)	One	MCC § 32.66. Must be a council member and must be a one year term.	Jake Mathison		Jody Anderson
Airport Advisory Board	Three	MCC § 32.31. May be a council member for a one year term.	Dave Gunderson	Dave Gunderson	Dave Gunderson
Airport Advisory Board	Three	MCC § 32.31. May be a council member for a one-year term.	Karla Kastenbauer	Karla Kastenbauer	Karla Kastenbauer
Airport Advisory Board (<i>council seat</i>)	One	MCC § 32.31. May be a council member for a one-year term.	Jody Anderson		Sadie Broekemeier

Park Board	Three	MCC § 32.16. Must be a resident, property owner, or business owner in the city.	Steve Holcombe	Steve Holcombe	Steve Holcombe
Park Board	Three	MCC § 32.16. Must be a resident, property owner, or business owner in the city.	Curt Sammann	Curt Sammann	Curt Sammann
Park Board (<i>council seat</i>)	One	MCC § 32.16. May be a council member for a one year term.	Kyle Shepard	Kyle Shepard	Kyle Shepard
Mayor Pro-Tem	One	MS § 412.121. Must be a council member.	Jody Anderson	Jody Anderson	Jody Anderson
City Attorney (civil)	One		Joel Jamnik Campbell Knutson	Joel Jamnik Campbell Knutson	Joel Jamnik Campbell Knutson

Position	Term (years)	Note	Incumbent	Applicants/ Recommendations	Appointed
City Attorney (prosecution)	One		Barb McFadden Kanabec County	Barb McFadden Kanabec County	Barb McFadden Kanabec County
East Central Cable Commission (<i>council seat</i>)	One	ECCC by-laws. Both representative and alternate must be council members.	Jody Anderson Jake Mathison (alt.)	Sadie Broekemeier Jake Mathison (alt.)	Sadie Broekemeier
Living Solutions Board	One		Greg Ardner	Greg Ardner	Greg Ardner
Steering Committee (<i>council seat</i>)	One		Alan Skramstad		Jake Mathison
Steering Committee (<i>PUC seat</i>)	One		Greg Ardner	Greg Ardner	Greg Ardner
Fire Relief Association	One	MS § 424A.04, Subd. 1. Must be an elected official from the fire district.	Alan Skramstad		Jake Mathison
Fire Relief Association	One	MS § 424A.04, Subd. 1. Must be an elected or appointed official from the fire district.	Jody Anderson	Jody Anderson	Jody Anderson
Hearing Officer	One	MCC §§ 90.50 and 115.99.	City Administrator	Glenn Anderson	Glenn Anderson
Data Practices Officer	One	MS §§13.02 and 13.05.	Natasha Segelstrom	Natasha Segelstrom	Natasha Segelstrom
Mutual Aid Authority	One	MS § 12.27, Subd. 3	City Administrator	Glenn Anderson	Glenn Anderson
Assistant Weed Inspector	One	MS § 18.80, Subd. 3. The mayor is the weed inspector. The assistant does all of the work.	Joe Kohlgraf	Joe Kohlgraf	Joe Kohlgraf
Official Newspaper	One	MS § 412.831	Kanabec County Times	Kanabec County Times	Kanabec County Times
Official Depositories	One	MS § 427.01-12	<ul style="list-style-type: none"> • First Citizens National Bank • Neighborhood National Bank • Wells Fargo • RBC Wealth • 4M Fund 	<ul style="list-style-type: none"> • First Citizens National Bank • Neighborhood National Bank • Wells Fargo • RBC Wealth • 4M Fund 	<ul style="list-style-type: none"> • First Citizens National Bank • Neighborhood National Bank • Wells Fargo • RBC Wealth • 4M Fund

2024 APPOINTMENT LIST

January 2, 2024

Position	Term (years)	Note	Incumbent	Applicants/ Recommendations	Appointed
Public Utilities Commission	Three	MS § 412.341. May be a council member and must be a three-year term.	Ryan Christianson	Ryan Christianson	
Public Utilities Commission	Three	MS § 412.341. May be a council member and must be a three-year term.	Dave Chmiel	Dave Chmiel	
Housing & Redevelopment Authority	Five	MS § 469.003. May be a council member and must be a five-year term. Must be a resident.	Mike Anderson		
Housing & Redevelopment Authority (<i>council seat</i>)	One	MS § 469.003. May be a council member and must be a five-year term. Must be a resident.	Jake Mathison	Jake Mathison	
Economic Development Authority (<i>council seat</i>)	One	MS § 469.095. Must be a council member. A six-year term appointed one year at a time.	Jody Anderson Dave Youngquist		
Economic Development Authority (<i>PUC seat</i>)	One		Brett Baldwin	Brett Baldwin	
Planning Commission	Three	MCC § 32.66. Must be a resident or property owner in the city.	Sara Trieber	Sara Trieber	
Planning Commission (<i>council seat</i>)	One	MCC § 32.66. Must be a council member and must be a one year term.	Jody Anderson		
Airport Advisory Board	Three	MCC § 32.31. May be a council member for a one year term.	Nick Stafford	Nick Stafford	
Airport Advisory Board (<i>council seat</i>)	One	MCC § 32.31. May be a council member for a one-year term.	Sadie Broekemeier		
Park Board	Three	MCC § 32.16. Must be a resident, property owner, or business owner in the city.	Sam Pioske	Sam Pioske	
Park Board (<i>council seat</i>)	One	MCC § 32.16. May be a council member for a one year term.	Kyle Shepard		
Mayor Pro-Tem	One	MS § 412.121. Must be a council member.	Jody Anderson		
City Attorney (civil)	One		Leah Koch Campbell Knutson	Leah Koch Campbell Knutson	Leah Koch Campbell Knutson

item 7a

Position	Term (years)	Note	Incumbent	Applicants/ Recommendations	Appointed
City Attorney (prosecution)	One	Kanabec County Contract 1/1/2023 – 12/31/2024	Barb McFadden Kanabec County	Barb McFadden Kanabec County	Barb McFadden Kanabec County
East Central Cable Commission (<i>council seat</i>)	One	ECCC by-laws. Both representative and alternate must be council members.	Sadie Broekemeier	Sadie Broekemeier _____ (alt.)	
Living Solutions Board	One		Greg Ardner	Greg Ardner	
Steering Committee (<i>council seat</i>)	One		Jake Mathison	Jake Mathison	
Steering Committee (<i>PUC seat</i>)	One		Greg Ardner	Greg Ardner	
Fire Relief Association	One	MS § 424A.04, Subd. 1. Must be an elected official from the fire district.	Jake Mathison	Jake Mathison	Jake Mathison
Fire Relief Association**	One	MS § 424A.04, Subd. 1. Must be an elected or appointed official from the fire district.	Jody Anderson	City Clerk	
Hearing Officer	One	MCC §§ 90.50 and 115.99.	City Administrator	Glenn Anderson	Glenn Anderson
Data Practices Officer	One	MS §§13.02 and 13.05.	Natasha Segelstrom	Natasha Segelstrom	Natasha Segelstrom
Mutual Aid Authority	One	MS § 12.27, Subd. 3	City Administrator	Glenn Anderson	Glenn Anderson
Assistant Weed Inspector	One	MS § 18.80, Subd. 3. The mayor is the weed inspector. The assistant does all of the work.	Joe Kohlgraf	Joe Kohlgraf	Joe Kohlgraf
Official Newspaper	One	MS § 412.831	Kanabec County Times	Kanabec County Times	Kanabec County Times
Official Depositories	One	MS § 427.01-12	<ul style="list-style-type: none"> • First Citizens National Bank • Neighborhood National Bank • Wells Fargo • RBC Wealth • 4M Fund 	<ul style="list-style-type: none"> • First Citizens National Bank • Neighborhood National Bank • Wells Fargo • RBC Wealth • 4M Fund 	<ul style="list-style-type: none"> • First Citizens National Bank • Neighborhood National Bank • Wells Fargo • RBC Wealth • 4M Fund



CITY OF MORA Board and Commission Application Form

Name: Sara Treiber Date: 11.13.2023
Address: [REDACTED]
Telephone: [REDACTED] E-mail: [REDACTED]

Name of board or commission for which you are applying:

Planning Commission

**Please note when applying, per Mora City Code or State Statute for the following:

- A Housing & Redevelopment Authority member must be a resident MS §469.003;
- A Planning Commission member must be a resident or property owner MCC §32.66;
- A Park Board member must be a resident, property owner, or business owner MCC§32.16

Relevant qualifications or experience:

See attached ~~Resume~~

Other interests and/or community involvement:

Church volunteer work; on ECRDC Bd

Any limitations on your ability to serve such as meeting times, employment, etc.?

No; if someone else applies, I can withdraw this application in order to get new folks on commission

Have you ever served on a board or commission for the City of Mora? Yes No

If "Yes," Which one(s) and when:

City Council, EDA, Planning Commission, Airport Board

If you have any questions regarding the duties or responsibilities of the position please contact City Hall at 320-679-1511.

OFFICE USE ONLY

Date received: 11/15/2023 NLS

Date council reviewed: _____ Appointment: approved denied Term expires _____

Comments:

Sara Jayne Treiber
Senior Business Planner, MLCV
Portfolio Manager, Circle Sage Property Management

Sara has more than 25 years of experience in economic development, business development, community development and more recently housing development, specializing in Low Income Housing Tax Credits. She is experienced at planning and management of development projects, coordination of necessary documentation for financing projects, property management, housing operations, and community development needs.

Sara has worked for MLCV (previously Corporate Commission) for 15 years in business development and property management. Prior to that, Sara worked at the East Central Regional Development Commission doing economic and community development for 3 years, and before that 10 years in development, real estates and downtown redevelopment.

Sara has worked most recently on the Hinckley Medical Office Building (Hinckley, MN), wastewater extension from ML Wastewater, Inc. (Mille Lacs County), Eddy's Resort (Mille Lacs County), and Lady Luck Estates Housing Development (Hinckley, MN). She has also supervised Property Management of the MLCV properties since 2015. She is currently working on another housing development in Onamia, MN, a commercial bakery in Isle, MN and rehab of several of MLCV properties in Hinckley.

Sara is a member of the Mora City Council, the Mora Planning Commission, and the Kanabec County EDA and involved in the regional housing group, ECHO, and the regional economic development group, GPS 45:93. She has also served on the Mora Economic Development Authority and the Mora Housing Redevelopment Authority. She has twin daughters and a grandson and currently lives in Mora.



CITY OF MORA Board and Commission Application Form

Name: Nick Stafford Date: 11-8-23
Address: 2239 210th Ave Mora MN 55051
Telephone: [REDACTED] E-mail: [REDACTED]

Name of board or commission for which you are applying:

Airport Advisory Board

**Please note when applying, per Mora City Code or State Statute for the following:
A Housing & Redevelopment Authority member must be a resident MS §469.003;
A Planning Commission member must be a resident or property owner MCC §32.66;
A Park Board member must be a resident, property owner, or business owner MCC §32.16

Relevant qualifications or experience:

Local Pilot / hangar owner, Past Airport Board Chair

Other interests and/or community involvement:

E.C Rollers Past President 10 years
Kanabec Co Fair Board Past President

Any limitations on your ability to serve such as meeting times, employment, etc.?

NO

Have you ever served on a board or commission for the City of Mora? Yes No

If "Yes," Which one(s) and when:

Airport Board Past 9 years I believe

If you have any questions regarding the duties or responsibilities of the position please contact City Hall at 320-679-1511.

OFFICE USE ONLY

Date received: 11/13/23 *ms*

Date council reviewed: _____ Appointment: approved denied Term expires _____

Comments:



CITY OF MORA Board and Commission Application Form

Name: Dave Chmiel Date: 11-27-23
Address: 212 Dion Ave, Mora
Telephone: [REDACTED] E-mail: [REDACTED]

Name of board or commission for which you are applying:

PUC

**Please note when applying, per Mora City Code or State Statute for the following:
A Housing & Redevelopment Authority member must be a resident *MS §469.003*;
A Planning Commission member must be a resident or property owner *MCC §32.66*;
A Park Board member must be a resident, property owner, or business owner *MCC §32.16*

Relevant qualifications or experience:

Have served on several City Boards

Other interests and/or community involvement:

Any limitations on your ability to serve such as meeting times, employment, etc.?

No

Have you ever served on a board or commission for the City of Mora? Yes No

If "Yes," Which one(s) and when:

Mora City Council 2004-2012 / Public Utility Commission
East Central Regional Development Authority
Economic Development Authority
East Central Cable Commission

If you have any questions regarding the duties or responsibilities of the position please contact City Hall at 320-679-1511.

OFFICE USE ONLY

Date received: 11/27/2023 *Wunby*

Date council reviewed: _____ Appointment: approved denied
Term expires _____

Comments:

[REDACTED]



CITY OF MORA Board and Commission Application Form

Name: RYAN CHRISTIANSON Date: 11/7/2023
Address: 2011 221ST AVE, MORA MN 55051
Telephone: [REDACTED] E-mail: [REDACTED]

Name of board or commission for which you are applying:

PUC

**Please note when applying, per Mora City Code or State Statute for the following:
A Housing & Redevelopment Authority member must be a resident *MS §469.003*;
A Planning Commission member must be a resident or property owner *MCC §32.66*;
A Park Board member must be a resident, property owner, or business owner *MCC §32.16*

Relevant qualifications or experience:

4 YEARS PRIOR EXPERIENCE

Other interests and/or community involvement:

LYONS CLUB, MASONIC LODGE

Any limitations on your ability to serve such as meeting times, employment, etc.?

NONE

Have you ever served on a board or commission for the City of Mora? Yes No

If "Yes," Which one(s) and when:

PUC

If you have any questions regarding the duties or responsibilities of the position please contact City Hall at 320-679-1511.

OFFICE USE ONLY

Date received: 11/7/23 *ms*

Date council reviewed: _____ Appointment: approved denied
Term expires _____

Comments:

[REDACTED]



CITY OF MORA Board and Commission Application Form

Name: Sam Pioske Date: 12/26/2023

Address: _____

Telephone: _____ E-mail: _____

Name of board or commission for which you are applying:

Park Board

**Please note when applying, per Mora City Code or State Statute for the following:
A Housing & Redevelopment Authority member must be a resident *MS §469.003*;
A Planning Commission member must be a resident or property owner *MCC §32.66*;
A Park Board member must be a resident, property owner, or business owner *MCC§32.16*

Relevant qualifications or experience:

Other interests and/or community involvement:

Any limitations on your ability to serve such as meeting times, employment, etc.?

Have you ever served on a board or commission for the City of Mora? Yes No

If "Yes," Which one(s) and when: _____

If you have any questions regarding the duties or responsibilities of the position please contact City Hall at 320-679-1511.

OFFICE USE ONLY

Date received: 12/26/2023

Date council reviewed: _____ Appointment: approved Term expires _____

denied

Comments: 12/26 S. Pioske expressed interest to continue serving on Park Board. Current Park Board Member Completed application to follow.

retain all rights and benefits in the *Association* for up to 5 years(as long as the individual was discharged honorably or is an active member of the National Guard).

(b) According to U.S. Code 38, section 4312e the member has 90 days upon return from duty to reapply for active membership to the MAFD and continue rights and benefits in the *Association*.

1.4 Termination/Reinstatement. Termination of membership and reinstatement will be determined by the City and Chief per employment standards. Termination of membership in the *Association* will be effective the day of resignation or discharge. (As is consistent with MAFD and City Policy Manual).

ARTICLE II **Board of Trustees**

2.1 Board Composition. The Board of Trustees (*Board*) as specified under Minn. Stat. 424A.04, shall be composed of a total of (9) persons: Elected members are: President, Vice President, Secretary, Treasurer and (2) general Trustees. They are joined by statutory members including: The Fire Chief, City Mayor, and the City Clerk.

2.2 Terms of office. All positions carry a term of (1) year, or until a successor has been elected and qualified. Elections are done during annual meeting of the *Association*. (Unless midterm coverage is necessary)

2.3 Duties. It shall be the duty of the *Board of Trustees* to ensure modes and plans for the safe and profitable investment of funds of the *Association* by delegating a qualified *Fund Manager/Broker*. Whenever investments are made, to investigate and approve the securities offered. A qualified CPA firm shall audit the books and accounts of the secretary and treasurer annually, and submit a written report of the same at the annual meeting.

2.4 Investments. The investment of the funds of the *Association* shall be in the exclusive control of the *Board of Trustees*, in conformance with Minn. Stat. 424A.095 and 356A.06 and subject to the approval of the City Council of Mora. The Board will meet quarterly with the *Fund Manager /Broker* to discuss investment strategies and share all information with the general membership at the quarterly meeting. Any changes to the investment strategy will be done then or periodically as the Board feels a need, including making funds available for any and all benefit payments.

424A.04 VOLUNTEER RELIEF ASSOCIATIONS; BOARD OF TRUSTEES.

Subdivision 1. **Membership.** (a) A relief association that is directly associated with a municipal fire department must be managed by a board of trustees consisting of nine members. Six trustees must be elected from the membership of the relief association and three trustees must be drawn from the officials of the municipalities served by the fire department to which the relief association is directly associated. The bylaws of a relief association which provides a monthly benefit service pension may provide that one of the six trustees elected from the relief association membership may be a retired member receiving a monthly pension who is elected by the membership of the relief association. The three municipal trustees must be one elected municipal official and one elected or appointed municipal official who are designated as municipal representatives by the municipal governing board annually and the chief of the municipal fire department.

(b) A relief association that is a subsidiary of an independent nonprofit firefighting corporation must be managed by a board of trustees consisting of nine members. Six trustees must be elected from the membership of the relief association, two trustees must be drawn from the officials of the municipalities served by the fire department to which the relief association is directly associated, and one trustee must be the fire chief serving with the independent nonprofit firefighting corporation. The bylaws of a relief association may provide that one of the six trustees elected from the relief association membership may be a retired member receiving a monthly pension who is elected by the membership of the relief association. The two municipal trustees must be elected or appointed municipal officials, selected as follows:

(1) if only one municipality contracts with the independent nonprofit firefighting corporation, the municipal trustees must be two officials of the contracting municipality who are designated annually by the governing body of the municipality; or

(2) if two or more municipalities contract with the independent nonprofit corporation, the municipal trustees must be one official from each of the two largest municipalities in population who are designated annually by the governing bodies of the applicable municipalities.

(c) The municipal trustees for a relief association that is directly associated with a fire department operated as or by a joint powers entity must be the fire chief of the fire department and two trustees designated annually by the joint powers board. The municipal trustees for a relief association that is directly associated with a fire department service area township must be the fire chief of the fire department and two trustees designated by the township board.

(d) If a relief association lacks the municipal board members provided for in paragraph (a), (b), or (c) because the fire department is not located in or associated with a municipality or joint powers entity, the municipal board members must be the fire chief of the fire department and two board members appointed from the fire department service area by the board of commissioners of the applicable county.

(e) The term of the appointed municipal board members is one year or until the person's successor is qualified, whichever is later.

(f) A municipal trustee under paragraph (a), (b), (c), or (d) has all the rights and duties accorded to any other trustee, except the right to be an officer of the relief association board of trustees.

(g) A board must have at least three officers, who are a president, a secretary and a treasurer. These officers must be elected from among the elected trustees by either the full board of trustees or by the relief association membership, as specified in the bylaws. In no event may any trustee hold more than one officer position at any one time. The terms of the elected trustees and of the officers of the board must be specified in the bylaws of the relief association, but may not exceed three years. If the term of the elected trustees

exceeds one year, the election of the various trustees elected from the membership must be staggered on as equal a basis as is practicable.

Subd. 2. Fiduciary duty. The board of trustees of a relief association shall undertake their activities consistent with chapter 356A.

Subd. 2a. Fiduciary responsibility. In the discharge of their respective duties, the officers and trustees shall be held to the standard of care specified in section 11A.09. In addition, the trustees shall act in accordance with chapter 356A. Each member of the board is a fiduciary and shall undertake all fiduciary activities in accordance with the standard of care of section 11A.09, and in a manner consistent with chapter 356A. No fiduciary of a relief association shall cause a relief association to engage in a transaction if the fiduciary knows or should know that the transaction constitutes one of the following direct or indirect transactions:

- (1) sale or exchange or leasing of any real property between the relief association and a board member;
- (2) lending of money or other extension of credit between the relief association and a board member or member of the relief association;
- (3) furnishing of goods, services, or facilities between the relief association and a board member; or
- (4) transfer to a board member, or use by or for the benefit of a board member, of any assets of the relief association. A transfer of assets does not mean the payment of relief association benefits or administrative expenses permitted by law.

Subd. 3. Conditions on relief association consultants. (a) If a volunteer firefighter relief association employs or contracts with a consultant to provide legal or financial advice, the secretary of the relief association shall obtain and the consultant shall provide to the secretary of the relief association a copy of the consultant's certificate of insurance.

(b) A consultant is any person who is employed under contract to provide legal or financial advice and who is or who represents to the volunteer firefighters relief association that the person is:

- (1) an actuary;
- (2) a certified public accountant;
- (3) an attorney;
- (4) an investment advisor or manager, or an investment counselor;
- (5) an investment advisor or manager selection consultant;
- (6) a pension benefit design advisor or consultant; or
- (7) any other financial consultant.

History: 1979 c 201 s 14; 1980 c 607 art 15 s 12; 1981 c 224 s 210; 1983 c 219 s 8; 1989 c 319 art 8 s 27; 2000 c 461 art 15 s 10; 1Sp2001 c 10 art 16 s 1; 1Sp2005 c 8 art 9 s 14; 2009 c 169 art 10 s 38; 2012 c 286 art 12 s 16; 2018 c 211 art 14 s 19



MEMORANDUM

Date: January 2, 2024
To: Mayor and City Council
Public Utilities Commission
From: Mandi Yoder, Human Resources Director
RE: Personnel Policy Compliance

SUMMARY

The City Council and Public Utilities will be presented with information regarding an upcoming project to bring the personnel policy into compliance.

BACKGROUND

The personnel policy is dated and requires updates throughout to get into compliance with state law. Mandi Yoder was tasked with updating the personnel policy in 2017 upon hire, but due to time constraints as an hourly paid employee, it was not feasible to overhaul the entire policy, only small updates occurred as needed with previous administration.

It's wise to revisit sections relating to the City's financial liability and other responsibilities and duties as the Employer. Throughout the process, the Council and PUC will ultimately approve every policy change, so you will have an opportunity to review any updates.

The League of MN Cities template is the goal, the City has it as a tool so the City can become more in line with the Leagues recommendations. Mandi Yoder has spoken with the City's attorney, who recommends revisiting a few hot spot areas.

We hope to use resources from LMC to optimize our edits so hopefully we only have to do this course correction one time, and future updates on compliance matters will be piecemeal.

OPTIONS & IMPACTS

While this information is being presented to the Council and PUC, we are not asking for particular approval, but we wanted to update you on the attorney's recommendation, and we would like to hear your thoughts and feedback to see if we have a consensus on this path forward.

RECOMMENDATIONS

For the Public Utilities Commission to consider and provide a consensus to move forward with the personnel policy update.

For the Mayor and Councilmembers to consider and provide a consensus to move forward with the personnel policy update.

Attachments: None



MEMORANDUM

Date January 2, 2024
To Mayor and City Council
From Joe Kohlgraf, Airport Manager
RE Airport Grant MnDOT Contract #1054640

BACKGROUND & SUMMARY

The City Council will approve a grant agreement for work completed at the Mora Municipal Airport taxiway rehabilitation project.

Overall costs for the project is \$279,951 and the city's share is \$34,759. This project has a federal, state, and local share and is needing approval to accept reimbursement from federal and state funds.

RECOMMENDATIONS

MOTION to approve State of Minnesota State Airports Fund Grant Agreement for contract #1054640 for taxiway rehabilitation.

MOTION to approve Resolution No. 2024-112 Grant Agreement for Airport Improvement Excluding Land Acquisition for State Project No. A3301-52 at the Mora Municipal Airport.

Attachments:

Grant Agreement 1054640
Resolution No. 2024-112

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Mora, 101 Lake Street South, Mora, MN 55051 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project (State Project A3301-52), which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A (Credit Application Form) is attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Rehabilitate Taxilanes	74.5%	16.1%	9.4%
Federal Committed:	\$	<u>279,951.00</u>	
Federal Multiyear:	\$	<u>0.00</u>	
State:	\$	<u>60,366.00</u>	
Grantee:	\$	<u>34,759.00</u>	

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 Blank.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$ 60,366.00.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State’s Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Reimbursement request schedule: continuous as needed.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State’s discretion.

4.5.3 **State’s Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee’s invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of

receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Daniel Boerner, Central Region Airport Engineer, 395 John Ireland Blvd, St Paul MN, 55155-1800, Phone 612-427-3858, dan.boerner@state.mn.us, or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Blank

6.3 Grantee's Authorized Representative is:

Glenn Anderson, City Administrator, 101 Lake Street South, Mora, MN 55051-1588, Phone 320-225-4806, g.anderson@cityofmora.com. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors

in office.

- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will

immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

- 10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent

that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 Telecommunications Certification. By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION
 OFFICE OF AERONAUTICS
 222 EAST PLATO BOULEVARD
 ST. PAUL, MINNESOTA 55107-1618
 TELEPHONE NUMBER: (651) 234-7200

Airport Name _____
 State Project No. _____
 Federal Project No. _____
 Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____
 By _____
 Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

**RESOLUTION
2024-112
AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the as follows:

1. That the state of Minnesota Agreement No. 1054640,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A3301-52 at the Mora Municipal Airport is accepted.

2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Mora.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



MEMORANDUM

Date January 2, 2024
To Mayor and City Council
From Kirsten Faurie, Community Development Director
RE Correction to Rezoning

SUMMARY

Council will consider an ordinance to correct an error made in a previously approved re-zoning request.

BACKGROUND

Staff recently discovered an error in a re-zoning request which was approved by the council on June 20, 2023.

Council passed Resolution 2023-0622 which approved re-zoning property located at 510 Hwy 65 N from I-1 Limited Industrial District to B-2 General Business District. ***The error was that the approval should have been an ordinance – not a resolution.*** Nothing else about the rezoning has changed; in order to correct the error and codify the re-zoning properly, staff is asking the city council to approve Ordinance 491.

RECOMMENDATIONS

MOTION to approve Ordinance 491

Attachments

Staff memo originally presented to council June 20, 2023

Copy of approved CC Resolution 2023-0622

Ordinance 491



MEMORANDUM

TO: Mayor and City Council
 FROM: Caleb Christenson, Building Official
 SUBJECT: Consider a Rezoning Request of I-1 to B-2
 MEETING DATE: June 20, 2023

SUMMARY

The Planning Commission conducted a public hearing in consideration of a request to rezone a property from I-1 Limited Industrial District to B-2 General Business District. The public hearing was uncontested and the Planning Commission unanimously voted to recommend Council approves the rezoning request.

SITE INFORMATION

Property Owners:	Preferred Properties & Management, City of Mora, Mitchell Lahr
Applicants:	Preferred Properties & Management
Location:	Properties along the east side of Highway 65 from 510 Hwy. 65 N. to 706 Hwy. 65 (see attached map)
Current Zoning:	I-1 Limited Industrial District
Proposed Zoning:	B-2 General Business District
Adjacent Zoning:	North: B-2 General Business District South: B-2 General Business District East: I-1 Limited Industrial District West: R-1 Single Family Residential District
2021 Comp Plan Designation:	Industrial
Size of Subject Area:	Approx. 5 Acres

BACKGROUND INFORMATION

The property located at 510 Hwy 65 N. is currently zoned I-1 Limited Industrial District and the property owner has requested the property be rezoned to B-2 General Business District. If the rezoning is approved, the property owner has indicated they would continue to operate business similar to how Mora Marine had (marine service and storage), with the addition of boat and trailer sales, and used car sales. Staff finds this proposed use of the property is suitable for the B-2 district.

Staff recommends extending the area to be rezoned north of 510 Hwy 65 until it adjoins the existing B-2 district to the north, thus creating a business corridor along Hwy 65. This is consistent with the general zoning pattern throughout the city and creates a desirable buffer between Industrial and residentially zoned areas.

OPTIONS & IMPACTS

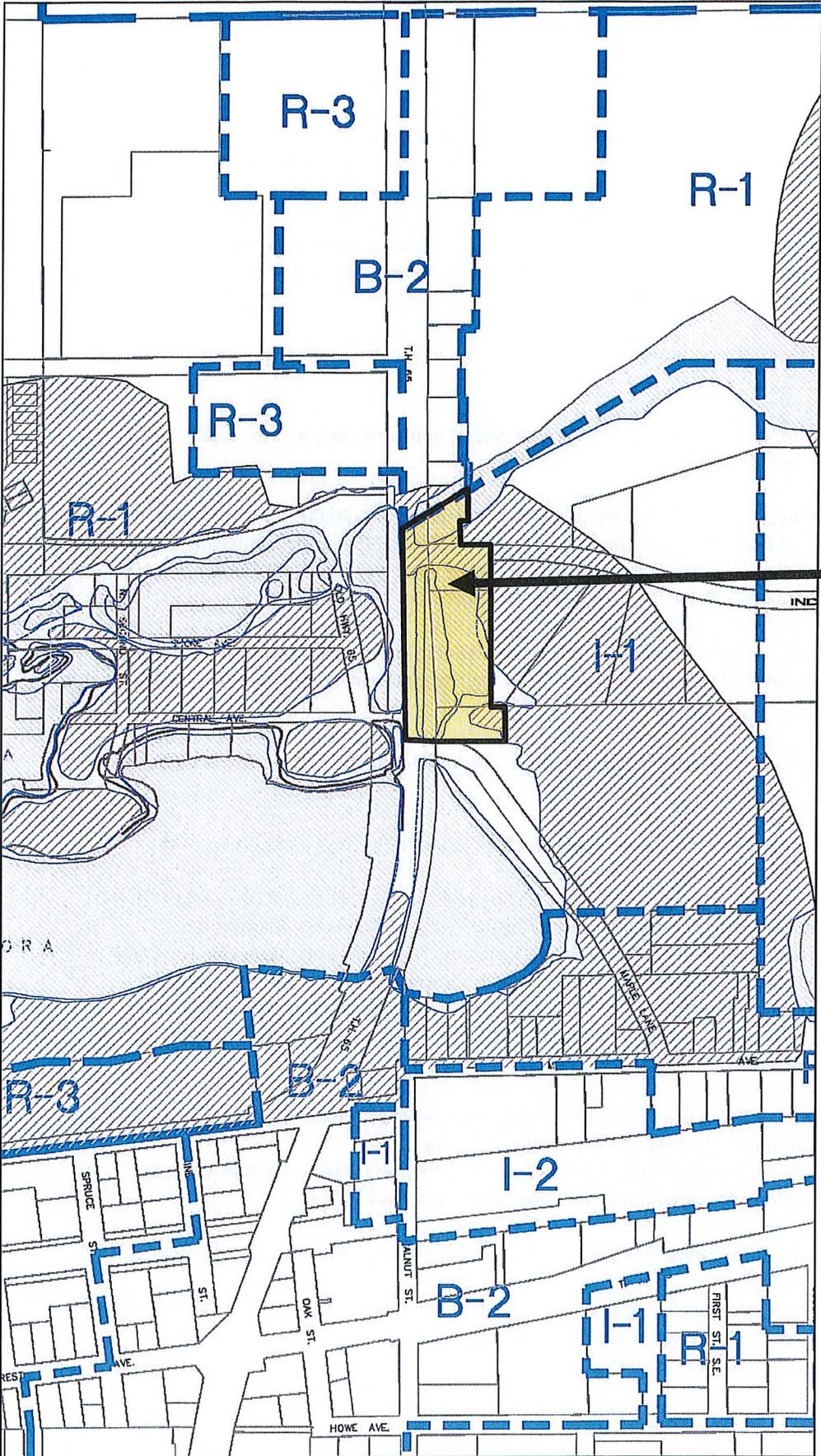
1. Recommend approval of the rezoning
2. Recommend denial of the rezoning
3. Make no decision at this time and table the request for further consideration. The 60-day review period for this request expires on July 22, 2023.

RECOMMENDATION

Motion to approve of the rezoning of the subject area from I-1 Limited Industrial District to B-2 General Business District.

ATTACHMENTS

1. Location map
2. Resolution No. 2023-0622



Proposed area
to be re-zoned
B-2 General
Business
District



RESOLUTION NO. 2023-0622

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORA, MINNESOTA, APPROVAL OF THE REZONING OF PROPERTY FROM I-1 LIMITED INDUSTRIAL DISTRICT TO B-2 GENERAL BUSINESS DISTRICT

WHEREAS, Preferred Properties & Management, applicant, submitted an application dated received May 23, 2023 and considered complete on May 23, 2023 for the rezoning of property from I-1 Limited Industrial District to B-2 General Business District; and

WHEREAS, the subject site is located along the east side of Highway 65 from 510 Hwy. 65 N. to 706 Hwy. 65; and

WHEREAS, the subject site, with adjacent public right-of-way, is approximately 5 acres in size and includes properties are described as:

Parcel #22.02130.00; Parcel #22.00335.00; the portions of Parcel #22.00370.00 currently zoned I-1; and the area of public right-of-way starting at the SE corner of Parcel 22.0335.00, thence northerly to North Industrial Park Road, thence westerly to Highway 65, thence southerly to the NW corner of Parcel #22.00335.00, thence easterly to the point of beginning.

WHEREAS, notice was provided and on June 12, 2023, the Planning Commission conducted a public hearing regarding this application, at which it heard from the city staff and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several criteria for rezoning and made the following findings:

- Criteria #1 The proposed rezoning is consistent with the goals, objectives and policies of the Comprehensive Plan.
- Finding #1 The proposed rezoning meets the 2021 Comprehensive Plan’s Land Use goal to “Guide development in a manner which prevents land use conflicts and development inefficiencies while maintaining property values.” The Comprehensive Plan Land Use Map currently designates the subject area as “industrial”; the area to the north is designated as “Residential/Commercial transition.” Rezoning this area to General Business District is a compatible land use with the neighboring Business, Industrial and Residential uses.
- Criteria #2 The proposed rezoning is compatible with the overall character of existing development in the immediate vicinity of the affected property.
- Finding #2 Existing B-2 General Business Districts to the north and south makes the proposed rezoning compatible with the character of the surrounding area.
- Criteria #3 The proposed rezoning will not have an adverse effect on the value of adjacent properties.
- Finding #3 There is no evidence to suggest that the proposed rezoning will have any adverse effect on the value of adjacent properties.

Criteria #4 The subject area proposed for rezoning is adequately served by public facilities and services.

Finding #4 The subject area is currently served by municipal water, sewer, electric and all other public facilities and services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORA, MINNESOTA, that the City Council hereby approves of the rezoning of said properties from I-1 Limited Industrial District to B-2 General Business District as requested.

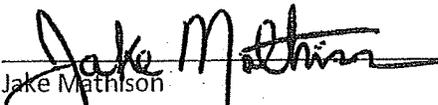
Adopted by the City Council of the City of Mora, Minnesota, this 20th day of June 2023.

Jake Mathison
Kyle Shepard
Jody Anderson

Yae
Yae
Yae

Sadie Broekemeier
David Youngquist

Yae
Yae


Jake Mathison
Mayor

ATTEST: 
City of Mora

ORDINANCE NO. 491

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORA, MINNESOTA,
APPROVING THE REZONING OF 510 HWY 65 FROM I-1 LIMITED INDUSTRIAL DISTRICT TO B-2 GENERAL
BUSINESS DISTRICT AS REQUESTED BY PREFERRED PROPERTIES & MANAGEMENT**

THE CITY COUNCIL OF THE CITY OF MORA, KANABEC COUNTY, MINNESOTA ORDAINS:

Section 1. That property owners Preferred Properties & Management, City of Mora, Mitchell Lahr, and applicant Preferred Properties & Management, have requested the rezoning of property from I-1 Limited Industrial District to B-2 General Business District; and

Section 2. the subject site is located along the east side of Highway 65 from 510 Hwy. 65 N. to 706 Hwy. 65; and

WHEREAS, the subject site, with adjacent public right-of-way, is approximately 5 acres in size and includes properties are described as:

Parcel #22.02130.00; Parcel #22.00335.00; the portions of Parcel #22.00370.00 currently zoned I-1; and the area of public right-of-way starting at the SE corner of Parcel 22.0335.00, thence northerly to North Industrial Park Road, thence westerly to Highway 65, thence southerly to the NW corner of Parcel #22.00335.00, thence easterly to the point of beginning.

Section 3. That notice was provided and on June 12, 2023. the Planning Commission conducted a public hearing regarding the proposed rezoning, at which it heard from the Community Development Director and invited members of the public to comment.

Section 4. That the Planning Commission unanimously recommended approval of the rezoning.

Section 5. That the City Council reviewed the request and considered the Planning Commission's recommendation at its June 20, 2023 meeting and found that the rezoning is consistent with the Comprehensive Plan Land Use Map designation of Residential/Commercial Transition and Comprehensive Plan housing policies; that the rezoning is compatible with the character of the surrounding area; that the rezoning will not have an adverse effect on the value of adjacent properties; and, that the subject area is adequately served by public facilities and services.

Section 6. That the request for the rezoning of 510 Hwy 65 as legally described in Section 2, from I-1 Limited Industrial District to B-2 General Business District is hereby approved and the city's official Zoning Map shall be amended accordingly.

Section 7. That this ordinance shall become effective upon its passage and publication.

The foregoing ordinance was introduced and moved adoption by Council Member _____ and seconded by Council Member _____.

Voting for the ordinance:
Voting against the ordinance:
Abstained from voting:
Absent:

Motion carried and ordinance adopted this 2nd day of January, 2023.

Jake Mathison, Mayor

ATTEST:

Glenn Anderson, City Administrator



MEMORANDUM

Date: January 2, 2024
To: Mayor and City Council
From: Kirsten Faurie, Community Development Director
RE: Correction to Minor Subdivision – 210 Oslin Road

SUMMARY

The City Council will consider rescinding Resolution No. 2023-1222, and approving Resolution No. 2024-133 granting a minor subdivision at 210 Oslin Road, PID 22-08435-00.

BACKGROUND INFORMATION

On December 19, 2023 the Mora City Council approved Resolution No. 2023-1222 granting a minor subdivision dividing property at 210 Oslin Road, PID 22-08435-00, into two parcels.

On December 20, 2023, the applicant, Ahlgren Law Office LLC, submitted revised legal descriptions for the two parcels.

Staff is asking the council to rescind Resolution No. 2023-1222 and approve a new resolution with the updated legal descriptions.

Attached for your reference is the original staff memo regarding the minor subdivision, site map, approved Resolution No. 2023-1222, and a new resolution.

OPTIONS & IMPACTS

1. Approve the Minor Subdivision with conditions as presented or amended.
2. Deny the Minor Subdivision, providing specific reasons for denial for the written record.
3. Table the request for further consideration.

RECOMMENDATION

MOTION to rescind Resolution No. 2023-1222; and
MOTION to approve Resolution No. 2024-113 granting a minor subdivision at 210 Oslin Rd, PID 22-08435-00.

Attachments

- Dec. 19 Staff Memo
- Site Map
- Approved Resolution No. 2023-1222
- Proposed Resolution No. 2024-113



MEMORANDUM

Date: **December 19, 2023**
To: Mayor and City Council
From: Kirsten Faurie, Community Development Director
RE: Consideration of Request for Minor Subdivision – 210 Oslin Road

SUMMARY

The City Council will consider granting a minor subdivision at 210 Oslin Road, PID 22-08435-00.

BACKGROUND INFORMATION

Craig, Curt and Gary Oslin, owners of 210 Oslin Road, have applied for a Minor Subdivision in order to split property at 210 Oslin Road into two parcels. The two parcels already separated into two, well-defined areas however they share PID number 22-08435-00. Oslins are requesting the minor subdivision to keep the property boundaries where they are, but simply separate the areas into two independent parcels, referred to here as Parcel A and Parcel B.

The subject site is located on Oslin Road and in the R-1 Single Family Residential District. Parcel A and Parcel B are not adjacent, but are separated from each other by another parcel. An existing home is located on Parcel A; Parcel B is currently a vacant lot.

Section 153.098 (Minor Subdivisions) of the City Code states that in the case of subdivisions resulting in three or less lots and are situated in a well-defined area, the City Council may exempt the applicant from certain requirements, including the submittal of a new survey. Being that the request will result in two lots using the existing property lines, staff is asking the City Council to approve the requested minor subdivision without the submittal of a new survey.

OPTIONS & IMPACTS

1. Approve the Minor Subdivision with conditions as presented or amended.
2. Deny the Minor Subdivision, providing specific reasons for denial for the written record.
3. Table the request for further consideration.

RECOMMENDATION

Motion to approve Resolution No. 2023-1222 as presented.

Attachments

Site Map

Resolution No. 2023-1222



22-00380-20

23

Parcel A

22-08435-00

22-08460-00

22-08465-00

22-08450-00

MATTSON ROAD

Parcel B

22-08435-00

22-08470-00

2375-00

OSLIN ROAD

22-08475-00

22-08455-00

22-08445-00

22-08480-00



RESOLUTION NO. 2023-1222

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORA, MINNESOTA,
APPROVING A MINOR SUBDIVISION AS REQUESTED BY CRAIG OSLIN, CURT OSLIN, AND GARY OSLIN**

WHEREAS, Craig Oslin, Curt Oslin, and Gary Oslin, property owners, and Ahlgren Law Office LLC, applicant, submitted an application dated received November 17, 2023 and considered complete on November 27, 2023 for a Minor Subdivision in order to split property located at 210 Oslin Road into two separate parcels; and

WHEREAS, the subject property located at 210 Oslin Road and is legally described as follows:

PID 22-08435-00

All that part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼) of Section 12, Township 39, Range 24, described as follows:

Commencing at the southwest corner of the SW¼ of SE ¼ of said Section 12; thence north along the west line of said SW¼ of SE¼ a distance of 533 feet; thence east and parallel to the south line of said SW¼ of SE¼ for 33 feet to the point of beginning of the property to be described; thence continuing east on the same course for a distance of 165 feet; thence north and parallel to the west line of said forty a distance of 100 feet; thence west and parallel to the south line of said SW¼ of SE¼ for a distance of 165 feet; thence south and parallel to the west line of said SW ¼ of SE ¼ of a distance of 100 feet to the point of beginning, said tract being a part of the SW¼ of SE ¼ of Section 12, Township 39, Range 24, Kanabec County, Minnesota.

AND

All that part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE 1/4) of Section 12, Township 39, Range 24, described as follows: Commencing at the southwest corner of the SW ¼ of SE ¼ of said Section 12, thence north along the west line of said SW¼ of SE ¼ a distance of 533 feet, thence east and parallel to the south line of said SW¼ of SE ¼ for 33 feet to the point of beginning of the property to be hereby described, thence continuing east on the same course for a distance of 165 feet, thence south and parallel to the west line of said forty for a distance of 25 feet, thence west and parallel to the south line of said SW¼ of SE¼ for a distance of 165 feet, thence north and parallel to the west line of said SW ¼ of SE ¼ for a distance of 25 feet to the point of beginning, said tract being a part of the SW ¼ of SE ¼ of Section 12, Township 39, Range 24, Kanabec County, Minnesota.

EXHIBIT "A"

*West 12 rods of that part of the SW¼ of SE¼ of Section Twelve (12), Township Thirty-nine (39), Range Twenty-four (24), Kanabec County, Minnesota, lying South of Truck Highway No. 23,
EXCEPT THE FOLLOWING FOUR EXCEPTIONS:*

EXCEPTION NO. 1

Starting at the Southwest corner of the SW¼ of SE¼ of Section 12, Township 39, Range 24, thence running North along the West line of said forty a distance of 35 feet, thence deflecting right on an angle of 90 degrees and running East a distance of 2 rods for the point of beginning of the property to be hereby described; thence continuing East on the same course a distance of 10 rods; thence deflecting left on an angle of 90 degrees and running North a distance of 100 feet; thence deflecting left on an angle of

90 degrees and running West a distance of 10 rods to a point 2 rods East of the West line of said forty, thence deflecting left on an angle of 90 degrees and running South 100 feet to the point of beginning, said tract being apart of the SW ¼ of SE ¼ of Section 12, Township 39, Range 24.

EXCEPTION NO. 2

Starting at the Southwest corner of the Southwest Quarter of Southeast Quarter (SW¼ of SE ¼) of Section 12, Township 39, Range 24 of Kanabec County, Minnesota, thence running North along the West line of said forty a distance of 135 feet; thence deflecting at an angle of 90° and running East a distance of 2 rods for a point of beginning of the property to be described; thence continuing East on the same course a distance of 10 rods; thence deflecting left on an angle of 90° and running North a distance of 75 feet; thence deflecting left on an angle of 90° and running West a distance of 10 rods to a point 2 rods East of the West line of the said forty; thence running South a distance of 75 feet to the point of beginning and there to terminate, said tract being a part of the SW ¼ of SE¼ of Section 12, Township 39, Range 24 of Kanabec County, Minnesota.

EXCEPTION NO. 3

Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼), Section Twelve (12), Township Thirty-nine (39), Range Twenty-four (24), Kanabec County, Minnesota, thence north along the west line of said forty a distance of 210 feet, thence east at right angles to the last course a distance of 2 rods to the point of beginning of the property to be hereby described, thence continuing east along the same course a distance of 10 rods, thence north at right angles to the last course a distance of 100 feet, thence west 10 rods to a point 2 rods east of west line of said forty and 100 feet north of the point of beginning, thence south 100 feet to the point of beginning, said tract being a part of the SW ¼ of SE¼, Section 12, Township 39, Range 24, Kanabec County, Minnesota.

EXCEPTION NO. 4

All that part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE 1/4) of Section 12, Township 39, Range 24, described as follows: Commencing at the southwest corner of the SW ¼ of SE ¼ of said Section 12, thence north-along-the west line of-said sw-¼-of SE-¼ a distance of 533 feet, thence east and parallel to the south line of said SW¼ of SE ¼ for 33 feet to the point of beginning of the property to be hereby described, thence continuing east on the same course for a distance of 165 feet, thence north and parallel to the west line of said forty for a distance of 100 feet, thence west and parallel to the south line of said SW¼ of SE¼ for a distance of 165 feet, thence south and parallel to the west line of said SW ¼ of SE ¼ for a distance of 100 feet to the point of beginning, said tract being a part of the SW¼ of SE¼ of Section 12, Township 39, Range 24, Kanabec County, Minnesota.

WHEREAS, the applicant has provides new legal descriptions dated received November 27, 2023 and is proposing to split the above-described property into two parcels as described as follows:

Parcel A

The East 165 feet of the West 198 feet of that part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼) of Section 12, Township 39, Range 24, Kanabec County, Minnesota lying southerly of the southerly right-of-way line of Trunk Highway No. 23 and lying northerly of Line #1 described below.

Line #1:

Commencing at the southwest corner of the SW1/4 of SE1/4 of said Section 12, thence north along the west line of said SW1/4 of SE1/4 a distance of 633 feet to the point of beginning of Line #1; thence east and parallel to the south line of said SW1/4 of SE1/4 to the east line of the West 198 feet of the SW1/4 of SE1/4 and there terminate said Line #1.

Parcel B

The East 10 rods (165 feet) of the West 12 rods (198 feet), of the North 198 feet of the South 508 feet of the Southwest Quarter of the Southeast Quarter of Section 12, Township 39 North, Range 24 West of the Fourth Principal Meridian, Kanabec County, Minnesota

WHEREAS, the City Council considered the request at its December 19, 2023 meeting

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mora find that the request for Minor Subdivision complies with the subdivision regulations of the City Code in that the subdivision results in three (3) or less parcels; and

FURTHER, the City Council finds that the subject properties are located in a well defined area and the applicant shall not be required to submit a new survey per Section 153.098 (Minor Subdivisions) of the City Code.

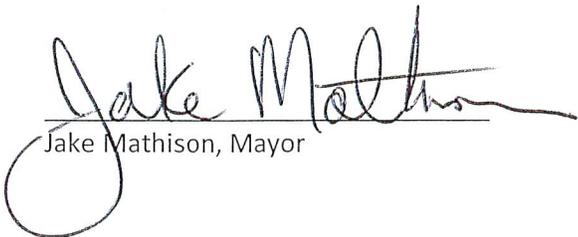
Approval is granted with the following condition:

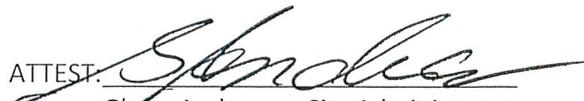
1. No subsequent Minor Subdivisions involving the above described properties shall be granted prior to December 19, 2024.

The foregoing resolution was introduced and moved for approval by Council Member Brockmeier and seconded by Council Member Anderson.

Voting for the resolution:.....Mathison, Youngquist, Shepard, Brockmeier
 Voting against the resolution:.....none
 Abstained from voting:.....none
 Absent:none

Motion carried and resolution adopted this 19th day of December, 2023.


 Jake Mathison, Mayor

ATTEST: 
 Glenn Anderson, City Administrator

RESOLUTION NO. 2024-113

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORA, MINNESOTA,
APPROVING A MINOR SUBDIVISION AS REQUESTED BY CRAIG OSLIN, CURT OSLIN, AND GARY OSLIN**

WHEREAS, Craig Oslin, Curt Oslin, and Gary Oslin, property owners, and Ahlgren Law Office LLC, applicant, submitted an application dated received November 17, 2023 and considered complete on November 27, 2023 for a Minor Subdivision in order to split property located at 210 Oslin Road into two separate parcels; and

WHEREAS, the subject property located at 210 Oslin Road and is legally described as follows:

PID 22-08435-00

All that part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼) of Section 12, Township 39, Range 24, described as follows:

Commencing at the southwest corner of the SW¼ of SE ¼ of said Section 12; thence north along the west line of said SW¼ of SE¼ a distance of 533 feet; thence east and parallel to the south line of said SW¼ of SE¼ for 33 feet to the point of beginning of the property to be described; thence continuing east on the same course for a distance of 165 feet; thence north and parallel to the west line of said forty a distance of 100 feet; thence west and parallel to the south line of said SW¼ of SE¼ for a distance of 165 feet; thence south and parallel to the west line of said SW ¼ of SE ¼ of a distance of 100 feet to the point of beginning, said tract being a part of the SW¼ of SE ¼ of Section 12, Township 39, Range 24, Kanabec County, Minnesota.

AND

All that part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE 1/4) of Section 12, Township 39, Range 24, described as follows: Commencing at the southwest corner of the SW ¼ of SE ¼ of said Section 12, thence north along the west line of said SW¼ of SE ¼ a distance of 533 feet, thence east and parallel to the south line of said SW¼ of SE ¼ for 33 feet to the point of beginning of the property to be hereby described, thence continuing east on the same course for a distance of 165 feet, thence south and parallel to the west line of said forty for a distance of 25 feet, thence west and parallel to the south line of said SW¼ of SE¼ for a distance of 165 feet, thence north and parallel to the west line of said SW ¼ of SE ¼ for a distance of 25 feet to the point of beginning, said tract being a part of the SW ¼ of SE ¼ of Section 12, Township 39, Range 24, Kanabec County, Minnesota.

EXHIBIT "A"

*West 12 rods of that part of the SW¼ of SE¼ of Section Twelve (12), Township Thirty-nine (39), Range Twenty-four (24), Kanabec County, Minnesota, lying South of Truck Highway No. 23,
EXCEPT THE FOLLOWING FOUR EXCEPTIONS:*

EXCEPTION NO. 1

Starting at the Southwest corner of the SW¼ of SE¼ of Section 12, Township 39, Range 24, thence running North along the West line of said forty a distance of 35 feet, thence deflecting right on an angle of 90 degrees and running East a distance of 2 rods for the point of beginning of the property to be hereby described; thence continuing East on the same course a distance of 10 rods; thence deflecting left on an angle of 90 degrees and running North a distance of 100 feet; thence deflecting left on an angle of

90 degrees and running West a distance of 10 rods to a point 2 rods East of the West line of said forty, thence deflecting left on an angle of 90 degrees and running South 100 feet to the point of beginning, said tract being apart of the SW ¼ of SE ¼ of Section 12, Township 39, Range 24.

EXCEPTION NO. 2

Starting at the Southwest corner of the Southwest Quarter of Southeast Quarter (SW¼ of SE ¼) of Section 12, Township 39, Range 24 of Kanabec County, Minnesota, thence running North along the West line of said forty a distance of 135 feet; thence deflecting at an angle of 90° and running East a distance of 2 rods for a point of beginning of the property to be described; thence continuing East on the same course a distance of 10 rods; thence deflecting left on an angle of 90° and running North a distance of 75 feet; thence deflecting left on an angle of 90° and running West a distance of 10 rods to a point 2 rods East of the West line of the said forty; thence running South a distance of 75 feet to the point of beginning and there to terminate, said tract being a part of the SW ¼ of SE¼ of Section 12, Township 39, Range 24 of Kanabec County, Minnesota.

EXCEPTION NO. 3

Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼), Section Twelve (12), Township Thirty-nine (39), Range Twenty-four (24), Kanabec County, Minnesota, thence north along the west line of said forty a distance of 210 feet, thence east at right angles to the last course a distance of 2 rods to the point of beginning of the property to be hereby described, thence continuing east along the same course a distance of 10 rods, thence north at right angles to the last course a distance of 100 feet, thence west 10 rods to a point 2 rods east of west line of said forty and 100 feet north of the point of beginning, thence south 100 feet to the point of beginning, said tract being a part of the SW ¼ of SE¼, Section 12, Township 39, Range 24, Kanabec County, Minnesota.

EXCEPTION NO. 4

All that part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE 1/4) of Section 12, Township 39, Range 24, described as follows: Commencing at the southwest corner of the SW ¼ of SE ¼ of said Section 12, thence north-along-the west line of-said sw-¼-of SE-¼ a distance of 533 feet, thence east and parallel to the south line of said SW¼ of SE ¼ for 33 feet to the point of beginning of the property to be hereby described, thence continuing east on the same course for a distance of 165 feet, thence north and parallel to the west line of said forty for a distance of 100 feet, thence west and parallel to the south line of said SW¼ of SE¼ for a distance of 165 feet, thence south and parallel to the west line of said SW ¼ of SE ¼ for a distance of 100 feet to the point of beginning, said tract being a part of the SW¼ of SE¼ of Section 12, Township 39, Range 24, Kanabec County, Minnesota.

WHEREAS, the applicant has provided new legal descriptions dated received December 20, 2023 and is proposing to split the above-described property into two parcels as described as follows:

Parcel A

The East 165 feet of the West 198 feet of that part of the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section 12, Township 39, Range 24, Kanabec County, Minnesota lying southerly of the southerly right-of-way line of Trunk Highway No. 23 and lying northerly of Line #1 described below.

Line #1:

Commencing at the southwest corner of the SW 1/4 of SE 1/4 of said Section 12, thence north along the west line of said SW 1/4 of SE 1/4 a distance of 633 feet to the point of beginning of Line #1; thence east

and parallel to the south line of said SW 1/4 of SE 1/4 to the east line of the West 198 feet of the SW 1/4 of SE 1/4 and there terminate said Line #1.

Parcel B

West 12 rods of that part of the SW ¼ of SE ¼ of Section Twelve (12), Township Thirty-nine (39), Range Twenty-four (24), Kanabec County, Minnesota, lying South of Trunk Highway No. 23, EXCEPT THE FOLLOWING SIX EXCEPTIONS:

EXCEPTION NO. 1: Starting at the Southwest corner of the SW¼ of SE¼ of Section 12, Township 39, Range 24, thence running North along the West line of said forty a distance of 35 feet, thence deflecting right on an angle of 90 degrees and running East a distance of 2 rods for the point of beginning of the property to be hereby described; thence continuing East on the same course a distance of 10 rods; thence deflecting left on an angle of 90 degrees and running North a distance of 100 feet; thence deflecting left on an angle of 90 degrees and running West a distance of 10 rods to a point 2 rods East of the West line of said forty, thence deflecting left on an angle of 90 degrees and running South 100 feet to the point of beginning, said tract being a part of the SW¼ of SE¼ of Section 12, Township 39, Range 24.

EXCEPTION NO. 2: Starting at the Southwest corner of the Southwest Quarter of Southeast Quarter (SW¼ of SE¼) of Section 12, Township 39, Range 24 of Kanabec County, Minnesota, thence running North along the West line of said forty a distance of 135 feet; thence deflecting at an angle of 90° and running East a distance of 2 rods for a point of beginning of the property to be described; thence continuing East on the same course a distance of 10 rods; thence deflecting left on an angle of 90° and running North a distance of 75 feet; thence deflecting left on an angle of 90° and running West a distance of 10 rods to a point 2 rods East of the West line of the said forty; thence running South a distance of 75 feet to the point of beginning and there to be terminate, said tract being a part of the SW ¼ of SE ¼ of Section 12, Township 39, Range 24 of Kanabec County, Minnesota.

EXCEPTION NO. 3: Commencing at the Southwest corner of Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼), Section Twelve (12), Township Thirty-nine (39), range Twenty-four (24), Kanabec County, Minnesota, thence north along the west line of said forty a distance of 210 feet, thence east at right angles to the last course a distance of 2 rods to the point of beginning of the property to be hereby described, thence continuing east along the same course a distance of 10 rods, thence north at right angles to the last course a distance of 100 feet, thence west 10 rods to a point 2 rods east of west line of said forty and 100 feet north of the point of beginning, thence south 100 feet to the point of beginning, said tract being part of the SW¼ of the SE¼, Section 12, Township 39, Range 24, Kanabec County Minnesota.

EXCEPTION NO. 4: All that part of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼) of Section 12, Township 39, Range 24, described as follows: Commencing at the southwest corner of the SW¼ of SE¼ of said Section 12, thence north along the west line of said SW¼ of SE¼ a distance of 533 feet; thence east and parallel to the south line of said SW ¼ of SE ¼ for 33 feet to the point of beginning of the property to be hereby described, thence continuing east on the same course for a distance of 165 feet, thence north and parallel to the west line of said forty for a distance of 100 feet, thence west and parallel to the south line of said SW ¼ of SE ¼ for a distance of 165 feet, thence south and parallel to the west line of said SW ¼ of SE ¼ for a distance of 100 feet to the point of beginning, said tract being a part of the SW ¼ of SE ¼ of Section 12, Township 39, Range 24.

EXCEPTION NO. 5: All that part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼), of Section 12, Township 39, Range 24, described as follows: Commencing at the southwest corner of the SW¼ of SE¼ of said Section 12, thence north along the west line of said SW¼ of SE¼ a distance of 533 feet, thence east and parallel to the south line of said SW¼ of SE¼ for 33 feet to the point of beginning of the property to be hereby described, thence continuing east on the same course for a distance of 165 feet, thence south and parallel to the west line of said forty a distance of 25 feet, thence west and parallel to the south line of said SW¼ of SE¼ for a distance of 165 feet, thence north and parallel to the west line of said SW¼ of SE¼ for a distance of 25 feet to the point of beginning, said tract being a part of the SW¼ of SE¼ of Section 12, Township 39, Range 24, Kanabec County, Minnesota.

EXCEPTION NO. 6: The East 165 feet of the West 198 feet of that part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼) of Section 12, Township 39, Range 24, Kanabec County, Minnesota, lying southerly of the southerly right-of-way line of Trunk Highway No. 23 and lying northerly of Line #1 described below:

Line #1:

Commencing at the southwest corner of the SW¼ of SE¼ of said Section 12, thence north along the west line of said SW¼ of SE¼ a distance of 633 feet to the point of beginning of Line #1; thence east and parallel to the south line of said SW¼ of SE¼ to the east line of the West 198 feet of the SW¼ of SE¼ and there terminate said Line #1.

WHEREAS, the City Council considered the request at its January 2, 2024 meeting

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mora find that the request for Minor Subdivision complies with the subdivision regulations of the City Code in that the subdivision results in three (3) or less parcels; and

FURTHER, the City Council finds that the subject properties are located in a well defined area and the applicant shall not be required to submit a new survey per Section 153.098 (Minor Subdivisions) of the City Code.

Approval is granted with the following condition:

- 1. No subsequent Minor Subdivisions involving the above described properties shall be granted prior to January 2, 2025.

The foregoing resolution was introduced and moved for approval by Council Member _____ and seconded by Council Member _____.

Voting for the resolution:
Voting against the resolution:.....
Abstained from voting:
Absent:

Motion carried and resolution adopted this 2nd day of January 2024.

Jake Mathison, Mayor

ATTEST: _____
Glenn Anderson, City Administrator



MEMORANDUM

Date January 2, 20224
To Mayor and City Council
From Natasha Segelstrom, Administrative Services Director
RE Write-in Votes for Local Elective Office

BACKGROUND & SUMMARY

In order to save time and resources spent counting and individually record write-in votes on the ballot the City Council will consider adopting a Resolution to enforce restrictions on counting write-in votes.

Minnesota Statute 204B.09, subd. 3 allows cities to adopt a resolution governing the counting of write-in votes for local elective office.

The Resolution will require that a written request be made no later than the seventh day before the city election to have the candidate's write-in votes individually recorded.

Kanabec County has required that write-ins candidates register as a write-in prior to the election for several years and has been recognized as a timesaver amongst election judges. Until this past legislation, state statute did not provide statutory cities the option.

By adopting a resolution, it will save time and resources spent counting frivolous write-in votes and affirms the write-in candidate's intent for the local government office.

RECOMMENDATIONS

Motion to approve Resolution No. 2024-114 Resolution Governing Write-In Vote Counting

Attachments:

Resolution No. 2024-114
Minnesota Statute 204B.09 Subd. 3

RESOLUTION NO. 2024-114

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORA, MINNESOTA
GOVERNING WRITE-IN VOTE COUNTING.**

WHEREAS, Minnesota Statute § 204B.09, subd. 3 authorizes a city to adopt a resolution governing the counting of write-in votes;

WHEREAS, a city that adopts a resolution must do so before the first day of filing for office;

WHEREAS, city election officials spend considerable time and resources to count and individually record write-in votes cast, many of which are frivolous; and

WHEREAS, in order to save city time and resources, it is in the best interest of the City of Mora, to enforce restrictions on the counting of write-in votes consistent with the provisions of Minnesota Statute § 204B.09, subd. 3.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORA, MINNESOTA THAT:

Any candidate wishing to have their write-in votes individually recorded must file a written request with the Chief Election Official no later than the seventh day before any municipal election.

BE IT FURTHER RESOLVED, that pursuant to Minnesota Statute § 204B.09, subd. 3, this resolution shall remain in effect until a subsequent resolution on the same subject is adopted by the City of Mora.

Passed by the City Council of Mora, Minnesota this Second Day of January, 2024.

Mayor

Attested:

City Clerk

204B.09 TIME AND PLACE OF FILING AFFIDAVITS AND PETITIONS.

Subdivision 1. **Candidates in state and county general elections.** (a) Except as otherwise provided by this subdivision, affidavits of candidacy and nominating petitions for county, state, and federal offices filled at the state general election shall be filed not more than 84 days nor less than 70 days before the state primary. The affidavit may be prepared and signed at any time between 60 days before the filing period opens and the last day of the filing period.

(b) Notwithstanding other law to the contrary, the affidavit of candidacy must be signed in the presence of a notarial officer or an individual authorized to administer oaths under section 358.10.

(c) This provision does not apply to candidates for presidential elector nominated by major political parties. Major party candidates for presidential elector are certified under section 208.03. Other candidates for presidential electors may file petitions at least 77 days before the general election day pursuant to section 204B.07. Nominating petitions to fill vacancies in nominations shall be filed as provided in section 204B.13. No affidavit or petition shall be accepted later than 5:00 p.m. on the last day for filing.

(d) Affidavits and petitions for county offices must be filed with the county auditor of that county. Affidavits and petitions for federal offices must be filed with the secretary of state. Affidavits and petitions for state offices must be filed with the secretary of state or with the county auditor of the county in which the candidate maintains residence.

(e) Affidavits other than those filed pursuant to subdivision 1a must be submitted by mail or by hand, notwithstanding chapter 325L, or any other law to the contrary and must be received by 5:00 p.m. on the last day for filing.

Subd. 1a. **Absent candidates.** (a) A candidate for special district, county, state, or federal office who will be absent from the state during the filing period may submit a properly executed affidavit of candidacy, the appropriate filing fee, and any necessary petitions in person to the filing officer. The candidate shall state in writing the reason for being unable to submit the affidavit during the filing period. The affidavit, filing fee, if any, and petitions must be submitted to the filing officer during the seven days immediately preceding the candidate's absence from the state. Nominating petitions may be signed during the 14 days immediately preceding the date when the affidavit of candidacy is filed.

(b) A candidate for special district, county, state, or federal office who will be absent from the state during the entire filing period or who must leave the state for the remainder of the filing period and who certifies to the secretary of state that the circumstances constitute an emergency and were unforeseen, may submit a properly executed affidavit of candidacy by facsimile device or by transmitting electronically a scanned image of the affidavit to the secretary of state during the filing period. The candidate shall state in writing the specific reason for being unable to submit the affidavit by mail or by hand during the filing period or in person prior to the start of the filing period. The affidavit of candidacy, filing fee, if any, and any necessary petitions must be received by the secretary of state by 5:00 p.m. on the last day for filing. If the candidate is filing for a special district or county office, the secretary of state shall forward the affidavit of candidacy, filing fee, if any, and any necessary petitions to the appropriate filing officer.

Subd. 2. **Other elections.** Affidavits of candidacy and nominating petitions for city, town or other elective offices shall be filed during the time and with the official specified in chapter 205 or other applicable law or charter, except as provided for a special district candidate under subdivision 1a. Affidavits of candidacy and applications filed on behalf of eligible voters for school board office shall be filed during the time and with the official specified in chapter 205A or other applicable law. Affidavits of candidacy and nominating petitions filed under this subdivision must be submitted by mail or by hand, notwithstanding chapter 325L,

or any other law to the contrary, and must be received by the appropriate official within the specified time for the filing of affidavits and petitions for the office.

Subd. 3. Write-in candidates. (a) A candidate for county, state, or federal office who wants write-in votes for the candidate to be counted must file a written request with the filing office for the office sought not more than 84 days before the primary and no later than the seventh day before the general election. The filing officer shall provide copies of the form to make the request. The filing officer shall not accept a written request later than 5:00 p.m. on the last day for filing a written request.

(b) The governing body of a statutory or home rule charter city may adopt a resolution governing the counting of write-in votes for local elective office. The resolution may:

(1) require the candidate to file a written request with the chief election official no later than the seventh day before the city election if the candidate wants to have the candidate's write-in votes individually recorded; or

(2) require that write-in votes for an individual candidate only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

If the governing body of the statutory or home rule charter city adopts a resolution authorized by this paragraph, the resolution must be adopted before the first day of filing for office. A resolution adopted under this paragraph remains in effect until a subsequent resolution on the same subject is adopted by the governing body of the statutory or home rule charter city.

(c) The governing body of a township, school board, hospital district, park district, soil and water district, or other ancillary elected district may adopt a resolution governing the counting of write-in votes for local elective office. The resolution may require that write-in votes for an individual candidate only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

(d) A candidate for president of the United States who files a request under this subdivision must include the name of a candidate for vice president of the United States. The request must also include the name of at least one candidate for presidential elector. The total number of names of candidates for presidential elector on the request may not exceed the total number of electoral votes to be cast by Minnesota in the presidential election.

(e) A candidate for governor who files a request under this subdivision must file jointly with another individual seeking nomination as a candidate for lieutenant governor. A candidate for lieutenant governor who files a request under this subdivision must file jointly with another individual seeking nomination as a candidate for governor.

History: 1981 c 29 art 4 s 9; 1986 c 475 s 11; 1987 c 266 art 1 s 24; 1989 c 291 art 1 s 8; 1990 c 585 s 24; 1990 c 608 art 7 s 2; 1991 c 227 s 11; 2000 c 467 s 9-11; 1Sp2001 c 10 art 18 s 18,19; 2004 c 293 art 2 s 16,17; 2008 c 244 art 1 s 10; 2010 c 184 s 12; 2014 c 264 s 14; 2017 c 92 art 1 s 13; 2021 c 31 art 3 s 7; 2023 c 62 art 4 s 74,75



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FOR IMMEDIATE RELEASE
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City of Mora approves a reduced final tax levy

(Mora, MN) -- On December 19, the Mora City Council approved a final 2024 tax levy of \$1,770,830 which is a \$266,731 or 17.73% increase over the 2023 levy. The approved final levy is a \$66,013 reduction from the preliminary levy the council approved in September.

Additionally, the Kanabec County Assessor's Office estimates an 11.18 % increase the city's total tax capacity. Mora City Administrator said this is good news for taxpayers as this increase in capacity will likely reduce the impact of the levy increase to individual taxpayers.

Property Tax Relief

For homeowners concerned about paying their property taxes, the state of Minnesota offers property tax relief programs aimed at homeowners including the Homestead Credit Refund Program and the Senior Citizen Property Tax Deferral Program.

Homestead Credit Refund Program

The homestead credit refund is a state-paid refund that provides tax relief to homeowners whose property taxes are high relative to their incomes. The program was previously known as the homeowner's property tax refund program, or PTR, and sometimes popularly called the "circuit breaker."

To qualify, you must:

- Own and occupy a home
- Have your home classified as a homestead with your county
- Pay or arrange to pay your property taxes

There are two types of Homestead Credit Refund:

- A regular refund based on your income and property taxes
- A special refund based on how much your property tax increased

You may qualify for one or both of these refunds. You can claim your refund online, through a software provider, or by paper. For details on these options, see [Filing for a Property Tax Refund](https://www.revenue.state.mn.us/filing-property-tax-refund) at

<https://www.revenue.state.mn.us/filing-property-tax-refund>

Senior Citizen Property Tax Deferral Program

The Senior Citizens Property Tax Deferral Program allows property taxpayers who are 65 years or older, and whose total household income is \$96,000 or less, to defer a portion of their homestead property taxes until some later time. It provides senior citizens whose property taxes are high relative to their incomes, but who wish to stay in their homes, an option for paying their property taxes. The program's goal is to help older homeowners, whose property taxes are high relative to their incomes, to stay in their homes.

To qualify:

- Homeowners must be at least 65. If married, only one spouse must be at least 65 years old while the other must be at least 62 years old.
- Household income must be equal to or less than \$96,000.
- Applicants must have owned the home for five years before applying for the deferral.
- Homeowners must submit a completed application form to the Minnesota Department of Revenue.

Under the deferral program, homeowners pay the first 3% of the taxes owed. The state pays the balance of property taxes owed to the county and places a lien on the home. The deferred taxes become a loan to the homeowners. The interest rate on this loan cannot exceed 5%. Owners who wish to sell the home must pay the deferred tax plus any accrued interest.

Other important points about this program include:

- Once participating in the program, homeowners cannot defer payment of property taxes owed during any year that household income exceeds the \$96,000 threshold. The homeowners remain in the program. They simply notify the state once household income falls back below \$96,000 to restart the deferral.
- Additional eligibility criteria relate to the amount of debt outstanding on the property and other state or federal tax liens.
- Deferral terminates when one of several events occurs. These include the death of the homeowners, sale or transfer of the property, written notification the homeowners wish to discontinue the deferral, or the property's disqualification as a homestead. Even with termination, the lien remains outstanding on the property.

For more information visit: <https://www.revenue.state.mn.us/property-tax-deferral-senior-citizens>

For more information about the City of Mora and upcoming council meetings, visit www.ci.mora.mn.us

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