

Canton City Council
December 13, 2023 – 6 pm
Regular Meeting Agenda

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda
4. Consent agenda
 - a) Approval of November 8, 2023 Public Hearing Meeting Minutes
 - b) Approval of November 8, 2023 Regular Meeting Minutes
 - c) Approval of December Disbursements
5. Public comments
6. Reports
 - a) Mayor
 - b) Clerk & Deputy Clerk
 - c) Public Works
 - d) Fire Department
 - e) Police
 - f) Planning Commission
 - g) Other
7. Old business
 - a) Consider approval of 3% COLA
 - b) Consider approval of Resolution 2023-15: 2024 Final General Fund Budget
 - c) Consider approval of Resolution 2023-16: 2024 Final Certified Tax Levy
 - d) Consider approval of Resolution 2023-17: 2024 Final Water Fund Budget
 - e) Consider approval of Resolution 2023-18: 2024 Final Sewer Fund Budget
 - f) Consider approval of Resolution 2023-19: 2024 Final Fire Department Budget
 - g) Consider approval to purchase new snowplow truck
 - h) Discuss options for selling current snowplow truck
8. New business
 - a) Consider approval of Ordinance 2024-01: 2024 Fee Schedule
 - b) Consider approval for summary publication of Ordinance 2024-01: 2024 Fee Schedule
 - c) Consider approval of Resolution 2023-20: 2024 Election polling place designation
 - d) Consider approval of Resolution 2023-21: Fire Department gambling exempt permit application
 - e) Consider approval of Resolution 2023-22: Canton Community Association gambling exempt permit application
 - f) Consider approval of Resolution 2023-23: Canton American Legion Post 400 off-site gambling permit
 - g) Consider approval of Resolution 2023-24: Amending Personnel Policy Handbook
 - h) Consider approval of Resolution 2023-25: Setting Public Hearing on proposed vacation of various alleys & streets
 - i) Consider approval of County Prosecutor Agreement

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- j) Consider approval of Legion to utilize City account at Village Farm & Home to purchase 2 Blackstone griddles
- k) Discuss Town Hall kitchen updates (stove/oven & exhaust system)

9. Adjourn

Upcoming Dates:

City Office Closed – Christmas Day & New Year Day	December 25
City Office Closed – New Years Day	January 1
Regular City Council Meeting at 6 p.m.	January 10
City Office Closed – Martin Luther King Day	January 15
Joint Meeting w/ Mabel City Council & M-C School Board	January 17 @ 6pm

**Canton City Council Public Hearing
November 8, 2023**

Members present: Josh Nordsving, Jen Dowling, Jason Magnuson, Kristy Ziegler, Randy Gossman

City Staff present: Anne Koliha, Barb Kerns, Jim Davis

City Staff absent: Jon Nordsving

Visitors present: Melissa Vanderplas (FC Journal), Carl Ernst

Mayor Josh Nordsving called the public hearing to order at 6:00 p.m.

He stated the purpose of the hearing was to hear public comment on utility fee amounts to be charged in 2024.

Mayor Nordsving entertained public comments.

Public comments:

Ernst questioned whether this increase is just a band aid or are utility rates going to continue to be raised every couple of years

Motion by Ziegler, seconded by Gossman to adjourn the public hearing at 6:02 p.m.; motion carried.

Canton City Council Regular Meeting Minutes November 8, 2023

Members present: Josh Nordsving, Jason Magnuson, Kristy Ziegler, Jen Dowling, Randy Gossman

City staff present: Anne Koliha, Barb Kerns, Jim Davis

City staff absent: Jon Nordsving

Visitor(s) present: Melissa Vanderplas (FC Journal), Carl Ernst

Mayor Nordsving called the regular meeting to order at 6:02 p.m.

Motion by Ziegler, seconded by Magnuson to approve the agenda, motion carried.

Consent Agenda

Motion by Ziegler, seconded by Dowling to approve the consent agenda:

- a) Approval of October 11, 2023 Regular Meeting Minutes
- b) Approval of November Disbursement
- c) Approval of ZZ Tap liquor license application
- d) Approval of waiver of Town Hall fee for Canton Legion for November 11 Veterans dinner

Public comments: none

Reports:

Mayor Nordsving: Mayor Nordsving brought up to the council about abandoning/vacationing grass alleys and portions of streets, need to check with MiEnergy regarding access to electric lines/boxes; also brought up about miscellaneous lots owned by City what to do with them

Deputy Clerk: Kerns noted with colder weather approaching anyone with vulnerable water meters should prepare and care for them as costs of meters continues to go up

Clerk: Koliha reported on continued work on budgets, processing of ordinance updates, working with PW Nordsving on grant application for replacement fluoridation equipment for water system

Public Works: Davis reported on them trimming up trees before winter, wastewater sludge has been hauled for the year. Koliha reported on behalf of Nordsving about councils wishes on how to handle hazardous trees our town that are on peoples property but close to the roads, explained how City of Mabel handles with a letter stating that the City will be hiring a tree service to remove these trees and costs passed on to the landowners with option to pay or put on property taxes – council thought good idea to do and advised Koliha to go ahead and send out letters as needed.

Fire Department: Davis reported on the Fire Department request to increase their PERA benefit level to \$900 with the Fire Relief Association making a larger donation of \$3000 to cover this increase

Police: none

Planning Commission: none

Old Business

- a) Consider approval of Resolution 2023-11 Sewer Rate increase for 2024
Motion by Ziegler, seconded by Dowling to approve Resolution 2023-11 Sewer Rate increase for 2024; motion carried.
- b) Consider approval of Resolution 2023-12 Garbage & Recycling Rate increase for 2024
Motion by Magnuson, seconded by Ziegler to approve Resolution 2023-12 Garbage & Recycling Rate increase for 2024; motion carried.
- c) Discussion on 2024 Preliminary Budgets
Clerk Koliha reported updates to budgets, have been able to drop the tax levy to 8% for the general fund.

New Business

- a) Consider approval of Resolution 2023-13 Certifying Unpaid Utility Charges
Motion by Ziegler, seconded by Gossman to approve Resolution 2023-13 Certifying Unpaid Utility Charges; motion carried.
- b) Consider prize money for Holiday adopt-a-planter contest
Council agreed to provide 'Canton' Dollars for prizes same as last year
- c) Consider approval to increase PERA benefit level for Fire Department to \$900
Motion by Gossman, seconded by Dowling to approve the increase to PERA benefit level for Fire Department to \$900; motion carried with Magnuson abstaining.
- d) Consider approval of \$3,000 donation from Canton Fire Relief Association
Motion by Gossman, seconded by Ziegler to accept the \$3,000 donation from Canton Fire Relief Association; motion carried with Magnuson abstaining.
- e) Consider approval of \$3,000 contribution to PERA on behalf of Canton Fire Department
Motion by Gossman, seconded by Ziegler to approve the \$3,000 contribution to PERA on behalf of Canton Fire Department; motion carried with Magnuson abstaining.

Motion by Magnuson, seconded by Ziegler to adjourn the meeting at 6:41 p.m.; motion carried.

December 2023 Disbursements

General Fund

Acentek	\$	222.31	Phone & Internet Services (City Hall/Town Hall)
Canon Financial*	\$	44.00	Copier monthly lease contract
MiEnergy	\$	73.16	Electric: City Hall
MiEnergy	\$	80.05	Electric: Town Hall
MiEnergy	\$	33.06	Electric: Bus Shed
MiEnergy	\$	483.19	Electric: Street Lights
MiEnergy	\$	60.24	Electric: Welcome Sign
MiEnergy	\$	32.21	Electric: Ball Field
MN Energy Resources*	\$	78.97	Gas: City Hall
MN Energy Resources*	\$	81.01	Gas: Maintenance Shop
MN Energy Resources*	\$	147.80	Gas: Town Hall
Nordsving, Jon	\$	50.00	Cell phone stipend
Tri-State Business Machines	\$	39.32	Copier monthly contract
Wright Way Computers	\$	41.57	Monthly computer services
Run Right Power Equipment	\$	118.81	Repairs: pole saw
Bruening Rock Products	\$	238.86	Road rock
Village Farm & Home	\$	144.28	Supplies
Fillmore County Auditor-Treasurer	\$	6,000.00	4th Quarter Police Contracted Services
SMG Web Design	\$	600.00	Web design & Hosting Services
Total General Fund Disbursements	\$	8,568.84	

Mitson Fund

MiEnergy	\$	32.21	Electric: Mitson House
Total Mitson Disbursements	\$	32.21	

Water Fund

Acentek	\$	40.23	Phone dialer system
Gopher State One Call	\$	8.10	Locates
MiEnergy	\$	628.67	Electric: Pump House
MN Dept of Health	\$	420.00	Quarterly Service Connection Fee
Dakota Supply Group	\$	1,264.58	Water Meters
Total Water Disbursements	\$	2,361.58	

Sewer Fund

Acentek	\$	40.23	Phone: WWTF
MiEnergy	\$	987.39	Electric: WWTF
Utility Consultants	\$	193.07	Samples
Farmers Union Cooperative	\$	740.00	LP Gas
First Southeast Bank	\$	19,414.00	Sewer Note (\$12,000 principal + \$7,414 interest)
Total Sewer Disbursements	\$	21,374.69	

Garbage Fund

Richard's Sanitation	\$	2,609.42	Monthly service charge
Total Garbage Disbursements	\$	2,609.42	

Fire Department

Acentek	\$	64.95	Internet services
MiEnergy	\$	75.46	Electric: Fire Hall
MiEnergy	\$	33.30	Electric: Cooler
MN Energy Resources*	\$	104.22	Gas: Fire Hall
Total Fire Department Disbursements	\$	277.93	

Total Monthly Disbursements **\$ 35,224.67** *EFT Payments



**Office of the
FILLMORE COUNTY SHERIFF**

JOHN DEGEORGE Sheriff
LANCE BOYUM Chief Deputy
901 Houston St. NW
PRESTON, MN 55965-1080

Tel: 507-765-3874
Emergency Dial 911
Fax: 507-765-2703

Date: December 1, 2023
To: Canton City Council
From: Jason Harmening, Deputy Sheriff
John DeGeorge, Fillmore County Sheriff
Re: December 2023 Monthly Council Report

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2023-09-04	Traffic	HWY 52
2023-09-10	Welfare Check	ASH ST
2023-09-10	Traffic	HWY 52
2023-09-11	Fraud/Scam	Main St
2023-09-15	Traffic	HWY 52
2023-09-20	Animal Complaint	HWY 52
2023-09-23	MAARC	ASH ST
2023-09-24	Traffic	HWY 52
2023-09-28	Ambulance	MAIN ST
2023-09-30	Confidential	Oak St. N
2023-10-02	Funeral Escort	MAIN ST
2023-10-02	Traffic	HWY 52
2023-10-05	Parking Complaint	MAIN ST
2023-10-07	Civil	ASH ST
2023-10-08	Traffic	HWY 52
2023-10-10	Criminal Damage to Property	Prairie Ave
2023-10-11	Confidential	HUDSON AVE
2023-10-11	Confidential	HUDSON AVE
2023-10-12	Traffic	HWY 52



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2023-10-16	Domestic Disturbance	1ST ST
2023-10-19	Assist	MAIN ST
2023-10-20	Traffic	highway 52
2023-10-20	Traffic	HIGHWAY 52
2023-10-27	Assist	HWY 52
2023-11-03	Traffic	HWY 52
2023-11-07	Traffic	HWY 52
2023-11-09	Information	ASH ST
2023-11-10	Custody Dispute	MAIN ST
2023-11-10	Confidential	1st St. N
2023-11-12	Domestic Disturbance	HWY 52
2023-11-13	Traffic	HWY 44
2023-11-15	Fires	146th St
2023-11-22	Ambulance	PRAIRIE AVE
2023-11-29	Traffic	HWY 52

Law Enforcement Services Agreement

THIS AGREEMENT, made and entered into by and between the COUNTY OF FILLMORE, hereinafter referred to as "the County" and the City of Canton, a municipal corporation under the laws of the state of Minnesota, hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, the parties to this agreement are desirous of contracting for the performance by the County of law enforcement functions for, and within the boundaries of the City of Canton through the Fillmore County Sheriff; and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes 1957, 471.59 and 436.05, and Laws 1959, Chapter 372;

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, The County and the City agree as follows:

1. SCOPE OF SERVICES

- A. The County agrees, through the Sheriff of the County of Fillmore to provide patrol and police protection within the corporate limits of the City to the extent and in the manner hereinafter set forth. Such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County under state statutes.
- B. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the County. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the County shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section 5.B herein.
- C. Services provided pursuant to this Agreement shall include, but shall not be limited to, traffic law enforcement including the regular use of radar as a speed deterrent, non-traffic ordinance law enforcement, license inspection and enforcement, and the regular patrol of business and residential areas within the City. The County shall assist the City in enforcement of City Ordinances upon request.
- D. Services shall be provided at least two (2) hours per day, seven (7) days per week.
- E. The County shall furnish and supply all necessary labor, supervision, squad cars, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement, except as noted herein.

- F. All Deputy Sheriffs, clerks, dispatchers, and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County for all purposes.

2. ASSUMPTION OF LIABILITY/INSURANCE

- A. Except as otherwise provided, the City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City, and the County hereby assumes said liabilities.
- B. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of this employment and the County hereby agrees to hold harmless the City against any such claim.
- C. The City, their officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the County or the County's employees performing services pursuant to this Agreement, and the County shall hold the City, their officers, and employees harmless from and shall defend the City, their officers and employees, against any claim for damages arising out of the County's performance of this Agreement.
- D. The County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of the City, or of any officers, agents, or employees thereof, and the City shall hold the County and its officers and employees harmless from and shall defend the County and its officers and employees against any claim for damages arising out of the City's performance of this Agreement.
- E. The County agrees to maintain, during the term of this Agreement, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by the County, through its Risk Manager. The County shall name the City as additional insured on these insurance policies except for workers compensation policy.

3. TERMS OF AGREEMENT/TERMINATION

- A. Beginning January 1st, 2024, the cost to provide the contracted services is \$61 per hour.
- B. This agreement shall automatically renew each year on January 1st, with a 3% increase in the hourly rate; upon the same terms and conditions unless a party hereto gives written notice to the other parties as provided herein.
- C. Any party may terminate this Agreement after January 1st, 2025, upon six month's notice to the other parties.
- D. Notice to the County shall be given to the Fillmore County Sheriff. Notice to the City shall be given to the City Clerk.

4. PAYMENT

- A. The City agrees to pay the County for two (2) hours of service per day at the 2024 contract rate of \$61 per hour. The City agrees to pay the County \$44,530 per year in total.
- B. The COUNTY shall bill the City on a quarterly basis. The City shall pay the County within thirty (30) days of receipt of the monthly statement.

5. GENERAL PROVISIONS

- A. The Fillmore County Sheriff's Office shall submit to the City monthly activity reports detailing the activities of the Sheriff's Office within the City. The reports shall contain at least the number and type of calls answered. The Fillmore County Sheriff will attend a city council meeting when requested by the city.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the City and attached to the original of this Agreement.

IN WITNESS WHEREOF, the County of Fillmore, by resolution of its Board of County Commissioners, caused these presents to be subscribed by the Chair and Secretary of said Board, and the City of Canton, by resolution duly adopted by their city Council, have caused this Agreement to be signed by its Mayor and City Clerk, respectively, on the dates indicated by each signature.

COUNTY OF FILLMORE

CITY OF CANTON

Board Chair

Mayor

Administrator/Clerk

Clerk

Fillmore County Sheriff

GENERAL FUND					
EXPENDITURES	2023 Budget	2023 YTD (Jan-Dec 13)	2024 Budget	Budget Change	
Wages: Admin Staff	\$ 35,000.00	\$ 35,865.23	\$ 39,000.00	\$ 4,000.00	*COLA 3% + insurance stipend (insurance stipend not in 2023 budget)
Wages: Maintenance Staff	\$ 51,000.00	\$ 51,552.82	\$ 56,000.00	\$ 5,000.00	
Council Wages	\$ 4,300.00	\$ -	\$ 4,300.00	\$ -	
PERA	\$ 6,200.00	\$ 6,305.99	\$ 6,400.00	\$ 200.00	
FICA	\$ 6,600.00	\$ 6,687.41	\$ 6,700.00	\$ 100.00	
Insurance	\$ 19,000.00	\$ 17,876.00	\$ 18,000.00	\$ (1,000.00)	
Office Supplies	\$ 4,000.00	\$ 2,197.08	\$ 2,775.00	\$ (1,225.00)	
Operating Supplies	\$ 8,000.00	\$ 8,336.13	\$ 8,300.00	\$ 300.00	
Repair/Maint: Buildings	\$ 21,000.00	\$ 19,427.94	\$ 5,000.00	\$ (16,000.00)	
Repair/Maint: Streets	\$ 7,000.00	\$ -	\$ 5,000.00	\$ (2,000.00)	
Street Maint Materials	\$ 8,000.00	\$ 2,322.46	\$ 5,000.00	\$ (3,000.00)	
Equipment (sm tools/machinery)	\$ 16,000.00	\$ 414.77	\$ 60,000.00	\$ 44,000.00	*plow truck
Professional Services	\$ 21,000.00	\$ 18,247.30	\$ 18,000.00	\$ (3,000.00)	
Communications	\$ 5,500.00	\$ 4,598.02	\$ 5,000.00	\$ (500.00)	
Transportation/Travel	\$ 500.00	\$ 131.00	\$ 200.00	\$ (300.00)	
Miscellaneous	\$ 1,500.00	\$ 694.32	\$ 500.00	\$ (1,000.00)	
Donations	\$ 500.00	\$ 100.00	\$ 300.00	\$ (200.00)	
Awards & Recognition	\$ 1,000.00	\$ 345.99	\$ 500.00	\$ (500.00)	
Summer Rec	\$ 3,220.00	\$ 3,220.00	\$ 3,220.00	\$ -	
City Fire Protection	\$ 5,270.00	\$ 5,270.00	\$ 7,440.00	\$ 2,170.00	
Ambulance	\$ 3,410.00	\$ 3,410.00	\$ 4,030.00	\$ 620.00	
Police Department	\$ 24,960.00	\$ 24,000.00	\$ 44,530.00	\$ 19,570.00	
Electric Utilities	\$ 11,000.00	\$ 9,373.36	\$ 9,600.00	\$ (1,400.00)	
Gas Utilities	\$ 6,000.00	\$ 5,054.41	\$ 5,275.00	\$ (725.00)	
TOTAL EXPENDITURES	\$ 269,960.00	\$ 225,430.23	\$ 315,070.00		
REVENUE	2023 Budget	2023 YTD (Jan-Nov)	2024 Budget	Budget Change	
Property Taxes	\$ 169,505.04	\$ 116,096.35	\$ 181,370.00	\$ 11,864.96	7% Levy increase
Local Government Aid	\$ 97,566.00	\$ 48,783.00	\$ 105,250.00	\$ 7,684.00	
Other Aid	\$ 8,000.00	\$ 342.64	\$ 8,000.00	\$ -	
Fines/Forefeits	\$ 500.00	\$ 384.26	\$ 500.00	\$ -	
Licenses/Permit	\$ 2,000.00	\$ 754.95	\$ 1,000.00	\$ (1,000.00)	
Rentals	\$ 1,800.00	\$ 2,120.00	\$ 1,800.00	\$ -	
Reimbursements	\$ 1,400.00	\$ 2,268.20	\$ 2,500.00	\$ 1,100.00	
Miscellaneous		\$ 2,540.34			
Interest Earnings		\$ 3,243.59	\$ 1,000.00		
Public Safety Aid			\$ 13,653.00		One-time Aid for cities
TOTAL REVENUES	\$ 280,771.04	\$ 176,533.33	\$ 315,073.00		
GAIN/(LOSS)			\$ 3.00		

City of Canton

Resolution #2023-15 **A RESOLUTION APPROVING THE** **2024 FINAL GENERAL FUND OPERATING BUDGET**

WHEREAS, the City of Canton is required to maintain a budget for its fiscal operations, and;

WHEREAS, the City of Canton has the legal authority to use its taxation authorities to levy necessary funds to operate the City, and;

WHEREAS, the City of Canton is continually monitoring its budget and develops a fiscal budget based on the calendar year, and;

WHEREAS, the Finance Committee reviewed financial documentation and provided a budget recommendation to the City Council.

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

The 2024 Final General Fund Budget be certified in the amount of \$ 315,070.00

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk

City of Canton

Resolution #2023-16 **A RESOLUTION APPROVING THE** **2024 FINAL TAX LEVY,** **FOR PROPERTY TAXES COLLECTIBLE IN 2024**

WHEREAS, the City of Canton has set the 2024 tax levy in the amount of \$181,370.00, which represents a 7% increase from the 2023 tax levy, and;

WHEREAS, the 2024 tax levy will generate an additional \$11,864.96 in General Fund revenue for operating expenditures incurred in 2024, and;

WHEREAS, the Finance Committee reviewed financial documentation and provided a recommendation to the City Council, and;

WHEREAS, the City Clerk is instructed to transmit a certified copy of this resolution to the Fillmore County Auditor by December 28, 2023

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

That the following sums of money be levied for 2024, collectible in 2024, upon taxable property in the City of Canton, in these maximum amounts, for the following purposes:

1. General Revenue: \$ 181,370.00
2. Total Certified Levy: \$ 181,370.00

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk

WATER FUND

<u>OPERATING EXPENDITURES</u>	<u>2023 Budget</u>	<u>2023 YTD(Jan-Dec 13)</u>	<u>2024 Budget</u>	<u>Budget Change</u>
Wages: Admin	\$ 12,000.00	\$ 11,497.05	\$ 13,000.00	\$ 1,000.00
Wages: Maintenance	\$ 17,000.00	\$ 17,376.72	\$ 17,800.00	\$ 800.00
PERA	\$ 1,600.00	\$ 1,664.93	\$ 1,800.00	\$ 200.00
FICA	\$ 2,200.00	\$ 2,208.98	\$ 2,400.00	\$ 200.00
Office Supplies	\$ 2,000.00	\$ 947.48	\$ 1,500.00	\$ (500.00)
Operating Supplies	\$ 2,000.00	\$ 4,128.48	\$ 3,000.00	\$ 1,000.00
Repair/Maint.	\$ 10,000.00	\$ 2,634.51	\$ 10,000.00	\$ -
Engineering Fees	\$ -	\$ 1,490.00	\$ -	\$ -
Communications	\$ 700.00	\$ 602.86	\$ 700.00	\$ -
Insurance (Property)	\$ 900.00	\$ 902.00	\$ 1,000.00	\$ 100.00
Miscellaneous	\$ 2,000.00	\$ 646.13	\$ 1,500.00	\$ (500.00)
Electric Utilities	\$ 8,000.00	\$ 7,350.36	\$ 8,000.00	\$ -
<u>TOTAL EXPENDITURES</u>	<u>\$ 58,400.00</u>	<u>\$ 51,449.50</u>	<u>\$ 60,700.00</u>	
<u>NON-OPERATING EXPENDITURES</u>				
Debt Service Bond Principal	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ -
Debt Service Bond Interest	\$ 1,325.00	\$ 954.00	\$ 583.00	\$ (742.00)
<u>TOTAL NON-OPERATING EXPENDITURES</u>	<u>\$ 15,325.00</u>	<u>\$ 14,954.00</u>	<u>\$ 14,583.00</u>	
<u>TOTAL EXPENDITURES</u>	<u>\$ 73,725.00</u>	<u>\$ 66,403.50</u>	<u>\$ 75,283.00</u>	
<u>OPERATING REVENUE</u>				
Water Sales	\$ 100,154.00	\$ 110,067.74	\$ 105,432.00	\$ 5,278.00
Water Penalties		\$ 977.37		
Miscellaneous		\$ 1,373.50		
<u>TOTAL OPERATING REVENUE</u>	<u>\$ 100,154.00</u>	<u>\$ 112,418.61</u>	<u>\$ 105,432.00</u>	
<u>NON-OPERATING REVENUE</u>				
CD Redemption				
<u>TOTAL NON-OPERATING REVENUE</u>		<u>\$ -</u>	<u>\$ -</u>	
<u>TOTAL REVENUES</u>	<u>\$ 100,154.00</u>	<u>\$ 112,418.61</u>	<u>\$ 105,432.00</u>	
<u>TOTAL REVENUE</u>			<u>\$ 105,432.00</u>	
<u>TOTAL EXPENSES</u>			<u>\$ 75,283.00</u>	
<u>GAIN/(LOSS)</u>			<u>\$ 30,149.00</u>	

State of Minnesota
County of Fillmore

City of Canton

Resolution #2023-17 **A RESOLUTION APPROVING THE** **2024 FINAL WATER FUND OPERATING BUDGET**

WHEREAS, the City of Canton is required to maintain a budget for its proprietary funds, and;

WHEREAS, the City is continually monitoring its budget and develops a fiscal budget based on the calendar year, and;

WHEREAS, the Finance Committee reviewed financial documentation and provided a budget recommendation to the City Council.

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

That the 2024 Final Water Fund Budget be certified in the amount of \$ 75,283.00

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk

SEWER FUND BUDGET

	2023 Budget	2023 YTD (Jan-Dec 13)	2024 Budget	Budget Change
<u>OPERATING EXPENDITURES</u>				
Wages: Admin	\$ 11,500.00	\$ 11,497.07	\$ 13,000.00	\$ 1,500.00
Wages: Maintenance	\$ 22,000.00	\$ 22,108.21	\$ 23,000.00	\$ 1,000.00
PERA	\$ 2,000.00	\$ 2,019.72	\$ 2,100.00	\$ 100.00
FICA	\$ 2,350.00	\$ 2,570.80	\$ 2,600.00	\$ 250.00
Office Supplies	\$ 2,000.00	\$ 947.48	\$ 1,500.00	\$ (500.00)
Operating Supplies	\$ 8,000.00	\$ 11,169.14	\$ 12,600.00	\$ 4,600.00
Repair/Maint.	\$ 15,000.00	\$ 8,590.13	\$ 16,000.00	\$ 1,000.00
Engineering Fees	\$ -	\$ -	\$ -	\$ -
Communications	\$ 700.00	\$ 448.96	\$ 550.00	\$ (150.00)
Insurance (Property)	\$ 4,800.00	\$ 5,192.00	\$ 5,600.00	\$ 800.00
Miscellaneous	\$ 1,000.00	\$ 1,158.50	\$ 1,500.00	\$ 500.00
Electric Utilities	\$ 11,000.00	\$ 12,027.03	\$ 12,300.00	\$ 1,300.00
<u>TOTAL OPERATING EXPENDITURES</u>	<u>\$ 80,350.00</u>	<u>\$ 77,729.04</u>	<u>\$ 90,750.00</u>	
<u>NON-OPERATING EXPENDITURES</u>				
Debt Service Bond Principal	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ -
Debt Service Bond Interest	\$ 7,678.00	\$ 7,414.00	\$ 7,414.00	\$ (264.00)
<u>TOTAL NON-OPERATING EXPENDITURES</u>	<u>\$ 19,678.00</u>	<u>\$ 19,414.00</u>	<u>\$ 19,414.00</u>	
<u>TOTAL EXPENDITURES</u>	<u>\$ 100,028.00</u>	<u>\$ 97,143.04</u>	<u>\$ 110,164.00</u>	
<u>OPERATING REVENUE</u>				
Sewer Sales	\$ 75,196.00	\$ 84,794.40	\$ 98,340.00	\$ 23,144.00
Sewer Penalties		\$ 826.83		
Miscellaneous		\$ 41,843.63		
<u>TOTAL OPERATING REVENUE</u>	<u>\$ 75,196.00</u>	<u>\$ 127,464.86</u>	<u>\$ 98,340.00</u>	
<u>NON-OPERATING REVENUE</u>				
CD Redemption		\$ 28,451.83	\$ 28,451.83	maturity 12/19/2024
<u>TOTAL NON-OPERATING REVENUE</u>		<u>\$ 28,451.83</u>	<u>\$ 28,451.83</u>	
<u>TOTAL REVENUES</u>			<u>\$ 126,791.83</u>	
<u>TOTAL REVENUE</u>			<u>\$ 126,791.83</u>	
<u>TOTAL EXPENDITURES</u>			<u>\$ 110,164.00</u>	
<u>GAIN/(LOSS)</u>			<u>\$ 16,627.83</u>	

City of Canton

Resolution #2023-18 **A RESOLUTION APPROVING THE** **2024 FINAL SEWER FUND OPERATING BUDGET**

WHEREAS, the City of Canton is required to maintain a budget for its proprietary funds, and;

WHEREAS, the City is continually monitoring its budget and develops a fiscal budget based on the calendar year, and;

WHEREAS, the Finance Committee reviewed financial documentation and provided a budget recommendation to the City Council.

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

That the 2024 Final Sewer Fund Budget be certified in the amount of \$ 110,164.00

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk

FIRE DEPARTMENT

EXPENDITURES	2023 Budget	2023 YTD (Jan-Nov)	2024 Budget	Budget Changes
Wages	\$ 6,000.00		\$ 7,000.00	\$ 1,000.00
PERA	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00
Training	\$ 500.00		\$ 2,000.00	\$ 1,500.00
Insurance	\$ 1,900.00	\$ 2,506.00	\$ 2,700.00	\$ 800.00
Equipment/Repairs	\$ 4,250.00	\$ 15,534.86	\$ 17,300.00	\$ 13,050.00
Supplies/PPE	\$ 3,000.00	\$ 1,422.30	\$ 5,000.00	\$ 2,000.00
Fuel	\$ 1,000.00	\$ 753.33	\$ 1,500.00	\$ 500.00
Electric Utilities	\$ 1,600.00	\$ 1,380.58	\$ 1,600.00	\$ -
Gas Utilities	\$ 1,900.00	\$ 1,705.40	\$ 2,000.00	\$ 100.00
Communications	\$ 900.00	\$ 985.19	\$ 1,300.00	\$ 400.00
Miscellaneous	\$ 500.00	\$ 537.70	\$ 1,000.00	\$ 500.00
TOTAL EXPENITURES	\$ 23,550.00	\$ 27,825.36	\$ 44,400.00	
REVENUES				
Township Services	\$ 14,907.00	\$ 19,406.50	\$ 26,466.50	\$ 11,559.50
City Services	\$ 5,270.00	\$ 5,270.00	\$ 7,440.00	\$ 2,170.00
Fire Calls	\$ 2,500.00	\$ 2,150.00	\$ 2,500.00	\$ -
Donations	\$ 5,000.00	\$ 8,150.00	\$ 5,000.00	\$ -
Fire Relief contributions	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00
Grants		\$ 1,450.00		\$ -
Training Reimbursements		\$ 4,110.00		
TOTAL REVENUES	\$ 29,677.00	\$ 43,536.50	\$ 44,406.50	
GAIN/(LOSS)			\$ 6.50	

City of Canton

Resolution #2023-19 **A RESOLUTION APPROVING THE** **2024 FINAL FIRE DEPARTMENT OPERATING BUDGET**

WHEREAS, under Minnesota law, the Canton Volunteer Fire Department is a part of the City, and;

WHEREAS, the City Council controls the Fire Department's finances, and;

WHEREAS, the Fire Department expenditures generally must be approved in advance by the City Council, and;

WHEREAS, the City is required to maintain a budget for fiscal operations of the Fire Department, and;

WHEREAS, the Fire Department personnel accepted the 2024 final budget as prepared, and;

WHEREAS, the City's Finance Committee reviewed financial documentation and provided a budget recommendation to the City Council.

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

That the 2024 Final Fire Department Budget be certified in the amount of \$ 44,400.00

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk



Date: 9/25/2023
Salesperson: Devry Kerns
Manager: Martin Stalberger

FOR INTERNAL USE ONLY

BUSINESS NAME CONTACT City of Canton Home Phone : _____
105 S Main St
Address : CANTON, MN 55922 Work Phone : (507) 743-5000
FILLMORE
E-Mail : publicworks@cantonmn.com Cell Phone : _____

VEHICLE
Stock # : _____ New / Used : New VIN : _____ Mileage: _____
Vehicle : 2024 Ford Color : _____
Type : F 550 Chassis, XL, 7.3L Gas, DRW, 145

Market Value Selling Price	61,755.00
Discount	6,232.00
Adjusted Price	55,523.00
Plow, Sander, Dump Body, Hitch	36,725.00
Total Purchase	92,248.00
Cash Deposit	.00
Balance	92,248.00

Customer Approval: [Signature] 9/26/23

Management Approval: [Signature]

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Pricing on body and plow/sander are subject to change

City of Canton

Ordinance #2024-01

AN ORDINANCE ADOPTING A SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES, LICENSES AND PERMITS FOR 2024

Whereas, the City of Canton has adopted the Minnesota Basic Code of Ordinances as it has been amended and supplemented to be its city code and that code permits the city to adopt by ordinance a schedule of fees and charges for various services, licenses and permits;

Now, therefore be it resolved, that the City Council of Canton ordains:

Section 1. All fees and charges in effect as of the date of the adoption of the city code for the city shall remain in effect unless otherwise modified by the provisions of this ordinance. All citations below are to various sections of the city code unless otherwise indicated.

Section 2. The following are the fees and charges for the permits, licenses and services listed below which are referenced to the section of the city code which authorizes their establishment:

Administrative Fines

Parking Citation	\$25.00
Unlawful Deposit of Waste or Refuse	\$100.00

Alcohol Licenses

On-Sale License	\$600.00
On-Sale Sunday Surcharge	\$10.00
Off-Sale License	\$100.00

Cat & Dog Licenses

Annual tag fee	\$5.00
<i>January 1 – March 31 and new animals</i>	
Annual tag fee – late	\$15.00
Duplicate tag fee	\$5.00

Chicken License

Annual fee (<i>Jan. 1 – March 31 & new license</i>)	\$10.00
Annual fee - Late	\$20.00

Fire Department Services

Call Response	\$350.00
Hourly Charge After First Hour	\$350.00
Foam Charge	\$40.00/gallon
Mutual Aid Response	Per agreement by department
Heavy Equipment Use	Actual cost passed on by owner

Other Fees

Copies	\$0.25
Election Filing Fee	\$3.00
Lawn Mowing by City	\$65.00/hour
Returned Check	\$25.00
Snow Removal by City	\$65.00/hour

Planning & Zoning Fees

Land Use Permit Application – Living Space	\$7.50/100 square feet
<i>Living space projects including attached garages, decks and porches</i>	
Land Use Permit Application – Other Structures	\$5.00 per 100 square feet
Land Use Variance Application	\$200.00
Land Use Conditional Use Application	\$200.00
Interim Permit for Home Occupation	\$50.00
Fee for Construction Without Proper Permits	\$400.00

Recreational Vehicle/Golf Cart Permits

Annual permit fee	\$10.00
<i>May 1 – July 31 and new vehicles</i>	
Annual permit fee – late	\$20.00

Refuse Collection Rates

Garbage Tote – Small Monthly Fee	\$11.45
Garbage Tote – Medium Monthly Fee	\$12.97
Garbage Tote – Large Monthly Fee	\$14.46
Recycling Monthly Fee	\$4.75
Tote Collection Service Fee	\$25.00
Tote Delivery Service Fee	\$25.00

Sanitary Sewer Rates

Base Monthly Fee	\$40.00
<i>Commercial and Residential</i>	
Per 1,000 Gallons Used	\$5.00
New Service Connection	\$200.00

Town Hall Rentals

Weekend Rental	\$400.00
<i>Friday after 5 p.m. through Noon Sunday</i>	
Daily Rental	\$200.00
Hourly Rental	\$20.00
<i>Two hour minimum</i>	
Security Deposit	\$200.00
<i>For Day and Weekend Rentals</i>	

Water Rates

Base Monthly Fee	\$38.00
<i>Commercial and Residential</i>	
Per 1,000 Gallons Used	\$5.00
New Service Connection/Meter Replacement	\$300.00
Bulk Water Base Fee	\$20.00
Bulk Water Per 1,000 Gallons Used	\$5.00
Disconnection Fee	\$75.00
Reconnection Fee	\$75.00

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST: _____
Anne Koliha, City Clerk

City of Canton

Resolution #2023-20

A RESOLUTION DESIGNATING A POLLING PLACE FOR THE 2024 STATE PRESIDENTIAL NOMINATION PRIMARY AND STATE PRIMARY AND STATE GENERAL ELECTION

WHEREAS, Minnesota Statutes 204B.16 subd. 1 requires the City Council, by ordinance or resolution, to designate polling places for the upcoming year, and;

WHEREAS, the City of Canton has fewer than 400 voters and is eligible to vote by mail in statewide elections as authorized under Minnesota Statutes 204b.45, and;

WHEREAS, vote by mail ballot procedures eliminate the need to hire and train poll workers, and;

WHEREAS, the City has benefited from the cost savings associated with vote by mail ballot procedures in previous years, and;

WHEREAS, the State Presidential Nomination Primary is March 5, 2024 and the State Primary Election is August 13, 2024 and the State General Election is November 5, 2024, and;

WHEREAS, City of Canton residents not wishing to vote by mail can cast ballots at the Fillmore County Courthouse on election days.

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

That the City of Canton is designating vote by mail ballot procedures for the 2024 State Presidential Nomination Primary and State Primary and State General Elections;

AND, BE IT FURTHER RESOLVED that the City of Canton will not have a polling place for the 2024 State Presidential Nomination Primary and State Primary and State General Election;

AND, BE IT FURTHER RESOLVED that the City Clerk is directed to send a copy of this resolution to the Fillmore County Auditor.

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk

City of Canton

Resolution #2023-21

RESOLUTION OF SUPPORT FOR THE CANTON FIRE DEPARTMENT TO APPLY FOR A MINNESOTA LAWFUL GAMBLING EXEMPT PERMIT

WHEREAS, the Canton Fire Department wishes to conduct lawful gambling on five or fewer days, and will award less than \$50,000 in prizes during calendar year 2024, and;

WHEREAS, an exempt permit may be issued to a nonprofit organization by application to the Minnesota Gambling Control Board, and;

WHEREAS, the application requires approval by the city council before submission to the Minnesota Gambling Control Board, and;

WHEREAS, a non-refundable application fee of \$100 must accompany the application, and;

WHEREAS, a financial report form will be mailed with an approved exempt permit and is to be returned to the Minnesota Gambling Control Board within 30 days after the gambling activity is completed.

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

That the Canton Fire Department's request for a gambling premises located within Canton city limits be approved.

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk

City of Canton

Resolution #2023-22

RESOLUTION OF SUPPORT FOR THE CANTON COMMUNITY ASSOCIATION TO APPLY FOR A MINNESOTA LAWFUL GAMBLING EXEMPT PERMIT

WHEREAS, the Canton Fire Department wishes to conduct lawful gambling on five or fewer days, and will award less than \$50,000 in prizes during calendar year 2024, and;

WHEREAS, an exempt permit may be issued to a nonprofit organization by application to the Minnesota Gambling Control Board, and;

WHEREAS, the application requires approval by the city council before submission to the Minnesota Gambling Control Board, and;

WHEREAS, a non-refundable application fee of \$100 must accompany the application, and;

WHEREAS, a financial report form will be mailed with an approved exempt permit and is to be returned to the Minnesota Gambling Control Board within 30 days after the gambling activity is completed.

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

That the Canton Community Association's request for a gambling premises located within Canton city limits be approved.

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk

State of Minnesota
County of Fillmore

City of Canton

Resolution #2023-23 **RESOLUTION TO GRANT AN OFF-SITE GAMBLING PERMIT** **TO CANTON AMERICAN LEGION POST 400**

WHEREAS, the Canton American Legion Post 400 has requested city council approval to conduct off-site gambling within the City of Canton in calendar year 2024; and

WHEREAS, it has been demonstrated that Canton American Legion Post 400 will collect gambling monies for lawful purposes and adhere to all rules set forth by the Minnesota Gambling Control Board;

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

That the Canton American Legion Post 400 request to conduct off-site gambling at Canton Day Off Festival Tent located on Veteran's Drive be approved.

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk

City of Canton

Resolution #2023-24 **A RESOLUTION AMENDING THE** **PERSONNEL POLICY HANDBOOK**

WHEREAS, the City of Canton has a personnel policy handbook which explains their current policies and procedures, and;

WHEREAS, the City of Canton has amended Article XII. Leaves of Absence to add in Earned Sick and Safe Leave as mandated by the State of Minnesota, and;

WHEREAS, the City of Canton has clarified the PTO Leave to match the Earned Sick and Safe Leave.

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

That the City of Canton Personnel Policy Handbook is hereby amended effective January 1, 2024.

Passed and adopted by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk

ARTICLE XII. LEAVES OF ABSENCE

Depending upon an employee's situation, more than one form of leave may apply during the same period of time (e.g., the Family and Medical Leave Act is likely to apply during a workers' compensation absence). An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

Except as otherwise stated, all paid time off, taken under any of the city's leave programs, must be taken consecutively, with no intervening unpaid leave. The city will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Earned Sick and Safe Leave

"Earned Sick and Safe Leave" is paid time off earned at one hour of Earned Sick and Safe for every 30 hours worked by an employee, up to a maximum of 48 hours of sick and safe leave per year. The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the city. This specific leave applies to all part-time employees performing work for at least 80 hours in a year for the city.

(a) Earned Sick and Safe Leave Use

The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll system (0.5) for the following circumstances:

*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
- 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

*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 of 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) Advance Notice for use of Earned Sick and Safe Leave

If the need for sick and safe leave is foreseeable, the city requires two days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable. When an employee uses Earned Sick and Safe time for more than three consecutive days, the city 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, Earned 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.

(d) Carry Over of Earned Sick and Safe Leave

Employees are eligible for carry over accrued but unused Earned Sick and Safe time into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed 80 hours.

(e) 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.

(f) Benefits and return to work protection

An employee returning from time off using 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.

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.

PTO Leave

PTO leave replaces individual sick leave, vacation leave, and funeral leave plans and combines them into a single benefit program.

Effective with implementation of the Paid Time Off addition to the policy, existing vacation and sick leave balances shall be converted hour for hour to Paid Time Off.

PTO leave does not replace city observed holidays, jury duty, military leave, or court leave. Employees accrue PTO leave based on length of service with the city.

Eligibility for PTO Leave: Full-time employees who work thirty-two (32) or more hours per week year-round in an ongoing position will earn PTO Leave in accordance with the schedule of Accrual Rates listed below.

PTO leave can be used for any reason, which includes the circumstances and family members outlined in the Earned Sick and Safe Leave policy, subject to existing request and approval procedures. As with all paid time off programs, the city needs to ensure that service to the public and work requirements are not adversely impacted. Requests for PTO Leave must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor and city clerk.

Accrual Rates for Annual Leave

Years of Service	Annual Accrual Rates	Hours Accrued Per Pay Period
0-5 Years	100 Hours	3.85 hrs/pay period
6-10 Years	140 Hours	5.38 hrs/pay period
11-15 Years	180 Hours	6.92 hrs/pay period
16+ Years	200 Hours	7.69 hrs/pay period

Annual leave will not accrue during unpaid leaves. An employee may carryover for future use any unused annual leave remaining at years' end, up to a maximum of 80 hours. An employee may bank a maximum of 280 hours of annual leave in total.

Annual leave will accrue on a pay-period basis up to a maximum of one-and-one-half times the employee's maximum annual accrual rate as noted above. Employees can carry over any annual leave that does not exceed the stated cap. No additional accrual will occur above the cap.

Earned sick and safe time employee notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee's earned sick and safe time accrual is the calendar year.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform the City Clerk as far in advance as possible, but at least two days in advance. In situations where an employee cannot provide advance notice, the employee should contact the City Clerk as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time,

For more information

This document contains important information about your employment. Check the box at the left to receive this information in this language.

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwj. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqaan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວສາມາດ	ເອກະສານນີ້ມີຂໍ້ມູນທີ່ສໍາຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງຫຍໍ້ເພື່ອຮູ້ຈັກຂໍ້ມູນນີ້ໃນພາສານີ້.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang Ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta'an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደብዳቤ ላይ የስራ አገልግሎት በሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ደብዳቤ በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ ለእንዲሰጡት ከፈለጉ በዛው በስተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ።
Karen/ကညီကျိာ်	လၢပိတုဒါဝ်တဲအံၤလၢပိတုဒါဝ်တဲဂၢၢ်တၢ်န့ၢ်အကိၢ်နီၣ်လၢအဘၣ်ယးဒီးန့ၢ်ဖဲတၢ်မၤန့ၢ်လၢ၊ တၢ်နီၣ်တၢ်ခါလၢအစ့ၣ်တကၢမၤတၢ်ကၢၤန့ၢ်တၢ်ဂၢၢ်တၢ်န့ၢ်လၢဂၢၢ်တၢ်ခါအံၤလၢဂၢၢ်တၢ်န့ၢ်.
Arabic/العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.

City of Canton

Resolution #2023-25

A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED VACATION OF VARIOUS ALLEYS & STREETS

WHEREAS, the City of Canton pursuant to Minnesota Statute § 412.851 desires to consider the vacation of various alleys and portions of streets within the City of Canton legally described as:

Alleys to vacation:

A1: alley platted between Lots 185-189 & Lots 210-214, Original Plat, City of Canton, which is 20 feet wide, between N Third Street (formally Ada Street) and N Second Street (formally May Street), and extending 250 feet North from W Fillmore Avenue

A2: alley platted between Lots 180-184 & Lots 155-159, Original Plat, City of Canton, which is 20 feet wide, between N Second Street (formally May Street) and N First Street (formally Ida Street), and extending 250 feet North from W Fillmore Avenue

A3: alley platted between Lots 160-164 & Lots 175-179, Original Plat, City of Canton, which is 20 feet wide, between N Second Street (formally May Street) and N First Street (formally Ida Street), and extending 250 feet South from W Fillmore Avenue

A4: alley platted between Lots 1-11 & Lots 12-22, Lamms Addition, City of Canton, which is 20 feet wide, between S Second Street (formally May Street) and S First Street (formally Ida Street), and extending 275 feet South from W Prairie Avenue

A5: south portion of alley that runs east and west and platted between Lots 31-34, Hudson's Addition, City of Canton, which is 20 feet wide by 111 feet in length, located 120 feet South of W Hudson Avenue

Streets to vacation:

S1: North portion of N Ash Street platted between Lots 68-77, Lots 78-87, Lots 9-020, and Lot 6, Willford Addition, City of Canton, which is 66 feet wide and extending 335 feet North from E Fillmore Avenue

S2: North portion of N Oak Street platted between Lots 29-33 & Lots 34-38, Original Plat, City of Canton, which is 66 feet wide and extending 250 feet North from E Fillmore Avenue

S3: South portion of N Third Street (formally Ada Street) platted between Lots 200-204 and Lot 217, Original Plat, City of Canton, which is 66 feet wide and extending 250 feet South of W Canton Avenue

S4: West portion of W Hudson Ave platted between Out Lot 14 & 15, Original Plat, City of Canton, which is 66 feet wide and extending 75 feet West of S West Street

NOW, THEREFORE BE IT RESOLVED by the City Council of Canton, Minnesota:

The City Council will consider the vacation of such alleys and streets and a public hearing shall be held on such proposed vacations on the 10th day of January, 2024, in the City Town Hall located at 107 North Ash Street at 6 p.m., and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Passed by the City Council of Canton, Minnesota this 13th day of December 2023.

Josh Nordsving, Mayor

ATTEST:

Anne Koliha, City Clerk

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BRETT A. CORSON
FILLMORE COUNTY ATTORNEY

MSBA Certified Criminal Law Specialist

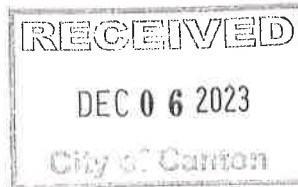


Marla J. Stanton
Assistant Fillmore County Attorney

Melissa Hammell
Assistant Fillmore County Attorney

December 1, 2023

City of Canton
Attn: City Clerk
P.O. Box 92
Canton, MN 55922



RE: Revised prosecution service fees

Dear City Clerk and City Council for the City of Canton:

Please find enclosed the revised and updated contract for prosecution of City misdemeanor and gross misdemeanor crimes. As you can see, the hourly fee for attorney and paralegal time has been updated to be consistent with what we are billing for child support enforcement and what the County pays for court appointed work and other legal services as per the County's updated fee schedule. As per our agreement, these increases would not take effect until March 1, 2024. We are giving 90 days' notice of the increase in fees as per the contract in the event you have questions or in the event you would like to pursue other options for prosecution of criminal cases.

Please look over the terms of the contract. If all meets with your approval, please sign, and return the contract. I will then sign and return a fully executed copy to you. If you have questions, please let me know.

Thank you for allowing our office the opportunity to be of assistance.

Respectfully,

Brett A. Corson
BAC/ks

encls.



Fillmore County Attorney's Office
101 W. Fillmore Street, P.O. Box 466, Preston, MN 55965
Telephone: (507) 765-2530 Fax: (507) 765-2536

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CANTON CITY PROSECUTOR AGREEMENT

THIS AGREEMENT is entered into by the County of Fillmore, (hereinafter referred to as "County") and the City of Canton, Minnesota (hereinafter referred to as "City"), a municipal corporation under the law of the State of Minnesota.

WHEREAS, City wishes to contract with the County through the Fillmore County Attorney's Office (hereinafter referred to as "Attorney") to prosecute gross misdemeanor crimes, misdemeanor crimes, petty misdemeanor offenses, violations of city ordinances, consult with law enforcement, and perform other city prosecutor duties for offenses which occur within the City's boundaries; and

WHEREAS, the County and Attorney are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for in Minnesota Statute Section 484.87.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, County of Fillmore, Attorney, and City of Canton agree as follows:

1. Services Provided:

The County of Fillmore shall, through the Fillmore County Attorney's Office ("Attorney"), provide city prosecutor services for crimes and offenses which occur within the corporate limits of the City of Canton as follows:

- a. Attorney shall provide legal advice and assistance to law enforcement during the investigative phase and prior to arrest or charging of an individual who has committed a criminal offense. These services shall include advice on searches and seizures, advice on warrants, advice on obtaining statements, and responding to other criminal law questions by law enforcement.
- b. Attorney shall review police reports and other law enforcement data to determine if criminal charges, referral to Social Services, or other action is warranted.
- c. Attorney shall review and ensure filing of complaints, citations, and such other appropriate documents as are necessary to initiate prosecution; draft and file motions or other pleadings; conduct motion, evidentiary or other hearings; research, write, and file memos or other documents; interview and prepare witnesses for hearings or trial;

prepare for and conduct court trials and/or jury trials; conduct sentencing hearings; conduct probation violation hearings; review chemical dependency assessments, Pre-Sentence Investigations, Domestic Violence Inventories, and other documents; and perform all matters related thereto.

- d. The manner and standards of performance, availability of attorneys or other personnel, control and direction of personnel, and other matters related to providing the services described in this agreement shall be subject solely to the control of Attorney. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or regarding the level or manner of performance of such services, the determination made by Attorney shall be final and conclusive.
- e. Services shall be provided on an as-needed basis at the hourly rate set forth in this agreement for paralegals and attorneys.
- f. County and Attorney shall furnish and supply necessary labor, supervision, training, equipment, communication facilities, and supplies as necessary to provide city prosecutor services pursuant to this agreement except as noted herein.
- g. All paralegals, attorneys, and other county personnel performing duties pursuant to this agreement shall, at all times, be considered employees of County for all purposes.
- h. The Fillmore County Attorney or his designee shall attend Canton City Council Meetings as requested by City.

2. Terms of Payment:

City agrees to pay County the hourly rate of \$90.00 for city prosecution services provided by paralegals and the hourly rate of \$150.00 for city prosecution services provided by attorneys.

Paralegal hourly rate: \$90.00 per hour

Attorney hourly rate: \$150.00 per hour

The Attorney shall bill City on a case-by-case basis. Said bill shall itemize paralegal and attorney work and time for each case. City shall pay County within

thirty-five (35) days of receipt of the invoice unless there is a dispute regarding the amount billed. If there is a dispute, City must advise Attorney within ten (10) days of receiving the disputed billing. The parties shall then attempt to resolve the disputed portion of the billing. The undisputed portion of the billing must still be paid within the normal 35-day period. If the parties are not able to resolve their dispute regarding billing, either party may terminate this agreement with sixty (60) days' notice as indicated below.

If County desires to increase the hourly fee for paralegal and/or attorney time, County will provide ninety (90) days' written notice of the intended increase to City. At that time, City may determine whether to agree to the increased fees or discontinue the contract.

3. Term of Agreement:

The term of this agreement shall begin March 1, 2024, and continue until March 1, 2025. Either party may cancel this agreement upon sixty (60) days' written notice. The contract shall automatically renew upon the same terms and conditions unless a party hereto gives written notice to the other party as provided herein.

4. Standards and Licenses:

The prosecuting attorneys will be currently licensed to practice law in the State of Minnesota. In the event that the prosecuting attorneys' are not currently licensed to practice law, County and Attorney shall immediately inform City.

County and County Attorney's Office shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereinafter adopted.

5. Independent Contractor Status:

It is understood and agreed by the parties that at all times and for all purposes herein, County and Attorney have contracted to provide services to City and are not employees or agents of City. No statement contained in this agreement shall be construed so as to find County or Attorney are an employee of City. County shall not be entitled to any of the rights, privileges, or benefits of City employees except as otherwise stated herein. Similarly, City and its employees, agents, and representatives shall not be considered employees, agents, or representatives of the County.

Each party shall be solely responsible for any state, federal, local, or social security, and insurance payments due for their employees.

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners, a joint venture, or similar association between the County/Attorney and City.

6. Relationship of the Parties:

City understands that Attorney provides prosecutor services and legal advice to other cities and legal entities besides City of Canton.

7. Subcontracting and Assignment:

Attorney shall not subcontract any of the services contemplated under this contract nor assign any interest in the contract without prior written approval of City.

8. Non-Assignability:

Attorney shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of City.

9. Data Practices:

All data collected, created, received, maintained, or disseminated, or used for any purposes by City and/or Attorney in fulfilling the duties described in this contract are governed by the Minnesota Government Data Practices Act and other state and federal laws. City and Attorney agree to abide by the applicable state and federal statutes, rules and regulations.

10. Default and Termination:

Either party may terminate this agreement at any time without cause upon sixty (60) days' written notice to the other party. Either party may also terminate this agreement with sixty (60) days' notice for cause such as default or breach by the other party as long as a written Notice of Default is provided to the defaulting party via certified mail specifying the particular event, series of events or failure constituting the default and cure period. If the party in default fails to cure the specified circumstances described in the Notice of Default within fourteen (14) calendar days, then the whole or any part of this agreement may be terminated by written Notice of Termination. Notice to County shall be given to the County Attorney's Office. Notice to City shall be given to the Canton City Clerk.

11. Amendments - Entire Agreement:

This agreement is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the services identified herein. If there are any inconsistencies between the provisions of this agreement and any prior agreements, the provisions of the most recent agreement shall prevail. The entire agreement between the parties is contained herein.

12. Modifications:

Any material alterations, variations, modifications, or waivers to the terms of this agreement shall only be valid when they have been agreed upon by the parties and reduced to a writing signed by representatives of City, County, and Attorney.

13. Interpretation of Agreement; Venue:

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in Fillmore County District Court in Preston, Minnesota.

14. Assumption of Liabilities/Insurance:

Each party shall maintain professional, liability, worker's compensation and such other insurance as is necessary to cover negligent or wrongful acts of its employees, agents and representative. County and Attorney shall not be responsible for the negligent or wrongful acts of City's employees, agents or representatives.

Except as otherwise provided, City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to County personnel performing services hereunder for City, and County hereby assumes said liabilities. Similarly, City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City or of any officers, agents or employees thereof, and City agrees to defend and indemnify County and its officers, employees and agents from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from City's performance of or failure to perform its obligation under this agreement.

15. Fees:

If any action at law or in equity shall be brought in court or for or on account of any breach or to enforce or to interpret any of the covenants, terms or conditions of this contract, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs, its reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made part of any judgment or decree rendered.

IN WITNESS WHEREOF, Fillmore County and City of Canton have executed this agreement as of the _____ day of _____, 2024:

County of Fillmore

By: _____
County Commissioner Date

By: _____
Bobbie Hillery/Administrator Date

City of Canton

By: _____
Mayor Date

By: _____
City Clerk Date

Fillmore County Attorney's Office

By: _____
Brett A. Corson/County Attorney Date