



***Public Services Committee Meeting Agenda
Monday, February 26, 2024, 4:30 p.m.
Fillmore Conference Room – Thurber Building***

1. Public Services Committee Meeting, February 26, 2024, at 4:30 p.m.
 - a. Meeting notes from January 22, 2024
 - b. JPA Olmsted County, Outdoor Sirens
 - c. Other

The Public Services Committee met on Monday, January 22, 2024.

Members Present: Councilors Pam Bluhm and Dave Frank.

Members Absent: None.

Others Present: Luke Thieke, Beth Carlson, Brian Burkholder, Rocky Burnett, and Michele Peterson.

- a. **Notes from November 27, 2023,** were reviewed, no amendments were suggested.
- b. **Public Safety Aid Expenditure Suggestion:** Members reviewed the proposal sent forward from the Personnel / Budget Committee meeting. The recommendation was to allocate the Public Safety Aid as follows: Fire Department \$33,242, Ambulance \$40,000, Police \$36,810, and Public Works \$21,667. Fire Department will be using their allocation for upgrades to existing equipment, and purchase of new safety equipment. Ambulance will utilize their allocation towards the purchase of a new ambulance. Police Department is looking at Body Cameras with their portion. The remaining portion will be utilized by Public Works for things such as crossing signs, sidewalks, etc. to improve pedestrian safety. Discussion will be forwarded to City Council for the February 12, 2024, meeting.
- c. **Fire Department**
 - a. **Sale of UTV Skid:** Fire Chief Luke Thieke requested authorization to sell the UTV Skid to a dealer that has a buyer for the equipment. Members noted support to sell the equipment, and to forward this request to the City Council for this evening's meeting.
- d. **Police:** Police Chief Fox will be giving an annual report for the City Council this evening.
- e. **Ambulance:** Director Burnett reviewed the departments annual report which will be shared with the City Council at the February 12, 2024 meeting. Items shared included the number of hours EMT's provided coverage for the service. The department has had some changes in volunteers with some retiring and some new volunteers as well. The rig that was ordered in 2022 is now in production, with an estimated delivery date of May of this year. Consideration is being given to purchase the second unit sooner than planned due to the lead time for production and delivery.
- f. **Nuisance Properties:** Several letters were sent out to properties not in compliance with the City's nuisance ordinance. All but two have brought their properties into compliance. These two properties have been out of compliance for many years, given this fact, staff are looking for guidance on how to proceed. Additionally, staff are working on gathering data for three properties that did not respond to the diseased tree letter. Once the information is complete the request will be forwarded to Council to call for a Public Hearing.

Memorandum

To: Public Services Committee

From: Michele Peterson

Date: February 15, 2024

JPA Siren MOU

We have been contacted by Olmsted County Emergency Management to update our current Memorandum of Understanding for the outdoor sirens in town. Although there is additional language from the most previous version from 2012, the basis of the understanding remains the same. The additional language provides greater clarification.

Action Requested: Recommend approval of the MOU to the City Council.

OUTDOOR WARNING SIREN JOINT POWERS AGREEMENT CITY OF CHATFIELD– OLMSTED COUNTY

THIS JOINT POWERS AGREEMENT is entered into by and between the CITY OF CHATFIELD, a Minnesota municipal corporation (“City”), and the COUNTY OF OLMSTED, MINNESOTA, (“County”), both of which are empowered to enter into joint powers agreements pursuant to Minnesota Statutes Section 471.59, subd. 10.

WHEREAS, Olmsted County Homeland Security and Emergency Management (“HSEM”) was established as the County’s emergency management organization pursuant to Minnesota Statutes Section 12.25; and

WHEREAS, Minnesota Statutes Section 12.03, subd. 4, includes the provision of warning services such as outdoor warning siren systems (“Warning Systems”) as a function of an emergency management organization; and

WHEREAS, HSEM monitors weather conditions throughout the County and possesses the ability to alert the public by operation of Warning Systems; and

WHEREAS, HSEM has operated Warning Systems for the City through informal agreement of the parties for several years; and

WHEREAS, the City purchased in whole or in part those Warning Systems listed in Appendix A (Outdoor Warning System Inventory) attached hereto; and

WHEREAS, the City and the County wish to memorialize their understanding as to the activation, testing, and maintenance of the Warning Systems and enter into this Joint Powers Agreement in order to do so;

NOW, THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

A. DUTIES AND RESPONSIBILITIES OF THE CITY:

1. Purchase and coordinate with HSEM to install any desired components of a Warning System via an authorized Federal Signal Regional retailer and installer within the City based on certified sound study results.
2. Coordinate with HSEM to develop a method for testing Warning System reliability and conducting tests within the City limits in accordance with the schedule set forth in Appendix B below.
3. Develop and establish with HSEM a Warning System policy including, but not limited to, siren activation trigger points, siren maintenance, public notifications, and related subjects. Such policy may not be modified or changed without the advanced written approval of both parties.
4. Retain sole financial responsibility for: (a) repairs to any component of the City's Warning Systems beyond the scope of preventive maintenance described in Section B(1) below; and (b) replacement of any component of the City's Warning Systems. Scheduling for any such repairs or replacements shall be coordinated jointly between the City and County.

B. DUTIES AND RESPONSIBILITIES OF THE COUNTY:

1. Provide regular and ongoing preventive maintenance of the Warning System via a maintenance agreement with a Federal Signal Authorized Service Center, along with a current copy of the maintenance agreement.
2. Act as the primary site of Warning System activation during hazardous weather conditions or other emergencies deemed appropriate by City and HSEM staff.
3. Monitor current and predicted weather conditions to maintain situational awareness of potential hazards.
4. Maintain a weather radar system which can detect wind rotation, hail, high winds, and other conditions of hazardous weather.
5. Work cooperatively with the Amateur Radio Emergency Services network to provide Skywarn visual spotters. Coordinate and conduct annual Skywarn Spotter training with the National Weather Service – La Crosse office.
6. Maintain and coordinate a system of public safety spotters to provide a visual warning system.
7. Develop and establish with the City a method to test Warning System and conduct an HSEM-activated test in all areas of the County in accordance with the schedule in Appendix B below.
8. Activate Warning Systems upon receipt of information from National Weather Service, trained public safety spotter, or trained amateur radio spotter operating through the Olmsted County Skywarn of:
 - a. Winds 70 MPH or greater
 - b. Radar Detected Funnel Cloud
 - c. Spotted Funnel Cloud
 - d. Hail that is two inches in diameter or larger

C. TERMS OF AGREEMENT:

1. This agreement shall be effective from the later of the two dates on which the parties' authorized representatives apply their signatures hereto. This agreement shall remain in effect for three years from such date, with automatic renewal to occur at the end of each three-year term unless otherwise agreed to by the parties.
2. The parties shall review this agreement in its entirety at least once every three years from the date of signing. This review shall include, at minimum, consideration of any advancements in technology and software that would enable the parties to better serve the citizens of the County and the City. The parties shall enter into a new agreement in order to implement any appropriate or necessary changes.
3. This agreement may be terminated by mutual written agreement of the parties.
4. In the alternative, this agreement may be terminated by one party following material breach of the agreement by the other party, after the following conditions are met: a) written notice of material breach that affords 60 days to cure; and b) mediation pursuant to Paragraph 5 if the breach is not cured by the end of 60 days.
5. If any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.
Either party to the dispute may give written notice to the other party of its intent to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven days after a party has given notice of intent to mediate, either party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator.

The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at mediation.

D. REPRESENTATIVES AND NOTICES:

1. The City's authorized representative for administration of this contract is Beth Carlson, Chatfield Municipal Building, 21 Second Street Southeast, Chatfield, Minnesota 55923.
2. The County's authorized representative for administration of this contract is Captain Jonathan Jacobson, Director of Homeland Security and Emergency Management, 1421 Third Avenue Southeast, Rochester, Minnesota, 55904, 507-328-6101.
3. All notices and correspondence, which may be necessary or proper for either party to accomplish the purposes of this Agreement, shall be addressed to the parties' authorized representatives listed above, or their successors in office.

E. MISCELLANEOUS PROVISIONS:

1. The City possesses title to those Warning Systems listed in Appendix A (Outdoor Warning Siren Inventory) attached hereto, but agrees that it will rely on the County to be the primary operator of these sirens as described in Sections B1, B2 and B9 above, while this agreement in remains in effect. If this Agreement is terminated, the City will retain sole ownership of those warning sirens and become solely responsible for their maintenance, repair, replacement, and testing.
2. The parties shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement.
3. Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
4. The persons who sign this agreement hereby certify that they have been delegated authority to do so from the City or the County as required by applicable laws, home rule charter, articles, by-laws, resolutions, or ordinances.

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5. This agreement constitutes the entire agreement between the parties as to those matters contained herein and supersedes any prior agreements between the parties relative to the matters contained herein. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by each parties' authorized representative. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
 6. By executing this agreement, the parties acknowledge that they: (a) enter into and execute this agreement knowingly, voluntarily, and willingly with legal counsel as deemed appropriate; (b) have had a sufficient amount of time to consider this agreement's terms and conditions, (c) have read this agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.
 7. To the fullest extent permitted by law, the County agrees to defend and indemnify the City, its officers, employees, agents, and others acting on their behalf, to hold them harmless, and to defend them against any and all loss, damage, liability cost, and expense, including attorney fees, of any sort whatsoever, based upon or resulting from any actions, claims, or proceedings brought, or any loss, damage or injury of any type sustained, by reason of any act or omission by the County and HSEM, its officers, employees, or agents, or any others for whose acts or omissions the County or HSEM is or may be legally responsible, in the performance of its obligations under this contract.
To the fullest extent permitted by law, the City agrees to defend and indemnify the County and HSEM, its officers, employees, agents, and others acting on their behalf, to hold them harmless, and to defend them against any and all loss, damage, liability cost, and expense, including attorney fees, of any sort whatsoever, based upon or resulting from any actions, claims, or proceedings brought, or any loss, damage or injury of any type sustained, by reason of any act or omission by the City, its officers, employees, or agents, or any others for whose acts or omissions the City is or may be legally responsible, in the performance of its obligations under this contract.

CITY OF CHATFIELD

OLMSTED COUNTY

WARNING SIREN JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is between the CITY OF CHATFIELD, a Minnesota municipal corporation ("City"), and OLMSTED COUNTY, MINNESOTA, ("County"), both of which are empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10.

WHEREAS, Minn. Stat. §12.03, subd. 4 states that the duties of an emergency management jurisdiction includes the capability to provide warning services; and,

WHEREAS, warning siren systems are a warning service designed to alert the public of hazardous weather conditions; and,

WHEREAS, the warning siren system consists of those warning sirens described in Appendix A attached hereto; and,

WHEREAS, the County HSEM maintains the capability to monitor weather through a dual method of weather radar and visual spotters strategically placed throughout Olmsted County. It possesses the ability to alert the public by operation of the warning siren system; and,

WHEREAS, the City and County wish to reach an understanding as to the activation, testing and maintenance of the City's warning siren system and enter into this Joint Powers Agreement in order to do so.

NOW, THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

A. DUTIES AND RESPONSIBILITIES OF THE CITY:

1. Coordinate purchases and installation of warning sirens through the City.
2. Cooperatively develop and establish with the County a warning siren policy including, but not limited to, siren activation trigger points, siren maintenance, and siren testing dates, times, length of test, public notifications and related subjects. The Policy may not be modified or changed without the express and written approval of both parties.

B. DUTIES AND RESPONSIBILITIES OF THE COUNTY:

1. Provide regular and ongoing maintenance of the warning siren system described in **Appendix A** attached hereto.
2. Act as the primary site of warning siren activation during hazardous weather conditions.
3. Monitor current and predicted weather conditions to maintain situational awareness of hazardous weather conditions.
4. Maintain a weather radar system which can detect wind rotation, hail, high winds and other conditions of hazardous weather.
5. Work cooperatively with the Amateur Radio Emergency Services to provide Skywarn net visual spotters.
6. Maintain and coordinate a system of public safety spotters to provide a visual warning system.
7. Ensure warning siren hardware and software for warning siren units, controllers and similar equipment are compatible with the City's warning siren equipment.
8. Develop a method to test siren reliability and conduct a County activated test a minimum of once per month.
9. Cooperatively develop and establish with the City a warning siren policy including, but not limited to, siren activation trigger points, siren maintenance, and siren testing dates, times, length of test, public notifications and related subjects. The Policy may not be modified or changed without the express and written approval of both parties.

C. TERMS OF AGREEMENT:

1. This agreement shall be effective on the date it is signed by both parties and shall remain in effect until terminated by either party. The agreement may be cancelled by either party at any time, with or without cause, upon six month written notice provided to the other party.

D. REPRESENTATIVES AND NOTICES:

1. City's authorized representative for the purposes of administration of this contract is Joel Young, City Clerk, 21 Second Street SE, CHATFIELD, MN, 55923, telephone: 507-867-3810.
2. County's authorized representative for the purposes of administration of this contract is Kevin Torgerson, Director of Homeland Security and Emergency Management, 1421 Third Avenue S.E., Rochester, MN, 55904, telephone: 507-328-6101, fax: 507-328-6110.
3. All notices and correspondence, which may be necessary or proper for either party to accomplish the purposes of this Agreement, shall be addressed to the parties' authorized representatives listed above, or their successors in office.

E. MISCELLANEOUS PROVISIONS:


1. City and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement.
2. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, employees against any and all liability, loss, costs, damages, expenses, claims and actions, including attorney's fees which the other, its officers and employees, may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this agreement. It is understood and agreed that the the City and County's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law
3. Any amendments to this Agreement shall be in writing, and shall be

executed by the same parties who executed the original contract, or their successors in office.

4. The person(s) who sign this agreement hereby certify(ies) that he/she/they have been delegated authority to do so from the City or the County as required by applicable laws, home rule charter, articles, by-laws, resolutions, or ordinances.
5. This Agreement constitutes the entire agreement between the parties as to those matters contained therein, and supersedes any prior agreements between the parties relative to the matters contained herein. No waiver consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.
2. 6. By executing this Agreement, the parties acknowledge that they: (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein. Both parties wish to avoid any delays associated with a legal challenge to any of the terms of this Agreement. As such, both parties agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waive any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

IN WITNESSETH WHEREOF, the parties have caused this Agreement to be duly executed this 10 day of April, 2012.

CITY OF CHATFIELD

By 
Its Mayor

OLMSTED COUNTY

By 
Its Chairperson of the
County Board



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