FAIRMONT CITY COUNCIL
AGENDA

1. CALL TO ORDER -

- Regular meeting of the Fairmont City Council held on

MONDAY, AUGUST 22, 2016

at **5:30 p.m.** in the City Hall Council Chambers

2. ROLL CALL -

Councilors: Anderson
Askeland
Clerc
Peters
Zarling

3. DETERMINATION OF QUORUM -

4. PLEDGE OF ALLEGIANCE

5. READINGS OF MINUTES -

5.1 Minutes of Regular Meeting, August 8, 2016 **(01-02)**

6. OPEN DISCUSSION -

6.1 Open Discussion **(03)**

7. RECOGNITIONS/PRESENTATIONS -

7.1 Employee Years of Service Recognition **(04)**

7.1a Employee and Years of Service List **(05)**

8. SCHEDULED HEARINGS –

8.1 Public Hearing – To Amend the Rural and Urban Service Districts for the City of Fairmont **(06)**

8.1a Hearing Notice **(07-11)**
8.1b Ordinance 2016-05 **(12-16)**

8.2 Public Hearing – TIF #27 Fairmont Realty Group, LLC Project **(17)**

8.1a Hearing Notice **(18-19)**
8.1b Resolution 2016-31 **(20-24)**

9. ADMINISTRATIVE APPEALS –

10. FINANCIAL REPORTS –

11. REPORTS OF BOARDS, COMMITTEES, AND DEPARTMENT HEADS –

12. LICENSES AND PERMITS –

12.1 St. Paul Lutheran Picnic – Request to Block Street **(25)**

12.1a Application **(26-28)**

12.2 Grace Lutheran Church Event **(29)**

12.2a Application and letter **(30-32)**

13. OLD BUSINESS –

14. NEW BUSINESS –

14.1 SMMPA Agency Agreement Amendment **(33)**

14.1a Memo to PUC **(34-45)**
14.1b Resolution 2016-30 **(46-47)**
14.1c Agency Agreement **(48-63)**

14.2 Board and Commission Appointment **(64)**

14.3 Dutch Creek Outlet **(65)**

14.3a Memo from Mike Humpal, City Administrator **(66)**

14.4 E-Charging Joint Powers Agreement, Resolution 2016-33 **(67)**

14.4a Resolution 2016-33 **(68)**
14.4b State of MN Joint Powers Agreement Authorized Agency **(69-74)**
14.4c Court Data Services Subscriber Amendment to CJDN Subscriber Agreement **(75-84)**

15. REGULAR AND LIQUOR DISPENSARY BILLS –

15.1 August Accounts Payable **(85-113)**

16. STATUS REPORTS/ORAL

17. ADJOURNMENT –

ADDITIONAL ATTACHMENTS – **(114)**

Minutes of the Fairmont Planning Commission, August 2, 2016

The minutes of the Fairmont City Council meeting held on Monday, August 8, 2016 at the City Hall Council Chambers.

Mayor Pro-tem Clerc called the meeting to order at 5:30 p.m.

Council Members Terry Anderson, Chad Askeland, Bruce Peters and Jim Zarling were present. Also in attendance: City Administrator Mike Humpal, Public Works Director/City Engineer Troy Nemmers, Finance Director Paul Hoye, City Attorney Elizabeth Bloomquist, Police Chief Greg Brolsma and City Clerk Patricia Monsen.

It was moved by Council Member Askeland, seconded by Council Member Peters and carried to approve the minutes of the regular City Council meeting of July 25, 2016.

There was no open discussion.

Mayor Pro-tem Clerc opened the public hearing on proposed **Ordinance 2016-04** amending Fairmont City Code Article IV General Development Regulations. No comments were received during the public hearing. Council Member Peters made a motion to close the public hearing. Council Member Askeland seconded the motion and the motion passed. Council Member Askeland made a motion to approve **Ordinance 2016-04**, amending Fairmont City Code, Article IV General Development Regulations, adding Section 26-209 Temporary Family Health Care Dwellings. Council Member Peters seconded the motion. On roll call: Council Members Peters, Zarling, Anderson, Askeland and Clerc all voted aye. No one voted nay. Mayor Pro-tem Clerc declared said motion carried.

Mayor Pro-tem Clerc opened the public hearing on proposed **Resolution 2016-28**, a property tax abatement for the Zierke Built Manufacturing project. Linsey Preuss, Economic Development Coordinator, spoke along with Kyle and Greg Zierke. No public comment was received. Council Member Askeland made a motion to close the public hearing. Council Member Anderson seconded the motion and the motion passed. Council Member Askeland made a motion to approve **Resolution 2016-28**. Council Member Anderson seconded the motion. On roll call: Council Members Clerc, Peters, Zarling, Anderson and Askeland all voted aye. No one voted nay. Mayor Pro-tem Clerc declared said motion carried.

Jon Omvig of 523 Budd Lake Drive presented an appeal of the decision of the Board of Zoning Appeals to the City Council. Mr. Omvig made a request for a side yard variance which was denied. Council Member Anderson made a motion to approve the variance request. Council Member Peters seconded the motion and the motion passed. Council Member Zarling voted against said motion.

Finance Director Paul Hoye presented the June 30, 2016 Investment Report.

The Middle Nine Fire Department Association made application for a parade permit for the 9/11 Exhibit that will be at the Martin County Fair. Fireman Tim Miller spoke about the event. Council Member Peters made a motion to approve the event permit for August 14, 2016. Council Member Askeland seconded the motion and the motion passed.

Council reviewed goose hunting in the city limits on private land zoned agriculture. Council Member Zarling made a motion to authorize goose hunting in the City limits on private land

zoned agriculture during goose hunting seasons as set by the State of Minnesota. Council Member Askeland seconded the motion and the motion passed.

Council Member Zarling made a motion to approve demolition assistance at 50% of the actual cost up to $5,000.00 for Richard Stefanske's property located at 1316 North Park Street. Council Member Anderson seconded the motion and the motion passed.

Council Member Zarling made a motion to approve a three year Wellness Service Agreement with Guiding Life. Council Member Askeland seconded the motion and the motion passed.

Council Member Peters made a motion to approve **Resolution 2016-29**, declaring the Mayor's seat vacant due to the death of Randy J. Quiring. Council Member Askeland seconded the motion. On roll call: Council Members Peters, Zarling, Anderson, Askeland and Clerc all voted aye. No one voted nay. Mayor Pro-tem Clerc declared said motion carried.

Council Member Zarling made a motion to set a public hearing on proposed **Ordinance 2016-05**, which amends **Ordinance 2014-03**, establishing a Rural and Urban Service District within the Municipal Limits of the City of Fairmont. Council Member Anderson seconded the motion and the motion passed.

A motion was made by Council Member Peters, seconded by Council Member Askeland and carried to adjourn the meeting at 6:30 p.m.

ATTEST:

Wes Clerc
Mayor Pro-tem

Patricia J. Monsen, City Clerk

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 6.1

MEETING DATE: August 22, 2016

SUBJECT: Open Discussion

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board	X	Staff		Council		Commission		Committee

SUBJECT BACKGROUND:

INTRODUCED BY: Mayor Pro-tem Wes Clerc

COUNCIL LIAISON:

TYPE OF ACTION:

	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)	X	Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

	City Staff		Board		Commission		Committee

	Issuance		Approval		Authorization		No recommendation
	Denial		Rejection	X	No action needed		

STATEMENT: Prior to regular business, is there any open discussion?

MOTION: None

VOTE REQUIRED:

ATTACHMENTS:

1._____

2._____

3._____

****

Council Action:_____Date:_____

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 7.1

MEETING DATE: August 22, 2016

SUBJECT: Employee Years of Service Recognition

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board	X	Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)	X	Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

	City Staff		Board		Commission		Committee

	Issuance		Approval		Authorization		No recommendation
	Denial		Rejection	X	No action needed		

STATEMENT: Recognition of employees for years of service.

MOTION:

VOTE REQUIRED:

SEPARATE HANDOUTS:
1. Employee and Years of Service List
2.

****

Council Action:_____Date:_____

Employees to be recognized in 2016:

10 Years:
Luke Schultz

15 Years:
Wade Williams
Shannon Bass
Bryan Boltjes

30 Years:
Greg Brolsma
Ricky Pierce
Bruce Eversman

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 8.1

MEETING DATE: August 22, 2016

SUBJECT: Public Hearing – To Amend the Rural and Urban Service Districts for the City of Fairmont

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board	X	Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
X	Ordinance 2nd Reading (Roll call)	X	Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

X	City Staff		Board		Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: The Council will take public input on the proposed amendment to the Rural and Urban Service Districts for the City of Fairmont.

MOTION #1: To close Public Hearing
VOTE REQUIRED MOTION #1: Simple majority

MOTION #2: To approve Ordinance No. 2016-05, An Ordinance Amending Ordinance Number 2014-03 of the City of Fairmont, Relating to the Rural and Urban Service Districts for the City of Fairmont.
VOTE REQURIED MOTION #2: Roll Call - Simple majority

ATTACHMENTS:
1. Hearing Notice
2. Ordinance 2016-05

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Council Action:_____Date:_____

OFFICIAL PUBLICATION

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the City Council of the City of Fairmont will hold a public hearing to consider proposed Ordinance No. 2016-05:

AN ORDINANCE AMENDING ORDINANCE 2014-03 ESTABLISHING A RURAL AND URBAN SERVICE DISTRICT WITHIN THE MUNICIPAL LIMITS OF THE CITY OF FAIRMONT

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

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

WHEREAS, it has been determined that eight (8) properties have been misclassified:

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

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

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

NOW THEREFORE the City of Fairmont does ordain that Ordinance 2014-03 shall be amended as follows (strikeouts indicate deletions and underlines indicate additions):

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

Section 2. Definitions.

Rural Service District. The parcels of land that in the judgment of the City Council, are rural in character because they are unplatted and not developed for commercial, industrial, or urban residential purposes and contain more than 5 acres and are not benefitted to the same degree as

other lands by municipal services financed by general taxation. These lands need not be contiguous to one another.

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

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

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

Tax Identification Number	Acreage	Name of Owner
239990415		Federated Rural Electric Assn,
230370010	159.68	Stoneback, Kenneth F & Mary L
230370030	28	Unke, Ronald D & Karen
230370040	15.56	Fairmont Glass & Sign Products,
230370050	47.45	Fairmont Foods of MN Inc.,
230370080	19.67	Grupe of Fairmont Inc.,
230370085	40.32	Unke, Scott B & Caroline
230370090	73.07	Fairmont Foods of MN Inc.,
230370100	157.02	Fairmont Foods of MN Inc.,
230370120	15.48	Thate, John W & Jane M
230370130	5	City of Fairmont,
230370150	92.84	Cartwright, David D & Norma J
230370155	17.72	Miller, Randy Earl
230370180	79.6	Miller, Mildred C
230370185	11.87	Miller, Randy Earl
230370188	11.87	Miller, Randy E & Connie L
230370190	29.24	D Schwieger & D Smith CO TTS,
230370197	10.27	D Schwieger & D Smith CO TTS,
230370200	6.31	Greischar, Paul
230370230	146.62	Spencer, Jacqueline K
230370250	10.25	Spencer, James B & B M
230370270	73.52	DFP Limited Partnership,
230370280	31.54	Leiding, Darrel R & Terrance
230370290	11.84	Thate, John W & Jane M
230370320	75	City of Fairmont
~~230370330~~	~~0.25~~	~~Betts, John~~
230370340	51.15	Moeller, Dale S & Debra
~~230370345~~	~~1.38~~	~~Betts, John~~
230370360	82.75	Silker, John B & Peggy
230370370	42.85	Silker, John B & Peggy
230370380	34.6	Three Sheep to the Wind LLC & Janette Fickbohm

Tax Identification Number	Acreage	Name of Owner
230370390	79.5	Crowley, Francis W
230370400	42.95	Fausch, Scott A & Lisa K
230370410	388.95	A L & C E Ward Inc.,
230370420	40	Minnesota Mining & Manufacturing,
230370450	56.69	Marjorie L Pfiffner Resid Trust,
230370455	7.51	Davison, Benjamin
230370460	153.48	Lowell Spee Etal,
230370470	69.18	A L & C E Ward Inc.,
230370490	243.02	City of Fairmont,
230370500	66.05	Marjorie L Pfiffner Resid Trt,
230370510	77.22	Heminover, Mary E
230370520	232.57	Tenhassen Farms Inc,
230370590	10.12	Fairmont Community Hospital Assoc
230370650	39.96	Reiman, Kenneth
230370660	40	Fern F Bulfer Trust
230370670	159.29	Fern F Bulfer Trust
230370680	4.02	Bulfer, James G & Wm J
230370690	1.29	Bulfer, James G & Carol A
230370700	1	Bulfer, William J
230370710	80	Bents, Kenneth C & Ruby L
230370720	154.32	Bulfer Sr, Louis M
230370723	5.48	Bulfer Sr, Louis M
230370725	5	Bulfer, Patrick J & Joyce A
230370730	104.73	Barker, Orel A
230370732	5,581 sqft	City of Fairmont
230370770	80	City of Fairmont
230370780	91	Gerhardt, Dick & Diane
230370781	5	Wilken, Lance A & Susan R
230370782	5	Gerhardt, Dick & Diane
230370785	5.69	Gerhardt, Dick & Diane
230370788	5.0	Schmidt, Adam & Jessica L
230370790	7.62	Bettin, Michael & Joanne
230370800	5.38	Roesner, Stephen & Ronna
230370810	5.0	Joanne E. Bettin Revoc Liv Trust
230370820	5.0	Joanne E. Bettin Revoc Liv Trust
230370830	64.38	Gerhardt, Dick & Diane
230370835	35	City of Fairmont,
230370840	82.14	Barker, Stephen & Kent
230370870	14.71	School District #2752
230370880	36.54	Luedtke, Robert W & Andrea M
230370882	21.7	City of Fairmont
230370885	40.06	Scott, Kenneth E
230370887	14.9	City of Fairmont
230370890	14.67	Triple B & G Inc

Tax Identification Number	Acreage	Name of Owner
230370895	5.13	City of Fairmont
230370900	80	Luedtke, Robert W & Andrea M
230370910	14	Luedtke, Robert W & Andrea M
~~230370920~~	~~1.41~~	~~Buntjer, Jason M & Kari A~~
230370925	7.27	Janzen, Jon R
230370930	64.11	Poetter, John M & Sylvia
230370950	59.53	Scheff, Leonard & Lylas
230370960	13.5	Scheff, Leonard & Lylas
230370965	5.6	Thate, Andrew Scott
230370970	80	Luedtke, Robert W & Andrea M
230370980	3.02	Poetter, John M & Sylvia
230370990	38.43	Poetter, John M & Sylvia
230371000	12.71	Poetter, John M & Sylvia
230371010	48.55	Poetter, John M & Sylvia
230371020	39.74	Poetter, John M & Sylvia
230371060	85.11	Frank Milow Resid Trust,
230371120	42	Wendt, Elmer B & Lois L
230390035	18.95	Weigh-Tronix Acquisition Corp,
230390040	36.77	Fausch, Arthur L
230390045	0.48	Ault, Danny L
230390080	42.15	Fairmont Growth Oppty Co
230390085	19.09	City of Fairmont
230392300	2.87	Thate, John W & Jane M
230392305	2.13	Byers, Deann
230392310	1.28	Thate, John W & Jane M
230392315	1	Byers, Deann
230392320	9	Thate, John W & Jane M
230392325	1	Byers, Deann
230392330	37.61	Meschke, David E
230392345	3.58	Spencer, Blossom M & James B
230392347	0.98	Spencer, Blossom M & James B
~~230392370~~	~~10.25~~	~~Buffalo Lake Energy LLC~~
232110750	23.3	Lakeview Methodist Health Care Foundation
~~232910010~~	~~2~~	~~Mankato Rehab Center Inc~~,
230370140	24	Fairmont Cemetery Association,

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

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

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

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

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

You are further notified said hearing will be held in the **City Council Chambers of City Hall**, 100 Downtown Plaza, Fairmont, Minnesota on Monday, August 22, 2016, at 5:30 p.m.

BY ORDER OF THE CITY OF FAIRMONT

/s/ Patricia J. Monsen
Patricia J. Monsen, City Clerk

ORDINANCE 2016-05

AN ORDINANCE AMENDING ORDINANCE 2014-03 ESTABLISHING A RURAL AND URBAN SERVICE DISTRICT WITHIN THE MUNICIPAL LIMITS OF THE CITY OF FAIRMONT

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

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

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

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

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

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230370270	73.52	DFP Limited Partnership,
230370280	31.54	Leiding, Darrel R & Terrance
230370290	11.84	Thate, John W & Jane M
230370320	75	City of Fairmont
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230370340	51.15	Moeller, Dale S & Debra
~~230370345~~	~~1.38~~	~~Betts, John~~
230370360	82.75	Silker, John B & Peggy
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230370470	69.18	A L & C E Ward Inc.,
230370490	243.02	City of Fairmont,
230370500	66.05	Marjorie L Pfiffner Resid Trt,
230370510	77.22	Heminover, Mary E
230370520	232.57	Tenhassen Farms Inc,
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230370650	39.96	Reiman, Kenneth
230370660	40	Fern F Bulfer Trust
230370670	159.29	Fern F Bulfer Trust
230370680	4.02	Bulfer, James G & Wm J
230370690	1.29	Bulfer, James G & Carol A
230370700	1	Bulfer, William J
230370710	80	Bents, Kenneth C & Ruby L
230370720	154.32	Bulfer Sr, Louis M
230370723	5.48	Bulfer Sr, Louis M
230370725	5	Bulfer, Patrick J & Joyce A
230370730	104.73	Barker, Orel A
230370732	5,581 sqft	City of Fairmont
230370770	80	City of Fairmont
230370780	91	Gerhardt, Dick & Diane
230370781	5	Wilken, Lance A & Susan R
230370782	5	Gerhardt, Dick & Diane
230370785	5.69	Gerhardt, Dick & Diane
230370788	5.0	Schmidt, Adam & Jessica L
230370790	7.62	Bettin, Michael & Joanne
230370800	5.38	Roesner, Stephen & Ronna
230370810	5.0	Joanne E. Bettin Revoc Liv Trust
230370820	5.0	Joanne E. Bettin Revoc Liv Trust
230370830	64.38	Gerhardt, Dick & Diane
230370835	35	City of Fairmont,
230370840	82.14	Barker, Stephen & Kent
230370870	14.71	School District #2752
230370880	36.54	Luedtke, Robert W & Andrea M
230370882	21.7	City of Fairmont
230370885	40.06	Scott, Kenneth E
230370887	14.9	City of Fairmont
230370890	14.67	Triple B & G Inc
230370895	5.13	City of Fairmont
230370900	80	Luedtke, Robert W & Andrea M
230370910	14	Luedtke, Robert W & Andrea M
~~230370920~~	~~1.41~~	~~Buntjer, Jason M & Kari A~~

Tax Identification Number	Acreage	Name of Owner
230370925	7.27	Janzen, Jon R
230370930	64.11	Poetter, John M & Sylvia
230370950	59.53	Scheff, Leonard & Lylas
230370960	13.5	Scheff, Leonard & Lylas
230370965	5.6	Thate, Andrew Scott
230370970	80	Luedtke, Robert W & Andrea M
230370980	3.02	Poetter, John M & Sylvia
230370990	38.43	Poetter, John M & Sylvia
230371000	12.71	Poetter, John M & Sylvia
230371010	48.55	Poetter, John M & Sylvia
230371020	39.74	Poetter, John M & Sylvia
230371060	85.11	Frank Milow Resid Trust,
230371100	42	Krahmer, Inc.
230371120	42	Wendt, Elmer B & Lois L
230390035	18.95	Weigh-Tronix Acquisition Corp,
230390040	36.77	Fausch, Arthur L
230390045	0.48	Ault, Danny L
230390080	42.15	Fairmont Growth Oppty Co
230390085	19.09	City of Fairmont
230392300	2.87	Thate, John W & Jane M
230392305	2.13	Byers, Deann
230392310	1.28	Thate, John W & Jane M
230392315	1	Byers, Deann
230392320	9	Thate, John W & Jane M
230392325	1	Byers, Deann
230392330	37.61	Meschke, David E
230392345	3.58	Spencer, Blossom M & James B
230392347	0.98	Spencer, Blossom M & James B
~~230392370~~	~~10.25~~	~~Buffalo Lake Energy LLC~~
232110750	23.3	Lakeview Methodist Health Care Foundation
~~232910010~~	~~2~~	~~Mankato Rehab Center Inc~~,
230370140	24	Fairmont Cemetery Association,

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

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

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

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

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

Motion by:
Second by:
All in Favor:
Opposed:
Abstained:
Absent:

PASSED, APPROVED AND ADOPTED, this 22nd day of August, 2016

_____
Mayor

Attest:

_____
Patricia J. Monsen, City Clerk

1st Reading: August 8, 2016
2nd Reading: August 22, 2016

CITY OF FAIRMONT-------AGENDA CONTROL SHEET-------AGENDA ITEM NO. 8.2

MEETING DATE: August 22, 2016

SUBJECT: Hold Public Hearing on Tax Increment Financing District No. 27

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY: Linsey Preuss, Economic Development Coordinator

	Petition		Board	X	Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Linsey Preuss, Economic Development Coordinator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

TYPE OF ACTION:

	Motion (Voice Vote)	X	Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)	X	Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

X	City Staff	X	Board		Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: The Fairmont Economic Development Authority is recommending adopting Tax Increment Financing District No 27 agreement with Fairmont Realty Group, LLC. This Redevelopment TIF is for a term of 15 years, and will assist with the financing of certain costs incurred in connection with the demolition of 3 existing substandard buildings and the construction and equipping of a multifamily rental housing project consisting of one 4-plex unit with 3 bedrooms per unit and one 3-plex unit with 3 bedrooms per unit.

MOTION 1: To close the public hearing.

VOTE REQUIRED: Simple majority

MOTION 2: To approve Resolution 2016-31.

VOTE REQUIRED: Simple majority – Roll call

ATTACHMENTS:
1. Hearing Notice
2. Resolution 2016-31

****

Council Action:_____Date:_____

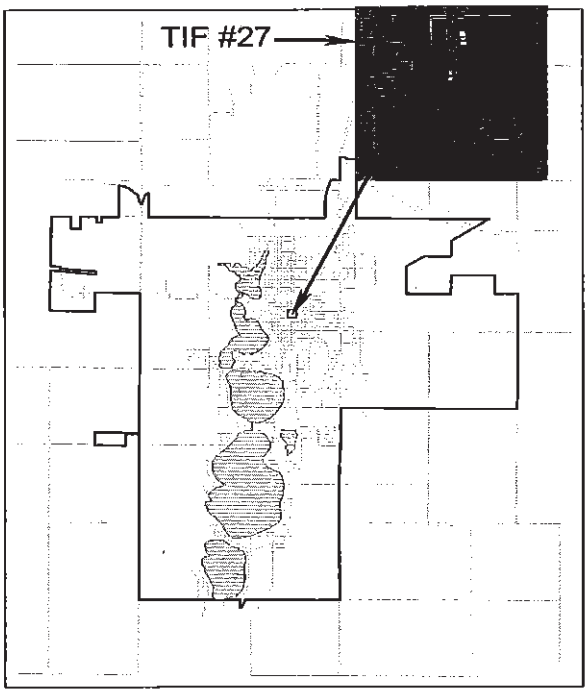
CITY OF FAIRMONT
COUNTY OF MARTIN
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Fairmont, Martin County, Minnesota, will hold a public hearing on Monday, August 22, 2016, at 5:30 p.m., at the City Hall, 100 Downtown Plaza, Fairmont, Minnesota, relating to the proposed adoption of an amendment to the Development Program for Development District No. 1, the proposed establishment of Tax Increment Financing District No. 27 within Development District No. 1, and the proposed adoption of a Tax Increment Financing Plan therefor, all pursuant to and in accordance with Minnesota Statutes, Sections 469.234 through 469.134 and Sections 469.174 through 469.1794, as amended. Copies of the Development Program and the proposed Tax Increment Financing Plan are on file and available for public inspection at the office of the City Clerk at City Hall.

The property included in Development District No. 1 is described in the Development Program on file in the office of the City Clerk. The property proposed to be included in Tax Increment Financing District No. 27 is described in the Tax Increment Financing Plan on file in the office of the City Clerk.

Maps of Development District No. 1 and Tax Increment Financing District No. 27 are set forth below:



All interested persons may appear at the hearing and present their views orally or in writing prior to the hearing.

BY ORDER OF THE CITY OF FAIRMONT

/s/ Patricia J. Monsen
Patricia J. Monsen, City Clerk

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY
OF FAIRMONT, MINNESOTA

HELD: August 22, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Fairmont, Martin County, Minnesota, was duly called and held on the 22nd day of August, 2016, at 5:30 p.m.

The following members of the Council were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION 2016-31

RESOLUTION APPROVING PROPOSED AMENDMENT TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1, ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 27 WITHIN DEVELOPMENT DISTRICT NO. 1 AND APPROVING THE TAX INCREMENT FINANCING PLAN THEREFOR AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT

WHEREAS:

A. It has been proposed that the City of Fairmont, Minnesota (the "City") establish Tax Increment Financing District No. 27 (the "TIF District") within in Development District No. 1 (the "Development District") and approve and accept the proposed Tax Increment Financing Plan therefor under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "Act"); and

B. The City Council has investigated the facts and has caused to be prepared a proposed amendment to the Development Program for the Development District (the "Development Program"), and has caused to be prepared a proposed Tax Increment Financing Plan for the TIF District therein (the "TIF Plan"); and

C. The City has performed all actions required by law to be performed prior to the approval of the establishment of the TIF District therein and the adoption of a proposed Amended Development Program and TIF Plan therefor, including, but not limited to, a review of the Planning Commission of the proposed amendment to the Development Program and establishment of the TIF District, notification of Martin County and Independent School District No. 2752 having taxing jurisdiction over the property to be included in the TIF District and the holding of a public hearing upon published and mailed notice as required by law; and

D. Fairmont Realty Group, LLC (together, the "Developer") have requested that the City assist with the financing of certain costs incurred in connection with the demolition of existing substandard buildings and the acquisition, construction and equipping of a multifamily rental housing project consisting of one 4-plex unit with 3 bedrooms per unit and one 3-plex unit with 3 bedrooms per unit to be located in the TIF District (the "Project").

E. The Developer and the City have determined to enter into a Development Agreement providing for the City's assistance for the Project (the "Development Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fairmont as follows:

1. Development Program. The Development Program for the Development District, a copy of which is on file in the office of the City Clerk, is adopted as the Development Program for the Development District.

2. TIF District No. 27. There is hereby established in the City within the Development District, Tax Increment Financing District No. 27 therein, the initial boundaries of which are fixed and determined as described in the TIF Plan.

3. Tax Increment Financing Plan. The TIF Plan is adopted as the Tax Increment Financing Plan for the TIF District, and the City Council makes the following findings:

(a) The TIF District is an redevelopment district as defined in Minnesota Statutes, Section 469.174, Subd. 10, the specific basis for such determination are the reports of the City's building inspector, incorporated herein by reference, with respect to the condition of the buildings located in the TIF District. The TIF District consists of 4 parcels containing three structurally substandard buildings on 3 of the parcels and a vacant lot on one of the parcels. The demolition and clearing of the existing substandard buildings and the construction of a multifamily housing facility will increase employment in the State, help prevent the emergence of blight and result in the preservation and enhancement of the tax base of the State.

(b) The proposed redevelopment in the opinion of the City Council, would not occur solely through private investment within the reasonably foreseeable future. The reasons supporting this finding are that:

(i) The Developer has represented to the City that private investment will not finance these development activities because of prohibitive costs. It is necessary to finance these development activities through the use of tax increment financing so that this and other development by private enterprise will occur within the Development District.

(ii) A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed as described above. Such analysis is found in Exhibit D of the TIF Plan, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the

estimated market value of the site absent the establishment of the TIF District and the use of tax increments.

(c) In the opinion of the City Council, the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan. The reasons supporting this finding are that:

(i) The estimated amount by which the market value of the site will increase without the use of tax increment financing is $-0-;

(ii) The estimated increase in the market value that will result from the development to be assisted with tax increment financing is $592,500 (from $107,500 to $700,000); and

(iii) The present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan is $71,380.

(d) The TIF Plan for the TIF District conforms to the general plan for development or redevelopment of the City of Fairmont as a whole. The reasons for supporting this finding are that:

(i) The TIF District is properly zoned; and

(ii) The TIF Plan will generally compliment and serve to implement policies adopted by the City.

(e) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the Development District by private enterprise. The reasons supporting this finding are that:

The development activities are necessary so that development and redevelopment by private enterprise can occur within the Development District.

4. Public Purpose. The amendment to the Development Program for the Development District, and the adoption of the TIF Plan for the TIF District therein conform in all respects to the requirements of the Act and will help fulfill a need to develop an area of the State which is already built up to provide employment opportunities to improve the tax base and to improve the general economy of the State and thereby serves a public purpose.

5. Certification. The Auditor of Martin County is requested to certify the original net tax capacity of the TIF District as described in the TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City Administrator is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

6. Filing. The City Administrator is further authorized and directed to file a copy of the Development Program and TIF Plan for the TIF District with the Commissioner of Revenue and the Office of the State Auditor.

7. Administration. The administration of the Development District is assigned to the City Administrator who shall from time to time be granted such powers and duties pursuant to Minnesota Statutes, Sections 469.130 and 469.131 as the City Council may deem appropriate.

8. Interfund Loan. The City has determined to pay for certain costs (the "Qualified Costs") identified in the TIF Plan consisting of certain administrative expenses, which costs may be financed on a temporary basis from the City's general fund or any other fund from which such advances may be legally made (the "Fund"). Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the Fund in order to finance the Qualified Costs. The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the following terms (which terms are referred to collectively as the "Interfund Loan"):

(a) The City shall repay to the Fund from which the Qualified Costs are initially paid, the principal amount of $5,000 (or, if less, the amount actually paid from such fund) together with interest at 4.00% per annum (which is not more than the greater of (i) the rate specified under Minnesota Statutes, Section 270.75, or (ii) the rate specified under Minnesota Statutes, Section 549.09) from the date of the payment.

(b) Principal and interest on the Interfund Loan ("Payments") shall be paid semi-annually on each April 1 and August 1 commencing with the first April 1 or August 1 occurring after the date the tax increments from the TIF District are available and not otherwise pledged to and including the earlier of (a) the date the principal and accrued interest of the Interfund Loan is paid in full, or (b) the date of last receipt of tax increment from the TIF District ("Payment Dates") which Payments will be made in the amount and only to the extent of available tax increments. Payments shall be applied first to accrued interest, and then to unpaid principal.

(c) Payments on the Interfund Loan are payable solely from the tax increment generated in the preceding six (6) months with respect to the TIF District and remitted to the City by Martin County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on this Interfund Loan are subordinate to any outstanding or future bonds, notes or contracts secured in whole or in part with tax increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with tax increment.

(d) The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

(e) The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from tax increment pledged to the payment hereof under this resolution. The

Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of tax increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination of the TIF District.

(f) The City may amend the terms of the Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

9. Development Agreement.

(a) The City Council hereby approves the Development Agreement in substantially the form submitted, and the Mayor and Administrator are hereby authorized and directed to execute the Development Agreement on behalf of the City.

(b) The approval hereby given to the Development Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Development Agreement. The execution of the Development Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Development Agreement in accordance with the terms hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

_____
Mayor

ATTEST:

_____
Patricia J. Monsen, City Clerk

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 12.1

MEETING DATE: August 22, 2016

SUBJECT: St. Paul Lutheran Picnic

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

X	Petition		Board		Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

X	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

X	City Staff		Board		Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: St. Paul Lutheran Church would like to block the 200 block of Oxford Street between Budd Street and Victoria Street on Sunday, September 11, 2016 from 11:30 a.m. to 3:00 p.m. to hold a picnic.

MOTION: To allow Oxford Street to be blocked off between Budd Street and Victoria Street for a picnic on September 11, 2016 from 11:30 a.m. to 3:00 p.m.

VOTE REQUIRED: Simple majority.

ATTACHMENTS:
1. Application
2.

****

Council Action:_____Date:_____

FAIRMONT

EVENT APPLICATION/PERMIT

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

Date: 8.15.16 Permit Fee: $15.00

Event: School Picnic

Sponsoring entity: St. Paul Lutheran PTL/PR Committee

Address: 201 Oxford Fairmont, MN

Maximum estimated number of persons expected to attend at any one time: 125

Event coordinator(s): Chris Engelby

Contact Info: 507 236-8300 Phone #

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

Primary contacts (during event):

Name: Chris Engelby Name

Cell#: 507 236-8300 Cell#

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

Event Start: Day/Date Sunday, Sept. 11, 2016 Time: 11:30 a.m.

Event End: Day/Date Sunday, Sept. 11, 2016 Time: 3:00 p.m.

Setup: Day/Date Sunday, Sept. 11, 2016 Start time: 11:30 am End Time: 11:45 a.m.

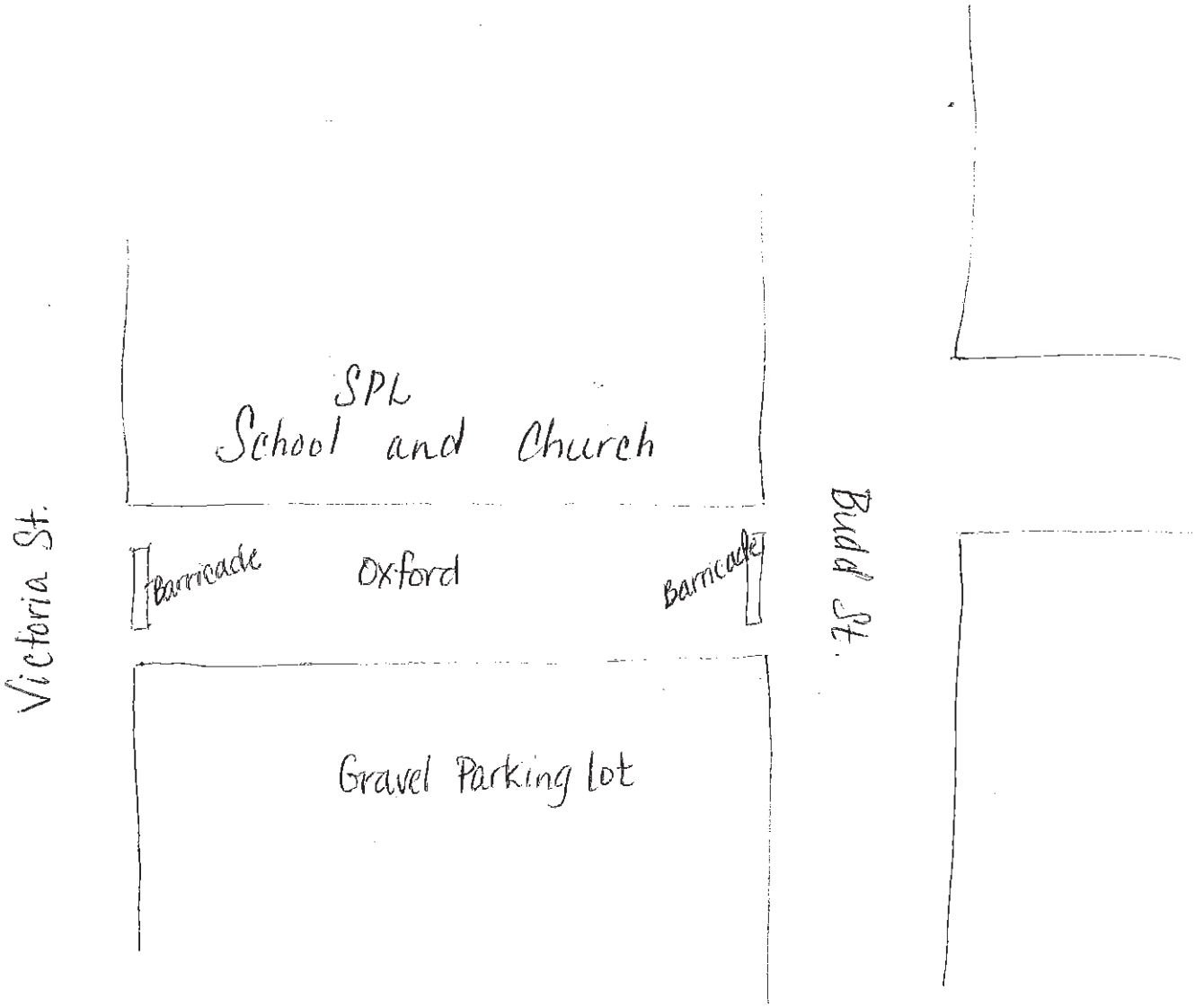
Teardown: Day/Date Sunday, Sept. 11, 2016 Start time: 3:00 pm End Time: 3:15 pm

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

   Picnic and yard games

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

   Picnic will take place in the street; yard games will take place in adjacent gravel parking lot. The school will be open for all other facilities. See diagram on backside.


SPL
School and Church
Victoria St.
Barricade
Oxford
Barricade
Budd St.
Gravel Parking lot

3. Will outside drinking water or waste collection systems be supplied? ____ Yes; _X_ No
   If yes, supply public health plans, including the number of toilet facilities that will be available.

4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. _____ Yes; _X_ No
   If yes, provide the written plans.

5. Will organizers allow outside food wagon/vendors at the event? _____ Yes; _X_ No
   If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.

6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): _____ Yes; _X_ No
   If yes, event coordinator must complete temporary overnight camping permit and submit payment.

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? ____ Yes; _X_ No
   If yes, please describe:_____

8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns?
   _X_ Yes; ____ No 200 block of Oxford St.
   If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).

9. Will you be providing shuttle service? _____ Yes; _X_ No
   If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

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

Signature Lisa M. Kallemeyn Title Member of PTL/PR Comm. for St. Paul Lutheran School Date 8.15.16

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

Office Use Only			
$15.00 Fee Paid	Date: 8/15/16	Received by: Patty Monson	
Requires Council Approval	_X_ Yes; ____ No	Council Meeting Dated 8/22/16	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:
____ City
____ Applicant
____ Police
____ Parks/Streets
____ Other

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 12.2

MEETING DATE: August 22, 2016

SUBJECT: Grace Lutheran Church Event - God's Grace is Amazing

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

X	Petition		Board		Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

X	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

X	City Staff		Board		Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: Grace Lutheran Church would like to block Grant Street between Tilden Street and Webster Street on September 11, 2016 from 10:30 a.m. to 2:00 p.m. to hold an event called God's Grace is Amazing

MOTION: To allow Grant Street to be blocked off between Tilden Street and Webster Street Court for an event on September 11, 2016 from 10:30 a.m. to 2:00 p.m.

VOTE REQUIRED: Simple majority.

ATTACHMENTS:
1. Application & Letter

****

Council Action:_____Date:_____

FAIRMONT

EVENT APPLICATION/PERMIT

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

Date: 8/6/11/16 Permit Fee: $15.00

Event: God's Grace is Amazing

Sponsoring entity: Grace Lutheran Church

Address: 300 S Grant St

Maximum estimated number of persons expected to attend at any one time: 400

Event coordinator(s): Nicki Kueker

Contact Info: 238-4418 Phone #

Kueker@gracelutheranchurch.org E-mail

Primary contacts (during event):

Name: Nicki Kueker Name Connie Anthony

Cell#: 230-1177 Cell# 507-236-1271

E-mail: kueker@gracelutheranchurch.org E-mail: jcanth@yahoo.com

Event Start: Day/Date September 11th Time: 11:30 am

Event End: Day/Date September 11th Time: 2:00 pm

Setup: Day/Date Start time: End Time: 10:30 pm

Teardown: Day/Date Start time: End Time: 2:00 pm

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

God's Grace is Amazing will be hosting a block party after a morning of service in Fairmont. Grace will be [illegible] Servants

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

300 block of S Grant St, We are proposing to block the Street off to serve aproximatly 400 Servants. Grace will contact the parks department about using picnic tables.

3. Will outside drinking water or waste collection systems be supplied? ____ Yes; X No
If yes, supply public health plans, including the number of toilet facilities that will be available.

4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. X Yes; _____No
If yes, provide the written plans.
We will be using Grace Lutheran Church as a back up Shelter for rain or Severe weather

5. Will organizers allow outside food wagon/vendors at the event? _____ Yes; X No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.

6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): _____ Yes; X No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? ____ Yes; X No
If yes, please describe:_____

8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? X Yes; ____ No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
block off the Grant Street between Tilton and Webster

9. Will you be providing shuttle service? _____ Yes; X No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

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

Date 6/11/16

Director

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

Office Use Only			
$15.00 Fee Paid	Date: 8/17/16	Received by: Patty	
Requires Council Approval	X Yes; ____No	Council Meeting Date: 8/22/16	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:
____ City
____ Applicant
____ Police
____ Parks/Streets
____ Other

August 2, 2016

Dear Fairmont City Council,

I am writing to request permission to close off Grant Street between Tilden and Webster (in front of Grace Lutheran Church) on Sunday, September 11, 2016 between 10:30 am until 2 pm. The Grace is Amazing Planning Team would like to have a block party again this year in front of the church. As in the past, we will be responsible to clean up any debris before reopening the street.

If you have any questions or concerns, feel free to contact Nicki Kueker at 238-4418 or kueker@gracelutheranchurch.org.

Sincerely,

Nicki Kueker

Nicki Kukeker.

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 13.1

MEETING DATE: August 22, 2016

SUBJECT: Mayor's Appointment

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board		Staff	X	Council		Commission		Committee

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

X	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

	City Staff		Board		Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: Council's required to appoint a Mayor within thirty days of the vacancy. The council meeting in September will be outside of that thirty days. Therefore, the City Council should discuss and appoint someone to fulfil the mayor's term until December 31, 2016.

MOTION: To appoint _____ as Mayor until December 31, 2016.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1.
2._____
3._____

****

Council Action:_____Date:_____

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 14.1

MEETING DATE: August 22, 2016

SUBJECT: SMMPA Agency Agreement Amendment

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board	X	Staff		Council	X	Commission		Committee

SUBJECT BACKGROUND: Troy Nemmers, PE, Director of Public Works/City Engineer

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON: Councilor Clerc

TYPE OF ACTION:

	Motion (Voice Vote)	X	Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

X	City Staff		Board	X	Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: Southern Minnesota Municipal Power Agency has initiated a process to amend the existing Agency Agreement. Attached you will find a Memo to the Public Utilities Commission along with Amendment No. 1 to the agreement. The Public Utilities Commission has reviewed this amendment and is recommending approval by the City Council.

MOTION: To adopt Resolution 2016-30, authorizing the Mayor Pro-tem and City Clerk to execute Amendment No.1 to the SMMPA Agency Agreement.

VOTE REQUIRED: Simple majority – roll call

ATTACHMENTS:
1. Memo to PUC
2. Resolution 2016-30
3. Agency Agreement (8/4/16)

****

Council Action:_____Date:_____

FAIRMONT

CITY OF FAIRMONT– 100 Downtown Plaza – Fairmont, MN 56031
Phone (507)238-9461 www.fairmont.org ♦ citygov@fairmont.org Fax (507)238-9469

MEMORANDUM

TO: Public Utilities Commission

FROM: Troy Nemmers, PE, Director of Public Works/City Engineer TN

Cc: Mike Humpal, CEcD, City Administrator;
Paul Hoye, Finance Director

DATE: July 7, 2016

SUBJECT: SMMPA Agency Agreement changes

==========

The structure of the SMMPA organization is anticipated to change in 2030 as two large members have not signed power sales contracts with SMMPA beyond that date. These two large members will still function as utility providers, and they both have interest in being involved in the Badger Coulee transmission project that is currently underway within SMMPA. The current Agency Agreement allows for only "all requirements" utilities to be members in SMMPA. "All requirements" means that the member must sign a power sales contract and purchase all their power through SMMPA. This would exclude these two large members from SMMPA and not allow them to participate in the Badger Coulee project after 2030. With this in mind, the SMMPA board has undertaken a process to update the Agency Agreement. This agreement has been in place since the 1970s when SMMPA was formed. Because of the stringent approval process for changes to the agreement, SMMPA has opened up the entire document for review and amendment. These additional changes address some past issues as well and try to identify issues that would restrict the board's ability to expand the agency in the future.

I have attached several items from SMMPA's presentation to help explain the process as well as identify the proposed changes. Slide 2 shows the required approval process for any amendments to the Agency Agreement. Slides 4-6 are illustrations of the current SMMPA structure, the pre-2030 structure, and the post-2030 structure if the proposed changes are approved. Slides 7-8 spell out the proposed changes along with the questions and outcomes discussed by the board. Lastly, slide 9 shows the results of the weighting voting changes under the proposed new formula. I have attached the complete draft Agency Agreement if you would like to review, but thought this information more clearly spells out the changes.

The SMMPA board has spent significant time discussing these items and there appears to be a consensus among the other members that these changes are acceptable. Staff will be looking for a recommendation from the PUC to the City Council to approve Amendment No. 1 to the SMMPA Agency Agreement. If the PUC approves, this will be brought to the City Council for their review/approval of the final resolution. Please review and let me know if you have questions.

Approval Process for Amendments to the Agency Agreement

- Approval by 2/3 of the Representatives
- Approval by 2/3 of the weighted votes
- Approved and concurred in by Commission Resolutions and City Council Resolutions of 2/3 of all Members
- Filing a certified copy of each resolution and the amendment with the MN Secretary of State

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Proposed Agency Agreement Changes

Dave Geschwind – Executive Director & CEO

June 2016

SOUTHERN MINNESOTA
MUNICIPAL POWER AGENCY

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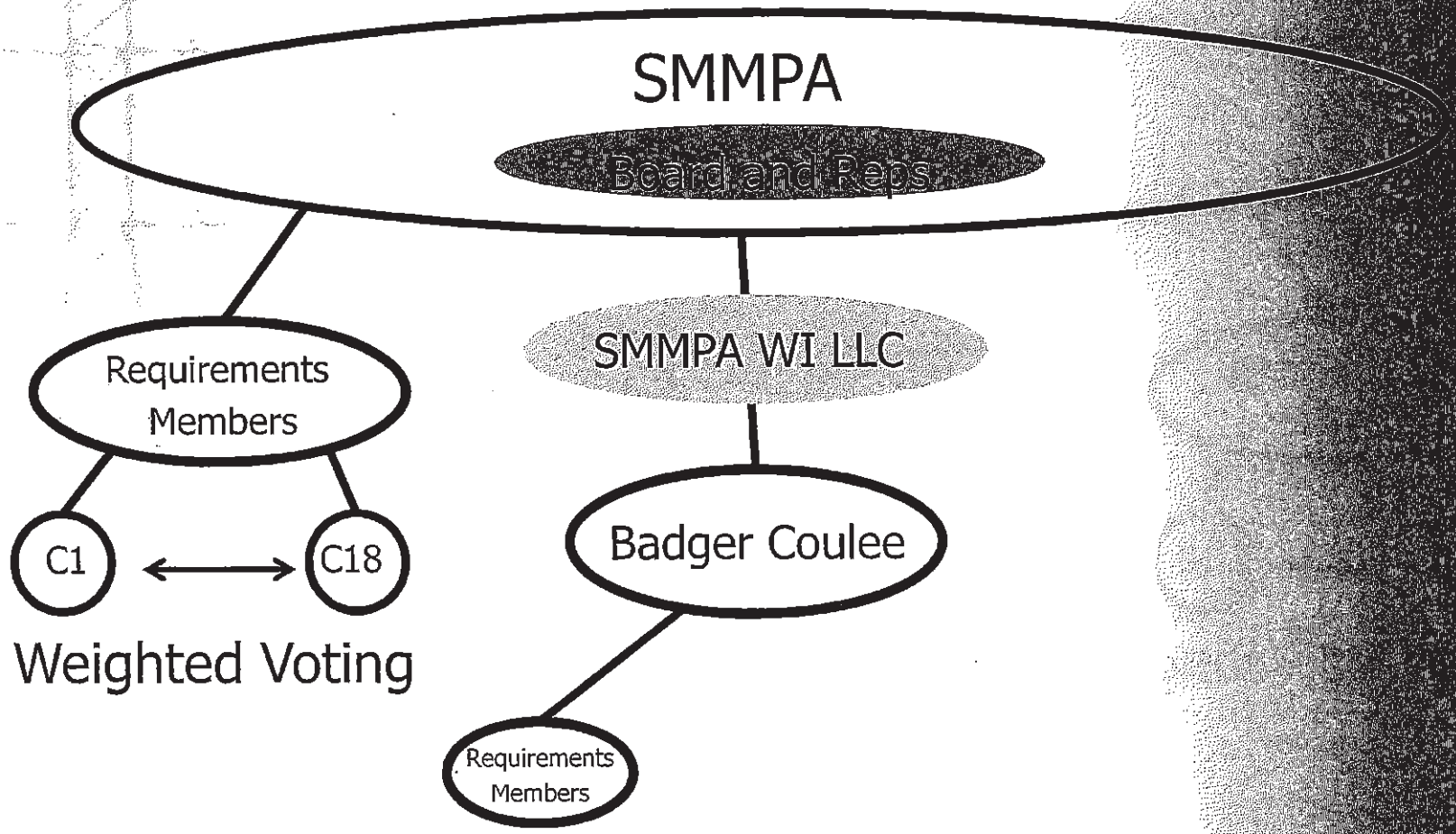
36.

SMMPA Today



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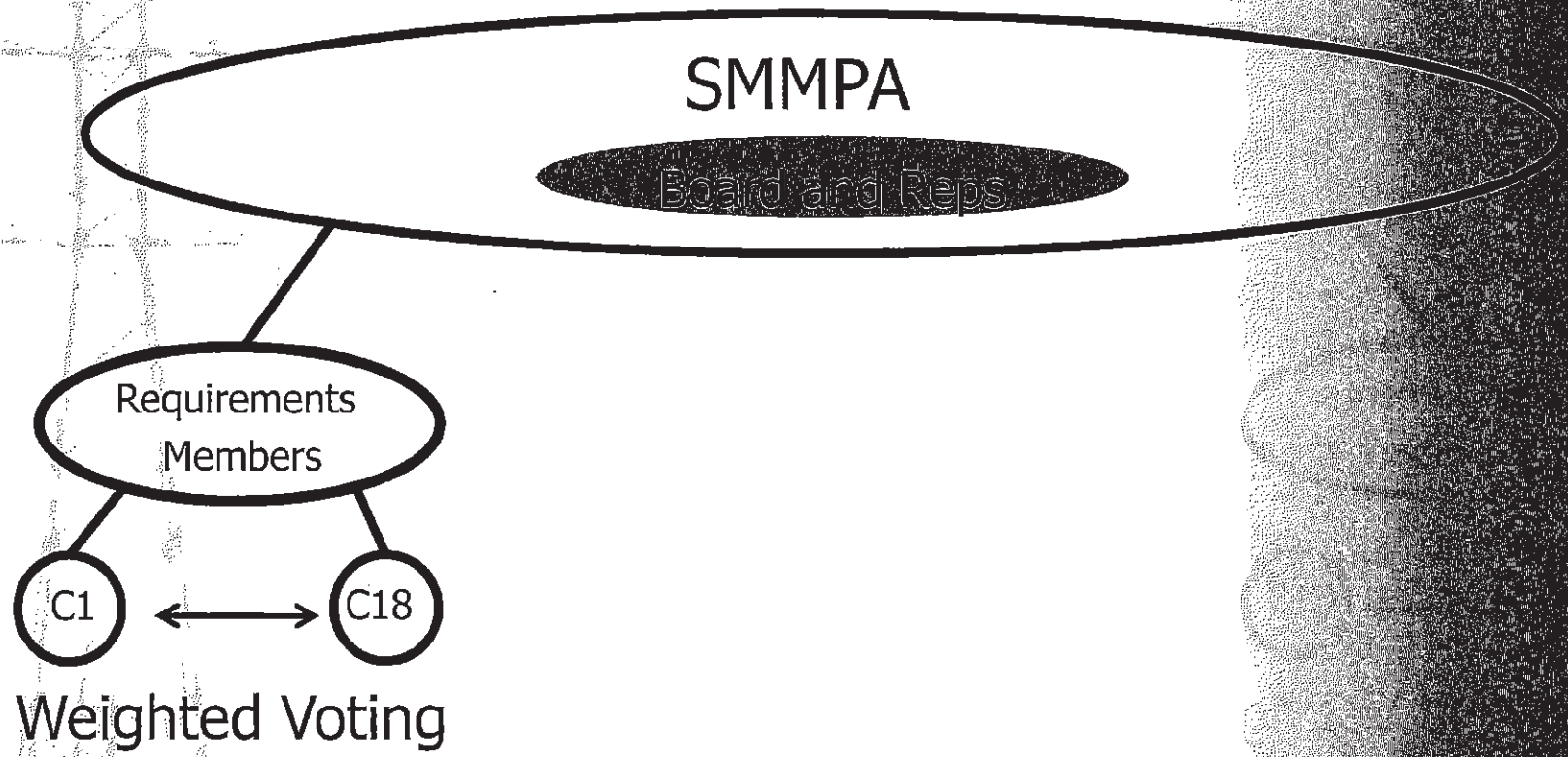
SMMPA Before Badger Coulee Transmission Project



SOUTHERN MINNESOTA MUNICIPAL POWER AGENCY
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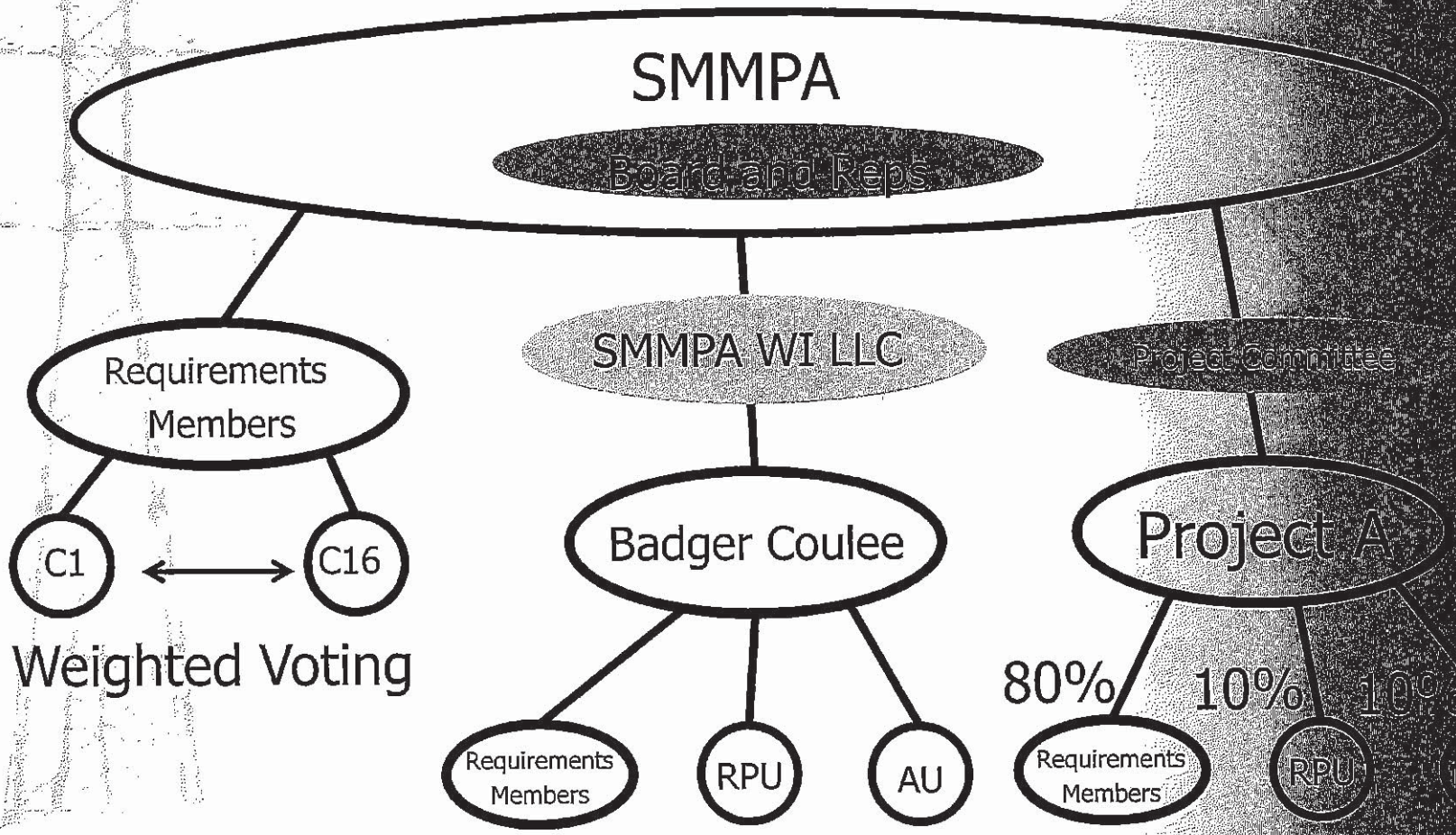
Potential Structure with Project Participants After 2030



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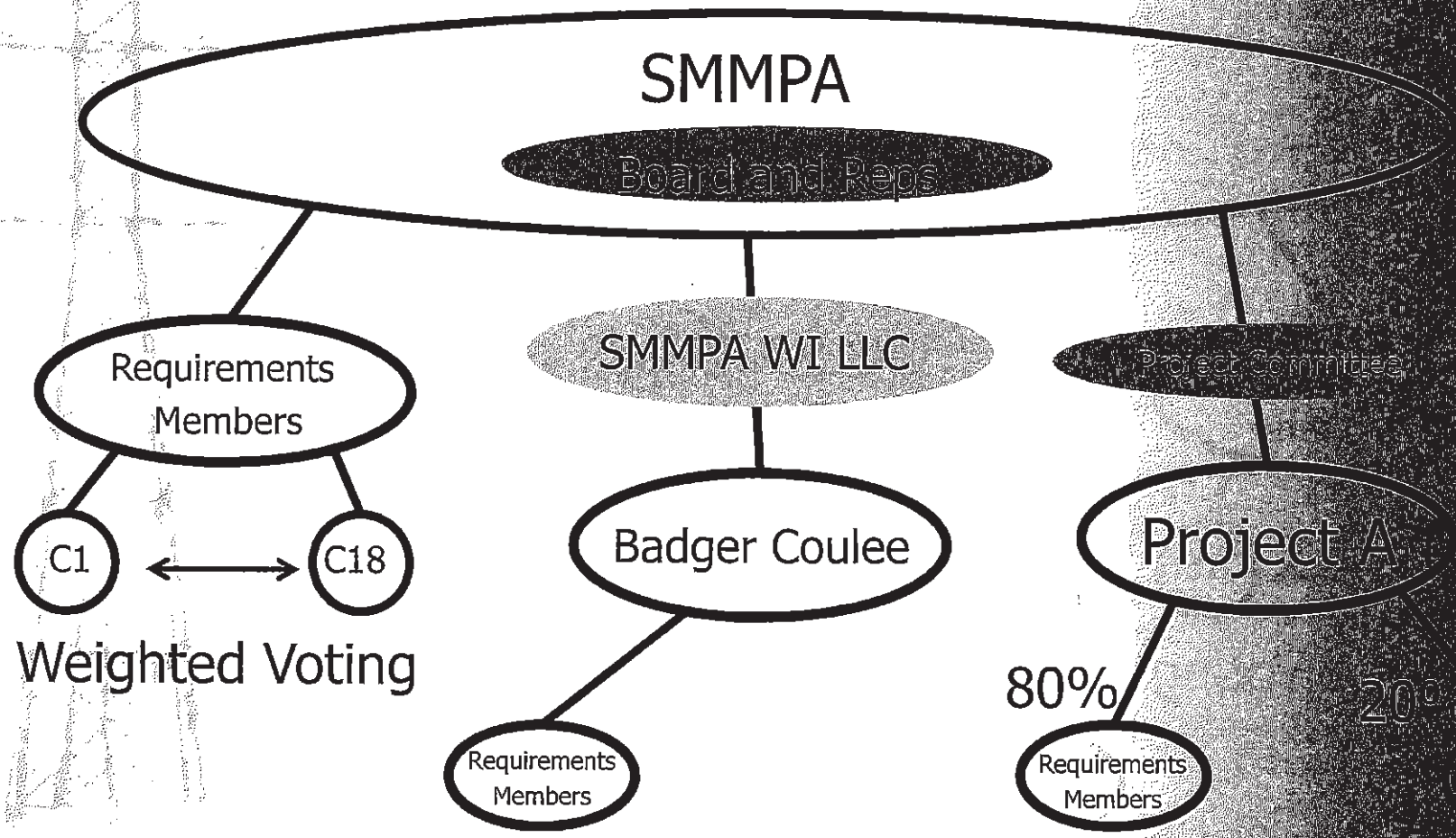
Potential Structure with Project Participants Pre-2030



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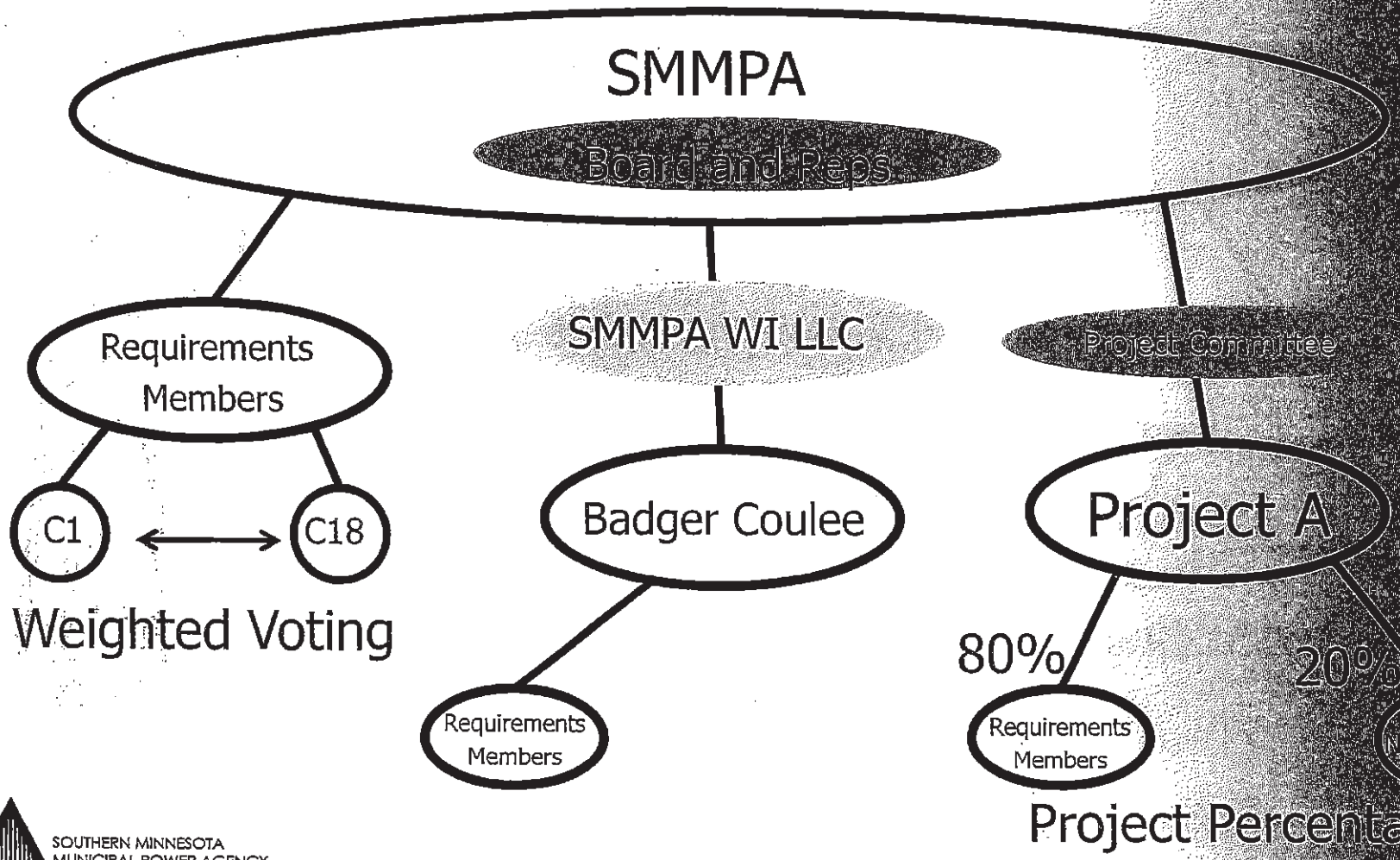
Potential Structure with Project Participants Pre-2030



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What would change under Amendment 1?

- SMMPA can have Project Members
- Once SMMPA has a Project Member, voting changes (mainly post-2030)
  - Project Members would have a Member Representative and Project Committee member, but no traditional weighted vote
- After 2030, no weighted voting on:
  - Admission/expulsion of Members
  - Amendments to Agency Agreement
  - Bylaws changes
  - Election of board members
- Project Members can only vote on matters with a pecuniary interest and have no pecuniary liability for matters other than Projects in which they participate

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Questions for Member Discussion

1. Should Project Members be able to stand for election to the SMMPA board?
   - Outcome: Yes, of the elected four directors, up to two can be Project Members.
2. Should the concept of automatic board seats be retained after 2030?
   - Outcome: Yes, retain current practice.
3. Should weighted vote formula be changed after 2030 to remove portion related to non-SMMPA energy sales?
   - Outcome: Simplify weighted vote formula - to be based on energy and capacity purchases from Agency in prior year.
4. Can a city that is neither a Requirements Member nor a Project Member be a Member?
   - Outcome: No. Must be either a Requirements Member or Project Member.

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Questions for Member Discussion

1. Should Project Members be able to stand for election to the SMMPA board?
   - Outcome: Yes, of the elected four directors, up to two can be Project Members.
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   - Outcome: No. Must be either a Requirements Member or Project Member.

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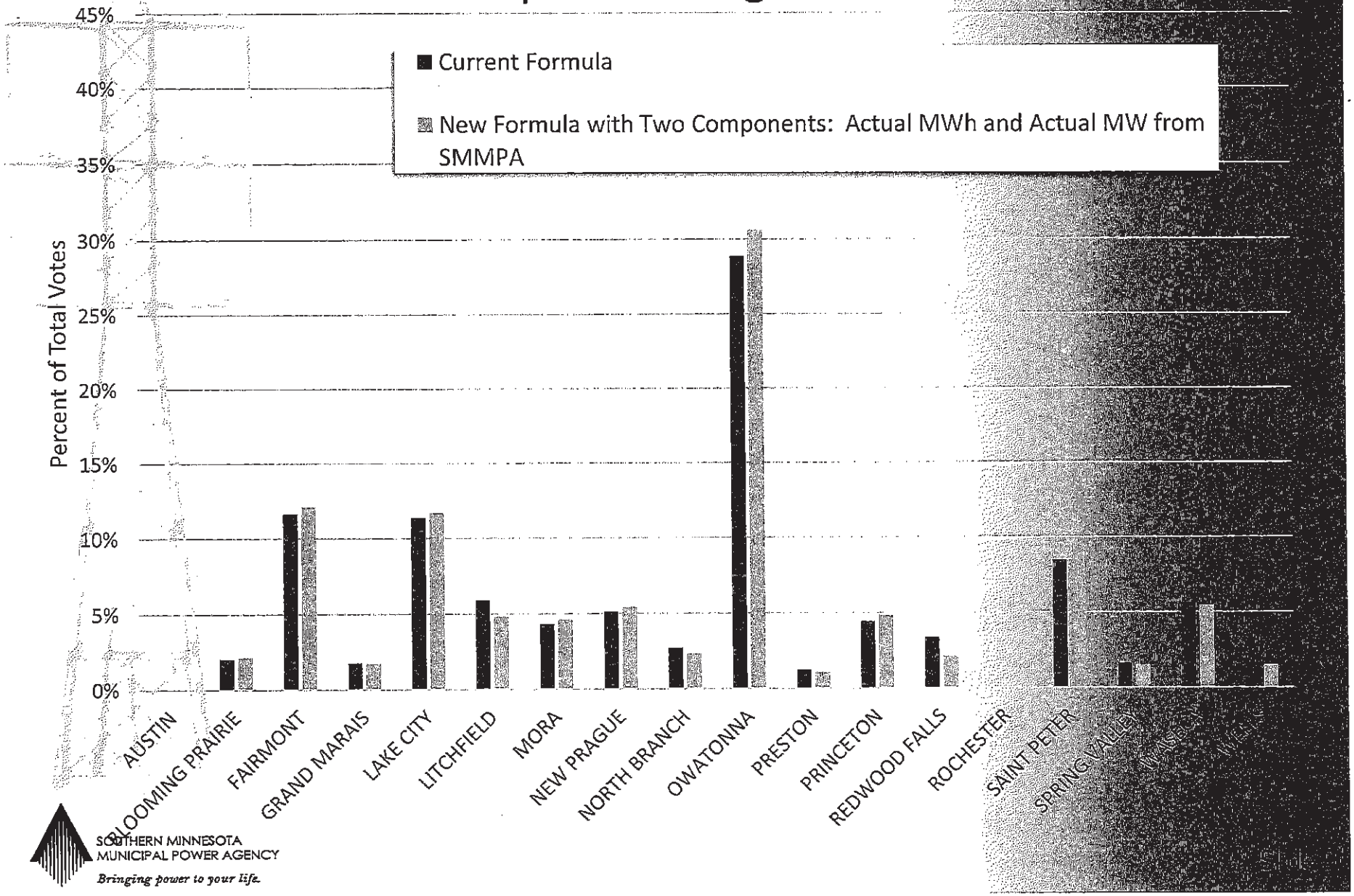
Current and Proposed Weighted Vote Formula



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RESOLUTION 2016-30

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRMONT, MINNESOTA APPROVING THE EXECUTION OF AMENDMENT NO. 1 TO AGENCY AGREEMENT

WHEREAS, the City of Fairmont, Minnesota (the "City"), together with certain other Minnesota cities (collectively, the "Members"), are parties to the Agency Agreement dated April 1, 1977 creating the Southern Minnesota Municipal Power Agency (the "Agency") pursuant to Minnesota Statutes, Section 453.51 through 453.62, inclusive (the "Act"), which agreement is on file with the Secretary of State of Minnesota in Book S-46 of Incorporations on page 300 (the "Agency Agreement");

WHEREAS, the City is a Member of the Agency;

WHEREAS, this Fairmont City Council is the "governing body" of the City within the meaning of the Act (the "Governing Body");

WHEREAS, certain Members, including the City of Fairmont, have power sales contracts with the Agency with a term that remains in effect until April 1, 2050 (the "Continuing Members"), and other Members have power sales contracts with the Agency with a term ending on March 31, 2030 (the "Terminating Requirements Members");

WHEREAS, the Members wish to amend the Agency Agreement to set forth certain amendments to the Agency Agreement to enable Terminating Requirements Members to participate in contractual arrangements with the Agency following the expiration of their power sales contracts, and to provide an opportunity for other Minnesota cities to participate as members of the Agency solely with respect to specific generation, transmission or other projects on a contractual basis rather than on a requirements basis, among other matters;

WHEREAS, there has been prepared and presented to this meeting for approval a proposed form of Amendment No. 1 to the Agency Agreement (the "Amendment") in the form of Exhibit A hereto, with the recommendation resolution for adoption from the Fairmont Public Utilities Commission in the form of Exhibit B hereto;

WHEREAS, the Agency Agreement provides for the amendment thereof upon (a) the approval of two-thirds of all of the Representatives (as defined in the Agency Agreement), each casting one vote, (b) approval by two-thirds of the total number of votes capable of being cast by all of the Representatives, in accordance with the weighted formula described in the Agency Agreement and (c) approval and concurrence by Commission Resolutions and City Council Resolutions of two-thirds of all of the Members;

WHEREAS, this Governing Body has carefully considered the amendments to the Agency Agreement reflected in the Amendment, including the changes to the voting and quorum requirements, and the establishment of a project committee; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that,

1. This Governing Body hereby determines that it is in the best interests of the City to enter into the Amendment; and

2. This Governing Body hereby approves the Amendment, in substantially the form provided to this Governing Body, and authorizes the City to enter into the Amendment; and

3. This Governing Body hereby authorizes the Mayor or Mayor Pro-tem and the City Clerk ("Authorized Officers") and the Representative to execute and deliver the Amendment, subject to such changes as the Authorized Officer and the Representative may approve as necessary or desirable, such approval to be conclusively evidenced by the execution and delivery of the Amendment.

Motion by:
Seconded by:
All in Favor:
Opposed:
Abstained:
Absent:

PASSED, APPROVED AND ADOPTED by the Fairmont City Council on this 22nd day of August, 2016.

_____
Wes Clerc, Mayor Pro-tem

ATTEST:

_____
Patricia J. Monsen, City Clerk

Draft
August 4, 2016

AMENDMENT No. 1
to AGENCY AGREEMENT

Amendment No. 1 dated _____, 2016 ("Amendment No. 1") to the Agency Agreement dated April 1, 1977 creating the Southern Minnesota Municipal Power Agency (the "Agency") which agreement is on file with the Secretary of State of Minnesota in Book S-46 of Incorporations on page 300 (the "Original Agency Agreement;" such Original Agency Agreement as amended by this Amendment No. 1 is hereinafter referred to as the "Agency Agreement") between and among CITY OF AUSTIN, a city organized and existing under the laws of the State of Minnesota, CITY OF BLOOMING PRAIRIE, a city organized and existing under the laws of the State of Minnesota, CITY OF FAIRMONT, a city organized and existing under the laws of the State of Minnesota, CITY OF GRAND MARAIS, a city organized and existing under the laws of the State of Minnesota, CITY OF LAKE CITY, a city organized and existing under the laws of the State of Minnesota, CITY OF LITCHFIELD, a city organized and existing under the laws of the State of Minnesota, CITY OF MORA, a city organized and existing under the laws of the State of Minnesota, CITY OF NEW PRAGUE, a city organized and existing under the laws of the State of Minnesota, CITY OF NORTH BRANCH, a city organized and existing under the laws of the State of Minnesota, CITY OF OWATONNA, a city organized and existing under the laws of the State of Minnesota, CITY OF PRESTON, a city organized and existing under the laws of the State of Minnesota, CITY OF PRINCETON, a city organized and existing under the laws of the State of Minnesota, CITY OF REDWOOD FALLS, a city organized and existing under the laws of the State of Minnesota, CITY OF ROCHESTER, a city organized and existing under the laws of the State of Minnesota, CITY OF SAINT PETER, a city organized and existing under the laws of the State of Minnesota, CITY OF SPRING VALLEY, a city organized and existing under the laws of the State of Minnesota, CITY OF WASECA, a city organized and existing under the laws of the State of Minnesota, and CITY OF WELLS, a city organized under the laws of the State of Minnesota (herein referred to collectively as the "Cities") and any and all Minnesota cities becoming parties to the Agency Agreement in accordance with its terms after the date hereof (said cities together with the Cities being herein collectively referred to as the "Members"). Capitalized terms not otherwise defined in this Amendment No. 1 shall be as defined in the Original Agency Agreement.

WITNESSETH:

WHEREAS, the Original Agency Agreement created the Agency pursuant to Minnesota Statutes, Section 453.51 through 453.62, inclusive (herein referred to as the "Act," which term includes any amendment thereof); and

WHEREAS, each City is a Member of the Agency and is authorized either by the laws of the State of Minnesota or by its city charter adopted pursuant thereto to engage in the local distribution and sale of electric energy; and

WHEREAS, the Original Agency Agreement provides for the amendment thereof with the effectiveness of any amendment subject to certain conditions set forth in Section 9(L) of the Original Agency Agreement; and

WHEREAS, this Amendment No. 1 has been (a) approved by two-thirds of all of the Representatives, each casting one vote, (b) approved by the two-thirds of the total number of votes capable of being cast by all of the Representatives, in accordance with the weighted voting

formula described in Section 9(C) of the Original Agency Agreement, (c) approved and concurred in by Commission Resolutions and City Council Resolutions of two-thirds of all of the Members and (d) upon the filing with the Secretary of State as required by the Act of a certified copy of each such Resolution and this Amendment No. 1, this Amendment No. 1 shall be effective.

NOW, THEREFORE, each of the Cities and each of the Minnesota cities becoming a Member of the Agency after the date hereof, does hereby covenant and agree, each in consideration of the foregoing and in consideration of the covenants and agreements of the other; as follows:

Section 1. Purpose of Amendment No. 1. All of the Members of the Agency on the date hereof (except for the Cities of Austin and Rochester) have power sales contracts with the Agency with a term that remains in effect until April 1, 2050 (the "Continuing Members"). The Cities of Austin and Rochester (the "Terminating Requirements Members") have power sales contracts with an initial term ending on March 31, 2030 (the "Initial PSC Termination Date"). The Continuing Members, together with, prior to the Initial PSC Termination Date, the Terminating Requirements Members, are referred to herein as the "Requirements Members." The Terminating Requirements Members may wish to remain Members of the Agency after the Initial PSC Termination Date and participate in contractual arrangements with the Agency other than on the basis of the contractual arrangements between the Agency and the Requirements Members. The Agency also wishes to plan for its future needs and may determine that it is beneficial for the Agency and its Members for the Agency to participate in such contractual arrangements with the Terminating Requirements Members which relate to interests in a specified project rather than on a requirements basis. In addition, it may be beneficial to the Agency and its Members and Minnesota cities becoming Members after the date hereof to offer contractual arrangements with such future Members which relate to interests in a specified project rather than on a requirements basis (the "Future Project Members" or the "Project Members;" and, on and after the Initial PSC Termination Date, together with the Terminating Requirements Members participating in Projects, the "Project Members"). Prior to entering into any such contractual arrangements, the Board of Directors of the Agency shall designate such property or interest therein or capacity thereof as a "Project" (the "Project") for purposes of this Amendment No. 1. This Amendment No. 1 shall be effective upon its filing with the Secretary of State as required by the Act together with a certified copy of the resolutions referred to in the last "WHEREAS" clause hereof. However, certain provisions of this Amendment No. 1 may not take effect until the occurrence of certain events as specified in this Amendment No. 1. In addition, certain provisions herein may not take effect until the Initial PSC Termination Date.

Section 2. Matters Requiring Members' Approval. A. On and after any Member becomes a Project Member, Requirements Members shall be entitled to vote as a Representative on the matters requiring approval by the Representatives pursuant to Section 9(B) of the Original Agency Agreement except as otherwise set forth in this Section 2.

B. On and after any Member becomes a Project Member, Project Members shall be entitled to vote as a Representative on matters requiring approval by the Representatives pursuant to clauses (5), (6), (7) and (8) of Section 9(B) of the Original Agency Agreement. On and after any Member becomes a Project Member, as to matters requiring approval of the Representatives pursuant to clauses (2), (3) and (4) of Section 9(B) of the Original Agency Agreement, Project Members shall be entitled to vote as a Representative on such matters

requiring approval by the Representatives if such vote is in connection with a Project in which a Project Member has a pecuniary interest and matters relating to a Project shall be approved by the majority of the votes cast by the Representatives with each Representative entitled to one vote. On and after any Member becomes a Project Member, decisions relating to the issuance of bonds or notes of the Agency relating to a Project shall be determined on the Project Committee level subject to ratification by the Board of Directors.

C. On and after any Member becomes a Project Member, no Project Member shall be counted as a Representative for purposes of a quorum with respect to any of the matters enumerated in this Section 2 other than with respect to those matters for which Project Members shall be entitled to vote as a Representative pursuant to clause B of this Section 2 and no Project Member shall be liable for any indebtedness incurred, assessments made and/or any other pecuniary liability in connection with any such matters other than with respect to pecuniary matters relating to the Project or Projects in which it participates.

D. On and after any Member becomes a Project Member, no Project Member shall be allocated a weighted vote pursuant to Section 9(C) of the Agency Agreement.

E. On and after the Initial PSC Termination Date, Members shall consist of either Project Members or Requirements Members.

Section 3. <u>Committee Governing Actions Relating to Projects</u>. A. On and after the effective date of this Amendment No. 1, the Agency's participation in a Project shall be administered by a Project Committee which shall be established by the Board of Directors or pursuant to contractual arrangements relating to a particular Project. Such matters shall include, but not be limited to the following and are subject to the provisions of Section 9(B) of the Agency Agreement:

(1) the issuance of bonds or notes of the Agency secured by the revenues and funds from such Project;

(2) the execution by the Agency of any contract relating to such Project (other than contractual arrangements between the Agency and such Project Members relating to the applicable Project); and

(3) representation on any committees relating to joint ownership of the Project.

The Project Committee's actions shall be of no effect until ratified by the Board of Directors.

B. Unless otherwise specifically stated in the contractual arrangements relating to a particular Project, a Project Committee shall consist of representatives of each of the Project Members participating in such Project and one representative for the Requirements Members. For purposes of clarity, for all purposes under this Section 3, prior to the Initial PSC Termination Date, the Terminating Requirements Members shall be included within the category of Requirements Members and, after the Initial PSC Termination Date, each Terminating Requirements Member participating in a Project shall for all purposes be an individual Project Member. The representative of the Requirements Members shall be selected by a majority vote

of the Member Representatives of such Requirements Members with each Member Representative entitled to one vote. Each Project Committee shall meet as necessary to discuss matters relating to the applicable Project. Unless otherwise specifically stated in the contractual arrangements relating to a particular Project, a quorum exists at any meeting of a Project Committee when a majority of the members of the Project Committee are present and one of such members is the representative of the Requirements Members. Unless otherwise specifically stated in the contractual arrangements relating to a particular project, if a quorum exists, a majority vote of the members of the Project Committee present and comprising the quorum, each exercising the number of votes allotted to such member in accordance with clause C below, shall be necessary to take any action.

C. Unless otherwise specifically stated in the contractual arrangements relating to a particular Project, the number of votes that can be exercised by the members of the Project Committee shall be calculated as set forth in this clause C. The members of each Project Committee shall have an aggregate total amount of 100 votes. The allocation of such votes shall be based on percentage shares of the participants in the Project (as represented by the project percentages contained in the contractual arrangements between the Agency and the participants in such Project). For purposes of the foregoing, the Agency's percentage share in a Project shall be the percentage share of the Requirements Members. After the Initial PSC Termination Date, the Terminating Requirements Members shall each have its allocation of votes based on its percentage share of the Project and the Terminating Requirements Members shall each be a Project Member. Voting with respect to representatives of Project Members on the Project Committee shall be based on the total percentage shares of all Project Members in the Project. The number of votes on the Project Committee for each Project Member who is a member of the Project Committee shall be a number representing such Project Member's percentage share in the applicable Project calculated with respect to the aggregate total amount of 100 votes (by way of example, a 36.2% share in the applicable Project shall equal 36.2 votes out of the aggregate total of 100 votes). The total number of votes of the Requirements Members shall be a number equal to the total percentage share of the Agency in such Project calculated in the same manner as votes for each Project Member and shall be exercised by the representative of the Requirements Members on the Project Committee. Prior to any vote of representatives on the Project Committee on matters in connection with item (1) of clause A of this Section 3, the Requirements Members shall direct their representative on the Project Committee to cast the total number of votes of the Requirements Members on such matter or matters based on the results of a weighted vote on the question cast by the Member Representatives of such Requirements Members in accordance with Section 9(C) of the Original Agency Agreement. Any matters subject to such weighted vote shall be approved by a majority of weighted votes cast by the Member Representatives of the Requirements Members present. A quorum for purposes of such actions shall be that number of Member Representatives of Requirements Members which may, by weighted voting, cast a majority of the aggregate amount of votes capable of being cast by all Member Representatives of the Requirements Members.

D. Unless otherwise specified in the contractual arrangements relating to a particular Project, each Project Committee shall elect a chairperson who shall serve as the liaison between the Project Committee and the Agency staff. Unless otherwise specified herein or in the contractual arrangements relating to a particular Project, all procedural matters relating to meetings, notices of meetings, voting by proxy or determinations as to removal or replacement of a member of the Project Committee shall be determined by the applicable Project Committee.

Section 4. Amendments to Original Agency Agreement.

A. Clauses 2 and 3 of Section 9(A) of the Original Agency Agreement are hereby amended to read as follows on and after the Initial PSC Termination Date:

> (2) No such city shall become a Member of the Agency until (a) its admission is approved at an annual or special meeting of the Representatives by the affirmative vote of two-thirds of all Representatives of the then existing Members, each casting one vote, and (b) such city deposits with the Board of Directors or agrees to deposit with the Board of Directors an amount equal to a share of the costs and expenses incurred by the Agency prior to the date of admission of such city as a member of the Agency, as determined by the vote of a majority of the Representatives of the then existing Members, each casting one vote; provided, however, with respect to a Future Project Member such costs and expenses shall include only costs and expenses relating to the Project in which such Future Project Member will participate.
>
> (3) The Board of Directors shall by resolution determine whether admission is approved by the required majority of the Representatives and, if it so determines, shall file certified copies of its resolution and the Commission Resolution and the City Council Resolution with the Secretary of State.

B. The second paragraph of clause 4 of Section 9(A) of the Original Agency Agreement is hereby amended to read as follows on and after any Member becomes a Project Member:

> Any Member may withdraw from the Agency upon the following conditions: (a) the Member or its Representative shall have filed with the Board of Directors and the Secretary of State a certified copy of a Commission Resolution and, if the City is one in which the Commission is not the body charged by law with the general control of the City's governmental affairs, a certified copy of a City Council Resolution expressing its desire to so withdraw, (b) if the Agency, prior to the filing of such Commission Resolution and City Council Resolution, shall have incurred any obligation payable from assessments in accordance with Section 9(I) hereof which obligation matures after the date of such filing, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board of Directors to pay, to the Agency its pro rata portion of such obligation, determined in accordance with Section 9(I) hereof, and (c) (i) if any obligations of the Agency (other than obligations with respect to a Project) shall be outstanding at the time, no Member shall be permitted to withdraw from the Agency, if such withdrawal would reduce the number of Requirements Members remaining in the Municipal Power Agency to less than five (5) and (ii) if any obligations of the Agency

incurred with respect to a Project shall be outstanding at the time, Project Members participating in such Project shall not be permitted to withdraw.

C. The last paragraph of clause 4 of Section 9(A) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

> Any Member which has (a) defaulted under a contract with the Agency, or (b) failed to pay its assessments in accordance with Section 9(I) hereof, may be expelled from the Agency at an annual or special meeting of the Representatives by the affirmative vote of a majority of the Representatives (including the Representative or Representatives of the defaulting Member), each casting one vote. The expulsion of a Member from the Municipal Power Agency shall not affect any obligations under any contract between the expelled Member and the Municipal Power Agency.

D. Section 9(C) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

> (C) Voting. Except as otherwise expressly provided in this Agency Agreement, each action at any meeting of the Representatives shall be taken by a majority of the votes cast on the question by the Representatives present, each exercising a number of votes allocated to the Member he or she represents as follows (referred to herein as a "weighted vote"):
>
> (1) One vote for each full 5,000 megawatt hours of electric energy purchased by the Member from the Agency during the Agency's most recent Fiscal Year, under a full or partial requirements contract; plus
>
> (2) One additional vote for each full megawatt of the peak amount of electric capacity purchased by the Member from the Agency during the Agency's most recent Fiscal Year, under a full or partial requirements contract; provided that
>
> (3) If the votes allocated to any Member pursuant to clauses (1) and (2) would equal or exceed the total number of votes allocated to all other Members, its allocation of votes shall be reduced to one vote less than those allocated to all other Members.
>
> The allocation of votes to each Member shall be made in accordance with the formula outlined above as soon as practicable after the beginning of each Fiscal Year. The allocation shall be made by the Secretary of the Agency based upon a certificate of the Commission of the Member, and such allocation shall be verified by the Board of Directors. Each such allocation shall

remain effective until such time as a new allocation is made for the next Fiscal Year.

In the case of a new Requirements Member or Terminating Requirements Member with a new or modified requirements power sales contract, weighted votes will be determined under clauses (1) and (2) above for the first partial and full year of the new or modified power sales contract based on that Member's load characteristics from the prior year and the energy and capacity amounts expected to be provided by the Agency in that first partial and full year of the new or modified contract.

E. The first sentence of Section 9(E) of the Original Agency Agreement is hereby amended to read as follows on and after any new or existing Member becomes a Project Member:

> Other than as set forth in Amendment No. 1 to the Original Agency Agreement, the powers of the Municipal Power Agency shall be exercised by the Board of Directors in which shall be vested all of the powers conferred on the Municipal Power Agency by the Act and this Agency Agreement other than those powers described in Section 9(B) hereof which shall require the approval of the Representatives.

F. Clause 3 of Section 9(E) of the Original Agency Agreement is hereby amended to add a sentence at the end of the first paragraph of such clause 3 to read as follows on or after any new or existing Member becomes a Project Member:

> At no time shall the four Directors elected by the Representatives consist of more than two Project Members.

G. The second to last paragraph of clause 3 of Section 9(E) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

> Directors who have been elected may be removed for cause at a special meeting of the Representatives called for that purpose by the affirmative vote of two-thirds of the Representatives, each casting one vote.

H. Section 9(H)(3) of the Original Agency Agreement is hereby amended to read as follows on and after any new or existing Member becomes a Project Member:

> If the Municipal Power Agency shall be dissolved after payment of all of its indebtedness, all of its assets shall be distributed to its Members; provided, however, a Project Member shall be entitled only to a distribution of its proportionate share of the assets of the Project or Projects in which it is participating at the time of the dissolution.

I. The second paragraph of Section 9(I) of the Original Agency Agreement is hereby amended to read as follows on and after any new or existing Member becomes a Project Member:

> The Board of Directors shall submit the proposed annual operating budget, together with a proposed schedule as assessment payment dates, to the Representatives at the annual meeting or at a special meeting called for that purpose. Subject to the provisions of Amendment No. 1, the annual operating budget may be adopted by a majority of the votes cast by the Representatives at such meeting, including any adjourned session thereof. Upon approval of the annual operating budget, the net amount of estimated expenditures therein in excess of the estimated revenues therein shall be deemed assessed against the Members. The amount assessed against each Member shall be in the same proportion as the Member's weighted vote bears to the aggregate amount of votes capable of being cast by all Members. For such purposes, prior to the Initial PSC Termination Date, the Terminating Requirements Members shall be included in the weighted vote and the Terminating Requirements Members shall be assessed as Members as described in the foregoing sentence. Project Members shall be entitled to vote as Representatives on the annual operating budget to the extent permitted pursuant to clause B of Section 2 of Amendment No. 1. Assessments in connection with a particular Project shall be based on the percentage share of a Project participant in a particular Project calculated as set forth in clause C of Section 3 of Amendment No. 1. Upon the approval of the annual operating budget by the Representatives, the amount assessed against each Member shall become an obligation of the Member, enforceable, except as otherwise provided in this Section 9, as a contract right of the Agency. Such assessments shall be paid in accordance with the schedule prepared by the Board of Directors and submitted to the Representatives for their approval with the annual operating budget.

J. The first paragraph of Section 9(J) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

> With respect to voting involving both Project Members and Requirements Members, a quorum for a meeting of the Representatives shall consist of a majority of the total number of Representatives. With respect to voting involving only Requirements Members, a quorum for a meeting of the Representatives is (i) a majority of the total number of Representatives of Requirements Members, and (ii) that number of Representatives of Requirements Members which may, by weighted voting, cast a majority of the aggregate amount of votes

capable of being cast by all Representatives of Requirements Members.

K. Section 9(L) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

> This Agency Agreement may only be amended at a regular or special meeting of the Representatives for which notice stating the purpose shall be given to each Representative and any such amendment shall only become effective when (i) approved by two-thirds of all of the Representatives, each casting one vote, (ii) approved and concurred in by Commission Resolutions and City Council Resolutions of two-thirds of all of the Members, and (iii) when such amendment, together with certified copies of such Commission Resolutions and such City Council Resolutions are filed with the Secretary of State.
>
> The Bylaws may only be amended by the affirmative vote of two-thirds of the Representatives present and voting at an annual or special meeting.

L. Section 9(M) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

> This Agency Agreement may be terminated by the vote of two-thirds of the Representatives, each casting one vote, at a regular meeting or a meeting specially called for that purpose, but not until after all debts of the Municipal Power Agency have been paid; and only upon the approval of same by two-thirds of the Members, as evidenced by Commission Resolutions and City Council Resolutions filed with the Board of Directors. Thereafter, the Board of Directors shall liquidate the business of the Municipal Power Agency as expeditiously as possible, distribute the net proceeds to the Members in the ratio that the total assessments made against each of them bears to the sum of the total assessments made against all of them, and file notice of such termination, together which such Commission Resolutions and City Council Resolutions, with the Secretary of State.

Section 5. <u>Counterparts</u>. Amendment No. 1 may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute Amendment No. 1 by signing any such counterpart.

IN WITNESS WHEREOF, the CITY OF AUSTIN, the CITY OF BLOOMING PRAIRIE, the CITY OF FAIRMONT, the CITY OF GRAND MARAIS, the CITY OF LAKE CITY, the CITY OF LITCHFIELD, the CITY OF MORA, the CITY OF NEW PRAGUE, the CITY OF NORTH BRANCH, the CITY OF OWATONNA, the CITY OF PRESTON, the CITY OF PRINCETON, the CITY OF REDWOOD FALLS, the CITY OF ROCHESTER, the CITY OF SAINT PETER, the CITY OF SPRING VALLEY, the CITY OF WASECA, and the CITY OF WELLS, have each caused this AMENDMENT NO. 1 to be executed and attested by a duly authorized officer, have each caused to be attached hereto the certified Resolution of its governing body, and the certified Resolution of its city council (or other body which is charged by law or its charter with the general control of such City's governmental affairs), and have caused this AMENDMENT NO. 1 to be filed with the Secretary of State of Minnesota, all as of the day and year first written above.

CITY OF AUSTIN

By_____
Mayor

By_____
President of Austin Utilities

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF BLOOMING PRAIRIE

By_____
Mayor

By_____
Chairman of Public Utilities Commission

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF FAIRMONT

By _____
Mayor

By _____
Chairman of Public Utilities Commission

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF GRAND MARAIS

By_____
Mayor

By_____
[_____]

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF LAKE CITY

By_____
Mayor

By_____
Chairman of Utilities Board

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF LITCHFIELD

By_____
Mayor

By_____
[_____]

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF MORA

By_____
Mayor

By_____
[_____]

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF NEW PRAGUE

By_____
Mayor

By_____
Chairman of Water, Light, Power
and Building Commission

By_____
Representative

(Seal)
Attest:

By:_____
City Administrator

CITY OF NORTH BRANCH

By_____
Mayor

By_____
[_____]

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF OWATONNA

By _____
Mayor

By_____
President of Public Utilities Commission

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk-Treasurer

CITY OF PRESTON

By_____
Mayor

By_____
[_____]

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF PRINCETON

By_____
Mayor

By_____
[_____]

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF REDWOOD FALLS

By_____
Mayor

By_____
President of Public Utilities Commission

By_____
Representative

(Seal)
Attest:
By:_____
City Administrator-Clerk

CITY OF ROCHESTER

By_____
Mayor

By_____
President of Public Utilities Board

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF SAINT PETER

By_____
Mayor

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF SPRING VALLEY

By_____
Mayor

By_____
President of Public Utilities Commission

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF WASECA

By_____
Mayor

By_____
City Manager

By_____
Representative

(Seal)
Attest:
By:_____
City Clerk

CITY OF WELLS

By_____
Mayor

By_____
Chairman of Public Utilities Commission

By_____
Representative

(Seal)
Attest:
By:_____
Deputy City Clerk

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 14.2

MEETING DATE: August 22, 2016

SUBJECT: Board and Commission Appointment

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board	X	Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON: None

TYPE OF ACTION:

X	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

	City Staff		Board		Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: The Mayor Pro-tem is seeking approval to appoint Daron Johnson to the Police Commission.

MOTION 1: To approve the appointment of Daron Johnson to the Police Commission.

VOTE REQUIRED: Simple majority.

ATTACHMENTS:

1._____

2._____

3._____

****

Council Action:_____Date:_____

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 14.3

MEETING DATE: August 22, 2016

SUBJECT: Dutch Creek Outlet

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

X	Petition		Board		Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

X	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

X	City Staff		Board		Commission		Committee

	Issuance		Approval	X	Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: Members of The Lakes Foundation Board approached city staff to ask if the sediment at the mouth of Dutch Creek could be dredged/ dug out to allow the free flow of water out of the creek. Members are concerned that the creek is backing up causing water to become stagnant and then become contaminated with nutrients and E coli.

MOTION: To authorize city staff to gather preliminary information to determine scope and size of the project.

VOTE REQUIRED: Simple majority

ATTACHMENTS:
1. Memo from Mike Humpal, City Administrator
2._____
3._____

****

Council Action:_____Date:_____

FAIRMONT

Memo

To: City Council

From: Mike Humpal, CEcD, City Administrator

Date: August 15, 2016

Re: **Dutch Creek Outlet**

City staff met with five Fairmont Lakes Foundation members, a County Commissioner, representatives from the Martin Soil and Water Conservation District and the DNR on August 11th to coordinate a project to dig out "dredge" sediment from in front of the outlet from Dutch Creek into Hall Lake. Lakes Foundation members are concerned that the creek is backing up causing water to become stagnant and to become contaminated with nutrients and E.coli; tests have determined that E.coli levels of 500-600 are present which are above EPA limits.

The first step would be for City Engineering staff to determine lake bottom elevations at various locations in the stacked up lake sediment at the mouth of Dutch Creek and also probe the depth of the sediment to give staff an idea of the quantity of material to be removed. The thought would be to dig a channel from the mouth of the creek out beyond the sediment area.

The second step would be for the City Engineering staff to draw up a couple cross sections of Dutch Creek out into the lakes through the sediment area. Once the amount of muck and sand was determined City staff would evaluate a City-owned piece of land where the material could be dumped.

The third step would be to work with local excavation companies to determine the cost of removal and hauling.

Once those three steps are completed City staff would bring that information back to the City Council to approve funding the project and authorizing staff to complete a plan and application to the DNR for a dredge permit.

The first three steps will be a minimal amount of money; basically staff time. There has been a lot of discussion over the past several years about doing something that would remove this sediment and allow Dutch Creek to flow unrestricted. Creating a plan at minimal cost will give the Council and citizens an idea of the cost and complexity of completing the project. Staff recommends that we move forward to collect necessary data to create a plan to determine cost and scope of the project.

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 14.4

MEETING DATE: August 22, 2016

SUBJECT: E-Charging Joint Powers Agreement, Resolution 2016-33

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board	X	Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Patty Monsen, City Clerk

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

	Motion (Voice Vote)	X	Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

X	City Staff		Board		Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: The attached Agreements allow the City of Fairmont through the City Attorney's office and the police department engage in electronic charging of criminal complaints. As the State of Minnesota's court system is moving to a paper free process all court interactions have to be done electronically. With the signing of these documents (the third set of agreements with the State) the City will be fully connected to the court system for the foreseeable future.

MOTION: To adopt Resolution 2016-33 approving the State of Minnesota Joint Powers Agreements for E-Charging.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Resolution 2016-33
2. State of Minnesota Joint Powers Agreement Authorized Agency
3. Court Data Services Subscriber Amendment to CJDN Subscriber Agreement

****

Council Action:_____ Date:_____

RESOLUTION NO. 2016-33

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF FAIRMONT ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Fairmont on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairmont, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Fairmont on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Chief of Police, Greg Brolsma, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Lieutenant Del Ellis, is appointed as the Authorized Representative's designee.

3. That the City Attorney, Elizabeth W. Bloomquist, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Patricia J. Monsen, City Clerk, is appointed as the Authorized Representative's designee.

4. That _____-, the Mayor for the City of Fairmont, and Patricia J. Monsen, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 22nd day of August, 2016.

CITY OF FAIRMONT

_____

By:
Its Mayor

ATTEST:_____
By: Patricia J. Monsen
Its City Clerk

SWIFT Contract # 110433
MN046011A

STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Fairmont on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 ***Effective date*:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 ***Expiration date*:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.
The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://app.dps.mn.gov/cjdn.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.**9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent annually for the amount of One Hundred Eighty Dollars ($180.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Elizabeth Bloomquist, City Attorney, 100 Downtown Plaza, Fairmont, MN 56031, (507) 238-9461, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 ***Assignment.*** Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 ***Amendments.*** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 ***Waiver.*** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 ***Contract Complete.*** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue
Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination
11.1 ***Termination.*** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 ***Termination for Insufficient Funding.*** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations
The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government

Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Fairmont on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 110433, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. "**Court Records**" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. "**Court Case Information**" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "**Court Confidential Case Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "**Court Confidential Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.

e. "**Policies & Notices**" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "**Rules of Public Access**" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "**Court**" shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. "**Subscriber Records**" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation**. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services**. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 15.1

MEETING DATE: August 22, 2016

SUBJECT: Accounts Payable

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board	X	Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Paul Hoye, Finance Director

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

X	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

X	City Staff		Board		Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: The bills for the month of August, 2016 are attached for Council approval.

MOTION: To approve payment of the August, 2016 bills.

VOTE REQUIRED:

ATTACHMENTS:

1. Bills
2.
3

****

Council Action:_____Date:_____

Accounts Payable
Check Approval List - City Council

From: 07/21/2016 To: 07/21/2016

Vendor	Department		Description	Amount	Check Number	Check Date
League Of Mn Cities Ins Trust						
League Of Mn Cities Ins Trust	Property/Liability Insurance		Municipality 2nd Quarter payment Policy# CMC38604	49,765.50	128460	07/21/2016
		Total for	**League Of Mn Cities Ins Trust**	**49,765.50**		
				49,765.50		

86.

Accounts Payable
Check Approval List - City Council

From: 07/27/2016 To: 08/23/2016

FAIRMONT

Vendor	Department		Description	Amount	Check Number	Check Date
A T & T						
A T & T	Library		Long Distance Telephone July 2016-Library	30.94	0	08/23/2016
		Total for	**A T & T**	**30.94**		
A.H. Hermel Company						
A.H. Hermel Company	Aquatic Park		Food for Resale-Aquatic Park	260.47	128723	08/12/2016
A.H. Hermel Company	Aquatic Park		Food for Resale-Aquatic Park	315.40	128723	08/12/2016
A.H. Hermel Company	Aquatic Park		Food for Resale-Aquatic Park	-5.27	128723	08/12/2016
A.H. Hermel Company	Aquatic Park		Food for Resale-Aquatic Park	589.33	128575	08/04/2016
A.H. Hermel Company	Aquatic Park		Food for Resale-Aquatic park	367.94	128471	07/29/2016
A.H. Hermel Company	Aquatic Park		Food for Resale-Aquatic park	329.00	128471	07/29/2016
A.H. Hermel Company	Liquor Store		Supplies-Liquor Store	77.43	128556	08/04/2016
A.H. Hermel Company	Liquor Store		Supplies-Liquor Store	104.13	128556	08/04/2016
A.H. Hermel Company	Liquor - Mdse for Resale		Pop/Mix	115.06	128556	08/04/2016
A.H. Hermel Company	Liquor - Mdse for Resale		Misc merchandise for resale-Liquor Store	18.05	128556	08/04/2016
A.H. Hermel Company	Liquor - Mdse for Resale		Pop/Mix	123.97	128556	08/04/2016
A.H. Hermel Company	Liquor - Mdse for Resale		Misc Merchandise forResale-Liquor Store	8.48	128556	08/04/2016
A.H. Hermel Company	Liquor - Mdse for Resale		Freight	3.95	128556	08/04/2016
A.H. Hermel Company	Liquor Store		Supplies-Liquor Store	83.37	128556	08/04/2016
A.H. Hermel Company	Aquatic Park		Food for Resale-Aquatic park	-16.70	128471	07/29/2016
A.H. Hermel Company	Aquatic Park		Food for Resale-Aquatic park	1,199.51	128471	07/29/2016
A.H. Hermel Company	Liquor - Mdse for Resale		Pop/Mix	111.96	128556	08/04/2016
A.H. Hermel Company	Liquor - Mdse for Resale		Misc Merchandise for Resale-Liquor Store	28.64	128556	08/04/2016
A.H. Hermel Company	Liquor - Mdse for Resale		Freight	3.95	128556	08/04/2016
A.H. Hermel Company	Liquor - Mdse for Resale		Freight	3.95	128556	08/04/2016
		Total for	**A.H. Hermel Company**	**3,722.62**		
AAA Striping Service Co						
AAA Striping Service Co	Paved Streets		Striping Paint-Street Dept	7,737.66	128786	08/17/2016
		Total for	**AAA Striping Service Co**	**7,737.66**		
Abdo, Eick & Meyers, LLP						
Abdo, Eick & Meyers, LLP	Other General Gov't		Short Paid Audit Invoice	25.00	128684	08/10/2016
		Total for	**Abdo, Eick & Meyers, LLP**	**25.00**		
Alpha Wireless Communications						
Alpha Wireless Communications Co.	Crime Control & Investigation		Radio Repair HEAT Tactical Team	92.00	128576	08/04/2016
		Total for	**Alpha Wireless Communications**	**92.00**		
American Pest Control						
American Pest Control	Aquatic Park		Aug 2016 Pest control-Aquatic Park	46.00	128577	08/04/2016
American Pest Control	Airport		Aug 2016 Pest control-Airport	56.00	128577	08/04/2016
		Total for	**American Pest Control**	**102.00**		
AmeriPride Services Inc.						
AmeriPride Services Inc.	Paved Streets		Cleaning Supplies-Street Dept	123.04	0	08/23/2016
AmeriPride Services Inc.	Parks		Cleaning Supplies-Park Dept	43.74	0	08/23/2016
AmeriPride Services Inc.	Central Garage		Launder uniforms for Mechanics	23.85	0	08/23/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
AmeriPride Services Inc.	Central Garage		Launder Mechanics Uniforms	23.85	128472	07/29/2016
AmeriPride Services Inc.	Central Garage		Launder uniforms for Mechanics	23.85	128578	08/04/2016
AmeriPride Services Inc.	Central Garage		Launder uniforms for Mechanics	23.85	128724	08/12/2016
		Total for	**AmeriPride Services Inc.**	**262.18**		
Anderson						
Anderson	Storm Sewer Mnt		Repair of Storm Damage	33.82	128787	08/17/2016
		Total for	**Anderson**	**33.82**		
Arctic Glacier USA, Inc.						
Arctic Glacier USA, Inc.	Liquor - Mdse for Resale		Ice	99.84	128557	08/04/2016
Arctic Glacier USA, Inc.	Liquor - Mdse for Resale		Ice	77.44	128557	08/04/2016
Arctic Glacier USA, Inc.	Liquor - Mdse for Resale		Ice	58.28	128557	08/04/2016
Arctic Glacier USA, Inc.	Liquor - Mdse for Resale		Ice	180.46	128557	08/04/2016
Arctic Glacier USA, Inc.	Liquor - Mdse for Resale		Ice	250.72	128557	08/04/2016
Arctic Glacier USA, Inc.	Liquor - Mdse for Resale		Ice	78.26	128557	08/04/2016
Arctic Glacier USA, Inc.	Liquor - Mdse for Resale		Ice	152.24	128557	08/04/2016
		Total for	**Arctic Glacier USA, Inc.**	**897.24**		
Arneson Distributing Company						
Arneson Distributing Company	Liquor - Mdse for Resale		Beer	1,135.40	128788	08/17/2016
Arneson Distributing Company	Liquor - Mdse for Resale		Beer	489.00	128558	08/04/2016
Arneson Distributing Company	Liquor - Mdse for Resale		Pop/Mix	248.00	128558	08/04/2016
		Total for	**Arneson Distributing Company**	**1,872.40**		
Arnold's of No. Mankato						
Arnold's of No. Mankato	Parks		Fuel Solenoid-Park Dept	169.22	128789	08/17/2016
Arnold's of No. Mankato	Parks		Front Wheel Deck-Park Dept	135.98	128579	08/04/2016
		Total for	**Arnold's of No. Mankato**	**305.20**		
Ascent Aviation Group, Inc.						
Ascent Aviation Group, Inc.	Airport		100LL Aviation Gasoline 8000 Gross Gallons-Airport	28,474.17	128473	07/29/2016
Ascent Aviation Group, Inc.	Airport		8000 Gross Gallons 100LL Aviation Gasoline	28,154.17	128580	08/04/2016
		Total for	**Ascent Aviation Group, Inc.**	**56,628.34**		
Association of Training Officers o						
Association of Training Officers of MN	Crime Control & Investigation		FTO Basic Certification-Craig Fowler Dec 5-9,2016	500.00	128474	07/29/2016
Association of Training Officers of MN	Crime Control & Investigation		FTO Basic Certification-Michael Beletti Dec 5-9,2016	500.00	128474	07/29/2016
		Total for	**Association of Training Officers o**	**1,000.00**		
Atzenhoefer, Bob						
Atzenhoefer, Bob	Fire Fighting		South Central Fire Dept Mtg	55.02	0	07/29/2016
Atzenhoefer, Bob	Fire Fighting		Stethscope for Ditch Kit-Fire Dept	13.57	0	07/29/2016
		Total for	**Atzenhoefer, Bob**	**68.59**		
Bank Midwest						
Bank Midwest	Debt Service		Tax Increment TIF #22	50,334.93	128581	08/04/2016
		Total for	**Bank Midwest**	**50,334.93**		
Barco Municipal Products, Inc.						
Barco Municipal Products, Inc.	Paved Streets		Caution Tape-Street Dept	90.35	0	08/23/2016
		Total for	**Barco Municipal Products, Inc.**	**90.35**		

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Vendor	Department		Description	Amount	Check Number	Check Date
Barta						
Barta	Non-departmental		Refund Check	0.14	128623	08/04/2016
Barta	Non-departmental		Refund Check	0.07	128623	08/04/2016
Barta	Non-departmental		Refund Check	0.21	128623	08/04/2016
Barta	Non-departmental		Refund Check	0.01	128623	08/04/2016
		Total for	**Barta**	**0.43**		
Bass						
Bass	Crime Control & Investigation		Reimburse for Safety Lens	122.38	0	08/04/2016
		Total for	**Bass**	**122.38**		
Bauer Built Tire						
Bauer Built Tire	Parks		Tires & Lawn & Garden Box Tubes-Park Dept	77.65	128582	08/04/2016
		Total for	**Bauer Built Tire**	**77.65**		
Bellboy Corporation						
Bellboy Corporation	Liquor - Mdse for Resale		Misc merchandise for resale-Liquor Store	27.70	128559	08/04/2016
Bellboy Corporation	Liquor - Mdse for Resale		Freight	2.63	128559	08/04/2016
Bellboy Corporation	Liquor - Mdse for Resale		Liquor	237.95	128559	08/04/2016
Bellboy Corporation	Liquor - Mdse for Resale		Freight	6.00	128559	08/04/2016
Bellboy Corporation	Liquor - Mdse for Resale		Wine	206.00	128559	08/04/2016
Bellboy Corporation	Liquor - Mdse for Resale		Freight	4.00	128559	08/04/2016
Bellboy Corporation	Liquor - Mdse for Resale		Freight	-2.00	128559	08/04/2016
Bellboy Corporation	Liquor - Mdse for Resale		Wine	-210.00	128559	08/04/2016
		Total for	**Bellboy Corporation**	**272.28**		
Bernatello's Pizza, Inc.						
Bernatello's Pizza, Inc.	Aquatic Park		Pizza-Aquatic Park	135.00	128725	08/12/2016
Bernatello's Pizza, Inc.	Aquatic Park		Pizzas-Aquatic Park	202.50	128475	07/29/2016
		Total for	**Bernatello's Pizza, Inc.**	**337.50**		
Bevcomm Inc						
Bevcomm Inc	City Manager		Monthly Long Distance Aug 2016	10.78	128583	08/04/2016
Bevcomm Inc	Director of Finance		Monthly Long Distance Aug 2016	10.76	128583	08/04/2016
Bevcomm Inc	City Attorney		Monthly Long Distance Aug 2016	5.87	128583	08/04/2016
Bevcomm Inc	Fire Fighting		Monthly Long Distance Aug 2016	1.08	128583	08/04/2016
Bevcomm Inc	Building Inspection		Monthly Long Distance Aug 2016	10.54	128583	08/04/2016
Bevcomm Inc	Animal Control		Monthly Long Distance Aug 2016	23.89	128583	08/04/2016
Bevcomm Inc	Airport		Monthly Long Distance Aug 2016	3.24	128583	08/04/2016
Bevcomm Inc	Data Processing		Contracted Computer Support	3,885.00	128583	08/04/2016
Bevcomm Inc	Data Processing		Choicescan Email Filter Aug 2016	57.80	128726	08/12/2016
Bevcomm Inc	Data Processing		Backup Data Recovery Server Aug 2016	100.00	128726	08/12/2016
Bevcomm Inc	Data Processing		Recurring Microsoft Office 365 ProPlus Aug 2016	132.60	128726	08/12/2016
Bevcomm Inc	Paved Streets		Monthly Long Distance Aug 2016	2.70	128583	08/04/2016
Bevcomm Inc	Engineering		Monthly Long Distance Aug 2016	1.32	128583	08/04/2016
Bevcomm Inc	Aquatic Park		Monthly Long Distance Aug 2016	5.75	128583	08/04/2016
Bevcomm Inc	Parks		Monthly Long Distance Aug 2016	2.32	128583	08/04/2016
Bevcomm Inc	Economic Development		Monthly Long Distance Aug 2016	15.63	128583	08/04/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
Bevcomm Inc	Liquor Store		Monthly Long Distance Aug 2016	1.46	128583	08/04/2016
		Total for	**Bevcomm Inc**	**4,270.74**		
Bob's Biffys LLC						
Bob's Biffys LLC	Parks		2 Portable Restroom Rentals-Park Dept	136.00	128727	08/12/2016
Bob's Biffys LLC	Airport		Portable Restroom Rental-Airport	175.00	128727	08/12/2016
		Total for	**Bob's Biffys LLC**	**311.00**		
Bolton & Menk, Inc.						
Bolton & Menk, Inc.	Paved Streets		Margaret St Reconstruction	4,737.50	0	08/23/2016
Bolton & Menk, Inc.	Engineering		General Engineering Project # F13.102894	580.00	0	08/23/2016
Bolton & Menk, Inc.	Engineering		Prairie Ave Lot Layout	1,241.00	0	08/23/2016
Bolton & Menk, Inc.	Engineering		I 90 Trail Connection	2,576.50	0	08/23/2016
		Total for	**Bolton & Menk, Inc.**	**9,135.00**		
Borgert Products, Inc.						
Borgert Products, Inc.	Paved Streets		Paver Bricks Downtown Plaza Repair	2,586.54	0	08/23/2016
		Total for	**Borgert Products, Inc.**	**2,586.54**		
Boyer Ford Trucks, Inc.						
Boyer Ford Trucks, Inc.	Road & Bridge Equipment		Dash-Lower Left Street Dept	86.73	128728	08/12/2016
Boyer Ford Trucks, Inc.	Storm Sewer Mnt		Arm Rest Pad-Storm Sewer Dept	144.06	128476	07/29/2016
Boyer Ford Trucks, Inc.	Storm Sewer Mnt		Door handle-Storm Sewer Dept	46.04	128476	07/29/2016
		Total for	**Boyer Ford Trucks, Inc.**	**276.83**		
Breakthru Beverage						
Breakthru Beverage	Liquor - Mdse for Resale		Liquor	-131.42	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	21.28	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	1.85	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Wine	128.00	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Pop/Mix	28.59	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	1.85	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Liquor	1,100.79	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	18.43	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	51.15	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Wine	129.99	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	4.95	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	26.40	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Wine	1,128.95	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Pop/Mix	66.08	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Liquor	3,372.95	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Wine	908.00	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Liquor	6,940.73	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	3.30	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	1.65	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Pop/Mix	58.00	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Wine	112.00	128560	08/04/2016
Breakthru Beverage	Liquor - Mdse for Resale		Liquor	-15.25	128790	08/17/2016

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FAIRMONT

Vendor	Department		Description	Amount	Check Number	Check Date
Breakthru Beverage	Liquor - Mdse for Resale		Freight	89.11	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Liquor	234.00	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	1.85	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Freight	29.60	128790	08/17/2016
Breakthru Beverage	Liquor - Mdse for Resale		Liquor	1,505.39	128790	08/17/2016
		Total for	**Breakthru Beverage**	**15,818.22**		
Briggs & Morgan, P.A.						
Briggs & Morgan, P.A.	Economic Development		TIF District #26 (Housing)	2,750.00	128791	08/17/2016
		Total for	**Briggs & Morgan, P.A.**	**2,750.00**		
Brolsma						
Brolsma	Aquatic Park		Wax for slides at Aquatic Park	29.33	128729	08/12/2016
Brolsma	Aquatic Park		Birthday party supplies-Aquatic Park	26.72	128477	07/29/2016
		Total for	**Brolsma**	**56.05**		
Bushard						
Bushard	Non-departmental		Refund Check	0.55	128545	08/03/2016
Bushard	Non-departmental		Refund Check	0.28	128545	08/03/2016
Bushard	Non-departmental		Refund Check	0.83	128545	08/03/2016
Bushard	Non-departmental		Refund Check	0.03	128545	08/03/2016
		Total for	**Bushard**	**1.69**		
Cannon						
Cannon	Non-departmental		Refund Check	0.26	128546	08/03/2016
Cannon	Non-departmental		Refund Check	0.13	128546	08/03/2016
Cannon	Non-departmental		Refund Check	0.38	128546	08/03/2016
Cannon	Non-departmental		Refund Check	0.01	128546	08/03/2016
		Total for	**Cannon**	**0.78**		
Cardmember Services						
Cardmember Services	Crime Control & Investigation		Ammo-Police Dept	839.66	128685	08/10/2016
Cardmember Services	Crime Control & Investigation		Lexis Nexis Online Searches, Services & Reports-Police Dept	50.00	128685	08/10/2016
Cardmember Services	Crime Control & Investigation		Drug Testing Kits, Biohazard Stickers & Batteries-Police Dept	425.49	128685	08/10/2016
Cardmember Services	Paved Streets		Cowhide Drivers Gloves-Street Dept	220.00	128685	08/10/2016
Cardmember Services	Aquatic Park		Pricing Sign Display & Pool Supplies	445.47	128685	08/10/2016
Cardmember Services	Aquatic Park		Lifeguard clothing city to be reimbursed by the guards	566.00	128685	08/10/2016
Cardmember Services	Parks		Cowhide Drivers Gloves-Park Dept	220.00	128685	08/10/2016
Cardmember Services	Aquatic Park		Portion Cups-Aquatic Park	62.88	128685	08/10/2016
Cardmember Services	Aquatic Park		Koala Care Replacement Straps-Aquatic park	28.31	128685	08/10/2016
Cardmember Services	Aquatic Park		FA/CPR Certifications-Aquatic Park	765.00	128685	08/10/2016
Cardmember Services	Aquatic Park		B-Day Party Supplies & Candy to be sold on Minion Day-Aquatic	40.87	128685	08/10/2016
Cardmember Services	Aquatic Park		Chest Plate, D-Fib Lungs-Aquatic Park	134.54	128685	08/10/2016
Cardmember Services	Aquatic Park		Chemical Scale-Aquatic Park	16.99	128685	08/10/2016
		Total for	**Cardmember Services**	**3,815.21**		
Carquest Auto Parts Stores						
Carquest Auto Parts Stores	Crime Control & Investigation		Gear Oil & Belts-Police Dept	156.67	128730	08/12/2016
Carquest Auto Parts Stores	Fire Fighting		Fitting, Switch Cover, Fan & Connector-Fire Dept	105.66	128730	08/12/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
Carquest Auto Parts Stores	Building Inspection		Battery-Bldg Inspector	81.06	128730	08/12/2016
Carquest Auto Parts Stores	Road & Bridge Equipment		Hoses & Fuel Lines Made-Street Dept	328.96	128730	08/12/2016
Carquest Auto Parts Stores	Road & Bridge Equipment		2 Farm Truck Batteries-Street Dept	210.36	128730	08/12/2016
Carquest Auto Parts Stores	Parks		Fitting & Belts-Park Dept	20.79	128730	08/12/2016
Carquest Auto Parts Stores	Central Garage		Gasket Maker & Battery-City Shop	94.85	128730	08/12/2016
		Total for	**Carquest Auto Parts Stores**	**998.35**		
Central Farm Service						
Central Farm Service	Road & Bridge Equipment		Chain Bar Oil-Street Dept	31.80	128731	08/12/2016
Central Farm Service	Parks		Chain Bar Oil-Park Dept	31.80	128731	08/12/2016
		Total for	**Central Farm Service**	**63.60**		
City Of Fairmont Petty Cash						
City Of Fairmont Petty Cash	Aquatic Park		Supplies for Events at Aquatic Park	35.86	128478	07/29/2016
City Of Fairmont Petty Cash	Aquatic Park		Birthday party Supplies-Aquatic Park	4.28	128478	07/29/2016
City Of Fairmont Petty Cash	Economic Development		EDA Strategic Planning Lunch-Econ Development	91.81	128478	07/29/2016
		Total for	**City Of Fairmont Petty Cash**	**131.95**		
City Of St. Paul						
City Of St. Paul	Crime Control & Investigation		PDI Training Background Investigations Sanow, Bleess 4/27/16	458.00	0	08/23/2016
		Total for	**City Of St. Paul**	**458.00**		
Cleanrite/Chem Dry						
Cleanrite/Chem Dry	Poetter's Circle		Carpet Cleaning 2600 Poetters Circle & 2613 Poetters Circle	650.00	128479	07/29/2016
		Total for	**Cleanrite/Chem Dry**	**650.00**		
Com-Tec Land Mobile Radio						
Com-Tec Land Mobile Radio	Crime Control & Investigation		Remove Old Equip Squad# 3. Install new Watchguard Equipmer	595.00	0	08/23/2016
Com-Tec Land Mobile Radio	Crime Control & Investigation		Remove Old Equip Squad# 5. Install new Watchguard Equipmen	595.00	0	08/23/2016
Com-Tec Land Mobile Radio	Crime Control & Investigation		Remove Old Equip Squad# 4. Install new Watchguard Equipmen	595.00	0	08/23/2016
		Total for	**Com-Tec Land Mobile Radio**	**1,785.00**		
Continental Research Corporatior						
Continental Research Corporation	Paved Streets		Gravel-Street Dept	1,749.57	128584	08/04/2016
		Total for	**Continental Research Corporatior**	**1,749.57**		
Cress Refrigeration						
Cress Refrigeration	Fire Fighting		Repair to Uni-Washer Fire Dept	118.89	128480	07/29/2016
Cress Refrigeration	Aquatic Park		Repairs to Pool Heater	88.00	128585	08/04/2016
Cress Refrigeration	Liquor Store		Condenser Fan Motor & Labor-Liquor Store	607.60	128480	07/29/2016
Cress Refrigeration	Liquor Store		Refrigeration Unit Repair-Liquor Store	146.44	128561	08/04/2016
		Total for	**Cress Refrigeration**	**960.93**		
Culligan Water of Fairmont						
Culligan Water of Fairmont	Fire Fighting		Water for Fire Dept	63.00	128732	08/12/2016
		Total for	**Culligan Water of Fairmont**	**63.00**		
Cup & Saucer						
Cup & Saucer	Focus on Fairmont		From the Ground Up Event-Project 1590	3,223.96	128733	08/12/2016
		Total for	**Cup & Saucer**	**3,223.96**		
D. Ervasti Sales Co., LLC						
D. Ervasti Sales Co., LLC	Parks		Mound Cover & Distance Banners-Softball Diamonds	733.60	128481	07/29/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
		Total for	**D. Ervasti Sales Co., LLC**	**733.60**		
Dakota Riggers & Tool Supply, Inc						
Dakota Riggers & Tool Supply, Inc.	Central Garage		Chain, Slip hooks & Grab-City Shop	1,055.27	128734	08/12/2016
		Total for	**Dakota Riggers & Tool Supply, Inc**	**1,055.27**		
Dan's Appliance, Inc.						
Dan's Appliance, Inc.	Poetter's Circle		Oven-2606 Poetter Circle & Rack for 2612 Poetter Circle	686.45	128482	07/29/2016
Dan's Appliance, Inc.	Poetter's Circle		Fix Drain Tube Extension on Fridge 2605 Poetter Circle	69.00	128792	08/17/2016
		Total for	**Dan's Appliance, Inc.**	**755.45**		
Dareld's Appliance						
Dareld's Appliance	Aquatic Park		Repairs to Freezer/Fridge-Aquatic Park	135.79	128483	07/29/2016
		Total for	**Dareld's Appliance**	**135.79**		
Dewar Electric						
Dewar Electric	Fire Fighting		Bolt on Breaker-Fire Hall	92.00	128735	08/12/2016
		Total for	**Dewar Electric**	**92.00**		
Diamond Vogel Paints						
Diamond Vogel Paints	Road & Bridge Equipment		Lever for Paint Machine-Street Dept	37.00	128793	08/17/2016
		Total for	**Diamond Vogel Paints**	**37.00**		
Dressen						
Dressen	Aquatic Park		Cleaning Supplies-Aquatic Park	5.34	128686	08/10/2016
		Total for	**Dressen**	**5.34**		
Duderstadt Video Productions						
Duderstadt Video Productions	Mayor & Council		July 2016 City Council Meetings	100.00	128484	07/29/2016
		Total for	**Duderstadt Video Productions**	**100.00**		
Elizabeth Chevrolet, Inc.						
Elizabeth Chevrolet, Inc.	Fire Fighting		Filter Assembly-Fire Dept Rebill to United Township	203.30	128586	08/04/2016
		Total for	**Elizabeth Chevrolet, Inc.**	**203.30**		
Equifax Credit Information						
Equifax Credit Information	City Manager		Invoice Service Fee & Minimum Chg July 2016	35.00	128485	07/29/2016
		Total for	**Equifax Credit Information**	**35.00**		
Eric Anderson Construction						
Eric Anderson Construction	Paved Streets		Concrete Repair-1017 Sioux Ave	2,333.55	128486	07/29/2016
Eric Anderson Construction	Paved Streets		Concrete Repair-1424 N Park	1,637.00	128486	07/29/2016
		Total for	**Eric Anderson Construction**	**3,970.55**		
ESS Brothers & Son's, Inc.						
ESS Brothers & Son's, Inc.	Storm Sewer Mnt		Parts for Storm Sewer	1,286.50	128487	07/29/2016
		Total for	**ESS Brothers & Son's, Inc.**	**1,286.50**		
Fairmont Body Shop Inc.						
Fairmont Body Shop Inc.	Fire Fighting		Parts for Fire Truck-City will rebill United Township	282.87	128736	08/12/2016
		Total for	**Fairmont Body Shop Inc.**	**282.87**		
Fairmont Chamber of Commerce						
Fairmont Chamber of Commerce	Economic Development		Fair Booth-Economic Development	35.00	128737	08/12/2016
Fairmont Chamber of Commerce	Economic Development		2016 Leadership Martin Co Sponsor	500.00	128587	08/04/2016
		Total for	**Fairmont Chamber of Commerce**	**535.00**		

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Vendor	Department		Description	Amount	Check Number	Check Date
Fairmont Convention & Visitors B						
Fairmont Convention & Visitors Bureau	CVB		Hotel tax June 2016 due in July 18,212.72 less 5%	17,302.08	128588	08/04/2016
		Total for	**Fairmont Convention & Visitors B**	**17,302.08**		
Fairmont Ford						
Fairmont Ford	Fire Fighting		Engine Oil-Fire Dept Split W/United Township	97.37	128794	08/17/2016
		Total for	**Fairmont Ford**	**97.37**		
Fairmont Rotary Club						
Fairmont Rotary Club	Director of Finance		July-Sept 2016 Dues Hoye	122.75	128738	08/12/2016
Fairmont Rotary Club	Economic Development		July-Sept 2016 Dues Preuss	122.75	128738	08/12/2016
		Total for	**Fairmont Rotary Club**	**245.50**		
Fairmont Sentinel						
Fairmont Sentinel	Elections		Notice of Filing for General Election	55.65	128739	08/12/2016
Fairmont Sentinel	Debt Service		Proposed Adoption General Notice	143.10	0	08/23/2016
		Total for	**Fairmont Sentinel**	**198.75**		
Fairmont True Value						
Fairmont True Value	Parks		Hoe & Shovel Park Dept	56.98	128740	08/12/2016
		Total for	**Fairmont True Value**	**56.98**		
Fastenal Company						
Fastenal Company	Parks		Flat Chisel 1" x 18"-Park Dept	18.22	128795	08/17/2016
		Total for	**Fastenal Company**	**18.22**		
Federated Rural Electric Associat						
Federated Rural Electric Association	Airport		Electric Utilities-Airport	28.38	128589	08/04/2016
		Total for	**Federated Rural Electric Associat**	**28.38**		
Fire Protection Services, Inc.						
Fire Protection Services, Inc.	Fire Inspection		Review Shop Drawings & Calculations Sprinkler Plans Ingleside	629.74	128741	08/12/2016
		Total for	**Fire Protection Services, Inc.**	**629.74**		
Fire Safety USA, Inc.						
Fire Safety USA, Inc.	Fire Fighting		Biosystems Calibration-Fire Dept	790.00	128489	07/29/2016
Fire Safety USA, Inc.	Fire Fighting		Rescue Equipment-Fire Dept	715.00	128590	08/04/2016
		Total for	**Fire Safety USA, Inc.**	**1,505.00**		
Fleet & Farm Supply						
Fleet & Farm Supply	Fire Fighting		Accountability Tags-Fire Dept	19.59	128687	08/10/2016
Fleet & Farm Supply	Fire Fighting		Car Bulbs-Ladder 8 Fire Dept	4.98	128687	08/10/2016
Fleet & Farm Supply	Paved Streets		Tape Measure-Street Dept	15.98	128687	08/10/2016
Fleet & Farm Supply	Road & Bridge Equipment		Phone Ends & Crimper-Green Paint Machine Street Dept	21.98	128687	08/10/2016
Fleet & Farm Supply	Parks		Foam Brushes-Park Dept	1.69	128687	08/10/2016
Fleet & Farm Supply	Parks		Eye Bolt, Vinyl Letters & Bolt Connector-Park Dept	27.93	128687	08/10/2016
Fleet & Farm Supply	Storm Sewer Mnt		Drylock Fast Plug-Liberty Lane Storm Sewer	50.97	128687	08/10/2016
Fleet & Farm Supply	Liquor Store		Mop Head-Liquor Store	17.96	128687	08/10/2016
Fleet & Farm Supply	Liquor Store		Lock Bike Shack-Liquor Store	7.99	128687	08/10/2016
Fleet & Farm Supply	Airport		Fuel Hose-Airport	29.99	128687	08/10/2016
Fleet & Farm Supply	Airport		Bldg Repair Supplies-Airport	157.47	128687	08/10/2016
		Total for	**Fleet & Farm Supply**	**356.53**		

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Fleet Services Division						
Fleet Services Division	Crime Control & Investigation		June 2016 Vehicle Lease	3,725.40	128490	07/29/2016
		Total for	**Fleet Services Division**	**3,725.40**		
FleetPride						
FleetPride	Road & Bridge Equipment		PLS Pump & Turbo-Street Dept	1,756.68	128796	08/17/2016
FleetPride	Road & Bridge Equipment		Piggyback Kit-Street Dept	87.62	128742	08/12/2016
		Total for	**FleetPride**	**1,844.30**		
Fox International, Inc						
Fox International, Inc	Crime Control & Investigation		MRAP Repair & Service-HEAT Team	1,888.57	128743	08/12/2016
		Total for	**Fox International, Inc**	**1,888.57**		
Frontier Communications						
Frontier Communications	City Manager		August 2016 Telephone City Hall	171.64	128744	08/12/2016
Frontier Communications	Recording & Reporting		August 2016 Telephone City Hall	79.22	128744	08/12/2016
Frontier Communications	Director of Finance		August 2016 Telephone City Hall	66.01	128744	08/12/2016
Frontier Communications	City Attorney		August 2016 Telephone City Hall	66.01	128744	08/12/2016
Frontier Communications	Planning & Zoning		August 2016 Telephone City Hall	66.01	128744	08/12/2016
Frontier Communications	Library		Aug 2016 Monthly Telephone Library	348.25	128688	08/10/2016
Frontier Communications	Economic Development		August 2016 Telephone City Hall	52.81	128744	08/12/2016
Frontier Communications	Liquor Store		August 2016 Telephone Liquor Store	258.72	128744	08/12/2016
Frontier Communications	Airport		08/07/16 to 09/06/16 Telephone-Airport Lobby	111.98	128797	08/17/2016
Frontier Communications	Airport		August 2016 Telephone City Hall	39.61	128744	08/12/2016
Frontier Communications	Central Garage		August 2016 Telephone City Hall	26.41	128744	08/12/2016
Frontier Communications	Animal Control		August 2016 Telephone Humane Society	129.86	128744	08/12/2016
Frontier Communications	Paved Streets		August 2016 Telephone Street Dept	74.74	128744	08/12/2016
Frontier Communications	Paved Streets		August 2016 Telephone City Hall	79.22	128744	08/12/2016
Frontier Communications	Engineering		August 2016 Telephone City Hall	171.64	128744	08/12/2016
Frontier Communications	Parks		August 2016 Telephone Park Dept	45.45	128744	08/12/2016
Frontier Communications	Parks		August 2016 Telephone City Hall	39.61	128744	08/12/2016
Frontier Communications	Crime Control & Investigation		Aug 2016 Monthly Telephone-Police Dept	441.51	0	08/23/2016
Frontier Communications	Crime Control & Investigation		August 2016 Telephone City Hall	39.61	128744	08/12/2016
Frontier Communications	Fire Fighting		August 2016 Telephone City Hall	26.41	128744	08/12/2016
Frontier Communications	Fire Fighting		August 2016 Telephone Fire Dept	41.70	128744	08/12/2016
Frontier Communications	Fire Fighting		August 2016 Telephone Fire Dept	44.71	128744	08/12/2016
Frontier Communications	Building Inspection		August 2016 Telephone City Hall	66.01	128744	08/12/2016
		Total for	**Frontier Communications**	**2,487.14**		
G & K Event Rentals						
G & K Event Rentals	Focus on Fairmont		From the Ground Up-Project 1590 Event 8/4/16	3,113.70	128745	08/12/2016
		Total for	**G & K Event Rentals**	**3,113.70**		
G & R Controls, Inc.						
G & R Controls, Inc.	Library		Get new condenser to work with building-Library	553.80	128689	08/10/2016
		Total for	**G & R Controls, Inc.**	**553.80**		
Gemini Studios						
Gemini Studios	Local Access		Local Access Channel + Membership for Boxcast August 2016	600.00	128591	08/04/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
		Total for	**Gemini Studios**	**600.00**		
Gillette Pepsi Companies Inc.						
Gillette Pepsi Companies Inc.	Aquatic Park		Pop/Water-Aquatic Park	662.65	128592	08/04/2016
Gillette Pepsi Companies Inc.	Aquatic Park		Pop/Water-Aquatic Park	256.45	128491	07/29/2016
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale		Pop/Mix	140.45	128562	08/04/2016
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale		Pop/Mix	109.25	128562	08/04/2016
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale		Pop/Mix	152.75	128562	08/04/2016
		Total for	**Gillette Pepsi Companies Inc.**	**1,321.55**		
GMS, Inc.						
GMS, Inc.	Urban Redevelopment & Housing		Monthly License & Warranty	70.00	128746	08/12/2016
		Total for	**GMS, Inc.**	**70.00**		
Gopher Alarms, LLC						
Gopher Alarms, LLC	General Government Buildings		July-Sept Alarm Monitoring City Hall	48.00	128492	07/29/2016
Gopher Alarms, LLC	Library		July-Sept Alarm Monitoring Martin Co Library	72.00	128492	07/29/2016
Gopher Alarms, LLC	Paved Streets		July-Sept Alarm Monitoring City Shop	36.00	128492	07/29/2016
Gopher Alarms, LLC	Parks		July-Sept Alarm Monitoring Park Dept	36.00	128492	07/29/2016
Gopher Alarms, LLC	SMEC Building		July-Sept Alarm Monitoring SMEC	72.00	128492	07/29/2016
Gopher Alarms, LLC	Liquor Store		July-Sept Burglar & Fire Alarm Monitoring Liquor Store	120.00	128492	07/29/2016
		Total for	**Gopher Alarms, LLC**	**384.00**		
Grainger						
Grainger	Paved Streets		Slip Hook, Ear Plugs, Air Circulator-1/2 Street Dept	305.36	0	08/23/2016
Grainger	Parks		Slip Hook, Ear Plugs, Air Circulator-1/2 Park Dept	305.35	0	08/23/2016
		Total for	**Grainger**	**610.71**		
Green Care						
Green Care	Parks		Irrigation System Service Labor Only-Softball Diamonds	192.00	128593	08/04/2016
		Total for	**Green Care**	**192.00**		
Hancock Concrete Products Co., I						
Hancock Concrete Products Co., Inc.	Storm Sewer Mnt		Repair Materials-Storm Sewer Dept	2,046.30	0	08/23/2016
		Total for	**Hancock Concrete Products Co., I**	**2,046.30**		
Hancor Inc.						
Hancor Inc.	Storm Sewer Mnt		12" N12-Storm Sewer Shoreacres	202.14	128747	08/12/2016
Hancor Inc.	Storm Sewer Mnt		12" 22.5 Deg Bend Storm Sewer	81.86	128747	08/12/2016
Hancor Inc.	Storm Sewer Mnt		12" 45 Deg Bend Storm Sewer	56.38	128747	08/12/2016
		Total for	**Hancor Inc.**	**340.38**		
Hanratty Administrators						
Hanratty Administrators	Health Insurance		July 2016 Service Plan Fees	464.00	1824	08/15/2016
Hanratty Administrators	Flex Plan		August 2016 Participant Fees	78.00	2673	08/15/2016
		Total for	**Hanratty Administrators**	**542.00**		
Hawkins, Inc.						
Hawkins, Inc.	Aquatic Park		calcium chloride, sodium hydroxide, chlorine; aquatic park	2,303.24	128748	08/12/2016
Hawkins, Inc.	Aquatic Park		Chemicals-chlorine Aquatic Park	309.00	128748	08/12/2016
Hawkins, Inc.	Aquatic Park		Chemicals-Aquatic Park	618.00	128493	07/29/2016
		Total for	**Hawkins, Inc.**	**3,230.24**		

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Vendor	Department		Description	Amount	Check Number	Check Date
Hefty Seed Company						
Hefty Seed Company	Parks		Grass Seed-Park Dept	134.50	128749	08/12/2016
		Total for	**Hefty Seed Company**	**134.50**		
Hillyard/Sioux Falls						
Hillyard/Sioux Falls	Aquatic Park		Cleaning Supplies-Aquatic Park	279.25	128750	08/12/2016
		Total for	**Hillyard/Sioux Falls**	**279.25**		
Hometown Sanitation Services, Ll						
Hometown Sanitation Services, LLC	Liquor Store		Refuse Removal Liquor Store	40.00	128751	08/12/2016
		Total for	**Hometown Sanitation Services, Ll**	**40.00**		
Humana						
Humana	Health Insurance		August 2016 Premiums	324.00	1825	08/15/2016
		Total for	**Humana**	**324.00**		
Humpal						
Humpal	City Manager		Monthly Cell Phone	110.00	0	08/17/2016
Humpal	City Manager		Southwest MN City Managers Assoc & Springstead Constult Mtg	58.71	0	08/17/2016
		Total for	**Humpal**	**168.71**		
Hy Vee Food Store						
Hy Vee Food Store	Paved Streets		Duane Schmicking-Retirement Party IBEW Reimbursed $152.14	255.01	0	08/23/2016
Hy Vee Food Store	Aquatic Park		Cleaning Supplies-Aquatic Park	37.08	0	08/23/2016
Hy Vee Food Store	Aquatic Park		LG Event-Aquatic Park	34.10	0	08/23/2016
Hy Vee Food Store	Aquatic Park		Food for Resale-Aquatic Park	136.97	0	08/23/2016
Hy Vee Food Store	Aquatic Park		Food for Resale-Aquatic Park	159.44	0	08/23/2016
Hy Vee Food Store	Aquatic Park		Special Event Food & Supplies-Aquatic Park	232.99	0	08/23/2016
		Total for	**Hy Vee Food Store**	**855.59**		
J. H. Larson						
J. H. Larson	General Government Buildings		Replaced 20 32W T-8 Bulbs at City Hall	101.85	128752	08/12/2016
J. H. Larson	Library		30 32w Flourescent Lamps-Library	54.60	0	08/23/2016
J. H. Larson	Parks		6 LED 48T8 Bulbs-Veteran's Park	122.23	128752	08/12/2016
J. H. Larson	Poetter's Circle		Fire Alarm-2602 Poetter's Circle	39.75	0	08/23/2016
J. H. Larson	Airport		outlet in hangar for RV Trailer to plug into-Airport	17.48	128752	08/12/2016
J. H. Larson	Airport		A/C Disc-Airport	99.75	128594	08/04/2016
		Total for	**J. H. Larson**	**435.66**		
Jake's Pizza						
Jake's Pizza	Economic Development		Brain Gain Meeting	39.81	128595	08/04/2016
		Total for	**Jake's Pizza**	**39.81**		
JJ Taylor Dist Of Mn						
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale		Beer	236.85	128798	08/17/2016
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale		Wine	282.00	128798	08/17/2016
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale		Freight	3.00	128798	08/17/2016
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale		Beer	391.80	128563	08/04/2016
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale		Freight	3.00	128563	08/04/2016
		Total for	**JJ Taylor Dist Of Mn**	**916.65**		
John Deere Financial						

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Vendor	Department		Description	Amount	Check Number	Check Date
John Deere Financial	Parks		Bracket-Park Dept	15.22	128495	07/29/2016
John Deere Financial	Parks		Roller-Park Dept	25.98	128495	07/29/2016
John Deere Financial	Parks		Rollers-Park Dept	103.92	128495	07/29/2016
		Total for	**John Deere Financial**	**145.12**		
Johnson Brothers Liquor						
Johnson Brothers Liquor	Liquor - Mdse for Resale		Beer	158.00	128799	08/17/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Pop/Mix	172.70	128799	08/17/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Freight	415.01	128799	08/17/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Liquor	13,968.29	128799	08/17/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Freight	173.19	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Liquor	12,704.89	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Wine	-4.68	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Wine	21.99	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Wine	2,195.13	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Freight	71.38	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Liquor	3,353.63	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Freight	39.84	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Wine	5,324.83	128799	08/17/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Beer	-6.42	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Pop/Mix	77.35	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Freight	3.32	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Wine	3,228.95	128564	08/04/2016
Johnson Brothers Liquor	Liquor - Mdse for Resale		Freight	88.79	128564	08/04/2016
		Total for	**Johnson Brothers Liquor**	**41,986.19**		
Kadrmas, Lee & Jackson, Inc.						
Kadrmas, Lee & Jackson, Inc.	Airport		Reconstruct/Rehab Hangar Taxilanes-Airport Services to 07/30/1	9,829.20	0	08/23/2016
Kadrmas, Lee & Jackson, Inc.	Airport		Reconstruct/Rehab Hangar Taxilanes-Airport Services to 07/30/1	2,357.83	0	08/23/2016
		Total for	**Kadrmas, Lee & Jackson, Inc.**	**12,187.03**		
Kahler Automation Corp.						
Kahler Automation Corp.	Debt Service		Tax Increment TIF #23	11,919.47	128596	08/04/2016
		Total for	**Kahler Automation Corp.**	**11,919.47**		
Kelly						
Kelly	Crime Control & Investigation		Reimburse for Safety Glasses	294.60	0	08/10/2016
		Total for	**Kelly**	**294.60**		
Kiza						
Kiza	Non-departmental		Refund Check	0.66	128547	08/03/2016
Kiza	Non-departmental		Refund Check	0.32	128547	08/03/2016
Kiza	Non-departmental		Refund Check	0.99	128547	08/03/2016
Kiza	Non-departmental		Refund Check	0.03	128547	08/03/2016
		Total for	**Kiza**	**2.00**		
L & D Upholstery						
L & D Upholstery	Crime Control & Investigation		MRAP Seats-HEAT Team	380.00	128800	08/17/2016
		Total for	**L & D Upholstery**	**380.00**		

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Vendor	Department		Description	Amount	Check Number	Check Date
LaMaack						
LaMaack	Engineering		GIS Conference Ankeny, IA July 27,2016	252.43	0	08/04/2016
		Total for	**LaMaack**	**252.43**		
Landscaping Plus Inc						
Landscaping Plus Inc	Burton Lane		Lawn Care July 2016-Burton Lane	1,730.00	128754	08/12/2016
Landscaping Plus Inc	Poetter's Circle		Lawn Care July 2016-Poetter Circle	1,125.00	128754	08/12/2016
		Total for	**Landscaping Plus Inc**	**2,855.00**		
Lawn Solutions						
Lawn Solutions	SMEC Building		August Lawn Care-SMEC	410.00	128496	07/29/2016
		Total for	**Lawn Solutions**	**410.00**		
License Bureau						
License Bureau	Paved Streets		Title & Plates for 2017 Freightliner Truck-Street Dept	5,674.25	128755	08/12/2016
		Total for	**License Bureau**	**5,674.25**		
Locators & Supplies, Inc						
Locators & Supplies, Inc	Paved Streets		Sunscreen-Street Dept	32.80	128756	08/12/2016
Locators & Supplies, Inc	Parks		Sunscreen-Park Dept	32.80	128756	08/12/2016
		Total for	**Locators & Supplies, Inc**	**65.60**		
Locher Bros. Inc						
Locher Bros. Inc	Liquor - Mdse for Resale		Beer	63.75	128801	08/17/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Pop/Mix	39.30	128801	08/17/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Beer	9,284.15	128801	08/17/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Beer	289.00	128801	08/17/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Beer	1,826.30	128801	08/17/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Beer	27,481.60	128565	08/04/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Pop/Mix	36.00	128565	08/04/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Misc Merchandise for Resale-Liquor Store	30.00	128565	08/04/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Beer	4,434.65	128801	08/17/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Beer	17.55	128801	08/17/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Pop/Mix	16.50	128801	08/17/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Pop/Mix	81.95	128801	08/17/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Beer	-10.40	128801	08/17/2016
Locher Bros. Inc	Liquor - Mdse for Resale		Beer	15,822.95	128801	08/17/2016
		Total for	**Locher Bros. Inc**	**59,413.30**		
Lud-key Locksmith						
Lud-key Locksmith	Parks		Cut 2 new key sets-Park Dept	81.00	128597	08/04/2016
		Total for	**Lud-key Locksmith**	**81.00**		
M-R Sign Company						
M-R Sign Company	Paved Streets		No Parking Signs-Street Dept	50.00	128497	07/29/2016
M-R Sign Company	Paved Streets		Street Signs-Lair RD & Knollwood Dr	69.74	0	08/23/2016
		Total for	**M-R Sign Company**	**119.74**		
MacQueen Equipment, Inc.						
MacQueen Equipment, Inc.	Storm Sewer Mnt		Water Tank Straps-Storm Sewer Dept	87.08	128498	07/29/2016
MacQueen Equipment, Inc.	Storm Sewer Mnt		Silencer-Storm Sewer Dept	85.85	128802	08/17/2016

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MacQueen Equipment, Inc.	Storm Sewer Mnt		Silencer-Storm Sewer Dept	47.69	128802	08/17/2016
		Total for	**MacQueen Equipment, Inc.**	**220.62**		
Mankato/Fairmont Fire & Safety						
Mankato/Fairmont Fire & Safety	Crime Control & Investigation		Recharge & Repair Fire Extinguishers-Police Dept	111.00	128803	08/17/2016
		Total for	**Mankato/Fairmont Fire & Safety**	**111.00**		
Martin County Auditor						
Martin County Auditor	Crime Control & Investigation		Rental Of Security Bldg-August 2016	3,897.75	128598	08/04/2016
		Total for	**Martin County Auditor**	**3,897.75**		
Martin County Highway Dept						
Martin County Highway Dept	Crime Control & Investigation		Motor Fuel	2,174.15	128654	08/08/2016
Martin County Highway Dept	Fire Fighting		Motor Fuel	181.52	128654	08/08/2016
Martin County Highway Dept	Building Inspection		Motor Fuel	68.00	128654	08/08/2016
Martin County Highway Dept	Animal Control		Motor Fuel	134.97	128654	08/08/2016
Martin County Highway Dept	Paved Streets		Motor Fuel	1,494.01	128654	08/08/2016
Martin County Highway Dept	Garbage Collection		Motor Fuel	162.09	128654	08/08/2016
Martin County Highway Dept	Parks		Motor Fuel	1,174.37	128654	08/08/2016
Martin County Highway Dept	Storm Sewer Mnt		Motor Fuel	534.98	128654	08/08/2016
Martin County Highway Dept	Airport		Motor Fuel	211.03	128654	08/08/2016
		Total for	**Martin County Highway Dept**	**6,135.12**		
Martin County Ready Mix						
Martin County Ready Mix	Paved Streets		3rd/Park Streets Repair Concrete	169.00	128758	08/12/2016
Martin County Ready Mix	Storm Sewer Mnt		Liberty Lane Concrete Repair-Storm Sewer Dept	198.75	128758	08/12/2016
Martin County Ready Mix	Storm Sewer Mnt		Union/Shoreacres Repair Concrete	59.50	128758	08/12/2016
Martin County Ready Mix	Storm Sewer Mnt		Liberty Lane Repair Concrete	29.75	128758	08/12/2016
		Total for	**Martin County Ready Mix**	**457.00**		
Martin County Recorder						
Martin County Recorder	Urban Redevelopment & Housing		Satisfaction of Mortgage Serenades by the Lake, Inc.	92.00	0	08/23/2016
Martin County Recorder	Urban Redevelopment & Housing		Satisfaction of Mortagage SCDP Mark & Carrie Pettit	46.00	128804	08/17/2016
		Total for	**Martin County Recorder**	**138.00**		
Martin County Sheriffs						
Martin County Sheriffs	Crime Control & Investigation		Shared Telephone Expense-July 2016	42.87	128759	08/12/2016
Martin County Sheriffs	Crime Control & Investigation		Shared Language Line Services July 2016	129.44	128759	08/12/2016
Martin County Sheriffs	Crime Control & Investigation		2nd Q 2016 State Access Fees for MDT's	735.00	128759	08/12/2016
		Total for	**Martin County Sheriffs**	**907.31**		
Martin County Solid Waste						
Martin County Solid Waste	Garbage Collection		2016 Electronics & Appliances City Wide Cleanup	4,655.85	128499	07/29/2016
Martin County Solid Waste	Garbage Collection		City Wide Cleanup 2016 Electronics & Appliances	8,723.05	128760	08/12/2016
		Total for	**Martin County Solid Waste**	**13,378.90**		
Mayo Clinic Health System Fairm						
Mayo Clinic Health System Fairmont	Paved Streets		DOT random testing	93.00	128655	08/08/2016
Mayo Clinic Health System Fairmont	Parks		DOT random testing	31.00	128655	08/08/2016
		Total for	**Mayo Clinic Health System Fairm**	**124.00**		
Mercer						

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Vendor	Department		Description	Amount	Check Number	Check Date
Mercer	Non-departmental		Refund Check	1.15	128548	08/03/2016
Mercer	Non-departmental		Refund Check	0.28	128548	08/03/2016
Mercer	Non-departmental		Refund Check	0.15	128548	08/03/2016
Mercer	Non-departmental		Refund Check	0.43	128548	08/03/2016
Mercer	Non-departmental		Refund Check	0.01	128548	08/03/2016
		Total for	**Mercer**	**2.02**		
Meyeraan						
Meyeraan	Non-departmental		Refund Check	1.03	128549	08/03/2016
Meyeraan	Non-departmental		Refund Check	0.51	128549	08/03/2016
Meyeraan	Non-departmental		Refund Check	1.55	128549	08/03/2016
Meyeraan	Non-departmental		Refund Check	0.05	128549	08/03/2016
		Total for	**Meyeraan**	**3.14**		
Midco						
Midco	Data Processing		Internet Circuit Aug 2016	338.00	128690	08/10/2016
		Total for	**Midco**	**338.00**		
Minnesota Elevator, Inc						
Minnesota Elevator, Inc	General Government Buildings		August 2016 City Hall Elevator Service	133.22	128761	08/12/2016
Minnesota Elevator, Inc	Library		August 2016 Elevator Service-Library	143.01	128691	08/10/2016
Minnesota Elevator, Inc	Library		June 2016 Elevator Service-Library	143.01	128691	08/10/2016
		Total for	**Minnesota Elevator, Inc**	**419.24**		
Minnesota Hardwoods, Inc						
Minnesota Hardwoods, Inc	Parks		Hardwood Chips-Park Dept	1,465.00	128599	08/04/2016
		Total for	**Minnesota Hardwoods, Inc**	**1,465.00**		
Minnesota Wisconsin Playground						
Minnesota Wisconsin Playground	Parks		GameTime Play Equipment-Park Dept	5,321.80	0	08/23/2016
		Total for	**Minnesota Wisconsin Playground**	**5,321.80**		
MN Dept Labor & Indust						
MN Dept Labor & Indust	Parks		401 Lake Ave Sylvania HVAC	17.00	128762	08/12/2016
		Total for	**MN Dept Labor & Indust**	**17.00**		
MN Dept Labor & Indust.						
MN Dept Labor & Indust.	Incubator Building		428 Winnebago Ave Replacement A/C Electrical Inspection	36.00	128500	07/29/2016
		Total for	**MN Dept Labor & Indust.**	**36.00**		
MN Dept of Labor & Indus						
MN Dept of Labor & Indus	General Government Buildings		Boilers City Hall 100 Downtown Plaza	20.00	128763	08/12/2016
MN Dept of Labor & Indus	Aquatic Park		Boilers at Aquatic Park 1400 S Prairie St	50.00	128763	08/12/2016
MN Dept of Labor & Indus	Non-departmental		2nd Q Permit Surcharge Conf#25396091035	2,090.28	128693	08/10/2016
		Total for	**MN Dept of Labor & Indus**	**2,160.28**		
MN Energy Resources Corp.						
MN Energy Resources Corp.	General Government Buildings		Senior Center 414 Downtown Plaza Gas Utilities	49.49	128764	08/12/2016
MN Energy Resources Corp.	Library		Library Gas Utilities 06/18/ to 07/20/16	468.23	128501	07/29/2016
MN Energy Resources Corp.	Fire Fighting		Fire Station Gas Utilities 07/01 to 08/01/16	60.62	128694	08/10/2016
MN Energy Resources Corp.	Paved Streets		417 E Margaret City Shop Gas Utilities	23.63	128601	08/04/2016
MN Energy Resources Corp.	Parks		417 E Margaret City Shop Gas Utilities	23.63	128601	08/04/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
MN Energy Resources Corp.	Parks		Sylvania Bath House Final Reading	19.79	128501	07/29/2016
MN Energy Resources Corp.	Parks		Lincoln Shelter House Gas Utilities 07/09/ to 08/08/16	19.79	0	08/23/2016
MN Energy Resources Corp.	Central Garage		417 E Margaret City Shop Gas Utilities	7.68	128601	08/04/2016
		Total for	**MN Energy Resources Corp.**	**672.86**		
Mn Municipal Beverage Associati						
Mn Municipal Beverage Association	Liquor Store		July 2016-July 2017 Annual Dues	2,700.00	128566	08/04/2016
		Total for	**Mn Municipal Beverage Associati**	**2,700.00**		
Mn State Fire Chiefs Asso						
Mn State Fire Chiefs Asso	Fire Fighting		2016 Annual Conference Scott, Borchardt & Kastning	900.00	128805	08/17/2016
		Total for	**Mn State Fire Chiefs Asso**	**900.00**		
Morgan Creek Vineyards						
Morgan Creek Vineyards	Liquor - Mdse for Resale		Wine	454.92	128806	08/17/2016
		Total for	**Morgan Creek Vineyards**	**454.92**		
Morgan Stanley						
Morgan Stanley	Non-departmental		Acct# 364066888120	65,937.14	128696	08/10/2016
		Total for	**Morgan Stanley**	**65,937.14**		
MRCI						
MRCI	Incubator Building		JUly 2016 Service	310.20	128807	08/17/2016
		Total for	**MRCI**	**310.20**		
Municipal Emergency Services De						
Municipal Emergency Services Depository Ac	Fire Fighting		Crossfire Boots-Fire Dept	356.29	128602	08/04/2016
		Total for	**Municipal Emergency Services De**	**356.29**		
Napa Auto Estherville						
Napa Auto Estherville	Crime Control & Investigation		Ext Cord-HEAT team	15.59	128697	08/10/2016
Napa Auto Estherville	Crime Control & Investigation		Supplies-HEAT team	50.53	128697	08/10/2016
		Total for	**Napa Auto Estherville**	**66.12**		
Napa Auto Fairmont						
Napa Auto Fairmont	Crime Control & Investigation		Wheel Seal & Parking Brake Shoes-Police Dept	85.24	128765	08/12/2016
Napa Auto Fairmont	Fire Fighting		Filters-Fire Dept	30.10	128765	08/12/2016
Napa Auto Fairmont	Fire Fighting		Oil & Fuel Filter-Fire Dept	8.84	128765	08/12/2016
Napa Auto Fairmont	Parks		Oil Filters-Park Dept	48.70	128765	08/12/2016
Napa Auto Fairmont	Parks		Air Filter-Park Dept	13.66	128765	08/12/2016
Napa Auto Fairmont	Parks		Steering Shift Tube-Park Dept	26.94	128765	08/12/2016
Napa Auto Fairmont	Airport		Oil & Fuel Filters-Airport	35.11	128765	08/12/2016
		Total for	**Napa Auto Fairmont**	**248.59**		
Nemmers						
Nemmers	Engineering		June & July Cell Phone	180.00	0	07/29/2016
		Total for	**Nemmers**	**180.00**		
Northland Trust Services, Inc.						
Northland Trust Services, Inc.	Debt Service		Bond Interest Series 2012A	33,898.75	128766	08/12/2016
		Total for	**Northland Trust Services, Inc.**	**33,898.75**		
Nuss Truck & Equipment						
Nuss Truck & Equipment	Road & Bridge Equipment		Misc Parts for truck #10-Street Dept	115.13	128502	07/29/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
		Total for	**Nuss Truck & Equipment**	**115.13**		
O'Reilly Auto Parts						
O'Reilly Auto Parts	Parks		ERG Valve & Converter Assembly-Park Dept	318.91	128767	08/12/2016
O'Reilly Auto Parts	Parks		Tailgate Handle & Bezel-Park Dept	34.84	128603	08/04/2016
		Total for	**O'Reilly Auto Parts**	**353.75**		
Olson Rentals, Inc.						
Olson Rentals, Inc.	Paved Streets		Propane for Paver-Street Dept	15.60	128768	08/12/2016
Olson Rentals, Inc.	Parks		AugerAttachment & Auger for Skid Loader-Soccer Fields	98.44	128604	08/04/2016
Olson Rentals, Inc.	Storm Sewer Mnt		Drill Rental-Street Dept	18.72	128768	08/12/2016
		Total for	**Olson Rentals, Inc.**	**132.76**		
One Office Solution						
One Office Solution	City Manager		Office Supplies-City Hall	0.71	128605	08/04/2016
One Office Solution	City Manager		Laminating Pouches & Pens-City Hall	2.48	128769	08/12/2016
One Office Solution	City Manager		Office Supplies-City Hall	0.91	128769	08/12/2016
One Office Solution	City Manager		Ink Cartridges-City Hall	11.26	128769	08/12/2016
One Office Solution	Recording & Reporting		Office Supplies-City Hall	0.71	128605	08/04/2016
One Office Solution	Recording & Reporting		Laminating Pouches & Pens-City Hall	2.48	128769	08/12/2016
One Office Solution	Parking Lots		Office Supplies-City Hall	0.36	128769	08/12/2016
One Office Solution	Parking Lots		Ink Cartridges-City Hall	4.51	128769	08/12/2016
One Office Solution	Data Processing		Office Supplies-City Hall	0.43	128605	08/04/2016
One Office Solution	Data Processing		Laminating Pouches & Pens-City Hall	1.49	128769	08/12/2016
One Office Solution	Data Processing		Office Supplies-City Hall	0.55	128769	08/12/2016
One Office Solution	Data Processing		Ink Cartridges-City Hall	6.76	128769	08/12/2016
One Office Solution	Airport		Office Supplies-City Hall	0.91	128769	08/12/2016
One Office Solution	Airport		Ink Cartridges-City Hall	11.26	128769	08/12/2016
One Office Solution	Airport		Laminating Pouches & Pens-City Hall	2.48	128769	08/12/2016
One Office Solution	Airport		Office Supplies-City Hall	0.71	128605	08/04/2016
One Office Solution	Parking Lots		Office Supplies-City Hall	0.29	128605	08/04/2016
One Office Solution	Parking Lots		Laminating Pouches & Pens-City Hall	0.99	128769	08/12/2016
One Office Solution	Economic Development		Ink Cartridges-City Hall	6.76	128769	08/12/2016
One Office Solution	Economic Development		Office Supplies-City Hall	0.43	128605	08/04/2016
One Office Solution	Liquor Store		Ink Cartridges-City Hall	4.51	128769	08/12/2016
One Office Solution	Liquor Store		Laminating Pouches & Pens-City Hall	0.99	128769	08/12/2016
One Office Solution	Liquor Store		Office Supplies-City Hall	0.36	128769	08/12/2016
One Office Solution	Liquor Store		Office Supplies-City Hall	0.29	128605	08/04/2016
One Office Solution	Lake Restoration		Office Supplies-City Hall	0.29	128605	08/04/2016
One Office Solution	Lake Restoration		Laminating Pouches & Pens-City Hall	0.99	128769	08/12/2016
One Office Solution	Lake Restoration		Office Supplies-City Hall	0.36	128769	08/12/2016
One Office Solution	Lake Restoration		Ink Cartridges-City Hall	4.51	128769	08/12/2016
One Office Solution	Economic Development		Laminating Pouches & Pens-City Hall	1.49	128769	08/12/2016
One Office Solution	Economic Development		Office Supplies-City Hall	0.55	128769	08/12/2016
One Office Solution	Engineering		Laminating Pouches & Pens-City Hall	5.46	128769	08/12/2016
One Office Solution	Engineering		Office Supplies-City Hall	2.03	128769	08/12/2016

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Vendor	Department	Description	Amount	Check Number	Check Date
One Office Solution	Parks	Ink Cartridges-City Hall	9.01	128769	08/12/2016
One Office Solution	Parks	Laminating Pouches & Pens-City Hall	1.98	128769	08/12/2016
One Office Solution	Parks	Office Supplies-City Hall	0.73	128769	08/12/2016
One Office Solution	Parks	Office Supplies-City Hall	0.57	128605	08/04/2016
One Office Solution	Paved Streets	Laminating Pouches & Pens-City Hall	0.99	128769	08/12/2016
One Office Solution	Paved Streets	Office Supplies-City Hall	0.36	128769	08/12/2016
One Office Solution	Paved Streets	Ink Cartridges-City Hall	4.51	128769	08/12/2016
One Office Solution	Paved Streets	Office Supplies-City Hall	0.29	128605	08/04/2016
One Office Solution	Engineering	Ink Cartridges-City Hall	24.76	128769	08/12/2016
One Office Solution	Engineering	Office Supplies-City Hall	1.57	128605	08/04/2016
One Office Solution	Fire Fighting	Ink Cartridges-City Hall	9.01	128769	08/12/2016
One Office Solution	Fire Fighting	Office Supplies-City Hall	0.57	128605	08/04/2016
One Office Solution	Building Inspection	Office Supplies-City Hall	0.71	128605	08/04/2016
One Office Solution	Building Inspection	Laminating Pouches & Pens-City Hall	2.48	128769	08/12/2016
One Office Solution	Building Inspection	Office Supplies-City Hall	0.91	128769	08/12/2016
One Office Solution	Building Inspection	Ink Cartridges-City Hall	11.26	128769	08/12/2016
One Office Solution	Crime Control & Investigation	Office Supplies-City Hall	0.55	128769	08/12/2016
One Office Solution	Crime Control & Investigation	Ink Cartridges-City Hall	6.76	128769	08/12/2016
One Office Solution	Crime Control & Investigation	Laminating Pouches & Pens-City Hall	1.49	128769	08/12/2016
One Office Solution	Crime Control & Investigation	Office Supplies-City Hall	0.43	128605	08/04/2016
One Office Solution	Fire Fighting	Laminating Pouches & Pens-City Hall	1.98	128769	08/12/2016
One Office Solution	Fire Fighting	Office Supplies-City Hall	0.73	128769	08/12/2016
One Office Solution	Planning & Zoning	Office Supplies-City Hall	0.91	128769	08/12/2016
One Office Solution	Planning & Zoning	Ink Cartridges-City Hall	11.26	128769	08/12/2016
One Office Solution	Police Administration	Office Supplies-City Hall	0.29	128605	08/04/2016
One Office Solution	Police Administration	Laminating Pouches & Pens-City Hall	0.99	128769	08/12/2016
One Office Solution	Police Administration	Office Supplies-City Hall	0.36	128769	08/12/2016
One Office Solution	Police Administration	Ink Cartridges-City Hall	4.51	128769	08/12/2016
One Office Solution	City Attorney	Office Supplies-City Hall	0.71	128605	08/04/2016
One Office Solution	City Attorney	Laminating Pouches & Pens-City Hall	2.48	128769	08/12/2016
One Office Solution	City Attorney	Office Supplies-City Hall	0.91	128769	08/12/2016
One Office Solution	City Attorney	Ink Cartridges-City Hall	11.26	128769	08/12/2016
One Office Solution	Planning & Zoning	Office Supplies-City Hall	0.71	128605	08/04/2016
One Office Solution	Planning & Zoning	Laminating Pouches & Pens-City Hall	2.48	128769	08/12/2016
One Office Solution	Recording & Reporting	Office Supplies-City Hall	0.91	128769	08/12/2016
One Office Solution	Recording & Reporting	Ink Cartridges-City Hall	11.26	128769	08/12/2016
One Office Solution	Director of Finance	Office Supplies-City Hall	0.71	128605	08/04/2016
One Office Solution	Director of Finance	Laminating Pouches & Pens-City Hall	2.48	128769	08/12/2016
One Office Solution	Director of Finance	Office Supplies-City Hall	0.91	128769	08/12/2016
One Office Solution	Director of Finance	Ink Cartridges-City Hall	11.26	128769	08/12/2016
	Total for	**One Office Solution**	**224.36**		
Osborn					
Osborn	Parks	Reimbursement for Safety Boots	175.00	128698	08/10/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
		Total for	**Osborn**	**175.00**		
Paustis Wine Company						
Paustis Wine Company	Liquor - Mdse for Resale		Freight	11.25	128808	08/17/2016
Paustis Wine Company	Liquor - Mdse for Resale		Liquor	52.01	128808	08/17/2016
Paustis Wine Company	Liquor - Mdse for Resale		Freight	2.25	128808	08/17/2016
Paustis Wine Company	Liquor - Mdse for Resale		Wine	833.77	128808	08/17/2016
Paustis Wine Company	Liquor - Mdse for Resale		Wine	487.00	128567	08/04/2016
Paustis Wine Company	Liquor - Mdse for Resale		Freight	7.00	128567	08/04/2016
		Total for	**Paustis Wine Company**	**1,393.28**		
PC Janitorial Supply						
PC Janitorial Supply	Aquatic Park		Concession Stand Supplies-Aquatic Park	82.95	0	08/23/2016
PC Janitorial Supply	Parks		Cleaning Supplies-Park Dept	16.80	128809	08/17/2016
PC Janitorial Supply	Parks		Cleaning Supplies-Park Dept	212.18	128770	08/12/2016
PC Janitorial Supply	Parks		Cleaning Supplies-Park Dept	120.39	128809	08/17/2016
PC Janitorial Supply	Parks		Cleaning Supplies-Park Dept	218.39	128606	08/04/2016
PC Janitorial Supply	Airport		Cleaning Supplies-Airport	94.86	128503	07/29/2016
		Total for	**PC Janitorial Supply**	**745.57**		
Pearson						
Pearson	Non-departmental		Refund Check	0.05	128550	08/03/2016
Pearson	Non-departmental		Refund Check	1.02	128550	08/03/2016
Pearson	Non-departmental		Refund Check	0.50	128550	08/03/2016
Pearson	Non-departmental		Refund Check	1.53	128550	08/03/2016
		Total for	**Pearson**	**3.10**		
Phillips Wine & Spirits						
Phillips Wine & Spirits	Liquor - Mdse for Resale		Wine	758.21	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Beer	397.00	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Beer	153.00	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Freight	-21.58	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Liquor	-7.29	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Liquor	-9.22	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Freight	120.33	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Freight	231.24	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Liquor	12,039.81	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Freight	-1.66	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Wine	2,911.90	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Freight	78.02	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Freight	34.85	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Wine	801.40	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Liquor	5,477.63	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Liquor	4,960.00	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Liquor	-1,539.60	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Beer	199.00	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Beer	42.00	128568	08/04/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
Phillips Wine & Spirits	Liquor - Mdse for Resale		Beer	-7.98	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Liquor	-151.50	128568	08/04/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Wine	693.76	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Freight	17.43	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Freight	41.50	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Liquor	5,875.70	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Freight	85.09	128810	08/17/2016
Phillips Wine & Spirits	Liquor - Mdse for Resale		Freight	72.49	128810	08/17/2016
		Total for	**Phillips Wine & Spirits**	**33,251.53**		
Photo Press						
Photo Press	Director of Finance		#10 Envelopes-PUC & Finance	1,035.62	128607	08/04/2016
Photo Press	Fire Fighting		48 Annual Reports Printed-Fire Dept	243.36	128504	07/29/2016
Photo Press	Building Inspection		Project Completion-Bldg Inspection	210.12	128607	08/04/2016
Photo Press	Aquatic Park		Shipping-Aquatic Park	69.53	128504	07/29/2016
Photo Press	Liquor Store		Liquor Store Ad	64.41	128504	07/29/2016
Photo Press	Liquor Store		Liquor Store IHD Ad	104.85	128504	07/29/2016
Photo Press	Liquor Store		Liquor Store 4th of July Ad	224.00	128504	07/29/2016
		Total for	**Photo Press**	**1,951.89**		
Pierce, Carol						
Pierce, Carol	Taxes		Property Tax Abatement-Old Post Office	476.00	128608	08/04/2016
		Total for	**Pierce, Carol**	**476.00**		
Pioneer Telephone						
Pioneer Telephone	Library		July 2016 Long Distance-Library	110.83	128811	08/17/2016
		Total for	**Pioneer Telephone**	**110.83**		
Plunkett's, Inc.						
Plunkett's, Inc.	General Government Buildings		Pest Control city hall	340.00	128771	08/12/2016
		Total for	**Plunkett's, Inc.**	**340.00**		
Prairieland Solid Waste						
Prairieland Solid Waste	Garbage Collection		Refuse Removal July 2016	739.88	128772	08/12/2016
Prairieland Solid Waste	Sanitation Charges		City Wide Cleanup July 2016	1,773.75	128772	08/12/2016
		Total for	**Prairieland Solid Waste**	**2,513.63**		
Presentation College						
Presentation College	SMEC Building		July 2016 Internet Services	200.00	128505	07/29/2016
Presentation College	SMEC Building		Internet Service August 2016	200.00	128773	08/12/2016
		Total for	**Presentation College**	**400.00**		
Preuss, Linsey						
Preuss, Linsey	Economic Development		Monthly Cell Phone	50.00	128609	08/04/2016
Preuss, Linsey	Economic Development		Brain Gain gift basket for Fmt Area Life	76.48	128609	08/04/2016
		Total for	**Preuss, Linsey**	**126.48**		
Pritts Electric						
Pritts Electric	Aquatic Park		Motor Repair-Aquatic Park	32.00	128610	08/04/2016
Pritts Electric	Aquatic Park		Motor Repair & Belt-Aquatic Park	26.34	128610	08/04/2016
		Total for	**Pritts Electric**	**58.34**		

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Accounts Payable
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From: 07/27/2016 To: 08/23/2016

Vendor	Department	Description	Amount	Check Number	Check Date
Public Utilities Com					
Public Utilities Com	General Government Buildings	Utilities for August 2016	1,394.67	0	08/23/2016
Public Utilities Com	General Government Buildings	Utilities for August 2016	140.04	0	08/23/2016
Public Utilities Com	General Government Buildings	Utilities for August 2016	70.65	0	08/23/2016
Public Utilities Com	General Government Buildings	Utilities for August 2016	39.10	0	08/23/2016
Public Utilities Com	Library	Utilities for August 2016	2,453.61	0	08/23/2016
Public Utilities Com	Library	Utilities for August 2016	59.99	0	08/23/2016
Public Utilities Com	Airport	Utilities for August 2016	25.62	0	08/23/2016
Public Utilities Com	Airport	Utilities for August 2016	2,229.66	0	08/23/2016
Public Utilities Com	Parking Lots	Utilities for August 2016	204.27	0	08/23/2016
Public Utilities Com	Parking Lots	Utilities for August 2016	181.41	0	08/23/2016
Public Utilities Com	Central Garage	Utilities for August 2016	65.47	0	08/23/2016
Public Utilities Com	Liquor Store	Utilities for August 2016	2,377.25	0	08/23/2016
Public Utilities Com	Liquor Store	Utilities for August 2016	47.60	0	08/23/2016
Public Utilities Com	Liquor Store	Utilities for August 2016	21.06	0	08/23/2016
Public Utilities Com	Liquor Store	Utilities for August 2016	55.88	0	08/23/2016
Public Utilities Com	Airport	Utilities for August 2016	833.35	0	08/23/2016
Public Utilities Com	Airport	Utilities for August 2016	355.13	0	08/23/2016
Public Utilities Com	Incubator Building	Utilities for August 2016	61.98	0	08/23/2016
Public Utilities Com	Incubator Building	Utilities for August 2016	29.31	0	08/23/2016
Public Utilities Com	Incubator Building	Utilities for August 2016	21.85	0	08/23/2016
Public Utilities Com	SMEC Building	Utilities for August 2016	2,048.25	0	08/23/2016
Public Utilities Com	SMEC Building	Utilities for August 2016	66.10	0	08/23/2016
Public Utilities Com	SMEC Building	Utilities for August 2016	21.06	0	08/23/2016
Public Utilities Com	Lake Restoration	Utilities for August 2016	95.45	0	08/23/2016
Public Utilities Com	Poetter's Circle	Final Utility Bill for 2613 Poetters Circle	47.94	128611	08/04/2016
Public Utilities Com	Poetter's Circle	Final Utility Bill for 2613 Poetters Circle	32.79	128611	08/04/2016
Public Utilities Com	Poetter's Circle	Final Utility Bill for 2613 Poetters Circle	22.67	128611	08/04/2016
Public Utilities Com	Poetter's Circle	Final Utility Bill for 2613 Poetters Circle	4.22	128611	08/04/2016
Public Utilities Com	Incubator Building	Utilities for August 2016	370.59	0	08/23/2016
Public Utilities Com	Aquatic Park	Utilities for August 2016	3,093.55	0	08/23/2016
Public Utilities Com	Aquatic Park	Utilities for August 2016	2,359.56	0	08/23/2016
Public Utilities Com	Parks	Utilities for August 2016	1,835.40	0	08/23/2016
Public Utilities Com	Parks	Utilities for August 2016	3,180.40	0	08/23/2016
Public Utilities Com	Parks	Utilities for August 2016	399.93	0	08/23/2016
Public Utilities Com	Parks	Utilities for August 2016	2,806.84	0	08/23/2016
Public Utilities Com	Paved Streets	Utilities for August 2016	15.90	0	08/23/2016
Public Utilities Com	Paved Streets	Utilities for August 2016	34.98	0	08/23/2016
Public Utilities Com	Street Lighting	Utilities for August 2016	7,159.36	0	08/23/2016
Public Utilities Com	Street Lighting	Utilities for August 2016	2,336.80	0	08/23/2016
Public Utilities Com	Aquatic Park	Utilities for August 2016	183.63	0	08/23/2016
Public Utilities Com	Aquatic Park	Utilities for August 2016	3,799.95	0	08/23/2016
Public Utilities Com	Animal Control	Utilities for August 2016	501.97	0	08/23/2016

Vendor	Department		Description	Amount	Check Number	Check Date
Public Utilities Com	Animal Control		Utilities for August 2016	105.42	0	08/23/2016
Public Utilities Com	Animal Control		Utilities for August 2016	59.13	0	08/23/2016
Public Utilities Com	Animal Control		Utilities for August 2016	17.41	0	08/23/2016
Public Utilities Com	Paved Streets		Utilities for August 2016	340.64	0	08/23/2016
Public Utilities Com	Paved Streets		Utilities for August 2016	49.74	0	08/23/2016
Public Utilities Com	Library		Utilities for August 2016	24.15	0	08/23/2016
Public Utilities Com	Library		Utilities for August 2016	21.21	0	08/23/2016
Public Utilities Com	Fire Fighting		Utilities for August 2016	378.31	0	08/23/2016
Public Utilities Com	Fire Fighting		Utilities for August 2016	64.12	0	08/23/2016
Public Utilities Com	Fire Fighting		Utilities for August 2016	27.33	0	08/23/2016
Public Utilities Com	Fire Fighting		Utilities for August 2016	21.37	0	08/23/2016
		Total for	**Public Utilities Com**	**42,194.07**		
Rabe International, Inc.						
Rabe International, Inc.	Parks		Bushing & Pin-Park Dept	18.81	128812	08/17/2016
Rabe International, Inc.	Parks		Hitch for Park Bushing 3 Deck Mower-Park Dept	161.31	128506	07/29/2016
Rabe International, Inc.	Parks		Disc Mower Partsr-Park Dept	202.56	128506	07/29/2016
Rabe International, Inc.	Parks		Disc Mower Partsr-Park Dept	103.20	128506	07/29/2016
Rabe International, Inc.	Parks		Disc Mower Partsr-Park Dept	12.90	128506	07/29/2016
		Total for	**Rabe International, Inc.**	**498.78**		
Real Time Translations, Inc.						
Real Time Translations, Inc.	Crime Control & Investigation		Monthly Access Fees Aug 2016	17.00	0	08/23/2016
		Total for	**Real Time Translations, Inc.**	**17.00**		
Recreation Supply Co						
Recreation Supply Co	Aquatic Park		Testing Kit Reagent-Aquatic Park	45.84	128774	08/12/2016
Recreation Supply Co	Aquatic Park		Aquamax parts-Aquatic Park	12.50	128507	07/29/2016
Recreation Supply Co	Aquatic Park		Aquamax Motor-Aquatic Park	479.74	128507	07/29/2016
Recreation Supply Co	Aquatic Park		Freight For Aquamax parts-Aquatic Park	50.00	128507	07/29/2016
		Total for	**Recreation Supply Co**	**588.08**		
Red Bull Distribution Company						
Red Bull Distribution Company	Liquor - Mdse for Resale		Pop/Mix	360.00	128569	08/04/2016
		Total for	**Red Bull Distribution Company**	**360.00**		
RELX, Inc.						
RELX, Inc.	City Attorney		July 2016 Subscription	94.42	128775	08/12/2016
		Total for	**RELX, Inc.**	**94.42**		
River Bend Business Prod.						
River Bend Business Prod.	City Manager		Sit/Stand Desk-City Administrator	729.00	0	08/23/2016
River Bend Business Prod.	City Manager		Office Supplies-Upstairs City Hall Use	22.16	128776	08/12/2016
River Bend Business Prod.	Elections		Election Supplies	42.88	128508	07/29/2016
River Bend Business Prod.	City Attorney		Office Supplies-Upstairs City Hall	26.92	128612	08/04/2016
River Bend Business Prod.	City Attorney		Office Supplies-Upstairs City Hall Use	22.16	128776	08/12/2016
River Bend Business Prod.	Planning & Zoning		Office Supplies-Upstairs City Hall	26.92	128612	08/04/2016
River Bend Business Prod.	Economic Development		push pins-Econ Develop	1.19	128508	07/29/2016
River Bend Business Prod.	Economic Development		Office Supplies-Upstairs City Hall Use	22.16	128776	08/12/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
River Bend Business Prod.	Economic Development		Office Supplies-Upstairs City Hall	26.92	128612	08/04/2016
River Bend Business Prod.	SMEC Building		Monthly Printing-SMEC	0.92	128508	07/29/2016
River Bend Business Prod.	Liquor Store		Office Supplies-Liquor Store	135.25	128570	08/04/2016
River Bend Business Prod.	Police Administration		Office Supplies-Police Dept	115.52	0	08/23/2016
River Bend Business Prod.	Building Inspection		Office Supplies-Upstairs City Hall	26.92	128612	08/04/2016
River Bend Business Prod.	Building Inspection		Office Supplies-Upstairs City Hall Use	22.16	128776	08/12/2016
River Bend Business Prod.	Engineering		Office Supplies-Upstairs City Hall Use	22.14	128776	08/12/2016
River Bend Business Prod.	Engineering		Office Supplies-Upstairs City Hall	26.92	128612	08/04/2016
River Bend Business Prod.	Economic Development		Folders & Binders-Econ Develop	76.18	128508	07/29/2016
		Total for	**River Bend Business Prod.**	**1,346.32**		
Riverside Sinclair Service						
Riverside Sinclair Service	Crime Control & Investigation		Interstate Battery-HEAT Team	87.42	128699	08/10/2016
		Total for	**Riverside Sinclair Service**	**87.42**		
Roeschen						
Roeschen	Culture & Rec Charges		Cedar Creek Shelter House Refund for 9/17/16	100.00	128813	08/17/2016
		Total for	**Roeschen**	**100.00**		
Rosenbauer Minnesota LLC						
Rosenbauer Minnesota LLC	Fire Fighting		Label & Bezel-Fire Dept	19.37	128814	08/17/2016
		Total for	**Rosenbauer Minnesota LLC**	**19.37**		
S & J Excavating						
S & J Excavating	Parks		Rock-Ball Diamond Project	27.00	128777	08/12/2016
		Total for	**S & J Excavating**	**27.00**		
Safety & Security Consultation Sp						
Safety & Security Consultation Specialists, Ll	Fire Fighting		House Burn 8/3/16-Fire Dept	1,500.00	128815	08/17/2016
		Total for	**Safety & Security Consultation Sp**	**1,500.00**		
Salvation Army Thrift						
Salvation Army Thrift	Parks		Cleaning Supplies-Park Dept	20.00	128613	08/04/2016
		Total for	**Salvation Army Thrift**	**20.00**		
Schillinger, Todd						
Schillinger, Todd	Crime Control & Investigation		Fuel for MRAP-Heat Team	40.00	128700	08/10/2016
Schillinger, Todd	Crime Control & Investigation		Batteries & Supplies for the bus-Heat Team	67.42	128700	08/10/2016
Schillinger, Todd	Crime Control & Investigation		Organizer for Bus & Seats for MRAP-Heat Team	112.32	128700	08/10/2016
Schillinger, Todd	Crime Control & Investigation		Dry Erase Board for the Bus-HEAT Team	64.20	128614	08/04/2016
		Total for	**Schillinger, Todd**	**283.94**		
Select Account						
Select Account	Health Insurance		August 2016 Participant Fee	61.19	1826	08/15/2016
		Total for	**Select Account**	**61.19**		
Sentinel						
Sentinel	Other General Gov't		Fairmont Lakes Water Quality	47.70	128509	07/29/2016
Sentinel	Elections		Notice of filing for General Election	55.65	128509	07/29/2016
Sentinel	Planning & Zoning		Conditional Use & Home Occupation Permits	55.65	128509	07/29/2016
Sentinel	Planning & Zoning		Amending City Code Article IV	95.40	128615	08/04/2016
Sentinel	Police Administration		4th of July Don't Drink & Drive Ad	30.00	128778	08/12/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
Sentinel	Aquatic Park		Tiny Tots-Aquatic Park	163.80	128778	08/12/2016
Sentinel	Economic Development		Proposed Property Tax Abatements-Zierke Built	87.45	128509	07/29/2016
		Total for	**Sentinel**	**535.65**		
Sherburn Nursery						
Sherburn Nursery	Mayor & Council		Mayor Quiring Memorial	129.95	128779	08/12/2016
		Total for	**Sherburn Nursery**	**129.95**		
Small Business Dev. Cente						
Small Business Dev. Cente	Economic Development		Annual Finance Updates Seminar & Lunch 7/27/16 Preuss	25.00	128780	08/12/2016
		Total for	**Small Business Dev. Cente**	**25.00**		
Southern Glazer's of MN						
Southern Glazer's of MN	Liquor - Mdse for Resale		Freight	1.55	128816	08/17/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Liquor	1,636.62	128816	08/17/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Wine	472.00	128816	08/17/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Freight	7.75	128816	08/17/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Freight	44.95	128816	08/17/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Wine	2,256.00	128816	08/17/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Wine	1,058.00	128571	08/04/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Freight	20.15	128571	08/04/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Freight	1.55	128571	08/04/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Wine	96.00	128571	08/04/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Liquor	2,143.69	128571	08/04/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Freight	36.68	128571	08/04/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Pop/Mix	38.87	128816	08/17/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Liquor	2,363.97	128816	08/17/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Freight	54.51	128816	08/17/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Freight	20.41	128816	08/17/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Freight	20.41	128571	08/04/2016
Southern Glazer's of MN	Liquor - Mdse for Resale		Liquor	1,363.69	128571	08/04/2016
		Total for	**Southern Glazer's of MN**	**11,636.80**		
Southern MN Inspection						
Southern MN Inspection	Central Garage		Shop Gantry-City Shop	490.88	128817	08/17/2016
		Total for	**Southern MN Inspection**	**490.88**		
Sovel						
Sovel	Culture & Rec Charges		Refund Shelter House Rental	150.00	128701	08/10/2016
		Total for	**Sovel**	**150.00**		
Squeegee Brothers						
Squeegee Brothers	General Government Buildings		Window Cleaning-City Hall	615.00	128781	08/12/2016
Squeegee Brothers	Library		August Window Cleaning-Library	150.00	128781	08/12/2016
		Total for	**Squeegee Brothers**	**765.00**		
Steuber						
Steuber	General Government Buildings		Office Supplies-City Hall	4.73	0	07/29/2016
Steuber	General Government Buildings		City Hall Picnic Supplies	9.01	0	08/10/2016
Steuber	Aquatic Park		Supplies-for Special Event-Aquatic Park	125.58	0	07/29/2016

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Vendor	Department		Description	Amount	Check Number	Check Date
Steuber	Aquatic Park		Supplies-for Special Event-Aquatic Park	47.00	0	07/29/2016
Steuber	Aquatic Park		Supplies- Special Event Supplies-Aquatic Park	42.74	0	07/29/2016
Steuber	Aquatic Park		First Aid Supplies-Aquatic Park	16.91	0	08/10/2016
Steuber	Aquatic Park		4th of July Decor-Aquatic Park	3.17	0	08/10/2016
Steuber	Aquatic Park		Birthday Party Supplies-Aquatic Park	12.76	0	08/10/2016
Steuber	Aquatic Park		Screen Protector Betsy's Cell Phone	42.74	0	08/10/2016
Steuber	Aquatic Park		LG Event Supplies-Aquatic Park	73.10	0	08/10/2016
Steuber	Aquatic Park		Birthday Party Supplies-Aquatic Park	5.12	0	08/10/2016
		Total for	**Steuber**	**382.86**		
Taplin Construction						
Taplin Construction	Paved Streets		Class 7 Recycle Concrete for 439 Lake Park Blvd-Street Dept	88.45	128510	07/29/2016
		Total for	**Taplin Construction**	**88.45**		
Thoreson						
Thoreson	Non-departmental		Refund Check	0.55	128552	08/03/2016
Thoreson	Non-departmental		Refund Check	0.28	128552	08/03/2016
Thoreson	Non-departmental		Refund Check	0.82	128552	08/03/2016
Thoreson	Non-departmental		Refund Check	0.03	128552	08/03/2016
		Total for	**Thoreson**	**1.68**		
Tom's Diesel Service						
Tom's Diesel Service	Road & Bridge Equipment		Repair Engine Oil Leaks-Street Dept	1,885.00	128818	08/17/2016
		Total for	**Tom's Diesel Service**	**1,885.00**		
Total Comfort Systems						
Total Comfort Systems	Parks		Replaced water Heater under Sink-Sylvania Park	408.77	128616	08/04/2016
Total Comfort Systems	Burton Lane		521 Burton Lane Roof Cap	28.99	128616	08/04/2016
Total Comfort Systems	Poetter's Circle		2602 Poetter Circle Replaced Thermostat Batteries & Filter	53.95	128616	08/04/2016
Total Comfort Systems	Poetter's Circle		2600 Poetter Circle Installed Hi-Rise Stool & Grab Bar	506.35	128616	08/04/2016
Total Comfort Systems	Poetter's Circle		2605 Poetter Circle Fixed A/C Capacitor & Motor	339.37	128616	08/04/2016
Total Comfort Systems	Poetter's Circle		2601 Poetter Circle Replaced Stop, Flapper & Supply on Stool	127.76	128616	08/04/2016
Total Comfort Systems	Poetter's Circle		2613 Poetter Circle Replaced Stool	385.09	128616	08/04/2016
Total Comfort Systems	Airport		Ladies Restroom Repair-Airport	124.89	128616	08/04/2016
		Total for	**Total Comfort Systems**	**1,975.17**		
Tow Distributing						
Tow Distributing	Liquor - Mdse for Resale		Beer	24,077.94	128819	08/17/2016
Tow Distributing	Liquor - Mdse for Resale		Pop/Mix	95.25	128819	08/17/2016
Tow Distributing	Liquor - Mdse for Resale		Beer	11,014.75	128572	08/04/2016
Tow Distributing	Liquor - Mdse for Resale		Beer	-151.65	128572	08/04/2016
Tow Distributing	Liquor - Mdse for Resale		Beer	4,363.10	128572	08/04/2016
Tow Distributing	Liquor - Mdse for Resale		Beer	-56.46	128572	08/04/2016
Tow Distributing	Liquor - Mdse for Resale		Beer	8,728.80	128572	08/04/2016
Tow Distributing	Liquor - Mdse for Resale		Beer	-775.41	128572	08/04/2016
Tow Distributing	Liquor - Mdse for Resale		Beer	176.05	128572	08/04/2016
Tow Distributing	Liquor - Mdse for Resale		Beer	4,396.75	128572	08/04/2016
		Total for	**Tow Distributing**	**51,869.12**		

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Truman Tribune						
Truman Tribune	Liquor Store		Liquor Store Ads	165.00	128573	08/04/2016
		Total for	**Truman Tribune**	**165.00**		
Uilk						
Uilk	Non-departmental		Refund Check	0.47	128554	08/03/2016
Uilk	Non-departmental		Refund Check	0.22	128554	08/03/2016
Uilk	Non-departmental		Refund Check	0.71	128554	08/03/2016
Uilk	Non-departmental		Refund Check	0.04	128554	08/03/2016
Uilk	Non-departmental		Refund Check	1.84	128554	08/03/2016
		Total for	**Uilk**	**3.28**		
Uniforms Unlimited						
Uniforms Unlimited	Crime Control & Investigation		Badges-Officer Paine	192.00	0	08/23/2016
		Total for	**Uniforms Unlimited**	**192.00**		
Unique Paving Materials						
Unique Paving Materials	Paved Streets		Cold Mix Blacktop-Street Dept	844.11	128617	08/04/2016
Unique Paving Materials	Paved Streets		Cold Mix Blacktop-Street Dept	908.85	128617	08/04/2016
		Total for	**Unique Paving Materials**	**1,752.96**		
Utermarck						
Utermarck	General Government Buildings		July 2016 Lawn Service	8,015.00	0	08/10/2016
Utermarck	Economic Development		July 2016 Incubator Bldg Lawn Care	240.00	0	08/10/2016
		Total for	**Utermarck**	**8,255.00**		
Verizon Wireless						
Verizon Wireless	Director of Finance		June 21 to July 20, 2016 Cell Phones	146.88	128618	08/04/2016
Verizon Wireless	Crime Control & Investigation		June 21 to July 20, 2016 Cell Phones	1,119.75	128618	08/04/2016
Verizon Wireless	Building Inspection		June 21 to July 20, 2016 Cell Phones	104.19	128618	08/04/2016
Verizon Wireless	Paved Streets		June 21 to July 20, 2016 Cell Phones	61.43	128618	08/04/2016
Verizon Wireless	Engineering		June 21 to July 20, 2016 Cell Phones	115.61	128618	08/04/2016
Verizon Wireless	Aquatic Park		June 21 to July 20, 2016 Cell Phones	51.43	128618	08/04/2016
Verizon Wireless	Parks		June 21 to July 20, 2016 Cell Phones	75.62	128618	08/04/2016
Verizon Wireless	Airport		June 21 to July 20, 2016 Cell Phones	51.43	128618	08/04/2016
Verizon Wireless	Data Processing		Backup Router 6/24 to 7/23/16	10.04	128618	08/04/2016
		Total for	**Verizon Wireless**	**1,736.38**		
Vinnies Minn Snow						
Vinnies Minn Snow	Aquatic Park		Food for Resale-Aquatic Park	40.70	128782	08/12/2016
Vinnies Minn Snow	Aquatic Park		Food for Resale-Aquatic Park	123.20	128619	08/04/2016
Vinnies Minn Snow	Aquatic Park		Food for Resale-Aquatic Park	163.90	128511	07/29/2016
Vinnies Minn Snow	Aquatic Park		Food for Resale-Aquatic Park	122.10	128511	07/29/2016
Vinnies Minn Snow	Aquatic Park		Food for Resale-Aquatic Park	205.70	0	08/23/2016
		Total for	**Vinnies Minn Snow**	**655.60**		
Vinocopia, Inc						
Vinocopia, Inc	Liquor - Mdse for Resale		Liquor	229.17	128574	08/04/2016
Vinocopia, Inc	Liquor - Mdse for Resale		Freight	3.50	128574	08/04/2016
		Total for	**Vinocopia, Inc**	**232.67**		

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Vendor	Department		Description	Amount	Check Number	Check Date
Voss Cleaning Services, Inc.						
Voss Cleaning Services, Inc.	General Government Buildings		July 2016 Cleaning Services-City Hall	690.00	128783	08/12/2016
Voss Cleaning Services, Inc.	Fire Fighting		July 2016 Cleaning Services-Fire Dept	369.00	128783	08/12/2016
Voss Cleaning Services, Inc.	Incubator Building		July 2016 Cleaning Services-Incubator Bldg	80.00	128783	08/12/2016
Voss Cleaning Services, Inc.	Airport		July 2016 Cleaning Services-Airport	267.00	128783	08/12/2016
		Total for	**Voss Cleaning Services, Inc.**	**1,406.00**		
Waste Management Of So MN						
Waste Management Of So MN	Incubator Building		Refuse Removal July 2016 Incubator Bldg	279.82	128620	08/04/2016
Waste Management Of So MN	SMEC Building		Refuse Removal July 2016 SMEC	307.80	128620	08/04/2016
		Total for	**Waste Management Of So MN**	**587.62**		
Waters & Company						
Waters & Company	Police Administration		Recruitement for Police Chief	6,300.00	128784	08/12/2016
		Total for	**Waters & Company**	**6,300.00**		
Weiss						
Weiss	Non-departmental		Refund Check	0.82	128555	08/03/2016
Weiss	Non-departmental		Refund Check	0.03	128555	08/03/2016
Weiss	Non-departmental		Refund Check	0.54	128555	08/03/2016
Weiss	Non-departmental		Refund Check	0.28	128555	08/03/2016
		Total for	**Weiss**	**1.67**		
Westman Freightliner						
Westman Freightliner	Road & Bridge Equipment		Air Filter-Street Dept	99.00	0	08/23/2016
Westman Freightliner	Road & Bridge Equipment		D2 Gov-Street Dept	15.27	0	08/23/2016
Westman Freightliner	Road & Bridge Equipment		Tensioner-Street Dept	151.69	128512	07/29/2016
		Total for	**Westman Freightliner**	**265.96**		
Wiederhoeft Welding						
Wiederhoeft Welding	Aquatic Park		Pool Filter Repair	175.05	128785	08/12/2016
		Total for	**Wiederhoeft Welding**	**175.05**		
Winterboer						
Winterboer	Crime Control & Investigation		Supplies to build bench seats in the MRAP-HEAT Team	94.06	128621	08/04/2016
		Total for	**Winterboer**	**94.06**		
Ziegler, Inc.						
Ziegler, Inc.	Road & Bridge Equipment		Sensor-Street Dept	121.06	0	08/23/2016
Ziegler, Inc.	Road & Bridge Equipment		Clip & Injector Line-Street Dept	74.09	0	08/23/2016
Ziegler, Inc.	Road & Bridge Equipment		Seals & Gaskets-Street Dept	19.36	128820	08/17/2016
Ziegler, Inc.	Road & Bridge Equipment		Seals & Gaskets-Street Dept	136.35	128820	08/17/2016
Ziegler, Inc.	Road & Bridge Equipment		Seals & Gasket-Street Dept	128.12	128513	07/29/2016
Ziegler, Inc.	Road & Bridge Equipment		Fender Frame & Rod-Street Dept	574.87	128622	08/04/2016
Ziegler, Inc.	Road & Bridge Equipment		Oil & Fuel Filter-Street Dept	100.26	128622	08/04/2016
Ziegler, Inc.	Road & Bridge Equipment		Equipment Parts-Street Dept	17.64	128622	08/04/2016
Ziegler, Inc.	Road & Bridge Equipment		Injection Pump Gasket & O-Ring Street Dept	83.40	128622	08/04/2016
		Total for	**Ziegler, Inc.**	**1,255.15**		
				688,156.39		

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MINUTES OF THE FAIRMONT PLANNING COMMISSION

Regular Meeting
August 2, 2016
5:30 p.m. – Fairmont City Hall Council Chambers

Members present: Chris Pierce, Jenny Trushenski, Margaret Dillard and Ian Bents
Members absent: Ed Willett, Scott Unke
Others present: City Administrator Mike Humpal and Community Development Intern Matt Malvin

Chairman Pierce called the meeting to order at 5:30 p.m.

The **Agenda** was accepted as presented on a motion be Bents, seconded by Dillard and carried.

Minutes: The minutes of the July 19, 2016 meeting were approved as presented on a motion by Trushenski, seconded by Dillard and carried.

Annual Reviews: Humpal reviewed the two and home occupation permits up for review and presented staff's recommendation for both the permits to be renewed for another year. Trushenski made the motion to renew the permits as presented. The motion was seconded by Bents and it carried.

Public Hearings: None

Old Business: None

New Business:

A) Staff presented the request for a home occupation permit for **Donna Johnson** at **503 S. Prairie Avenue** for a seamstress business noting the city has several permits similar to this request with no problems. Humpal noted that his review of property the signage will need to be reduced to the allowed one (1) sign; six (6) square feet in keeping with keeping the residential character of the home. Staff recommends approval of the home occupation permit. Trushenski made the motion to approve the home occupation permit as presented. The motion was seconded by Dillard and carried.

There being no further business, Trushenski made the motion to adjourn the meeting at 5:40 p.m. The motion was seconded by Dillard and carried.

Respectfully submitted:

Mike Humpal, CEcD
City Administrator