

FAIRMONT CITY COUNCIL AGENDA

1. CALL TO ORDER -

- Regular meeting of the Fairmont City Council held on

MONDAY, AUGUST 8, 2016

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

2. ROLL CALL -

Mayor Quiring
Councilors: Anderson
Askeland
Clerc
Peters
Zarling

3. DETERMINATION OF QUORUM -

4. PLEDGE OF ALLEGIANCE

5. READINGS OF MINUTES -

5.1 Minutes of Regular Meeting, July 25, 2016 (01-02)

6. OPEN DISCUSSION -

6.1 Open Discussion (03)

7. RECOGNITIONS/PRESENTATIONS -

8. SCHEDULED HEARINGS –

- 8.1 Public Hearing – Ordinance 2016-04 Amending Fairmont City Code Article IV General Development Regulations (04)
 - 8.1a Hearing Notice (05)
 - 8.1b Ordinance 2016-04 (05a-05b)

- 8.2 Public Hearing – Property Abatements for the Zierke Built Manufacturing Project (06)
 - 8.2a Hearing Notice (07)
 - 8.2b Resolutoin 2016-28 (08-11)

9. ADMINISTRATIVE APPEALS –

- 9.1 Appeal of the Board of Zoning Appeal's Decision by Jon Omvig for his property at 523 Budd Lake Drive (12)
 - 9.1a Letter from Jon Omvig (13)
 - 9.1b Minutes of Board of Zoning Appeals, July 19, 2016 (14-18)

10. FINANCIAL REPORTS –

- 10.1 June 30, 2016 Investment Report (19)
 - 10.1a Memo from City Finance Director (20)
 - 10.1b Investment Schedule (21-23)

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

12. LICENSES AND PERMITS –

- 12.1 9/11 Mobile Exhibit – Tunnels 2 Tower Processional (parade Permit) (24)

12.1a Application	(25-26)
13. OLD BUSINESS –	
14. NEW BUSINESS –	
14.1 Goose Hunting	(27)
14.1a Memo from City Administrator with map	(28-29)
14.2 House Demolition Assistance	(30)
14.2a Letter and estimate	(31-32)
14.2b Property information	(33-36)
14.3 Guiding Life Wellness Service Agreement	(37)
14.3a Guiding Life Biometric Health Screening Brochure	(38-41)
14.3b Guiding Life Wellness Service Agreement	(42-49)
14.4 Declaration of Vacancy on the City Council	(50)
14.4a Resolution 2016-29	(51)
14.5 Rural and Urban Service Districts	(52)
14.5a Draft Ordinance 2016-05	(53-57)
15. REGULAR AND LIQUOR DISPENSARY BILLS –	
16. STATUS REPORTS/ORAL	
17. <u>ADJOURNMENT</u> –	
<u>ADDITIONAL ATTACHMENTS</u> –	

The minutes of the Fairmont City Council meeting held on Monday, July 25, 2016 at the City Hall Council Chambers.

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

Council Members Chad Askeland, Bruce Peters and Jim Zarling were present. Also in attendance: City Administrator Mike Humpal, City Attorney Elizabeth Bloomquist, Police Chief Greg Broisma 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 11, 2016.

During open discussion, Humpal announced that the Sheriff's Department lifted the no wake restriction on the Fairmont Lakes today.

Humpal also reminded everyone that on Thursday, July 28, 2016 at 11:00 a.m. – noon, the Minnesota Department of Health will present a water quality and safety presentation at the Southern Minnesota Educational Campus.

Council Member Peters made comment about agenda item 14.3, and the seven days to appeal a Board of Zoning Appeals decision. Peters stated that it is time to review the City Code and make some modifications.

Tim Penny, President/CEO of Southern Minnesota Initiative Foundation gave a presentation on the Foundation's activities and accomplishments, thanked the City for their past support and requested that the City continue to support the Southern Minnesota Initiative Foundation.

Allison Moeller and Kayley Shoen, Park Leaders in the Summer Pilot Free Play Ground and Park Program gave a power point presentation and summary of the program. Roni Dauer, Community Education and Recreation Director thanked the City for their support.

Council Member Zarling made a motion to approve a temporary on sale 3.2% beer license and a temporary on sale wine license for the Truman Fire Department Relief Association at the Martin County Fair, pending receipt of the liability insurance certificate. Council Member Askeland seconded the motion and the motion passed.

Council Member Zarling made a motion to approve the permit application of Charles A. Majeske for pyrotechnics at the August 17, 2016 performance of Hairball at the Martin County Fair. Council Member Askeland seconded the motion and the motion passed.

Council Member Peters made a motion to adopt **Resolution 2016-27**, authorizing the Mayor and City Clerk to execute State Grant Agreement No. 1026071 for the construction of the hangar area pavement project. Council Member Askeland seconded the motion. On roll call: Council Members Askeland, Clerc, Peters and Zarling all voted aye. No one voted nay. Mayor Pro-tem Clerc declared said motion carried.

Council Member Peters made a motion to call for a public hearing on August 8, 2016 at 5:30 p.m. to consider proposed **Ordinance 2016-04**, proposed amendment to Fairmont City Code,

Article IV General Development Regulations, adding Section 26-209 Temporary Family Health Care Dwellings. Council Member Zarling seconded the motion and the motion passed.

Council Member Peters made a motion to extend the date to hear Jon Omvig's right to appeal the Board of Zoning Appeals' decision to the Fairmont City Council meeting held on August 8, 2015. Council Member Askeland seconded the motion and the motion passed.

Council Member Peters made a motion to approve the payment of the July, 2016 bills in the amount of \$777,156.37. Council Member Askeland seconded the motion and the motion passed.

A motion was made by Council Member Askeland, seconded by Council Member Peters and carried to adjourn the meeting at 6:00 p.m.

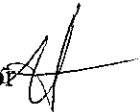
ATTEST:

Randy J. Quiring
Mayor

Patricia J. Monsen, City Clerk

MEETING DATE: August 8, 2016

SUBJECT: Open Discussion

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	----------	--------------------------	-------	-------------------------------------	-------	--------------------------	---------	--------------------------	------------	--------------------------	-----------

SUBJECT BACKGROUND:

INTRODUCED BY: Mayor Pro-tem Wes Clerc

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input checked="" type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	------------	--------------------------	-------	--------------------------	------------	--------------------------	-----------

<input type="checkbox"/>	Issuance	<input type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input checked="" type="checkbox"/>	No action needed	<input type="checkbox"/>	

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

MOTION: None

VOTE REQUIRED:


ATTACHMENTS:

1. _____
2. _____
3. _____

Council Action: _____ Date: _____

MEETING DATE: August 8, 2016

SUBJECT: Public Hearing – Ordinance 2016-04 Amending Fairmont City Code Article IV General Development Regulations

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input checked="" type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	----------	--------------------------	-------	--------------------------	-------	--------------------------	---------	-------------------------------------	------------	--------------------------	-----------

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON: Councilor Terry Anderson

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input checked="" type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input checked="" type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	------------	--------------------------	-------	-------------------------------------	------------	--------------------------	-----------

<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: The Fairmont Planning Commission is recommending an amendment to Fairmont City Code, Article IV General Development Regulations, adding Section 26-209 Temporary Family Heath Care Dwellings

MOTION #1: To close Public Hearing

VOTE REQUIRED MOTION #1: Simple majority

MOTION #2: To approve Ordinance No. 2016-04

VOTE REQUIRED MOTION #2: Simple majority – Roll Call

ATTACHMENTS:

- Hearing Notice
- Ordinance 2016-04

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. 2016-04:

**AN ORDINANCE AMENDING FAIRMONT CITY CODE
ARTICLE IV. GENERAL DEVELOPMENT REGULATIONS**

WHEREAS, on May 12, 2016, Governor Dayton signed into law the creation and regulation of temporary family health care dwellings, codified at Minn. Stat § 462.3593, which permit and regulate temporary family health care dwellings; and,

WHEREAS, subdivision 9 of Minn. Stat § 462.3593 allows cities to “opt out” of those regulations; and,

WHEREAS, the Fairmont Planning Commission held a public hearing on amending Article IV. General Development Regulations by adding City Code Section 26-209. Temporary Family Health Care Dwellings. No temporary family health care dwellings will be allowed in any residential districts of the City of Fairmont; and,

WHEREAS, the Planning Commission met on July 19, 2016 received public input, reviewed and discussed the proposed change; and,

WHEREAS, the Planning Commission recommends that the City Code be amended; and,

WHEREAS, after a public hearing the Fairmont City Council finds that it is in the best interest of the City to amend Article IV. General Development Regulations by adding City Code Section 26-209. Temporary Family Health Care Dwellings. No temporary family health care dwellings will be allowed in any residential districts of the City of Fairmont.

NOW THEREFORE THE CITY OF FAIRMONT DOES ORDAIN, the Fairmont City Code Article IV. General Development Regulations be amended by adding:

City Code Section 26-209. Temporary Family Health Care Dwellings. No temporary family health care dwellings will be allowed in any residential districts of the City of Fairmont.

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 8, 2016, at 5:30 p.m.

BY ORDER OF THE CITY OF FAIRMONT

/s/ Patricia J. Monsen

Patricia J. Monsen, City Clerk

ORDINANCE 2016-04

**AMENDING FAIRMONT CITY CODE ARTICLE IV. GENERAL
DEVELOPMENT REGULATIONS**

WHEREAS, on May 12, 2016, Governor Dayton signed into law the creation and regulation of temporary family health care dwellings, codified at Minn. Stat § 462.3593, which permit and regulate temporary family health care dwellings; and

WHEREAS, subdivision 9 of Minn. Stat § 462.3593 allows cities to “opt out” of those regulations;

WHEREAS, the Fairmont Planning Commission held a public hearing on amending Article IV. General Development Regulations by adding City Code Section 26-209. Temporary Family Health Care Dwellings. No temporary family health care dwellings will be allowed in any residential districts of the City of Fairmont; and

WHEREAS, the Planning Commission met on July 19, 2016 received public input, reviewed and discussed the proposed change; and

WHEREAS, the Planning Commission recommends that the City Code be amended; and,

WHEREAS, after a public hearing the Fairmont City Council finds that it is in the best interest of the City to amend Article IV. General Development Regulations by adding City Code Section 26-209. Temporary Family Health Care Dwellings. No temporary family health care dwellings will be allowed in any residential districts of the City of Fairmont.

NOW THEREFORE THE CITY OF FAIRMONT DOES ORDAIN, the Fairmont City Code Article IV. General Development Regulations be amended by adding:

City Code Section 26-209. Temporary Family Health Care Dwellings. No temporary family health care dwellings will be allowed in any residential districts of the City of Fairmont.

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

PASSED, APPROVED AND ADOPTED, this 8th day of August, 2016


Mayor

Patricia J. Monsen, City Clerk

First Reading: July 25, 2016
Second Reading: August 8, 2016

MEETING DATE: August 8, 2016

SUBJECT: Public Hearing – Property Tax Abatements for the Zierke Built Manufacturing Project

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input checked="" type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	----------	--------------------------	-------	--------------------------	-------	--------------------------	---------	-------------------------------------	------------	--------------------------	-----------

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Linsey Preuss, Economic Development Coordinator

COUNCIL LIAISON: Councilor Chad Askeland and Councilor Wes Clerc

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input checked="" type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input checked="" type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input checked="" type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
-------------------------------------	------------	-------------------------------------	-------	--------------------------	------------	--------------------------	-----------

<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: The Fairmont Economic Development Authority is recommending adopting the property tax abatement development agreement to Zierke Built Manufacturing with a maximum of \$231,000 over the 10 year period in exchange for the relocation of 35-40 jobs to Fairmont and creation of an additional 30 jobs.

MOTION #1: To close Public Hearing

VOTE REQUIRED MOTION #1: Simple majority

MOTION #2: To approve Resolution 2016-28.

VOTE REQUIRED MOTION #2: Simple majority – Roll Call

ATTACHMENTS:

- Hearing Notice
- Resolution 2016-28

Council Action: _____ Date: _____

CITY OF FAIRMONT

NOTICE OF PUBLIC HEARING
REGARDING PROPOSED PROPERTY TAX ABATEMENTS
FOR THE ZIERKE BUILT MANUFACTURING PROJECT

NOTICE IS HEREBY GIVEN that the City Council of the City of Fairmont, Minnesota, will hold a public hearing at a meeting of the Council beginning at 5:30 p.m., on Monday, August 8, 2016, to be held at the Fairmont City Hall, 100 Downtown Plaza, Fairmont, Minnesota, on the request of Zierke Built Manufacturing, Inc. (the "Company"), in connection with the proposed renovation of an existing building to accommodate the manufacturing of industrial custom fabricated products and to grant an abatement to the Company of property taxes to be levied by the City on Parcel ID Nos. 23-03800-30 and 23-31200-10 in the City (the "Property"). The total amount of the taxes proposed to be abated by the City on the Property for the years 2019 through 2028 is estimated to be not more than \$231,000.00. The City Council will consider granting a property tax abatement in response to the request.

The City Council will consider granting a business subsidy in response to the request. Information about the proposed business subsidy will be on file and available for public inspection at the office of the City Clerk at City Hall.

A person with residence in or the owner of taxable property in the granting jurisdiction may file a written complaint with the City if the City fails to comply with Sections 116J.993 to 116J.995, and no action may be filed against the City for the failure to comply unless a written complaint is filed.

All interested persons may appear at the public hearing and present their views orally or in writing. Anyone needing reasonable accommodations or an interpreter should contact the City Clerk's office at City Hall, telephone (507) 238-9461.

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 8, 2016

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Fairmont, Martin County, Minnesota, was duly called and held at the City Hall in said City on Tuesday, the 8th day of August, 2016, at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION 2016-28

RESOLUTION APPROVING PROPERTY TAX ABATEMENTS
AND AUTHORIZING EXECUTION OF
A TAX ABATEMENT AGREEMENT

BE IT RESOLVED by the City Council (the "Council") of the City of Fairmont, Minnesota (the "City"), as follows:

1. Recitals.

(a) The City has been requested to assist in financing the renovation of an existing building to accommodate the manufacturing of industrial custom fabricated products by Zierke Built Manufacturing, Inc. (the "Project"). The City proposes to use the abatement for the Project provided for in Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Abatement Law"), from the property taxes to be levied by the City on Parcel Identification Numbers 23-03800-30 and 23-31200-10 (the "Tax Abatement Property").

(b) It is proposed that the City will enter into a Tax Abatement and Business Subsidy Agreement (the "Tax Abatement Agreement"), which provides for the use of tax abatements to finance the Project.

(c) Martin County (the "County") is proposing to grant an abatement on the County's share of property taxes on the Tax Abatement Property in an amount not to exceed \$176,000 for a term of up to 10 years to assist in financing the Project.

(d) On this date, the Council held a public hearing on the question of the Abatement, and said hearing was preceded by at least 10 days but not more than 30 days prior published notice thereof at which all interested persons appeared and were heard.

(e) The City proposes to approve tax abatements on the City's Share of property taxes on the Tax Abatement Property in an amount not to exceed \$231,000 for a term of up to 10 years to finance a portion of the costs of the Project.

(f) The Abatement is authorized under the Abatement Law.

2. Findings for the Abatement. The City Council hereby makes the following findings:

(a) The tax abatement (the "Abatement") is the City's share of taxes on the Tax Abatement Property.

(b) The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.

(c) Granting the Abatement is in the public interest because it will provide employment opportunities in the City.

(d) The Tax Abatement Property is not located in a tax increment financing district.

(e) In any year, the total amount of property taxes abated by the City by this and other resolutions and agreements, does not exceed the greater of ten percent (10%) of the net tax capacity of the City for the taxes payable year to which the abatement applies or \$200,000, whichever is greater. The City may grant other abatements permitted under the Abatement Law after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Limit the allocation of the Abatement limit to such other abatements is subordinate to the Abatement granted by this resolution.

3. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

(a) The Abatement shall be for up to 10 years beginning with real estate taxes payable in 2017 and continuing through 2026, inclusive and shall not exceed \$231,000.

(b) The City will abate the Abatement as provided in this resolution.

(c) The Abatement shall be subject to all the terms and limitations of the Abatement Law.

4. Approval of Tax Abatement Agreement.

(a) The City Council hereby approves a Tax Abatement Agreement providing for payment of the Abatement in substantially the form submitted, and the Mayor and

Administrator are hereby authorized and directed to execute the Tax Abatement Agreement on behalf of the City.

(b) The approval hereby given to the Tax Abatement 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 Tax Abatement Agreement. The execution of the Tax Abatement Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Tax Abatement Agreement in accordance with the terms hereof.

The motion for the adoption of the foregoing resolution was made by member _____ and duly seconded by member _____ and, upon a vote being taken thereon after full discussion thereof, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Wes Clerc, Mayor Pro-tem

ATTEST:

Patricia J. Monsen, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF MARTIN)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Fairmont, Minnesota (the "City"), do hereby certify that attached hereto is a compared, true and correct copy of a resolution approving the abatement of property taxes by the City on behalf of Zierke Built Manufacturing, Inc., duly adopted by the City Council of the City on August 8, 2016, at a regular meeting thereof duly called and held, as on file and of record in my office, which resolution has not been amended, modified or rescinded since the date thereof, and is in full force and effect as of the date hereof, and that the attached Extract of Minutes as to the adoption of such resolution is a true and accurate account of the proceedings taken in passage thereof.


WITNESS my hand this ____ day of August, 2016.

Patricia J. Monsen, City Clerk

CITY OF FAIRMONT---AGENDA CONTROL SHEET---AGENDA ITEM NO. 9.1

MEETING DATE: August 8, 2016

SUBJECT: Appeal of the Board of Zoning Appeal's Decision by Jon Omvig for his property at 523 Budd Lake Drive

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	----------	--------------------------	-------	-------------------------------------	-------	--------------------------	---------	--------------------------	------------	--------------------------	-----------

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	------------	--------------------------	-------	--------------------------	------------	--------------------------	-----------

<input type="checkbox"/>	Issuance	<input type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: Jon Omvig of 523 Budd Lake Drive is appealing the decision of the Board of Zoning Appeals to the City Council. Mr. Omvig made a request for a side yard variance and was denied.

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

1. Letter from Jon Omvig
2. Minutes of Board of Zoning Appeals, July 19, 2016
3. _____

Council Action: _____ Date: _____

Mike Humpal, City Administrator
City Of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

Gentlemen,

I am hereby appealing to the City Council the decision of the Board of Zoning Appeals in regard to denial of a sideyard variance request I made at their Regular Meeting held on July 19, 2016.

As I am not a full time resident of the City, it is not possible for me to attend the Council meeting scheduled for July 25th.

I would appreciate your scheduling the meeting on August 8th, which I am able to attend. Should you have any questions regarding this request please contact me at (636) 795-7696.

Respectfully
Jon Omgig

cc
Mayor Pro-tem Wes Clerc
Chad Askeland, Ward 2 Councilman

Minutes of the Board of Zoning Appeals

Regular Meeting

July 19, 2016

4:30 p.m. – Fairmont City Hall Council Chambers

Board Members Present: Ron Davison, Ralph McMillan, Kent Unke, Mark Wescott.

Board Members Absent: Mike Riley

Others Present: Mike Humpal, City Administrator; Matt Malvin, Community Development Intern and Judy Bryan, Fairmont Sentinel

The meeting of the Board of Zoning Appeals was convened at 4:30 p.m. by Vice Chair McMillan.

Minutes: On a motion by Davison, seconded by Wescott it was unanimously decided to approve the minutes of the December 1, 2015 meeting as presented.

Vice Chair McMillan introduced a variance request by **Jon Omgig at 523 Budd Lake Drive**. The applicant is requesting a three foot interior side yard setback in lieu of the six foot required in City Code for a proposed garage/residence expansion. Community Development Intern Matt Malvin outlined City Staff's position on the proposed variance.

Jon Omgig is requesting a variance to allow a three (3) foot side yard setback in lieu of the six (6) foot setback required by the zoning code to expand the property owner's garage and add an addition to the home located at 523 Budd Lake Drive.

The property exists as a substandard lot of record with the lot width and side yard setbacks not meeting the requirements set forth in Chapter 26 of the Fairmont City Code. Setbacks aim to ensure adjoining properties are afforded access to adequate light and air.

Chapter 26 allows structures not meeting the required setbacks to be afforded the ability to be maintained, rebuilt, expanded and repositioned so long as they do not increase the area of development within the required setback.

The Community Development Department feels there are adequate solutions to the situation in which the area of substandard development would not increase. The contour of the land and the small lot size is common to many of the lakeshore properties within Fairmont. Granting of the variance would set a precedent as the circumstances within the request are not unique to a single property.

Recommendation:

The Community Development Department recommends a **denial** of the variance requested by Mr. Omgig before it in regard to the property located at 523 Budd Lake Drive.

On the grounds that:

1. The variance would confer a special privilege to the property owner, which is denied by this chapter to other lands, structures and buildings within the same area.
2. The garage could be rebuilt closer to the road (meeting front yard setback and building code) while maintaining its current side yard setback of five feet and current depth accompanied by an addition meeting the six foot setback and requiring no variance to the zoning code.
3. No special conditions exist.
4. If the City allows the variance the Board would have to approve anyone else along Budd Lake Drive, hence this sets a precedent that is inconsistent with 26-503(e).

Options:

1. Denial of the variance request on any or all of the grounds listed above.
2. Table the decision until next month.
3. Approve the variance request with or without conditions.

Next the Board heard from Jon Omvig.

Mr. Omvig first outlined his confusion with the application requirements, specifically#3 “statement why refusal of a variance would involve unnecessary hardship for the applicant”. Minnesota Supreme Court ruled against cities hardships statements. As a result, the legislature changed language from unnecessary hardship to practical difficulty. The application had not been changed, but City Code had reflected the change. Mr. Omvig conceded that the confusion did not change the process, but thought it important to point out. Mr. Omvig went on to support his request. (attached)

Staff reiterated to the Board of Zoning Appeals that there was little basis for the variance request, nor did it cause practical difficulty in that Mr. Omvig could build his garage and residence addition only two foot narrower, which would meet the existing setback and conform with the shoreland overlay district (26-503 (e)), which prohibits any expansion of a nonconforming setback.

The Board expressed their concerns for setting a precedence and discussed that there were other options to mitigate water run-off into the garage.

Unke motioned to deny the request for a variance based on City Staff summary and findings on the situation. The motion was seconded by Davison. The motion carried unanimously.

Chairman McMillan hearing no other business asked for a motion to adjourn. Motion by Wescott, seconded by Unke to adjourn at 4:57 p.m.

I am requesting a nonuse variance to the side yard setback. Currently I have a single car garage attached to the rear of the house, which is an allowed use in the R1 Single Family Zoning District. The foundation of the garage is damaged due to excess water flow into the garage. I am requesting a two foot reduction of the existing sideyard setback to allow relocation of the garage to the front/side of the house.

A hardship is caused by the fact that topography limits the ability to reconstruct a garage in the rear lot of the house. This is evidenced by the fact that all residences on the south side of Budd Lake Drive have garages located approximately even with the front of the house. Existing side yard setbacks on both sides of the lot are inadequate to allow construction of a garage without a sideyard variance (the west setback is currently 15.5 feet). Additionally, moving the garage to the front of the house increases the effective setback of the house from the top of the lakebank, which is a goal of the Shoreland Overlay District. Reducing the sideyard to three feet still provides adequate access to the rear lot, and does not negatively impact the adjacent property to the east. The hardship is not self-imposed, as the unsuitable topography is naturally occurring and the inadequate sideyard was in existence prior to my purchase of the property.

Topography of the lot falls about ten feet from the front of the house to the rear of the garage. Even though the garage is constructed on an elevated platform, it is still lower than the street. This results in sheetflow drainage down the driveway into the garage. This has caused a deterioration of the foundation, due to excess water during the spring/summer and freeze/thaw during the winter. The prior owner tried to alleviate the problem by adding an additional pour to the concrete floor, however it is inadequate to correct the drainage problem. Other corrections are not reasonable due to the relation of the garage to the house and to the adjacent residence. The images below illustrate the current location of the garage with the downhill drainage and the existing sideyard. They also illustrate that the adjacent property owner utilizes a concrete retaining wall and a series of terraces to control the steep grade between their garage, located in the front of the house, and their rear yard.

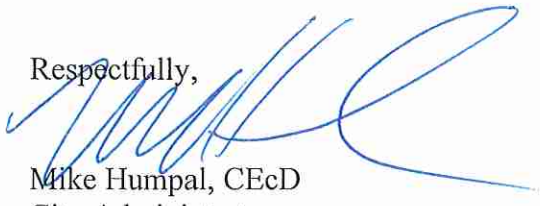




I am proposing to construct a new garage to line up approximately with the front of the house. This removes the condition where drainage flows into the front of the garage. The current garage maintains a five foot sideyard setback, and extends westward past the east side of the house. Moving the garage to the front of the house requires a reduction in the existing sideyard setback by two feet. The image below is a conceptual rendering of the single car garage located at the front of the house.




Respectfully,



Mike Humpal, CEcD
City Administrator

MEETING DATE: August 8, 2016

SUBJECT: June 30, 2016 Investment Report

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	----------	--------------------------	-------	-------------------------------------	-------	--------------------------	---------	--------------------------	------------	--------------------------	-----------

SUBJECT BACKGROUND: Paul Hoye, Finance Director

INTRODUCED BY: Paul Hoye, Finance Director

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input checked="" type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	------------	--------------------------	-------	--------------------------	------------	--------------------------	-----------

<input type="checkbox"/>	Issuance	<input type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input checked="" type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: The June 30, 2016 Investment report is attached for Council review.

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

1. Memo from City Finance Director
2. Investment Schedule
3. _____

Council Action: _____ Date: _____



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031
www.fairmont.org

Phone (507) 238-9461

Fax (507) 238-9469

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Paul Hoye, Finance Director
DATE: August 3, 2016
SUBJECT: June 30, 2016 Investment Report

=====

Attached is the June 30, 2016 investment schedule showing all of the investments held by the City on that date. The letter next to the investment in the investment policy column indicates the authorizing paragraph in the City’s investment policy. The full broker statements are available for inspection.

During the first half of the year, no investments were sold prior to maturity or expected call date. Total interest received through June 30th was \$138,288.09.

PH
Attachment

**City Of Fairmont
Investment Schedule
6/30/2016**

INV #	Broker	Investment Type	Investment Policy		Cusip	FDIC#	Purchase Date	Maturity Date	Investment Rate	Balance 1-1-16	Purchased	Redeemed	Balance 1-31-16	Date	Interest Received
	Wells Fargo	MM	C	Income					Variable	-	1,027,710.13	26,847.72	1,000,862.41		0.15
13-25	Wells Fargo	CD	B	Crystal Lake Bank, IL	229253CT4	34681	7/25/2013	8/15/2016	0.85	245,000.00			245,000.00	2/16	1,049.81
13-26	Wells Fargo	CD	B	Lake Forest Bank, IL	509685ES8	27589	7/25/2013	8/15/2016	0.85	245,000.00			245,000.00	2/16	1,049.81
15-3	Wells Fargo	CD	B	Capital One Bank	140420RH5	33954	1/22/2015	1/22/2018	1.25	248,000.00			248,000.00	1/22	1,562.74
15-19	Wells Fargo	CD	B	Worlds Foremost Bank	99000FJE9	57079	7/16/2015	7/16/2020	2.40	200,000.00			200,000.00	monthly	2,406.57
15-26	Wells Fargo	CD	B	Discover Bank Greenwood, DE	254672TD0	5649	8/5/2015	8/5/2020	2.30	145,000.00			145,000.00	2/5	1,681.21
15-29	Wells Fargo	CD	B	Everbank	29976DC24	34775	9/30/2015	9/30/2020	2.00	245,000.00			245,000.00	3/30	2,443.29
15-30	Wells Fargo	FHLMC	G	Step up - 2.00% YTM	3134G7M65		10/29/2015	10/29/2020	1.65	1,500,000.00		1,500,000.00	-	4/29	12,375.00
15-33	Wells Fargo	CD	B	Key Bank	49306SVK9	17534	10/28/2015	10/29/2018	1.35	230,000.00			230,000.00	4/28	1,556.75
15-34	Wells Fargo	FHLMC	G	Callable - 1.80% Coupon	3134G73P4		11/25/2015	11/25/2020	1.80	1,000,000.00		1,000,000.00	-	5/25	9,000.00
15-35	Wells Fargo	CD	B	Merrick Bank	59013JKS7	34519	10/30/2015	10/30/2017	1.05	249,000.00			249,000.00	monthly	1,310.82
15-36	Wells Fargo	CD	B	Webbank	947547HU2	34404	10/30/2015	2/28/2018	1.10	249,000.00			249,000.00	monthly	1,373.25
15-48	Wells Fargo	FHLMC	G	Step up - 2.082% YTM	3134G8AN9		12/30/2015	12/30/2020	1.90	1,000,000.00		1,000,000.00	-	3/30	4,750.00
16-01	Wells Fargo	FHLMC	G	Callable - 2.0% Coupon	3134G8GB9		1/29/2016	1/29/2021	2.00	-	1,000,000.00	1,000,000.00	-	4/29	5,000.00
16-02	Wells Fargo	CD	B	BankUnited Natl	068519BH1	58979	2/17/2016	2/20/2018	1.10	-	245,000.00		245,000.00		
16-05	Wells Fargo	FHLMC	G	Step up - 2.125% YTM	3134G8VB2		4/21/2016	4/21/2021	1.50	-	1,000,000.00		1,000,000.00		
16-08	Wells Fargo	FHLMC	G	Callable - 1.85% Coupon	3134G9DV6		5/26/2016	5/26/2021	1.85	-	1,500,000.00		1,500,000.00		
16-14	Wells Fargo	FHLMC	G	Step up - 1.906% YTM	3134G9MD6		6/30/2016	6/30/2021	1.60	-	1,000,000.00		1,000,000.00		
16-17	Wells Fargo	CD	B	Silvergate Bank	828373FD7	27330	6/17/2016	6/18/2018	1.05	-	245,000.00		245,000.00		
6-18	Wells Fargo	FHLMC	G	Step up - 1.814% YTM	3134G9YM3		6/22/2016	7/21/2021	1.50	-	1,000,000.00		1,000,000.00		
									Wells Fargo Totals	5,556,000.00	7,017,710.13	4,526,847.72	8,046,862.41		45,559.40
													101-00000-10400		
	RBC	MM	C	Income					Variable	-			-		6.32
12-17	RBC	CD	B	Transportation Alliance Bank, UT	89387W5T8	34781	12/12/2012	12/12/2017	0.75	249,000.00		249,000.00	-	monthly	915.51
13-09	RBC	CD	B	Washington Fed Seattle	938828AB6	28088	5/30/2013	5/30/2017	0.75	249,000.00			249,000.00	monthly	936.30
13-16	RBC	CD	B	American Express Centurian Bk	02587DPR3	27471	6/27/2013	7/5/2016	1.10	247,000.00			247,000.00	1/5	1,369.67
13-20	RBC	CD	B	Medallion Bank, UT	58403BE51	57449	7/11/2013	7/25/2016	1.00	248,000.00			248,000.00	1/25	1,250.19
13-27	RBC	CD	B	Compass Bank, AL	20451PBN5	19048	7/25/2013	7/31/2018	1.70	247,000.00			247,000.00	2/1	2,116.76
13-35	RBC	CD	B	Ally Bank, UT	02006LCE1	57803	11/14/2013	11/14/2016	1.10	248,000.00			248,000.00	5/16	1,360.28
13-39	RBC	CD	B	Lake Sunapee Bank	510888AE2	31953	11/21/2013	11/21/2017	1.40	249,000.00			249,000.00	monthly	1,747.77
13-40	RBC	CD	B	Firstbank PR Santurce	33764JJ22	30387	11/22/2013	5/23/2016	0.90	249,000.00		249,000.00	-	monthly	939.37
13-41	RBC	CD	B	Goldman Sachs	38147JPG1	33124	11/25/2013	11/21/2016	1.00	248,000.00			248,000.00	5/20	1,236.60
13-42	RBC	CD	B	Sallie Mae	795450RL1	58177	11/25/2013	11/20/2017	1.55	248,000.00			248,000.00	5/20	1,916.73
14-02	RBC	CD	B	Lake City Bk, Warsaw IN	508176CF9	13102	1/13/2014	1/29/2016	0.55	249,000.00		249,000.00	-	monthly	116.31
14-11	RBC	CD	B	Belmont Svgs Bank	080515AW9	23901	8/4/2014	2/5/2018	1.25	249,000.00			249,000.00	2/4	1,569.04
14-13	RBC	CD	B	Bank North Carolina	06414QTR0	33527	12/19/2014	6/19/2017	0.90	249,000.00			249,000.00	monthly	1,123.56
14-14	RBC	CD	B	BMW Bank, Salt Lake City UT	05590ABA1	35141	12/10/2014	12/11/2017	1.45	248,000.00			248,000.00	6/10	1,802.93

15-6	RBC	CD	B	Cardinal Bank	14147VEJ1	34733	1/30/2015	7/31/2017	1.00	249,000.00		249,000.00	monthly	1,248.42	
15-7	RBC	CD	B	First Niagara Bk Natl Assn	33583CNH8	16004	3/13/2015	3/13/2017	0.85	248,000.00		248,000.00	3/14	1,051.11	
15-8	RBC	CD	B	Frontier Bank	359067CH6	33922	4/22/2015	1/22/2019	1.35	249,000.00		249,000.00	monthly	1,685.37	
15-18	RBC	CD	B	State Bank of India	856283YS9	33682	7/16/2015	7/16/2019	2.00	247,000.00		247,000.00	1/19	2,490.30	
15-24	RBC	CD	B	Capital One National Assn	14042E4S6	4297	7/15/2015	7/15/2019	1.95	247,000.00		247,000.00	1/15	2,428.04	
15-25	RBC	CD	B	Bank of China	06426TLE7	33653	7/29/2015	4/29/2016	0.50	249,000.00	249,000.00	-	4/29	938.01	
15-27	RBC	CD	B	Midland State Bank	59774QEW8	1040	8/26/2015	8/28/2017	1.20	249,000.00		249,000.00	2/26, 5/26	1,489.91	
15-28	RBC	CD	B	Marlin Business Bank	57116AKH0	58267	9/25/2015	7/25/2017	1.00	248,000.00		248,000.00	3/28	1,236.60	
15-31	RBC	CD	B	Bank Hapoalim	06251AK25	33686	10/9/2015	10/9/2020	2.00	247,000.00		247,000.00	4/11	2,476.77	
15-45	RBC	FHLMC	G	Step up 2.007% YTM	3134G82A6		11/25/2015	11/25/2020	1.50	1,000,000.00	1,000,000.00	-	5/25	7,500.00	
15-46	RBC	CD	B	Wex Bank, UT	92937CDF2	34897	11/20/2015	11/20/2017	1.10	248,000.00		248,000.00	5/20	1,960.26	
15-47	RBC	CD	B	Enerbank, UT	29268NU62	57293	11/27/2015	11/27/2020	1.95	249,000.00		249,000.00	monthly	2,434.38	
16-03	RBC	CD	B	Bank India NY	06279HGY3	33648	2/11/2016	2/8/2017	0.85	-	247,000.00	247,000.00			
16-09	RBC	CD	B	Whitney Bank	966594AR4	12441	4/20/2016	4/20/2017	0.70	-	248,000.00	248,000.00			
16-10	RBC	CD	B	Home Savings & Loan	43731LBB4	28114	5/31/2016	12/31/2020		-	95,580.00	95,580.00			
16-11	RBC	CD	B	Bank of the West	06426XJB7		5/31/2016	10/29/2020		-	194,880.00	194,880.00			
16-12	RBC	FHLMC	G	Step up 1.866% YTM	3134G8NU7		6/16/2016	6/16/2021	1.50	-	810,000.00	810,000.00			
16-15	RBC	CD	B	Firstbank PR Santurce	33767AZQ7	30387	6/10/2016	6/11/2018	1.00	-	249,000.00	249,000.00			
										RBC Totals	7,207,000.00	1,844,460.00	1,996,000.00	7,055,460.00	44,746.49
														101-00000-10405	
	Morgan/Stan	MM	C	Income						63,390.67	14,317.67		77,708.34		
13-04	Morgan/Stan	CD	B	Comenity Bank (Formerly World Financ	20099AGK7	27499	4/3/2013	4/4/2016	0.85	200,000.00	200,000.00	-	monthly	577.53	
13-06	Morgan/Stan	CD	B	Cathay Bank	149159HS7	18503	4/24/2013	4/30/2018	1.00	245,000.00		245,000.00	monthly	1,228.35	
13-08	Morgan/Stan	CD	B	CIT Bank, Salt Lake City, UT	17284CDM3	35575	5/8/2013	5/8/2018	1.20	245,000.00		245,000.00	5/9	1,465.97	
13-24	Morgan/Stan	CD	B	Discover Bank Greenwood, DE	254671SQ4	5649	7/19/2013	7/25/2016	1.10	100,000.00		100,000.00	1/24	554.52	
14-03	Morgan/Stan	CD	B	Third Federal, Cleveland, OH	88413QAK4	30012	3/4/2013	12/21/2017	1.10	245,000.00		245,000.00	3/21	1,343.81	
14-04	Morgan/Stan	CD	B	1st Merchants Bank, Muncie, IN	32082BCU1	4365	3/4/2013	9/21/2018	1.40	245,000.00		245,000.00	3/21	1,710.30	
15-44	Morgan/Stan		G	Step up 2.03% YTM	3136G2V20		12/14/2015	12/14/2020	1.375	1,000,000.00		1,000,000.00	6/14	6,875.00	
16-04	Morgan/Stan	CD	B	Comenity Bank (Formerly World Financ	20099ATU1	27499	4/6/2016	4/6/2021	1.80	-	200,000.00	200,000.00	monthly	562.19	
										Morgan Stanley Totals	2,343,390.67	214,317.67	200,000.00	2,357,708.34	14,317.67
														101-00000-10420	
	MultiBank Securities	MM	C	Income						-	-				
13-31	MultiBank Securities	CD	B	Bank of Baroda, NY	0606247B3	33681	11/12/2013	11/13/2018	2.15	249,000.00		249,000.00	5/12	2,669.42	
13-32	MultiBank Securities	CD	B	Synchrony Bank (Formerly GE Cap Ret	36160NZM4	27314	11/15/2013	11/15/2018	2.05	249,000.00		249,000.00	5/16	2,545.26	
13-33	MultiBank Securities	CD	B	Comenity Cap Bank, UT	20033ADQ6	57570	11/25/2013	11/24/2017	1.50	249,000.00		249,000.00	monthly	1,872.62	
14-07	MultiBank Securities	CD	B	Barclays Bank, DE	06740KGF8	57203	5/21/2014	4/16/2018	1.45	248,000.00		248,000.00	4/15	1,802.93	
15-4	MultiBank Securities	CD	B	Fidelity Bank, Atlanta	361041CF7	21440	1/15/2015	6/17/2016	0.60	199,950.00	199,950.00	-	6/17	601.64	
15-16	MultiBank Securities	CD	B	Oriental Bank	686184VN9	31469	7/2/2015	12/30/2016	0.80	249,000.00		249,000.00	6/30	998.73	
15-17	MultiBank Securities	CD	B	American Express	02587CDK3	35328	7/8/2015	7/9/2018	1.65	249,000.00		249,000.00	1/8	2,071.13	
15-21	MultiBank Securities	CD	B	Banco Popular	05967E4M8	34968	7/29/2015	1/30/2017	0.90	249,000.00		249,000.00	1/29	1,129.71	
15-22	MultiBank Securities	CD	B	Dollar Bank	25665QAT2	32245	7/29/2015	7/30/2018	1.40	249,000.00		249,000.00	1/29	1,757.33	

MEETING DATE: August 8, 2016

SUBJECT: 9/11 Mobile Exhibit – Tunnels 2 Tower Processional (parade permit)

REVIEWED BY: Mike Humpal, CEcD, City Administrator *MH*

SUBJECT INITIATION BY:

<input checked="" type="checkbox"/>	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:

<input checked="" type="checkbox"/>	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1 st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2 nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff		Board		Commission		Committee
	Issuance	<input checked="" type="checkbox"/>	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: The Middle Nine Fire Department Association is sponsoring the 9/11 Mobile Exhibit – Tunnels 2 Tower Processional on Sunday, August 14, 2016. The Association has applied for an event permit for the parade. The route and activity is outlined on the event application.

MOTION: To approve the event permit for Middle Nine Fire Department Association for August 14, 2016.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Application

Council Action: _____ Date: _____



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: SUN AUG 14, 2016

Permit Fee: \$15.00 waived

Event: 9/11 Mobile Exhibit - Tunnels 2 Tower procession

Sponsoring entity: MIDDLE NINE FIRE DEPT ASSN

Address: PO Box 386, FAIRMONT

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

Event coordinator(s): Roger Carlson

Contact Info: 507 236 5056 Phone #

roger@rcarlsonphotography.com E-mail

Primary contacts (during event):

Name: Roger Carlson

Name: Jay Mulso

Cell#: 236 5056

Cell#: 507 841-2742

E-mail: roger@rcarlsonphotography.com

E-mail: Jay.Mulso@agco.com

Event Start: Day/Date SUN Aug 14

Time: Approx 5:30

Event End: Day/Date " "

Time: Approx 6:00

Setup: Day/Date Sun Aug 14

Start time: Approx 4:30

End Time: Approx 6:30

Teardown: Day/Date _____

Start time: _____

End Time: " "

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

PARADE/PROCESSIONAL of 9/11 mobile exhibit trailer, AREA FD FIRE TRUCKS, Patriot Guard + Red Knight motorcycles, area law enforcement + ambulance vehicles

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.

FROM 102 EXIT TO BLUE EARTH Ave, west on Blue Earth Ave to Bixby Corner, north to fairgrounds

3. Will outside drinking water or waste collection systems be supplied? N/A Yes; ___ 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; ___ No N/A
 If yes, provide the written plans.

5. Will organizers allow outside food wagon/vendors at the event? N/A Yes; ___ 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): N/A Yes; ___ 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? N/A Yes; ___ No
 If yes, please describe: _____

8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? X Yes; ___ No one intersection on Blue Earth Ave to be determined
 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 R. Carlson Title Co-Chair Date 7/22/16

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: <u>7/22/16</u>	Received by: <u>Warred - Non-profit org.</u>	
Requires Council Approval	<u>✓</u> Yes; ___ No	Council Meeting Date: <u>Aug 8, 2016</u>	Action:
City Administrator Approval	Yes	No	Date

- Permit distribution:
- ___ City
 - ___ Applicant
 - ___ Police
 - ___ Parks/Streets
 - ___ Other

MEETING DATE: August 8, 2016

SUBJECT: Goose Hunting

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	----------	--------------------------	-------	-------------------------------------	-------	--------------------------	---------	--------------------------	------------	--------------------------	-----------

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<input checked="" type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
-------------------------------------	------------	--------------------------	---------	--------------------------	------------	--------------------------	-----------

<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: The city council approved goose hunting in the city limits on private land zoned agriculture in 1998, 2000 and 2014. Since that time annual goose hunting has been allowed. The council should review our policies and reauthorize city limit goose hunting.

MOTION: To authorize goose hunting in the city limits of Fairmont on private land zoned Ag Transition during goose hunting seasons as set by the state of Minnesota.

VOTE REQUIRED: Simple Majority

ATTACHMENTS:

1. Memo from City Administrator with map
2. _____
3. _____

Council Action: _____ Date: _____



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031
www.fairmont.org

Phone (507) 238-9461

Fax (507) 238-9469

MEMO

DATE: August 5, 2016
TO: Mayor, City Council and Management Staff
FROM: Mike Humpal, City Administrator
RE: Goose Hunting in the City Limits

In May of 1998, the City Council approved goose hunting in the city limits on privately owned land only. Other restrictions included that:

- Goose was the only species allowed and did not include ducks, pheasants, etc.
- Hunters must obtain a permit from the City Clerk.
- Hunters must prove in writing they have permission from the land owner.
- Hunting would be allowed within 1,000' of an occupied dwelling with the permission of the land owner.
- All other State and Federal hunting regulations would apply.

The special hunting regulations were to be reviewed in two years. On September 25, 2000, the City Council authorized hunting in the City limits for an additional two years. Since that time, goose hunting within the same perimeters has been allowed each year. Approximately 45 special permits are issued by the City Clerk each year. The practice has taken place now for fifteen years without any major incidents or complaints.

Hunting is limited to specific land that is zoned agriculture and is not allowed on any City owned property. A map of allowable lands is attached for your review.

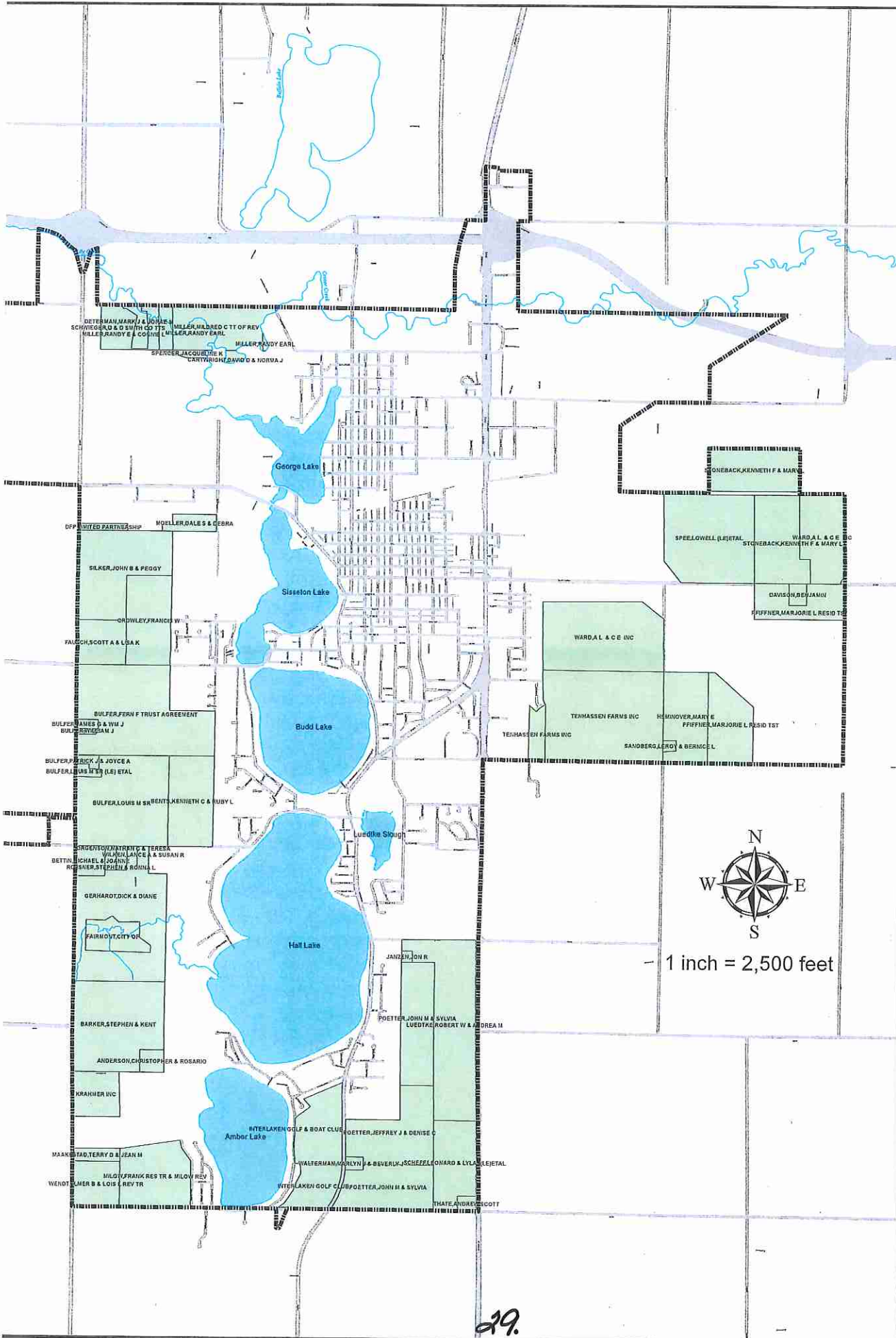
I have had discussions with the Chief of Police, Sheriff and Conservation Officer. All expressed they received few complaints and are generally supportive of City limit hunting.

Since it's been a couple years since last reviewed, I would like the City Council to discuss and take public comment at the August 8, 2016 meeting. Staff's recommendation will be to continue to allow goose hunting in city limits on private agriculture land during the goose seasons as set by the State of Minnesota.

MH:pjm
Attachment

C I T Y O F L A K E S

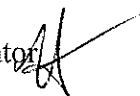
Goose Hunting Allowed in City Limits



29.

MEETING DATE: August 8, 2016

SUBJECT: House Demolition Assistance

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input checked="" type="checkbox"/>	Petition		Board		Staff		Council		Commission		Committee
-------------------------------------	----------	--	-------	--	-------	--	---------	--	------------	--	-----------

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON: None

TYPE OF ACTION:

<input checked="" type="checkbox"/>	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1 st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2 nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff		Board		Commission		Committee
	Issuance	<input checked="" type="checkbox"/>	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: June of this year staff started the hazardous building process on the property located at 1316 N. Park Street owned by Richard Stefanske. This house has been vacant for several years and is uninhabitable since 2012. The house has been a neighborhood eyesore for the past several years. Mr. Stefanske is requesting the City Council assist in demolition cost of 50% up to the total of \$5,000.00 to be reimbursed.

MOTION: To approve or deny demolition assistance at 50% of the actual cost up to \$5,000.00.

VOTE REQUIRED: Simple majority.

ATTACHMENTS:

1. Letter and estimate.
2. Property information
3. _____

Council Action: _____ Date: _____

Application for City Assistance with Housing Demolition Retaining Ownership of the Property	
Name	Richard Stefanske
Address	208 Winnebago Ave.
Phone #	235-9842
Address of building to be demolished	1316 N. Park St.
Current year assessed market value	24,300
Year built	1946 / 1954 ?
Year last building permit issued; for what purpose	-
Is the building vacant	<u>yes</u> Yes _____ No
Is the building uninhabitable based on safety inspection	<u>yes</u> Yes _____ No
Are the property taxes current	<u>yes</u> Yes _____ No
What is the estimated cost of rehabilitation to make the property habitable	\$ 40,000
Explain the reuse of the property post demolition	garden area
City cost share requested	\$ 3,600

Attachments:

- Pictures: front/back/side
- Proof property taxes are paid
- Proof of ownership-deed
- Environmental inspection
- Demolition cost estimates

For City Use:	
Date application received:	7/15/16
Date presented to City Council:	8/8/16
Council action:	_____ Approve _____ Deny
If approved, date demolition permit issued:	



1988 135th Street
 Fairmont, MN 56031
 www.beemercompanies.com

Ph. (507) 235-6779
 Fax. (507) 235-6722

PROPOSAL SUBMITTED TO	PHONE	DATE
Richard Stafanske	235-9842	7/15/2016

STREET
 208 Winnebago Ave

CITY, STATE, & ZIP CODE	ARCHITECT
Fairmont, MN 56031	none

JOB NAME	JOB LOCATION	JOB PHONE
1316 N. Park Demo	Fairmont, MN	none

WE HEREBY SUBMIT SPECIFICATIONS AND PROPOSALS FOR:

Demo house at 1316 N. Park st. Fairmont, MN
 Demo and dispose of house, remove concrete basement walls, backfill basement, place black dirt over basement area. Cap sewer and water behind sidewalk.
Base Bid: \$7,200.00

Alternate Add:
 Hydro seeding and Mulch \$800.00
 Abestos Survey \$550.00

Items not included: hazardous materials, household garbage, testing, abatement, damage to concrete, permits.

We propose hereby to furnish the material & labor - complete with above specifications, for the Proposal sum of:

Dollars: \$7,200.00

Payments to be made as follows: Completion

Interest charge of 1.5% will be charged 30 days after invoice.

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charge over and above the PROPOSAL. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. BC employees are fully covered by Workman's Comp. Insurance.

Authorized Signature _____

Note: This PROPOSAL may be withdrawn by BC if not accepted
WITHIN 20 DAYS.

Acceptance of PROPOSAL - The above prices, specifications & conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

	2017 Assessment	2016 Assessment	2015 Assessment	2014 Assessment
+ Estimated Land Value	\$11,600	\$10,100	\$9,300	\$8,700
+ Estimated Building Value	\$14,300	\$14,200	\$14,000	\$24,200
+ Estimated Machinery Value	\$0	\$0	\$0	\$0
= Total Estimated Market Value	\$25,900	\$24,300	\$23,300	\$32,900

Taxation

	2016 Payable	2015 Payable	2014 Payable
Total Estimated Market Value	\$24,300	\$23,300	\$32,900
- Exempt Value	\$0	\$0	\$0
- Excluded Value	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0
= Taxable Market Value	\$24,300	\$23,300	\$32,900
Net Taxes Payable	\$315.00	\$277.00	\$417.00
+ Special Assessments	\$69.00	\$69.00	\$69.00
= Total Taxes Payable	\$384.00	\$346.00	\$486.00

IF YOU OWE BACK TAXES PLEASE CALL THE AUDITOR/TREASURER OFFICE

Unpaid Taxes

	2016 Payable
Unpaid Tax	\$157.50
+ Unpaid Spec Asmt	\$34.50
+ Unpaid Fees	\$0.00
+ Unpaid Penalty	\$0.00
+ Unpaid Interest	\$0.00
= Unpaid Total	\$192.00

Tax Payments

[Click here to pay property taxes](#)

You must have the Parcel ID and tax amounts to proceed to make a payment. If paying delinquent taxes, payment must be applied to the most recent delinquent year first. Note: Fees will apply for online payments

Taxes Paid - Current

Receipt #	Receipt Print Date	Bill Pay Year	Amt Adj	Amt Write Off	Amt Charge	Amt Payment
345339	5/16/2016	2016	\$0.00	\$0.00	\$0.00	(\$192.00)
326238	10/13/2015	2015	\$0.00	\$0.00	\$0.00	(\$173.00)
319026	5/15/2015	2015	\$0.00	\$0.00	\$0.00	(\$173.00)
299580	10/13/2014	2014	\$0.00	\$0.00	\$0.00	(\$243.00)



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031
www.fairmont.org

Phone (507) 238-9461

Fax (507) 238-9469

June 30, 2016

Mr. Richard Stefanske
208 Winnebago Avenue
Fairmont MN 56031

RE: 1316 N. Park Street
Order to Correct Building Code Violation

Dear Mr. Stefanske:

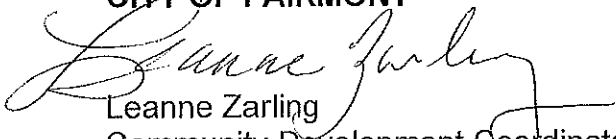
This is a follow up to your meeting with Mr. Doug Harstad on Friday, June 24th. Mr. Harstad indicated that you may be interested in demolishing the structure and inquired if there was financial assistance available. I have enclosed a copy of the program the City of Fairmont offers.

You should let us know your intent for the property within 20-days of receipt of the order or July 15, 2016.

If you have any questions, contact Doug Harstad or myself.

Very truly yours,

CITY OF FAIRMONT


Leanne Zarling
Community Development Coordinator

Enclosure

LZ



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031
www.fairmont.org

Phone (507) 238-9461

Fax (507) 238-9469

Date: 06-23-15

ORDER TO CORRECT BUILDING CODE VIOLATION

To: Mr. Richard Stefanske
208 Winnebago Avenue
Fairmont, MN 56031

From: City of Fairmont
Building Official
100 Downtown Plaza
Fairmont, MN 56031

Re: 1316 N. Park Street (Lot 13, Block 3, Lake George Addition)
Fairmont, MN 56031
Hazardous Conditions

Dear Mr. Stefanske:

PLEASE TAKE NOTICE, that upon inspections conducted on June 23, 2016, the above described property has been found to be in violation of the MN State Building Code and is a hazardous building or condition as defined by MN Statute §463.15 Subd. 3. During the inspection the Fairmont Building Official, Douglas Harstad, observed the following Building Code violations:

House:

1. Roof shingles are in need of replacement.
2. The roof is sagging inward, possible cause is over-spanned roof rafters.
3. Siding is falling off building, need of replacement.
4. Storm door is falling off at side entrance.
5. Window sills are rotted out.
6. All windows and window frames will need to be replaced.
7. All doors and door frames will need to be replaced.
8. Trees and vines growing too close to the house and foundation.
9. Foundation wall is cracked at corner. The foundation walls are leaning outward.
10. All basement windows are boarded up.
11. No exterior landing at front door.
12. Front door blocked by vines.
13. All utilities to the building have been turned off and have been disconnected or removed from building.

YOU ARE HEREBY ORDERED, pursuant to Minnesota Statutes §463.17, to take the following described action or actions to correct the Building Code violations:

1. Allow the building to be further inspected to assess any interior damage or code violations due to the dilapidated building.
2. Have the building inspected by a structural engineer to verify stability of the structure.
3. Contact City Offices and apply for a building permit to complete the corrections needed for repairing the structure.
4. Repair the above stated items and any additional items revealed in an inspection of the entire building.
5. Or raze the buildings and clear the site (a demolition permit will be required).

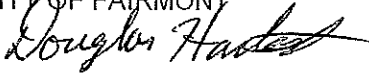
You must comply with this order to correct the above described building code violations and hazards within 60 days of receiving this order. If you do not comply with this order within 60 days the City of

Fairmont will bring a motion for Summary Enforcement of this order in the District Court of Martin County (Resolution 2010-38).

You may enter an answer to this order within (20) days, if you believe any of the facts stated herein are incorrect. You may serve your answer upon the City of Fairmont in the manner proscribed in the Minnesota Rules of Civil Procedure.

If you have any questions please contact our office. Thank you for your prompt attention to this matter.

Sincerely,
CITY OF FAIRMONT




Douglas Harstad
Building Official

Cc: Elizabeth Bloomquist, Fairmont City Attorney
Mike Humpal, CEcD, Fairmont City Administrator

MEETING DATE: August 8, 2016

SUBJECT: Guiding Life Wellness Service Agreement

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	----------	--------------------------	-------	-------------------------------------	-------	--------------------------	---------	--------------------------	------------	--------------------------	-----------

SUBJECT BACKGROUND: Paul Hoye, Finance Director

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<input checked="" type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: In order to help control the ever increasing cost of medical care, City Staff believes it would be a wise investment to implement a wellness program for City employees. The 49-point biometric health screening that would be offered to employees would provide the City and employees a personal wellness profile, which would not only be a benefit to our employees, but it would have the potential to eliminate or reduce future high dollar claims. In order to get the participation needed to make this an effective program, the City would offer employees and their spouses if they are covered by the City's health plan, a \$100 benefit per screening.

MOTION: To approve the 3 year Wellness Service Agreement with Guiding Life.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Guiding Life Wellness Service Agreement
2. Guiding Life Biometric Health Screening Brochure

Council Action: _____ Date: _____

Biometric Health Screening

*A simple, 10-minute session
for a lifetime of benefits*

How healthy are you?

Do you work out? Eat right? Drink plenty of water? Wear sunscreen?
Cook your chicken to 165° F? Buckle your seatbelt?

Great! Keep it up. You're doing your part to live a long, healthy, happy life.
But remember, cancer doesn't care if you lift weights. And all the steamed
kale in the world won't reverse a genetic disposition to heart disease.

So how do you know how healthy you really are?

GuidingLife

Knowing what's in your blood can greatly improve your long-term health.

Guiding Life has developed a 49-point biometric screening to provide you with a comprehensive personal health profile.

Heart

Total Cholesterol
HDL
LDL
VLDL
Triglycerides
LDL/HDL Ratio
Total/HDL Ratio
Estimated CHD Risk

Liver

Total Protein
Albumin
Total Bilirubin
Alkaline Phosphatase
LDH
GGT
AST
ALT
Globulin
A/G Ratio

Kidney

BUN
Creatinine
BUN/Creatinine Ratio
Sodium
Potassium
Chloride
Calcium
Phosphorus

BMI

Blood Pressure

CBCs

Iron
WBC
RBC
Hemoglobin
Hematocrit
MCV
MCH
MCHC
RDW
Platelets
Neutrophils
Lymphs
Monocytes
EOS
Basos
Neutrophils (Absolute)
Lymphs (Absolute)
Monocytes (Absolute)
EOS (Absolute)
Basos (Absolute)

Diabetes

Glucose
HbA1c (Reflex)

Respiratory

Carbon Dioxide

Nutritional

Uric Acid

Waist

Circumference

This comprehensive screening gives you critical information about your body. By doing this screening annually, changes in your blood chemistry can be detected to give your doctor an early warning sign of potential problems.

Studies continue to prove that early detection and preventative healthcare are the best ways to improve your long-term quality of life and lower your healthcare expenses.

Identifying the warning signs in your blood and taking preventative steps is cheaper, more effective, and far less invasive than solving problems on the operating table.



1. Lower Healthcare Premiums

Companies that participate in the Guiding Life Biometric Health Screening receive an overall health grade for their company. By participating annually, you play a critical role in helping control health care costs—which translates into more money in your pocket.

2. Improved Employee Health

Many employers have seen first-hand the toll a heart attack or battle with cancer can have on valued employees and their company. Not just from a productivity perspective, but on a personal, emotional level as well. If they can do something to prevent another devastating health loss in their organization, they're going to do it.

Your company has opted to participate in this biometric health screening at no cost to you. Take advantage of this potentially life-saving opportunity.

Important Note on Privacy:

The Guiding Life Biometric Health Screening is fully HIPAA compliant. Your health data is yours and yours alone. The only information your employer receives is an overall company health score they can use to help negotiate healthcare premiums. By law, your individual data is provided solely to you to keep or share with your healthcare provider.

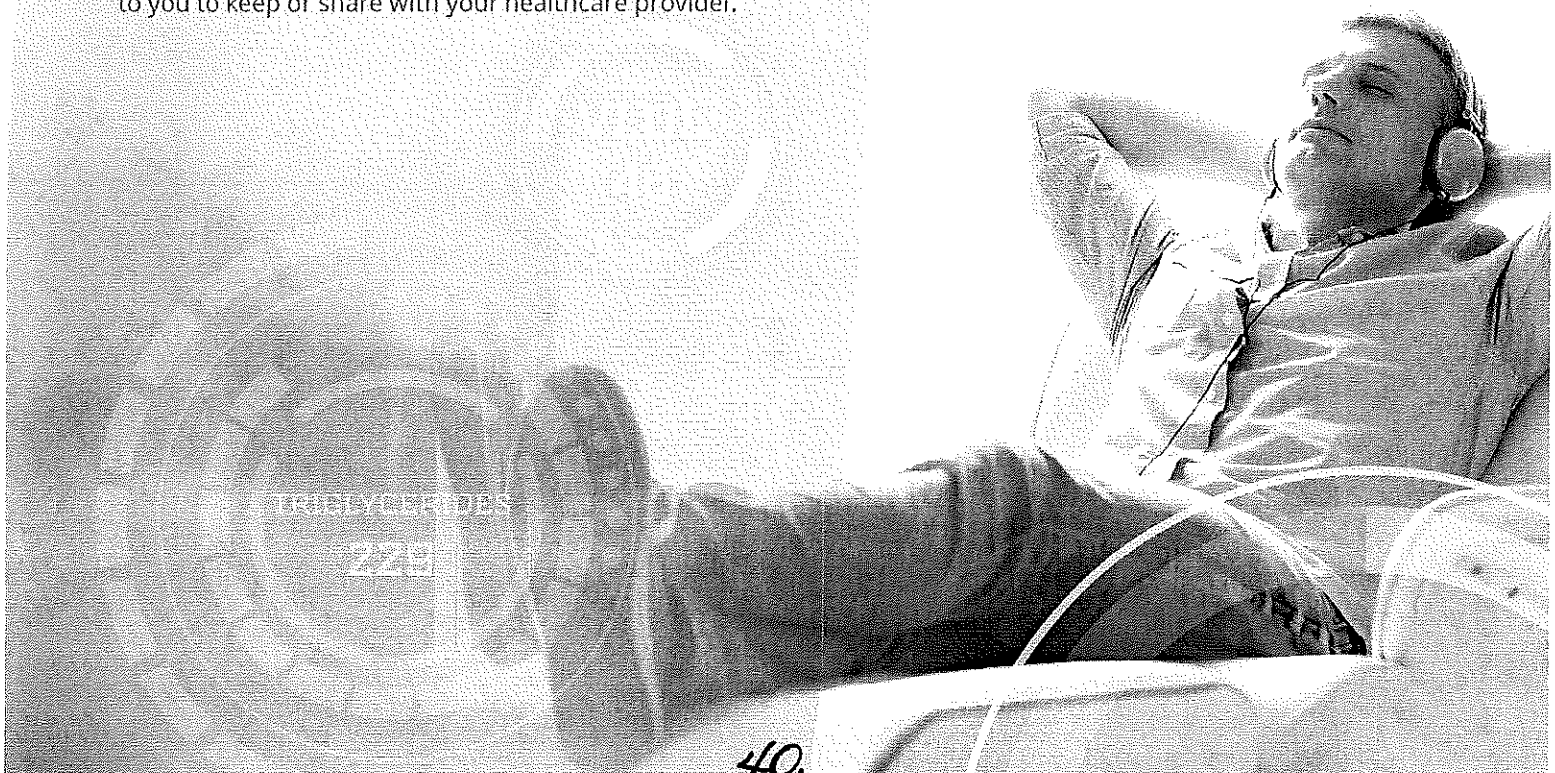
Listen up, men!

Statistics show the deck is stacked against you. Your life expectancy is five years shorter than women. Your mortality rate is higher than women across the board from the top ten causes of death. Yet, women are twice as likely as men to visit the doctor for an annual exam that can detect signs of cancer and heart disease when they are still treatable.

This needs to change.

The results of our biometric health screening have prompted men to visit their doctor for the first time in years—a decision that has truly saved lives.

There's nothing macho about waiting until it's too late to visit your doctor. Get your biometric health screening. Take it to your doctor. And let's prove men and women are equal in preventative healthcare.



TRIPLE / DOUBLE / BIAS

ZZZ

40.

Your biometric health screening is done on-site. It requires very little of your time and delivers a lifetime of benefits:

- Less than 10 minutes of your time
 - One simple blood draw
 - Height
 - Weight
 - Blood pressure
 - Waist circumference
-
- 49-point biometric health screening
 - Personal wellness profile

Please share this report with your primary care doctor, even if you are in optimal health. It provides a critical baseline in your medical records for your doctor to compare on an annual basis.

Want to learn more about your
biometric health screening? Get signed up!

GuidingLife



WELLNESS SERVICES AGREEMENT (“AGREEMENT”)

I. Client Information (“Client”).

<i>Client Name</i>	<i>City of Fairmont</i>	<i>Number of Employees</i>	
<i>Billing Address</i>	<i>100 Downtown Plaza</i>	<i>Billing City</i>	<i>Fairmont</i>
<i>Billing State</i>	<i>MN</i>	<i>Billing Zip Code</i>	<i>56031</i>
<i>Contact Person</i>	<i>Paul Hoyer</i>	<i>Contact Person Telephone</i>	<i>507 238 3934</i>
		<i>Contact Person Email</i>	<i>phoyer@fairmont.org</i>

II. Guiding Life, LLC Information (“Guiding Life”).

Address 7975 Stone Creek Drive, Suite 110
City, State, Zip Chanhassen, MN 55317

III. Wellness Services to Be Provided Under This Agreement.*†

<i>Product/Service</i>	<i>Description/Comment</i>	<i>Proposed Date</i>	<i>Price</i>	<i>Qty./Min.</i>	<i>Total</i>
Biometric Screening	Guiding Life 49pt – Chem 30, Hba1c reflex, bios, height, weight, BP, BMI & waist circumference	11/1/16 (7:00am – 12:30am) 11/8/16 (7:00am – 12:30am)	\$115	25-person minimum per onsite event	TBD
Hba1c Reflex	Glucose reading 110+		\$10 each	N/A	TBD
Results Mailed	Results packet mailed		Included	N/A	N/A
Estimated Travel Expense	Billable miles		.50/mile	N/A	TBD
Premium Hours	Between 8:00 pm – 6:00 am		\$25	N/A	N/A
Registration Staff	Provided		\$200 each	N/A	N/A
Hotel Charge	If needed for Technician		TBD	N/A	TBD
Total Amount					TBD

* These products and/or services are subject to the Terms and Conditions of this agreement and the terms identified in Exhibit A, which is incorporated by reference.

† The products/services, descriptions/comments, proposed dates, prices, quantities/minimums, totals, and total amount apply only to the first service year of this agreement.

IV. Contract Term.

<i>Contract Length</i>	<i>1 year</i>	<i>2 years</i>	<i>3 years</i>
------------------------	---------------	----------------	----------------

Select term of Agreement by circling 1 year, 2 years or 3 years above.

a. Contract Rates (if 2- or 3-year contract selected)

<i>Year</i>	<i>Product/Service</i>	<i>Description</i>	<i>Price</i>	<i>Qty./Min.</i>	<i>Total</i>
2017	Biometric Screening	Guiding Life 49pt	No more than a 2.5% increase if a 2-year contract is selected.	25-person minimum	TBD
2018	Biometric Screening	Guiding Life 49pt	Rates will be locked at \$115 for 3 years if a 3-year contract is selected.	25-person minimum	TBD

V. Effective Date.

July 14, 2016

VI. Committal.

Upon execution of this Agreement, Client and Guiding Life accept and agree to all applicable terms and conditions in this Agreement.

Guiding Life LLC

City of Fairmont

by _____

by _____

its _____

its _____

date _____

date _____

TERMS AND CONDITIONS

1. Wellness Program. Guiding Life shall provide the wellness services set forth in this agreement (with such services referred to herein as the "Wellness Services") to Client's employees and immediate family members (the "Participants"). The Wellness Services under this Agreement shall be those identified in Section III above and Exhibit A (attached). The Wellness Services offered by Guiding Life are subject to change at any time, and in Guiding Life's sole discretion.
2. Pricing and Payment. Unless the Client has selected a two or three-year contract term, the initial prices charged to Client for the Wellness Services are subject to change from time to time in Guiding Life's sole discretion. Guiding Life shall invoice Client for the Wellness Services on a monthly basis, or on such other schedule as deemed appropriate by Guiding Life, and Client agrees to pay each invoice in full within thirty (30) days of receipt.
3. Authority. Client and Guiding Life understand and acknowledge that their relationship is that of independent contractors with no authority to control the other, bind the other to any obligations or to legally represent the other. The parties further agree that they will take such actions or execute such documents as may be required to establish that each is an independent contractor without authority to legally represent or bind the other.
4. Third Party Providers. Client acknowledges and agrees that Guiding Life may contract with third party providers to provide some of the Wellness Services. In the event Client elects to terminate this Agreement pursuant to Section 11(c) below, Client shall be responsible for any amounts due from Guiding Life to any third party providers for contracts for services to be provided to Client extending beyond the termination date.
5. Expenses. Each party shall pay all of its own costs and expenses, including but not limited to any administrative expenses, related to carrying out its duties under this Agreement.
6. Restrictions.
 - (a) Exclusivity. During the term of this Agreement, Client agrees that Guiding Life shall be its exclusive provider of the services set forth in Section III directly to the Participants through the Client (not including any services included in the Participants' health care benefits plan), and Client will not, directly or through any third party, contract for the provision of the same services set forth in Section III for the Participants. The foregoing sentence, however, shall not apply to the continuation of any wellness services provided to Client by third parties that have been instituted by Client prior to the execution of this Agreement, which may include height, weight, BMI and waist circumference.
 - (b) Nonsolicitation. Client agrees that during the term of this Agreement, and for a period of one (1) year following its termination (the "Restricted Period"), Client shall not solicit, hire, entice away, employ, offer to employ, or discourage from working for Guiding Life, any person who is, or was, an employee of Guiding Life on or after the Effective Date.
7. Confidentiality. At all times, both during the term of this Agreement and after its termination, each party (the "Receiving Party") shall keep in strictest confidence and trust all Confidential Information (as defined below) of the party disclosing such information (the "Disclosing Party"), and shall not use, disclose or reproduce, or cause or permit the use, disclosure or reproduction of, any such Confidential Information without the prior written consent the Disclosing Party. The Receiving Party shall require that all of its employees, agents, independent contractors and subcontractors agree to the same confidentiality provisions as are contained herein. For purposes of this Agreement, "Confidential Information" shall mean any and all pricing of products and services, financial information, profit margins, biometric and health coaching services, the identity and contact information for vendors, suppliers, or third parties that Disclosing Party works with, health management systems, software, and platforms, customer lists, report formats, layouts, and items, reporting methods, marketing plans, sales plans, product and service information and product and service development plans and all other information to which the Receiving Party gains access during the term of this Agreement that is designated as confidential by the Disclosing Party or which the Receiving Party should reasonably understand from the context to be confidential, but will not include any information which is or becomes publicly available through no fault of the Receiving Party. The parties hereby acknowledge and agree that any breach of their obligations under this Section 7 may cause the Disclosing Party irreparable injury and damage which may not be reasonably or adequately compensated by money damages and, therefore, the parties expressly agree that the Disclosing Party shall be entitled to injunctive or other equitable relief to prevent a breach of this Section 7, in addition to any other remedies available to the Disclosing Party.
8. Intellectual Property. Client acknowledges and agrees that for all purposes, all intellectual property owned by Guiding Life, including but not limited to, all patents, trademarks, trade names, copyrights, and any other proprietary information, constitutes the exclusive property of Guiding Life, and cannot be used by Client, except for the limited purpose of administering and providing information regarding the Wellness Services to the Participants pursuant to this Agreement.
9. Indemnification.

(a) Indemnification by Client. Client shall indemnify and hold harmless Guiding Life, its affiliates and subcontractors and their respective officers, directors and employees from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees, court costs and other expenses of litigation) (collectively, "Damages") caused by or arising out of the acts or omissions of Client, except to the extent the Damages were caused by the willful misfeasance, bad faith or gross negligence of Guiding Life.

(b) Indemnification by Guiding Life. Guiding Life shall indemnify and hold harmless Client, its affiliates and subcontractors and their respective officers, directors and employees from and against any Damages caused by or arising out of the acts or omissions of Guiding Life, except to the extent the Damages were caused by the willful misfeasance, bad faith or gross negligence of Client.

10. Limitation of Liability.

(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES REGARDLESS OF THE NATURE OR CAUSE OF SUCH DAMAGES OR REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER REGARDLESS OF THE NATURE OR CAUSE OF ANY SUCH LIABILITY IN EXCESS OF AMOUNTS OF INSURANCE COVERAGE REQUIRED TO BE MAINTAINED HEREUNDER.

(b) IN NO EVENT SHALL GUIDING LIFE BE LIABLE TO CLIENT OR THE PARTICIPANTS FOR DAMAGES CAUSED BY THE TERMINATION OF CONTRACT, REVOCATION OF LICENSE, FILING OF BANKRUPTCY, DISSOLUTION, MERGER, ACQUISITION OR OTHER EVENT OF ANY OF GUIDING LIFE'S THIRD PARTY AGENTS, VENDORS, OR SUPPLIERS, WHICH MAKES IT UNDULY BURDENSOME, IMPOSSIBLE, OR ILLEGAL FOR GUIDING LIFE TO PERFORM UNDER THIS AGREEMENT.

11. Term; Default; Termination.

(a) Term. This Agreement shall be in full force and effect for the number of year(s) as agreed to and indicated in Section IV of this Agreement the "Term"). The Term shall commence on the Effective Date.

(b) Termination by Either Party. Either party shall have the right terminate this Agreement by giving notice in writing to the other in any of the following events:

- (1) Any breach of this Agreement by either party not cured within thirty (30) days after written notice thereof; or
- (2) If either party, or any entity affiliated with either party by common control, becomes bankrupt, insolvent, or subject to a Petition for Bankruptcy; is dissolved; makes an assignment for the benefit of its creditors; enters into receivership proceedings; or discontinues active operation of its business for any reason.

(c) Effect of Termination. Upon the termination of this Agreement for any reason, Guiding Life shall immediately cease offering the Wellness Services to the Participants and Client shall immediately cease offering or promoting the Wellness Services and return any Confidential Information received from Guiding Life.

12. Cancellation Policy. If Client terminates this Agreement prior to the completion of a Booked Screening, as defined in Exhibit A, Section C, or cancels a Booked Screening, Client will be responsible for reimbursing Guiding Life for all non-refundable hard costs (i.e. hotel bookings, shipping, staffing, organization time, supplies, etc.) that Guiding Life has incurred to the date of its notification of the termination or cancellation; provided, however, that if Client terminates this Agreement prior to the completion of a Booked Screening or cancels a Booked Screening within two weeks of the date of a Booked Screening, Client will be responsible for paying Guiding Life 100% of the charges and expenses payable to Guiding Life for such Booked Screening.

13. Assignment. Neither party hereto may assign this Agreement without the express prior written consent of the other party.

14. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to such state's conflicts of law's provisions. Any disputes concerning this Agreement or the breach thereof, shall be exclusively venued in the state courts of Minnesota located in Hennepin County, Minnesota, or the federal courts of the District of Minnesota. The parties hereby consent to the exclusive jurisdiction of and service of process of such courts.

15. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by express delivery service, or by confirmed facsimile, effective when delivered, or if mailed, by registered or certified mail (return receipt requested), effective three (3) business days after mailing, to the parties at the addresses set forth in this Agreement (or at such other address for a party as shall be specified by like notice).

16. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

17. Waiver. The waiver of any term of this Agreement shall be limited to the circumstance or event referred to therein and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19. Entire Agreement. This Agreement and its Exhibits embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings among them with respect to such subject matter. There are no restrictions, promises, representations, warranties (express or implied), covenants or undertakings of the parties other than those expressly set forth or referred to in this Agreement and its Exhibits.
20. Force Majeure. The failure of either party to perform in accordance with this Agreement will not be a breach if such failure is caused by or arises out of acts of God, acts of government, strikes or labor difficulties, fire, delays caused by carriers, or any other cause which is beyond the control of and without the contributing fault of the party failing to perform.
21. Validity. If any term, provision, covenant, agreement or restriction of this Agreement is held by a court of competent jurisdiction or arbitration panel to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, agreements and restrictions of this Agreement shall continue in full force and effect and will in no way be affected, impaired or invalidated.
22. Billing. Within 7 days of the confirmation of each project, Client shall pay to Guiding Life the greater of 25% of the total cost of all Booked Screenings or the cost for the 25-person minimum of the Booked Screening. Client shall pay to Guiding Life the remainder of payment within 30 days following the receipt of invoice for each project. Screening fees arising from off-site screening will be invoiced periodically as individual screenings occur. Client understands and acknowledges that Guiding Life incurs significant financial commitments in association with the rendering of these services that require prompt payment. Guiding Life reserves all legal rights to remedy and collection for failure to pay.
23. Multi-Year Contracts. Where a 2 year or 3-year contract is selected, Client will lock in pricing terms for the 2nd year and/or 3rd years of this Agreement, as described in section IV(a), above. By selecting a multi-year contract term, Client hereby agrees to purchase, at least the "Products/Services" listed in Section IV(a) for the amount listed under "Qty./Min." at the listed "Price" in each relevant year. The first year of a multi-year contract will be invoiced pursuant to Section 22 of this Agreement. On January 1 of each contracted year following the first year of a multi-year contract term, Client will be invoiced for project minimums dependent on specific election of products and services purchased: 25% of the previous year's total cost. The remainder of biometric screening fees will be invoiced following that year's screening event(s). Screening fees arising from off-site screening will be invoiced periodically as individual screenings occur.
24. Service Policy. Client agrees to a two-percent (2%) service charge per month on all invoices not paid within thirty (30) days of receipt of the invoice.
25. Event Duration. Screening events require a minimum of four (4) to six (6) hours of on-site morning staff time (including set up and tear down) and additional charges may be incurred. Afternoon shift minimum is two (2) to three (3) hours of afternoon staff time. Flu vaccination minimum ranges from two (2) to six (6) hours of on-site staff time. Specific event length and date(s) to be determined by Guiding Life Account Manager using estimated participation per location. Client acknowledges that modification of minimum event duration may result in additional staffing fees invoiced to Client.

Exhibit A

This Exhibit A further defines the services to be provided by Guiding Life to Client pursuant to that certain Wellness Services Agreement between the Parties.

A. GENERAL TERMS

1. Booked Screenings (as defined in Section C) will take place in a room large enough to compliment the amount of employees being screened. Client will provide sufficient tables, chairs, and 110V outlets.
2. Client will provide a person to be designated as the site coordinator to serve as the main point of contact and either work or assign a staff member to the registration table for each Booked Screening. Site coordinator will also be responsible for printing all applicable paperwork prior to the start of each screening event.
3. Guiding Life's vendor will remove all waste from site.
4. Client agrees to adhere to all Guiding Life protocols including but not limited to screening room specifications, staffing protocols, and HIPAA and OSHA compliance requirements. A 5 hour + screening day per technician is factored in with standard pricing. If additional techs are needed in the event that a shortened screening time period is requested, additional fees may apply.
5. Screenings in Alaska and Hawaii will be billed at 1.5 times the standard rates.
6. The number of employees that can be screened per day will depend on staffing availability for each region. Typically Guiding Life can screen at least 150 employees per day.
7. The amount of technicians sent to each location per day will follow the below format in most cases:

<u>Number of technicians</u>	<u>Number of employees</u>
1	<25
2	25-50
3	51-75
4	76-100
5	101-150
6	151-175

8. If multiple shift screenings are needed, additional fees may apply.
9. If extensive travel is required (more than 40 miles roundtrip from one of the Guiding Life affiliated office locations or technicians), a .50/mile travel fee will be added per technician.
10. If extensive travel or scheduling needs warrant hotel stays, hotels will be booked with 2 technicians to a room, \$130 maximum per night guidelines when gender permits, and Client agrees to pay for travel and hotel expenses.
11. Booked Screenings on weekends, holidays, and between the hours of 8pm and 6am (including set up and break down), will have an additional \$25 per hour, per tech fee associated with them.
12. Client must provide at least 6 weeks' advanced notice prior to a Booked Screening. Booked Screenings with less than 6 weeks advanced notice will be considered on a case by case basis and will depend on staff availability.
13. Each on-site Booked Screening must include a screening minimum of 25 employees. Any Booked Screening event with a 1-hour break or longer between screenings will be considered as separate Booked Screenings and subject to additional charges (several Booked Screenings can happen in one day – one at 6am with 57 employees, another on the same day at 11pm with 35 employees). For example, if the Client wishes to split up screenings throughout the day with a 1-hour break or longer between them, the Client will be charged for multiple Booked Screening fees.
14. All Booked Screening packages include:
 - Individual online reports for each participant.
 - Corporate aggregate report.
 - Data transfer following our standard pipe delimited or CSV format. Any special programming needs outside of our standard format will be subject to additional fees.
 - Marketing flier templates.
 - Online scheduling system and our 800 line.
 - Designated project management team.
 - Smartphone application.
 - e.b.i.t system.
 - Event staffing.

- Lab processing fees, screening supplies and shipping cost.
- Implementation fees / site fees / setup fees.

B. STANDARD PACKAGE AND PRICING FOR BIOMETRIC SCREENINGS

GUIDING LIFE PACKAGE (Veni):

Panel Description	Cost Per Screen
Guiding Life Package - Includes Chem. 30 panel* with glucose to HbA1c reflex**, CBC w/diff, blood pressure, height, weight, waist circumference, and BMI.	\$115.00

***Guiding Life Package Includes: Chem. 30 with glucose to HbA1c reflex** -Total cholesterol, HDL, LDL, triglycerides, glucose (reflex to HbA1c), total/hdl ratio, Idl/hdl ratio, estimated CHD risk, VLDL, sodium, potassium, chloride, carbo i dioxide, iron, total protein, albumin, globulin, A/G ratio, calcium, phosphorus, BUN, creatinine, BUN/Creatinine ratio alkaline phosphatase, ALT (SGPT), AST (SGOT), total bilirubin, LDH, GGT, and uric acid. **CBC** - Iron, WBC, RBC, He noglobin, Hematocrit, MCV, MCH, RDW, Platelets, Nuetrophils, Lymphs, Monocytes, EOS, Basos, Nuetrophils (absolute) Lymphs (absolute). Monocytes (absolute), EOS (absolute), Basos (absolute).

****Glucose to HbA1c reflex – for any individuals with a glucose results over 110, the test will reflex to an HbA1c test. Additional cost is \$10 per reflexed HbA1c.**

Venipuncture Add-ons (these additional tests can be added to the package above, pricing listed is the cost per screen)

PSA	\$25
Thyroid Panel plus TSH	\$30
TSH	\$15
Nicotine/Cotinine	\$25
Vitamin D	\$40
HbA1c	\$15

ADDITIONAL SERVICES (can be added to on-site venipuncture, pricing listed is the cost per screen)

Body Fat %:	\$6
Waist to Hip Ratio:	\$6
Cotinine Swab	\$18
Influenza Vaccine:	\$25
Mailed reports:	\$7/report
Registration Staff:	\$200/event

C. SCHEDULING PROCESS FOR BIOMETRIC SCREENINGS

1. CLIENT will be provided with a Screening Request Form that must be filled out and submitted for the Screening.
2. Included in the Screening Request Form will be a section where a **minimum number** of employees must be established for each location. It is that number that Guiding Life will use to establish the number of staff required for a Booked Screening as well as how many supplies to order for each Booked Screening. Guiding Life will plan for that minimum number, plus an additional 10%. So if a minimum of 200 employees is agreed upon, Guiding Life will have enough supplies and staff available to screen up to 220 employees. CLIENT will be financially responsible for the minimum number established – and the standard per person charges for actual usage for anything over the established minimum. Client may adjust event minimums without penalty at any time before ten (10) days prior to each event. Client will be financially responsible for the committed event minimums listed as of the date ten (10) days prior to the event.
3. **For Venipuncture screens only:** If a location does not meet their minimum participation expectations, then Guiding Life will provide a credit towards the cost of processing the blood sample.
4. Upon receipt of a Screening Request Form, Guiding Life will verify that staffing is available and inform CLIENT of any additional costs that may be associated with Screenings (mileage, hotels, etc.) within 3-6 business days after receipt.
5. Once Guiding Life has confirmed availability, Guiding Life will confirm with a CLIENT that the event is to be put into the system as a Booked Screening. Once a Screening has been verified to book (“Booked Screening”), all cancellation policies will apply.
6. Guiding Life will provide support to site coordinator and CLIENT as indicated.

D. SCREENING PROCESS (typical)

1. Once a Booked Screening is verified, Guiding Life will immediately reserve staff and put the Booked Screening into its system.
2. 4 weeks prior to the beginning of each Booked Screening, Guiding Life will release the scheduler and provide marketing templates to each client to be used as e-blasts or fliers.
3. Guiding Life will also provide the “How it Works” document which provides a general overview of what to expect and how to prepare for a Booked Screening.
4. Guiding Life lead technician will call the site contact 1-2 days before the Booked Screening is scheduled to begin. He or she will confirm the address, screening times, and go over room specifications and set up.
5. Guiding Life technicians will arrive 30-60 minutes prior to each screening time, and will need about 30 minutes following the completion of all screenings to pack up.
6. Guiding Life technicians will send all collected paperwork back to Guiding Life headquarters to be entered/scanned into Guiding Life’s system. Reports are typically available in 2-4 days for individuals, 10-14 days for aggregate.
7. Data can be ready for download from Guiding Life’s SFTP site following our standard format within 12-14 days.

E. OFF-SITE SCREENING PROCESS

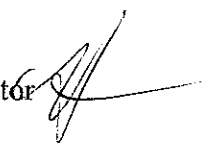
1. Individuals must register online through the scheduling system for any Off-Site screens. Upon receipt of the online order, Guiding Life will email a lab requisition to the employee which they must take with them to the lab or clinic.
2. Included with the requisition will be a list of the closest lab/clinic locations and instructions for usage.
3. Once processed, employees will be sent a results ready email. At that time, they can access the online scheduling system and view their results.

F. PAYMENT FOR BIOMETRIC SCREENINGS

1. Within 7 days of the confirmation of each project, Client shall pay to Guiding Life the greater of 25% of the total cost of all Booked Screenings or the cost for the 25-person minimum of the Booked Screening. Client shall pay to Guiding Life the remainder of payment within 30 days following the receipt of invoice for each project.
2. Client understands and acknowledges that Guiding Life incurs significant financial commitments in association with the rendering of these services which require prompt payment. Guiding Life reserves all legal rights to remedy and collection for failure to pay.

MEETING DATE: August 8, 2016

SUBJECT: Declaration of Vacancy on the City Council

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	----------	--------------------------	-------	-------------------------------------	-------	--------------------------	---------	--------------------------	------------	--------------------------	-----------

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input checked="" type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
-------------------------------------	------------	--------------------------	-------	--------------------------	------------	--------------------------	-----------

<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: Mayor Randy Quiring’s death has created a vacancy in the mayor’s seat. Fairmont City Charter Sec. 2.05 requires the City Council to officially declare by resolution that the vacancy exists and then within 30 days to appoint an eligible person to fill the vacancy. The appointed person shall serve until the end of 2016. As there is a regularly scheduled municipal election this fall the mayor’s seat will be on the ballot. The filing period for the mayor’s seat will be from August 9, 2016 to August 16, 2016 to comply with city code. The successful candidate will fill out Mayor Quiring’s term, serving until the end of 2018.

MOTION: To adopt Resolution 2016-29 declaring the Mayor’s seat to be vacant..

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Resolution 2016-29
2. _____

Council Action: _____ Date: _____

RESOLUTION NO. 2016-29

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

RESOLUTION DECLARING VACANCY

WHEREAS, a vacancy exists on the City Council due to the death of Randy J. Quiring, and;

WHEREAS, Section 2.05 of the Fairmont City Charter provides for the declaration of said vacancies.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Fairmont hereby declares a vacancy on the City Council in the Mayor's position.

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

ADOPTED by the City Council this 8th day of August, 2016.

Wes Clerc, Mayor Pro-tem


ATTEST:

Patricia J. Monsen, City Clerk

(SEAL)

MEETING DATE: August 8, 2016

SUBJECT: Rural and Urban Service Districts

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
--------------------------	----------	--------------------------	-------	-------------------------------------	-------	--------------------------	---------	--------------------------	------------	--------------------------	-----------

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input checked="" type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: To set a public hearing to amend Ordinance2014-03 establishing a Rural and Urban Service District Within the Municipal Limits of the City of Fairmont.

MOTION: To set a public hearing on Ordinance 2016-05 for August 22, 2016.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Draft Ordinance 2016-05
2. _____

Council Action: _____ Date: _____

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

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:

<u>Tax Identification Number</u>	<u>Acreage</u>	<u>Name of Owner</u>
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
230370390	79.5	Crowley, Francis W
230370400	42.95	Fausch, Scott A & Lisa K
230370410	388.95	A L & C E Ward Inc.,

<u>Tax Identification Number</u>	<u>Acreage</u>	<u>Name of Owner</u>
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
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

<u>Tax Identification Number</u>	<u>Acreage</u>	<u>Name of Owner</u>
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.

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