

FAIRMONT CITY COUNCIL AGENDA

Monday, June 8, 2020, 5:30 p.m.

1. Roll Call / Determination of Quorum

Mayor Foster
Councilors:

Cyphers
Hasek
Hawkins
Lubenow
Peters

2. Pledge of Allegiance

3. Approval of Agenda

4. Recognition / Presentations

4.1 Wastewater Treatment Facility Operational Award (01)

4.1a Copy of Certificate of Commendation (02)

5. Public Discussion / Comment (03)

6. Consent Agenda (Items removed from consent will be placed at the end of the items under new business.)

A. Minutes

6.A.1 Regular Meeting, May 11, 2020 (04-06)

6.A.2 Special Meeting, May 26, 2020 (07)

B. Check Registers

6.B.1 May 2020 Accounts Payable (08-35)

C. Other

6.C.1 FAA Grant Agreement for CARES Act Funding	(36)
6.C.1a FAA Agreement No. 3-27-0029-018-2020	(37-55)
6.C.2 Amendment #1 to State Grant Agreement for Airport Maintenance and Operations	(56)
6.C.2a Amendment #1 to Grant Agreement #1033483	(57-59)
6.C.3 State of Minnesota Joint Powers Agreement	(60)
6.C.3a Resolution 2020-27	(61)
6.C.3b State of MN Joint Powers Agreement Authorized Agency	(62-67)
6.C.3c Court Data Services Subscriber Amendment to CJDN Subscriber Agreement	(68-77)

7. Public Hearings

8. Old Business

8.1 2019 Aquatic Park Year End report & 2020 Operations	(78)
8.1a 2019 Aquatic Park Year End Report	(79-80)
8.2 City Attorney Selection	(81)
8.2a Terms of Engagement	(82)

9. New Business

9.1 Presentation of 2019 Comprehensive Annual Financial Report	(83)
9.1a 2019 Comprehensive Annual Financial Report (sent separately)	
9.1b 2019 Management Letter	(84-90)
9.2 Fireworks Display Permit – J & M Displays	(91-92)
9.2a Application	(93-100)

9.3	Request for Funding for July 4 th Fireworks	(101)
	9.3a Memo from Sam Cress	(102)
9.4	Second Reading of Proposed Ordinance 2020-06 – Fire Prevention and Protection	(103)
	9.4a Proposed Ordinance 2020-06	(104-105)
9.5	State Aid Funds Advance for Lake Avenue Project	(106)
	9.5a Resolution 2020-28	(107-108)

10. Reports / Announcements

- A. Public Works**
- B. Finance**
- C. City Administrator**
- D. Mayor / Council**

11. Adjournment

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 4.1

MEETING DATE: June 8, 2020

SUBJECT: Wastewater Treatment Facility Operational Award

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

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

SUBJECT BACKGROUND: Cathy Reynolds, City Administrator

INTRODUCED BY: Cathy Reynolds, 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 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 Fairmont Wastewater Treatment Facility and its staff received an Operational Award from the Minnesota Pollution Control Agency in recognition of exceptional compliance with its Minnesota Pollution Control Agency NPDES/SDS wastewater permit during the 2019 review year.

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

1. Copy of Certificate of Commendation
2. _____
3. _____

Council Action: _____ Date: _____

CERTIFICATE OF COMMENDATION

This Wastewater Treatment Facility Operational Award is presented to

Fairmont WWTP

and its staff

in recognition of exceptional compliance with its Minnesota Pollution Control Agency NPDES/SDS wastewater permit during the 2019 review year.

Your ongoing efforts to protect the waters of Minnesota are duly recognized and appreciated by the Agency and the state of Minnesota.



Laura Bishop, MPCA Commissioner

m MINNESOTA POLLUTION
CONTROL AGENCY

CITY OF FAIRMONT---AGENDA CONTROL SHEET---AGENDA ITEM NO. 5.1

MEETING DATE: June 8, 2020

SUBJECT: Public Discussion/Comment

REVIEWED BY: Cathy Reynolds, 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 Deborah J. Foster

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 public discussion/comment?

MOTION: None

VOTE REQUIRED:

ATTACHMENTS:

1. _____
2. _____
3. _____

Council Action: _____ Date: _____

The minutes of the Fairmont City Council meeting held on Monday, May 11, 2020 at the City Hall Council Chambers.

Due to the COVID-19 pandemic, and the peace time emergency declared by Governor Walz, the meeting was held by teleconferencing pursuant to Minn. Stat. § 13D.021.

Mayor Deborah J. Foster called the meeting to order at 5:30 p.m.

Council Members Ruth Cyphers, Wayne Hasek, Tom Hawkins, Randy Lubenow and Bruce Peters were present. Also, in attendance: Public Works Director/City Engineer Troy Nemmers, Finance Director Paul Hoyer, City Clerk Patricia J. Monsen, Police Chief Mike Hunter, Rec & Youth Services Director Betsy Steuber and City Attorney Robert Scott.

Council Member Hawkins made a motion to approve the agenda with the addition of item 15.4 Appoint Troy Nemmers as Interim City Administrator and removing items 9.4 and 9.5 from the Consent Agenda and renumber them to items 15.5 and 15.6 under new business. Council Member Lubenow seconded the motion. On roll call: Council Members Hasek, Hawkins, Lubenow, Peters and Cyphers all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Hawkins made a motion to approve the minutes of the April 27, 2020 City Council meeting. Council Member Hasek seconded the motion. On roll call: Council Members Hawkins, Lubenow, Peters, Cyphers and Hasek all voted aye. No one voted nay. Mayor Foster declared said motion passed.

There was no open discussion.

Mayor Foster opened the public hearing on proposed **Ordinance 2020-06**, an ordinance amending Fairmont City Code, Chapter 2 – Administration, and Chapter 10 – Fire Prevention and Protection. No public comment was received. Council Member Hawkins made a motion to close the public hearing. Council Member Cyphers seconded the motion. On roll call: Council Members Lubenow, Peters, Cyphers, Hasek and Hawkins all voted aye. No one voted nay. Mayor Foster declared said motion passed.

There were three items on the consent agenda: 2020/2021 Beverage License Renewals; On Sale Liquor License application for the Fairmont Opera House; and Wine License with Strong Beer for Jakes Pizza City of Lakes, Inc. Council Member Hasek made a motion to approve the Consent Agenda. Council Member Peters seconded the motion. On roll call: Council Members Peters, Cyphers, Hasek, Hawkins and Lubenow all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Discussion was held regarding the search for the new Civil City Attorney. Council Member Hawkins made a motion to have staff contact the two attorneys that we agreed to interview and try to schedule them for either the week after Memorial Day or the week after that, so we can prepare for the first meeting in June. Council Member Cyphers seconded the motion. On roll call: Council Members Cyphers, Hawkins and Lubenow all voted aye. Council Members Hasek and Peters voted nay. Mayor Foster declared said motion passed. (NOTE: Please refer to Fairmont City Council Meeting Minutes, March 16, 2020, wherein it was agreed to interview three law firms.)

Discussion was held with the Council and Rec & Youth Services Director Betsy Steuber regarding the opening of the Fairmont Aquatic Park. Council Member Lubenow moved to delay this decision to the June 8th council meeting. Council Member Peters seconded the motion. On roll call: Council Members Hasek, Hawkins, Lubenow, Peters and Cyphers all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Peters made a motion to authorize the Mayor and City Clerk to sign the Employment Agreement with Cathleen Reynolds, the next City Administrator effective May 20, 2020. Council Member Cyphers seconded the motion. On roll call: Council Members Hawkins, Lubenow, Peters, Cyphers and Hasek all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Peters made a motion to adopt **Resolution 2020-26**, awarding the 2020-A, Lake Avenue Reconstruction Project to Crow River Construction of New London, Minnesota in the amount of \$4,090,241.25. Council Member Hawkins seconded the motion. On roll call: Council Members Cyphers, Hasek, Hawkins, Lubenow and Peters all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Mayor Foster read Interim City Administrator Mark Sievert's letter of resignation, which is effective May 11, 2020. Council Member Hawkins made a motion to authorize Flaherty & Hood to work with Troy Nemmers, Public Works Director/City Engineer to create an agreement to act as Interim City Administrator from May 12 to May 19, 2020, with complete powers of the City Administrator during this time frame. Council Member Cyphers seconded the motion. On roll call: Council Members Hasek, Hawkins, Lubenow, Peters and Cyphers all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Nemmers advised that staff and the City's consultant for the Lake Avenue project have been working with Profinium Financial and Martin County for temporary construction easements, and for a quit claim deed for right-of-way.

Council Member Hasek made a motion to authorize the Mayor and City Clerk to sign the temporary construction easement with Profinium Financial for the Lake Avenue reconstruction project. Council Member Hawkins seconded the motion. On roll call: Council Members Hawkins, Lubenow, Peters, Cyphers and Hasek all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Lubenow made a motion to approve the temporary construction easements with Martin County for the Lake Avenue reconstruction project and authorize the Mayor and City Clerk to sign said easements. Council Member Peters seconded the motion. On roll call: Council Members Lubenow, Peters, Cyphers, Hasek and Hawkins all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Lubenow made a motion to approve a quit claim deed acquiring right-of-way at Main Street and Lake Avenue for the Lake Avenue reconstruction project. Council Member Hawkins seconded the motion. On roll call: Council Members Peters, Cyphers, Hasek, Hawkins and Lubenow all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Lubenow welcomed Dominos Pizza to downtown Fairmont.

Council Member Cyphers thanked Mark Sievert and Troy Nemmers for their service and welcomed Cathleen Reynolds as the City's new City Administrator.

Council Member Hawkins thanked the Council for the time and work everyone put into the decision to hire Cathleen Reynolds.

Council Member Hasek commented that he thinks everyone in Fairmont will like Cathleen.

A motion was made by Council Member Hasek, seconded by Council Member Peters to adjourn the meeting at 6:40 p.m. On roll call: Council Members Hawkins, Lubenow, Peters, Cyphers and Hasek all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

The minutes of the Special Fairmont City Council meeting held on Tuesday, May 26, 2020 at the City Hall Council Chambers.

Due to the COVID-19 pandemic, and the peace time emergency declared by Governor Walz, the meeting was held by teleconferencing pursuant to Minn. Stat. § 13D.021.

Mayor Deborah J. Foster called the meeting to order at 5:30 p.m.

Council Members Ruth Cyphers, Wayne Hasek, Tom Hawkins, Randy Lubenow and Bruce Peters were present. Also, in attendance: City Administrator Cathy Reynolds, Public Works Director/City Engineer Troy Nemmers, Finance Director Paul Hoye, City Clerk Patricia J. Monsen and Police Chief Mike Hunter.

Council Member Hasek made a motion to approve the agenda as presented. Council Member Lubenow seconded the motion. On roll call: Council Members Hasek, Hawkins, Lubenow, Peters and Cyphers all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Hawkins made a motion to approve **Emergency Ordinance 2020-07**, for COVID-19 Declared Local Emergency. Council Member Hasek seconded the motion. On roll call: Council Members Hawkins, Lubenow, Peters, Cyphers and Hasek all voted aye. No one voted nay. Mayor Foster declared said motion passed.

A motion was made by Council Member Cyphers, seconded by Council Member Peters to adjourn the meeting at 5:39 p.m. On roll call: Council Members Lubenow, Peters, Cyphers, Hasek and Hawkins all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

CITY OF FAIRMONT---AGENDA CONTROL SHEET---AGENDA ITEM NO. 6.B.1

MEETING DATE: June 8, 2020

SUBJECT: Accounts Payable

REVIEWED BY: Cathy Reynolds, 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 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: The bills for the month of May 2020 are attached for Council approval.

MOTION: To approve payment of the May 2020 bills.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Bills
- 2.
- 3

Council Action: _____ Date: _____

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>A.H. Hermel Company</u>					
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	114.64	146583	05/08/2020
A.H. Hermel Company	Liquor - Mdse for Resale	Freight	6.95	146583	05/08/2020
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	143.46	146583	05/08/2020
A.H. Hermel Company	Liquor Store	Supplies-Liquor Store	228.15	146583	05/08/2020
A.H. Hermel Company	Liquor Store	Supplies-Liquor Store	107.55	146583	05/08/2020
		Total for A.H. Hermel Company	300.75		
<u>Ackerman</u>					
Ackerman	Culture & Rec Charges	Refund Lincoln Shelter House Rental 07/11/2020 due to COVID	187.91	146813	05/28/2020
		Total for Ackerman	187.91		
<u>AdMfg, Inc</u>					
AdMfg, Inc	Other General Gov't	Transit Bus Wrap Print & Install Census 2020	1,244.00	146704	05/20/2020
		Total for AdMfg, Inc	1,244.00		
<u>Albert Lea Family YMCA</u>					
Albert Lea Family YMCA	Culture and Recreation	April 2020 Monthly Billing for Collaboration in Fairmont	4,167.00	146705	05/20/2020
		Total for Albert Lea Family YMCA	4,167.00		
<u>American Engineering Testing, In</u>					
American Engineering Testing, Inc.	Engineering	Construction Material Testing Whitetail Ridge Lot 14	1,210.50	146706	05/20/2020
		Total for American Engineering Testing, In	1,210.50		
<u>American Glass</u>					
American Glass	Road & Bridge Equipment	Install Windshield Unit #120	150.00	146814	05/28/2020
American Glass	Parks	Windshield Repair Park #57	50.00	146814	05/28/2020
		Total for American Glass	200.00		
<u>American Pest Control</u>					
American Pest Control	Airport	May 2020 Pest Control Airport	110.00	146815	05/28/2020
		Total for American Pest Control	110.00		
<u>American Welding & Gas, Inc.</u>					
American Welding & Gas, Inc.	Central Garage	Welding Gas, Oxygen, Tip Cleaner & Rose Bud Tip	320.32	146816	05/28/2020
		Total for American Welding & Gas, Inc.	320.32		
<u>AmeriPride Services Inc.</u>					
AmeriPride Services Inc.	Paved Streets	Cleaning Supplies Street Dept	187.46	146499	05/01/2020
AmeriPride Services Inc.	Paved Streets	Cleaning Supplies	180.18	146817	05/28/2020
AmeriPride Services Inc.	Parks	Cleaning Supplies Park Dept	90.78	146499	05/01/2020
AmeriPride Services Inc.	Central Garage	Launder Unifirms for Mechanics	37.87	146499	05/01/2020
AmeriPride Services Inc.	Central Garage	Launder Uniforms for Mechanics	37.87	146499	05/01/2020
AmeriPride Services Inc.	Central Garage	Launder Uniforms for Mechanics	37.87	146545	05/05/2020
AmeriPride Services Inc.	Central Garage	Launder Uniforms for Mechanics	37.87	146817	05/28/2020
AmeriPride Services Inc.	Central Garage	Launder Uniforms for Mechanics	51.41	146635	05/11/2020
		Total for AmeriPride Services Inc.	361.31		
<u>Arnold Motor Supply</u>					
Arnold Motor Supply	Road & Bridge Equipment	Fuel Filler Neck	65.37	146818	05/28/2020
Arnold Motor Supply	Road & Bridge Equipment	Mudflaps #104	39.95	146636	05/11/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Arnold Motor Supply	Parks	Lift Support	34.42	146818	05/28/2020
Arnold Motor Supply	Parks	Window Handle	7.60	146636	05/11/2020
Arnold Motor Supply	Central Garage	Hitch Pins W Clip	10.17	146636	05/11/2020
Total for Arnold Motor Supply			157.51		
<u>Arnold Motor Supply, LLP</u>					
Arnold Motor Supply, LLP	Road & Bridge Equipment	Starter, Starter Relay, Relay Street #217 Acct 1335	45.14	146546	05/05/2020
Total for Arnold Motor Supply, LLP			45.14		
<u>Arthritis & Rheumatology Consult</u>					
Arthritis & Rheumatology Consultants PA	Health Insurance	Health 12294	23.41	12294	05/20/2020
Total for Arthritis & Rheumatology Consult			23.41		
<u>Ascent Aviation Group, Inc.</u>					
Ascent Aviation Group, Inc.	Airport	7206 Gross Gallons Jet-A w/Additive	9,335.18	146775	05/21/2020
Total for Ascent Aviation Group, Inc.			9,335.18		
<u>Baker Tilly Virchow Krause, LLP</u>					
Baker Tilly Virchow Krause, LLP	City Manager	Executive Search-City Admin	9,300.00	146707	05/20/2020
Total for Baker Tilly Virchow Krause, LLP			9,300.00		
<u>Barr Engineering Company</u>					
Barr Engineering Company	Lake Restoration	Habitat Restoration Project 03/21 to 04/17/2020	10,277.00	146696	05/14/2020
Barr Engineering Company	Lake Restoration	Habitat Restoration Removal Project 02/22/2020 - 03/20/2020	4,351.75	146696	05/14/2020
Barr Engineering Company	Lake Restoration	Nitrate Removal Project 02/22/2020 - 03/20/2020	1,408.00	146696	05/14/2020
Barr Engineering Company	Lake Restoration	Nitrate Removal Project 03/21 to 04/17/2020	338.00	146708	05/20/2020
Total for Barr Engineering Company			17,174.75		
<u>Bauer Built Tire</u>					
Bauer Built Tire	Garbage Collection	Garbage Truck 2 Tires	314.00	146819	05/28/2020
Bauer Built Tire	Parks	Turfsaver Tires Park Dept	39.24	146819	05/28/2020
Bauer Built Tire	Parks	Carlisle Multitrac Tires Park #58	360.00	146547	05/05/2020
Total for Bauer Built Tire			1,713.24		
<u>Bean Town, LLC</u>					
Bean Town, LLC	Paved Streets	Replace two trees that were damaged in Wbgo Ave Construction	316.05	146637	05/11/2020
Total for Bean Town, LLC			316.05		
<u>Becker</u>					
Becker	Library	04/11 to 04/24/20 Library Cleaning	100.00	146500	05/01/2020
Becker	Library	04/25 to 05/08/2020 Cleaning Library	200.00	146638	05/11/2020
Becker	Library	05/09/20 to 05/22/20 Cleaning Library	200.00	146820	05/28/2020
Total for Becker			500.00		
<u>Beemer Companies</u>					
Beemer Companies	Other General Gov't	Demolition 931 Albion Ave	5,000.00	146709	05/20/2020
Total for Beemer Companies			5,000.00		
<u>Beletti, Mike</u>					
Beletti, Mike	Crime Control & Investigation	Cell Phone Mounts for Squads & Additional Plates.	97.63	0	05/20/2020
Total for Beletti, Mike			97.63		
<u>Bell</u>					
Bell	Flex Plan	Flex 10745	633.10	10745	05/20/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Total for Bell			€ 33.10		
<u>Bellboy Corporation</u>					
Bellboy Corporation	Liquor - Mdse for Resale	Liquor	3,419.00	146584	05/08/2020
Bellboy Corporation	Liquor - Mdse for Resale	Freight	64.00	146584	05/08/2020
Bellboy Corporation	Liquor - Mdse for Resale	Misc Merchandise for Resale-Liquor Store	195.35	146584	05/08/2020
Bellboy Corporation	Liquor - Mdse for Resale	Freight	-4.00	146584	05/08/2020
Bellboy Corporation	Liquor - Mdse for Resale	Liquor	-140.00	146584	05/08/2020
Bellboy Corporation	Liquor - Mdse for Resale	Wine	176.00	146584	05/08/2020
Bellboy Corporation	Liquor - Mdse for Resale	Freight	22.00	146584	05/08/2020
Bellboy Corporation	Liquor - Mdse for Resale	Freight	5.63	146584	05/08/2020
Bellboy Corporation	Liquor - Mdse for Resale	Pop/Mix	42.00	146584	05/08/2020
Bellboy Corporation	Liquor Store	Supplies-Liquor Store	15.00	146584	05/08/2020
Total for Bellboy Corporation			4,494.98		
<u>Bettin Trucking, Inc.</u>					
Bettin Trucking, Inc.	Paved Streets	Gravel Horatio Hammerhead	1,162.64	146821	05/28/2020
Total for Bettin Trucking, Inc.			1,162.64		
<u>Bevcomm Inc</u>					
Bevcomm Inc	Director of Finance	May 2020 Telephone	24.39	146639	05/11/2020
Bevcomm Inc	City Attorney	May 2020 Telephone	6.77	146639	05/11/2020
Bevcomm Inc	Fire Fighting	May 2020 Telephone	1.10	146639	05/11/2020
Bevcomm Inc	City Manager	May 2020 Telephone	15.24	146639	05/11/2020
Bevcomm Inc	Crime Control & Investigation	UPS Police Dept	21.57	146639	05/11/2020
Bevcomm Inc	Building Inspection	May 2020 Telephone	7.63	146639	05/11/2020
Bevcomm Inc	Data Processing	April 2020 Contracted Computer Support	5,300.00	146639	05/11/2020
Bevcomm Inc	Liquor Store	May 2020 Telephone	1.65	146639	05/11/2020
Bevcomm Inc	Airport	May 2020 Telephone	3.30	146639	05/11/2020
Bevcomm Inc	Central Garage	May 2020 Telephone	1.95	146639	05/11/2020
Bevcomm Inc	Data Processing	May 2020 RocketFailover Fusion	39.95	146639	05/11/2020
Bevcomm Inc	Data Processing	May 2020 Back-up Data Recovery Server & Choicescan Email F	285.00	146639	05/11/2020
Bevcomm Inc	Data Processing	May 2020 Microsoft Office 365 Business	247.50	146639	05/11/2020
Bevcomm Inc	Animal Control	May 2020 Telephone	0.55	146639	05/11/2020
Bevcomm Inc	Engineering	May 2020 Telephone	17.61	146639	05/11/2020
Bevcomm Inc	Paved Streets	May 2020 Telephone	3.55	146639	05/11/2020
Bevcomm Inc	Aquatic Park	May 2020 Telephone	25.09	146639	05/11/2020
Bevcomm Inc	Parks	May 2020 Telephone	2.40	146639	05/11/2020
Bevcomm Inc	Economic Development	May 2020 Telephone	3.65	146639	05/11/2020
Total for Bevcomm Inc			6,108.90		
<u>Bloomquist</u>					
Bloomquist	Health Insurance	Biometrics Wellness Screening Incentive	250.00	0	05/28/2020
Total for Bloomquist			250.00		
<u>Blue Cross Blue Shield</u>					
Blue Cross Blue Shield	Health Insurance	Enhanced Employee Assistance Services May 2020	96.00	146823	05/28/2020
Total for Blue Cross Blue Shield			96.00		

Accounts Payable
Check Approval List - City Council



From: 04/29/2020

To: 05/31/2020

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>Bode</u>					
Bode	Planning & Zoning	April 3 to May 2, 2020 Cell Phone	50.00	146640	05/11/2020
		Total for Bode	50.00		
<u>Boekett Building Supply</u>					
Boekett Building Supply	General Government Buildings	Nails City Hall Gazebo Shingling Project	22.00	146548	05/05/2020
Boekett Building Supply	Paved Streets	Concrete Tools	90.68	146824	05/28/2020
Boekett Building Supply	Paved Streets	Stakes 24", Stakes 16"	37.00	146824	05/28/2020
Boekett Building Supply	Paved Streets	Sakrete Sand Mix	23.70	146824	05/28/2020
Boekett Building Supply	Parks	Building Repairs Parks	27.13	146501	05/01/2020
Boekett Building Supply	Parks	Brackets	35.07	146824	05/28/2020
Boekett Building Supply	Parks	Utility Knife & Tar Paper	49.39	146548	05/05/2020
Boekett Building Supply	Parks	Building Repairs Parks	48.06	146501	05/01/2020
Boekett Building Supply	Parks	Building Repairs Parks	52.26	146501	05/01/2020
		Total for Boekett Building Supply	485.29		
<u>Bolton & Menk, Inc.</u>					
Bolton & Menk, Inc.	Paved Streets	Lake Ave Street & Utility Improvements from 4th St to Dtnw Plaz	74,615.00	146710	05/20/2020
Bolton & Menk, Inc.	Paved Streets	Margaret St Reconstruction	74.00	146710	05/20/2020
		Total for Bolton & Menk, Inc.	74,789.00		
<u>Bomgaars Supply</u>					
Bomgaars Supply	Road & Bridge Equipment	Truck Bed Mat & Tailgate Mat	14.87	146825	05/28/2020
Bomgaars Supply	Road & Bridge Equipment	Equipment Parts Street Dept	9.38	146825	05/28/2020
Bomgaars Supply	Parks	Equip Repair Parts Park Dept	16.68	146825	05/28/2020
Bomgaars Supply	Parks	Equipment Parts	290.00	146825	05/28/2020
Bomgaars Supply	Parks	Shop Materials Park Dept	183.33	146825	05/28/2020
Bomgaars Supply	Central Garage	Shop Supplies	299.94	146825	05/28/2020
		Total for Bomgaars Supply	914.20		
<u>Boyer Ford Trucks, Inc.</u>					
Boyer Ford Trucks, Inc.	Road & Bridge Equipment	Belt Tensioner	87.42	146502	05/01/2020
Boyer Ford Trucks, Inc.	Road & Bridge Equipment	Magnet Assembly	438.70	146641	05/11/2020
Boyer Ford Trucks, Inc.	Road & Bridge Equipment	Lever Assembly	164.17	146641	05/11/2020
		Total for Boyer Ford Trucks, Inc.	690.29		
<u>Braun Intertec Corp.</u>					
Braun Intertec Corp.	Paved Streets	Geotechnical Evaluation Margaret St Services Thru 03/21/2020	3,004.25	146711	05/20/2020
Braun Intertec Corp.	Paved Streets	Geotechnical Eval ProfServ Thru 05/01/20	18,335.75	146697	05/14/2020
		Total for Braun Intertec Corp.	21,340.00		
<u>Breakthru Beverage MN Wine & S</u>					
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Beer	301.60	146776	05/21/2020
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Pop/Mix	171.48	146776	05/21/2020
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	192.78	146776	05/21/2020
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	11,275.32	146776	05/21/2020
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	1,122.70	146776	05/21/2020
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	7,512.07	146585	05/08/2020
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	1,906.71	146585	05/08/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020 To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Beer	117.85	146585	05/08/2020
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Pop/Mix	56.94	146585	05/08/2020
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	177.31	146585	05/08/2020
		Total for Breakthru Beverage MN Wine & S	23,134.76		
<u>Bryan Rock Products, Inc</u>					
Bryan Rock Products, Inc	Parks	1 load of ag line Winnebago Softball Diamonds	997.11	146549	05/05/2020
		Total for Bryan Rock Products, Inc	997.11		
<u>Buchholz</u>					
Buchholz	Non-departmental	Refund Check	1.05	146534	05/01/2020
Buchholz	Non-departmental	Refund Check	0.53	146534	05/01/2020
Buchholz	Non-departmental	Refund Check	0.06	146534	05/01/2020
Buchholz	Non-departmental	Refund Check	1.57	146534	05/01/2020
		Total for Buchholz	3.21		
<u>Buck's Upholstery & More</u>					
Buck's Upholstery & More	Road & Bridge Equipment	Repair Seat #124	62.73	146550	05/05/2020
		Total for Buck's Upholstery & More	62.73		
<u>Bura</u>					
Bura	Non-departmental	Refund Check	2.07	146493	04/29/2020
Bura	Non-departmental	Refund Check	1.04	146493	04/29/2020
Bura	Non-departmental	Refund Check	0.10	146493	04/29/2020
Bura	Non-departmental	Refund Check	3.10	146493	04/29/2020
		Total for Bura	6.31		
<u>Cardmember Services</u>					
Cardmember Services	Mayor & Council	Training-Cancelled due to COVID 19	-300.00	146642	05/11/2020
Cardmember Services	Mayor & Council	GoTo Meetings Due to COVID 19	618.48	146642	05/11/2020
Cardmember Services	Crime Control & Investigation	POST License Renewal Asmus, Hunter, Kotewa & Murray	540.00	146642	05/11/2020
Cardmember Services	Crime Control & Investigation	Evidence Bag Tubing W/ White Stripe, Hemp/CBD Screening Te	140.28	146642	05/11/2020
Cardmember Services	Crime Control & Investigation	Equipment Belt Boltjes	97.73	146642	05/11/2020
Cardmember Services	Engineering	Supplies to Make Construction Books for Contractors	279.16	146642	05/11/2020
Cardmember Services	Aquatic Park	Staff Clothing for Resale Aquatic Park	1,036.45	146642	05/11/2020
		Total for Cardmember Services	2,112.10		
<u>Cemstone Concrete Materials LLC</u>					
Cemstone Concrete Materials LLC	Storm Sewer Mnt	1 Yard Dirt Street Dept	249.50	146643	05/11/2020
Cemstone Concrete Materials LLC	Storm Sewer Mnt	1 Yard Concrete 1411 N Prairie	249.50	146643	05/11/2020
Cemstone Concrete Materials LLC	Storm Sewer Mnt	1411 N Prairie	249.00	146777	05/21/2020
Cemstone Concrete Materials LLC	Storm Sewer Mnt	605 Willow St 3.5 yds Concrete	336.50	146789	05/21/2020
		Total for Cemstone Concrete Materials LLC	1,184.50		
<u>Central Farm Service</u>					
Central Farm Service	Airport	Propane-Commercial Airport	270.60	146551	05/05/2020
Central Farm Service	Central Garage	5W 20 Bulk City Shop	135.75	146551	05/05/2020
		Total for Central Farm Service	406.35		
<u>Chain Of Lakes Pet Hospital</u>					
Chain Of Lakes Pet Hospital	Crime Control & Investigation	Heartguard Plus for Police K9	51.18	146712	05/20/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
		Total for Chain Of Lakes Pet Hospital	51.18		
Cisneros					
Cisneros	Culture & Rec Charges	Shelter House Refund due to COVID 19 Sylvania 06/08/2020	80.53	146644	05/11/2020
		Total for Cisneros	80.53		
City of Lakes Media					
City of Lakes Media	Other General Gov't	Census Ads 4331-1, 4358-1, 4359-1	301.00	146552	05/05/2020
City of Lakes Media	Other General Gov't	Census Ads	301.00	146552	05/05/2020
		Total for City of Lakes Media	602.00		
Covert Track Group, Inc.					
Covert Track Group, Inc.	Crime Control & Investigation	Renewal of Unlimited 5 Second Updates & Annual Subscription	600.00	146645	05/11/2020
		Total for Covert Track Group, Inc.	600.00		
Cress Refrigeration					
Cress Refrigeration	SMEC Building	Low Water Cut-Off Set On Boiler #2	360.00	146505	05/01/2020
		Total for Cress Refrigeration	360.00		
Crysteel Truck Equipment Inc					
Crysteel Truck Equipment Inc	Road & Bridge Equipment	Back Rack RAM	149.00	146646	05/11/2020
Crysteel Truck Equipment Inc	Road & Bridge Equipment	15" LED Bar	71.80	146646	05/11/2020
Crysteel Truck Equipment Inc	Parks	Timbren 97-15 Jeep Wrangler	241.00	146506	05/01/2020
Crysteel Truck Equipment Inc	Central Garage	Switch, 6-24 Volt Breakaway (4)	29.00	146553	05/05/2020
		Total for Crysteel Truck Equipment Inc	990.80		
Culligan Water of Fairmont					
Culligan Water of Fairmont	Fire Fighting	Water Fire Dept	18.45	146647	05/11/2020
		Total for Culligan Water of Fairmont	18.45		
Dakota Riggers & Tool Supply, Inc.					
Dakota Riggers & Tool Supply, Inc.	Storm Sewer Mnt	Chains, Swivel Hook & Cable Slings	341.21	146826	05/28/2020
		Total for Dakota Riggers & Tool Supply, Inc	341.21		
Dan's Appliance, Inc.					
Dan's Appliance, Inc.	Parks	Refrigerator Parks Dept	679.99	146827	05/28/2020
		Total for Dan's Appliance, Inc.	679.99		
Darold Neinhaus					
Darold Neinhaus	Other General Gov't	Asbestos Inspections: 103 s Orient, 523 N Elm, 719 E 6th St	1,846.00	146554	05/05/2020
		Total for Darold Neinhaus	1,846.00		
Davis					
Davis	Culture & Rec Charges	Refund Cedar Creek Shelter House Rental 05/22/20 due to COV	80.53	146648	05/11/2020
		Total for Davis	80.53		
Day Plumbing Heating & Cooling.					
Day Plumbing Heating & Cooling, Inc.	General Government Buildings	04/29 & 5/15 Check Computer Room Not Cooling.	578.75	146828	05/28/2020
Day Plumbing Heating & Cooling, Inc.	SMEC Building	Check Auto Flushing Stool & Order Parts SMEC	85.00	146555	05/05/2020
Day Plumbing Heating & Cooling, Inc.	Aquatic Park	Started Hot Water Boilers for Bath House Only No Water In Pool	95.00	146713	05/20/2020
Day Plumbing Heating & Cooling, Inc.	Parks	Plumbing Parts Repairs for Park Dept	49.65	146828	05/28/2020
		Total for Day Plumbing Heating & Cooling,	1,308.40		
Diegnau					
Diegnau	Non-departmental	Refund Check	0.54	146535	05/01/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020 To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Diegnau	Non-departmental	Refund Check	0.13	146535	05/01/2020
Diegnau	Non-departmental	Refund Check	0.38	146535	05/01/2020
Diegnau	Non-departmental	Refund Check	0.26	146535	05/01/2020
		Total for Diegnau	1.31		
<u>Donnelly</u>					
Donnelly	Liquor Store	Shelf Tag Holders Liquor Store	71.92	146649	05/11/2020
		Total for Donnelly	71.92		
<u>Duderstadt, Jr.</u>					
Duderstadt, Jr.	Mayor & Council	April 2020 Council Meetings	25.00	146507	05/01/2020
		Total for Duderstadt, Jr.	25.00		
<u>Dulcimer Medical Center</u>					
Dulcimer Medical Center	Health Insurance	Health 12295	187.52	12295	05/20/2020
		Total for Dulcimer Medical Center	187.52		
<u>DVS Renewal</u>					
DVS Renewal	Crime Control & Investigation	Renew License Tabs for 2018 Ford Explorer	11.00	146508	05/01/2020
		Total for DVS Renewal	11.00		
<u>Edward Kellen</u>					
Edward Kellen	Non-departmental	AR Refund	53.00	146698	05/14/2020
		Total for Edward Kellen	53.00		
<u>Equifax Information Services, LLC</u>					
Equifax Information Services, LLC	General Government Buildings	Invoice Service Fee & Minimum Charge April 2020	38.00	146509	05/01/2020
Equifax Information Services, LLC	General Government Buildings	Invoice Service Fee & Minimum Chg May 2020	38.00	146829	05/28/2020
		Total for Equifax Information Services, LLC	76.00		
<u>Everstrong Construction, Inc.</u>					
Everstrong Construction, Inc.	Airport	Construct 7 Unit T-Hangar Fmt Municipal Airport	188,331.56	146699	05/14/2020
		Total for Everstrong Construction, Inc.	188,331.56		
<u>Evident, Inc.</u>					
Evident, Inc.	Crime Control & Investigation	Supplies for Evidence Storage	400.99	146830	05/28/2020
		Total for Evident, Inc.	400.99		
<u>Fairmont Awards Manufacturing</u>					
Fairmont Awards Manufacturing	City Manager	Cathleen Reynolds, City Administrator Name Plate & Engraving	21.55	146790	05/21/2020
Fairmont Awards Manufacturing	Aquatic Park	Clothing Resale for Staff	50.00	146650	05/11/2020
		Total for Fairmont Awards Manufacturing	71.55		
<u>Fairmont Glass & Sign Products, I</u>					
Fairmont Glass & Sign Products, Inc.	General Government Buildings	Plexiglass Shield Downstairs City Hall	195.00	146510	05/01/2020
		Total for Fairmont Glass & Sign Products, I	195.00		
<u>Fairmont Sentinel</u>					
Fairmont Sentinel	Other General Gov't	City Council Mtg to Interview Potential City Atty's	24.75	146831	05/28/2020
Fairmont Sentinel	Weed Control	Mowing Proposals	336.00	146791	05/21/2020
Fairmont Sentinel	Liquor Store	Liquor Store Advertising	196.00	146791	05/21/2020
		Total for Fairmont Sentinel	556.75		
<u>Fairmont True Value</u>					
Fairmont True Value	Parks	5 32 Gallon Garbage Bins W/ Lids	89.95	146832	05/28/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Fairmont True Value	Parks	Stain & Pail Liners	50.47	146832	05/28/2020
Fairmont True Value	Parks	Maint Supplies Park Dept	47.94	146511	05/01/2020
Fairmont True Value	Parks	Maint Supplies Park Dept	10.99	146511	05/01/2020
Fairmont True Value	Parks	Maint Supplies Mini Golf Repairs	21.86	146511	05/01/2020
Fairmont True Value	Parks	Maint Supplies Park Dept	34.98	146511	05/01/2020
Fairmont True Value	Airport	GLS BBLU Paint	2.99	146792	05/21/2020
Fairmont True Value	Airport	Paint Supplies	12.78	146792	05/21/2020
Total for Fairmont True Value			171.96		
<u>Fastenal Company</u>					
Fastenal Company	Parks	Bolts Park 25A	10.74	146556	05/05/2020
Fastenal Company	Parks	Bolts Park Dept	4.62	146556	05/05/2020
Fastenal Company	Central Garage	Shop Supplies	50.31	146556	05/05/2020
Total for Fastenal Company			65.67		
<u>Federated Rural Electric Associat</u>					
Federated Rural Electric Association	Airport	03/30 to 04/30/20 Electric Service Airport	54.38	146651	05/11/2020
Total for Federated Rural Electric Associat			54.38		
<u>Fire Safety USA, Inc.</u>					
Fire Safety USA, Inc.	Fire Fighting	Fire Hoses	5,690.00	146652	05/11/2020
Total for Fire Safety USA, Inc.			5,690.00		
<u>Flaherty & Hood P.A.</u>					
Flaherty & Hood P.A.	City Attorney	Legal Services April 2020	4,745.00	146714	05/20/2020
Flaherty & Hood P.A.	City Attorney	Labor & Employment Consultation Services April 2020	2,175.00	146714	05/20/2020
Total for Flaherty & Hood P.A.			6,920.00		
<u>Fleet & Farm Supply</u>					
Fleet & Farm Supply	General Government Buildings	Paint Supplies Humane Society	40.21	146557	05/05/2020
Fleet & Farm Supply	Crime Control & Investigation	K9 Food Police Dept	52.99	146557	05/05/2020
Fleet & Farm Supply	Crime Control & Investigation	Keys for Impound for Squad 1	3.98	146557	05/05/2020
Fleet & Farm Supply	Fire Fighting	Sprayers Fire Dept	19.98	146557	05/05/2020
Fleet & Farm Supply	Paved Streets	Repair & Maint Supplies	52.91	146557	05/05/2020
Fleet & Farm Supply	Parks	Tools Used for Plumbing Park Dept	41.97	146557	05/05/2020
Fleet & Farm Supply	Liquor Store	Cleaning Supplies Liquor Store	33.96	146557	05/05/2020
Total for Fleet & Farm Supply			246.00		
<u>Fowler</u>					
Fowler	Culture & Rec Charges	Reissue #146146-Refund Shelter House Rent 05/03/20 COVID 1	80.53	146512	05/01/2020
Total for Fowler			80.53		
<u>Frontier Communications</u>					
Frontier Communications	Director of Finance	May 2020 Telephone	67.01	146793	05/21/2020
Frontier Communications	City Attorney	May 2020 Telephone	67.01	146793	05/21/2020
Frontier Communications	Fire Fighting	May 2020 Telephone Fire Dept	41.99	146793	05/21/2020
Frontier Communications	Fire Fighting	May 2020 Telephone Fire Dept	45.00	146793	05/21/2020
Frontier Communications	Fire Fighting	May 2020 Telephone	26.80	146793	05/21/2020
Frontier Communications	City Manager	May 2020 Telephone	174.21	146793	05/21/2020
Frontier Communications	Airport	May 2020 Telephone	40.21	146793	05/21/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Frontier Communications	Airport	May 2020 Telephone Airport	95.91	146793	05/21/2020
Frontier Communications	Airport	May 2020 Telephone Airport	83.33	146793	05/21/2020
Frontier Communications	Central Garage	May 2020 Telephone	26.80	146793	05/21/2020
Frontier Communications	Paved Streets	May 2020 Telephone	80.41	146793	05/21/2020
Frontier Communications	Paved Streets	May 2020 Telephone Street	82.32	146793	05/21/2020
Frontier Communications	Engineering	May 2020 Telephone	74.22	146793	05/21/2020
Frontier Communications	Parks	May 2020 Telephone	40.20	146793	05/21/2020
Frontier Communications	Parks	May 2020 Telephone Park	46.99	146793	05/21/2020
Frontier Communications	Economic Development	May 2020 Telephone	53.60	146793	05/21/2020
Frontier Communications	Recording & Reporting	May 2020 Telephone	80.41	146793	05/21/2020
Frontier Communications	Planning & Zoning	May 2020 Telephone	67.01	146793	05/21/2020
Frontier Communications	Library	May 2020 Telephone	163.46	146653	05/11/2020
Frontier Communications	Crime Control & Investigation	May 2020 Telephone	40.20	146793	05/21/2020
Frontier Communications	Building Inspection	May 2020 Telephone	67.01	146793	05/21/2020
Frontier Communications	Animal Control	May 2020 Telephone Humane Society	138.94	146833	05/28/2020
		Total for Frontier Communications	2,003.04		
<u>G & R Controls, Inc.</u>					
G & R Controls, Inc.	Library	Preventative Maint Services Library	692.00	146654	05/11/2020
		Total for G & R Controls, Inc.	692.00		
<u>Gangestad</u>					
Gangestad	Culture & Rec Charges	Cancel Shelter House Rental 07/24/2020 due to COVID 19	80.53	146834	05/28/2020
		Total for Gangestad	80.53		
<u>Gemini Studios</u>					
Gemini Studios	Local Access	May 2020 Operation of Audio & Video Broadcast Equipment	150.00	146558	05/05/2020
Gemini Studios	Local Access	May 2020 Local Access & Boxcast Membership	600.00	146558	05/05/2020
Gemini Studios	Local Access	CD Player-to play uncopyrighted music from Gemini Studios	280.00	146715	05/20/2020
		Total for Gemini Studios	1,030.00		
<u>Gillette Pepsi Companies Inc.</u>					
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	65.35	146586	05/08/2020
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	90.38	146586	05/08/2020
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	245.84	146586	05/08/2020
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	170.86	146586	05/08/2020
		Total for Gillette Pepsi Companies Inc.	572.43		
<u>GMS Industrial Supplies, Inc.</u>					
GMS Industrial Supplies, Inc.	Central Garage	Shop Supplies	293.08	146655	05/11/2020
		Total for GMS Industrial Supplies, Inc.	293.08		
<u>GMS, Inc.</u>					
GMS, Inc.	Urban Redevelopment & Housing	Monthly License & Warranty April 2020	80.00	146716	05/20/2020
		Total for GMS, Inc.	80.00		
<u>Gopher Alarms, LLC</u>					
Gopher Alarms, LLC	General Government Buildings	Alarm Monitoring April, May & June City Hall	48.00	146559	05/05/2020
Gopher Alarms, LLC	General Government Buildings	Alarm Monitoring April, May & June Martin County Arena	72.00	146559	05/05/2020
Gopher Alarms, LLC	Library	Alarm Monitoring April, May & June Library	72.00	146559	05/05/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Gopher Alarms, LLC	SMEC Building	Alarm Monitoring April, May & June SMEC	72.00	146559	05/05/2020
Gopher Alarms, LLC	Paved Streets	Alarm Monitoring April, May & June Street Dept	36.00	146559	05/05/2020
Gopher Alarms, LLC	Parks	Alarm Monitoring April, May & June Park Dept	36.00	146559	05/05/2020
Gopher Alarms, LLC	Liquor Store	Burgler & Alarm Monitoring April, May & June Liquor Store	20.00	146559	05/05/2020
		Total for Gopher Alarms, LLC	156.00		
<u>Graham Tire Company</u>					
Graham Tire Company	Road & Bridge Equipment	Tires 2015 Dodge 1500 Street Dept	631.12	146513	05/01/2020
Graham Tire Company	Parks	2 Tires for Bush Hog Mower	69.24	146835	05/28/2020
Graham Tire Company	Parks	Tires Park Dept #50	1,62.20	146513	05/01/2020
		Total for Graham Tire Company	1,162.56		
<u>Grunig-Armitage</u>					
Grunig-Armitage	Culture & Rec Charges	Refund Lincoln Shelter House 09/26/2020 due to CIVD 19	187.91	146836	05/28/2020
		Total for Grunig-Armitage	187.91		
<u>Guns Galore</u>					
Guns Galore	Crime Control & Investigation	HK MP5 Magazines, Parts to Repair Nick's Rifle HEAT Team	348.00	146837	05/28/2020
		Total for Guns Galore	348.00		
<u>Haegeman</u>					
Haegeman	Non-departmental	Refund Check	0.12	146494	04/29/2020
Haegeman	Non-departmental	Refund Check	0.05	146494	04/29/2020
Haegeman	Non-departmental	Refund Check	0.17	146494	04/29/2020
		Total for Haegeman	0.34		
<u>Hall</u>					
Hall	Non-departmental	Refund Check	0.13	146495	04/29/2020
Hall	Non-departmental	Refund Check	0.01	146495	04/29/2020
Hall	Non-departmental	Refund Check	0.38	146495	04/29/2020
Hall	Non-departmental	Refund Check	0.25	146495	04/29/2020
		Total for Hall	0.77		
<u>Hanson</u>					
Hanson	Health Insurance	Health 12298	26.29	12298	05/20/2020
		Total for Hanson	26.29		
<u>Harrison Truck Centers</u>					
Harrison Truck Centers	Garbage Collection	Wheel Studs Unit #51	13.23	146838	05/28/2020
		Total for Harrison Truck Centers	13.23		
<u>Hawkins, Inc.</u>					
Hawkins, Inc.	Aquatic Park	Pool Operating Supplies	3,331.50	146839	05/28/2020
		Total for Hawkins, Inc.	3,331.50		
<u>Healey</u>					
Healey	Non-departmental	Refund Check	0.01	146536	05/01/2020
Healey	Non-departmental	Refund Check	0.59	146536	05/01/2020
Healey	Non-departmental	Refund Check	1.55	146536	05/01/2020
Healey	Non-departmental	Refund Check	0.39	146536	05/01/2020
Healey	Non-departmental	Refund Check	0.20	146536	05/01/2020
		Total for Healey	2.74		

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>Health Partners DBS Virtuwell</u> Health Partners DBS Virtuwell	Health Insurance	Health 12296	24.00	12296	05/20/2020
		Total for Health Partners DBS Virtuwell	24.00		
<u>Henessee</u> Henessee	City Manager	Room Charge for City Admin Interviews	31.06	146717	05/20/2020
Henessee	City Manager	Additional Expenses for City Admin Interviews 05/04/2020	33.32	146717	05/20/2020
		Total for Henessee	64.38		
<u>Hertzke Construction & Millwork,</u> Hertzke Construction & Millwork, Inc.	Parks	2 x6's 12' Treated Let's Go Fishing Docks	64.02	146514	05/01/2020
		Total for Hertzke Construction & Millwork,	64.02		
<u>Hinz</u> Hinz	Culture & Rec Charges	Refund Lincoln Park Shelter House Rental due to COVID 19 5/11	80.53	146560	05/05/2020
		Total for Hinz	80.53		
<u>Hoffman Filter Service, LLC</u> Hoffman Filter Service, LLC	Central Garage	Corrected Invoice as previous invoice was incorrectly figured.	45.00	146718	05/20/2020
		Total for Hoffman Filter Service, LLC	45.00		
<u>Hohenstein's Inc.</u> Hohenstein's Inc.	Liquor - Mdse for Resale	Beer	84.70	146778	05/21/2020
		Total for Hohenstein's Inc.	84.70		
<u>Holiday Inn</u> Holiday Inn	City Manager	April 2020 Hotel Rooms M Sievert	55.68	146561	05/05/2020
		Total for Holiday Inn	55.68		
<u>Hometown Sanitation Services, LI</u> Hometown Sanitation Services, LLC	SMEC Building	May 2020 Refuse Removal SMEC	123.01	146656	05/11/2020
Hometown Sanitation Services, LLC	Liquor Store	May 2020 Cardboard Pickup Liquor Store	62.99	146562	05/05/2020
		Total for Hometown Sanitation Services, LI	86.00		
<u>Horizon Commercial Pool Supply</u> Horizon Commercial Pool Supply	Aquatic Park	Blue Quartz Aggregate 80lb Aquatic Park	00.87	146719	05/20/2020
		Total for Horizon Commercial Pool Supply	00.87		
<u>Humpal</u> Humpal	Flex Plan	flex check 10741	07.16	10741	05/01/2020
Humpal	Flex Plan	Flex 10743	12.53	10743	05/20/2020
		Total for Humpal	19.69		
<u>Hy Vee Food Store</u> Hy Vee Food Store	City Manager	Supplies	50.17	146515	05/01/2020
		Total for Hy Vee Food Store	50.17		
<u>I + S Group, Inc.</u> I + S Group, Inc.	Paved Streets	Project 14-16672 Services thru 03/31/2020	79,322.50	146720	05/20/2020
		Total for I + S Group, Inc.	79,322.50		
<u>Innovative Credit Solutions</u> Innovative Credit Solutions	Economic Development	Credit Reports	34.00	146657	05/11/2020
		Total for Innovative Credit Solutions	34.00		
<u>International Code Council</u>					

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
International Code Council	Building Inspection	2020 Minnesota Fire Code	2,06.00	146794	05/21/2020
Total for International Code Council			2,06.00		
<u>J. H. Larson</u>					
J. H. Larson	Civil Defense	200A 300V Class T Fast Acting Bolt In Fuse Civil Defense Siren	93.00	146563	05/05/2020
J. H. Larson	Incubator Building	2 Cases of Light Bulbs Incubator Bldg	140.09	146840	05/28/2020
J. H. Larson	Incubator Building	Case of Light Bulbs Incubator Bldg	59.69	146840	05/28/2020
J. H. Larson	Incubator Building	Case of Light Bulbs Incubator Bldg	59.69	146840	05/28/2020
J. H. Larson	Incubator Building	Case of Light Bulbs Incubator Bldg	59.69	146840	05/28/2020
J. H. Larson	Parks	1 1/2" Clamps Park Dept	29.67	146516	05/01/2020
Total for J. H. Larson			1,741.83		
<u>James</u>					
James	Non-departmental	Refund Check	0.41	146496	04/29/2020
James	Non-departmental	Refund Check	0.20	146496	04/29/2020
James	Non-departmental	Refund Check	0.02	146496	04/29/2020
James	Non-departmental	Refund Check	0.62	146496	04/29/2020
Total for James			1.25		
<u>John Deere Financial</u>					
John Deere Financial	Parks	Bushings & Pins	70.46	146795	05/21/2020
Total for John Deere Financial			70.46		
<u>Johnson Brothers Liquor Compar</u>					
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Beer	68.00	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	29.95	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	6.76	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	8.45	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	196.00	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	21.65	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	14,223.73	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	260.31	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	381.85	146587	05/08/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	566.29	146587	05/08/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	17,880.96	146587	05/08/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	8,046.61	146587	05/08/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	78.60	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	10,867.46	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	2,004.05	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	75.21	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	72.68	146779	05/21/2020
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	1,863.82	146779	05/21/2020
Total for Johnson Brothers Liquor Compar			56,509.08		
<u>KBEW</u>					
KBEW	Other General Gov't	Census Advertising 12:30Spots	306.00	146564	05/05/2020
Total for KBEW			306.00		
<u>KLJ Engineering, LLC</u>					

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
KLJ Engineering, LLC	Airport	Plans for Aircraft Storage & Taxilanes thru 03/14/2020	1,395.01	146722	05/20/2020
KLJ Engineering, LLC	Airport	Services for Airfield Pavement Rehab Project Through 03/14/2020	152.35	146722	05/20/2020
KLJ Engineering, LLC	Airport	T-Hangar CACO Services Through 03/14/2020	1,479.85	146722	05/20/2020
KLJ Engineering, LLC	Airport	T-Hangar CACO Through 04/11/2020	939.25	146722	05/20/2020
KLJ Engineering, LLC	Airport	Airfield Pavement Rehab Through 04/11/2020	215.01	146722	05/20/2020
		Total for KLJ Engineering, LLC	4,481.47		
<u>Kutnink</u>					
Kutnink	Non-departmental	Refund Check	1.02	146537	05/01/2020
Kutnink	Non-departmental	Refund Check	0.51	146537	05/01/2020
Kutnink	Non-departmental	Refund Check	0.04	146537	05/01/2020
Kutnink	Non-departmental	Refund Check	1.53	146537	05/01/2020
		Total for Kutnink	3.10		
<u>Lardy</u>					
Lardy	Paved Streets	Wheel Barrow	28.84	0	05/11/2020
Lardy	Parks	Fuel Cans for Park Mowers	58.44	0	05/11/2020
Lardy	Parks	Fan Nozzle with Ergonomic Insulated Grip	36.48	0	05/28/2020
Lardy	Parks	Toner Cartridge Replacement	53.68	0	05/28/2020
		Total for Lardy	177.44		
<u>Last Touch Paint LLC</u>					
Last Touch Paint LLC	Parks	Paint Supplies Park Dept	38.25	146841	05/28/2020
Last Touch Paint LLC	Parks	Paint Supplies Park Dept	108.73	146841	05/28/2020
		Total for Last Touch Paint LLC	146.98		
<u>Lawn Solutions</u>					
Lawn Solutions	Weed Control	May 2020 Law Mowing & Trimming City Properties	1,190.00	146517	05/01/2020
Lawn Solutions	SMEC Building	Mow & Trim May 2020 SMEC	170.00	146517	05/01/2020
Lawn Solutions	SMEC Building	Mow & Trim SMEC June 2020	170.00	146842	05/28/2020
		Total for Lawn Solutions	2,530.00		
<u>League Of Mn Cities Ins Trust</u>					
League Of Mn Cities Ins Trust	Property/Liability Insurance	LMC GL 000000078343	10,000.00	146518	05/01/2020
League Of Mn Cities Ins Trust	Property/Liability Insurance	Claim# LMC GL 000000103167	60.00	146843	05/28/2020
		Total for League Of Mn Cities Ins Trust	10,060.00		
<u>Lexipol, LLC</u>					
Lexipol, LLC	Crime Control & Investigation	Law Enforcement Standard Policy Cross-Reference 05/20 to 04/	2,950.00	146565	05/05/2020
Lexipol, LLC	Crime Control & Investigation	Annual Law Enforcement Policy & Manual Training Bulletins	9,607.00	146565	05/05/2020
		Total for Lexipol, LLC	12,557.00		
<u>Lexis Nexis Risk Data Management, Inc</u>					
Lexis Nexis Risk Data Management, Inc	Other General Gov't	April 2020 Monthly Subscription Fee	100.00	146658	05/11/2020
		Total for Lexis Nexis Risk Data Management, Inc	100.00		
<u>Liquor Store Petty Cash</u>					
Liquor Store Petty Cash	Liquor Store	Learn2Serve Off-Premises Alcohol Seller/Server Training	22.50	146659	05/11/2020
		Total for Liquor Store Petty Cash	22.50		
<u>Live Fit Sports and Wellness Center, LLC</u>					
Live Fit Sports and Wellness Center, LLC	Non-departmental	FEDA Loan	75,000.00	146844	05/28/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Total for Live Fit Sports and Wellness Cent			75,000.00		
<u>Locators & Supplies, Inc</u>					
Locators & Supplies, Inc	Paved Streets	Cowhide Gloves 1/2 Street 1/2 Park	32.75	146519	05/01/2020
Locators & Supplies, Inc	Parks	Cowhide Gloves 1/2 Street 1/2 Park	32.75	146519	05/01/2020
Total for Locators & Supplies, Inc			65.50		
<u>Locher Bros. Inc</u>					
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	87.65	146780	05/21/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	17,036.20	146780	05/21/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	16.90	146780	05/21/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	18,018.54	146780	05/21/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	76.00	146588	05/08/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	21,049.90	146588	05/08/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	62.25	146588	05/08/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	44.70	146780	05/21/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	31.95	146780	05/21/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	28.00	146780	05/21/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	19.00	146588	05/08/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	3.95	146588	05/08/2020
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	17,086.11	146588	05/08/2020
Total for Locher Bros. Inc			75,273.35		
<u>Maidl</u>					
Maidl	Culture & Rec Charges	Refund shelter house rental Cedar Creek 06/06/2020 due to CO1	80.53	146723	05/20/2020
Total for Maidl			80.53		
<u>Mankato Clinic LTD</u>					
Mankato Clinic LTD	Health Insurance	Health 12297	273.07	12297	05/20/2020
Total for Mankato Clinic LTD			273.07		
<u>Martin</u>					
Martin	Non-departmental	Refund Check	2.37	146538	05/01/2020
Martin	Non-departmental	Refund Check	0.60	146538	05/01/2020
Martin	Non-departmental	Refund Check	0.30	146538	05/01/2020
Martin	Non-departmental	Refund Check	0.04	146538	05/01/2020
Martin	Non-departmental	Refund Check	0.89	146538	05/01/2020
Total for Martin			4.20		
<u>Martin County Auditor</u>					
Martin County Auditor	Library	2019 Custodial Services Martin Co Library	7,170.52	146566	05/05/2020
Martin County Auditor	Crime Control & Investigation	May 2020 Phone Bill Police Dept	93.44	146724	05/20/2020
Martin County Auditor	Crime Control & Investigation	May 2020 Rental of Security Bldg	4,276.58	146566	05/05/2020
Martin County Auditor	Paved Streets	Deed Tax for a Quit Claim Deed Lake Ave Reconstruction Projec	1.65	146796	05/21/2020
Total for Martin County Auditor			11,542.19		
<u>Martin County Highway Dept</u>					
Martin County Highway Dept	Other General Gov't	Fuel usage for March	51.75	146498	04/29/2020
Martin County Highway Dept	Fire Fighting	Fuel usage for March	43.53	146498	04/29/2020
Martin County Highway Dept	Fire Fighting	April Fuel usage	152.32	146615	05/08/2020

**Accounts Payable
Check Approval List - City Council**



From: 04/29/2020 To: 05/31/2020

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Martin County Highway Dept	Crime Control & Investigation	Fuel usage for March	1,700.03	146498	04/29/2020
Martin County Highway Dept	Crime Control & Investigation	April Fuel usage	1,50.19	146615	05/08/2020
Martin County Highway Dept	Building Inspection	April Fuel usage	32.28	146615	05/08/2020
Martin County Highway Dept	Central Garage	Fuel usage for March	86.21	146498	04/29/2020
Martin County Highway Dept	Central Garage	April Fuel usage	41.25	146615	05/08/2020
Martin County Highway Dept	Garbage Collection	Fuel usage for March	68.46	146498	04/29/2020
Martin County Highway Dept	Garbage Collection	April Fuel usage	76.68	146615	05/08/2020
Martin County Highway Dept	Parks	Fuel usage for March	53.86	146498	04/29/2020
Martin County Highway Dept	Parks	April Fuel usage	99.87	146615	05/08/2020
Martin County Highway Dept	Airport	Fuel usage for March	60.08	146498	04/29/2020
Martin County Highway Dept	Airport	April Fuel usage	18.50	146615	05/08/2020
Martin County Highway Dept	Animal Control	Fuel usage for March	2.53	146498	04/29/2020
Martin County Highway Dept	Animal Control	April Fuel usage	29.37	146615	05/08/2020
Martin County Highway Dept	Paved Streets	Fuel usage for March	1,284.51	146498	04/29/2020
Martin County Highway Dept	Storm Sewer Mnt	Fuel usage for March	607.09	146498	04/29/2020
Martin County Highway Dept	Storm Sewer Mnt	April Fuel usage	97.19	146615	05/08/2020
Martin County Highway Dept	Paved Streets	April Fuel usage	1,927.70	146615	05/08/2020
		Total for Martin County Highway Dept	8,983.40		
<u>Martin County Recorder</u>					
Martin County Recorder	Paved Streets	Recording Fee for a Quit Claim Deed Lake Ave Reconstruction	46.00	146797	05/21/2020
		Total for Martin County Recorder	46.00		
<u>Martin County Sheriffs</u>					
Martin County Sheriffs	Crime Control & Investigation	1st Q 2019 State Access Fees for MDT's	640.00	146660	05/11/2020
Martin County Sheriffs	Crime Control & Investigation	DTN, LLC (05/15/20 to 08/14/20) & BCA-MNJIS (CJDN Access 1	41.00	146660	05/11/2020
Martin County Sheriffs	Crime Control & Investigation	1/2 LEC Backup Server	3,29.00	146660	05/11/2020
		Total for Martin County Sheriffs	5,010.00		
<u>Mayo Clinic</u>					
Mayo Clinic	Health Insurance	health check 12286	1,245.46	12286	05/01/2020
Mayo Clinic	Health Insurance	Health ck#12291	44.00	12291	05/10/2020
		Total for Mayo Clinic	1,389.46		
<u>Mayo Clinic Health System Fairm</u>					
Mayo Clinic Health System Fairmont	Health Insurance	health check 12284	2,828.38	12284	05/01/2020
Mayo Clinic Health System Fairmont	Health Insurance	Health ck#12290	1,375.86	12290	05/10/2020
Mayo Clinic Health System Fairmont	Health Insurance	Health 12299	6,290.67	12299	05/20/2020
		Total for Mayo Clinic Health System Fairm	10,694.91		
<u>Mayo Clinic Health System Franci</u>					
Mayo Clinic Health System Franciscan Health	Health Insurance	health check 12285	6.81	12285	05/01/2020
		Total for Mayo Clinic Health System Franci	6.81		
<u>Midco</u>					
Midco	Liquor Store	Telephone 04/19 to 05/18/2020 Liquor Store	58.01	146520	05/01/2020
Midco	Liquor Store	05/19 to 06/18/2020 Telephone Liquor Store	56.33	146845	05/28/2020
Midco	Airport	Ethernet Virtual Circuit 05/12 to 06/11/2020	329.65	146725	05/20/2020
Midco	Data Processing	May 2020 Internet Circuit	187.00	146661	05/11/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020 To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Total for Midco			1,730.99		
<u>Miller Sellner</u>					
Miller Sellner	Parks	Grasshopper 900 Diesel Unit#13652B	18,154.00	146846	05/28/2020
Miller Sellner	Parks	Medium Lift Blades	134.10	146846	05/28/2020
Total for Miller Sellner			18,288.10		
<u>Minnesota Dept of Admin</u>					
Minnesota Dept of Admin	Crime Control & Investigation	April 2020 Vehicle Leases	3,834.60	146847	05/28/2020
Minnesota Dept of Admin	Crime Control & Investigation	March 2020 Vehicle Leases Police Dept	3,862.42	146567	05/05/2020
Total for Minnesota Dept of Admin			7,697.02		
<u>Minnesota Elevator, Inc</u>					
Minnesota Elevator, Inc	General Government Buildings	May 2020 Monthly Elevator Service City Hall	137.60	146568	05/05/2020
Total for Minnesota Elevator, Inc			137.60		
<u>Minnesota Hardwoods, Inc</u>					
Minnesota Hardwoods, Inc	Parks	100 Yds Wood Chips Park Dept	1,800.00	146662	05/11/2020
Total for Minnesota Hardwoods, Inc			1,800.00		
<u>Minnesota Paving & Materials</u>					
Minnesota Paving & Materials	Paved Streets	Pay Estimate 8 Improvement Contract 2019-C	293,868.94	146848	05/28/2020
Minnesota Paving & Materials	Paved Streets	Improvement Contract #2019-C	190,212.28	146700	05/14/2020
Total for Minnesota Paving & Materials			484,081.22		
<u>Minuteman Press</u>					
Minuteman Press	Economic Development	Annual Report Graphic Design & Printing	172.42	146663	05/11/2020
Total for Minuteman Press			172.42		
<u>MN Dept Labor & Indust.</u>					
MN Dept Labor & Indust.	Incubator Building	LED Retrofit Incubator Bldg 426 Winnebago Ave	36.00	146849	05/28/2020
Total for MN Dept Labor & Indust.			36.00		
<u>Mn Dept of Employment & Econo</u>					
Mn Dept of Employment & Economic Develo	Intergovernmental Revenues	June 2020 City of Fmt/Zierke Built Mfg Loan #2	1,338.51	146726	05/20/2020
Mn Dept of Employment & Economic Develo	Intergovernmental Revenues	City of Fmt/Zierke Built Mfg CDAP-16-0063-H-FY17	2,758.20	146726	05/20/2020
Total for Mn Dept of Employment & Econo			4,096.71		
<u>MN Energy Resources Corp.</u>					
MN Energy Resources Corp.	General Government Buildings	04/04 to 05/05/2020 Gas utilities Senior Center	104.06	146664	05/11/2020
MN Energy Resources Corp.	Library	03/14 to 04/16/2020 Gas Utilities Library	1,632.55	146521	05/01/2020
MN Energy Resources Corp.	Library	04/17 to 05/15/2020 Gas Utilities Library	909.01	146850	05/28/2020
MN Energy Resources Corp.	Fire Fighting	03/31 to 04/28/20 Gas utilities Fire Station	187.63	146664	05/11/2020
MN Energy Resources Corp.	Incubator Building	04/11 to 05/08/2020 Gas utilities Incubator Bldg	258.65	146798	05/21/2020
MN Energy Resources Corp.	Animal Control	04/11 to 05/08/2020 Gas utilities Humane Society	43.50	146798	05/21/2020
MN Energy Resources Corp.	Paved Streets	04/11 to 05/08/2020 Gas utilities City Shop	34.56	146798	05/21/2020
MN Energy Resources Corp.	Parks	04/11 to 05/08/2020 Gas utilities City Shop	34.56	146798	05/21/2020
MN Energy Resources Corp.	Parks	04/01 to 04/30/20 Gas Utilities Lincoln Park Shelter House	18.00	146664	05/11/2020
MN Energy Resources Corp.	Liquor Store	04/11 to 05/08/2020 Gas utilities Liquor Store	122.21	146798	05/21/2020
MN Energy Resources Corp.	Central Garage	04/11 to 05/08/2020 Gas utilities City Shop	11.24	146798	05/21/2020
Total for MN Energy Resources Corp.			3,555.97		
<u>MN Pollution Control Agency</u>					

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
MN Pollution Control Agency	Paved Streets	Hazardous Waste Fees	102.42	146851	05/28/2020
MN Pollution Control Agency	Parks	Hazardous Waste Fees	102.42	146851	05/28/2020
		Total for MN Pollution Control Agency	204.84		
<u>Mn Recreation & Park Asso</u>					
Mn Recreation & Park Asso	Aquatic Park	2020 Membership	120.00	146665	05/11/2020
		Total for Mn Recreation & Park Asso	120.00		
<u>Moore & Ace, Inc.</u>					
Moore & Ace, Inc.	Road & Bridge Equipment	Misc Fasteners	73.78	146852	05/28/2020
		Total for Moore & Ace, Inc.	73.78		
<u>Morgan Creek Vineyards</u>					
Morgan Creek Vineyards	Liquor - Mdse for Resale	Wine	498.00	146781	05/21/2020
		Total for Morgan Creek Vineyards	498.00		
<u>Moscoffian/Marina Martin</u>					
Moscoffian/Marina Martin	Non-departmental	Refund Check	1.27	146539	05/01/2020
Moscoffian/Marina Martin	Non-departmental	Refund Check	0.14	146539	05/01/2020
Moscoffian/Marina Martin	Non-departmental	Refund Check	3.77	146539	05/01/2020
Moscoffian/Marina Martin	Non-departmental	Refund Check	2.51	146539	05/01/2020
		Total for Moscoffian/Marina Martin	7.69		
<u>Municipal Emergency Services Depository Ac</u>					
Municipal Emergency Services Depository Ac	Fire Fighting	Face Masks & Black Fleece Mask Bag	310.01	146569	05/05/2020
		Total for Municipal Emergency Services Depository Ac	310.01		
<u>Napa Auto Fairmont</u>					
Napa Auto Fairmont	Road & Bridge Equipment	Oil Filter	7.53	146570	05/05/2020
Napa Auto Fairmont	Road & Bridge Equipment	Fuel Filters	24.68	146570	05/05/2020
Napa Auto Fairmont	Parks	Stihl Power Trimmers Park Dept	102.00	146853	05/28/2020
Napa Auto Fairmont	Parks	Oil Filter, Synthetic Oil	44.53	146570	05/05/2020
Napa Auto Fairmont	Parks	Hyd Filter, Oil Filters	22.01	146570	05/05/2020
Napa Auto Fairmont	Airport	Oil Filter	2.75	146570	05/05/2020
		Total for Napa Auto Fairmont	183.50		
<u>Nelson</u>					
Nelson	Crime Control & Investigation	Reimbursement for Safety Glasses	117.61	0	05/01/2020
		Total for Nelson	117.61		
<u>O'Reilly Auto Parts</u>					
O'Reilly Auto Parts	Road & Bridge Equipment	Stoplight SW	15.91	146571	05/05/2020
O'Reilly Auto Parts	Road & Bridge Equipment	Stoplight SW	15.91	146571	05/05/2020
O'Reilly Auto Parts	Airport	Wiper Motor	63.02	146571	05/05/2020
		Total for O'Reilly Auto Parts	63.02		
<u>Olson Rentals, Inc.</u>					
Olson Rentals, Inc.	Road & Bridge Equipment	Ignition Module Street Dept	113.99	146666	05/11/2020
Olson Rentals, Inc.	Storm Sewer Mint	Saw & Blade Storm Sewer	86.67	146572	05/05/2020
		Total for Olson Rentals, Inc.	200.66		
<u>Olympic Fire Protection</u>					
Olympic Fire Protection	SMEC Building	5 Year Internal Fire Sprinkler Inspection on 3 Wet Systems SMEC	2,540.00	146854	05/28/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Total for			2,440.00		
<u>Orthopaedic & Fracture Clinic PA</u>					
Orthopaedic & Fracture Clinic PA	Health Insurance	health check 12287	518.94	12287	05/01/2020
Orthopaedic & Fracture Clinic PA	Health Insurance	Health ck#12292	114.42	12292	05/10/2020
Orthopaedic & Fracture Clinic PA	Health Insurance	Health 12300	57.35	12300	05/20/2020
Total for			690.71		
<u>Osborn</u>					
Osborn	Fire Fighting	Firefighter 1 & 2 & Hazmat Classes	86.25	146667	05/11/2020
Total for			86.25		
<u>Paape Energy Services</u>					
Paape Energy Services	SMEC Building	FCU-6 Fan Not Running-SMEC	574.20	146799	05/21/2020
Total for			574.20		
<u>Palmer</u>					
Palmer	Non-departmental	Refund Check	2.18	146540	05/01/2020
Palmer	Non-departmental	Refund Check	1.12	146540	05/01/2020
Palmer	Non-departmental	Refund Check	0.10	146540	05/01/2020
Palmer	Non-departmental	Refund Check	3.29	146540	05/01/2020
Total for			6.69		
<u>Paper Roll Products LLC</u>					
Paper Roll Products LLC	Liquor Store	Supplies-Liquor Store	20.15	146589	05/08/2020
Total for			20.15		
<u>Paustis Wine Company</u>					
Paustis Wine Company	Liquor - Mdse for Resale	Freight	10.00	146782	05/21/2020
Paustis Wine Company	Liquor - Mdse for Resale	Liquor	42.00	146782	05/21/2020
Paustis Wine Company	Liquor - Mdse for Resale	Wine	1,802.00	146782	05/21/2020
Paustis Wine Company	Liquor - Mdse for Resale	Freight	37.50	146782	05/21/2020
Paustis Wine Company	Liquor - Mdse for Resale	Wine	92.00	146782	05/21/2020
Paustis Wine Company	Liquor - Mdse for Resale	Liquor	89.67	146590	05/08/2020
Paustis Wine Company	Liquor - Mdse for Resale	Wine	1,991.00	146590	05/08/2020
Paustis Wine Company	Liquor - Mdse for Resale	Freight	20.00	146590	05/08/2020
Paustis Wine Company	Liquor - Mdse for Resale	Wine	80.00	146590	05/08/2020
Paustis Wine Company	Liquor - Mdse for Resale	Freight	25.00	146590	05/08/2020
Paustis Wine Company	Liquor - Mdse for Resale	Freight	40.00	146590	05/08/2020
Paustis Wine Company	Liquor - Mdse for Resale	Wine	736.00	146590	05/08/2020
Total for			5,665.17		
<u>PC Janitorial Supply</u>					
PC Janitorial Supply	General Government Buildings	Disinfectant & Hand Sanitizer	56.58	146522	05/01/2020
PC Janitorial Supply	General Government Buildings	Foaming Hand Sanitizer Stands & Cartridges City Hall	39.68	146728	05/20/2020
PC Janitorial Supply	Library	Cleaning Supplies Library	47.40	146855	05/28/2020
PC Janitorial Supply	Library	COVID 19 Supplies	18.20	146668	05/11/2020
Total for			1,261.86		
<u>Petersen</u>					
Petersen	Culture & Rec Charges	Cedar Creek Shelter House Refund 07/11/2020 due to COVID 19	80.53	146856	05/28/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Total for Petersen			80.53		
<u>Phillips Wine & Spirits</u>					
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	06.85	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	18.00	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	1.69	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	15.21	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	345.55	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	364.00	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	280.24	146591	05/08/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	14,228.71	146591	05/08/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	1,496.36	146591	05/08/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	1,79.75	146591	05/08/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	27.05	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	335.77	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	11,318.15	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	11.03	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	307.50	146591	05/08/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Misc Merchandise for Resale-Liquor Store	50.28	146591	05/08/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	718.50	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	16.40	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	94.65	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	1,970.31	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	376.50	146783	05/21/2020
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	1,972.06	146783	05/21/2020
Total for Phillips Wine & Spirits			35,412.50		
<u>Photo Press</u>					
Photo Press	Other General Gov't	Assessment Classification	47.68	146800	05/21/2020
Photo Press	Other General Gov't	Amended Code	384.85	146800	05/21/2020
Photo Press	Other General Gov't	Martin County Graduates	25.00	146784	05/21/2020
Photo Press	Other General Gov't	Sale of Lot 512 Elm	53.70	146800	05/21/2020
Photo Press	Other General Gov't	Lair Road Closed	26.85	146800	05/21/2020
Photo Press	Mayor & Council	Council Meeting Notice	35.80	146800	05/21/2020
Photo Press	Paved Streets	Lake Ave Bids	396.37	146800	05/21/2020
Photo Press	Weed Control	Mowing Proposals	161.10	146800	05/21/2020
Photo Press	Aquatic Park	Ream of Paper Aquatic Park	22.60	146800	05/21/2020
Photo Press	Parks	I-90 Bike Trail	384.85	146800	05/21/2020
Photo Press	Liquor Store	Ads for Liquor Store	354.20	146800	05/21/2020
Photo Press	Airport	Airport Bids	792.08	146800	05/21/2020
Total for Photo Press			2,985.08		
<u>Pierce, Rick</u>					
Pierce, Rick	Paved Streets	Reimbursement for Safety Toe Boots	149.95	146524	05/01/2020
Total for Pierce, Rick			149.95		
<u>Plunkett's Pest Control, Inc.</u>					

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020 To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Plunkett's Pest Control, Inc.	General Government Buildings	May 2020 Bird Program	00.00	146573	05/05/2020
		Total for Plunkett's Pest Control, Inc.	00.00		
<u>Police Dept/ Petty Cash</u>					
Police Dept/ Petty Cash	Crime Control & Investigation	Laminate Template	1.15	146801	05/21/2020
Police Dept/ Petty Cash	Crime Control & Investigation	Mail Certified Pkg FMP 20-1796	11.00	146801	05/21/2020
		Total for Police Dept/ Petty Cash	12.15		
<u>PrairieLand Solid Waste Mgmnt</u>					
PrairieLand Solid Waste Mgmnt	Garbage Collection	Refuse Removal April 2020	375.61	146574	05/05/2020
		Total for PrairieLand Solid Waste Mgmnt	375.61		
<u>Presentation College</u>					
Presentation College	SMEC Building	Internet Services for May 2020	200.00	146575	05/05/2020
		Total for Presentation College	200.00		
<u>Preuss, Linsey</u>					
Preuss, Linsey	Economic Development	April 2020 Cell Phone	50.00	0	05/01/2020
		Total for Preuss, Linsey	50.00		
<u>Prudential</u>					
Prudential	City Manager	M Humpal Life Insurance Semi-Annual Premium	14.70	146702	05/14/2020
		Total for Prudential	14.70		
<u>Public Utilities Commission</u>					
Public Utilities Commission	General Government Buildings	May 2020 Utilities	2,37.46	146802	05/21/2020
Public Utilities Commission	General Government Buildings	May 2020 Utilities	09.79	146802	05/21/2020
Public Utilities Commission	General Government Buildings	May 2020 Utilities	44.92	146802	05/21/2020
Public Utilities Commission	General Government Buildings	May 2020 Utilities	39.10	146802	05/21/2020
Public Utilities Commission	Library	May 2020 Utilities	1,39.76	146802	05/21/2020
Public Utilities Commission	Library	May 2020 Utilities	49.97	146802	05/21/2020
Public Utilities Commission	Airport	May 2020 Utilities	2,29.66	146802	05/21/2020
Public Utilities Commission	Central Garage	May 2020 Utilities	38.47	146802	05/21/2020
Public Utilities Commission	Liquor Store	May 2020 Utilities	50.62	146802	05/21/2020
Public Utilities Commission	Liquor Store	May 2020 Utilities	22.46	146802	05/21/2020
Public Utilities Commission	Liquor Store	May 2020 Utilities	55.88	146802	05/21/2020
Public Utilities Commission	Airport	May 2020 Utilities	782.42	146802	05/21/2020
Public Utilities Commission	Airport	May 2020 Utilities	22.85	146802	05/21/2020
Public Utilities Commission	Airport	May 2020 Utilities	26.90	146802	05/21/2020
Public Utilities Commission	Aquatic Park	May 2020 Utilities	83.63	146802	05/21/2020
Public Utilities Commission	Parks	May 2020 Utilities	1,71.66	146802	05/21/2020
Public Utilities Commission	Parks	May 2020 Utilities	10.10	146802	05/21/2020
Public Utilities Commission	Parks	May 2020 Utilities	38.86	146802	05/21/2020
Public Utilities Commission	Parks	May 2020 Utilities	2,06.84	146802	05/21/2020
Public Utilities Commission	Liquor Store	May 2020 Utilities	2,050.35	146802	05/21/2020
Public Utilities Commission	Street Lighting	May 2020 Utilities	3,447.70	146802	05/21/2020
Public Utilities Commission	Street Lighting	May 2020 Utilities	2,451.05	146802	05/21/2020
Public Utilities Commission	Street Lighting	May 2020 Utilities	9.02	146802	05/21/2020
Public Utilities Commission	Aquatic Park	May 2020 Utilities	02.93	146802	05/21/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020 To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Public Utilities Commission	Aquatic Park	May 2020 Utilities	40.95	146802	05/21/2020
Public Utilities Commission	Aquatic Park	May 2020 Utilities	13.45	146802	05/21/2020
Public Utilities Commission	Animal Control	May 2020 Utilities	45.76	146802	05/21/2020
Public Utilities Commission	Animal Control	May 2020 Utilities	17.41	146802	05/21/2020
Public Utilities Commission	Paved Streets	May 2020 Utilities	34.98	146802	05/21/2020
Public Utilities Commission	Paved Streets	May 2020 Utilities	331.98	146802	05/21/2020
Public Utilities Commission	Paved Streets	May 2020 Utilities	69.20	146802	05/21/2020
Public Utilities Commission	Paved Streets	May 2020 Utilities	26.72	146802	05/21/2020
Public Utilities Commission	SMEC Building	May 2020 Utilities	77.85	146802	05/21/2020
Public Utilities Commission	SMEC Building	May 2020 Utilities	22.46	146802	05/21/2020
Public Utilities Commission	Parking Lots	May 2020 Utilities	210.43	146802	05/21/2020
Public Utilities Commission	Parking Lots	May 2020 Utilities	181.41	146802	05/21/2020
Public Utilities Commission	Animal Control	May 2020 Utilities	334.13	146802	05/21/2020
Public Utilities Commission	Animal Control	May 2020 Utilities	92.01	146802	05/21/2020
Public Utilities Commission	Lake Restoration	May 2020 Utilities	95.45	146802	05/21/2020
Public Utilities Commission	Incubator Building	May 2020 Utilities	369.59	146802	05/21/2020
Public Utilities Commission	Incubator Building	May 2020 Utilities	64.24	146802	05/21/2020
Public Utilities Commission	Incubator Building	May 2020 Utilities	31.47	146802	05/21/2020
Public Utilities Commission	Incubator Building	May 2020 Utilities	21.85	146802	05/21/2020
Public Utilities Commission	SMEC Building	May 2020 Utilities	3,318.35	146802	05/21/2020
Public Utilities Commission	Library	May 2020 Utilities	22.46	146802	05/21/2020
Public Utilities Commission	Library	May 2020 Utilities	21.21	146802	05/21/2020
Public Utilities Commission	Fire Fighting	May 2020 Utilities	306.18	146802	05/21/2020
Public Utilities Commission	Fire Fighting	May 2020 Utilities	78.22	146802	05/21/2020
Public Utilities Commission	Fire Fighting	May 2020 Utilities	35.73	146802	05/21/2020
Public Utilities Commission	Fire Fighting	May 2020 Utilities	21.37	146802	05/21/2020
		Total for Public Utilities Commission	26,307.26		
<u>Quinn</u>					
Quinn	Non-departmental	Refund Check	6.76	146544	05/05/2020
Quinn	Non-departmental	Refund Check	1.71	146544	05/05/2020
Quinn	Non-departmental	Refund Check	0.84	146544	05/05/2020
Quinn	Non-departmental	Refund Check	0.09	146544	05/05/2020
Quinn	Non-departmental	Refund Check	2.56	146544	05/05/2020
		Total for Quinn	11.96		
<u>Rahn</u>					
Rahn	Culture & Rec Charges	Refund Sylvania Park Shelter 06/14/2020 Due to COVID 19	80.53	146729	05/20/2020
		Total for Rahn	80.53		
<u>Ramos</u>					
Ramos	Non-departmental	Refund Check	0.01	146541	05/01/2020
Ramos	Non-departmental	Refund Check	0.01	146541	05/01/2020
Ramos	Non-departmental	Refund Check	0.02	146541	05/01/2020
Ramos	Non-departmental	Refund Check	0.05	146541	05/01/2020
		Total for Ramos	0.09		

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020 To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>Red Bull Distribution Company</u>					
Red Bull Distribution Company	Liquor - Mdse for Resale	Pop/Mix	80.00	146592	05/08/2020
		Total for Red Bull Distribution Company	80.00		
<u>Redi Haul Trailers, Inc</u>					
Redi Haul Trailers, Inc	Parks	Equipment Parts & Labor	69.00	146576	05/05/2020
		Total for Redi Haul Trailers, Inc	69.00		
<u>Reliafunds Escrow, LLC</u>					
Reliafunds Escrow, LLC	Paved Streets	Winnebago Ave SAP-123-105-005	322,919.90	146703	05/14/2020
		Total for Reliafunds Escrow, LLC	322,919.90		
<u>Richards Auto Repair</u>					
Richards Auto Repair	Crime Control & Investigation	Tow Silver Town & Country Van CFS 201796	110.00	146526	05/01/2020
Richards Auto Repair	Crime Control & Investigation	Tow CKX221MN Kia Van	110.00	146803	05/21/2020
Richards Auto Repair	Crime Control & Investigation	Tow Buick Century CFS# 20-2316	110.00	146803	05/21/2020
Richards Auto Repair	Crime Control & Investigation	Tow VW Jetta 1050 CFS2639	110.00	146803	05/21/2020
Richards Auto Repair	Crime Control & Investigation	Tow Buick Lasabre CFS2115	40.00	146526	05/01/2020
		Total for Richards Auto Repair	580.00		
<u>River Bend Business Products</u>					
River Bend Business Products	General Government Buildings	Sign Holders	41.56	146804	05/21/2020
River Bend Business Products	General Government Buildings	Sign Holders	42.72	146804	05/21/2020
River Bend Business Products	General Government Buildings	Office Supplies-City Hall	43.24	146857	05/28/2020
River Bend Business Products	Crime Control & Investigation	Office Supplies Police Dept	111.73	146730	05/20/2020
River Bend Business Products	Liquor Store	Ink Cartirdges Liquor Store	69.22	146527	05/01/2020
		Total for River Bend Business Products	308.47		
<u>Rochester Gold Cross Ambulance</u>					
Rochester Gold Cross Ambulance	Health Insurance	health check 12288	1,074.68	12288	05/01/2020
		Total for Rochester Gold Cross Ambulance	1,074.68		
<u>Rogge</u>					
Rogge	Culture & Rec Charges	Refund Shelter House Rental 06/13/2020 Due to COVID 19	80.53	146858	05/28/2020
		Total for Rogge	80.53		
<u>RTT Mobile Interpretation</u>					
RTT Mobile Interpretation	Crime Control & Investigation	Minutes Used May 1-15, 2020	48.18	146805	05/21/2020
RTT Mobile Interpretation	Crime Control & Investigation	Feb1 to 15, 2020 Minutes Used	61.32	146669	05/11/2020
RTT Mobile Interpretation	Crime Control & Investigation	April 2020 Minutes Used	59.14	146669	05/11/2020
RTT Mobile Interpretation	Crime Control & Investigation	March 1 to 30, 2020 Minutes Used	69.36	146669	05/11/2020
		Total for RTT Mobile Interpretation	238.00		
<u>Sauceda</u>					
Sauceda	Non-departmental	Refund Check	0.07	146497	04/29/2020
Sauceda	Non-departmental	Refund Check	0.04	146497	04/29/2020
Sauceda	Non-departmental	Refund Check	0.11	146497	04/29/2020
		Total for Saucedo	0.22		
<u>Schultze</u>					
Schultze	Culture & Rec Charges	Sylvania Shelter House Rental Refund 06/13/2020	80.53	146528	05/01/2020
		Total for Schultze	80.53		

**Accounts Payable
Check Approval List - City Council**



From: 04/29/2020 To: 05/31/2020

<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>Seasons Center for Behavioral He</u>					
Seasons Center for Behavioral Health	Health Insurance	health check 12289	16.23	12289	05/01/2020
Seasons Center for Behavioral Health	Health Insurance	Health ck#12293	17.57	12293	05/10/2020
Seasons Center for Behavioral Health	Health Insurance	Health 12301	35.00	12301	05/20/2020
	Total for	Seasons Center for Behavioral He	768.80		
<u>Selbrade</u>					
Selbrade	Culture & Rec Charges	Refund Lincoln Park Shelter House 06/06/2020 due to COVID 19	53.69	146670	05/11/2020
	Total for	Selbrade	53.69		
<u>Shamrock Recycling, Inc.</u>					
Shamrock Recycling, Inc.	Garbage Collection	Cleanup of Tree Area April 2020	8,436.00	146859	05/28/2020
	Total for	Shamrock Recycling, Inc.	8,436.00		
<u>Shipping Plus</u>					
Shipping Plus	Paved Streets	Ship Pkg to Alpha Wireless	7.27	146530	05/01/2020
Shipping Plus	Engineering	Ship Pkg to American Engineering Testing	14.38	146530	05/01/2020
Shipping Plus	Engineering	Ship Concrete Cylinders to American Engineering Testing	20.38	146671	05/11/2020
Shipping Plus	Engineering	Ship 6 Concrete Cylinders to American Engineering Testing	23.48	146860	05/28/2020
Shipping Plus	Engineering	Ship Concrete Cylinders to American Engineering Testing	18.88	146860	05/28/2020
	Total for	Shipping Plus	84.39		
<u>Sievert</u>					
Sievert	City Manager	April 2020 Mileage	32.98	0	05/05/2020
Sievert	City Manager	April 2020 Cell Phone	50.00	0	05/05/2020
Sievert	City Manager	Mileage for May 2020	44.90	0	05/20/2020
Sievert	City Manager	May 2020 Cell Phone Reimbursement	50.00	0	05/20/2020
	Total for	Sievert	177.88		
<u>Sonya Eastham Consulting, LLC</u>					
Sonya Eastham Consulting, LLC	Crime Control & Investigation	11/11/19 Therapy Session	90.00	146577	05/05/2020
Sonya Eastham Consulting, LLC	Crime Control & Investigation	03/04/20 Intake Session	90.00	146577	05/05/2020
Sonya Eastham Consulting, LLC	Crime Control & Investigation	03/04/20 Therapy Session	90.00	146577	05/05/2020
	Total for	Sonya Eastham Consulting, LLC	270.00		
<u>South Central Regional Fire Dept.</u>					
South Central Regional Fire Dept Assoc.	Fire Fighting	2020 South Central Dues	50.00	146531	05/01/2020
	Total for	South Central Regional Fire Dept.	50.00		
<u>Southern Glazer's of MN</u>					
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	3.10	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	9.30	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Wine	22.00	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Pop/Mix	40.12	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	1.55	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	52.70	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Liquor	4,043.13	146593	05/08/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	51.15	146593	05/08/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	9.30	146593	05/08/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Liquor	4,028.48	146593	05/08/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	88.35	146593	05/08/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Wine	184.00	146593	05/08/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Pop/Mix	40.12	146593	05/08/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	1.55	146593	05/08/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	82.15	146593	05/08/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Liquor	4,112.09	146593	05/08/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Liquor	97.90	146593	05/08/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Liquor	3,091.75	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	66.65	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Freight	10.85	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Liquor	150.70	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Wine	200.00	146785	05/21/2020
Southern Glazer's of MN	Liquor - Mdse for Resale	Liquor	3,144.22	146785	05/21/2020
		Total for Southern Glazer's of MN	21,135.36		
<u>Springbrook Software, Inc</u>					
Springbrook Software, Inc	Data Processing	Support-Work Orders & Inventory Control	4,719.00	146672	05/11/2020
		Total for Springbrook Software, Inc	4,719.00		
<u>Squeegee Brothers</u>					
Squeegee Brothers	General Government Buildings	Outside Window Cleaning City Hall	80.00	146673	05/11/2020
		Total for Squeegee Brothers	80.00		
<u>Steuber</u>					
Steuber	Mayor & Council	Electronics for 05/05/2020 Special Mtg	42.78	0	05/11/2020
Steuber	Mayor & Council	Supplies for City Atty Interviews	11.32	0	05/28/2020
Steuber	City Manager	City Admin Interview Items	20.66	0	05/01/2020
Steuber	General Government Buildings	Office Supplies	5.08	0	05/28/2020
		Total for Steuber	79.84		
<u>Streicher's</u>					
Streicher's	Crime Control & Investigation	Vest W Murray	60.00	146806	05/21/2020
Streicher's	Crime Control & Investigation	Badges	62.50	146806	05/21/2020
Streicher's	Crime Control & Investigation	Badges	99.98	146806	05/21/2020
Streicher's	Crime Control & Investigation	Headset Parts HEAT Team	46.00	146674	05/11/2020
Streicher's	Crime Control & Investigation	Uniforms	43.83	146578	05/05/2020
Streicher's	Crime Control & Investigation	Duty Hat	41.99	146578	05/05/2020
		Total for Streicher's	2,654.30		
<u>Symbolarts, LLC</u>					
Symbolarts, LLC	Crime Control & Investigation	Dogtags 2" Fmt Police HEAT Team	16.50	146861	05/28/2020
		Total for Symbolarts, LLC	16.50		
<u>Target Sports USA</u>					
Target Sports USA	Crime Control & Investigation	Ammo	58.00	146807	05/21/2020
		Total for Target Sports USA	58.00		
<u>Team Laboratory Chemical, LLC</u>					
Team Laboratory Chemical, LLC	Parks	Wipe Out Gran Herb, Terra Plus Herbicide	2,19.00	146862	05/28/2020
		Total for Team Laboratory Chemical, LLC	2,19.00		

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020 To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>The Sherwin Williams Co.</u>					
The Sherwin Williams Co.	Paved Streets	Yellow & White Traffic Paint & Supplies	7,352.78	146675	05/11/2020
		Total for The Sherwin Williams Co.	7,352.78		
<u>Thiesse</u>					
Thiesse	Culture & Rec Charges	Cancelled Cedar Creek Shelter House Rental 07/03/2020 COVID	80.53	146863	05/28/2020
		Total for Thiesse	80.53		
<u>Thrive Pass</u>					
Thrive Pass	Health Insurance	Plan A Admin Fees April 2020	180.00	146731	05/20/2020
Thrive Pass	Flex Plan	Flex Admin Fees April 2020	69.00	146731	05/20/2020
		Total for Thrive Pass	249.00		
<u>Tietje, James</u>					
Tietje, James	Crime Control & Investigation	ERU Holster	229.25	0	05/05/2020
Tietje, James	Flex Plan	Flex 10744	225.00	10744	05/20/2020
Tietje, James	Flex Plan	flex check 10740	1,100.00	10740	05/01/2020
		Total for Tietje, James	1,654.25		
<u>Tonder</u>					
Tonder	Flex Plan		40.00	10746	05/20/2020
Tonder	Flex Plan	flex check 10742	310.09	10742	05/01/2020
		Total for Tonder	350.09		
<u>Total Comfort Systems</u>					
Total Comfort Systems	Parks	Restroom Repair Kits Park Dept	262.25	146676	05/11/2020
		Total for Total Comfort Systems	262.25		
<u>Tow Distributing</u>					
Tow Distributing	Liquor - Mdse for Resale	Beer	51.60	146582	05/05/2020
Tow Distributing	Liquor - Mdse for Resale	Pop/Mix	294.40	146786	05/21/2020
Tow Distributing	Liquor - Mdse for Resale	Beer	49,396.52	146786	05/21/2020
Tow Distributing	Liquor - Mdse for Resale	Beer	22,388.28	146594	05/08/2020
		Total for Tow Distributing	72,130.80		
<u>Truman Tribune</u>					
Truman Tribune	Liquor Store	Working Women Salute	25.00	146595	05/08/2020
		Total for Truman Tribune	25.00		
<u>Tveiten/Mark Wycoff</u>					
Tveiten/Mark Wycoff	Non-departmental	Refund Check	0.25	146542	05/01/2020
Tveiten/Mark Wycoff	Non-departmental	Refund Check	0.67	146542	05/01/2020
Tveiten/Mark Wycoff	Non-departmental	Refund Check	0.16	146542	05/01/2020
Tveiten/Mark Wycoff	Non-departmental	Refund Check	0.08	146542	05/01/2020
		Total for Tveiten/Mark Wycoff	1.16		
<u>Tyner</u>					
Tyner	Non-departmental	Refund Check	1.35	146543	05/01/2020
Tyner	Non-departmental	Refund Check	0.46	146543	05/01/2020
Tyner	Non-departmental	Refund Check	0.05	146543	05/01/2020
Tyner	Non-departmental	Refund Check	3.57	146543	05/01/2020
Tyner	Non-departmental	Refund Check	0.91	146543	05/01/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Total for Tyner			6.34		
<u>Verizon Wireless</u>					
Verizon Wireless	Crime Control & Investigation	03/21 to 04/20/20 Cell Phones	1,058.67	146579	05/05/2020
Verizon Wireless	Director of Finance	03/21 to 04/20/20 Cell Phones	53.17	146579	05/05/2020
Verizon Wireless	Engineering	03/21 to 04/20/20 Cell Phones	103.19	146579	05/05/2020
Verizon Wireless	Building Inspection	03/21 to 04/20/20 Cell Phones	106.34	146579	05/05/2020
Verizon Wireless	Paved Streets	03/21 to 04/20/20 Cell Phones	53.17	146579	05/05/2020
Verizon Wireless	Aquatic Park	03/21 to 04/20/20 Cell Phones	53.17	146579	05/05/2020
Verizon Wireless	Parks	03/21 to 04/20/20 Cell Phones	106.34	146579	05/05/2020
Verizon Wireless	Airport	03/21 to 04/20/20 Cell Phones	53.17	146579	05/05/2020
Verizon Wireless	Data Processing	03/24 to 04/23/2020 Backup Router	10.02	146579	05/05/2020
Total for Verizon Wireless			1,497.24		
<u>Vinocopia, Inc</u>					
Vinocopia, Inc	Liquor - Mdse for Resale	Wine	332.00	146787	05/21/2020
Vinocopia, Inc	Liquor - Mdse for Resale	Liquor	1,349.20	146787	05/21/2020
Vinocopia, Inc	Liquor - Mdse for Resale	Wine	208.00	146787	05/21/2020
Vinocopia, Inc	Liquor - Mdse for Resale	Pop/Mix	120.00	146787	05/21/2020
Vinocopia, Inc	Liquor - Mdse for Resale	Freight	26.25	146787	05/21/2020
Vinocopia, Inc	Liquor - Mdse for Resale	Freight	16.00	146787	05/21/2020
Vinocopia, Inc	Liquor - Mdse for Resale	Liquor	505.00	146596	05/08/2020
Vinocopia, Inc	Liquor - Mdse for Resale	Freight	12.50	146596	05/08/2020
Total for Vinocopia, Inc			3,268.95		
<u>Visit Fairmont</u>					
Visit Fairmont	CVB	Hotel Tax March 2020 due in April \$7,728.32 Less 5%	7,341.90	146580	05/05/2020
Total for Visit Fairmont			7,341.90		
<u>Voss Cleaning Services, Inc.</u>					
Voss Cleaning Services, Inc.	Fire Fighting	Janitorial Services May 2020 Fire Hall	389.00	146677	05/11/2020
Voss Cleaning Services, Inc.	General Government Buildings	Janitorial Services & Rug Service May 2020 City Hall	72.00	146677	05/11/2020
Voss Cleaning Services, Inc.	Incubator Building	Janitorial Services & Rug Service May 2020 Incubator	37.00	146677	05/11/2020
Voss Cleaning Services, Inc.	SMEC Building	April 2020 Cleaning at SMEC	486.00	146677	05/11/2020
Voss Cleaning Services, Inc.	Paved Streets	Rug Service May 2020	43.00	146677	05/11/2020
Voss Cleaning Services, Inc.	Parks	Rug Service May 2020	43.00	146677	05/11/2020
Voss Cleaning Services, Inc.	Airport	May 2020 Cleaning & Rug Service Airport	316.00	146677	05/11/2020
Total for Voss Cleaning Services, Inc.			2,786.00		
<u>Wannarka Excavating</u>					
Wannarka Excavating	Road & Bridge Equipment	Tranny Jack Rental	200.00	146678	05/11/2020
Total for Wannarka Excavating			200.00		
<u>Waste Management Of So MN</u>					
Waste Management Of So MN	Incubator Building	April 2020 Refuse Removal Incubator	319.54	146679	05/11/2020
Total for Waste Management Of So MN			319.54		
<u>Waterville Food & Ice, Inc.</u>					
Waterville Food & Ice, Inc.	Liquor - Mdse for Resale	Ice	94.92	146597	05/08/2020
Waterville Food & Ice, Inc.	Liquor - Mdse for Resale	Ice	98.26	146597	05/08/2020

**Accounts Payable
Check Approval List - City Council**

From: 04/29/2020

To: 05/31/2020



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Total for Waterville Food & Ice, Inc.			203.18		
<u>Wine Merchants</u>					
Wine Merchants	Liquor - Mdse for Resale	Wine	312.00	146788	05/21/2020
Wine Merchants	Liquor - Mdse for Resale	Freight	5.36	146788	05/21/2020
Wine Merchants	Liquor - Mdse for Resale	Freight	10.14	146788	05/21/2020
Wine Merchants	Liquor - Mdse for Resale	Wine	680.00	146788	05/21/2020
Wine Merchants	Liquor - Mdse for Resale	Wine	600.00	146598	05/08/2020
Wine Merchants	Liquor - Mdse for Resale	Freight	20.28	146598	05/08/2020
Total for Wine Merchants			1,627.78		
<u>World Fuel Services, Inc.</u>					
World Fuel Services, Inc.	Airport	20W50 Aviation Oil	470.22	146733	05/20/2020
Total for World Fuel Services, Inc.			470.22		
<u>WSB & Associates, Inc.</u>					
WSB & Associates, Inc.	Other General Gov't	Comprehensive Plan Update March 2020	3,324.25	146532	05/01/2020
Total for WSB & Associates, Inc.			3,324.25		
<u>Yeager Implement, Inc.</u>					
Yeager Implement, Inc.	Road & Bridge Equipment	Street #126 Door Glass Seal, Plug & Stud	67.77	146533	05/01/2020
Yeager Implement, Inc.	Road & Bridge Equipment	Bit, Plane	403.50	146864	05/28/2020
Yeager Implement, Inc.	Parks	Drive Belt	217.47	146864	05/28/2020
Yeager Implement, Inc.	Parks	Tie Rod Assembly	199.03	146864	05/28/2020
Yeager Implement, Inc.	Parks	Bush Hog Parts Front Roller, Pulley, Sleeve & Bushing	264.46	146533	05/01/2020
Total for Yeager Implement, Inc.			1,152.23		
<u>Zac's Sales & Service</u>					
Zac's Sales & Service	Parks	Adapter-Headlight, 7'0" HTX Straight Blade, UC/RT3 HTX/Sport.	4,392.42	146581	05/05/2020
Total for Zac's Sales & Service			4,392.42		
<u>Ziegler, Inc.</u>					
Ziegler, Inc.	Road & Bridge Equipment	Belt Tensioner, O-Ring CAT Roller	579.14	146865	05/28/2020
Ziegler, Inc.	Road & Bridge Equipment	Shipping	52.02	146680	05/11/2020
Ziegler, Inc.	Road & Bridge Equipment	Lamp, Glass Front #121	1,043.52	146680	05/11/2020
Ziegler, Inc.	Road & Bridge Equipment	Bracket Assembly #120 Loader	1,083.70	146680	05/11/2020
Ziegler, Inc.	Road & Bridge Equipment	Loader #1212 Return Shims & Caps	-872.26	146680	05/11/2020
Ziegler, Inc.	Road & Bridge Equipment	Turbine Belt CAT Roller	32.41	146680	05/11/2020
Ziegler, Inc.	Road & Bridge Equipment	Filters & Elements	404.96	146680	05/11/2020
Ziegler, Inc.	Parks	Shipping	13.05	146680	05/11/2020
Ziegler, Inc.	Parks	Brackets #59 Park Loader	655.44	146680	05/11/2020
Total for Ziegler, Inc.			2,991.98		
			1,862,146.40		

MEETING DATE: June 8, 2020

SUBJECT: FAA Grant Agreement for CARES Act Funding

REVIEWED BY: Cathy Reynolds, 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: Troy Nemmers, PE, Director of Public Works/City Engineer

INTRODUCED BY: Troy Nemmers, PE, Director of Public Works/City Engineer

COUNCIL LIAISON: Councilor Cyphers

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: The federal CARES legislation allocated funding to the Federal Aviation Administration to be distributed to airports across the country. Fairmont’s airport was fortunate to be awarded \$30,000 as part of this legislation. The attached grant agreement identifies the guidelines for this funding. These funds will be included in the annual revenues and will be used for maintenance and operation at the airport.

MOTION: To authorize the Mayor and City Clerk to sign the FAA agreement No. 3-27-0029-018-2020 for the CARES Act funding at the municipal airport.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. FAA Agreement No. 3-27-0029-018-2020
- 2.
- 3.

Council Action: _____ Date: _____



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

3-27-0029-018-2020
FAA DMA ADO
6020 28th Avenue,
Room 102
Minneapolis, MN 55450

CARES Act Grant Transmittal Letter

Mr. Troy Nemmers
100 Downtown Plaza
Fairmont, MN 56031

Dear Mr. Nemmers:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-27-0029-018-2020 for Fairmont Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than September 30, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify us by email that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

E. Lindsay Butler
Deputy Manager



U.S. Department of Transportation
Federal Aviation Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date _____

Airport/Planning Area Fairmont Municipal Airport

CARES Grant Number 3-27-0029-018-2020

Unique Entity Identifier 076484658

TO: City of Fairmont
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 23, 2020, for a grant of Federal funds at or associated with the Fairmont Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Fairmont Municipal Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Fairmont Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the

same principles that govern "airport revenue." New airport development projects may not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$30,000.**
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before September 30, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. **Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.

4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.

5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

-
- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
 - b. Hatch Act — 5 U.S.C. 1501, et seq.
 - c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
 - d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
 - e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
 - f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
 - g. Clean Air Act, P.L. 90-148, as amended.
 - h. Coastal Zone Management Act, P.L. 93-205, as amended.
 - i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
 - j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
 - k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
 - l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
 - m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
 - n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
 - o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
 - p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.

- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital

or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Fairmont, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

MEETING DATE: June 8, 2020

SUBJECT: Amendment #1 to State Grant Agreement for Airport Maintenance and Operations

REVIEWED BY: Cathy Reynolds, 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: Troy Nemmers, PE, Director of Public Works/City Engineer

INTRODUCED BY: Troy Nemmers, PE, Director of Public Works/City Engineer

COUNCIL LIAISON: Councilor Cyphers

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: The MN Office of Aeronautics is administering the CARES Act funding through the City’s maintenance and operation agreement. Attached is amendment #1 that updates the City’s current M&O agreement to include the \$30,000 from the CARES Act funding.

MOTION: To authorize the Mayor and City Clerk to sign Amendment #1 to the State Grant Agreement for airport maintenance and operation.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Amendment #1 to Grant Agreement #1033483
- 2.
- 3.

Council Action: _____ Date: _____

**AMENDMENT # 01 TO STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT #1033483**

Contract Start Date:	07/01/2019	Original Contract Amount:	\$138,816
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date:	06/30/2021	Current Amendment Amount:	\$30,000
		Current Contract Total:	\$168,816

Project Identification: Airport Maintenance and Operations Activities.

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and City of Fairmont acting through its City Council ("Recipient").

Recitals

1. The State has a contract with the Recipient identified as MnDOT Contract No. 1033483 ("Original Contract") to provide reimbursement for eligible airport maintenance and operations activities.
2. The Original Contract is being amended to include additional Federal CARES Act funding.
3. The State and the Recipient are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 5.1. **Consideration** is deleted in its entirety and replaced with the following:

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **State Funds Reimbursement Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other state-eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Federal Funds Reimbursement Basis.** Recipient will be reimbursed for 100% of federally-eligible operating expenses not reimbursed by any other source. Eligible operating expenses will be determined at the discretion of State's Authorized Representative, in cooperation with the Federal Aviation Administration's local Airport District Office. Eligible expenses will be determined in accordance with the Federal Aviation Administration's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330), which is incorporated into this agreement by reference, and the CARES Act.
 - 5.1.3. **Priority of Reimbursement.** Costs that are eligible for both federal and state reimbursement will be reimbursed with federal funds, if available. If the federal funds available under section 5.1.6 of this agreement have been exhausted, these costs will then be reimbursed with state funds, if available.
 - 5.1.4. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.5. **State Maintenance and Operation Amount.** State has currently obligated \$69,408 of state funding in each State fiscal year to reimburse other eligible costs at 75%.

5.1.6. **Federal Operation Expenses Amount.** Recipient has been awarded \$30,000 in Federal CARES Act funding to reimburse federally-eligible costs at 100%.

5.1.7. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$138,816 (State fiscal years 2020 and 2021).

REVISION 2. Article 5.2.4. Grant Monitoring Visit and Financial Reconciliation, is amended as follows:

Grant Monitoring Visit and Financial Reconciliation. If State's total obligation is greater than \$50,000 in section 5.1.5 ~~5.1.4~~ above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

RECIPIENT

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 6.C.3

MEETING DATE: June 8, 2020

SUBJECT: State of Minnesota Joint Powers Agreement

REVIEWED BY: Cathy Reynolds, 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: Cathy Reynolds, City Administrator

INTRODUCED BY: Cathy Reynolds, 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: With the City of Fairmont contracting with Terry Viesselman for its criminal prosecution, the City needs to update their Joint Powers Agreement with the Bureau of Criminal Apprehension (BCA). Resolution 2020-27 approves State of Minnesota Joint Powers Agreement with the City of Fairmont on behalf of its City Attorney and Police Department.

MOTION: To adopt Resolution 2020-27.

VOTE REQUIRED: Simple majority – Roll call

ATTACHMENTS:

1. Resolution 2020-27
2. State of Minnesota Joint Powers Agreement Authorized Agency
3. Court Data Services Subscriber Amendment to CJDN Subscriber Agreement

Council Action: _____ Date: _____

RESOLUTION NO. 2020-27

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

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Fairmont on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

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

To assist the Authorized Representative with the administration of the agreement, Captain Eric Tonder is appointed as the Authorized Representative's designee.

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

To assist the Authorized Representative with the administration of the agreement, Assistant County Attorney Peter Odgren is appointed as the Authorized Representative's designee.

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

Motion by:

Seconded by:

All in favor:

Opposed:

Abstained:

Absent:

ADOPTED by the City Council this 8th day of June, 2020.

ATTEST:

Deborah J. Foster, Mayor

Patricia J. Monsen, City Clerk

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

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

Recitals

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

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

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

2.2 Methods of access.

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

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

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

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

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

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

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

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

2.6 Access granted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

4 Authorized Representatives

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

The Agency's Authorized Representative is Terry Viesselman, County Attorney, 123 Downtown Plaza, Fairmont, MN 56031, (507) 238-1594, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

6 Liability

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

7 Audits

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

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

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

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

8 Government Data Practices

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

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

9 Investigation of alleged violations; sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report

the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

1. AGENCY – CITY OF FAIRMONT

Name: Deborah J. Foster

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Patricia J. Monsen

Signed: _____

Title: City Clerk
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 173555 of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

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

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

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

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

h. **“Subscriber”** shall mean the Agency.

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: Deborah J. Foster

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Patricia J. Monsen

Signed: _____

Title: City Clerk
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

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

MEETING DATE: June 8, 2020

SUBJECT: 2019 Aquatic Park Year End Report & 2020 Operations

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

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

SUBJECT BACKGROUND: Paul Hoye, Finance Director

INTRODUCED BY: Cathy Reynolds, 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 type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input checked="" type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: During the May 11, 2020 council meeting the council had a discussion regarding the opening of the city’s aquatic park for the summer. Any decision on whether to open or close the park was deferred to the June 8, 2020 meeting. At this time there is no updated guidance on the timing for pools to be open in accordance with the Governor’s Stay Safe Plan. The current plan shows the possibility for pools to be open in the next phase with capacity and social distancing restrictions. Due to the ongoing uncertainty on the ability to open pools staff recommends that the city council approve the closing of the pools for the 2020 season. Staff can then focus on needed maintenance issues and applying the funds budgeted to subsidize pool operations to maintenance and operational reserves due to the uncertainty of revenues going into 2021. The 2019 Aquatic Park Year End Report is provided for you to see the annual revenues and expenditures for pool operations.

MOTION: To close the aquatic park for the 2020 season due to the ongoing pandemic and health concerns and for staff to focus on maintenance requirements to prepare for the 2021 season.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

- 2019 Aquatic Park Year End Report

Council Action: _____ Date: _____



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

Phone (507) 238-9461

Fax (507) 238-9469

2019 Aquatic Park Recap

2019 General Aquatic Park Information

Open Swim Hours:

June 1 – July 14	Weekdays: Noon – 6:00 pm Weekends: Noon – 7:00 pm
July 15 – August 24	Weekdays: Noon – 8:00 pm Weekends: Noon – 8:00 pm

Admission: \$5.00 per person 2 years and older

Daily Patron Count:

2019- 20,747* 2018 - 21,691* 2017 - 21,469* 2016 - 25,585* 2015 - 25,336*
 *estimate from daily reporting private party participants

Season Passes

2019- 47 student/single passes 205 family passes	2018- 21 student/single passes 236 family passes
2017- 17 student/single passes 220 family passes	2016- 11 student/single passes 234 family passes
2015- 25 student/single adult passes 228 family passes	

Revenue/Expenses

	2019	2018	2017	2016
Revenue	\$ 163,983	\$ 158,800	\$ 169,415	\$ 173,634
Expense	\$ 406,963	\$ 402,676	\$ 403,700	\$ 378,217
Capital Expense	\$ 33,320	\$ 99,319	\$ 26,623	\$ 32,925
Net Gain/(Loss)	\$ (276,300)	\$ (343,195)	\$ (260,908)	\$ (237,508)
Capital Expenses	Painting: Slide Tower Shingling	Slide Restoration Splash Pool Heater Pool Pump/Repairs	Aquamax Vacuum Chlorine head Replacement Pool Pump/Repairs Splash Slide Replacement	Guard Stand Repairs Cargo Net Pool Pump/Check Valves Chairs Lesson equipment



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

Phone (507) 238-9461

Fax (507) 238-9469

Visiting Groups

We continued to host numerous groups from the area, many of which visit annually. Groups attended from southern Minnesota and northern Iowa.

Birthday Parties/Other Events

The Aquatic Park planned and hosted 8 birthday parties and 4 private rentals.

Swimming Lessons

Participant participation levels are listed below.

2019 – 431* 2018 – 422* 2017 – 466* 2016 – 521 2015 – 455*

*Excludes private lessons held & lifeguard training enrollments

Other Classes

In addition to offering sessions of swimming lessons, the Aquatic Park offered swim team (in partnership with the Girl Scouts of America), tiny tot swims, private swimming lessons, waterpark lifeguard training and recertification classes. We offered numerous fitness classes consisting of early morning lap swim, water aerobics and deep-water walking classes.

Staffing

During 2019, we employed 85 seasonal staff members, consisting of lifeguards, concession/guest services staff and management team members.

2020 Budget

	Budget 2020	YTD 2020
Revenue	\$ 173,000	\$ 1,578
Expense	\$ 426,168	\$ 32,785
Capital Expense	\$ 199,550	\$ 104,276
Net Gain/(Loss)	\$ (452,718)	\$ (135,483)
	Training equipment	
	Resurfacing lap/dive	
	Chemtrolls & Suction Covers	
	Chairs	

MEETING DATE: Monday, June 8, 2020

SUBJECT: City Attorney Selection

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

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

SUBJECT BACKGROUND: Cathy Reynolds, City Administrator

INTRODUCED BY: Cathy Reynolds, 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: The city began the process to select a new city attorney with a RFP that was sent out in January 2020. On May 29, 2020, the Mayor and City Council conducted interviews with the three finalist firms. Following the interviews, staff was directed to have conversations with Smith, Tollefson, Rahrlick & Cass to negotiate the terms for representing the city of Fairmont.

MOTION: To approve the Terms of Engagement for Smith, Tollefson, Rahrlick, & Cass as City Attorney.

VOTE REQUIRED:

ATTACHMENTS:

1. Terms of Engagement

 Council Action: _____ Date: _____

Terms of Engagement for City Attorney Services

The City of Fairmont, Minnesota retains the services of Smith, Tollefson, Rahrick & Cass to serve as City Attorney.

Primary Attorney: Mark Rahrick

2020 Fees:

Attorney	\$150 / hour *
Paralegal	\$75 / hour
Real Estate Specialist	\$50 / hour
Copying	\$0.10 / page
Mileage	\$0.575 / mile

* Travel time will be bill at 50% of the normal rate.

Minimum increments of time billed: .1 hour increments

The City Attorney will be reappointed every year and fees approved by Council.

Start Date: Services will begin to transition on June 9, 2020.

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

MEETING DATE: June 8, 2020

SUBJECT: Presentation of 2019 Comprehensive Annual Financial Report

REVIEWED BY: Cathy Reynolds, 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 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: A representative from Abdo, Eick and Meyers will attend the Council meeting to present the results of the 2019 financial audit.

MOTION: To accept the 2019 audit and approve the distribution of the 2019 Comprehensive Annual Financial Report.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. 2019 Comprehensive Annual Financial Report (will be sent separately)
2. 2019 Management Letter
3. _____

Council Action: _____ Date: _____

Management Communication

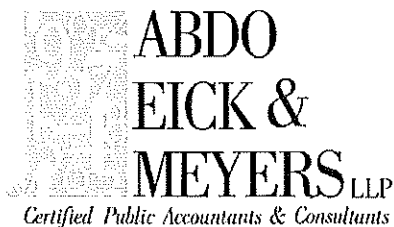
City of Fairmont
Fairmont, Minnesota

For the Year Ended
December 31, 2019

DRAFT

**ABDO
EICK &
MEYERS** LLP
Certified Public Accountants & Consultants

People
+ Process.
Going
Beyond the
Numbers



NEED DATE

Management, Honorable Mayor and City Council
City of Fairmont, Minnesota

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Fairmont, Minnesota, (the City) as of and for the year ended December 31, 2019, and have issued our report thereon dated NEED DATE. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 15, 2019. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under Auditing Standards Generally Accepted in the United States of America, *Government Auditing Standards* and the Uniform Guidance

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of financial statements does not relieve you or your management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. As part of our audit, we considered the internal control of the City. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Significant Audit Findings

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also in accordance with the Uniform Guidance, we examined, on a test basis, evidence about the City's compliance with the types of compliance requirements described in the "U.S. Office of Management and Budget (OMB) Compliance Supplement" applicable to each of its major federal programs for the purpose of expressing an opinion on the City's compliance with those requirements and for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the City's compliance with those requirements. The results of our tests disclosed no instances of noncompliance or other matters that is required to be reported in accordance with the Uniform Guidance, *Government Auditing Standards* or Minnesota.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. The City changed accounting policies during 2019 related to accounting and financial reporting for fiduciary activities (GASB 84). We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period except those noted in Note 9 and Note 10. Our opinion is not modified with respect to this matter.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were the capital asset basis, the depreciation on capital assets, the allowance for doubtful accounts, the liability for the City's Other Post-employment Benefits (OPEB) and the liability for the City's pensions.

- Capital asset basis is determined using cost, insured value or market value.
- Management's estimate of depreciation is based on the estimated useful lives of the assets. Depreciation is calculated using the straight-line method.
- Management's estimate of the allowance is based on past uncollectable accounts and current aging of the receivable balance.
- Management's estimate of its OPEB liability is based on several factors including, but not limited to, anticipated retirement age for active employees, life expectancy, turnover, and healthcare cost trend rate.
- Management's estimate of its pension liability is based on several factors including, but not limited to, anticipated investment return rate, retirement age for active employees, life expectancy, salary increases and form of annuity payment upon retirement.

The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated NEED DATE.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) (Management's Discussion and Analysis, the Schedules of Employer's Share of the Net Pension Liability, the Schedule of Changes in Net Pension Liability (Asset) and Related Ratios, the Schedules of Employer's Contributions and the Schedule of changes in the City's OPEB Liability and related ratios), which is information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information (combining and individual fund financial statements and schedules and the Schedule of Expenditures of Federal Awards), which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory or statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on them.

Future Accounting Standard Changes

The following Governmental Accounting Standards Board (GASB) Statements have been issued and may have an impact on future City financial statements: ⁽¹⁾

GASB Statement No. 87 - Leases

Summary

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

Effective Date and Transition

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged.

Leases should be recognized and measured using the facts and circumstances that exist at the beginning of the period of implementation (or, if applied to earlier periods, the beginning of the earliest period restated). However, lessors should not restate the assets underlying their existing sales-type or direct financing leases. Any residual assets for those leases become the carrying values of the underlying assets.

How the Changes in This Statement Will Improve Accounting and Financial Reporting

This Statement will increase the usefulness of governments' financial statements by requiring reporting of certain lease liabilities that currently are not reported. It will enhance comparability of financial statements among governments by requiring lessees and lessors to report leases under a single model. This Statement also will enhance the decision-usefulness of the information provided to financial statement users by requiring notes to financial statements related to the timing, significance, and purpose of a government's leasing arrangements.

GASB Statement No. 89 - Accounting for Interest Cost Incurred before the End of a Construction Period

Summary

The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

Future Accounting Standard Changes (Continued)

Effective Date and Transition

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged. The requirements of this Statement should be applied prospectively.

How the Changes in This Statement Will Improve Accounting and Financial Reporting

The requirements of this Statement will improve financial reporting by providing users of financial statements with more relevant information about capital assets and the cost of borrowing for a reporting period. The resulting information also will enhance the comparability of information about capital assets and the cost of borrowing for a reporting period for both governmental activities and business-type activities.

GASB Statement No. 91 - *Conduit Debt Obligations*

Summary

The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

All conduit debt obligations involve the issuer making a limited commitment. Some issuers extend additional commitments or voluntary commitments to support debt service in the event the third party is, or will be, unable to do so.

An issuer should not recognize a conduit debt obligation as a liability. However, an issuer should recognize a liability associated with an additional commitment or a voluntary commitment to support debt service if certain recognition criteria are met. As long as a conduit debt obligation is outstanding, an issuer that has made an additional commitment should evaluate at least annually whether those criteria are met. An issuer that has made only a limited commitment should evaluate whether those criteria are met when an event occurs that causes the issuer to reevaluate its willingness or ability to support the obligor's debt service through a voluntary commitment.

This Statement also addresses arrangements—often characterized as leases—that are associated with conduit debt obligations. In those arrangements, capital assets are constructed or acquired with the proceeds of a conduit debt obligation and used by third-party obligors in the course of their activities. Payments from third-party obligors are intended to cover and coincide with debt service payments. During those arrangements, issuers retain the titles to the capital assets. Those titles may or may not pass to the obligors at the end of the arrangements.

This Statement requires issuers to disclose general information about their conduit debt obligations, organized by type of commitment, including the aggregate outstanding principal amount of the issuers' conduit debt obligations and a description of each type of commitment. Issuers that recognize liabilities related to supporting the debt service of conduit debt obligations also should disclose information about the amount recognized and how the liabilities changed during the reporting period.

Effective Date and Transition

The requirements of this Statement are effective for reporting periods beginning after December 15, 2020. Earlier application is encouraged.

Future Accounting Standard Changes (Continued)

How the Changes in This Statement Will Improve Accounting and Financial Reporting

The requirements of this Statement will improve financial reporting by eliminating the existing option for issuers to report conduit debt obligations as their own liabilities, thereby ending significant diversity in practice. The clarified definition will resolve stakeholders' uncertainty as to whether a given financing is, in fact, a conduit debt obligation. Requiring issuers to recognize liabilities associated with additional commitments extended by issuers and to recognize assets and deferred inflows of resources related to certain arrangements associated with conduit debt obligations also will eliminate diversity, thereby improving comparability in reporting by issuers. Revised disclosure requirements will provide financial statement users with better information regarding the commitments issuers extend and the likelihood that they will fulfill those commitments. That information will inform users of the potential impact of such commitments on the financial resources of issuers and help users assess issuers' roles in conduit debt obligations.

⁽¹⁾ *Note.* From GASB Pronouncements Summaries. Copyright 2019 by the Financial Accounting Foundation, 401 Merritt 7, Norwalk, CT 06856, USA, and is reproduced with permission.

* * * * *

Restriction on Use

This communication is intended solely for the information and use of the City Council, management and the Minnesota Office of the State Auditor and is not intended and should not be used by anyone other than those specified parties.

Our audit would not necessarily disclose all weaknesses in the system because it was based on selected tests of the accounting records and related data. The comments and recommendations in the report are purely constructive in nature, and should be read in this context.

If you have any questions or wish to discuss any of the items contained in this letter, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

ABDO, EICK & MEYERS, LLP
Mankato, Minnesota
NEED DATE

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 9.2

MEETING DATE: June 8, 2020

SUBJECT: Fireworks Display Permit – J & M Displays

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

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

SUBJECT BACKGROUND: Cathy Reynolds, City Administrator

INTRODUCED BY: Cathy Reynolds, 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: J & M Displays, Inc. has requested a permit for the discharge of fireworks for the July 4th fireworks display. The annual fireworks display is held by Lake Sisseton and draws large crowds of attendees from around the Fairmont area. People gather and observe the fireworks from boats, public parks and private residences.

Due to the ongoing State of Emergency due to the COVID-19 pandemic the council needs to consider the Governor’s current executive orders and the limitations on gatherings in the evaluation of this permit. Executive Order 20-63 addresses gatherings and describes what is allowed as follows:

“Gatherings. All gatherings of more than 10 people are prohibited, except as set forth below. Gatherings are groups of individuals, who are not members of the same household, congregated together for a common or coordinated social, civic, community, faith-based, leisure, or recreational purpose—even if social distancing can be maintained. This prohibition includes planned and spontaneous gatherings, public and private gatherings, and indoor and outdoor gatherings. Examples of prohibited gatherings include, but are not limited to, social, civic, community, faith-based, or leisure events, sporting or athletic events, performances, concerts, conventions, fundraisers, parades, fairs, and festivals that bring together more than 10 people from more than one household. Prohibited

gatherings do not include commercial activity by workers and customers of Critical and Non-Critical Businesses.”

There is the possibility that with the next phase of the Governor’s phased Staff Safe Plan that these restrictions may be changed and allow for some outdoor activities with capacity and social distancing requirements. We currently do not have any indication on when this phase will be implemented and full nature of the requirements.

Staff recommends that council conditionally approve the permit based on modification of the existing Executive Order to allow gatherings and outdoor activities with capacity and social distancing requirements. Staff will coordinate with J & M Displays, Inc to determine if the conditions are meet for the fireworks display to proceed.

MOTION: To conditionally approve the permit application for the July 4th fireworks display by J & M Displays, Inc. of Urbandale, Iowa, contingent on Governor Walz’s executive orders allowing gatherings and outdoor activities.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

- 1. Application
- 2.

Council Action: _____ Date: _____

(FOR USE BY LOCAL JURISDICTIONS)

SAMPLE APPLICATION / PERMIT
OUTDOOR PUBLIC FIREWORKS DISPLAY

Applicant instructions:

1. This application is for an outdoor public fireworks display only and is not valid for an indoor fireworks display.
2. This application must be completed and returned at least 15 days prior to date of display.
3. Fee upon application is \$ _____ and must be made payable to _____

Name of Applicant (Sponsoring Organization): Light, Smoke & Noise of Fairmont, MN (Fairmont Fireworks)

Address of Applicant: 115 West 12th Street, Fairmont, MN 56031

Name of Applicant's Authorized Agent: Kelm Brueschke – J & M Displays

Address of Agent: 4104 83rd Street, Urbandale, IA 50322

Telephone Number of Agent: 515.321.2761 Date of Display: 07/04/2020 Time of Display: 10:00 p.m.

Location of Display: Sisseton Lake – City Park – See Attached Diagram

Manner and place of storage of fireworks prior to display: Delivered Day of Show

Type and number of fireworks to be discharged: Cakes (multi-shot boxes) = 10, Shells = 558

4" Shells = 299, 5" Shells = 90, 6" Shells = 45, 8" Shells = 10, 10" Shells = 2

MINNESOTA STATE LAW REQUIRES THAT THIS DISPLAY BE CONDUCTED UNDER THE DIRECT SUPERVISION OF A PYROTECHNIC OPERATOR CERTIFIED BY THE STATE FIRE MARSHAL.

Name of Supervising Operator: Kelm Brueschke Certificate No.: 0650

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least \$ 10,000,000.00

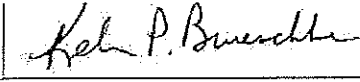
(Suggested Amount: \$1.2 million minimum. \$1.5 million minimum beginning July 1, 2009.)

2. A diagram of the ground at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained.

3. Names and ages of all assistants that will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any:

I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of Applicant (or Agent):  Date: May 1st, 2019

Signature of Fire Chief/County Sheriff: _____ Date: _____

Signature of Issuing Authority: _____ Date: _____

Fairmont, MN Fireworks Display
July 4th, 2019
Shoot Site Diagram

Fairmont MN - Fireworks Shoot Site Aerial Photo



- Fireworks
- Fallout Safety Zone

Fairmont, MN Fireworks Show
July 4th, 2020
Shoot Team

Name	Role	Age	Date of Birth	MN License #
Kelm Brueschke	Lead Shooter	57	04/14/1963	0650
Rob Schrader	Assistant	62	03/16/1958	N/A
Roger Carlson	Assistant	66	08/10/1953	N/A
Sam Cress	Assistant	34	4/21/1986	N/A
Jerry Budde	Assistant	54	01/21/1966	N/A
Bob Atzenhoefer	Assistant	55	12/22/1965	N/A
Doug Borchardt	Assistant	64	10/29/1955	N/A
Lynn Johnson	Assistant	57	8/4/1962	N/A

J & M Displays – ATF License
Expires October 1st, 2021

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 5-IA-057-50-1K-00054
---	--

Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Keers</i>	Expiration Date October 1, 2021
--	---

Name
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**18064 170TH AVE
YARMOUTH, IA 52660-9772**

Type of License or Permit
50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferee of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A fixed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
J & M DISPLAYS INC
18064 170TH AVE
YARMOUTH, IA 52660-9772

<i>James J. Deffen</i> Licensee/Permittee Responsible Person Signature	<i>C. Fel.</i> Position/Title
<i>James J. Deffen</i> Printed Name	<i>11-27-2018</i> Date

Previous Edition is Obsolete 27 CFR 555.54 (a)(1) Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Federal Explosives License (FEL) Customer Service Information Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
---	--	---------------------------

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **J & M DISPLAYS INC**

Business Name:

License/Permit Number: **5-IA-057-50-1K-00054**

License/Permit Type: **50-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2021**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

**Kelm Brueschke – Minnesota Fireworks License
Expires 10 June 2021**



**FIREWORK OPERATOR
CERTIFICATE**

Certificate Type: **O, P**
Certificate No: **00650**

Kelm P Brueschke
4104 83rd St
Urbandale, IA 50322

Effective Date
6/11/2017

Expiration Date
6/10/2021

**Kelm Brueschke – Nebraska Fireworks License
Expires – 12/31/2021**



**STATE OF NEBRASKA
FIREWORK DISPLAY OPERATOR
LICENSE#: 18-12/004**

Expiration Date: 12/31/2021

KELM PATRICK BRUESCHKE
4104 83RD STREET
URBANDALE, IA 50322



C. B. G. Falk

FIRE MARSHAL

DATE OF ISSUE: 12/12/2018

**You must have this license with you when supervising a display.
When applying for a Firework Display Permit, be sure to include your name and
license number on the application.**

Kelm Brueschke – PGI Certified Shooter Card
 Expires 31 May 2020
 Renewal In Progress

Pyrotechnics Guild International, Inc.

KELM BRUESCHKE




has successfully completed a Display Fireworks Shooters Safety Certification Program. This program requires attendance at lectures and demonstrations, a passing score on a written examination and documented shooting experience.

9/17/99
Date

Ed Vanasek

Ed Vanasek, PGI® Sec. Treasurer

Performance by the holder of this certificate is beyond the control of the PGI and the organization makes no warranty as to the holder's future performance.



THE PYROTECHNICS GUILD INTERNATIONAL, INC.

Certifies That

KELM BRUESCHKE

Has successfully completed the PGI Display Fireworks Operator Certification and Safety Program, requiring attendance at lectures and demonstrations, a passing score on a written examination, and documented display fireworks shooting experience.

Expires: 31 May 2020



Pyrotechnics Guild International Inc.


Kelm Brueschke

Is accredited as a Certified Operator of the PGI Display Operator Certification Course.

Expires 05/31/2020


www.pgi.org


Kelm Brueschke - Missouri Fireworks Licenses
Expires - 4/5/2020
Renewal In Progress

 Missouri Department of Public Safety
Missouri Division of Fire Safety
PO Box 844
Jefferson City, MO 65102

FIREWORKS DISPLAY OPERATOR LICENSE
Performs duties as a Fireworks Display Operator as authorized by
the Missouri State Fire Marshal, 320.126 RSMo, 11 CSR 40-3.010
and NFPA 1123.


NAME: Kelm Brueschke
LICENSE NUMBER: 558
EXPIRES 4/5/2020

State Fire Marshal: 

 Missouri Department of Public Safety
Missouri Division of Fire Safety
PO Box 844
Jefferson City, MO 65102

PYROTECHNIC DISPLAY OPERATOR LICENSE
Performs duties as a Pyrotechnic Display Operator as authorized by
the Missouri State Fire Marshal, 320.126 RSMo, 11 CSR 40-3.010
and NFPA 1126.

NAME: Kelm Brueschke
LICENSE NUMBER: 558
EXPIRES: 4/5/2020

Acting State Fire Marshal: 

MEETING DATE: June 8, 2020

SUBJECT: Request for Funding for July 4th Fireworks

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

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

SUBJECT BACKGROUND: Cathy Reynolds, City Administrator

INTRODUCED BY: Cathy Reynolds, 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		Council		Commission		Committee
-------------------------------------	------------	--	---------	--	------------	--	-----------

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

STATEMENT: Light Noise and Smoke of Fairmont (Fairmont Fire Works) is requesting city financial assistance for the annual July 4th fireworks. The committee generally raises and spends about \$20,000.00. This event attracts a large number of people to our community and is always well received. As with any event it gets harder to raise the money necessary to put on a successful event, volunteers continue to do a great job. The city’s financial contribution will help ease some of the burden. The city contributed \$1,500.00 last year and is being asked to match the contribution this year. This amount is within the current budget.

MOTION: To approve or deny funding July 4th fireworks.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Memo from Sam Cress

Council Action: _____ Date: _____

Light, Noise and Smoke of Fairmont

(Fairmont Fireworks)

P O Box 386, Fairmont, MN 56031

**TO: CITY ADMINISTRATOR, MAYOR &
CITY COUNCILORS**

FROM: SAM CRESS, FIREWORKS CHAIRMAN

DATE: MAY, 22 2020

RE: 4TH OF JULY FIREWORKS CONTRIBUTION AND COVID 19 PLAN

With less than a month until the 4th of July, it's time to respectfully ask the city council to again consider helping our committee out financially with the fireworks. Last year the City contributed \$1500 and I am hopeful they can support us and the community once again.

For the 2020 4th of July Fireworks Display we have the largest display in the Fairmont Fireworks History and my team I are excited for the show.

With the Covid 19 situation going on there may be some concerns about social distancing. We as a shoot team can do our part to keep us safe and there are no issues on our side. With the audience I believe people can take it upon themselves to keep each other safe wether it be on the water or on land. One idea that may help in social distancing is closing ward park parking lot to vehicles to allow a bigger area for the audience to spread out. My recommendation is to approve the event permit and come up with a safe plan to enjoy a celebration of freedom. We do have the option to postpone or cancel the show all the way up to July 3rd any questions or concerns please feel free to contact me.

Thank You
Sam Cress , Fireworks Chairman
507-236-6413

MEETING DATE: June 8, 2020

SUBJECT: Second Reading of Proposed Ordinance 2020-06 – Fire Prevention and Protection

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

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

SUBJECT BACKGROUND: Cathy Reynolds, City Administrator

INTRODUCED BY: Cathy Reynolds, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1 st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
<input checked="" type="checkbox"/>	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: At the January 27, 2020 City Council meeting, the council instructed the City Administrator and Fire Chief to work with Legal Counsel on proper language to change control of the Fire Department to the City Administrator instead of the City Council. Ordinance 2020-06 accomplishes this goal.

MOTION #1: To approve Ordinance 2020-06

VOTE REQUIRED MOTION #1: Simple majority – Roll call

ATTACHMENTS:

1. Proposed Ordinance 2020-06
- 2.

Council Action: _____ Date: _____

ORDINANCE NO. 2020-06

AN ORDINANCE AMENDING FAIRMONT CITY CODE, CHAPTER 2 – ADMINISTRATION, AND CHAPTER 10 – FIRE PREVENTION AND PROTECTION

THE CITY OF FAIRMONT DOES ORDAIN (new material is underlined; deleted material is lined out; sections which are not proposed to be amended are omitted; sections which are only proposed to be re-numbered are only set forth below as to their number and title):

SECTION 1. Fairmont Code, Chapter 2 – Administration, Article IV. - Departments and Divisions, Division 5. - Public Safety Division, Sec. 2-161. - Departments, is hereby amended to read as follows:

Sec. 2-161. - Departments.

The public safety division shall consist of the following departments:

- (1) Police.
- (2) Civil defense.
- (3) Fire.

SECTION 2. Fairmont Code, Chapter 2 – Administration, Article IV. - Departments and Divisions, Division 5. - Public Safety Division, is hereby amended to add a new Section 2-163 as follows:

Sec. 2-162. - Fire chief. Subject to city charter, section 2.11, and city code, section 2-57:

- (a) The fire chief shall provide administration, coordination and overall direction of the fire prevention and protection services and functions of the city. The fire chief shall supervise the employees and volunteers of the fire department. The fire chief shall direct and control the training of employees and volunteers of the fire department and all activities of employees and volunteers of the department and other individuals engaged in fire prevention and protection services and functions. The fire chief shall be subordinate to and report to the city administrator.

Secs. 2-1634—2-180. - Reserved.

SECTION 3. Fairmont Code, Chapter 10 – Fire Prevention and Protection, Article II. - Fire Department, Section 10-16, is hereby amended to read as follows:

Sec. 10-16. - Generally.

The fire department shall be subordinate to and under the supervision and control of the ~~council~~ city administrator. The size, composition (including, but not limited to, a determination as to the number of employees and volunteers ~~permanent and volunteer members~~), and remuneration, shall all be ~~established~~ approved by the council, which may be changed from time to time. ~~The council fire chief, with~~

the approval of the city administrator, shall also establish written rules and regulations of the fire department, a copy of which shall be distributed to each of its members~~employees and volunteers.~~ Members Employees and volunteers of the fire department shall fulfill all job requirements adopted by the council.

SECTION 4. Fairmont Code, Chapter 10 – Fire Prevention and Protection, Article II. - Fire Department, Section 10-18, is hereby amended to read as follows:

Sec. 10-18. - Fire Chief.

- (a) The chief of the fire department shall have general superintendence of the fire department and the custody of all property used and maintained for the purposes of said department. ~~He~~The fire chief shall see that the same are kept in proper order and that all rules and regulations and all provisions of the laws of the state and ordinances of the city relative to a fire department and to the prevention and extinguishment of fires are duly observed. ~~He~~The fire chief shall superintend the preservation of all property endangered by fire and shall have control and direction of all persons engaged in preserving such property.
- (b) In case of the absence or disability of the fire chief for any cause, the assistant fire chief shall exercise all the powers, perform all the duties, and be subject to all the responsibilities of the fire chief. It is the duty of the fire chief ~~of the fire department~~ on or before July 1 of each year to file a detailed inventory with the city administrator of all property used and maintained for said department, together with its projected needs for the ensuing fiscal year. It is also the duty of the fire chief ~~of the fire department~~, on or before the date of the first regular council meeting in each month, to file with the city clerk a report as to all fires occurring during the previous month stating the probable cause thereof and estimated damages. Such reports shall also state the other activities of the department. The fire chief ~~of the fire department~~ shall also make and file such other reports as may be requested by the city administrator or council.

SECTION 5: This Ordinance shall take effect immediately after its publication.

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

PASSED, APPROVED AND ADOPTED this 8th day of June 2020.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

1st Reading: May 11, 2020
2nd Reading: June 8, 2020

MEETING DATE: June 8, 2020

SUBJECT: State Aid Funds Advance for Lake Avenue Project

REVIEWED BY: Cathy Reynolds, 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: Troy Nemmers, PE, Director of Public Works/City Engineer

INTRODUCED BY: Troy Nemmers, PE, Director of Public Works/City Engineer

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: The proposed construction of Lake Avenue is \$4.06 million. The City’s current State Aid account balance is \$2,020,153. The Municipal State Aid account allows a City to borrow ahead on future allocations to be reimbursed on state aid eligible projects. Staff is recommending that the Council approve this resolution to advance \$2,306,742 in State Aid funds for the Lake Avenue improvement project.

MOTION: To approve Resolution 2020-28

VOTE REQUIRED: Simple majority – roll call

ATTACHMENTS:

1. Resolution 2020-28
- 2.
- 3.

Council Action: _____ Date: _____

106.

RESOLUTION 2020-28

Municipal State Aid Street Funds Advance

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

WHEREAS, the Municipality of Fairmont is planning to implement Municipal State Aid Street Project(s) in 2020 which will require State Aid funds in excess of those available in its State Aid Construction Account, and;

WHEREAS, said municipality is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account, and;

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date May 10, 2020		\$2,020,153.00
Less estimated disbursements:		
Project # 123-105-005	\$ 1,201,895.00	
Project # 123-111-010	\$ 3,125,000.00	
Bond Principle (if any)	\$ 0.00	
Project Finals (overruns-if any)	\$ 0.00	
Other _____	\$ 0.00	
Total Estimated Disbursements		\$4,326,895.00
Advance Amount (amount in excess of acct balance)		<u>\$2,306,742.00</u>

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subd. 10b, and;

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, Be It Resolved: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Fairmont in an amount up to \$2,306,742.00. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

Motion by:
Second by:
All in favor:
All opposed:
Abstained:
Absent:

Adopted this 8th day of June 2020

Deborah J. Foster
Mayor

ATTEST:

Patricia J. Monsen
City Clerk