FAIRMONT CITY COUNCIL
AGENDA

Monday, October 12, 2020, 5:30 p.m.

1. Roll Call / Determination of Quorum

2. Pledge of Allegiance

3. Approval of Agenda

4. Recognition / Presentations
   4.1 Proclaim October 2020 as Domestic Violence Awareness Month (03)
   4.2 Proclaim October 15, 2020 Pregnancy and Infants Loss Remembrance Day

5. Public Discussion / Comment (07)

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, September 28, 2020 (08-09)
   B. Check Registers
   C. Other

7. Public Hearings
   7.1 2020 Hearing on Proposed Assessments for the Lake Avenue Reconstruction Project, a part of the 2019 Improvement Program (10)
8. Old Business

9. New Business

9.1 Second Reading of Ordinance 2020-10 to Amend Zoning Code (17)

9.2 Second Reading of Resolution 2020-38 Vacating an Easement at 808 Timberlake Road (20)

9.3 Discussion of Accounts Payable on Consent Agenda (23)

9.4 Sale of K-9 (24)

9.5 Springbrook Software Upgrade (26)

9.6 Purchase Agreement for Land Sale to Dick Gerhardt (34)

9.7 Purchase Agreement for Land Purchase from Dick and Sarah Gerhardt (48)

10. Staff/Liaison Reports

A. Public Works

B. Finance

C. City Administrator

D. Mayor / Council

   Cyphers – CER
   Hawkins – Planning Commission, HRA, FEDA
   Peters - FEDA

11. Adjournment
MEETING DATE: October 12, 2020

SUBJECT: Proclaim October 2020 Domestic Violence Awareness Month

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

X Petition
Board
Staff
Council
Commission
Committee

SUBJECT BACKGROUND: Mayor Deborah J. Foster

INTRODUCED BY: Mayor Deborah J. Foster

COUNCIL LIAISON:

TYPE OF ACTION:

<table>
<thead>
<tr>
<th>Motion (Voice Vote)</th>
<th>Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance 1st Reading</td>
<td>Set Public Hearing (Motion)</td>
<td>X Information Only</td>
</tr>
<tr>
<td>(Introduction only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ordinance 2nd Reading</td>
<td>Hold Public Hearing (Motion to close)</td>
<td></td>
</tr>
<tr>
<td>(Roll call)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION BY:

<table>
<thead>
<tr>
<th>City Staff</th>
<th>Board</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance</td>
<td>Approval</td>
<td>Authorization</td>
<td>No recommendation</td>
</tr>
<tr>
<td>Denial</td>
<td>Rejection</td>
<td>X</td>
<td>No action needed</td>
</tr>
</tbody>
</table>

STATEMENT: Mayor Deborah J. Foster will proclaim October 2020 as Domestic Violence Awareness Month in the City of Fairmont.

MOTION: N/A

VOTE REQUIRED:

ATTACHMENTS:
1. Proclamation
2.
3.

Council Action:_________________________ Date:__________
City of Fairmont Proclamation

Domestic Violence Awareness Month

October 2020

In the City of Fairmont, in recognition of the important work done by survivors, domestic violence programs and victim service providers, I urge all citizens to actively participate in the work and events sponsored by the Committee Against Domestic Abuse and other community organizations to work toward the elimination of intimate partner violence.

WHEREAS, more than 20,000 calls are placed to domestic violence hotlines nationwide every day; and,

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and,

WHEREAS, racism, homophobia, transphobia, ageism, and discrimination based on physical ability, nationality, or other factors help to perpetuate domestic violence and make finding safety even more difficult for some victims; and,

WHEREAS, the need for safe housing continues to be rated as survivors’ most urgent need; and,

WHEREAS, Fairmont joins with others across Minnesota and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Fairmont; and,

WHEREAS, domestic violence impacts millions of people each year, but it can be prevented through the collective voice and power of individuals, families, institutions, and systems working together to transform our community.

NOW, THEREFORE, I Deborah J. Foster, Mayor of the City of Fairmont, hereby do proclaim October 2020 as Domestic Violence Awareness Month.
MEETING DATE: October 12, 2020

SUBJECT: Proclaim October 15, 2020 Pregnancy and Infants Loss Remembrance Day

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

| X | Petition | Board | Staff | Council | Commission | Committee |

SUBJECT BACKGROUND: Mayor Deborah J. Foster

INTRODUCED BY: Mayor Deborah J. Foster

COUNCIL LIAISON:

INTRODUCED BY: Mayor Deborah J. Foster

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 4.2

TYPE OF ACTION:

<table>
<thead>
<tr>
<th>Motion (Voice Vote)</th>
<th>Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance 1st Reading (Introduction only)</td>
<td>Set Public Hearing (Motion)</td>
<td>X Information Only</td>
</tr>
<tr>
<td>Ordinance 2nd Reading (Roll call)</td>
<td>Hold Public Hearing (Motion to close)</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION BY:

| City Staff | Board | Commission | Committee |

| Issuance | Approval | Authorization | No recommendation |
| Denial | Rejection | X | No action needed |

STATEMENT: Mayor Deborah J. Foster will proclaim October 15, 2020 to be Pregnancy and Infants Loss Remembrance Day in the City of Fairmont.

MOTION: N/A

VOTE REQUIRED:

ATTACHMENTS:
1. Proclamation
2.
3.

Council Action: ____________________________ Date: __________
PROCLAMATION

WHEREAS, Infants Remembered In Silence, Inc. (IRIS) and many other nonprofit organizations work with thousands of parents all over Minnesota and across the United States who have experienced the death of a child during pregnancy through early childhood; and,

WHEREAS, many of these parents live in, deliver in, have a child die in, or bury a child in our community; and,

WHEREAS, Infants Remembered In Silence (IRIS) a 501(c)(3) nonprofit organization was founded in 1987, 33 years ago, to support parents whose child/children died from miscarriage, ectopic pregnancy, molar pregnancy, stillbirth, neo-natal death, birth defects, sudden unexplained death of a child (SUDC), sudden infant death syndrome (SIDS), illness, accidents and all other types of infants and early childhood death; and,

WHEREAS, bereaved parents around the world remember their children annually on October 15 with a candle lighting at 7 p.m. Some will remember their child/children in their homes while others will remember them in small gatherings around the state, across the nation and around the world; unifying these parents in tribute to their children; and,

WHEREAS, in 1988, President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month.

NOW THEREFORE, in honor of the thousands of children that die each year in Minnesota, I, Deborah J. Foster, Mayor of the City of Fairmont, do hereby proclaim October 15, 2020 to be:

PREGNANCY AND INFANTS LOSS REMEMBRANCE DAY

in the City of Fairmont.

Deborah J. Foster
MEETING DATE: October 12, 2020
SUBJECT: Public Discussion/Comment
REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

<table>
<thead>
<tr>
<th>Petition</th>
<th>Board</th>
<th>Staff</th>
<th>Council</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
</table>

SUBJECT BACKGROUND:

INTRODUCED BY: Mayor Deborah J. Foster

COUNCIL LIAISON:

TYPE OF ACTION:

<table>
<thead>
<tr>
<th>Motion (Voice Vote)</th>
<th>Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance 1st Reading</td>
<td>Set Public Hearing (Motion)</td>
<td>X Information Only</td>
</tr>
<tr>
<td>(Introduction only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ordinance 2nd Reading</td>
<td>Hold Public Hearing</td>
<td></td>
</tr>
<tr>
<td>(Roll call)</td>
<td>(Motion to close)</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION BY:

<table>
<thead>
<tr>
<th>City Staff</th>
<th>Board</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Issuance</th>
<th>Approval</th>
<th>Authorization</th>
<th>No recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denial</td>
<td>Rejection</td>
<td>X</td>
<td>No action needed</td>
</tr>
</tbody>
</table>

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, September 28, 2020 at the City Hall Council Chambers.

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, Police Chief Mike Hunter, City Clerk Patricia J. Monsen and Attorney Ben Cass via telephone.

Council Member Peters made a motion to approve the agenda as presented. Council Member Hasek seconded the motion and the motion carried.

Council Member Lubenow stated that he would like to talk about removing the Accounts Payable from the Consent Agenda at the next meeting.

During public comment, Vicki Schulte of 313 South Prairie Avenue addressed the Council to make sure that a Proclamation would be done for Domestic Violence Awareness Month. Mayor Foster stated that the Proclamation would be presented at the October 12th City Council meeting.

Council Member Randy Lubenow encouraged members of the public to follow the COVID-19 safety guidelines and to unite to help keep our community safe.

Council Member Hawkins made a motion to approve the Consent Agenda. Council Member Peters seconded the motion and the motion carried. Items on the consent agenda were: Minutes from the September 14, 2020 City Council meeting and September 2020 Accounts Payable.

Mayor Foster opened the public hearing on proposed Ordinance 2020-10, amending the Zoning Code to include kennels as a conditional use of the I-1 Light Industrial Zone. No public comment was received. Council Member Peters made a motion to close the public hearing. Council Member Hasek seconded the motion and the motion carried.

Mayor Foster opened the public hearing on proposed Resolution 2020-38, vacating a 10’ drainage easement at 808 Timberlake Road. No public comment was received. Council Member Hasek made a motion to close the public hearing. Council Member Cyphers seconded the motion and the motion carried.

Finance Officer Paul Hoye presented the 2021 Proposed Budget and Tax Levy. Council Member Peters made a motion to adopt Resolution 2020-39, adopting the proposed tax levy for 2021. Council Member Hawkins seconded the motion. On roll call vote: Council Members Lubenow, Peters, Cyphers and Hawkins all voted aye. Council Member Hasek voted nay. Mayor Foster declared said motion passed. Council Member Hawkins made a motion to adopt Resolution 2020-40, adopting the proposed budget for 2021. Council Member Peters seconded the motion and the motion carried.

Nemmers reported that the community has had three solar installations in the past year and that there is talk about other’s coming.
The Lake Avenue Reconstruction project is coming along well and will be moving into Phase C this week which will cause some traffic and access changes.

The parks will be closing on or around October 15th.

The annual Fall Leaf Pick-Up for 2020 will begin the week of November 2nd. Information will be going out on this soon.

Reynolds stated that the small business grant applications and information is on the City’s website. Applications are due October 2nd.

Council Member Lubenow reported that the Park Department has done work on the Gomsrud Park beach.

Council Member Peters reported on the Convention and Visitors Board and stated that revenues are down considerable because of COVID-19. The Board is working on their budget with cost cutting as a goal.

A motion was made by Council Member Cyphers, seconded by Council Member Hasek and carried to adjourn the meeting at 6:47 p.m.

________________________________________
Deborah J. Foster, Mayor

ATTEST:

____________________________
Patricia J. Monsen, City Clerk
CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 7.1

MEETING DATE: October 12, 2020

SUBJECT: 2020 Hearing on Proposed Assessments for the Lake Avenue Reconstruction Project, a part of the 2019 Improvement Program

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

| Petition | Board | X Staff | Council | Commission | Committee |

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

INTRODUCED BY: Cathy Reynolds, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<table>
<thead>
<tr>
<th>Motion (Voice Vote)</th>
<th>X Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance 1st Reading (Introduction only)</td>
<td>Set Public Hearing (Motion)</td>
<td>Information Only</td>
</tr>
<tr>
<td>Ordinance 2nd Reading (Roll call)</td>
<td>X Hold Public Hearing (Motion to close)</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION BY:

<table>
<thead>
<tr>
<th>X City Staff</th>
<th>Board</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance</td>
<td>X Approval</td>
<td>Authorization</td>
<td>No recommendation</td>
</tr>
<tr>
<td>Denial</td>
<td>Rejection</td>
<td>No action needed</td>
<td></td>
</tr>
</tbody>
</table>

STATEMENT: As a part of the special assessment process, the City Council is required to hold a public hearing on the assessments for the Lake Avenue Reconstruction Project, a part of the 2019 Improvement Program. Following the public hearing, the Council needs to take action on the proposed assessments.

MOTION #1: To close the public hearing.

MOTION #2: To adopt Resolution No. 2020-41, adopting the assessments for the Lake Avenue Reconstruction Project, a part of the 2019 Improvement Program

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Public Hearing Notice
2. Resolution No. 2020-41

***************************************************************************

Council Action: ____________________________________________________ Date: __________
City of Fairmont

Notice of Hearing on Proposed Assessment

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council will meet at 5:30 p.m. on the 12th day of October, 2020, at City Hall, 100 Downtown Plaza, to pass upon the proposed assessment against benefiting property for the improvement of:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5719002</td>
<td>RECONSTRUCTION ($80.00 per assessable front foot) Lake Avenue: 4th Street to Downtown Plaza</td>
</tr>
</tbody>
</table>

Benefiting property includes property abutting or property near to said improvements which utilize the improvements for access or for utility service.

The proposed assessment is on file for public inspection at the City Clerk’s office. The total amount of the proposed improvements for the project is $4,908,289.50.

Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a signed, written objection is filed with the Clerk prior to the hearing or presented to the presiding officer at the hearing. The Council may, upon such notice, consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

An owner may appeal an assessment to district court pursuant to Minnesota Statute Section 429.081 by serving notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or City Clerk; however, no appeal may be taken as to the amount of any individual assessment unless a written objection signed by the affected property owner is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing.
Under Minnesota Statutes, Sections 435.193 to 435.195, the Council may, in its discretion, defer the payment of this special assessment based on one of the following:

1) any homestead property owned by a person 65 years of age or older for whom it would be a hardship to make payments.
2) persons retired as a result of a permanent and total disability.
3) undeveloped property.

When deferment of the special assessment has been granted and is terminated for any reason provided in the law, all amounts accumulated plus applicable interest becomes due. Any assessed property owner meeting the requirements of this law and the resolution adopted under it may, within thirty days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

BY ORDER OF THE FAIRMONT CITY COUNCIL
September 14, 2020

Patricia J. Monsen
City Clerk

To Be Published in the Fairmont Photo Press
Wednesday, September 23, 2020
RESOLUTION NO. 2020-41

STATE OF MINNESOTA
COUNTY OF MARTIN
CITY OF FAIRMONT

RESOLUTION ADOPTING ASSESSMENTS FOR THE LAKE AVENUE RECONSTRUCTION PROJECT, A PART OF THE 2019 IMPROVEMENT PROGRAM

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met, heard, and passed upon all objections to the proposed assessment of the following improvements:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5719002</td>
<td>RECONSTRUCTION ($80.00 per assessable front foot)</td>
</tr>
<tr>
<td></td>
<td>Lake Avenue: 4th Street to Downtown Plaza</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRMONT, MINNESOTA:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.

2. Assessments shall be payable in equal annual installments for 15 years. The first installment is payable on or before the first Monday in January 2021, and shall bear interest at the rate of 4% per year from the date of adoption of the assessment resolution (October 12, 2020).

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole amount of the assessment on such property, with interest accrued to the date of payment to the City of Fairmont, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he or she may thereafter pay to the Martin County Treasurer the installment and interest in process of collection of the current tax list, and he or she may pay the remaining principal balance of the assessment to the City of Fairmont. Future payments must be made before November 1, or interest will be charged through December of the next succeeding year.
4. The City Clerk shall file the assessment rolls pertaining to this assessment in the Clerk’s office and shall certify annually to the County Auditor on or before December 1 of each year the total amount of installments and interest which are to become due in the following year on the assessment on each parcel of land included in the assessment roll.

Adopted by the Council this 12th day of October 2020.

__________________________
Deborah J. Foster, Mayor

ATTEST:

_______________________________
Patricia J. Monsen, City Clerk
(SEAL)
## Lake Ave Reconstruction: 4th Street to Downtown Plaza

This project will consist of removing the existing 56’ wide concrete street and upgrading the subgrade and aggregate base levels. New sanitary sewer and watermain along with new services will be installed on this project. New storm sewer will be installed and a new 56’ wide asphalt surface will be constructed. New sidewalk will be installed on both sides of the street through the project. Existing intersections will be evaluated including the traffic signals at Downtown Plaza. This project is scheduled for 2020 construction. There will be 33 properties that will receive benefit from this project and will be assessed according to the City’s policy.

**Project Number:** 5719002  
**Project Term/Rate:** 15 years/4%

<table>
<thead>
<tr>
<th>Name</th>
<th>Owners Address</th>
<th>Property</th>
<th>County #</th>
<th>Frontage (ft)</th>
<th>Assessed (ft)</th>
<th>Rate</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEORGE W &amp; KAREN L DOLLEN</td>
<td>2307 N NORTH AVE FAIRMONT, MN 56031</td>
<td>300 LAKE AVE</td>
<td>230400870</td>
<td>53.00</td>
<td>35.33</td>
<td>$80.00</td>
<td>$2,826.67</td>
<td>Corner</td>
</tr>
<tr>
<td>JOHN M &amp; SYLVIA POETTER</td>
<td>42324 110TH ST BLUE EARTH, MN 56013</td>
<td>306 LAKE AVE</td>
<td>230400880</td>
<td>53.00</td>
<td>53.00</td>
<td>$80.00</td>
<td>$4,240.00</td>
<td></td>
</tr>
<tr>
<td>KAREN L MUSSMANN</td>
<td>1321 N PARK STREET FAIRMONT, MN 56031</td>
<td>310 LAKE AVE</td>
<td>230400890</td>
<td>53.00</td>
<td>53.00</td>
<td>$80.00</td>
<td>$4,240.00</td>
<td></td>
</tr>
<tr>
<td>TARA TONNE</td>
<td>316 LAKE AVE FAIRMONT, MN 56031</td>
<td>316 LAKE AVE</td>
<td>230400900</td>
<td>53.00</td>
<td>53.00</td>
<td>$80.00</td>
<td>$4,240.00</td>
<td></td>
</tr>
<tr>
<td>VICTOR NINO</td>
<td>320 LAKE AVE FAIRMONT, MN 56031</td>
<td>320 LAKE AVE</td>
<td>230400910</td>
<td>53.00</td>
<td>53.00</td>
<td>$80.00</td>
<td>$4,240.00</td>
<td></td>
</tr>
<tr>
<td>JEFFREY J &amp; DENISE C POETTER</td>
<td>3270 HWY 13 EAGAN, MN 55121</td>
<td>322 LAKE AVE</td>
<td>230400920</td>
<td>53.00</td>
<td>53.00</td>
<td>$80.00</td>
<td>$4,240.00</td>
<td></td>
</tr>
<tr>
<td>JERRY &amp; PAULINE GIBBER</td>
<td>326 LAKE AVE FAIRMONT, MN 56031</td>
<td>326 LAKE AVE</td>
<td>230400930</td>
<td>52.00</td>
<td>52.00</td>
<td>$80.00</td>
<td>$4,160.00</td>
<td></td>
</tr>
<tr>
<td>TOM UNRUH</td>
<td>133 E 26TH ST MINNEAPOLIS, MN 55404</td>
<td>332 LAKE AVE</td>
<td>230400940</td>
<td>54.00</td>
<td>36.00</td>
<td>$80.00</td>
<td>$2,880.00</td>
<td>Corner</td>
</tr>
<tr>
<td>TIMOTHY &amp; BRENDI INGVOLDSTAD</td>
<td>309 W LAKE AVE FAIRMONT, MN 56031</td>
<td>309 LAKE AVE</td>
<td>230401030</td>
<td>42.50</td>
<td>42.50</td>
<td>$80.00</td>
<td>$3,400.00</td>
<td></td>
</tr>
<tr>
<td>ROCKY L &amp; ROBIN L ARMAGE</td>
<td>311 LAKE AVE FAIRMONT, MN 56031</td>
<td>311 LAKE AVE</td>
<td>230401040</td>
<td>34.67</td>
<td>23.11</td>
<td>$80.00</td>
<td>$1,849.07</td>
<td>Corner</td>
</tr>
<tr>
<td>MCCORKELL RENTALS INC</td>
<td>301 115TH AVE CEYLON, MN 56121</td>
<td>303 LAKE AVE</td>
<td>230401050</td>
<td>65.16</td>
<td>65.16</td>
<td>$80.00</td>
<td>$5,712.80</td>
<td></td>
</tr>
<tr>
<td>HILIPRE, KELLY JO</td>
<td>231 LAKE AVE FAIRMONT, MN 56031</td>
<td>231 LAKE AVE</td>
<td>230401060</td>
<td>106.16</td>
<td>106.16</td>
<td>$80.00</td>
<td>$8,492.80</td>
<td></td>
</tr>
<tr>
<td>DKLM LLC</td>
<td>203 200TH AVE FAIRMONT, MN 56031</td>
<td>223 LAKE AVE</td>
<td>230401070</td>
<td>137.91</td>
<td>137.91</td>
<td>$80.00</td>
<td>$11,032.80</td>
<td></td>
</tr>
<tr>
<td>FRED &amp; CONSTANCE I KRAHMER REV TRUST</td>
<td>204 LAKE AVE STE 201 FAIRMONT, MN 56031</td>
<td>204 LAKE AVE</td>
<td>230401080</td>
<td>159.00</td>
<td>159.00</td>
<td>$80.00</td>
<td>$12,720.00</td>
<td></td>
</tr>
<tr>
<td>SILVER LAKE FARMS INC</td>
<td>204 LAKE AVE STE 201 FAIRMONT, MN 56031</td>
<td>218 LAKE AVE</td>
<td>230401090</td>
<td>212.00</td>
<td>212.00</td>
<td>$80.00</td>
<td>$16,960.00</td>
<td></td>
</tr>
<tr>
<td>MARTIN CO AUDITOR</td>
<td>201 LAKE AVE STE 201 FAIRMONT, MN 56031</td>
<td>102 LAKE AVE</td>
<td>230402200</td>
<td>137.30</td>
<td>137.30</td>
<td>$80.00</td>
<td>$10,984.00</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Owners Address</td>
<td>Property</td>
<td>County #</td>
<td>Frontage (ft)</td>
<td>Assessed (ft)</td>
<td>Rate</td>
<td>Total</td>
<td>Comments</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------------------</td>
<td>-------------------</td>
<td>--------------</td>
<td>---------------</td>
<td>---------------</td>
<td>------</td>
<td>-----------</td>
<td>------------------------</td>
</tr>
<tr>
<td>MARTIN CO AUDITOR</td>
<td>201 LAKE AVE STE 201</td>
<td>108 LAKE AVE</td>
<td>230402210</td>
<td>77.90</td>
<td>77.90</td>
<td>$ 80.00</td>
<td>$ 6,232.00</td>
<td></td>
</tr>
<tr>
<td>EBER NOE JUAREZ</td>
<td>62 DOWNTOWN PLAZA</td>
<td>108 BLUE EARTH AVE W</td>
<td>230402330</td>
<td>132.00</td>
<td>132.00</td>
<td>$ 80.00</td>
<td>$ 10,560.00</td>
<td></td>
</tr>
<tr>
<td>MARTIN COUNTY</td>
<td>201 LAKE AVE STE 201</td>
<td>115 1ST ST W</td>
<td>230402350</td>
<td>91.67</td>
<td>91.67</td>
<td>$ 80.00</td>
<td>$ 7,333.60</td>
<td></td>
</tr>
<tr>
<td>MARTIN COUNTY</td>
<td>201 LAKE AVE STE 201</td>
<td>201 LAKE AVE</td>
<td>230402605</td>
<td>330.00</td>
<td>330.00</td>
<td>$ 80.00</td>
<td>$ 26,400.00</td>
<td></td>
</tr>
<tr>
<td>JEFFREY G BAKER</td>
<td>215 LAKE AVENUE</td>
<td>215 LAKE AVE</td>
<td>230402610</td>
<td>60.00</td>
<td>60.00</td>
<td>$ 80.00</td>
<td>$ 4,800.00</td>
<td></td>
</tr>
<tr>
<td>MARTIN CO PRESERVATION ASSOC</td>
<td>222 E BLUE EARTH AVE</td>
<td>209 LAKE AVE</td>
<td>230402620</td>
<td>52.00</td>
<td>52.00</td>
<td>$ 80.00</td>
<td>$ 4,160.00</td>
<td></td>
</tr>
<tr>
<td>PROFINIUM FINANCIAL INC</td>
<td>PO BOX 848</td>
<td>105 LAKE AVE</td>
<td>231960010</td>
<td>485.69</td>
<td>405.39</td>
<td>$ 80.00</td>
<td>$ 32,431.20</td>
<td>No Assessment Last 80.3' of property</td>
</tr>
<tr>
<td>JOHN P &amp; MARILYN HOVICK</td>
<td>2228 STADE LANE</td>
<td>115 123 BLUE EARTH AVE W</td>
<td>232690090</td>
<td>142.00</td>
<td>142.00</td>
<td>$ 80.00</td>
<td>$ 11,360.00</td>
<td></td>
</tr>
<tr>
<td>SHAWN C CLOW</td>
<td>111 W Lind Court</td>
<td>103 BLUE EARTH AVE W</td>
<td>232690210</td>
<td>142.00</td>
<td>142.00</td>
<td>$ 80.00</td>
<td>$ 11,360.00</td>
<td></td>
</tr>
<tr>
<td>ANTHONY OBERNOLTE</td>
<td>321 LAKE AVE</td>
<td>321 LAKE AVE</td>
<td>230402630</td>
<td>65.00</td>
<td>43.33</td>
<td>$ 80.00</td>
<td>$ 3,466.67</td>
<td>Corner</td>
</tr>
<tr>
<td>JOHN M &amp; SYLVIA POETTER</td>
<td>42324 110TH ST</td>
<td>323 LAKE AVE</td>
<td>230402640</td>
<td>62.00</td>
<td>62.00</td>
<td>$ 80.00</td>
<td>$ 4,960.00</td>
<td></td>
</tr>
<tr>
<td>JOHN M &amp; SYLVIA POETTER</td>
<td>42324 110TH ST</td>
<td>329 LAKE AVE</td>
<td>230402660</td>
<td>67.00</td>
<td>67.00</td>
<td>$ 80.00</td>
<td>$ 5,360.00</td>
<td></td>
</tr>
<tr>
<td>JOHN M &amp; SYLVIA POETTER</td>
<td>42324 110TH ST</td>
<td>333 LAKE AVE</td>
<td>230402670</td>
<td>69.60</td>
<td>46.40</td>
<td>$ 80.00</td>
<td>$ 3,712.00</td>
<td>Corner</td>
</tr>
</tbody>
</table>
MEETING DATE: October 12, 2020

SUBJECT: Second Reading of Ordinance 2020-10 to Amend Zoning Code

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

<table>
<thead>
<tr>
<th>Petition</th>
<th>Board</th>
<th>Staff</th>
<th>X Council</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
</table>

SUBJECT BACKGROUND: Peter Bode, Planner/Code Enforcement Technician

INTRODUCED BY: Cathy Reynolds, City Administrator

COUNCIL LIAISON: Council Member Tom Hawkins

TYPE OF ACTION:

<table>
<thead>
<tr>
<th>Motion (Voice Vote)</th>
<th>Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance 1st Reading (Introduction only)</td>
<td>Set Public Hearing (Motion)</td>
<td>Information Only</td>
</tr>
<tr>
<td>X Ordinance 2nd Reading (Roll call)</td>
<td>Hold Public Hearing (Motion to close)</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION BY:

<table>
<thead>
<tr>
<th>City Staff</th>
<th>Board</th>
<th>X Commission</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance</td>
<td>X Approval</td>
<td>Authorization</td>
<td>No recommendation</td>
</tr>
<tr>
<td>Denial</td>
<td>Rejection</td>
<td>No action needed</td>
<td></td>
</tr>
</tbody>
</table>

STATEMENT: The Planning Commission has recommended approving proposed Ordinance 2020-10 to amend the Zoning Code to include kennels as a conditional use of the I-1 Light Industrial District

MOTION #1: To adopt Ordinance 2020-10 amending Fairmont Zoning Code to include kennels as a conditional use of the I-1 Light Industrial District.

VOTE REQUIRED MOTION #1: Simple majority – Roll call

ATTACHMENTS:
1. Proposed Ordinance 2020-10
2. 

Council Action: ________________________________ Date: ____________
ORDINANCE NO. 2020-10

STATE OF MINNESOTA
COUNTY OF MARTIN ss
CITY OF FAIRMONT

AN ORDINANCE AMENDING FAIRMONT CITY CODE, CHAPTER 26 – ZONING

WHEREAS, city staff have received inquiries about the ability to place kennel uses in locations further away from residences than many general business lots; and,

WHEREAS, city staff have evaluated that kennels may produce noise and odor, and may be compatible with light industrial uses; and,

WHEREAS, the Planning Commission has reviewed the concept and recommends to City Council that kennels be listed as a conditional use of the I-1 Light Industrial District.

NOW THEREFORE 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 their number and title):

SECTION 1. Upon the recommendation of the Fairmont Planning Commission, Fairmont City Code, Chapter 26 – Zoning, Article III – Zoning District Regulations, Sec 26-160 – I-1 Light Industrial District, Subd. (d) – Conditional Uses, Subd. (9), is hereby inserted to read as follows:

“(9) Kennels provided that:

a. Provisions are made to control and reduce noise and odor.

b. Open structures housing animals outdoor are fenced and screened from view of neighboring commercial and residential uses in compliance with Article VII.

c. At the boundaries of a residential district or use, the property is screened in compliance with Article VII.

d. The provisions of Article II, Division 4 are considered and satisfactorily met.”

SECTION 2. This Ordinance shall take effect immediately after its publication.
PASSED, APPROVED AND ADOPTED this ______ day of October 2020.

Deborah J. Foster, Mayor

ATTEST:

Patricia Monsen, City Clerk

1st Reading: September 28, 2020
2nd Reading: October 12, 2020
MEETING DATE: October 12, 2020

SUBJECT: Second Reading of Resolution 2020-38 Vacating an Easement at 808 Timberlake Road

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

<table>
<thead>
<tr>
<th>Petition</th>
<th>Board</th>
<th>X Staff</th>
<th>Council</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
</table>

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

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

COUNCIL LIAISON:

TYPE OF ACTION:

<table>
<thead>
<tr>
<th>Motion (Voice Vote)</th>
<th>Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance 1st Reading (Introduction only)</td>
<td>Set Public Hearing (Motion)</td>
<td>Information Only</td>
</tr>
<tr>
<td>Ordinance 2nd Reading (Roll call) X</td>
<td>Hold Public Hearing (Motion to close)</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION BY:

<table>
<thead>
<tr>
<th>City Staff</th>
<th>Board</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Issuance</th>
<th>X Approval</th>
<th>Authorization</th>
<th>No recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denial</td>
<td>Rejection</td>
<td>No action needed</td>
<td></td>
</tr>
</tbody>
</table>

STATEMENT: Staff have received a request to vacate a 10’ drainage easement at 808 Timberlake Road.

MOTION: To adopt Resolution 2020-38, vacating a 10’ drainage easement at 808 Timberlake Road.

VOTE REQUIRED: Simple majority.

ATTACHMENTS:
1. Resolution 2020-38, vacating easement
2

Council Action: ___________________________ Date: ____________
RESOLUTION NO. 2020-38

A RESOLUTION VACATING A DRAINAGE AND UTILITY EASEMENT

THE CITY COUNCIL OF THE CITY OF FAIRMONT, MINNESOTA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City Council has held a public hearing on September 28, 2020 to consider the vacation of a drainage and utility easement legally described as follows:

A drainage and utility easement 10 feet in width, the centerline of which is described as follows: Commencing at the NW corner of Lot 1, Block One, FAIRMONT INDUSTRIAL PARK TENTH ADDITION, in the City of Fairmont according to the recorded plat thereof on file and of record in the office of the County Recorder, Martin County, Minnesota, thence S 00°31’20” E 95.00 feet to the Point of Beginning of the centerline to be described, thence S 89°57’26” E 450.00 feet, thence S 00°31’20” E 350.00 feet and there terminating.

after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because the vacation will facilitate a minor subdivision and the development of property that will be of benefit to the City; and

WHEREAS, at least four-fifths of all members of the City Council concur in this resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FAIRMONT, COUNTY OF MARTIN, STATE OF MINNESOTA, that such vacation is hereby granted and that the drainage and utility easement legally described as follows is hereby vacated:

A drainage and utility easement 10 feet in width, the centerline of which is described as follows: Commencing at the NW corner of Lot 1, Block One, FAIRMONT INDUSTRIAL PARK TENTH ADDITION, in the City of Fairmont according to the recorded plat thereof on file and of record in the office of the County Recorder, Martin County, Minnesota, thence S 00°31’20” E 95.00 feet to the Point of Beginning of the centerline to be
described, thence S 89°57’26” E 450.00 feet, thence S 00°31’20” E 350.00 feet and there terminating.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Adopted by the City Council this 12th day of October 2020.

___________________________________
Deborah J. Foster, Mayor

ATTEST:

___________________________________
Patricia J. Monsen, City Clerk
MEETING DATE: October 12, 2020

SUBJECT: Discussion of Accounts Payable on Consent Agenda

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

<table>
<thead>
<tr>
<th>Petition</th>
<th>Board</th>
<th>Staff</th>
<th>X</th>
<th>Council</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
</table>

SUBJECT BACKGROUND: Cathy Reynolds, City Administrator

INTRODUCED BY: Mayor Deborah J. Foster

COUNCIL LIAISON: Council Member Randy Lubenow

TYPE OF ACTION:

<table>
<thead>
<tr>
<th>Motion (Voice Vote)</th>
<th>Resolution</th>
<th>X</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance 1st Reading (Introduction only)</td>
<td>Set Public Hearing (Motion)</td>
<td>X</td>
<td>Information Only</td>
</tr>
<tr>
<td>Ordinance 2nd Reading (Roll call)</td>
<td>Hold Public Hearing (Motion to close)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION BY:

<table>
<thead>
<tr>
<th>City Staff</th>
<th>Board</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance</td>
<td>Approval</td>
<td>Authorization</td>
<td>No recommendation</td>
</tr>
<tr>
<td>Denial</td>
<td>Rejection</td>
<td>No action needed</td>
<td></td>
</tr>
</tbody>
</table>

STATEMENT: Council Member Lubenow would like to discuss having accounts payable on the consent agenda.

MOTION:

VOTE REQUIRED:

ATTACHMENTS:
1. 
2. 
3. 

******************************************

Council Action: ___________________________ Date: ___________
MEETING DATE: October 6, 2020

SUBJECT: Sale of K-9

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY: Mike Hunter, Police Chief

SUBJECT BACKGROUND: Cathy Reynolds

INTRODUCED BY: Cathy Reynolds, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<table>
<thead>
<tr>
<th>Motion (Voice Vote)</th>
<th>Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance 1st Reading (Introduction only)</td>
<td>Set Public Hearing (Motion)</td>
<td>Information Only</td>
</tr>
<tr>
<td>Ordinance 2nd Reading (Roll call)</td>
<td>Hold Public Hearing (Motion to close)</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION BY:

<table>
<thead>
<tr>
<th>X</th>
<th>City Staff</th>
<th>Board</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance</td>
<td>X</td>
<td>Approval</td>
<td>Authorization</td>
<td>No recommendation</td>
</tr>
<tr>
<td>Denial</td>
<td></td>
<td>Rejection</td>
<td>No action needed</td>
<td></td>
</tr>
</tbody>
</table>

STATEMENT: Sgt Tietje’s last day with the Fairmont Police Department is October 17, 2020. As he currently serves as our K-9 Officer we have evaluated the ongoing requirement and need to continue this position. Based on the utilization of the K-9, costs associated with the program and the training of a new officer we have decided it is not in the best interest of the city to continue the K-9 program. The Police Chief has looked at various options for the sale of the K-9 to other agencies or K-9 organizations but have not found any willing to purchase our K-9. Sgt Tietje is interested in purchasing the K-9. As the K-9 is part of the use of force continuum for the Police Department given its specialized training, it is not available to be sold to the public.

MOTION: To approve Resolution 2020-72.

VOTE REQUIRED: Simple majority.

ATTACHMENTS:
1. Resolution 2020-72
RESOLUTION 2020-42
A RESOLUTION FINDING K-9, TITUS, TO BE SURPLUS PROPERTY AND AUTHORIZING THE SALE THEREOF

WHEREAS, the City of Fairmont has operated a K-9 program in its Police Department; and,

WHEREAS, the Police Department’s K-9 officer is resigning from the force; and,

WHEREAS, the City has evaluated the need to continue the K-9 program; and,

WHEREAS, the City does not find it to be in the best interests of the City to continue the program at this time; and,

WHEREAS, with the termination of the K-9 program, the City no longer needs its current K-9, Titus; and,

WHEREAS, the City has looked at selling the K-9 to other law enforcement agencies or K-9 programs and there is no interest in purchasing a K-9 at this time; and,

WHEREAS, Sergeant Tietje has expressed an interest in the purchase of the K-9, Titus; and,

WHEREAS, a K-9 is considered part of the Police Department’s use of force continuum and cannot be sold to the general public due to safety concerns; and,

WHEREAS, staff has evaluated the original cost of the K-9, the costs to continue the program, and the ongoing costs for the care and maintenance of the K-9 and recommends that the K-9 Titus be sold to Sergeant Tietje for $1,000.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fairmont that K-9, Titus, is declared to be surplus property that cannot be sold to the general public, and authorizes the City Clerk to sell the K-9, Titus, to Sergeant Tietje effective on his last day of employment with the City for $1,000, contingent upon Sergeant Tietje executing an indemnification agreement with the City to the City’s satisfaction that releases the City from further liability regarding the K-9, Titus.

PASSED, APPROVED AND ADOPTED this 12th day of October 2020.

_______________________________________
Deborah J. Foster, Mayor

ATTEST:

______________________________
Patricia J. Monsen, City Clerk
MEETING DATE: October 12, 2020

SUBJECT: Springbrook Software Upgrade

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT BACKGROUND: Paul Hoye, Finance Director

INTRODUCED BY: Cathy Reynolds, City Administrator

COUNCIL LIAISON: Cathy Reynolds, City Administrator

TYPE OF ACTION:

<table>
<thead>
<tr>
<th>X</th>
<th>Motion (Voice Vote)</th>
<th>Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ordinance 1st Reading (Introduction only)</td>
<td>Set Public Hearing (Motion)</td>
<td>Information Only</td>
</tr>
<tr>
<td></td>
<td>Ordinance 2nd Reading (Roll call)</td>
<td>Hold Public Hearing (Motion to close)</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION BY:

<table>
<thead>
<tr>
<th>X</th>
<th>City Staff</th>
<th>Board</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Issuance</td>
<td>X</td>
<td>Approval</td>
<td>Authorization</td>
</tr>
<tr>
<td></td>
<td>Denial</td>
<td>Rejection</td>
<td>No action needed</td>
<td></td>
</tr>
</tbody>
</table>

STATEMENT: As we have begun working on the implementation of our new AMI project within Public Utilities, we discovered that we would need to upgrade our current utility billing software for it to integrate properly. We have received a bid from Springbrook outlining the cost of upgrading our current custom software to the latest version.

MOTION: To approve the Springbrook order form in the amount of $27,940.

VOTE REQUIRED: Simple majority

ATTACHMENTS:
1. Springbrook Order Form
2. 

Council Action: ____________________________________________ Date: ____________
Order Form for Fairmont, MN - City of
09-30-2020
Fairmont, MN Upgrade V718 w/Custom Rewrites
Dear,

Thank you for the opportunity to submit this order form in the amount of $27,940.00.

All of us at Springbrook are working to provide the best possible solutions for your agency and your citizens.

Our goal is nothing short of your 100% satisfaction.

Thank you for being a valued customer.

Sincerely,

Porsche Chambers-Winston

Porsche Chambers-Winston
## Professional Services Pricing

<table>
<thead>
<tr>
<th>Item Name</th>
<th>List Price/Unit</th>
<th>Quantity</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custom Code Development Services</td>
<td>$299.00</td>
<td>60</td>
<td>$17,940.00</td>
</tr>
<tr>
<td>Version Upgrade Professional Services</td>
<td>$125.00</td>
<td>80</td>
<td>$10,000.00</td>
</tr>
<tr>
<td><strong>Total List Price</strong></td>
<td></td>
<td></td>
<td><strong>$27,940.00</strong></td>
</tr>
<tr>
<td><strong>Professional Services Total Net Price</strong></td>
<td></td>
<td></td>
<td><strong>$27,940.00</strong></td>
</tr>
</tbody>
</table>

**Grand Total:** $27,940.00
Order Detail

General Information

<table>
<thead>
<tr>
<th>Customer Name:</th>
<th>Fairmont, MN - City of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Contact:</td>
<td></td>
</tr>
<tr>
<td>Customer Address:</td>
<td>100 Downtown Plaza, Fairmont, Minnesota, United States, 56031</td>
</tr>
<tr>
<td>Governing Agreement(s):</td>
<td>This Order Form is governed by the applicable terms found at:</td>
</tr>
<tr>
<td></td>
<td>MSA: <a href="https://sprbrk.box.com/v/sprbrk-saas-terms">https://sprbrk.box.com/v/sprbrk-saas-terms</a></td>
</tr>
<tr>
<td></td>
<td>MLA: <a href="https://sprbrk.app.box.com/v/sprbrk-onpremise-terms">https://sprbrk.app.box.com/v/sprbrk-onpremise-terms</a></td>
</tr>
<tr>
<td>Term(s):</td>
<td>year</td>
</tr>
</tbody>
</table>

Order Terms

Order Start Date
The Order Start Date is defined as follows:

<table>
<thead>
<tr>
<th>Items Ordered</th>
<th>Order Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services Orders</td>
<td>Date of last signature on the Order Form</td>
</tr>
<tr>
<td>Software Licenses, Subscriptions, Maintenance and Hosting (New)</td>
<td>The earlier of a) date of delivery** of software or log-in to hosted software to Customer or b) 60 days after last signature on the Order Form</td>
</tr>
<tr>
<td>Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)</td>
<td>The day after expiration of your last order of the same product</td>
</tr>
</tbody>
</table>

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.
Order Duration

The Order Duration is defined as follows:

- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- Subscriptions, Maintenance, Hosting and Support (“Recurring Services”) continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days’ before the end of the Order Term.
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year’s Subscription Service fees ("Standard Annual Price Increase").

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

<table>
<thead>
<tr>
<th>Items Ordered</th>
<th>Invoice Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services Orders</td>
<td>Monthly for services in the prior month</td>
</tr>
<tr>
<td>Software Licenses and Hardware</td>
<td>Customer signature on Order Form</td>
</tr>
<tr>
<td>Subscriptions, Maintenance and Hosting (New)</td>
<td>Customer signature on Order Form</td>
</tr>
<tr>
<td>Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)</td>
<td>60 days in advance of the Order Start Date</td>
</tr>
<tr>
<td>CivicPay Transactions</td>
<td>Monthly for transactions in the prior month</td>
</tr>
</tbody>
</table>

Payment Terms

<table>
<thead>
<tr>
<th>Currency</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Terms</td>
<td>Net 30</td>
</tr>
<tr>
<td>Billing Contact</td>
<td>Paul Hoye</td>
</tr>
<tr>
<td>Billing Email</td>
<td><a href="mailto:phoye@fairmont.org">phoye@fairmont.org</a></td>
</tr>
</tbody>
</table>

If Customer requires PO number on invoices, it must be provided to the right and Customer must provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
PO# (If required):
As Buyer, by signing you agree to the terms and conditions as set forth in this agreement.

Agency Representative

BUYER SIGNATURE
BUYER SIGNATURE DATE

As Seller, by signing you agree to the terms and conditions as set forth in this agreement.

Springbrook Representative

SELLER SIGNATURE
SELLER SIGNATURE DATE
MEETING DATE: October 12, 2020

SUBJECT: Purchase Agreement for Land Sale to Dick Gerhardt

REVIEWED BY: Cathy Reynolds, City Administrator

SUBJECT INITIATION BY:

<table>
<thead>
<tr>
<th>Petition</th>
<th>Board</th>
<th>X</th>
<th>Staff</th>
<th>Council</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
</table>

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:

<table>
<thead>
<tr>
<th>X</th>
<th>Motion (Voice Vote)</th>
<th>Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ordinance 1st Reading (Introduction only)</td>
<td>Set Public Hearing (Motion)</td>
<td>Information Only</td>
</tr>
<tr>
<td></td>
<td>Ordinance 2nd Reading (Roll call)</td>
<td>Hold Public Hearing (Motion to close)</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION BY:

<table>
<thead>
<tr>
<th>X</th>
<th>City Staff</th>
<th>Board</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Issuance</td>
<td>X</td>
<td>Approval</td>
<td>Authorization</td>
</tr>
<tr>
<td></td>
<td>Denial</td>
<td></td>
<td>Rejection</td>
<td>No action needed</td>
</tr>
</tbody>
</table>

STATEMENT: As part of the Dutch Creek water quality projects City staff has negotiated a purchase agreement with Dick Gerhardt to sell the existing 35 acres the City owns back to him as the adjacent property owner. A map of the parcel to be sold is attached. This purchase agreement is tied to and contingent upon the agreement for the City to purchase 36.81 acres from Dick and Sarah Gerhardt. Staff is recommending approval.

MOTION: To authorize the Mayor and City Clerk to sign the purchase agreement to sell 35 acres to Dick Gerhardt.

VOTE REQUIRED: Simple majority

ATTACHMENTS:
1. Minnesota vacant land purchase agreement – sale to Dick Gerhardt
2. Map of lot to be sold

*************************************************************************************************

Council Action:__________________________________________ Date:____________
MINNESOTA VACANT LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on **September, 2020**, by and between **City of Fairmont, a Minnesota municipal corporation,** "Seller," and **Dick Gerhardt,** "Buyer."

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell **35.0 acres, more or less, located in Government Lots 7, 8, 9 and 10, Section 19, Township 102 North, Range 30 West, Martin County, Minnesota, Tax Parcel #23-037-0835, and legally described on the attached Exhibit “A.”

3. **ACCEPTANCE DEADLINE.** The acceptance date of this Purchase Agreement is the date delivered by the last party signing to the other party. this offer to purchase, unless accepted sooner, shall be void at 11:50 A.M. ________________, 20__, and in such event all earnest money shall be returned to Buyer.

4. **PRICE AND TERMS.** The price for the real property is as follows:

   One and no/100------------------ Dollars ($1.00) which Buyer shall pay as follows:

   Earnest money of $ __0__ by Check, payable to (select one):

   □ Seller, to be deposited and held by Seller (and may be commingled with Seller's other funds) pending closing.
   □ Seller's lawyer, to be deposited and held in the lawyer's trust account pending closing.
   □ Seller's broker, to be deposited or held by broker according to the requirements of Minnesota Statutes.
   □ Other: _______________________________________________________________________

   receipt of which is hereby acknowledged, and $1.00, on or before ____________, the date of closing.

5. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a **Warranty** Deed, if any, conveying marketable title subject to:

   (A) Building and zoning laws, ordinances, state and federal regulations;
   (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
   (C) Reservation of any mineral rights by the State of Minnesota;
   (D) Utility and drainage easements which do not interfere with existing improvements;
   (E) Rights of tenants as follows (unless specified, not subject to tenancies):
   (F) Others (Must be specified in writing): ________________________________

1

35
6. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS:

A. Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of closing, together with penalty, interest and costs, shall be paid by Seller not later than the actual date of closing.

B. Real Estate Taxes Payable in the Year of Closing. Real estate taxes payable in the year of closing shall [select from (1) or (2):]

☒ (1) Be prorated between Seller and Buyer [select (a) or (b)];
   ☒ (a) On a calendar year basis to the actual date of closing.
   ☐ (b) As follows: Seller: _____%; Buyer: _____% adjusted between Seller and Buyer at closing, and paid to the County at closing if then due and Buyer shall assume installments not paid at closing.

☐ (2) Not be prorated and the entire year's taxes shall be [select (a) or (b)];
   ☐ (a) Paid by Seller when due, but not later than closing.
   ☐ (b) Assumed by Buyer, to be paid when due and not later than closing if due prior to closing, and Buyer shall reimburse Seller at closing for any installments paid by Seller prior to closing.

Seller shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable in the year of closing. If closing is delayed to a later year, real estate taxes payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing.

C. Property Classification. Seller warrants that the property described on Exhibit "A" attached to this Purchase Agreement consists of 35.0 acres, more or less, and is currently classified as agricultural non-homestead.
D. **Deferred Real Estate Taxes.** [select one] ☒ Buyer ☐ SELLER shall pay on date of closing or provide for payment of any deferred real estate taxes (including Green Acres taxes under Minnesota Statutes Section 273.111) payment of which is required as a result of the closing of this sale or the recording of the Deed or Contract for Deed. Provision for payment shall be payment into escrow of 1.5 times the estimated amount of the assessor's reassessment for deferred taxes.

E. **Certified Special Assessments.** All installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing shall be [select one]:

☒ Prorated between Seller and Buyer on a calendar year basis to the actual date of closing, adjusted at closing, and unless otherwise provided in this Purchase Agreement, shall be paid at closing.

☐ Paid by Buyer at closing.

☐ Paid by Seller at closing.

☐ Assumed by Buyer.

F. **Pending Special Assessments.** [select one]

☒ BUYER SHALL ASSUME PAYMENT OF ☐ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by the City Council or other governmental assessing authorities. (Seller's provision for payment shall be payment into escrow of 1.5 times the estimated amount of the assessments.) As of the date of this Purchase Agreement, Seller represents that Seller has not received a Notice of Hearing of a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the real property. If a special assessment becomes pending after the date of this Purchase Agreement and before the Date of Closing, Buyer may, at Buyer's option:

1. Assume payment of the pending special assessment without adjustment to the purchase price of the real property; or,

2. Require Seller to pay the pending special assessment (or escrow for payment of same as provided above) and Buyer shall pay a commensurate increase in the purchase price of the real property, which increase shall be the same as the estimated amount of the assessment; or,

3. Rescind this Agreement, in which case all earnest money shall be refunded to Buyer.
G. Deferred Special Assessments. [select one]

☐ BUYER
☒ SELLER

shall pay on date of closing or provide for payment of any deferred special assessments payment of which is required as a result of the closing of this sale or the recording of the Deed or Contract for Deed. Provision for payment shall be payment into escrow of 1.5 times the estimated amount of the deferred special assessments.

H. All Other Levied Special Assessments. [select one]

☒ BUYER SHALL ASSUME PAYMENT OF
☐ SELLER SHALL PAY ON DATE OF CLOSING

all other special assessments levied as of the date of this Purchase Agreement, except deferred special assessments, as provided in Paragraph 6G above.

I. Taxes and Special Assessments in the Years Following Closing. Buyer shall pay real estate taxes payable in the years following closing and special assessments payable therewith, the payment of which is not otherwise provided herein. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

7. DAMAGES TO REAL PROPERTY. Until completion of closing and delivery of possession, all risk of loss is on Seller. If the real property is damaged prior to closing, Seller shall give notice to Buyer within 3 business days after such damage has occurred. The notice shall include Seller's proposal for repairing the damage. From the date that Buyer receives Seller's notice, Buyer shall have 3 business days to inspect the real property, and an additional 2 business days to determine if the damages and Seller's proposal for repairs are acceptable to Buyer. If Buyer does not accept Seller's proposals for repair within the 2 day period, this Agreement is cancelled and the earnest money shall be refunded to Buyer.

8. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. Seller warrants that buildings on adjoining real property, if any, are entirely outside of the boundary lines of the property. Seller warrants that there is a right of access to the property from a public right of way. Seller warrants that prior to the closing date payment in full will have been made for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing date in connection with construction, alteration or repair of any structure on or improvement to the property. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. Seller warrants that the real property
is not subject to a lien for Medical Assistance or other public assistance. These warranties shall survive the delivery of the deed or contract for deed.

9. **CONDITION OF THE REAL PROPERTY:**

A. Seller shall remove all debris, trash, rubbish, garbage, rubble, and yard waste from the land before the possession date.

B. **HAZARDOUS SUBSTANCES, PETROLEUM PRODUCTS, AND UNDERGROUND STORAGE TANKS.** To the best of Seller's knowledge no hazardous substances or petroleum products have been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property at any time, except as follows:

C. **WETLANDS, FLOOD PLAIN, AND SHORELAND.** Seller knows of no wetlands, flood plain or shoreland on or affecting the property, except as follows: Dutch Creek and tributaries

D. **PROTECTED SITES.** Seller has no knowledge that the property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials, or archeological sites), except as follows:

E. **DISEASED TREES.** Seller has not received any notice from any governmental authority as to the existence of, and Seller has no knowledge of any Dutch elm disease, oak wilt or other disease of any tress on the real property.

F. **BUYER'S INSPECTION.** Buyer shall have the right to have inspections of the property conducted prior to closing.
G.  METHAMPHETAMINE DISCLOSURE: [check only one box, (1) or (2)]

☒ (1)  To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

☐ (2)  To the best of Seller's knowledge, methamphetamine production has occurred on the Property and Seller's disclosure is continued in Part B, METHAMPHETAMINE DISCLOSURE STATEMENT, M.S.B.A. Real Property Form No. 22 (2005), included as an addendum to this Purchase Agreement.

H.  NOTICE OF AIRPORT ZONING REGULATIONS.  If airport zoning regulations affect this real property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the Office of the City Clerk where the zoned area is located.

I.  WARRANTIES SURVIVE CLOSING.  Seller's warranties and representations contained in this Purchase Agreement shall survive the delivery of the Deed or Contract for Deed.

NOTICE REGARDING PREDATORY OFFENDERS: Information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency or by contacting the Minnesota Department of Corrections at 651-361-7200 or at http://www.doc.state.mn.us

10.  DISCLOSURE OF NOTICES.  Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Seller has not received any notice from any governmental authority concerning any eminent domain, condemnation, special taxing district, or rezoning proceedings. Any notices received by seller will be provided to Buyer immediately. Seller's representations contained in this Paragraph, shall survive the delivery of the Deed or Contract for Deed.

11.  ACCESS PRIOR TO CLOSING.  By this Purchase Agreement, Buyer does not acquire any right of possession of the property nor does Buyer acquire any right of entry, license, or easement. Seller will consent to a case-by-case right of entry for Buyer and/or Buyer's agents, surveyors, engineers, and site evaluators for testing, measuring and evaluating purposes provided that the following conditions are met:

A.  There shall be no crop or tree damage.
B.  There shall be no excavating or earth-moving and no tree removal.
C. Buyer's independent contractors (surveyors, engineers, and site evaluators, etc.) shall prior to entry on the land, deliver to Seller proof of independent contract with Buyer and a waiver of lien rights in a form satisfactory to Seller.

Buyer shall indemnify and hold Seller harmless from any and all liens, claims, liabilities or charges incurred or caused by Buyer's contracts with surveyors, engineers, and site evaluators, which indemnity shall include any lawyer's fees, costs or disbursements incurred by Seller in any defense thereof.

12. POSSESSION. Seller shall deliver possession of the property not later than the date of closing.

13. EXAMINATION OF TITLE. Buyer shall obtain the title services necessary or desirable by Buyer, including but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney’s title opinion at Buyer’s selection and cost and provide a copy to Seller. Seller shall use Seller’s best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the following: In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

If title is marketable or is corrected as provided herein, and Buyer defaults in any of the agreements herein, Seller may terminate this Purchase Agreement and payments made hereunder may be retained by Seller. This provision shall not deprive either Buyer or Seller of the right to recover damages for a breach of this Agreement or of the right of specific performance of this Agreement, provided this Purchase Agreement is not terminated, and further provided, as to specific performance, such action is commenced within six months after such right of action arises.

If title is marketable or is corrected as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law, (1) seek damages from Seller including costs and reasonable lawyer's fees (2) seek specific performance within six months after such right of action arises, including costs and reasonable lawyer's fees; or (3) cancel this Purchase Agreement pursuant to Minnesota Statute Section 559.217, Subd. 3 (allowing Seller a 15 day right to cure) and neither party shall be liable for damages hereunto to the other, and the earnest money shall be refunded to Buyer.
14. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the parties at the following addresses:

**AS TO SELLER:**

City of Fairmont  
c/o Smith, Tollefson, Rahrick & Cass  
P.O. Box 271  
Owatonna, MN 55060

**AS TO BUYER:**

Dick Gerhardt  
1385 West Lair Road  
Fairmont, MN 56031

15. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

16. **WELL DISCLOSURE STATEMENT.**

☒ Seller certifies that Seller does not know of any wells on the Property described on Exhibit "A" attached hereto.

☐ Wells on the property described on Exhibit "A" hereto shall be disclosed by Seller as required by Minnesota Statutes § 103I.235.

17. **PRIVATE SEWER DISCLOSURE.**

☒ Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property described on Exhibit "A" attached hereto.

☐ Individual on-site sewage treatment systems on the property described on Exhibit "A" hereto are disclosed by Seller on the attached Disclosure form.
18. **CLOSING.** Closing shall be at the office of Seller's lawyer, Buyer's lawyer, or at some other mutually agreeable location.

[State other location: ________________________________]

At closing, Seller and Buyer shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purpose of completing state and federal tax forms.

**CLOSING COSTS.** The costs of closing, if not determined by other provisions of this Agreement, shall be paid as follows:

A. **SELLER'S COSTS.** Seller shall pay the following at closing:
   1. Document preparation costs, recording fees, and deed taxes for documents necessary to establish good and marketable title in Seller.
   2. Document preparation costs, certified copy fees, and recording fees to establish the authority of the person acting on behalf of Seller.
   3. Document preparation costs for Seller's deed or contract for deed, Certificate of Real Estate Value, Seller's affidavit, Well Disclosure Certificate (if required), and any other documents necessary to transfer good and marketable title by Seller's deed or contract for deed.
   4. Deed tax on Seller's deed and the Agricultural Conservation deed tax charged under Minnesota Statutes Section 40A.152.
   5. Fees payable to Seller's lawyer or to a closer ["title closer"] for conducting the title-transfer portion of the closing. If Seller is not providing a lawyer or title closer for the title-transfer portion of the closing and if Buyer is obtaining new mortgage financing and the closer's fee is not separated into a "title closing fee" and a "loan closing fee", then Seller shall pay one half of the closer's fee or $______, whichever amount is less.
   6. And also the following costs:

B. **BUYER'S COSTS.** Buyer shall pay the following at closing.
   1. Document preparation costs, recording fees, and mortgage registry taxes for documents necessary for Buyer's mortgage financing.
   2. Document filing fee for a Well Disclosure Certificate, if applicable.
   3. The Agricultural Conservation deed tax on Buyer's mortgage deed charged under Minnesota Statutes Section 40A.152.
   4. Loan closer's fee.
   5. Recording fee for Deed, Contract for Deed, or other instrument of conveyance where Buyer is the Grantee.
6. And also the following costs:

   


19. ADDITIONAL TERMS.

   A. This sale is contingent upon the City of Fairmont’s successful purchase of 36.81 acres of land from Dick Gerhardt according to a separate Minnesota Vacant Land Purchase Agreement. Both closings to occur simultaneously.

   B. Buyer shall terminate all terms and conditions of that certain Option for RePurchase dated January 31, 2000, recorded May 8, 2003, as Document No. 2003R-365108, and that certain Option to Purchase Real Property dated May 20, 2003, recorded June 20, 2003, as Document No. 2003R-366153. Buyer shall execute such documents as required by Seller to accomplish said termination of all terms and conditions.

   C. Buyer shall install new fencing on Buyer’s property in the areas in which Dutch Creek flows between Seller’s property and the property being purchased by Buyer described herein to ensure that cattle do not enter Dutch Creek in those areas, save and except for one 40-foot wide access to Dutch Creek. Buyer shall take such additional actions as are necessary to prevent cattle from entering Seller’s property on the southwest border of Dutch Creek. The requirements contained herein shall survive this Purchase Agreement and shall be binding on Buyer and Buyer’s successors and assigns. The parties shall take such actions as are necessary to record these conditions.

   D. Buyer shall maintain a fifty (50) foot vegetated buffer on Buyer’s property in the areas in which Dutch Creek flows between Seller’s property and the property being purchased by Buyer described herein in compliance with Minnesota law. The requirements contained herein shall survive this Purchase Agreement and shall be binding upon Buyer and Buyer’s successors and assigns. The parties shall take such actions as are necessary to record these conditions. The parties understand that under current Minnesota law, cattle grazing is allowed on the buffer strip.

20. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Purchase Agreement.

21. ENTIRE AGREEMENT: This Purchase Agreement, any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire Agreement between Seller and Buyer, and supercedes any other written or oral agreements between
Seller and Buyer. This Purchase Agreement can be modified only in writing signed by Seller and Buyer.

22. **MULTIPLE ORIGINALS.** Seller and Buyer have signed ____________ originals of this Purchase Agreement.

I agree to sell the property for the price and terms and conditions set forth above.  

I agree to purchase the property for the price and terms and conditions set forth above.

CITY OF FAIRMONT

By: ____________________________  
   Printed Name: ___________________  
   Its: ____________________________
   Dick Gerhardt

By: ____________________________  
   Printed Name: ___________________  
   Its: ____________________________
EXHIBIT “A”

That part of Government Lots Seven (7), Eight (8), Nine (9) and Ten (10) of Section Nineteen (19), Township One Hundred Two (102) North, Range Thirty (30) West, City of Fairmont, Martin County, Minnesota, described as follows:

Commencing at the west quarter corner of said Section Nineteen (19); thence on an assumed bearing of South 0 degrees 47 minutes 52 seconds West, along the West line of said Section, a distance of 419.29 feet; thence South 88 degrees 22 minutes East a distance of 346.00 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence North 1 degree 38 minutes East a distance of 900.00 feet to an iron monument; thence South 88 degrees 22 minutes East a distance of 553.96 feet to an iron monument; thence North 59 degrees 29 minutes East a distance of 242.76 feet to an iron monument; thence South 46 degrees 40 minutes East a distance of 251.73 feet to an iron monument; thence North 89 degrees 52 minutes East a distance of 625.45 feet to an iron monument; thence South 1 degree 38 minutes West a distance of 450.12 feet to an iron monument; thence South 54 degrees 07 minutes East a distance of 400.92 feet to an iron monument; thence South 1 degree 38 minutes West a distance of 205.24 feet to an iron monument; thence North 88 degrees 22 minutes West a distance of 1,904.00 feet to the point of beginning, containing 35.00 acres, subject to easements now of record in said County and State.
Meeting Date: October 12, 2020

Subject: Purchase Agreement for Land Purchase from Dick and Sarah Gerhardt

Reviewed By: Cathy Reynolds, City Administrator

Subject Initiation By:

Petition Board X Staff Council Commission 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:

<table>
<thead>
<tr>
<th>X</th>
<th>Motion (Voice Vote)</th>
<th>Resolution</th>
<th>Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ordinance 1st Reading (Introduction only)</td>
<td>Set Public Hearing (Motion)</td>
<td>Information Only</td>
</tr>
<tr>
<td></td>
<td>Ordinance 2nd Reading (Roll call)</td>
<td>Hold Public Hearing (Motion to close)</td>
<td></td>
</tr>
</tbody>
</table>

Recommended Action By:

<table>
<thead>
<tr>
<th>X</th>
<th>City Staff</th>
<th>Board</th>
<th>Commission</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Issuance</td>
<td>X Approval</td>
<td>Authorization</td>
<td>No recommendation</td>
</tr>
<tr>
<td></td>
<td>Denial</td>
<td>Rejection</td>
<td>No action needed</td>
<td></td>
</tr>
</tbody>
</table>

Statement: As part of the Dutch Creek water quality projects City staff has negotiated a purchase agreement with Dick Gerhardt to purchase 36.81 acres from Dick and Sarah Gerhard. A concept map of the Dutch Creek water quality project is attached. This purchase agreement is tied to and contingent upon the agreement for the City to sell the existing 35 acres to Dick Gerhardt. City staff is recommending approval.

Motion: To authorize the Mayor and City Clerk to sign the purchase agreement to purchase 36.81 acres from Dick and Sarah Gerhardt.

Vote Required: Simple majority

Attachments:
1. Minnesota vacant land purchase agreement – purchase from Dick and Sarah Gerhardt
2. Habitat Restoration concept plan

**************************************************************************
Council Action: ___________________________ Date: __________
MINNESOTA VACANT LAND PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement is made on September 2020, by and between Dick Gerhardt and Sarah Gerhardt, married persons, "Seller," and City of Fairmont, a Minnesota municipal corporation, "Buyer."

2. OFFER/ACCEPTANCE. Buyer offers to purchase and Seller agrees to sell 36.81 acres, more or less, located in Government Lots 7, 8, 9 and 10, Section 19, Township 102 North, Range 30 West, Martin County, Minnesota, to be split from Tax Parcels #23-037-0830 and #23-037-0835, and legally described on the attached Exhibit “A.”

3. ACCEPTANCE DEADLINE. The acceptance date of this Purchase Agreement is the date delivered by the last party signing to the other party. this offer to purchase, unless accepted sooner, shall be void at 11:50 A.M. ________________, 20__, and in such event all earnest money shall be returned to Buyer.

4. PRICE AND TERMS. The price for the real property is as follows:

Two Hundred Thirty Thousand and no/100 Dollars ($230,000.00) which Buyer shall pay as follows:

Earnest money of $ -0- by Check, payable to (select one):

☐ Seller, to be deposited and held by Seller (and may be commingled with Seller's other funds) pending closing.
☐ Seller's lawyer, to be deposited and held in the lawyer's trust account pending closing.
☐ Seller's broker, to be deposited or held by broker according to the requirements of Minnesota Statutes.
☐ Other: ________________________________________________

receipt of which is hereby acknowledged, and $230,000.00, on or before ______________, the date of closing.

5. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a Warranty Deed, if any, conveying marketable title subject to:

(A) Building and zoning laws, ordinances, state and federal regulations;
(B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
(C) Reservation of any mineral rights by the State of Minnesota;
(D) Utility and drainage easements which do not interfere with existing improvements;
(E) Rights of tenants as follows (unless specified, not subject to tenancies):

(F) Others (Must be specified in writing): ________________________________
6. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS:

A. Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of closing, together with penalty, interest and costs, shall be paid by Seller not later than the actual date of closing.

B. Real Estate Taxes Payable in the Year of Closing. Real estate taxes payable in the year of closing shall [select from (1) or (2):

☒ (1) Be prorated between Seller and Buyer [select (a) or (b)];
☐ (a) On a calendar year basis to the actual date of closing.
☒ (b) As follows: Seller: _____%; Buyer: _____% adjusted between Seller and Buyer at closing, and paid to the County at closing if then due and Buyer shall assume installments not paid at closing.
☐ (2) Not be prorated and the entire year's taxes shall be [select (a) or (b)];
☐ (a) Paid by Seller when due, but not later than closing.
☐ (b) Assumed by Buyer, to be paid when due and not later than closing if due prior to closing, and Buyer shall reimburse Seller at closing for any installments paid by Seller prior to closing.

Seller shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable in the year of closing. If closing is delayed to a later year, real estate taxes payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing.

C. Property Classification. Seller warrants that the property described on Exhibit "A" attached to this Purchase Agreement consists of 36.81 acres, more or less, and is currently classified as agricultural homestead.
D. **Deferred Real Estate Taxes.** [select one] ☐ Buyer ☒ SELLER shall pay on date of closing or provide for payment of any deferred real estate taxes (including Green Acres taxes under Minnesota Statutes Section 273.111) payment of which is required as a result of the closing of this sale or the recording of the Deed or Contract for Deed. Provision for payment shall be payment into escrow of 1.5 times the estimated amount of the assessor's reassessment for deferred taxes.

E. **Certified Special Assessments.** All installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing shall be [select one]:

- ☒ Prorated between Seller and Buyer on a calendar year basis to the actual date of closing, adjusted at closing, and unless otherwise provided in this Purchase Agreement, shall be paid at closing.
- ☐ Paid by Buyer at closing.
- ☐ Paid by Seller at closing.
- ☐ Assumed by Buyer.

F. **Pending Special Assessments.** [select one]

- ☒ BUYER SHALL ASSUME PAYMENT OF ☐ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by the City Council or other governmental assessing authorities. (Seller's provision for payment shall be payment into escrow of 1.5 times the estimated amount of the assessments.) As of the date of this Purchase Agreement, Seller represents that Seller has not received a Notice of Hearing of a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the real property. If a special assessment becomes pending after the date of this Purchase Agreement and before the Date of Closing, Buyer may, at Buyer's option:

  1. Assume payment of the pending special assessment without adjustment to the purchase price of the real property; or,
  2. Require Seller to pay the pending special assessment (or escrow for payment of same as provided above) and Buyer shall pay a commensurate increase in the purchase price of the real property, which increase shall be the same as the estimated amount of the assessment; or,
  3. Rescind this Agreement, in which case all earnest money shall be refunded to Buyer.
G. **Deferred Special Assessments.** [select one]

☐ BUYER  ☒ SELLER

shall pay on date of closing or provide for payment of any deferred special assessments payment of which is required as a result of the closing of this sale or the recording of the Deed or Contract for Deed. Provision for payment shall be payment into escrow of 1.5 times the estimated amount of the deferred special assessments.

H. **All Other Levied Special Assessments.** [select one]

☒ BUYER SHALL ASSUME PAYMENT OF

☐ SELLER SHALL PAY ON DATE OF CLOSING

all other special assessments levied as of the date of this Purchase Agreement, except deferred special assessments, as provided in Paragraph 6G above.

I. **Taxes and Special Assessments in the Years Following Closing.** Buyer shall pay real estate taxes payable in the years following closing and special assessments payable therewith, the payment of which is not otherwise provided herein. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

7. **DAMAGES TO REAL PROPERTY.** Until completion of closing and delivery of possession, all risk of loss is on Seller. If the real property is damaged prior to closing, Seller shall give notice to Buyer within 3 business days after such damage has occurred. The notice shall include Seller's proposal for repairing the damage. From the date that Buyer receives Seller's notice, Buyer shall have 3 business days to inspect the real property, and an additional 2 business days to determine if the damages and Seller's proposal for repairs are acceptable to Buyer. If Buyer does not accept Seller's proposals for repair within the 2 day period, this Agreement is cancelled and the earnest money shall be refunded to Buyer.

8. **SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that buildings on adjoining real property, if any, are entirely outside of the boundary lines of the property. Seller warrants that there is a right of access to the property from a public right of way. Seller warrants that prior to the closing date payment in full will have been made for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing date in connection with construction, alteration or repair of any structure on or improvement to the property. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. Seller warrants that the real property
is not subject to a lien for Medical Assistance or other public assistance. These warranties shall survive the delivery of the deed or contract for deed.

9. **CONDITION OF THE REAL PROPERTY:**

A. Seller shall remove all debris, trash, rubbish, garbage, rubble, and yard waste from the land before the possession date.

B. **HAZARDOUS SUBSTANCES, PETROLEUM PRODUCTS, AND UNDERGROUND STORAGE TANKS.** To the best of Seller's knowledge no hazardous substances or petroleum products have been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property at any time, except as follows:

C. **WETLANDS, FLOOD PLAIN, AND SHORELAND.** Seller knows of no wetlands, flood plain or shoreland on or affecting the property, except as follows: Dutch Creek and tributaries

D. **PROTECTED SITES.** Seller has no knowledge that the property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials, or archeological sites), except as follows:

E. **DISEASED TREES.** Seller has not received any notice from any governmental authority as to the existence of, and Seller has no knowledge of any Dutch elm disease, oak wilt or other disease of any tress on the real property.

F. **BUYER'S INSPECTION.** Buyer shall have the right to have inspections of the property conducted prior to closing.
G. METHAMPHETAMINE DISCLOSURE: [check only one box, (1) or (2)]

☒ (1) To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

☐ (2) To the best of Seller's knowledge, methamphetamine production has occurred on the Property and Seller's disclosure is continued in Part B, METHAMPHETAMINE DISCLOSURE STATEMENT, M.S.B.A. Real Property Form No. 22 (2005), included as an addendum to this Purchase Agreement.

H. NOTICE OF AIRPORT ZONING REGULATIONS. If airport zoning regulations affect this real property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the Office of the City Clerk where the zoned area is located.

I. WARRANTIES SURVIVE CLOSING. Seller's warranties and representations contained in this Purchase Agreement shall survive the delivery of the Deed or Contract for Deed.

NOTICE REGARDING PREDATORY OFFENDERS: Information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency or by contacting the Minnesota Department of Corrections at 651-361-7200 or at http://www.doc.state.mn.us

10. DISCLOSURE OF NOTICES. Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Seller has not received any notice from any governmental authority concerning any eminent domain, condemnation, special taxing district, or rezoning proceedings. Any notices received by seller will be provided to Buyer immediately. Seller's representations contained in this Paragraph, shall survive the delivery of the Deed or Contract for Deed.

11. ACCESS PRIOR TO CLOSING. By this Purchase Agreement, Buyer does not acquire any right of possession of the property nor does Buyer acquire any right of entry, license, or easement. Seller will consent to a case-by-case right of entry for Buyer and/or Buyer's agents, surveyors, engineers, and site evaluators for testing, measuring and evaluating purposes provided that the following conditions are met:

A. There shall be no crop or tree damage.
B. There shall be no excavating or earth-moving and no tree removal.
C. Buyer's independent contractors (surveyors, engineers, and site evaluators, etc.) shall prior to entry on the land, deliver to Seller proof of independent contract with Buyer and a waiver of lien rights in a form satisfactory to Seller.

Buyer shall indemnify and hold Seller harmless from any and all liens, claims, liabilities or charges incurred or caused by Buyer's contracts with surveyors, engineers, and site evaluators, which indemnity shall include any lawyer's fees, costs or disbursements incurred by Seller in any defense thereof.

12. **POSSession.** Seller shall deliver possession of the property not later than the date of closing.

13. **EXAMINATION OF TITLE.** Buyer shall obtain the title services necessary or desirable by Buyer, including but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney’s title opinion at Buyer’s selection and cost and provide a copy to Seller. Seller shall use Seller’s best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the following: In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

If title is marketable or is corrected as provided herein, and Buyer defaults in any of the agreements herein, Seller may terminate this Purchase Agreement and payments made hereunder may be retained by Seller. This provision shall not deprive either Buyer or Seller of the right to recover damages for a breach of this Agreement or of the right of specific performance of this Agreement, provided this Purchase Agreement is not terminated, and further provided, as to specific performance, such action is commenced within six months after such right of action arises.

If title is marketable or is corrected as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law, (1) seek damages from Seller including costs and reasonable lawyer's fees (2) seek specific performance within six months after such right of action arises, including costs and reasonable lawyer's fees; or (3) cancel this Purchase Agreement pursuant to Minnesota Statute Section 559.217, Subd. 3 (allowing Seller a 15 day right to cure) and neither party shall be liable for damages hereunto to the other, and the earnest money shall be refunded to Buyer.
14. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the parties at the following addresses:

**AS TO SELLER:**

Dick Gerhardt  
1385 West Lair Road  
Fairmont, MN 56031

**AS TO BUYER:**

City of Fairmont  
c/o Smith, Tollefson, Rahrick & Cass  
P.O. Box 271  
Owatonna, MN 55060

15. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

16. **WELL DISCLOSURE STATEMENT.**

☒ Seller certifies that Seller does not know of any wells on the Property described on Exhibit "A" attached hereto.

☐ Wells on the property described on Exhibit "A" hereto shall be disclosed by Seller as required by Minnesota Statutes § 103I.235.

17. **PRIVATE SEWER DISCLOSURE.**

☒ Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property described on Exhibit "A" attached hereto.

☐ Individual on-site sewage treatment systems on the property described on Exhibit "A" hereto are disclosed by Seller on the attached Disclosure form.
18. **CLOSING.** Closing shall be at the office of Seller's lawyer, Buyer's lawyer, or at some other mutually agreeable location.

(State other location: __________________________________________)

At closing, Seller and Buyer shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purpose of completing state and federal tax forms.

**CLOSING COSTS.** The costs of closing, if not determined by other provisions of this Agreement, shall be paid as follows:

A. **SELLER'S COSTS.** Seller shall pay the following at closing:

1. Document preparation costs, recording fees, and deed taxes for documents necessary to establish good and marketable title in Seller.
2. Document preparation costs, certified copy fees, and recording fees to establish the authority of the person acting on behalf of Seller.
3. Document preparation costs for Seller's deed or contract for deed, Certificate of Real Estate Value, Seller's affidavit, Well Disclosure Certificate (if required), and any other documents necessary to transfer good and marketable title by Seller's deed or contract for deed.
4. Deed tax on Seller's deed and the Agricultural Conservation deed tax charged under Minnesota Statutes Section 40A.152.
5. Fees payable to Seller's lawyer or to a closer ["title closer"] for conducting the title-transfer portion of the closing. If Seller is not providing a lawyer or title closer for the title-transfer portion of the closing and if Buyer is obtaining new mortgage financing and the closer's fee is not separated into a "title closing fee" and a "loan closing fee", then Seller shall pay one half of the closer's fee or $_____, whichever amount is less.
6. And also the following costs:

B. **BUYER'S COSTS.** Buyer shall pay the following at closing:

1. Document preparation costs, recording fees, and mortgage registry taxes for documents necessary for Buyer's mortgage financing.
2. Document filing fee for a Well Disclosure Certificate, if applicable.
3. The Agricultural Conservation deed tax on Buyer's mortgage deed charged under Minnesota Statutes Section 40A.152.
4. Loan closer's fee.
5. Recording fee for Deed, Contract for Deed, or other instrument of conveyance where Buyer is the Grantee.
6. And also the following costs:

19. ADDITIONAL TERMS.

A. This sale is contingent upon the City of Fairmont’s successful sale of 35.0 acres of land to Dick Gerhardt according to a separate Minnesota Vacant Land Purchase Agreement. Both closings to occur simultaneously.

B. Seller shall terminate all terms and conditions of that certain Option for RePurchase dated January 31, 2000, recorded May 8, 2003, as Document No. 2003R-365108, and that certain Option to Purchase Real Property dated May 20, 2003, recorded June 20, 2003, as Document No. 2003R-366153. Seller shall execute such documents as required by Seller to accomplish said termination of all terms and conditions.

C. Seller shall install new fencing on Seller’s property in the areas in which Dutch Creek flows between Seller’s property and the property being purchased by Buyer described herein to ensure that cattle do not enter Dutch Creek in those areas, save and except for one 40-foot wide access to Dutch Creek. Seller shall take such additional actions as are necessary to prevent cattle from entering Buyer’s property on the southwest border of Dutch Creek. The requirements contained herein shall survive this Purchase Agreement and shall be binding on Seller and Seller’s successors and assigns. The parties shall take such actions as are necessary to record these conditions.

D. Seller shall maintain a fifty (50) foot vegetated buffer on Seller’s property in the areas in which Dutch Creek flows between Seller’s property and the property being purchased by Buyer described herein in compliance with Minnesota law. The requirements contained herein shall survive this Purchase Agreement and shall be binding upon Seller and Seller’s successors and assigns. The parties understand that under current Minnesota law, cattle grazing is allowed on the buffer strip.

E. Seller shall grant to Buyer a 66-foot temporary construction access road easement across Seller’s property running from County Road 39 in an easterly direction in the location set out on the drawing attached hereto as Exhibit B for purposes of Buyer constructing a gravel access road. The temporary easement shall be for a period extending twelve (12) months after Buyer provides notice of substantial completion of its project, unless extended, which extension shall not be unreasonably withheld by Seller, and, during the easement period, Buyer shall be responsible for the maintenance and repair of the road. The road shall be constructed with at least eight (8) inches of Class
V aggregate base and shall have a minimum width of 24 feet. After the temporary easement period has expired, the road shall be a private road owned and maintained by Seller, and Buyer shall have no further obligations to maintain said road.

F. The parties agree that any groundwater discharged through existing underground drainage tile systems which may be located on Buyer’s property or which may outlet on Buyer’s property, including, but not limited to, an underground tile draining groundwater from Seller’s bin site bordering Buyer’s property on West side and shown on Exhibit B, shall be accommodated on Buyer’s project site to no lesser extent than is presently discharged through said drainage tile systems. In the event the bin site is further developed or expanded in the future, additional tile lines outletting on Buyer’s property may be constructed as necessary so long as said additional tile lines do not adversely affect Buyer’s use of the property being purchased herein, said determination to be made in Buyer’s sole discretion. All discharges of water into Buyer’s property shall be of no less quality than normal groundwater.

G. Notwithstanding the provisions of this Purchase Agreement, the parties acknowledge that a lot split of Parcel #230370830 will be necessary to complete Buyer’s purchase. The parties agree that Buyer’s obligation to pay real estate taxes on this purchase shall comprise 17.5% of the real estate taxes payable on Parcel #230370830 in 2020, prorated to the date of closing.

20. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Purchase Agreement.

21. ENTIRE AGREEMENT: This Purchase Agreement, any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire Agreement between Seller and Buyer, and supercedes any other written or oral agreements between Seller and Buyer. This Purchase Agreement can be modified only in writing signed by Seller and Buyer.

22. MULTIPLE ORIGINALS. Seller and Buyer have signed ____________ originals of this Purchase Agreement.
I agree to sell the property for the price and terms and conditions set forth above.

__________________________
Dick Gerhardt

__________________________
Sarah Gerhardt

I agree to purchase the property for the price and terms and conditions set forth above.

CITY OF FAIRMONT

By: __________________________
   Printed Name: ________________
   Its: __________________________

By: __________________________
   Printed Name: ________________
   Its: __________________________
EXHIBIT “A”

TRACT A

All that part of Government Lots 6, 7, 8, 9 and 10, Section 19, Township 102 North, Range 30 West of the 5th P.M., Martin County, Minnesota described as follows:

Beginning at the West Quarter corner of said Section 19; thence South 00 degrees 47 minutes 52 seconds West, along the west line of said Section 19, a distance of 535.96 feet; thence South 89 degrees 12 minutes 08 seconds East, a distance of 350.00 feet; thence North 00 degrees 47 minutes 52 seconds East, a distance of 147.94 feet; thence South 89 degrees 12 minutes 08 seconds East, a distance of 1033.74 feet, to the east line of said Government Lot 10; thence North 00 degrees 50 minutes 39 seconds East, along said east line, a distance of 381 feet, more or less, to the centerline Dutch Creek; thence meandering northerly, southwesterly and Northerly along the center of said Ditch Creek, a distance of 3695 feet, more or less, to the south line of a tract of land deeded to Michael M. and Joanne E. Bettin and recorded and described in the Office of the County Recorder in Document Number 310862; thence North 89 degrees 54 minutes 00 seconds West, along said south line, a distance of 596 feet, more or less, to the west line of said Section 19; thence South 00 degrees 27 minutes 25 seconds West, along said west line; a distance of 856.05 feet, to a point on said west line distant 918.15 feet north (as measured along said line) of the West Quarter corner of said Section 19; thence South 89 degrees 32 degrees 35 seconds West, a distance of 444.73 feet; thence South 01 degrees 38 minutes 00 seconds West, a distance of 141.33 feet; thence South 34 degrees 44 minutes 25 seconds West, a distance of 161.78 feet; thence North 89 degrees 32 minutes 35 seconds West, a distance of 267.88 feet, to the west line of said Section 19; thence South 00 degrees 27 minutes 25 seconds West, along said west line, a distance of 198.44 feet to the point of beginning.
HABITAT RESTORATION CONCEPT
CITY OF FAIRMONT

August 2020 - Prepared by Barr Engineering Co.