

FAIRMONT CITY COUNCIL AGENDA

Monday, August 14, 2023, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
 - 4.1 Presentation by Citizens 4 a Strong Fairmont (04)
5. **Mayor's Update** (05)
6. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (06)
7. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
 - A. **Minutes**
 - 7.A.1 Regular Meeting, July 24, 2023 (07)
 - B. **Check Registers**
 - C. **Other**
 - 7.C.1 BevComm Service Agreement (10)
 - 7.C.2 Board & Commission Appointment (18)
 - 7.C.3 Temporary On-Sale Liquor License for Fairmont Area Chamber of Commerce, September 28, 2023 (19)
 - 7.C.4 Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts, September 23, 2023 (21)
 - 7.C.5 Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts, November 4, 2023 (23)

- 7.C.6 Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts, December 8, 2023 (25)
- 7.C.7 Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts, February 10, 2024 (27)
- 7.C.8 Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts, May 11, 2024 (29)
- 7.C.9 Event Permit – Indulge, Adventure Bowls with Indulge, August 25, 2023 (31)
- 7.C.10 Event Permit – Early Childhood Initiative, Storybook Walk at Cedar Creek Park, August 18 – September 18, 2023 (35)
- 7.C.11 Event Permit – Fairmont Area Chamber of Commerce, Sip ‘N Shop, September 28, 2023 (38)
- 7.C.12 Event Permit – Fairmont Soccer Association, Scrimmage Fest, August 19, 2023 (41)
- 7.C.13 Event Permit – Ledyard Tractor Ride to Martin County Fair (44)

8. Public Hearings

9. Old Business

10. New Business

- 10.1 2710 Albion Avenue License Agreement (47)
- 10.2 700 Blue Earth Avenue License Agreement (61)
- 10.3 Special Deer Hunting Permission for Archery on Agricultural Transition Lands within the City Limits (75)
- 10.4 One Watershed One Plan Memorandum of Agreement and Committee Representative Designation (79)
- 10.5 2024A Bond Reimbursement (88)

11. Council Discussion

- 11.1 City Administrator, Interim City Administrator Search Update (91)

12. Staff/Liaison Reports

A. Public Works

B. Finance

12.B.1 June 30, 2023 Investment Report (92)

12.B.2 2nd Quarter Financial Report (97)

C. City Administrator

D. Mayor/Council

Hasek – PUC, BZA

Kawecki - Library

Lubenow – HRA

Maynard – Airport, FEDA

Miller – CER, FEDA, Visit Fairmont

13. Closed Session

13.1 Attorney-Client Privilege (99)

14. Adjournment



Fairmont City Council
August 14, 2023

Agenda Item: 4.1

From: City Administration
To: Mayor and City Council

Subject: Presentation by Citizens 4 a Strong Fairmont

Policy/Action Requested: Information Only

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation:

Overview: Richard Bradley representing Citizens 4 a Strong Fairmont will be giving a presentation entitled "What We Would Do Differently".

Budget Impact: N/A

Attachments: N/A

Council Action: _____ Date: _____



Fairmont City Council
August 14, 2023

Agenda Item: 5

From: Mayor Baarts
To: Mayor and City Council
Subject: Mayor's Update

Budget Impact: N/A

Attachments: N/A

Council Action: _____ Date: _____

C I T Y O F L A K E S



Fairmont City Council
August 14, 2023

Agenda Item: 6

From: City Administration
To: Mayor and City Council

Subject: Public Discussion/Comment

INDIVIDUAL COMMENTS ARE LIMITED TO 3 MINUTES

Overview: Prior to regular business, is there any public discussion/comment?

Budget Impact: N/A

Attachments: N/A

Council Action: _____ Date: _____



Fairmont City Council
August 14, 2023

Agenda Item: 7.A.1

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Council Minutes from Regular Meeting on July 24, 2023

Policy/Action Requested: To Approve City Council Minutes from July 24, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

Budget Impact: N/A

Attachments: City Council Minutes Regular Meeting, July 24, 2023

Council Action: _____ Date: _____

The minutes of the Fairmont City Council meeting held on Monday, July 24, 2023, at the City Hall Council Chambers.

Mayor Lee Baarts called the meeting to order at 5:30 p.m.

Council Members Wayne Hasek, Britney Kawecki, Jay Maynard and Michele Miller were present. Council Member Randy Lubenow was absent. Also in attendance: Director of Public Works/Utilities Matthew York, Police Chief Mike Hunter, Economic Development Coordinator Ned Koppen and City Attorney Cara Brown.

Mayor Baarts announced that agenda item 10.1 2710 Albion Avenue License Agreement and item 10.2 Interim City Administrator Update needs to be removed from the agenda.

Council Member Kawecki made a motion to pull agenda item 7.B.1 Accounts Payable July 2024 from the agenda. Council Member Hasek seconded the motion and the motion failed. Council Member Maynard made a motion to approve the agenda with the removal of agenda items 10.1 and 10.2. Council Member Hasek seconded the motion and the motion carried.

Koppen introduced John and Matt Siggerud from Emerald Fire, who gave a presentation on Emerald Fire and the plans they have for operations in Fairmont.

Mayor Baarts Shared that Visit Fairmont has some moveable structure signs to help promote Fairmont. They are currently being displayed at the Best Western property on Torgerson Drive. Mayor Baarts also gave a list of all events happening in Fairmont the next two weeks.

During Open Discussion, Jason Sorenson voiced his concerns about the effects of THC infused edibles and cannabis on our youth. Richard Detert addressed the council with concerns about Public Utilities policy changes. Rin Porter representing the Fairmont Human Rights Commission Planning Committee asked that the council please include a Human Rights Commission in the upcoming budget. She encouraged citizens to attend the Latin Festival scheduled for this weekend on Downtown Plaza. Garth Carlson with Carlson Walters Group advised the council that his attorneys have sent a data request to the city for possible future legal action.

Council Member Maynard made a motion to approve the consent agenda. Council Member Miller seconded the motion and the motion carried. Items on the consent agenda were: Minutes from the July 10, 2023 City Council meeting; July 2023 accounts payable; Event Permit for Fairmont Rotary to hold Rotary Beats & Brews Bash on September 16, 2023; Temporary On-Sale Liquor License for Rotary International; Event Permit for Fairmont Police Department to hold Fairmont Night Out on August 1, 2023; Temporary On-Sale Liquor License for St. John Vianney Church; Event Permit for the Cedar Creek Disc Golf Association to hold the Cedar Creek Open on August 10-23, 2023; and Purchase Order 14776 Library Roof Project.

Council Member Maynard made a motion to approve **Ordinance 2023-02** an Ordinance Amending Ordinance 2021-02 Establishing a Rural and Urban Service District Within the Municipal Limits of the City of Fairmont. Council Member Miller seconded the motion. After discussion, Council Member Maynard amended his motion to approve **Ordinance 2023-02** an Ordinance Amending Ordinance 2021-

02 Establishing a Rural and Urban Service District Within the Municipal Limits of the City of Fairmont with removing parcels 230370730 and 230371000. Council Member Miller accepted the amendment and seconded the motion. On roll call: Council Members Hasek, Kawecki, Maynard and Miller all voted aye. No one voted nay. Mayor Baarts declared said motion passed.

Mayor Baarts and Council Member Miller stated that the potential interim candidate pulled his application and the Mayor will send the council his email for their information. They also reported that GovHR has fourteen potential applicants for the city administrator position. Mayor Baarts will be contacting GovHR to find out the proposed timeline and process and will update the council when the information is received.

York reported that the overlay projects are ongoing.

Council Member Hasek reported that Bergan KDV, the city's auditors presented the annual report to the Public Utilities Commission.

Council Member Lubenow stated that the Park Board approved a pollinator garden to be placed at Amber Lake Park.

Council Member Maynard stated that there was no quorum at the Airport Board. The airport will be doing an aerial survey for obstruction removal of trees at the northern end of the main runway. The survey will be done this summer while the leaves are on the trees, and the removal will be done in the winter. The airport is currently working on a master plan with the FAA. Work on the terminal is to begin this week. The joints on the cross-wind runway are in need of repair. The Fly-in Breakfast was a success.

A motion was made by Council Member Hasek, seconded by Council Member Maynard and carried to adjourn the meeting at 6:43 p.m.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.1

From: Paul Hoyer, Finance Director
To: Mayor and City Council

Subject: BevComm Service Agreement

Policy/Action Requested:

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation: To approve the service agreement with BevComm.

Overview:

BevComm has been providing IT support to the City since 2013. Their annual contract is up for renewal, and they have offered a new 1 year service contract at a rate of \$6,450 per month. Staff is recommending the approval of the contract.

Budget Impact: The City’s Data Processing Fund (IT Fund) is an internal service fund that is funded 50% by the General Fund and 50% by the utility funds.

Attachments: BevComm Service Agreement

Council Action: _____ Date: _____



123 West 7th Street · Blue Earth, MN 56013
507-526-5156 · 1-877-864-5156
Fax 507-526-4963 · www.bevcomm.net

BEVCOMM, Inc.
PC/LAN Services
Customer Support Agreement

THIS AGREEMENT is entered into on this August 1st, 2023, by BEVCOMM, Inc., located at 123 W. 7th Street, Blue Earth, MN 56013, and City of Fairmont, located at 100 Downtown Plaza, Fairmont, MN 56031 and sets forth the terms and conditions under which BEVCOMM, Inc. shall provide computer related support services to Customer.

1. SUPPORT SERVICES PROVIDED.

- 1.1 BEVCOMM, Inc. agrees to provide computer related support services to Customer with respect to Customer's business at address above, subject to the terms and conditions set forth in this Agreement. The services to be provided by BEVCOMM, Inc. are those set forth in Exhibit "A," entitled "Services," attached hereto and incorporated herein by this reference. These Services may be modified and supplemented from time to time by BEVCOMM, Inc.
- 1.2 Support Services will be provided solely with respect to products set forth in Exhibit "A".
- 1.3 Services will be available and provided by BEVCOMM, Inc. at the times indicated on Exhibit "A," however, BEVCOMM, Inc. does not guarantee response time.
- 1.4 Customer agrees to identify and make available to BEVCOMM, Inc. at least one qualified Customer employee set forth on Exhibit "B" as administrative contact with authority to (i) act and make binding decisions on behalf of Customer; (ii) provide information and data with respect to the requested service; and (iii) advise BEVCOMM, Inc. of Customer's requirements.
- 1.5 Customer shall identify a primary and secondary contact in the space provided in Exhibit "B." The identified contacts shall serve as the sole contacts with access to BEVCOMM, Inc. support. It is the responsibility of the customer to notify BEVCOMM, Inc. of any changes in the primary and secondary contacts.

2. SERVICE FEES.

- 2.1 Upon execution of this Agreement, Customer shall pay the monthly service fee to BEVCOMM, Inc. for providing the services as listed in Exhibits "A," and "C".
- 2.2 Customer acknowledges and agrees that the service fees paid to BEVCOMM, Inc. do not include local, state or federal, use, excise, personal property or other similar taxes which are the responsibility of and shall be paid by customer.

3. TERM, RENEWAL AND TERMINATION.

- 3.1 The term of this Agreement shall be effective for 12 months, commencing on 8/1/2023, after acceptance by BEVCOMM, Inc. All fees must be routinely paid or services will not be rendered.
- 3.2 This Agreement shall be manually reviewed at the end of the Contract Effective Date unless terminated as hereinafter provided. Pricing and services rendered as described in Exhibits A and C shall not automatically renew, and BEVCOMM, Inc. shall give Customer thirty (30)

days written notice prior to the expiration of the original term of this agreement or any automatic renewal. Should BEVCOMM, Inc. fail to give Customer such notice, the pricing and services described in Exhibits A and C shall remain in effect for the entire term of any automatic renewal.

- 3.3 This Agreement may be terminated by BEVCOMM, Inc. upon any breach or default of Customer by giving thirty (30) days prior written notice to Customer. If BEVCOMM, Inc. elects to terminate the Agreement, BEVCOMM, Inc. shall refund applicable service fees on a pro-rated basis.
- 3.4 Notwithstanding 3.3 above, in the event Customer fails to make payment of amounts due to BEVCOMM, Inc. under this Agreements, BEVCOMM, Inc. shall have the right to terminate this Agreement by giving thirty (30) days written notice. All overdue payments shall bear interest at the rate of eighteen percent (18%) per annum, or the highest contractual rate permitted by applicable law, whichever is lower.
- 3.5 Customer may terminate this Agreement upon thirty (30) days advance written notice to BEVCOMM, Inc. Customer will be responsible for one half of the remaining monthly services fees as set forth by this agreement and, no refund shall be due to Customer or paid by BEVCOMM, Inc.
- 3.6 BEVCOMM, Inc. may terminate this Agreement upon sixty (60) days advance written notice to Customer for any reason. Customer shall be responsible for all monthly services fees contained in Exhibit A and for any fees for services performed as described in Exhibit C during said sixty (60) period.

4. LIMITATION OF REMEDIES.

- 4.1 BEVCOMM, Inc.'s entire liability and Customer's exclusive remedy for damages from any cause whatsoever, including, but not limited to, nonperformance, negligence or misrepresentation, and regardless of the form of action, shall be limited to the amount which has been paid to BEVCOMM, Inc. by Customer for BEVCOMM, Inc. performance hereunder. In no event will BEVCOMM, Inc. be liable for damages caused by Customer's negligence, or for special, incidental or consequential damages, lost profits, loss of use of equipment, loss of stored memory, cost of substitute equipment or other downtime costs, even if BEVCOMM, Inc. has been advised of the possibility of such damages, or for any claim against Customer by any other party. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one year after the claimed damaging act has occurred. SOME STATES HAVE LAWS WHICH ARE DIFFERENT FROM THOSE STATED HEREIN AND IN SUCH STATES, THE MINIMUM REQUIRED LIABILITY TERMS SHALL APPLY.

5. WARRANTIES.

- 5.1 ANY MATERIALS, SUPPLIES, PARTS AND OTHER PRODUCTS SUPPLIED OR PROVIDED BY BEVCOMM, INC. ARE PROVIDED ON AN "AS IS" BASIS. THE MANUFACTURERS OF SAID MATERIALS, SUPPLIES, PARTS AND OTHER PRODUCTS MAY PROVIDE WARRANTIES FOR THEIR PRODUCTS. WARRANTY QUESTIONS OR PROBLEMS WITH RESPECT TO SUCH MATERIALS, SUPPLIES, PARTS AND OTHER PRODUCTS SHOULD BE ADDRESSED TO THE MANUFACTURER. BEVCOMM, INC. DOES NOT WARRANT THAT ANY MATERIALS, SUPPLIES, PARTS OR OTHER PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OR USE OF ANY MATERIALS,

SUPPLIES, PARTS OR OTHER PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. BEVCOMM, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES HAVE LAWS WHICH ARE DIFFERENT FROM THOSE STATED HEREIN AND IN SUCH STATES, THE MINIMUM REQUIRED WARRANTY SHALL APPLY.

6. ASSIGNMENT.

6.1 This agreement is not assignable by Customer without the prior written consent of BEVCOMM, Inc. Any attempt by Customer to assign any rights, duties or obligations which arise under this Agreement without BEVCOMM, Inc.'s consent shall be void. BEVCOMM, Inc. expressly reserves the right to sub-contract, at BEVCOMM, Inc. expense, for the performance of any and all of the services to be provided hereunder. In such event, however, the rights and obligations of BEVCOMM, Inc. and Customer shall not be diminished.

7. PROPRIETY RIGHTS.

7.1 Any changes, additions or enhancements in the form of new or partial programs or documentation as may be provided to Customer by BEVCOMM, Inc. under this Agreement shall be and remain the proprietary exclusive property of BEVCOMM, Inc.

8. COST OF ENFORCEMENT.

8.1 In the event it becomes necessary for BEVCOMM, Inc. to institute any action at law and/or in equity against Customer to secure or protect its rights under this Agreement, BEVCOMM, Inc. shall be entitled to recover on any judgment entered therein in its favor such reasonable attorney's fees as may be allowed by the court, together with such costs and damages as provided by law.

9. JURISDICTION.

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and the parties hereto agree that any action relating to this Agreement shall be instituted and prosecuted in the federal or state courts of the State of Minnesota, and each party hereto waives any right to change of venue, and hereby submits to the jurisdiction of said courts.

10. FORCE MAJEURE.

10.1 Either party shall be excused for delay in the performance of any obligations hereunder, except the payment of fees required to be paid hereunder, when such delay is the result of or attributable to the elements, acts of God, governmental authority, delays in transportation or any other cause beyond their reasonable control.

11. GENERAL.

11.1 This Agreement contains the entire agreement of BEVCOMM, Inc. and Customer. No representations, inducements, promises, negotiations or agreements, oral or otherwise, not contained herein shall be of any force or effect. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations contained in any other Agreements between Customer and BEVCOMM, Inc. This Agreement shall not be effective until accepted by BEVCOMM, Inc. at its sole option, and service shall commence on a mutually agreed upon date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CUSTOMER

BEVCOMM, Inc.

By: _____

By: John L Kranz _____

Title: _____

Title: BSM _____

Company: _____

Date: 7/31/23 _____

Date: Special, Managed Services \$6450.00

EXHIBIT A

Services

12 Month Term

Partnership Plan – Managed Services

- **\$6450.00 per month**
- Custom plan for City of Fairmont MN
- Unlimited support (remote and on-site) for the equipment listed in Exhibit A each month excluding quoted projects
- BDR appliance
- *A BDR is a small appliance that resides in your IT room with your servers and other equipment. It automatically backs up your data and stores it offsite in the cloud. Backups are scheduled and happen at regular intervals throughout the day to ensure the BDR always has the most up-to-date data in the event of an emergency. It gives us the ability to get an office back up and running in as little as 30 minutes after a major hardware outage, natural disaster, or other emergency.*
- *The BDR is a replica of the server it's attached to, and can act as a backup server in the event the real server dies.*
- Cloud Storage service
- Server and PC quantities may be adjusted +/- and will affect monthly pricing.

Optional customer employee benefit:

- 10% discount on approved computer purchases through BEVCOMM by employees.

The Customer Support Agreement does not include:

- Support Services on the following Holidays:
New Year's Day Independence Day Thanksgiving Day
Memorial Day Labor Day Christmas Day
Christmas Eve Day
- Hardware or Software to maintain, upgrade or repair LAN and associated equipment

The Partnership Plan includes:

- Contract labor rates as specified in Exhibit C for all quoted projects.
- Complete management of network devices listed; All current network and non network devices

Equipment List

City Frmt Servers	Command / RMM Elite Qty 16
PCs	Help Desk 8 -5 US Qty 59
Back-up	Veeam 10 TB

EXHIBIT B

BEVCOMM, Inc.

Customer:

Administrative Contact

Name: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

Customer:

Primary Contact

Name: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

Customer:

Secondary Contact

Name: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

EXHIBIT C

Bevcomm, Inc. Price Schedule

8-5 Network Support

Monday-Friday, 8 a.m.-5 p.m., Excluding holidays

\$195.00/hr, Non-contracted rate

\$165.00/hr, Contract rate

After Hours/Holiday Network Support

Monday-Friday 5 p.m. – 8 a.m., and all day Saturday and Sunday, Including holidays

\$235.00/hr, Non-contracted rate

\$205.00/hr, Contract rate



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.2

From: Mayor Lee C. Baarts
To: City Council

Subject: Board and Commission Appointments

Policy/Action Requested: Motion to approve reappointing Aaron Speltz to the Fairmont Economic Development Authority

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval.

Overview:

Aaron Speltz’s term on FEDA terminated on June 30, 2023. He has served half of a term and Mayor Baarts is recommending reappointing Mr. Speltz to serve another term. The term is six years and Mr. Speltz would be appointed to serve until June 30, 2029. There is a limit of two terms for members of this board.

Budget Impact: None

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.3

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Temporary On-Sale Liquor License for Fairmont Area Chamber of Commerce

Policy/Action Requested: To Approve the Temporary On-Sale Liquor License for Fairmont Area Chamber of Commerce to hold an event on September 28, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Fairmont Area Chamber of Commerce has made application for a temporary on-sale liquor license for an event they are planning on September 28, 2023.

Budget Impact: N/A

Attachments: Application

Council Action: _____ Date: _____



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TEMPORARY CONSUMPTION AND DISPLAY PERMIT**

(City or county may not issue more than 10 permits in any one year)

Name of organization <i>Fairmont Area Chamber of Commerce</i>		Date organized <i>8/23/2026</i>	Tax exempt number <i>86-18294</i>
Organization Address <i>323 E. Blue Earth Ave.</i>		City <i>Fairmont</i>	State <i>MN</i>
		Zip Code <i>56031</i>	
Name of person making application <i>Kandi Menne</i>		Business phone <i>507-235-5547</i>	Home phone <i>507-525-4324</i>
Date(s) of event <i>Sept 28th, 2023</i>		Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit	
Organization officer's name <i>Kandi Menne, President</i>		City <i>Fairmont</i>	State <i>MN</i>
		Zip <i>56031</i>	
<input checked="" type="checkbox"/> Add New Officer			

Location where permit will be used. If an outdoor area, describe.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Fairmont
 City or County approving the license

\$50.00
 Fee Amount

7/31/23
 Date Fee Paid

Patricia J. Monsen

Please Print Name of City Clerk or County Official

September 28, 2023
 Date Approved

September 28, 2023
 Permit Date

pmonsen@fairmont.org
 City or County Email Address

507-238-3935
 City or County phone number

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.4

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts

Policy/Action Requested: To Approve the Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts to hold an event on September 23, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Martin County Preservation Association, d/b/a Red Rock Center for the Arts has made application for a temporary on-sale liquor license for an event they are planning on September 23, 2023.

Budget Impact: N/A

Attachments: Application

Council Action: _____ Date: _____



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization	Tax exempt number
Martin County Preservation Association DBA Red Rock Center for the Arts		2005	8903440
Organization Address (No PO Boxes)	City	State	Zip Code
222 E Blue Earth Ave	Fairmont	MN	56031
Name of person making application		Business phone	Home phone
Sonja Fortune		5072359262	5072359262
Date(s) of event	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer		
Sat., Sept 23	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Dan Wheeler	Fairmont	MN	56031
Organization officer's name	City	State	Zip Code
Andrew Hoaglund	Fairmont	MN	56031
Organization officer's name	City	State	Zip Code
Fiona Edberg	Fairmont	MN	56031

Location where permit will be used. If an outdoor area, describe.
 Red ROck Cneter for the Arts indoors

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 NA

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Mutual Insurance Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont	Date Approved
City or County approving the license	09-23-2023
\$50.00	Permit Date
Fee Amount	pmonsens@fairmont.org
Event in conjunction with a community festival <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City or County E-mail Address
10,487	
Current population of city	
Patricia J. Monsen, City Clerk	Signature City Clerk or County Official
Please Print Name of City Clerk or County Official	

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.5

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts

Policy/Action Requested: To Approve the Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts to hold an event on November 4, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Martin County Preservation Association, d/b/a Red Rock Center for the Arts has made application for a temporary on-sale liquor license for an event they are planning on November 4, 2023.

Budget Impact: N/A

Attachments: Application

Council Action: _____ Date: _____



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number
Martin County Preservation Association DBA Red Rock Center for the Arts	2005	8903440

Organization Address (No PO Boxes)	City	State	Zip Code
222 E Blue Earth Ave	Fairmont	MN	56031

Name of person making application	Business phone	Home phone
Sonja Fortune	5072359262	5072359262

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
Sat., Nov 4, 2023	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable	<input type="checkbox"/> Religious	<input type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
Dan Wheeler	Fairmont	MN	56031

Organization officer's name	City	State	Zip Code
Andrew Hoaglund	Fairmont	MN	56031

Organization officer's name	City	State	Zip Code
Fiona Edberg	Fairmont	MN	56031

Location where permit will be used. If an outdoor area, describe.
 Red ROCK Cneter for the Arts indoors

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 NA

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Mutual Insurance Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont
 City or County approving the license
 \$50.00
 Fee Amount

Date Approved
 11-04-2023
 Permit Date

Event in conjunction with a community festival Yes No
 10,487

pmonsens@fairmont.org
 City or County E-mail Address

Current population of city
 Patricia J. Monsen, City Clerk

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
 No Temp Applications faxed or mailed. Only emailed.
 ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
 PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
 CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.6

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts

Policy/Action Requested: To Approve the Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts to hold an event on December 8, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Martin County Preservation Association, d/b/a Red Rock Center for the Arts has made application for a temporary on-sale liquor license for an event they are planning on December 8, 2023.

Budget Impact: N/A

Attachments: Application

Council Action: _____ Date: _____



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number
Martin County Preservation Association DBA Red Rock Center for the Arts	2005	8903440

Organization Address (No PO Boxes)	City	State	Zip Code
222 E Blue Earth Ave	Fairmont	MN	56031

Name of person making application	Business phone	Home phone
Sonja Fortune	5072359262	5072359262

Date(s) of event	Type of organization		
Sat., Dec 8, 2023	<input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Dan Wheeler	Fairmont	MN	56031

Organization officer's name	City	State	Zip Code
Andrew Hoaglund	Fairmont	MN	56031

Organization officer's name	City	State	Zip Code
Fiona Edberg	Fairmont	MN	56031

Location where permit will be used. If an outdoor area, describe.
 Red ROCK Cnter for the Arts indoors

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 NA

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Mutual Insurance Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont

City or County approving the license

\$50.00

Fee Amount

Event in conjunction with a community festival Yes No

10,487

Current population of city

Patricia J. Monsen, City Clerk

Please Print Name of City Clerk or County Official

Date Approved

12-08-2023

Permit Date

pmonsens@fairmont.org

City or County E-mail Address

Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
 No Temp Applications faxed or mailed. Only emailed.
 ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
 PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
 CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts

Policy/Action Requested: To Approve the Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts to hold an event on February 10, 2024.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Martin County Preservation Association, d/b/a Red Rock Center for the Arts has made application for a temporary on-sale liquor license for an event they are planning on February 10, 2024.

Budget Impact: N/A

Attachments: Application

Council Action: _____ Date: _____



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number
Martin County Preservation Association DBA Red Rock Center for the Arts	2005	8903440

Organization Address (No PO Boxes)	City	State	Zip Code
222 E Blue Earth Ave	Fairmont	MN	56031

Name of person making application	Business phone	Home phone
Sonja Fortune	5072359262	5072359262

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
Sat., Feb. 10, 2024	<input type="checkbox"/> Club	<input checked="" type="checkbox"/> Charitable	<input type="checkbox"/> Religious
	<input type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Dan Wheeler	Fairmont	MN	56031

Organization officer's name	City	State	Zip Code
Andrew Hoaglund	Fairmont	MN	56031

Organization officer's name	City	State	Zip Code
Fiona Edberg	Fairmont	MN	56031

Location where permit will be used. If an outdoor area, describe.
 Red ROck Cneter for the Arts indoors

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 NA

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Mutual Insurance Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont
 City or County approving the license

\$50.00
 Fee Amount

Event in conjunction with a community festival Yes No

10,487
 Current population of city

02-10-2024
 Date Approved

02-10-2024
 Permit Date

pmonsens@fairmont.org
 City or County E-mail Address

Patricia J. Monsen, City Clerk
 Please Print Name of City Clerk or County Official

Patricia J. Monsen, City Clerk
 Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.8

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts

Policy/Action Requested: To Approve the Temporary On-Sale Liquor License for Martin County Preservation Association, d/b/a Red Rock Center for the Arts to hold an event on May 11, 2024.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Martin County Preservation Association, d/b/a Red Rock Center for the Arts has made application for a temporary on-sale liquor license for an event they are planning on May 11, 2024.

Budget Impact: N/A

Attachments: Application

Council Action: _____ Date: _____



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization	Tax exempt number
Martin County Preservation Association DBA Red Rock Center for the Arts		2005	8903440
Organization Address (No PO Boxes)	City	State	Zip Code
222 E Blue Earth Ave	Fairmont	MN	56031
Name of person making application		Business phone	Home phone
Sonja Fortune		5072359262	5072359262
Date(s) of event	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer		
Sat., May 11, 2024	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Dan Wheeler	Fairmont	MN	56031
Organization officer's name	City	State	Zip Code
Andrew Hoaglund	Fairmont	MN	56031
Organization officer's name	City	State	Zip Code
Fiona Edberg	Fairmont	MN	56031

Location where permit will be used. If an outdoor area, describe.
 Red ROck Cneter for the Arts indoors

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 NA

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Mutual Insurance Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont	Date Approved
City or County approving the license	05-11-2024
\$50.00	Permit Date
Fee Amount	pmonsens@fairmont.org
Event in conjunction with a community festival <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City or County E-mail Address
10,487	
Current population of city	
Patricia J. Monsen, City Clerk	Signature City Clerk or County Official
Please Print Name of City Clerk or County Official	

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.9

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Event Permit – Indulge, Adventure Bowls with Indulge, August 25, 2023

Policy/Action Requested: Motion to approve the Event Permit for Indulge to have Adventure Bowls with Indulge on August 25, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Indulge has made application for an Event Permit to have Adventure Bowls food truck on 83 Downtown Plaza on August 25, 2023.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: Aug 25th 2023 Permit Fee: \$15.00

Event: Adventure Bowls with Indulge

Sponsoring entity: Indulge

Address: 83 Downtown Plaza, Fairmont, mn 56031

Maximum estimated number of persons expected to attend at any one time: 25

Event coordinator(s): Laura Spitzer
Contact Info: 507-236-5354 Phone #
lauraspitzer@outlook.com E-mail

Primary contacts (during event):

Name: Laura Spitzer
Cell#: 507-236-5354
E-mail: lauraspitzer@outlook.com

Name: Tom Spitzer
Cell#: 507-236-1647
E-mail: _____

Event Start:	Day/Date	<u>Aug 25</u>	Time:	<u>10:30</u>
Event End:	Day/Date	<u>Aug 25</u>	Time:	<u>4:30</u>
Setup:	Day/Date	<u>Aug 25</u>	Start time:	<u>8:00</u>
			End Time:	<u>10:00</u>
Teardown:	Day/Date	<u>Aug 25</u>	Start time:	<u>4:30</u>
			End Time:	<u>5:30</u>

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

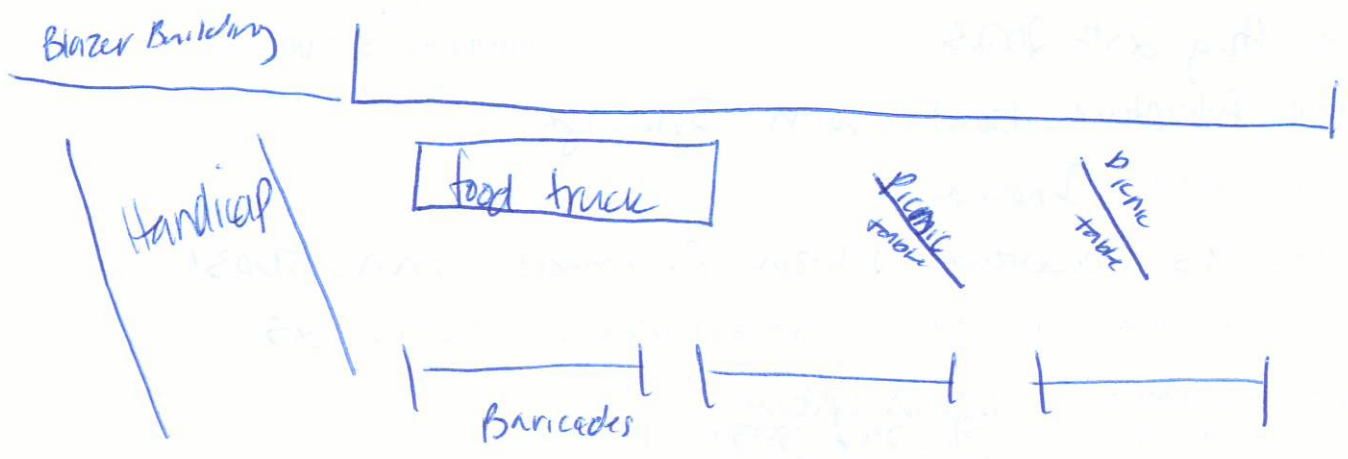
Same as others, only in front of Indulge's Co. food truck (also bowls: Adventure Bowls) to be parked out front for day.

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

In front of Indulge's Co. will need 3 barricades and two picnic tables.

FAIRMOUNT

EVENT AREA LAYOUT PLAN



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

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

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

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

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

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

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

back of 1st page

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

Signature _____ Title owner Date 7-31-23

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>8/1/23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>8/14/23</u>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.10

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Event Permit – Early Childhood Initiative, Storybook Walk at Cedar Creek Park, August 18, 2023 through September 18, 2023

Policy/Action Requested: Motion to approve the Event Permit for Early Childhood Initiative to hold a Storybook Walk at Cedar Creek Park.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Early Childhood Initiative has made application for an Event Permit to hold a storybook walk at Cedar Creek Park beginning August 18, 2023 and ending September 18, 2023.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 7-25-23

Permit Fee: \$15.00

Event: Storybook Walk at Cedar Creek Park

Sponsoring entity: "ECI" - Early Childhood Initiative

Address: 3613 Cedar Park Rd, Fairmont MN

Maximum estimated number of persons expected to attend at any one time: 15

Event coordinator(s): Kaitlin Bormann (communications coordinator for ECI)
Contact Info: _____ Phone # 563-349-1343
E-mail kaitlin.bormann@gmail.com

Primary contacts (during event):
Name: Kaitlin Bormann Name Michelle Rosen
Cell#: _____ Cell#(Office) 507-238-4487
E-mail: _____ E-mail: mrosen@fairmont-kl2.mn.us

Event Start: Day/Date Friday 8/18 *Can be flexible Time: 9am
Event End: Day/Date Monday 9/18 Time: 7pm
Setup: Day/Date Wed 8/16 Start time: 6pm End Time: 8pm
Teardown: Day/Date Tues 9/19 Start time: 6pm End Time: 8pm

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

The Early Childhood Initiative is a group of organizations in Martin County working together to help the youngest members of the community (ages 0-5) grow. We promote events and activities through a monthly calendar. ECI has received a grant to help build resilience in young children. As part of our programming, we would like to have a storybook walk with parts of a book posted along the upper circle path at Cedar Creek park for a month at the end of summer/early fall.

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

We would like to post 12 sign posts along the circle path at Cedar Creek park. We would begin the walk at the wooded area near the Hammock posts and place posts in the ground off the path but nearby so children/families can read them. We will monitor the Storybook Walk signs several times each week and remove early if any vandalism occurs (hopefully not!)

No other barricades, safety measures, restrooms, etc. for this simple project.

3. Will outside drinking water or waste collection systems be supplied? Yes; X No
If yes, supply public health plans, including the number of toilet facilities that will be available.
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; X No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? Yes; X No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): Yes; X No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; X No
If yes, please describe: _____
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? Yes; X No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service? Yes; X No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

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

Signature Walter Dorman Title ECL Communications Coordinator Date 7-25-23

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

Office Use Only

\$15.00 Fee Paid	Date: <u>7/25/23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>8/14/23</u>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.11

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Event Permit –Fairmont Area Chamber of Commerce, Sip ‘n Shop, September 28, 2023

Policy/Action Requested: Motion to approve the Event Permit for Fairmont Area Chamber of Commerce to hold a Sip ‘n Shop event on September 28, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Fairmont Area Chamber of Commerce has made application for an event permit to hold a Sip ‘n Shop Event on September 28, 2023. They will be getting a Temporary Consumption & Display Permit to allow alcohol at the event.

This will be a fund-raising event for holiday street light decorations.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: August 4, 2023

Permit Fee: \$15.00

Event: Sip 'n Shop

Sponsoring entity: Fairmont Area Chamber of Commerce

Address: 323 E Blue Earth Ave

Maximum estimated number of persons expected to attend at any one time: 300

Event coordinator(s): Kandi Menne
Contact Info: 507.235.5547 Phone #
president@fairmontchamber.org E-mail

Primary contacts (during event):

Name: Kandi
Cell#: 507.525.4324
E-mail: president@fairmontchamber.org

Name: _____
Cell#: _____
E-mail: _____

Event Start: Day/Date September 28, 2023 Time: 4:00 pm
Event End: Day/Date September 28 Time: 8:00 pm
Setup: Day/Date September 28 Start time: 3:00 pm End Time: 4:00 pm
Teardown: Day/Date September 28 Start time: 8:00 pm End Time: 8:00 pm

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

Businesses will sign up to participate in the sip n shop event. It is an event to promote the Fairmont businesses and what they have to offer.
Businesses will serve "sample" size alcoholic or non alcoholic beverages and snacks for customers to enjoy while they shop
Many will have door prizes. We will have a shuttle to businesses that are not downtown. We anticipate all participants will be parking downtown.
This will be an annual fundraiser for the holiday street lights decorations- we have been raising money for many years and
feel this is a good cause for the proceeds

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

This will potentially be city wide - we will know more as business sign up to participate.
We do not anticipate any special requests for barricades etc.

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

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

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

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

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

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

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

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

Signature Kandi Menne Digitally signed by Kandi Menne
Date: 2023.08.04 10:37:33 -0500 Title President Date August 4.2023

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>8/4/23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>8/14/23</u>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.12

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Event Permit –Fairmont Soccer Association, Scrimmage Fest, August 19, 2023

Policy/Action Requested: Motion to approve the Event Permit for Fairmont Soccer Association to hold Scrimmage Fest on August 19, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Fairmont Soccer Association has made application for an Event Permit to hold Scrimmage Fest at the Jeffery Kot Soccer Fields on August 19, 2023. There will be 23 high school teams participating.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 8-4-2023 Permit Fee: \$15.00

Event: Scrimage Fest High School Soccer

Sponsoring entity: Fairmont Soccer Association

Address: Jeffery Kot Fields

Maximum estimated number of persons expected to attend at any one time: 650

Event coordinator(s): Jeremich Plum

Contact Info: _____ Phone # 507-618-0268

E-mail fmtfswab@gnail.com

Primary contacts (during event):

Name: Jeremich Plum

Name _____

Cell#: 507-618-0268

Cell# _____

E-mail: _____

E-mail: _____

Event Start: Day/Date Aug 19 2023 Time: 6:30 am

Event End: Day/Date Aug 19 2023 Time: 8 pm

Setup: Day/Date Aug 18 Start time: 5:30 pm End Time: 8 pm

Teardown: Day/Date _____ Start time: _____ End Time: _____

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

Soccer games, 23 High School Tennis

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

Jeffery Kot Fields

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

Please provide 14 extra bins and Extra tables

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

hired EMT

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

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

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

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

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

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

Signature *[Signature]* Title *Club President* Date *8-4-2023*

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

Office Use Only			
\$15.00 Fee Paid	Date: <i>8/4/23</i>	Received by: <i>[Signature]</i>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; ___ No	Council Meeting Date: <i>8/14/23</i>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
August 14, 2023

Agenda Item: 7.C.13

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Event Permit –Ledyard Tractor Ride to Martin County Fair, August 18, 2023

Policy/Action Requested: Motion to approve the Event Permit for the Ledyard Tractor Ride to the Martin County Fair on August 18, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The FBA has applied for an Event Permit to hold the Ledyard Tractor Ride to the Martin County Fair on August 18, 2023. The tractor parade will be leaving Ledyard and will be traveling on Old Highway 15, Albion Avenue. It will then go on Lair Road to County Road 39 and to the fairgrounds.

When the tractor parade leaves the fairgrounds, at approximately 1:30 p.m., it will travel south on County Road 39 to Lake Aires Road and then south on Old Highway 15.

They have done this tractor parade for 14 years with no problems.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 8/10/23

Permit Fee: \$15.00

Event: Ledyard Tractor Ride to Martin County Fair

Sponsoring entity: FBA

Address: 1707 460th St., Lakato IA 50451

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

Event coordinator(s): Lloyd Eichenberger

Contact Info: 515-320-1703 Phone #

E-mail _____

Primary contacts (during event):

Name: Same as above

Name _____

Cell#: _____

Cell# _____

E-mail: _____

E-mail: _____

Event Start: Day/Date 8/18/23 Time: 11:00am

Event End: Day/Date 8/18/23 Time: 1:30 pm

Setup: Day/Date N/A Start time: _____ End Time: _____

Teardown: Day/Date N/A Start time: _____ End Time: _____

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

Tractor ride from Ledyard to Martin County Fair

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

Coming into town on Old Hwy 15, Albion Ave to Lair Rd, Shoreacres Drive to Co Rd 39 and then to fairgrounds.

Leaving Fairmont, will take Co. Rd 39 to Lake Aves Road, then Old Hwy 15 south out of town.

3. Will outside drinking water or waste collection systems be supplied? Yes; No
If yes, supply public health plans, including the number of toilet facilities that will be available.
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? Yes; No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): Yes; No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: _____
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? Yes; No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service? Yes; No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

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

Signature Lloyd Eichenbayer Title President Date 8-10-23

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

Office Use Only

\$15.00 Fee Paid	Date: <u>8/10/23</u>	Received by: <u>EMW</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>8/14/23</u>	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

- City
- Applicant
- Police
- Parks/Streets
- Other



Fairmont City Council
August 14, 2023

Agenda Item: 10.1

From: Matthew York, Director of Public Works/Utilities
To: Mayor and City Council

Subject: 2710 Albion Avenue License Agreement

Policy/Action Requested: Motion to enter into a license agreement with Douglas R. Gerhardt and Tamara L. Gerhardt for the use of public street right of way to reconstruct a new parking lot at Tami’s on the Ave.

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approving the agreement.

Overview:

The Gerhardt’s are proposing to reconstruct a new parking lot at 2710 Albion Avenue. Currently the parking lot is paved to the back of the curb along Albion Avenue within the city street right of way. Gerhardt’s have worked with staff and have come up with a parking lot design which will improve sight lines at both Interlaken Road and Krahmer Drive for traffic entering Albion Avenue. The proposed design would also allow for Tami’s to maintain enough parking to accommodate customer need at their business and a new paved surface. The license agreement will allow Gerhardt’s to pave up to 7.5’ from the curb line on Albion Avenue, using 20’ of the 100’ street right of way for parking lot. This modification to create a License Agreement is not uncommon and these are reviewed and approved on a case-by-case basis.

Budget Impact: None

Attachments: License Agreement

Council Action: _____ Date: _____

(Top 3 inches reserved for recording data)

LICENSE AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

This License Agreement (“License” or “Agreement”) is entered into by and between the City of Fairmont, a municipal corporation under the laws of the State of Minnesota (“City” or “Licensor”); and Douglas R. Gerhardt and Tamela L. Gerhardt, husband and wife, as joint tenants, Fairmont, MN 56031 (“Licensee”); (collectively the “parties”).

RECITALS:

WHEREAS, the Licensee is the owner of real property located at 2710 Albion Avenue, in the City of Fairmont, which real property is legally described in Exhibit A, which is attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Licensor is the owner of the Albion Street right-of-way adjacent to the Property (the “Right of Way Area”); and

WHEREAS, the Licensee desires to construct a parking lot on the Property and also encroach partially on the Right of Way Area (the “Improvements”), which Improvements will encroach 20 feet into Licensor’s Right of Way Area; and

WHEREAS, the Licensee desires a license from Licensor authorizing Licensee’s limited use of the Right of Way Area for the construction, operation, maintenance, repair and replacement of the above-mentioned Improvements; and

WHEREAS, a sketch/schematic of the location of the Improvements describing and depicting the dimensions and location of the Improvements within the Right of Way Area is provided in Exhibit B, which is attached hereto and incorporated herein by reference (hereinafter referred to as the “Licensed Premises”); and

WHEREAS, the Licensee has requested that the Licensor permit the Improvements to encroach within the Licensed Premises and the Licensor is willing to permit said encroachment as described and depicted in Exhibit B upon those certain conditions contained herein.

NOW, THEREFORE, for valuable consideration, it is agreed by and between the parties as follows:

1. Grant of License and Description of Licensed Premises. In consideration of the terms, covenants, and conditions contained herein, the Licensor hereby grants to the Licensee a non-exclusive, terminable license to use the Licensed Premises for the purpose stated above herein, subject to the following conditions:
 - a. Licensee shall commence no work authorized by this License related to construction, repair or replacement of the Improvements until it has obtained all required approvals and permits as required by the City. Licensee shall submit plans and specifications for Licensee's Improvements to the City Engineer for approval. All Improvements shall comply with applicable law and City Code.
 - b. Licensee shall take all necessary precautions to protect and preserve the City's Right of Way Area during any activities within or use of the Licensed Premises as contemplated in this License.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Licensed Premises and shall not hinder the natural free and clear passage of pedestrians or motorized or non-motorized vehicles within the Right-of-Way Area for public purposes.
 - d. Licensee shall conduct any work authorized by this License or subsequently approved by the City in a manner so as to insure the least obstruction to and interference with present and continued use of the Right of Way Area and shall return the Right of Way Area, except for the Improvements encroachment authorized hereby, to its original condition following such authorized work at Licensee's sole cost and expense.
 - e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain, repair or replace the Improvements and comply with the requirements thereof.
 - f. Licensee shall maintain access to all properties and cross streets during the term of this License, including emergency vehicle access.
 - g. Licensee shall remove daily all dirt or debris from sidewalks, trails, public and private roadway surfaces and curbs and gutters during any work authorized by this License or subsequently approved by the City.
 - h. Licensee shall not conduct any work within the Right of Way Area outside the Licensed Premises specified in Exhibit B without the express prior written approval of the City.
 - i. Licensee shall be responsible for all costs associated with the construction, improvement, alteration, maintenance, replacement, repair, use and restoration of the Improvements.
 - j. Licensee shall be responsible for either; 1) removal and any restoration of the Licensee's Improvements and all associated costs, or 2) the cost of removal and any restoration of the Licensee's Improvements by the Licensor, should the Licensor or another authorized entity determine that the same is necessary for the such entity to conduct work in the Right-of-Way Area and the Improvements

interfere with such work in the judgment of the City. The City will provide prompt notice to Licensee if it intends to conduct work in the Right-of-Way Area and the work is anticipated to impact the Improvements.

- k. Subject to the foregoing, the Licensee shall have the right and duty to operate, maintain, repair, replacement and alter said Improvements. Any operation, maintenance, repair, replacement, or alteration to the Improvements shall not, except for minor changes relating to building materials, expand the encroachment. Alterations or replacement shall at all times comply with City Code.
2. Term. This License shall be for an indefinite term commencing on the date of the last signatory to this Agreement and continuing until terminated by the City by written notice to the Licensee. Such notice shall be given at least 90 days in advance of the effective date of such termination. Such notice shall be delivered to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Property is located), either personally or by certified mail. If such service cannot be made, service may be posted on the building on the Property.

Notwithstanding the foregoing, this Agreement may be terminated; a) by mutual agreement of the parties at any time; b) by the Licensor in the event of a change of use which includes, but is not limited to, abandonment, transfer, sale or assignment (other than to Licensee's various family legal entities); c) by the Licensor upon the failure of the Licensee to comply with any material term or condition of this Agreement thirty (30) days' written notice; or d) by either party for good and sufficient reasons upon ninety (90) days' written notice to the other party. For purposes of this Agreement, "good and sufficient reasons" do not include the mere convenience of either party, but instead include reasons of a material nature, including but not limited to, changed circumstances affecting the purpose of this Agreement, or for reasons affecting the public interest or public health, safety or welfare.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 30 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Clerk at the City's main offices.

Before the effective date of any such termination of this License under this Section, Licensee shall remove all of Licensee's Improvements from the Licensed Premises, at Licensee's sole cost and expense, and shall restore the Licensed Premises to its preexisting condition or better pursuant to the standards and requirements set forth in City Code, as amended, unless otherwise directed by the City in writing. In the event that Licensee fails to remove the Improvements from the Licensed Premises before the effective termination date of this License, the City or its authorized agents or representatives may perform any work necessary to remove the Improvements from the Licensed Premises and restore the Licensed Premises to its preexisting condition, and Licensee shall reimburse City for all expenses reasonably incurred by the City in performing such work. If Licensee fails to so reimburse the City as required by this paragraph within 30 days of Licensee's receipt of a billing statement for such charges

from the City, the unpaid charges shall constitute a lien against the Property from and after the date they were due and unpaid. The City may take any action it is authorized under law to take to recover such unpaid charges, including certifying such unpaid charges to the county auditor for collection with taxes on the Property.

3. License Fee. Licensee shall pay a license fee of \$1.00 at the time of execution of this Agreement.
4. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual in addition to any such other requirements as applicable to Licensee's Property or the Right of Way Area. The Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises or Right of Way Area. Should the Licensee intentionally commit or allow to be committed any waste on or destruction to the Licensed Premises or Right of Way Area, the Licensee shall immediately restore the Licensed Premises and Right of Way Area to the original condition of the Licensed Premises and Right of Way Area at the inception of this Agreement or as altered in accordance with plans and specifications as submitted to, and approved by, the City Manager of the Licensor, or the City Manager's designated representative, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises and Right of Way Area to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.

During the term of this Agreement, Licensee shall keep the Licensed Premises and the Right of Way Area in the immediate area of the Improvements in a sanitary condition, remove all trash from the Licensed Premises and keep the premises free from refuse or other debris. Licensee shall be responsible for snow and ice removal from the Licensed Premises.

5. Conditions of Licensed Premises "As Is" and Not Warranted. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee's Improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises upon Licensee.
6. Licensor's Right of Entry. The Licensee shall permit or allow the Licensor and the agents and employees of the Licensor to enter upon the Licensed Premises at all reasonable times for the purpose of inspecting them. The City may order the immediate cessation of any project or work that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order Licensee to correct

any project or work or condition to comply with the scope of this License or other applicable standards, conditions, ordinances or laws. If the Improvements made by Licensee in the Licensed Premises fall into disrepair at any time during the term of this License, in the City's discretion, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the Improvements into compliance. Any such an order by the City authorized by this Paragraph shall state the violation or condition, the terms of correcting the violation or condition and that failure to correct the violation or condition within the stated time limits shall be cause for immediate revocation of this License. If the violation or condition is not corrected within the stated time limits, the City may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity.

7. Alterations to Licensed Premises. The Licensee shall not be permitted to make any additional improvements or alterations to the Licensed Premises without the prior written consent of the Licensor, except, however, the Licensee shall, at Licensee's expense, make any additional improvements to the Licensed Premises that are needed to maintain the Licensed Premises in their original condition or their condition as altered pursuant to this License, or their condition if such alteration has otherwise been approved in writing by the Licensor.
8. Covenants to Indemnify and Hold Harmless. Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Right of Way Area or Licensed Premises. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to City. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this License.
9. Waiver and Assumption of Risk. The Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises and Right of Way Area for the purposes permitted herein and the Improvements thereon and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the primary purposes of the Licensed Premises and the Right of Way Area, notwithstanding this Agreement, are to accommodate the free flow of pedestrians and motorized vehicles and construction, operation, repair, replacement, and maintenance of utilities, and that the Right of Way Area may require regular maintenance, repairs or other work. Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities or Improvements, and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all

such claims of liability related to the Licensed Premises or the Improvements therein, or the Licensor's maintenance, repair or other work conducted within the Right of Way Area by the Licensee or Licensor or any other third party, except those resulting from the negligence or intentional misconduct of the Licensor.

10. Insurance. The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04 or the amount stated in the Licensee's insurance certificate, whichever is greater. The City of Fairmont shall be named as an additional insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City Clerk. Upon request, the Licensee shall deliver to the City Clerk certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. If Licensee fails to maintain a policy of insurance as required by the City for the term of this License, the City may immediately revoke this License and require the immediate removal by the Licensee of the Licensee's Improvements from the Licensed Premises and Right of Way Area at the Licensee's sole cost and expense, and the Licensee shall restore the Licensed Premises and Right of Way Area to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.
11. Real Estate Taxes. The Licensee agrees to pay any and all real estate taxes which may be assessed against the Licensed Premises being licensed hereunder as such real estate taxes become due and payable.
12. Mechanic's Liens. The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.
13. Attorneys' Fees. If any action at law or in equity shall be brought by Licensor on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
14. General Terms.
 - a. RECITALS. The recitals to this Agreement are made a part hereof and incorporated herein by reference.

- b. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the persons or entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. NOTICES. All communications, demands, notices, or objections permitted or required to be given or served under this License Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this License Agreement, to the address set forth in this License Agreement, or if to a party not a party to this License Agreement, to the address designated by a party to this License Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this License Agreement.
- e. ASSIGNMENT OR TRANSFER OF LICENSE. Licensee shall have no right to assign its interest in this Agreement without the prior written consent of Licensor.
- f. MODIFICATIONS/AMENDMENT. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Licensee.
- g. NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY. Nothing contained in this License Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensor and the Licensee.
- h. CUMULATIVE RIGHTS. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensor or the Licensee is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.

- i. RECORDS—AVAILABILITY AND RETENTION. Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- j. COMPLIANCE WITH LAWS. Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff for which Licensee is responsible.
- k. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Martin County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- l. DATA PRACTICES. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- m. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- n. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- o. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

- q. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- r. RECORDING. This License Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties. This License shall be recorded by the Licensee on the Property at the expense of the Licensee as soon as practicable following execution.

[Signature pages to follow]

CITY OF FAIRMONT; LICENSOR

By: _____
Lee Baarts, Its Mayor

Date: _____

By: _____
Patricia Monsen, Its City Clerk

Date: _____

COUNTY OF MARTIN)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2023, by Lee Baarts and Patricia Monsen, respectively the Mayor and City Clerk, on behalf of the City of Fairmont, a municipal corporation under the laws of the State of Minnesota, Licensor.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103-2122
(651) 225-8840

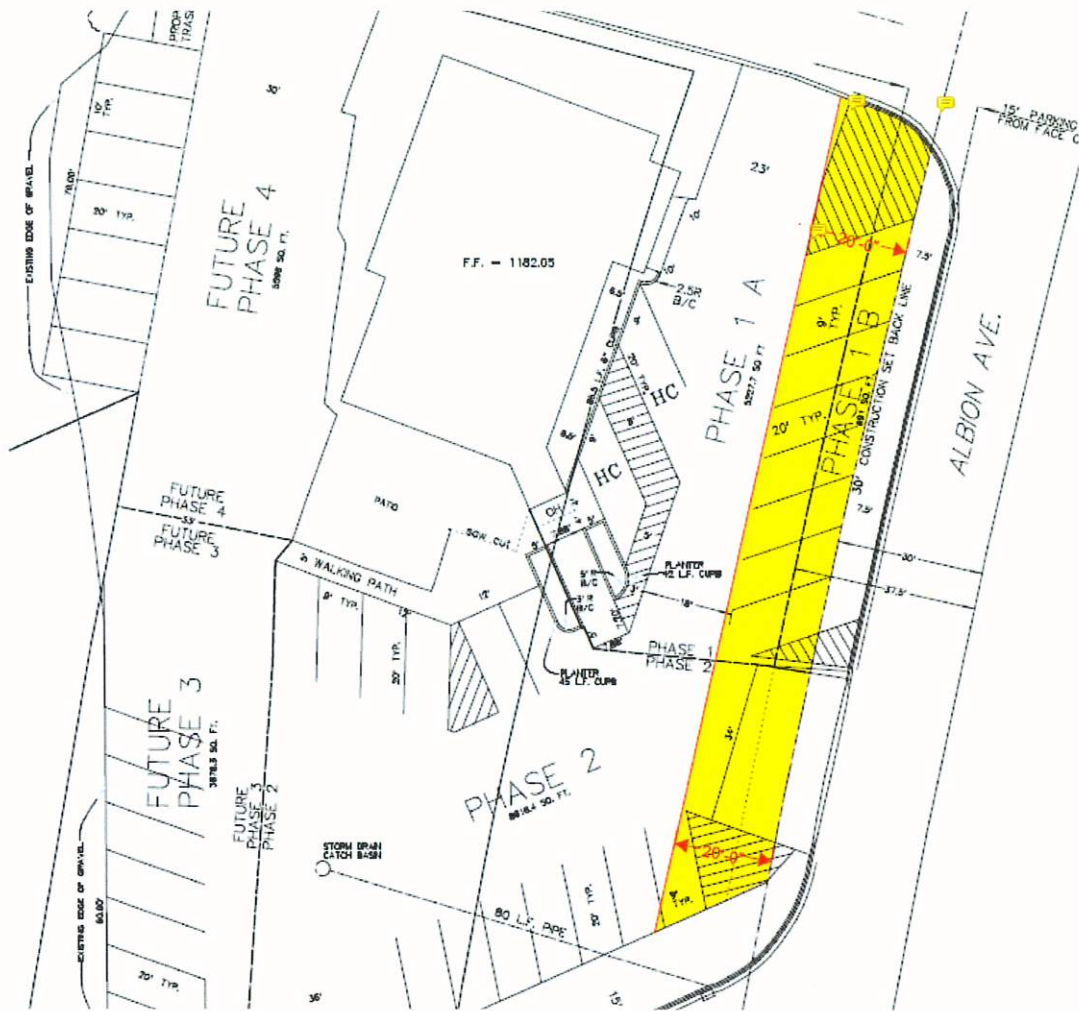
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots One and Two, Block Four, Interlaken Second Subdivision in Section Twenty Nine and Thirty, Township One Hundred Two North and Range Thirty West of the Fifth Principal Meridian (now the City of Fairmont) according to the Plat thereof on file and of record in the office of the Register of Deeds in and for said County and State.

EXHIBIT B

DESCRIPTION AND DEPICTION OF LICENSED PREMISES



LICENSED PREMISES



20 feet within Albion Avenue Right of Way



Fairmont City Council
August 14, 2023

Agenda Item: 10.2

From: Matthew York, Director of Public Works and Utilities
To: Mayor and City Council

Subject: Fairmont Ford License Agreement

Policy/Action Requested:

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approving the agreement.

Overview:

Fairmont Ford proposes reconstructing their parking lot in the rear of their building. Currently, the parking lot is paved within the Right-of-Way along Grant Street.

The new parking lot will meet be the same as the current lot. The paved parking extends 10 feet onto the City’s ROW. This License Agreement will allow the lot to stay the same size but also sets forward the necessary steps to ensure that the City has the right to the area if required.

As with all License Agreements, they will be reviewed case-by-case.

Budget Impact: None

Attachments: License Agreement and Proposed Parking Lot Layout

Council Action: _____ Date: _____

(Top 3 inches reserved for recording data)

LICENSE AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

This License Agreement (“License” or “Agreement”) is entered into by and between the City of Fairmont, a municipal corporation under the laws of the State of Minnesota (“City” or “Licensor”); and Park Motor Co., 700 Blue Earth, Fairmont, MN 56031 (“Licensee”); (collectively the “parties”).

RECITALS:

WHEREAS, the Licensee is the owner of real property located at 700 Blue Earth Avenue, in the City of Fairmont, which real property is legally described in Exhibit A, which is attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Licensor is the owner of the Grant Street right-of-way adjacent to the Property (the “Right of Way Area”); and

WHEREAS, the Licensee desires to construct a parking lot on the Property and also encroach partially on the Right of Way Area (the “Improvements”), which Improvements will encroach 10 feet into Licensor’s Right of Way Area; and

WHEREAS, the Licensee desires a license from Licensor authorizing Licensee’s limited use of the Right of Way Area for the construction, operation, maintenance, repair and replacement of the above-mentioned Improvements; and

WHEREAS, a sketch/schematic of the location of the Improvements describing and depicting the dimensions and location of the Improvements within the Right of Way Area is provided in Exhibit B, which is attached hereto and incorporated herein by reference (hereinafter referred to as the “Licensed Premises”); and

WHEREAS, the Licensee has requested that the Licensor permit the Improvements to encroach within the Licensed Premises and the Licensor is willing to permit said encroachment as described and depicted in Exhibit B upon those certain conditions contained herein.

NOW, THEREFORE, for valuable consideration, it is agreed by and between the parties as follows:

1. Grant of License and Description of Licensed Premises. In consideration of the terms, covenants, and conditions contained herein, the Licensor hereby grants to the Licensee a non-exclusive, terminable license to use the Licensed Premises for the purpose stated above herein, subject to the following conditions:
 - a. Licensee shall commence no work authorized by this License related to construction, repair or replacement of the Improvements until it has obtained all required approvals and permits as required by the City. Licensee shall submit plans and specifications for Licensee's Improvements to the City Engineer for approval. All Improvements shall comply with applicable law and City Code.
 - b. Licensee shall take all necessary precautions to protect and preserve the City's Right of Way Area during any activities within or use of the Licensed Premises as contemplated in this License.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Licensed Premises and shall not hinder the natural free and clear passage of pedestrians or motorized or non-motorized vehicles within the Right-of-Way Area for public purposes.
 - d. Licensee shall conduct any work authorized by this License or subsequently approved by the City in a manner so as to ensure the least obstruction to and interference with present and continued use of the Right of Way Area and shall return the Right of Way Area, except for the Improvements encroachment authorized hereby, to its original condition following such authorized work at Licensee's sole cost and expense.
 - e. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain, repair or replace the Improvements and comply with the requirements thereof.
 - f. Licensee shall maintain access to all properties and cross streets during the term of this License, including emergency vehicle access.
 - g. Licensee shall remove daily all dirt or debris from sidewalks, trails, public and private roadway surfaces and curbs and gutters during any work authorized by this License or subsequently approved by the City.
 - h. Licensee shall not conduct any work within the Right of Way Area outside the Licensed Premises specified in Exhibit B without the express prior written approval of the City.
 - i. Licensee shall be responsible for all costs associated with the construction, improvement, alteration, maintenance, replacement, repair, use and restoration of the Improvements.
 - j. Licensee shall be responsible for either; 1) removal and any restoration of the Licensee's Improvements and all associated costs, or 2) the cost of removal and any restoration of the Licensee's Improvements by the Licensor, should the Licensor or another authorized entity determine that the same is necessary for the such entity to conduct work in the Right-of-Way Area and the Improvements

interfere with such work in the judgment of the City. The City will provide prompt notice to Licensee if it intends to conduct work in the Right-of-Way Area and the work is anticipated to impact the Improvements.

- k. Subject to the foregoing, the Licensee shall have the right and duty to operate, maintain, repair, replacement and alter said Improvements. Any operation, maintenance, repair, replacement, or alteration to the Improvements shall not, except for minor changes relating to building materials, expand the encroachment. Alterations or replacement shall at all times comply with City Code.

2. Term. This License shall be for an indefinite term commencing on the date of the last signatory to this Agreement and continuing until terminated by the City by written notice to the Licensee. Such notice shall be given at least 90 days in advance of the effective date of such termination. Such notice shall be delivered to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County in which the Property is located), either personally or by certified mail. If such service cannot be made, service may be posted on the building on the Property.

Notwithstanding the foregoing, this Agreement may be terminated; a) by mutual agreement of the parties at any time; b) by the Licensor in the event of a change of use which includes, but is not limited to, abandonment, transfer, sale or assignment (other than to Licensee's various family legal entities); c) by the Licensor upon the failure of the Licensee to comply with any material term or condition of this Agreement thirty (30) days' written notice; or d) by either party for good and sufficient reasons upon ninety (90) days' written notice to the other party. For purposes of this Agreement, "good and sufficient reasons" do not include the mere convenience of either party, but instead include reasons of a material nature, including but not limited to, changed circumstances affecting the purpose of this Agreement, or for reasons affecting the public interest or public health, safety or welfare.

This License may also be terminated at any time by Licensee by written notice to the City. Such notice shall be given at least 30 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Clerk at the City's main offices.

Before the effective date of any such termination of this License under this Section, Licensee shall remove all of Licensee's Improvements from the Licensed Premises, at Licensee's sole cost and expense, and shall restore the Licensed Premises to its preexisting condition or better pursuant to the standards and requirements set forth in City Code, as amended, unless otherwise directed by the City in writing. In the event that Licensee fails to remove the Improvements from the Licensed Premises before the effective termination date of this License, the City or its authorized agents or representatives may perform any work necessary to remove the Improvements from the Licensed Premises and restore the Licensed Premises to its preexisting condition, and Licensee shall reimburse City for all expenses reasonably incurred by the City in performing such work. If Licensee fails to so reimburse the City as required by this paragraph within 30 days of Licensee's receipt of a billing statement for such charges

from the City, the unpaid charges shall constitute a lien against the Property from and after the date they were due and unpaid. The City may take any action it is authorized under law to take to recover such unpaid charges, including certifying such unpaid charges to the county auditor for collection with taxes on the Property.

3. License Fee. Licensee shall pay a license fee of \$1.00 at the time of execution of this Agreement.
4. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual in addition to any such other requirements as applicable to Licensee's Property or the Right of Way Area. The Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises or Right of Way Area. Should the Licensee intentionally commit or allow to be committed any waste on or destruction to the Licensed Premises or Right of Way Area, the Licensee shall immediately restore the Licensed Premises and Right of Way Area to the original condition of the Licensed Premises and Right of Way Area at the inception of this Agreement or as altered in accordance with plans and specifications as submitted to, and approved by, the City Manager of the Licensor, or the City Manager's designated representative, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises and Right of Way Area to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.

During the term of this Agreement, Licensee shall keep the Licensed Premises and the Right of Way Area in the immediate area of the Improvements in a sanitary condition, remove all trash from the Licensed Premises and keep the premises free from refuse or other debris. Licensee shall be responsible for snow and ice removal from the Licensed Premises.

5. Conditions of Licensed Premises "As Is" and Not Warranted. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee's Improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises upon Licensee.
6. Licensor's Right of Entry. The Licensee shall permit or allow the Licensor and the agents and employees of the Licensor to enter upon the Licensed Premises at all reasonable times for the purpose of inspecting them. The City may order the immediate cessation of any project or work that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public. The City may order Licensee to correct

any project or work or condition to comply with the scope of this License or other applicable standards, conditions, ordinances or laws. If the Improvements made by Licensee in the Licensed Premises fall into disrepair at any time during the term of this License, in the City's discretion, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the Improvements into compliance. Any such an order by the City authorized by this Paragraph shall state the violation or condition, the terms of correcting the violation or condition and that failure to correct the violation or condition within the stated time limits shall be cause for immediate revocation of this License. If the violation or condition is not corrected within the stated time limits, the City may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity.

7. Alterations to Licensed Premises. The Licensee shall not be permitted to make any additional improvements or alterations to the Licensed Premises without the prior written consent of the Licensor, except, however, the Licensee shall, at Licensee's expense, make any additional improvements to the Licensed Premises that are needed to maintain the Licensed Premises in their original condition or their condition as altered pursuant to this License, or their condition if such alteration has otherwise been approved in writing by the Licensor.
8. Covenants to Indemnify and Hold Harmless. Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Right of Way Area or Licensed Premises. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to City. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this License.
9. Waiver and Assumption of Risk. The Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises and Right of Way Area for the purposes permitted herein and the Improvements thereon and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the primary purposes of the Licensed Premises and the Right of Way Area, notwithstanding this Agreement, are to accommodate the free flow of pedestrians and motorized vehicles and construction, operation, repair, replacement, and maintenance of utilities, and that the Right of Way Area may require regular maintenance, repairs or other work. Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities or Improvements, and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all

such claims of liability related to the Licensed Premises or the Improvements therein, or the Licensor's maintenance, repair or other work conducted within the Right of Way Area by the Licensee or Licensor or any other third party, except those resulting from the negligence or intentional misconduct of the Licensor.

10. Insurance. The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04 or the amount stated in the Licensee's insurance certificate, whichever is greater. The City of Fairmont shall be named as an additional insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without Ten (10) days prior written notice to the City Clerk. Upon request, the Licensee shall deliver to the City Clerk certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. If Licensee fails to maintain a policy of insurance as required by the City for the term of this License, the City may immediately revoke this License and require the immediate removal by the Licensee of the Licensee's Improvements from the Licensed Premises and Right of Way Area at the Licensee's sole cost and expense, and the Licensee shall restore the Licensed Premises and Right of Way Area to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.
11. Real Estate Taxes. The Licensee agrees to pay any and all real estate taxes which may be assessed against the Licensed Premises being licensed hereunder as such real estate taxes become due and payable.
12. Mechanic's Liens. The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.
13. Attorneys' Fees. If any action at law or in equity shall be brought by Licensor on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
14. General Terms.
 - a. RECITALS. The recitals to this Agreement are made a part hereof and incorporated herein by reference.

- b. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the persons or entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- d. NOTICES. All communications, demands, notices, or objections permitted or required to be given or served under this License Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this License Agreement, to the address set forth in this License Agreement, or if to a party not a party to this License Agreement, to the address designated by a party to this License Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this License Agreement.
- e. ASSIGNMENT OR TRANSFER OF LICENSE. Licensee shall have no right to assign its interest in this Agreement without the prior written consent of Licensor.
- f. MODIFICATIONS/AMENDMENT. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Licensee.
- g. NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY. Nothing contained in this License Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensor and the Licensee.
- h. CUMULATIVE RIGHTS. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensor or the Licensee is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.

- i. RECORDS—AVAILABILITY AND RETENTION. Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- j. COMPLIANCE WITH LAWS. Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff for which Licensee is responsible.
- k. GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Martin County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- l. DATA PRACTICES. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- m. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- n. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- o. ENTIRE AGREEMENT. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

- q. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- r. RECORDING. This License Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties. This License shall be recorded by the Licensee on the Property at the expense of the Licensee as soon as practicable following execution.

[Signature pages to follow]

CITY OF FAIRMONT; LICENSOR

By: _____
Lee Baarts, Its Mayor

Date: _____

By: _____
Patricia Monsen, Its City Clerk

Date: _____

COUNTY OF MARTIN)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2023, by Lee Baarts and Patricia Monsen, respectively the Mayor and City Clerk, on behalf of the City of Fairmont, a municipal corporation under the laws of the State of Minnesota, Licensor.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Matthew R York
Director of Public Works/Utilities
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031
507-238-9461

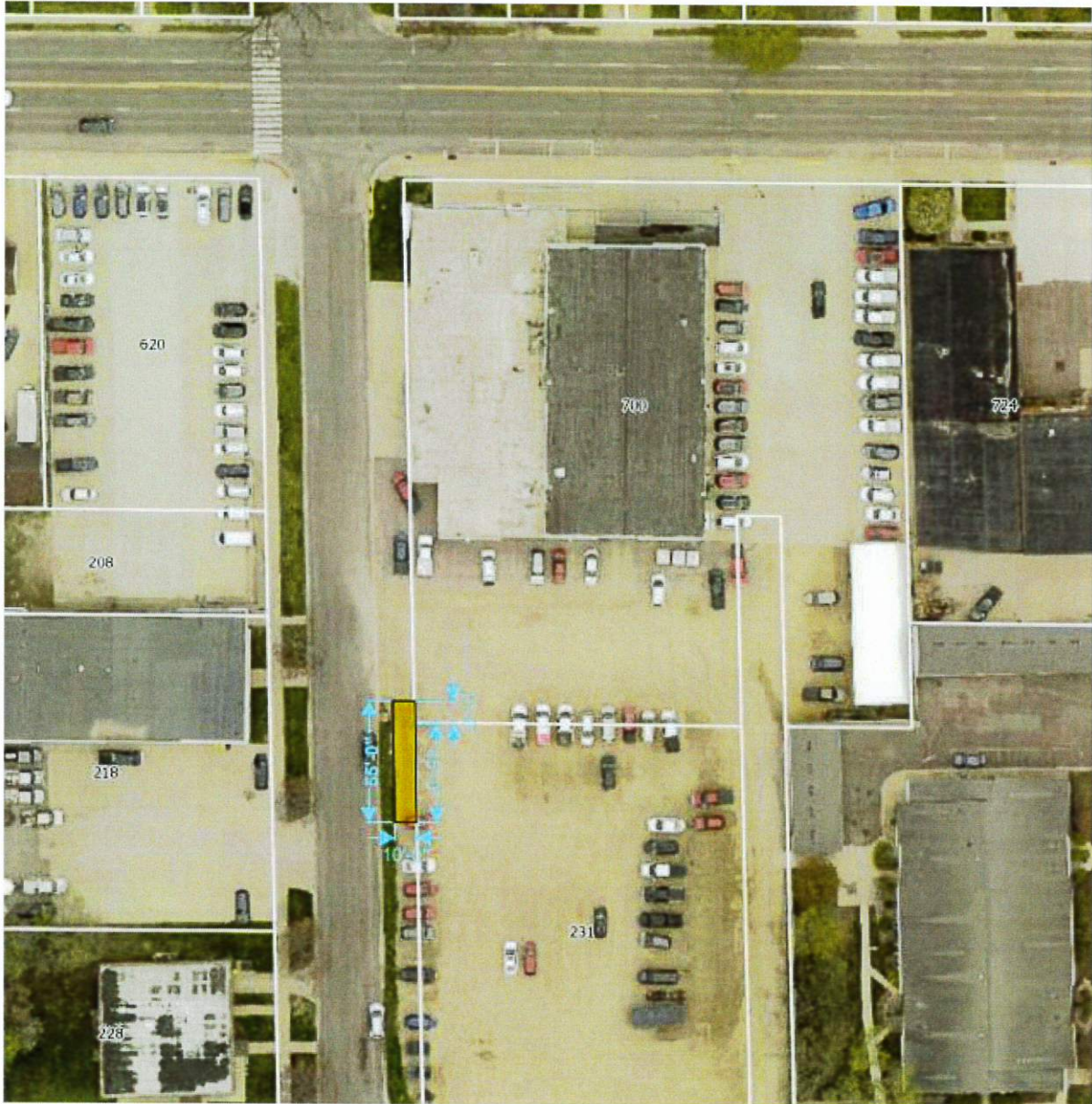
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The West 58 ½ Feet of Lots Five (5) and Six (6), and all of Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19), all of said real estate being in Block Three (3), First Extension of Ward's Central Addition to the City of Fairmont, Martin County, Minnesota, as per map or plat thereof on file and of record in the Office of the Register of Deeds in and for said County and State.

EXHIBIT B

DESCRIPTION AND DEPICTION OF LICENSED PREMISES



LICENSED PREMISES



10 Feet of the Right of Way on South Grant St



Fairmont City Council
August 14, 2023

Agenda Item: 10.3

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Special Deer Hunting Permission for Archery on Agricultural Transition Lands within the City Limits

Policy/Action Requested: To temporarily allow the City Clerk to give written permission for special Deer Hunting Permission for Archery on Agricultural Transition Lands within the City Limits

Vote Required: Simple Majority Roll Call

Recommendation: No recommendation

Overview: Fairmont City Code Section 15-6 prohibits hunting within city limits. It also allows the city administrator to give written permission to hunt within city limits. For several years the city administrator has granted such permission to archery hunters. In 2022, ten permissions were granted. The deer hunting archery season is September 16, 2023 – December 31, 2023. Because we do not currently have a city administrator, this is being brought to council to see if they wish to temporarily allow the City Clerk to authorize such hunting.

The hunter needs to have an authorization form signed by the landowner (sample copy attached). A copy of the Permission Form, which was signed by the city administrator is also attached. A map showing the agricultural transition lands within the city limits has also been attached.

Budget Impact: N/A

Attachments: Hunting Authorization Form, Archery Hunting Acknowledgement and Permission Form, Map

Council Action: _____ Date: _____

CITY OF



HUNTING AUTHORIZATION FORM

I, _____, as landowner/renter of agricultural
(Name of property owner/renter)

property zoned “Agricultural Transition” located within the city limits of the City of Fairmont, do
hereby give my permission authorizing _____ to hunt
(Name of hunter)

deer with a bow and arrow on my property during the dates of **September 17, 2022 through
December 31, 2022.**

Signature of Property Owner

Date



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

Phone (507) 238-9461

Fax (507) 238-9469

ARCHERY HUNTING ACKNOWLEDGEMENT
AND PERMISSION FORM

I, _____, do hereby acknowledge that I have requested to hunt deer with a bow and arrow on property owned by _____ within the city limits of Fairmont, MN. I understand and agree to abide by the following conditions:

1. A signed landowner/renter permission form will be presented to the City.
2. Authorization to hunt deer with a bow and arrow only on the private land owned by _____.
3. Hunting is only authorized during the State of Minnesota’s designated 2022 Deer Archery Season.
4. The State of Minnesota’s hunting laws and regulations must be followed.
5. Trespassing laws apply.
6. In the event a deer is wounded and leaves the property and enters Cedar Creek Park, I will contact the City Administrator at (507-236-1544) for permission to enter the park and retrieve my deer without any type of weapon in my possession. The City Administrator will inform law enforcement that I have entered the park.
7. This permission is granted to me only and for the 2022 season only.

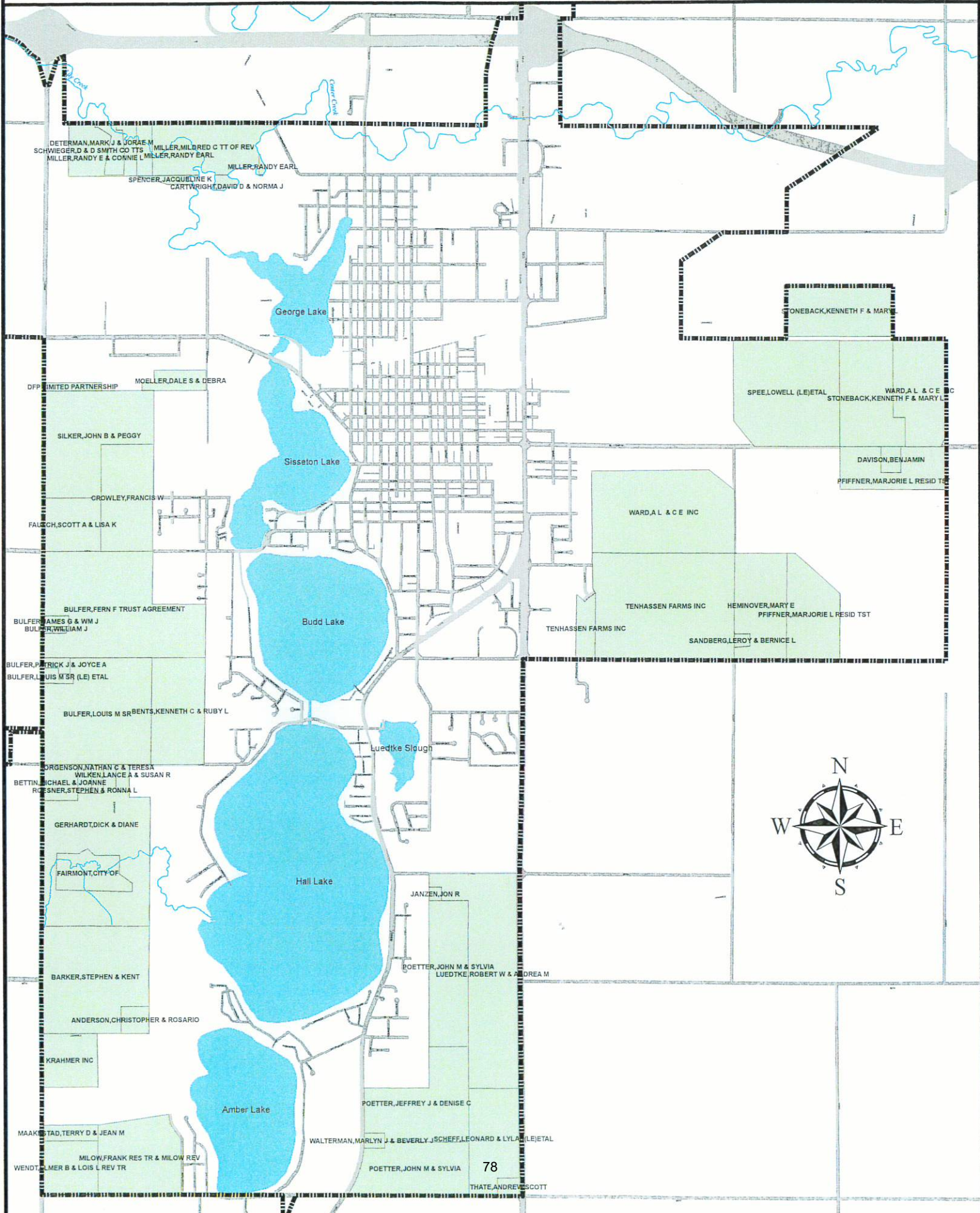
Signature of Hunter

Date: _____

Issued this ____ day of _____, 2022.

City Administrator

Goose Hunting Allowed in City Limits





Fairmont City Council
August 14, 2023

Agenda Item: 10.4

From: Tyler Cowing, Civil Engineer
To: Mayor and City Council

Subject: One Watershed One Plan Memorandum of Agreement & Committee Representative Designation

Policy/Action Requested: Motion approving the Memorandum of Agreement and designating a Policy Committee Representative and Alternate.

Vote Required: Simple Majority Roll Call

Recommendation: As the City of Lakes and an MS4 community, staff believes elected official involvement in the watershed plan would be beneficial to the community.

Overview:

One Watershed, One Plan allows for the City to designate a representative to be part of the Policy Committee that helps guide the watershed plan for the Blue Earth River Watershed. To participate in the Policy Committee and be involved in the planning work, the city is required to sign a Memorandum of Agreement. Following the approval of the Memorandum of Agreement, the City Council may designate the representative and alternate elected officials.

Budget Impact: Travel associated with meeting attendance.

Attachments: Memorandum of Agreement

Council Action: _____ Date: _____

MEMORANDUM OF AGREEMENT

This agreement (Agreement) is made and entered into by and between:

The Counties of Blue Earth, Faribault, Freeborn, Jackson, and Martin by and through their respective County Board of Commissioners; and

The Blue Earth, Faribault, Freeborn, Jackson, and Martin Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors; and

The City of Fairmont, by and through their Council of Members;

Collectively referred to as "Parties" and individually as "Party."

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the City of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to control, regulate and/or prevent stormwater pollution along with soil erosion and sedimentation within the boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and

WHEREAS, the Parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a Comprehensive Watershed Management Plan (Plan) in the Blue Earth River Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as One Watershed, One Plan.

WHEREAS, the Parties desire to apply for grant funding for the above-mentioned planning purposes from the Minnesota Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan through this Agreement as provided herein below.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Blue Earth River Watershed, see Attachment A, map of planning area. The purpose of this Agreement is to collectively develop and adopt, as local government units, a Comprehensive Watershed Management Plan pursuant to Minnesota Statutes § 103B.801 for implementation per the provisions of the Plan. Parties signing this Agreement will be collectively referred to as Blue Earth River Watershed Planning Partnership.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) grant agreement and Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the Plan by all Parties, unless canceled according to the provisions of this Agreement or earlier terminated by law. Parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR, unless otherwise terminated in accordance with law or other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statutes § 471.59, Subd. 5 after the purpose of the Agreement has been completed.
3. **Adding Additional Parties:** A qualifying Party pursuant to Minnesota Statutes § 103B.305, subd. 5 within the Blue Earth River planning boundary desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to June 15, 2023 thereby approving and executing this Agreement. The Party agrees to abide by the terms and conditions of the Agreement following adoption and execution; as well as the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official resolution adopted by its governing body. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the respective Party is responsible.
 - b. **Indemnification:** Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other Party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each Party that this Agreement does not create any liability or exposure of one Party for

the acts or omissions of any other Party(ies). Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. Nothing in this Agreement shall be construed to waive any immunities or limitations to which a Party is entitled under Minnesota Statutes, Chapter 466 or otherwise.

- c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention pursuant to Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to the Martin Soil and Water Conservation District for continued retention.
- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- f. **Amendment:** Any amendment to this Agreement shall be in writing, adopted by each Party in the same manner as the original Agreement.
- g. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- h. **Governing Law.** The laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- i. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- j. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- k. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

- i. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- m. **Force Majeure.** The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, public health pandemic, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event any party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other parties immediately.
- n. **Recitals.** The recitals hereto are made a part hereof.

6. **Administration:**

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the Plan and may appoint one or more technical representatives to an Advisory Committee for development of the Plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee will meet as needed to decide on the content of the Plan, serve as a liaison to their respective boards, and act on behalf of their board. Each representative shall have one vote.
 - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member. The alternate must be an elected or appointed member of the governing body of each respective Party.
 - iii. The Policy Committee will establish bylaws at the first official meeting after execution of this document to describe the functions and operations of the committee(s).
 - iv. The Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the Plan. Members of the Advisory Committee may not be a current board member of any of the Parties.
 - v. The Steering Team will meet as needed to provide logistical organization of the planning process and associated meetings. The Steering Team will also distill feedback from the Advisory Committee and provide direction to the consultant(s).
- b. **Submittal of the Plan.** The Policy Committee will recommend the Plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the

Plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the Plan for submittal by each Party, the Policy Committee will submit the Plan jointly to BWSR for review and approval.

- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the Plan within 120 days of receiving notice of state approval, and provide notice of Plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

7. **Fiscal Agent:** Martin Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:

- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan and sign the grant agreement on behalf of the Parties listed within, and being responsible for BWSR reporting requirements associated with the grant agreement.
- b. Perform financial transactions as part of grant agreement and contract implementation.
- c. Provide for strict accountability of all funds, report (or accurately record) all receipts and disbursements, and annually provide a full, accurate, and complete financial report.
- d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
- e. Retain fiscal records consistent with the agent's records retention schedule until termination of the Agreement. At that time records will continue to be retained by Martin Soil and Water Conservation District.

8. **Grant Administration:** Faribault County Soil and Water Conservation District will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:

- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing the Plan, including being the primary BWSR contact for the One Watershed, One Plan grant agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
- b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
- c. Coordination of Policy and public meetings as required by Minnesota Statutes Chapters 103B and 103D as part of the formal review process for the watershed-based plan, including establishing date, location, time, technology needs, presenters, and any necessary accommodations, such as refreshments.

9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Blue Earth County

Scott Salsbury or successor
Land Use Planner
410 S 5th St PO Box 3566, Mankato MN 56001
Telephone: (507) 304-4381

Blue Earth County SWCD

Jerad Bach or successor
District Manager
1160 S Victory Dr Ste 5, Mankato MN 56001
Telephone: (507) 345-4744

Faribault County

Brandee Douglas or successor
GIS Coordinator
415 S Grove St Ste 8, Blue Earth MN 56013
Telephone: (507) 526-2388

Faribault County SWCD

Nathan Carr or successor
Co-Program Administrator
415 S Grove St Ste 8, Blue Earth MN 56013
Telephone: (507) 526-2388

Freeborn County

Rachel Wehner or successor
Environmental Health Coordinator
411 Broadway S, Albert Lea MN 56007
Telephone: (507) 377-5673

Freeborn County SWCD

Brenda Lageson or successor
District Manager
1400 W Main St, Albert Lea MN 56007
Telephone: (507) 373-5607 ext 3

Jackson County

Daniel Bartosh or successor
Land Management Director
603 S Hwy 86, Lakefield MN 56150
Telephone: (507) 662-6682

Jackson County SWCD

Daniel Bartosh or successor
Land Management Director
603 S Hwy 86, Lakefield MN 56150
Telephone: (507) 662-6682

Martin County

Pam Flitter or successor
Zoning Official
201 Lake Ave Room 104, Fairmont MN 56031
Telephone: (507) 238-3242

Martin County SWCD

Ashley Brenke or successor
District Manager
923 N State St Ste 110, Fairmont MN 56031
Telephone: (507) 235-6680

City of Fairmont

Matthew York or successor
Director of Public Works/Utilities
100 Downtown Plaza, Fairmont MN 56031
Telephone: (507) 238-3942

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

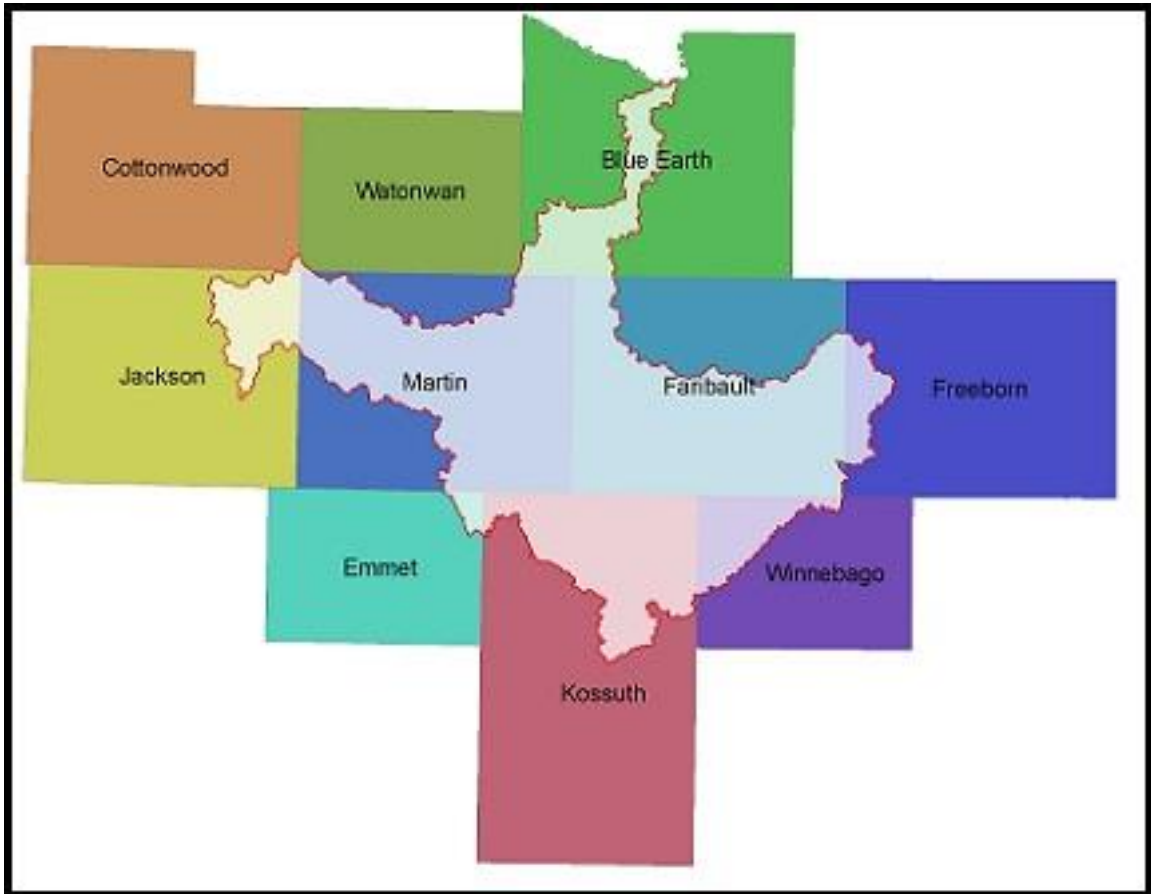
PARTNER: City of Fairmont, Minnesota

APPROVED:

BY: _____
Lee C. Baarts, Mayor Date

BY: _____
Patricia J. Monsen, City Clerk Date

Attachment A





Fairmont City Council
August 14, 2023

Agenda Item: 10.5

From: Paul Hoyer, Finance Director
To: Mayor and City Council

Subject: 2024A Bond Reimbursement

Policy/Action Requested: Motion to adopt Resolution Number 2023-27 approving the reimbursement of certain expenditures from bond proceeds.

Vote Required: Simple Majority Roll Call

Recommendation: Adopt Resolution Number 2023-27

Overview:

The City will be issuing bonds in 2024 to fund the 2023-2024 Street Improvement Program. We will be incurring costs on these projects prior to the sale of bonds, and in order to fund these expenditures from bond proceeds, the City must pass this reimbursement resolution.

Budget Impact: NA

Attachments:

Resolution 2023-27

Council Action: _____ Date: _____

RESOLUTION 2023-27

CITY OF FAIRMONT, MINNESOTA

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF FAIRMONT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE CITY

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of a tax-exempt bond;

WHEREAS, the City has determined to make this declaration of official intent ("Declaration") to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

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

1. The City proposes to undertake the following projects (the "Projects"):
2023-2024 STREET IMPROVEMENT PROGRAM
2. The City reasonably expects to reimburse the expenditures made for certain costs of the Projects from the proceeds of bonds in an estimated maximum principal amount of the following:

G.O. Bonds, Series 2024A	<u>2024 Budget</u> \$3,500,000
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The City may declare other separate statements of reimbursement intent in connection with specific public improvement projects as they are initiated under Minnesota Statutes, Chapters 429 and 444, or for other capital projects, with the understanding that such additional declarations of reimbursement intent will supplement this resolution. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the City, based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Projects and the principal amount of the bonds described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Approved by the City Council of the City of Fairmont this 14th day of August 2023.

Lee C. Baarts, Mayor

Attest:

Patricia J. Monsen, City Clerk



**Council Member Agenda Request
August 14, 2023**

Agenda Item: 11.1

From: Mayor Baarts and Council Member Miller

Subject: City Administrator, Interim City Administrator Search Update

Staff Action Requested: None

Overview: Mayor Baarts and Council Member Miller will give a bi-weekly update on the City Administrator, Interim City Administrator Search.

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
August 14, 2023

Agenda Item: 12.B.1

From: Paul Hoyer, Finance Director
To: Mayor and City Council

Subject: June 30, 2023 Investment Report

Policy/Action Requested:

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation: Information only, no action needed.

Overview:

Attached is the June 30, 2023 investment schedule showing the investments held by the City on that date. The letter next to the investment in the investment policy column indicates the authorizing paragraph in the City’s investment policy. Total interest received during the period was \$323,177.74. The full broker statements are available for inspection upon request.

Budget Impact: We saw a significant rebound in interest rates over the last couple of years. Interest earnings for 2023 is up \$217,003.20 compared to 2022.

Attachments: Investment Schedule

Council Action: _____ Date: _____

**City Of Fairmont
Investment Schedule
6/30/2023**

INV #	Broker	Investment Type	Investment Policy		Cusip	FDIC#	Purchase Date	Maturity Date	Investment Rate	Balance 1-1-23	Purchased	Redeemed	Balance 6-30-23	Date	Interest Received
	Wells Fargo	MM	C	Income					Variable	-			-		130.64
20-12	Wells Fargo	CD	B	Eagle Bank	27002YEV4	34742	3/6/2020	3/6/2023	1.65	245,000.00		245,000.00	-	monthly	996.79
20-39	Wells Fargo	CD	B	Pacific Western Bank	69506YRZ4	24042	9/30/2020	10/2/2023	0.30	245,000.00			245,000.00	3/30	364.48
20-41	Wells Fargo	FHLMC	G	0.32% Coupon	3134GW6E1		11/2/2020	11/2/2023	0.32	500,000.00			500,000.00	5/2	800.00
20-50	Wells Fargo	FHLMC	G	0.32% Coupon	3134GXCA0		11/24/2020	11/24/2023	0.32	500,000.00			500,000.00	5/24	800.00
20-51	Wells Fargo	CD	B	Texas Exchange Bank	88241TJP6	20099	12/18/2020	12/18/2023	0.35	245,000.00			245,000.00	monthly	427.58
21-01	Wells Fargo	FHLB	G	0.50% Coupon	3130AKPW0		1/28/2021	1/28/2026	0.50	500,000.00			500,000.00	1/30	1,250.00
21-02	Wells Fargo	FHLB	G	Step Up YTM 0.623%	3130AL6L3		2/26/2021	2/26/2026	0.50	750,000.00			750,000.00	2/27	1,875.00
21-04	Wells Fargo	FHLB	G	Step Up YTM 0.618%	3130AKZ33		3/3/2021	3/3/2026	0.40	1,000,000.00			1,000,000.00	3/3	2,250.00
21-05	Wells Fargo	FHLB	G	Step Up YTM 0.797%	3130ALGY4		3/16/2021	3/16/2026	0.50	600,000.00			600,000.00	3/16	1,500.00
21-06	Wells Fargo	FHLB	G	Step Up YTM 1.069%	3130ALP99		3/30/2021	3/30/2026	0.50	500,000.00			500,000.00	3/30	2,187.50
21-08	Wells Fargo	FHLB	G	Step Up YTM 1.137%	3130ALVC5		4/14/2021	4/14/2026	0.60	500,000.00			500,000.00	4/14	1,875.00
21-09	Wells Fargo	CD	B	Comenity Bank	99000QPT5	27499	4/29/2021	4/29/2025	0.65	200,000.00			200,000.00	monthly	648.22
21-10	Wells Fargo	FHLB	G	Step Up YTM 1.355%	3130ALZ80		4/29/2021	4/29/2026	0.60	500,000.00			500,000.00	5/1	1,875.00
21-11	Wells Fargo	CD	B	BankUnited	066519QW2	58979	4/14/2021	4/15/2024	0.45	245,000.00			245,000.00	monthly	549.76
21-13	Wells Fargo	CD	B	State Bank of India	856285VS7	33682	5/19/2021	5/19/2026	1.00	245,000.00			245,000.00	5/19	1,214.93
21-14	Wells Fargo	FHLB	G	Step Up YTM 1.287%	3130AMET5		5/27/2021	5/27/2026	0.50	500,000.00			500,000.00	5/30	1,875.00
21-15	Wells Fargo	FHLB	G	0.65% Coupon	3130AMW57		6/30/2021	6/30/2026	0.65	500,000.00			500,000.00	6/30	1,625.00
21-17	Wells Fargo	FHLB	G	Step Up YTM 1.252%	3130ANBG4		7/29/2021	7/29/2026	0.55	1,000,000.00			1,000,000.00	1/30	3,250.00
21-26	Wells Fargo	FHLB	G	Step Up YTM 1.447%	3130APKJ3		10/28/2021	10/28/2026	0.625	450,000.00			450,000.00	4/28	1,968.75
21-30	Wells Fargo	FHLB	G	Step Up YTM 1.964%	3130APV51		11/24/2021	11/24/2026	1.00	440,000.00			440,000.00	5/24	2,200.00
22-01	Wells Fargo	CD	B	JPMorgan Chase Bank	48128WGT6	628	1/31/2022	1/31/2025	1.25	247,000.00			247,000.00	1/31	1,556.44
22-03	Wells Fargo	CD	B	Beal Bank	07371AZC0	32574	3/2/2022	2/26/2025	1.75	245,000.00			245,000.00	3/2	2,126.13
22-24	Wells Fargo	CD	B	Wells Fargo	9497634M5	3511	12/14/2022	12/16/2024	4.75	245,000.00			245,000.00	monthly	5,802.81
23-05	Wells Fargo	CD	B	Amerant Bank	02357QBQ9	22953	3/10/2023	3/10/2027	4.50	-	245,000.00		245,000.00	monthly	2,778.90
Wells Fargo Totals										10,402,000.00	245,000.00	245,000.00	10,402,000.00		41,927.93
101-00000-10400															
	RBC	MM	C	Income					Variable	249,000.00		249,000.00	-		2,256.04
19-09	RBC	CD	B	Morgan Stanley	61760AYR4	34221	4/11/2019	4/11/2024	2.80	246,000.00			246,000.00	4/11	3,434.56
19-10	RBC	CD	B	Sallie Mae	7954502D6	58177	4/10/2019	4/10/2024	2.75	246,000.00			246,000.00	4/10	3,373.23
19-15	RBC	CD	B	Capital One Bank	14042TAQ0	33954	5/30/2019	5/30/2023	2.55	246,000.00		246,000.00	-	5/30	3,110.72

19-18	RBC	CD	B	Capital One National Assn	14042RMA6	4297	7/10/2019	6/26/2024	2.30	246,000.00		246,000.00	6/26	2,821.25
20-37	RBC	GO	E	Oyster Bay NY Taxable GO	692160RX4		8/27/2020	8/15/2024	2.00	470,000.00		470,000.00	2/15	4,700.00
20-40	RBC	CD	B	Federal Farm Credit Bank	3133EL6E9		9/9/2020	9/9/2024	0.42	246,000.00		246,000.00	3/9	516.60
20-42	RBC	GO	E	New Waverly Texas Taxable GO	649143GZ1		10/28/2020	2/15/2025	0.50	180,000.00		180,000.00	2/15	4,500.00
20-43	RBC	GO	E	New Waverly Texas Taxable GO	649143GY4		10/28/2020	2/15/2024	0.40	120,000.00		120,000.00	2/15	3,000.00
20-45	RBC	GO	E	Norwich Connecticut GO	669402C80		10/29/2020	8/1/2024	0.61	240,000.00		240,000.00	2/1	1,020.00
20-46	RBC	CD	B	Bank of the West	06426XUP3	3514	11/4/2020	1/27/2025	0.00	250,000.00		250,000.00		
20-47	RBC	GO	E	Las Virgenes, CA School Dist GO	518021RX0		11/18/2020	9/1/2023	0.50	100,000.00		100,000.00		
20-48	RBC	GO	E	Lennox, CA School Dist GO	526084BX5		11/18/2020	8/1/2023	0.50	200,000.00		200,000.00		
20-49	RBC	GO	E	Eagle Pass Texas Ref Bonds	269731KR5		12/3/2020	3/1/2024	0.60	230,000.00		230,000.00	3/1	1,035.00
20-52	RBC	GO	E	Interboro School District GO	458436WU2		12/16/2020	2/15/2023	0.40	430,000.00	430,000.00	-	2/15	1,986.60
20-53	RBC	GO	E	Stratford Conn GO	8628117S9		12/17/2020	8/1/2024	0.956	250,000.00		250,000.00	2/1	1,195.00
20-54	RBC	GO	E	Cook Cnty IL Cmnty College GO	216057FC8		12/30/2020	6/1/2024	0.900	500,000.00		500,000.00	6/1	2,250.00
21-03	RBC	CD	B	First Bank of Greenwich	31926GBB5	58307	2/5/2021	1/29/2026	0.700	249,000.00		249,000.00	1/30, 5/1	869.11
21-16	RBC	GO	E	Laredo TX Taxable GO	516824MK2		7/20/2021	2/15/2024	0.800	500,000.00		500,000.00	2/15	2,000.00
21-20	RBC	CD	B	Goldman Sachs, New York	38149MXZ1	33124	8/11/2021	8/12/2024	0.600	249,000.00		249,000.00	2/13	753.14
21-25	RBC	CD	B	New York Com Bank - Flagstar Bank	649447VN6	32541	9/10/2021	9/10/2024	0.700	249,000.00		249,000.00	3/10	864.34
21-27	RBC	GO	E	Connecticut ST Taxable GO	20772KNW5		10/28/2021	6/1/2025	0.923	500,000.00		500,000.00	6/1	2,307.50
21-31	RBC	GO	E	Haverstraw GO	419578WW5		11/29/2021	5/1/2024	0.940	400,000.00		400,000.00	5/1	1,880.00
21-33	RBC	GO	E	Jordan MN School Dist GO	480718KM6		12/13/2021	2/1/2024	0.800	150,000.00		150,000.00	2/1	427.50
22-04	RBC	CD	B	American Express Natl Bank	02589ABL5	27471	3/2/2022	3/4/2024	1.600	248,000.00		248,000.00	3/2	1,967.69
22-07	RBC	FHLB	G	Step Up	3130ARCA7		3/28/2022	3/28/2025	1.500	500,000.00		500,000.00	3/28	3,750.00
22-14	RBC	CD	B	Burke & Herbert Bank	121331AN2	11578	8/5/2022	2/5/2025	3.450	249,000.00		249,000.00	monthly	4,283.47
22-18	RBC	CD	B	Lee Bank & Trust	523390AA0	11582	9/28/2022	9/29/2025	4.150	249,000.00		249,000.00	monthly	5,152.60
22-21	RBC	GO	E	New York, NY Taxable GO	64966MQL6		11/7/2022	10/1/2027	5.010	500,000.00		500,000.00	4/3	7,250.00
22-22	RBC	GO	E	Connecticut St Taxable GO	20772KNY1		11/14/2022	6/1/2027	4.900	500,000.00		500,000.00	6/1	3,737.50
23-01	RBC	FHLB	G	4.1% Coupon	3130ASRJ0		1/12/2023	8/8/2025	4.100	-	390,000.00	390,000.00	2/8	7,995.00
23-03	RBC	FHLMC	G	5.0% Coupon	3134GYFL1		2/15/2023	7/30/2026	4.997	-	430,000.00	430,000.00		
23-08	RBC	CD	B	CIBC Bank	12547CBS6	33306	6/14/2023	6/14/2028	4.500	-	244,000.00	244,000.00		
RBC Totals										8,992,000.00	1,064,000.00	925,000.00	9,131,000.00	78,436.85
										101-00000-10405				
	MultiBank Securities	MM	C	Income						-		-		
20-34	MultiBank Securities	CD	B	Bankwell Bank	06654BCL3	57368	7/28/2020	7/28/2023	0.40	249,000.00		249,000.00	1/30	502.09
20-35	MultiBank Securities	CD	B	Flagstar Bank	33847E3X3	32541	7/31/2020	7/31/2024	0.50	249,000.00		249,000.00	1/31	627.62

20-38	MultiBank Securities	CD	B	Jonesboro State Bank	4804PHY4	9325	8/28/2020	8/28/2025	0.30	249,000.00		249,000.00	monthly	620.80
20-44	MultiBank Securities	CD	B	First National Bank Amer, MI	32110YQ57	17438	10/14/2020	9/25/2025	0.50	249,000.00		249,000.00	monthly	496.63
21-07	MultiBank Securities	FHLB	G	Step Up YTM 1.069%	3130ALMH4		3/30/2021	3/30/2026	0.50	500,000.00		500,000.00	3/30	1,250.00
21-18	MultiBank Securities	CD	B	TCM Bank	872308ER8	34535	7/30/2021	7/30/2024	0.50	249,000.00		249,000.00	monthly	620.80
21-19	MultiBank Securities	CD	B	Toyota Financial Savings Bank	89235MLF6	57542	8/5/2021	8/5/2024	0.55	249,000.00		249,000.00	2/6	690.38
21-21	MultiBank Securities	CD	B	BMW Bank	05580AD27	35141	8/27/2021	2/20/2024	0.45	249,000.00		249,000.00	2/21	564.85
21-22	MultiBank Securities	CD	B	Synchrony Bank Retail	87165HC32	27314	9/3/2021	9/3/2024	0.55	249,000.00		249,000.00	3/3	679.12
21-23	MultiBank Securities	CD	B	UBS Bank, Salt Lake	90348JS84	57565	9/9/2021	9/9/2024	0.65	249,000.00		249,000.00	monthly	807.03
21-24	MultiBank Securities	CD	B	Third Federal Savings & Loan	88413QDC9	30012	9/15/2021	3/15/2024	0.40	249,000.00		249,000.00	3/15	493.91
21-28	MultiBank Securities	CD	B	Live Oak Bank	538036SH8	58665	10/1/2021	10/1/2025	0.70	249,000.00		249,000.00	monthly	869.13
21-29	MultiBank Securities	CD	B	Institution for Savings Newburyport	45780PBB0	90250	10/28/2021	10/28/2024	0.70	249,000.00		249,000.00	monthly	869.13
21-32	MultiBank Securities	CD	B	Greenstate Credit Union	39573LCB2	60269	11/23/2021	11/22/2024	0.75	249,000.00		249,000.00	monthly	931.19
22-02	MultiBank Securities	CD	B	Medallion Bank	58404DNA5	57449	1/28/2022	1/28/2025	1.25	249,000.00		249,000.00	monthly	1,551.99
22-05	MultiBank Securities	FHLB	G	Step Up YTM 2.064%	3130AQP8		2/18/2022	2/18/2027	1.30	1,000,000.00		1,000,000.00	2/21	6,500.00
22-06	MultiBank Securities	CD	B	Pentagon Federal	70962LBC5	227	2/18/2022	2/20/2024	1.10	249,000.00		249,000.00	monthly	1,365.75
22-08	MultiBank Securities	FFCB	G	YTM 1.258%	3133EMST0		3/15/2022	3/10/2023	0.14	500,000.00	500,000.00	-	3/10	350.00
22-09	MultiBank Securities	FHLB	G	2.60% Coupon	3130AREH0		4/6/2022	4/6/2026	2.60	500,000.00		500,000.00	4/6	6,500.00
22-10	MultiBank Securities	FHLB	G	2.625% Coupon	3130ARGL9		4/14/2022	4/14/2025	2.625	500,000.00		500,000.00	4/14	6,562.50
22-11	MultiBank Securities	FHLB	G	Step Up YTM 3.353%	3130ARQB0		4/28/2022	4/28/2025	2.375	500,000.00		500,000.00	4/28	5,937.50
22-12	MultiBank Securities	CD	B	Aly Bank	02007GQY2	57803	5/12/2022	5/12/2025	2.950	246,000.00		246,000.00	5/12	3,598.68
22-13	MultiBank Securities	CD	B	Morgan Stanley	61690UH52	32992	5/12/2022	5/13/2024	2.850	246,000.00		246,000.00	5/12	3,476.69
22-15	MultiBank Securities	CD	B	CFG Community Bank	12527CFJ6	34294	8/11/2022	9/11/2025	3.650	245,000.00		245,000.00	2/13	4,508.00
22-16	MultiBank Securities	FHLB	G	3.4% Coupon	3130ASYM5		8/30/2022	8/28/2023	3.400	1,000,000.00		1,000,000.00	2/28	16,811.11
22-17	MultiBank Securities	FHLB	G	4.0% Coupon	3130ASZG7		9/16/2022	9/16/2024	4.000	1,000,000.00		1,000,000.00	3/16	20,000.00
22-18	MultiBank Securities	CD	B	First Internet Bank of Indiana	32056GDP2	34607	9/28/2022	9/28/2024	3.900	249,000.00		249,000.00	monthly	4,842.19
22-19	MultiBank Securities	CD	B	Mountain America Credit Union	62384RAQ9	24692	10/14/2022	10/15/2024	4.750	249,000.00		249,000.00	monthly	5,897.55
22-20	MultiBank Securities	CD	B	Discover Bank	254673W77	5649	10/25/2022	10/25/2027	4.600	244,000.00		244,000.00	4/25	5,596.62
22-23	MultiBank Securities	CD	B	Barclays Bank	BCS5499285	57203	11/16/2022	11/17/2025	4.950	243,000.00		243,000.00	5/16	5,964.82
23-02	MultiBank Securities	CD	B	Baxter Credit Union	07181JAZ7	68187	1/24/2023	1/24/2025	4.800	-	249,000.00	249,000.00	monthly	4,879.04
23-04	MultiBank Securities	FHLMC	G	5.2% Coupon	3134GYJ94		2/24/2023	2/24/2026	5.200	-	1,000,000.00	1,000,000.00		
23-06	MultiBank Securities	CD	B	Northwest Bank	66736ACE7	58752	3/17/2023	3/17/2026	5.000	-	249,000.00	249,000.00	monthly	3,138.09
23-07	MultiBank Securities	CD	B	Sandhills State Bank	800037AQ6	13892	3/30/2023	3/30/2027	5.450	-	249,000.00	249,000.00	monthly	3,420.50

MultiBank Securities Totals 10,957,000.00 1,747,000.00 500,000.00 12,204,000.00 120,923.71

101-00000-10425

13-29	MM	C	4M Fund					Variable	115,436.85	6,080,964.59	3,500,000.00	2,696,401.44	monthly	80,964.59
									<hr/>					
4M Fund Totals									115,436.85	6,080,964.59	3,500,000.00	2,696,401.44		80,964.59
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									101-00000-10430					
13-29	CD	B	Profinium, Fairmont MN		1905				-	1,000,000.00		1,000,000.00		
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Profinium Totals									-	1,000,000.00	-	1,000,000.00		-
									<hr/>					
									101-00000-10410					
20-36	CD	B	1st Farmers & Merchants, Fairmont, MN	111270	33131	7/21/2020	7/21/2023	0.75	500,000.00			500,000.00	4/21	924.66
									<hr/>					
1st Farmers & Merchants Totals									500,000.00	-	-	500,000.00		924.66
									<hr/>					
									101-00000-10415					
									<hr/>					
Total Investments									30,966,436.85	10,136,964.59	5,170,000.00	35,933,401.44		323,177.74



Fairmont City Council
August 14, 2023

Agenda Item: 12.B.2

From: Paul Hoye, Finance Director
To: Mayor and City Council

Subject: 2nd Quarter Financial Report

Policy/Action Requested: No action required.
Vote Required: ____ Simple Majority ____ Roll Call

Recommendation: N/A

Overview:
Finance Director Paul Hoye will present the 2nd Quarter Financial Report.

Budget Impact: NA

Attachments: 2nd Quarter Financial Report

Council Action: _____ Date: _____

City of Fairmont, MN
Statement of Revenues, Expenditures
and Changes in Fund Balance
General Fund
June 30, 2023

Revenues	2023 Budget	2023 Actual	% of Budget	2022 Actual
Taxes	3,894,798	20,365	0.52%	20,338
Licenses & Permits	226,800	90,483	39.90%	128,934
Intergovernmental	4,045,327	40,116	0.99%	1,760
Charges for Services	691,946	333,891	48.25%	402,203
Fines & Forfeits	49,500	18,539	37.45%	18,576
Interest Earnings	55,000	58,100	105.64%	18,929
Miscellaneous	109,086	56,655	51.94%	63,883
Total Revenues	<u>9,072,457</u>	<u>618,149</u>	6.81%	<u>654,623</u>
Expenditures				
Current				
General Government	1,696,346	753,410	44.41%	683,724
Public Safety	4,037,540	1,702,708	42.17%	1,730,991
Streets	1,985,304	889,148	44.79%	821,888
Sanitation	250,933	53,558	21.34%	66,112
Culture & Recreation	1,818,834	727,287	39.99%	668,203
Total Expenditures	<u>9,788,957</u>	<u>4,126,111</u>	42.15%	<u>3,970,918</u>
Revenues/Expenditures	<u>(716,500)</u>	<u>(3,507,962)</u>		<u>(3,316,295)</u>
Other Financing Sources (Uses)				
Sale of Assets	-	-		-
Transfers In	825,000	412,500	50.00%	433,546
Transfers Out	(748,500)	-	0.00%	-
Total Other Financing Sources (Uses)	<u>76,500</u>	<u>412,500</u>		<u>433,546</u>
Net Change in Fund Balance	(640,000)	(3,095,462)		(2,882,749)
Fund Balance, January 1		<u>7,459,467</u>		<u>7,016,752</u>
Fund Balance, June 30		<u>4,364,005</u>		<u>4,134,003</u>
Fund Balance Policy 55%-65%		44.6%		44.9%



Fairmont City Council
August 14, 2023

Agenda Item: 13.1

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Attorney-Client Privilege

Policy/Action Requested: Motion to go into a closed session pursuant to Minnesota Statutes 13D.05, Subd 3(b) to discuss pending litigation.

Vote Required: Simple Majority Roll Call

Recommendation:

Overview:

The Council will go into closed session to discuss pending litigation. The session may be closed pursuant to Minnesota Statutes 13D.05, Subd 3(b).

Budget Impact:

Attachments:

Council Action: _____ Date: _____