

FAIRMONT CITY COUNCIL AGENDA

Monday, March 11, 2024, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
 - 4.1 Presentation of the 2023 Fairmont Police Department Annual Report (03)
 - 4.2 FEDA Update (51)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (52)
6. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
 - A. **Minutes**
 - 6.A.1 Consideration of approving the City Council Minutes from Regular Meeting on February 26, 2024 (53)
 - B. **Check Registers**
 - C. **Other**
 - 6.C.1 Consideration of Joint Powers Agreement with the MN Department of Public Safety/Bureau of Criminal Apprehension and the Fairmont Police Department. (56)
 - 6.C.2 Consideration of a Taproom License with Sunday Sales and a Brewer Off-Sale License with Sunday Sales for FBC Operations LLC, d/b/a Fairmont Brewing Company, pending a satisfactory background investigation (75)
 - 6.C.3 Consideration of an Intoxicating Liquor License and Sunday Liquor License for Interlaken Golf Club, Inc., pending a satisfactory background investigation (76)
 - 6.C.4 Consideration of an Event Permit for the Fairmont Lions Club, Fairmont Lions Club Fly In Breakfast, June 23, 2024 (77)

- 7. Public Hearings**
- 8. Old Business**
- 9. New Business**
 - 9.1** Consideration of the 2023 Year End Fund Balance Designations (80)
 - 9.2** Consideration of the 2023 Interfund Transfers (83)
 - 9.3** Consideration of the Purchase of an Open Shelter for Cedar Park West (85)
- 10. Council Discussion**
- 11. Staff/Liaison Reports**
 - A. Public Works**
 - B. Finance**
 - C. City Administrator**
 - D. Mayor/Council**
 - Hasek - PUC
 - Kawecki
 - Lubenow - HRA
 - Maynard – FEDA
 - Miller – Visit Fairmont, FEDA
 - Baarts
- 12. Adjournment**



STAFF MEMO

Prepared by: Chief Hunter	Meeting Date: 03/11/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 4.1
Reviewed by: Interim Administrator	Item: Presentation of the 2023 Fairmont Police Department Annual Report.		
Presented by: Chief Hunter	Action Requested: None		
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: N/A Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

Every year the Fairmont Police Department assembles our Annual Report to present to the City Council and the Citizens of Fairmont. The Annual Report outlines department activities, personnel information, service related statistics, and involvements. The information contained in the Annual Report is put together by all members of our department. The 2023 Annual Report will be posted on our website www.fairmontpolice.org shortly after this meeting. You can also find our previous Annual Reports posted on our website for your review.

BUDGET IMPACT

N/A

SUPPORTING DATA/ATTACHMENTS

2023 Fairmont Police Annual Report



2023
Fairmont Police
Annual Report

*Presented with Pride and
Respect for those we Serve,
The Citizens of Fairmont.*

Letter from the Chief

(Chief Hunter with his daughter Kelsey on her first day of the 2023-2024 school year.)

I am again very proud to have the opportunity to present the 2023 Fairmont Police Department Annual Report to the Fairmont City Council and the citizens of our community. I have said it previously and I will say it again, our staff and officers truly do consider it an honor to serve our local Fairmont community. We also once again believe that the Annual Report is another way for our agency to continue to be transparent and objective for all members of our community.



We were very pleased to be able to participate in such community-based programs as Adopt a Cop, Fairmont Night Out, Shop with a Cop, and so many other opportunities for our officers to interact with our community during 2023. We also faced some of the same staffing and recruitment issues affecting other law enforcement agencies across Minnesota. Instead of seeing this as a negative, we took this as an opportunity to review services and staffing and evaluate where we stand an agency within our community and our profession. We also took the opportunity to hire three new patrol officers and establish the new CSO-Cadet position during 2023. The CSO-Cadet position focuses on college students enrolled in a law enforcement program to develop them as viable local candidates for several upcoming patrol officer positions with our department. During 2023, the State also continued to add additional training requirements and policy mandates that we reviewed and adopted. Staffing and training will continue to be a focus as we move forward into 2024. During 2023, I also heard some generalized comments that no one in the city does employee evaluations. To clarify that concern, every employee of the Fairmont Police Department has received a formal yearly employee evaluation since I took my position as Chief at the end of 2016. That also includes two additional employee development meetings during the year to invest in our employees and insure success in their roles with our department.

Even with some staffing issues for most of 2023, we still had a slight increase in calls for service over the previous year. We ended 2023 with 9963 calls for service, which was up 9.28% from 9117 calls for service in 2022. We did see a significant drop in narcotics related offense categories during 2023 in part due to legislative changes in the laws regarding recreational cannabis use for adults that took effect in Minnesota in August of 2023. A complete breakdown of statistics can be found at the end of this report. While we do review the number and quantity of the calls handled by our department, our focus continues to remain on the quality of the service we provide on those calls.

As with previous years, we remind our community the initials for our department, **FPD**, stand for our motto, *Fair, Professional, and Dedicated*. We look forward to serving our community in 2024, and we again wish to thank the community for its continued support. It is truly a privilege to serve the Citizens of Fairmont.

Respectfully Submitted,
Chief Michael Hunter

Table of Contents

Letter from the Chief	2
Table of Contents	3
2023 Staff Updates	4-5
2023 Officer of the Year	6
School Resource Officers	7-8
Emergency Response Unit: HEAT	9-10
Adopt a Cop	11-12
Social Media	13
Fairmont Police Crisis Intervention Team	14
Community Outreach	15-16
Controlled Substance Investigations	17
Police Fleet Vehicles	18
Martin County Substance Abuse Prevention Coalition	19-20
Alcohol Sales and Enforcement	21
Fairmont Police Website	22
Records Division	23
Department Training	24-25
Animal Control and Ordinance Enforcement	26
COPs (Citizens on Patrol)	27
Police Civil Service Commission	28
Treatment Courts	29
Emergency Operations Plan	30
Tobacco Sales Education and Enforcement	31
General Statistical Information	32-47



2023 Staff Updates



ABOVE: From left: CSO Cadet, Derek Hughes, Officers Justin Jobe, Theodore Cromwell and Jordan Slater. The four are recent additions to the Fairmont Police Department.

Photo Credit: Fairmont Sentinel

In 2023, the Fairmont Police Department had two officers leave the department for other opportunities and one officer retire from law enforcement. We took that opportunity to add several new faces to our lineup. In April of 2023, we hired Officer Justin Jobe who comes to us after service in the United States Air Force as well as the Mexico, Missouri Police Department, and also serving as a Patrol Officer and the Chief of Police for the City of Truman for several years. Officer Theodore Cromwell joined our department in June of 2023 after serving the City of Westbrook Police Department and the Redwood County Sheriff's Office. Officer Jordan Slater is a familiar face from the Fairmont area and began his law enforcement career with the Fairmont Police Department in June of 2023 after finishing his law enforcement education at Alexandria Technical College.

In May of 2023, we were able to establish a new position within our police department called the Community Service Officer-Cadet (CSO-Cadet). This new position has a focus of developing local law enforcement students as candidates for future patrol officer positions within our department. This is an opportunity for us to develop and retain local students and give them hands on, paid experience in a service role within a law enforcement agency. The CSO-Cadet works a flexible schedule around their college responsibilities with a focus on Animal Control and Ordinance Enforcement. There is also a training part of this position during their assigned duties that focuses on officer development. We also look for them to establish one service related project to benefit our community during their employment. In 2023 our CSO-Cadet was

able to establish a group of volunteers called “Lawn Care by Those Who Care” who focus on assisting those in need with lawn care if they fall behind on mowing their grass due to an injury, illness, financial issues, or other needs determined by the program. We are proud and pleased to have a familiar face to our area as our first CSO-Cadet. In May of 2023 our former Police Intern, Derek Hughes started his CSO-Cadet duties while he is attending Bethany College in Mankato. He will then be attending the law enforcement skills program at Alexandria Technical College during the summer of 2024.

We are very pleased to have all of these new faces as part of FPD.



Officer Bryan Boltjes at his retirement celebration.

In April of 2023, we saw the retirement of Senior Patrol Officer Bryan Boltjes. Officer Boltjes had been in law enforcement since 1995 and had been serving our community since 2001. We thank Officer Boltjes for his service and wish him all the best with his plans for retirement. We also had part-time Arise Academy School Resource Officer Will Murray retire from our department in July of 2023. He will be missed by the staff and students and we wish him all the best as well.

Our regular staffing levels for the Fairmont Police Department continues to be 18 full time police officers, 3 part time police officers, two full time records technicians, one part time community service officer, and one part-time CSO-Cadet.

2023 Officer of the Year



2023 Officer of the Year, Sgt. Mike Beletti

We are very pleased to announce that Sgt. Mike Beletti was nominated by numerous co-workers and has been named the Fairmont Police Department's **2023 Officer of the Year**. Sgt. Beletti came to the Fairmont Police Department in 2010 and has been in his current role as a Sergeant with our department since 2018. During 2023, he has continued his current assignment as the Investigations and Operations Sergeant and is responsible for case management and coordination as well as follow up with our criminal justice partners. Along with that role, Sgt. Beletti also teamed up with another officer to fill a department need and update our Use of Force training and Taser instruction to keep up with changes in Minnesota State Law and POST Board mandates. Sgt. Beletti is also responsible for our squad cars and vehicle equipment which is a challenging task in addition to his primary duties. He has shown an outstanding attention to detail in his casework and has helped to mentor other officers with their investigations and case management.

The nominating officers noted a consistent theme with Sgt. Beletti. They recognized the positive attitude and willingness to help others succeed with their roles and responsibilities. He is patient and is always willing to take the time to listen and offer his assistance. Sgt. Beletti always displays a very respectful demeanor with our community, our criminal justice partners, and our officers to help generate a positive team environment for all to succeed. His focus on putting others first is a clear reflection of his positive leadership style and positive impact on our department and our community.

We congratulate Sgt. Beletti as being selected the 2023 Officer of the Year. We believe his contribution to our team focus within our department and his commitment to our community is a positive representation of the Fair, Professional, and Dedicated service our officers provide in Fairmont. We look forward to the continued excellent level of service that Sgt. Beletti continues to provide for our community on a daily basis.

2023 School Resource Officer



School Resource Officer Shannon Bass with some students at Fairmont Elementary

In 2017, the Fairmont Police Department entered into an agreement with Fairmont Area Schools which commenced on July 1, 2017. This partnership re-established our former School Resource Officer position back in our local school district.

In 2023, Officer Shannon Bass continued his role as the Fairmont School Resource Officer. A position that he has held since November of 2019. Officer Bass has an office at Fairmont Jr/Sr High School and regularly visits and works closely with Fairmont Elementary School. Officer Bass is also able to attend several numerous extra-curricular activities to enjoy the opportunity to interact with the students and staff.

Officer Bass continues to assist with promoting a safe learning environment for staff and students. Officer Bass also performs investigation of crimes committed on school grounds, being available to assist with projects and programs, and working to establish positive relationships and rapport with the students and staff. Officer Bass interacts with students daily and often visits classrooms to provide law enforcement related education as a guest speaker. Officer Bass can often be found spending time chatting with students at their tables in the lunchroom while attempting to steal food from their lunch trays or chatting with them in the hallways. Officer Bass also assists with Child Protection cases that are also reviewed by Human Services.

In 2023, Officer Bass continued the working partnership with the National Child Safety Council (NCSC). The NCSC is an organization that works with local businesses for donations and then provides educational material for all ages. Officer Bass was able to coordinate with Fairmont High School Health teachers and the school nurse, finding out what their needs were and getting them the correct material for their classrooms and office. Officer Bass was also able to

get different handouts and coloring books for elementary school age children. Officer Bass once again assisted with discussion in Health Class to illustrate the dangers and effects of alcohol and driving under the influence.

Officer Bass is also a resource and provides insight on issues that students may be having outside of school that may not be on the radar of school administration and social workers. Officer Bass also meets one on one with students who may be going through challenging times in their life to help them think of better options and make better decisions. Officer Bass also represents the Fairmont Police Department as part of the Martin County Substance Abuse Prevention Coalition, the Adopt-A-Cop program, and in 2023 was able to assist with putting on a bike rodeo for the kids at Fairmont Elementary School.

In 2023, Officer Bass continues to be a positive presence in our local schools. Whether checking on students in school or stopping at their homes for school staff, Officer Bass is always willing to assist. Officer Bass was also a positive presence at the elementary school helping students in the morning to find their way to the correct door to enter school. Officer Bass can also be found attempting to get as many high-fives as he can from students as they leave for the day on their way to the buses.

We are very pleased to have this partnership and we thank the Fairmont Area School District and the community for their support of the SRO.

At the end of the 2022-2023 school year, Arise Academy SRO Will Murray retired from his part-time position with our department. Officer Murray was a valuable partner with Arise Academy and he will be missed by the school and staff.



Officer Bass working with students at Fairmont Senior High School using the "impaired vision" goggles.

2023 Emergency Response Unit (ERU)

In 2023, the Fairmont Police Department continued its association with the regional High Risk Entry and Arrest Team (HEAT). The team is a joint powers coalition that consists of approx. 24 tactical officers, two trained negotiators, three tactical dispatchers and two team medics. The team provides service to the Minnesota cities of Fairmont, Truman, Sherburn, Welcome, Jackson, St. James, Windom, Mountain Lake, Lakefield, Slayton and Pipestone, along with the Minnesota counties of Martin, Murray, Jackson, Rock, Pipestone, Cottonwood, Nobles and Watonwan. The team also provides service to the Iowa cities of Armstrong, Estherville, Spirit Lake, Okoboji, Arnold's Park, Milford, Lake Park, and Spencer, along with the Iowa counties of Dickinson, Clay and O'Brien. The HEAT Team provides coverage to an area of approx. 4750 square miles with a population of approx. 135,000 people. In 2023 the HEAT Team was activated four times and responded to situations ranging from barricaded armed suspects, to serving high risk narcotics warrants.



Camp Dodge Military Base, Johnston IA

The team members are officers and deputies of the coalition agencies and conduct monthly training sessions as part of their membership. In 2023, the team also conducted a multi-day training at Camp Dodge, in Johnston, IA. The team conducts the multi-day training once a year to utilize the various military training facilities on base in a controlled and structured environment. All members of the team are required to carry their cell phones with them on and off duty, which is the method that the team uses to page out members for a request for assistance.

In 2023, the HEAT Team acquired a new command bus after waiting over two years due to shortage issues with vehicle production, changes in manufacturing and other contributing factors. The bus from the initial time of purchase unfortunately had an increase in price of approximately 20% due to the effect of the COVID-19 economy set back.



2023 Command Bus added to the Team in 2023

In 2023, the team member from the Fairmont Police Department was Officer Josh Nelson. Officer Nelson is assigned as a Team Leader. In this position he assists the command staff and with setting of assignments, team training, and assisting with administration and finances. Officer Nelson is also a firearms instructor for the Fairmont Police Department and has continued to bring training from the HEAT Team to the Fairmont Police patrol staff.

In 2023 The HEAT Team was able to perform the year with all scheduled monthly training and all needed call-outs with no issues.



Firearms Training in Estherville IA, in April 2023.

2023 Adopt-A-Cop



2023-2024 Adopt a Cop Officers and the awesome 1st graders at Fairmont Elementary

In September of 2023, the Fairmont Police Department was once again able to hold their adoption celebration. This year the celebration took place in the Budd Room at Fairmont Elementary School. The adoption celebration was led by Chief Michael Hunter and it kicks-off the Fairmont Police Department participating in the Adopt-A-Cop program in partnership with the local first grade students in our community. During the adoption celebration Chief Hunter presents each 1st grade class with a framed certificate and asks them if they are willing to adopt their new officer. Once the adoption has taken place the officers and their new class head off to their classroom to get to know each other. Officers meet with their classroom at least monthly to participate in a variety of activities including reading books, assisting with class projects, presenting on safety topics, and enjoying the fabulous school lunch with the students. This year most all officers were also able to attend their classes Christmas Concert.

The focus of Adopt-A-Cop is to build rapport with children in our community by interacting with them early and often. By doing so, we are building relationships with our youth and starting positive conversations at home. The Adopt-A-Cop program originally began by Sergeant Michael Beletti in 2017 with the assistance of school administrative staff and the 1st grade teachers. Due to the program's success, St. John Vianney Catholic School, St. Paul's Lutheran School, and Fairmont Christian School also adopted an officer into their 1st grade classrooms.

The Fairmont Police Department was lucky enough to have nine officers adopted in total which included six classrooms at the Fairmont Elementary School along with one first grade class at St. John Vianney Catholic School, one first grade class at St. Paul's Lutheran School, and one first grade class at Fairmont Christian School. There is truly no more rewarding feeling for our officers than having an entire first grade class welcome you to be part of their room for the school year.

Officers who volunteered to help make the 2023-2024 Adopt-A-Cop program a great success include Sergeant Mike Beletti, SRO Shannon Bass, Officer Lily Paine, Officer Colin Hagert, Officer Parker Stevens, Officer Dayton Asmus, Officer Jason Christenson, Officer Justin Jobe, and Officer Jordan Slater. We thank all the schools and staff that have welcomed our officers into their classrooms and look to continue this as a yearly partnership with our schools, staff, and students.



Officer Dayton Asmus and his awesome group of 1st graders from St. Paul's Lutheran School. On a special note, Officer Asmus was also a student at St. Paul's Lutheran School when he was in elementary school.



2024 Fairmont Police Social Media

The Fairmont Police Department Facebook page has been frequently utilized Since 2017. Our Facebook page is monitored and updated by administration and our Social Media Team. We follow Fairmont Police Department Policy 339 on social media and our posts are stored and retained in accordance with current data practices law of the State of Minnesota. Our goal is to continue providing useful information to a generation of citizens who receive their news from social media.

When you visit the Fairmont Police Department Facebook page, you will be greeted with the many smiling faces of the police department, events that we partake in and host, as well as a plethora of useful and prudent information that the community members and those alike can benefit from.

Our Facebook page is continuously growing. During the calendar year of 2023, the page gained 492 new followers bringing the totaling following to just over 4,300. The number of times our page was visited came in at 19,481 visits. Finally, the total Facebook reach our page had was an astounding 138.6 thousand with our top post urging our followers to check over their vehicle’s tires ensuring everyone gets to where they are going safely. This specific post showed an engagement of 2,847 with a total reach of 68,486 due to multiple shares.

You can locate our page by searching “Fairmont Police Department” on Facebook or using the link on our website <https://www.fairmontpolice.org>.

<https://www.facebook.com/fairmontminnpd/>



2023 Fairmont Crisis Intervention Team



Minnesota Crisis Intervention Team



Police Officers have become the front-line respondents to people with serious mental illnesses who are in crisis. With the increase of calls to police that involved people with mental illness, responders need to know how to handle these calls differently and effectively. There is currently little training prior to licensing to become a police officer. With the MN POST Board mandates put in place a few years ago, it is not only critical but mandatory that officers have this type of training. The training, which promotes the use of verbal de-escalation skills before using force when confronting a mental health crisis. CIT training has proven to dramatically decrease the risk of injuries or death to both officers and those suffering from a mental health crisis, while helping to reduce the number of repeat calls.

The Fairmont Police Department currently has five officers who have completed additional extensive training in Crisis Intervention. These officers comprise our Crisis Intervention Team. Those members are Sgt. Kotewa, Sgt. Bless, Officer Boltjes, Officer Bass, and Officer Walker. The Fairmont Police Department anticipates adding two new CIT officers in 2023. To be a CIT officer, applicants must complete an intensive 40-hour training hosted by the Crisis Intervention Team of Minnesota. The focused training uses actors to portray real life mental health crisis events that officers respond to as part of their daily duties. The goal of this training is to provide officers with tools to provide the best possible service to members of our community dealing with a mental wellness crisis.

The Crisis Intervention Team (CIT) is focused on assisting community members with access to medical and addiction services rather than placing them into the criminal justice system due to their behaviors if possible. This also promotes officer safety and the safety of the individual in crisis. The Fairmont Police Department is committed to continued growth and education in areas of de-escalation and crisis intervention to provide safe and appropriate services in our community.

2023 Community Outreach

The Fairmont Police Department engaged in a variety of Community Outreach events throughout the year in 2023. Two of our flagship events, Fairmont Night Out and Shop with a Cop were especially successful this year with record high donations and participation from the community. We are very grateful for their support.

2023 Fairmont Night Out



Fairmont Night Out was a great opportunity for us to thank the community for their support by serving them a meal and inviting them for free admission to the Fairmont Aquatic Park. We look forward to this event again in August of 2024. A variety of emergency vehicles were on display and staffed by Fairmont Police Officers, Fairmont Firefighters and Mayo Ambulance personnel. We served 500 meals of hot dogs, chips, cookies, and water all generously donated provide by Hy-Vee of Fairmont and Culligan Water of Fairmont. The community turned out for this event in such huge numbers we quite frankly (pun intended) ran out of hot dogs toward the end of the event. In anticipation of an even larger turnout in 2024, Hy-Vee has already committed to providing 600 hot dogs, chips and cookies for this year’s Fairmont Night Out. After the meal, the Fairmont Fire Department challenged us to a round of best ball mini-golf. Our police team was victorious and won the traveling Mega Bowl Trophy. Fairmont Police Officers and Fairmont Firefighters look forward to this event every year.



Shop with a Cop



Fairmont Police Officers hosted 10 children for shop with a cop in December. Each child was paired with an officer to help them shop for gifts for their family. Wal-Mart employees and police officers' family members helped the children wrap their gifts. All gifts were paid for by generous contributions from Wal-Mart, the Fairmont Lions' Club, Schwan's, and several generous individual donations from people in the community. Fairmont Police Officers enjoy this holiday event as much as the kids that are chosen to participate.

Additional 2023 Community Outreach activities included Upward Bound Open House and Coffee with a Cop, Driver's Education classes, ACE Career Day at Fairmont High School, Martin County Fair, Adopt-a-Cop, Blue Friday Radio Show, Woodland Avenue Halloween, Fairmont Triathlon, and new in 2023, a classroom series for adults regarding phone scams, online safety and personal safety through Community Education and Recreation.

EL DEPARTAMENTO DE POLICÍA DE FAIRMONT

TE INVITA A:

FAIRMONT NIGHT OUT EN EL PARQUE ACUÁTICO!

MARTES, AGOSTO 1, 2023
NATACIÓN ABIERTA GRATÍS DE 4PM-8PM

**SIRVIENDO GRATIS: PERROS CALIENTES/PAPAS
FRITAS/GALLETAS 5PM-630PM**

Únase a los miembros del Departamento de Policía de Fairmont para disfrutar juntos de una comida gratis en el Parque Acuático. Natación libre y disponible para el público. Policía, SWAT, ambulancia y camiones de bomberos en exhibición. Quédate y observa cómo el Departamento de Policía de Fairmont se enfrenta al Departamento de Bomberos de Fairmont en una competencia amistosa de minigolf!



Community Sponsors:

HyVee Calligan Water

Fairmont Night Out August 1, 2023



2023 CONTROLLED SUBSTANCE INVESTIGATIONS

During 2023, the Fairmont Police Department worked together on multiple narcotics cases and arrested multiple individuals on felony narcotics charges. Officers from our agency were able to work with information provided by concerned citizens, interdiction traffic stops, and traditional investigation and case development to enforce the drug laws in our community. Our agency looks to continue its investments into training opportunities for its officers in specialized areas of narcotics recognition/safety/investigations, and narcotics traffic interdiction.

In 2023, there were a total of 18 individuals in Fairmont arrested for drugs categorized as Dangerous Non-narcotics which is the category that includes methamphetamines. This category is down 55% from 2022 that ended with 40 individuals arrested in the same category, and is also a decrease from 44 individuals arrested in this category from five years ago in 2018. Marijuana charges ended at 17 for the year, which is similar to 18 arrests in 2022, and is down slightly from 24 arrests five years ago in 2018. This is a category that is expected to be impacted by the recent legalization of recreational cannabis for adults.

The Fairmont Police Department continued a close partnership with the Minnesota River Valley Drug Task Force (MRVDTF) in 2023, working together to resolve local narcotics related issues. As we begin 2024, the Fairmont Police Department is looking to continue a focus on local narcotics education and enforcement by continuing to utilize the Narcotics Resource Officer program. This local effort will continue focusing on being our coordinated resource for structured information and enforcement within our department during 2024. The Officers assigned to the NRO team are Officer Colin Hagert and Officer Parker Stevens. If you would like to provide information on illegal drug activity to the NRO team please visit our website fairmontpolice.org and click on the Narcotic Enforcement to leave a tip.



Photos from local narcotics cases in 2023.

2023 Police Fleet Vehicles



Fairmont Police Department's squads are fully equipped with the latest technology and equipment, allowing officers to effectively perform their duties. Equipment is replaced on a designated rotation schedule with old equipment being sold on auction to other police agencies. One of the useful pieces of technology is the synchronization of our body worn camera and squad camera. Both cameras automatically activate with the press of a single button or emergency lights trigger the system. Our squads have the ability to automatically upload squad and body worn camera video, wirelessly via a secure network server at the Law Enforcement Center.

Our fleet consists of nine All Wheel Drive (AWD) Ford Explorer Sport Utility Vehicles and one Ford F-150. Our department has a mix of owned and leased vehicles depending on the assignment. The majority of our marked squad cars are leased on a three-year rotation through the State of Minnesota Fleet Services, which allows for a savings of operational costs with all maintenance and repairs being paid for by Fleet Services. There are times that we opt to extend our lease at a significantly reduced cost in cases of low mileage at the end of the original lease. Our Current Fleet consists of fully marked patrol units, unmarked units, and a Community Service Officer truck. A few squads are assigned to department personnel such as the School Resource Officer and Investigators.

Fairmont Police Department's Mobile Command Trailer is utilized at crime scenes, major incidents, or public relations such as the Martin County Fair. Progress is continuing on the revamp of the Mobile Command Trailer to update equipment.



Previous design Fairmont Police "black and white" squad car.

2023 MCSAP (Martin County Substance Abuse Prevention) Coalition

MCSAP has a new look for the 2023 year. This year long time MCSAP Project Coordinator Steph Johnson, stepped down from her position. We thank Steph for her years of leadership and dedication to MCSA. With Steph moving on MCSAP was able to add to its team by hiring Desta Misegades. Desta will work alongside Shelly Larsen as a Project Coordinator. Desta was able to jump right in and participate in new and some old activities throughout the year.

The MCSAP team, which includes School Resource Officer Bass, were able to team up once again to hold the Sticker Shock at the Fairmont Liquor Store this year. MCSAP had a great turn out of students, community members, and Officers to help place stickers on bags and bottleneck hangers on bottles throughout the store. MCSAP also held a Teen Truth Assembly and Teen Truth Youth Leadership Summit with the students of Fairmont Jr/Sr High School. During 2023 Officer Bass and MCSAP continued to assist in the health classes, supplying Impaired Vision Goggles for students to wear while driving peddle carts. This helps the students learn the effects of drugs and alcohol behind the wheel. Officer Bass continues to work with MCSAP sharing ideas and attempting to reach students throughout Martin County.

MCSAP also consists of a student led group called Empower. There is an Empower student led group in all the schools in Martin County. Empower and MCSAP work hand and hand to organize and produce different ideas to bring the community and the youth together. MCSAP and Empower were able to organize the Red Ribbon Week for Fairmont High School, which included four different theme days. MCSAP, with the student help of Empower has also sponsored and organized a couple different Free Fun Nights and free bowling at the bowling alley. Also, in 2023 MCSAP along with all of the other county wide Empower groups teamed together to host a county wide dance again. The event featured free food, games, and door prizes.

The Fairmont Police Department has been an active member of the Martin County Substance Abuse Prevention (MCSAP) Coalition since it was founded in 2011 as the Fairmont Substance Abuse Prevention (FSAP) Coalition. FSAP was funded through a five-year grant provided by the MN Department of Human Services, Alcohol and Drug Abuse Division. In 2016 a federal Drug - Free Communities grant was awarded to expand efforts throughout Martin County. MCSAP is a group of caring community members, school staff, students, elected officials, media, law enforcement, spiritual and business leaders who work together to prevent underage use and abuse of alcohol, tobacco, and other drugs in Martin County youth. MCSAP primarily works to share resources, ideas, and information to raise community awareness to create lasting community change through universal prevention strategies.

MCSAP also partnered together with the Fairmont Police Department and the Martin County Sheriff's Office to offer free Responsible Beverage Server Training to community members at multiple locations throughout the City of Fairmont and Martin County. Officer Dayton Asmus

also worked with MCSAP in providing a free online Tobacco Sales Education training as well as completed compliance checks throughout Fairmont.

We are very pleased to be a part of this hard working group and the positive impact they are making in the Fairmont and Martin County area. If you would like to join and be part of the MCSAP team, meetings are held the second Thursday of the month at 11:30am at the SMEC building.



Officers assisting with MCSAP activities in 2023.

2023 Alcohol Sales Education and Enforcement



Sgt Kotewa and Officer Stevens conducting a RBST in Fairmont with the assistance of Shelly Larsen from MCSAP

The Fairmont Police Department prides itself on being a professional and pro-active law enforcement agency. The sale of alcohol is a legitimate business that plays a valid role in our community but selling alcohol is a privilege that has responsibilities attached to it. Our goal is to keep our community safe of alcohol related deaths and injuries. We work toward that goal by providing education to help keep our area businesses & servers protected from criminal & civil liability and through alcohol compliance checks of area businesses. We are thankful for the positive relationship we enjoy with area businesses and we strive to work together.

On an annual basis the Fairmont Police Department, in partnership with the Martin County Substance Abuse Prevention (MCSAP) Coalition, offers “Responsible Beverage Server Training” (RBST) to all employees of businesses licensed to sell alcohol within Martin County. The course educates servers on the laws governing the sale of alcohol, how to properly check identification, and how to help the business avoid civil lawsuits. The training is also offered upon request for seasonal employees or special event volunteers within Martin County. RBST is free of charge to all attendees and each attendee receives a certificate of completion after attending the training.

The Fairmont Police Department conducts alcohol compliance checks of all businesses licensed to sell alcohol within the City of Fairmont. These checks are done during the twelve months following the annual training offered to business employees. The purpose of the compliance checks is to enforce liquor sale laws within the City. Our goal with the annual checks is 100% success from all businesses by denying sales to all underage buyers and subsequently all persons under 21 that attempt to purchase alcohol. Responsible Beverage Server Training and compliance checks are organized and coordinated by Sgt. Kotewa, Officer Stevens, and Deputy Luis Figueroa.

2023 Fairmont Police Department Website



****Now Hiring****
Employment
Opportunities

Fairmont Police Department's website contains useful information for community members and prospective police officer candidates. We continue to utilize our website to highlight job opportunities and provide application materials online for those applicants who reside outside of our area. In 2023, we hired three full time patrol officers and a CSO/Cadet.

About Us

If you want to learn more about our agency, you will find descriptions on many areas of the police department including Sergeants, Investigations & Operations, Community Outreach, Crime Prevention, Narcotics Education & Enforcement, Community Service Officer, School Resource Officer, Crisis Intervention Team.

How Our PD Works

News & Crime Alerts

Most Wanted

There are several helpful resources including links to various websites, past annual reports and numerous commonly requested forms that you can print directly from the website. This has proven to be helpful for citizens and businesses who no longer need to visit the Law Enforcement Center simply to obtain a form.

Level III POR Info

Helpful Resources

Forms

Contact Us

In 2023, we added our entire policy manual to the website to conform with Minnesota POST Board rules. Citizens are able to view all policies contained in the attached document.

Body Camera Info

Online Police Report

Lastly, citizens are able to submit online police reports via the FPD website. This is an easy to complete form is intended for low-level offenses that do not require an immediate police response. Successfully submitted online police reports are reviewed by the Operations Sergeant and assigned to patrol officers.

Narcotics Enforcement

FPD Department
Policy

<https://fairmontpolice.org/>

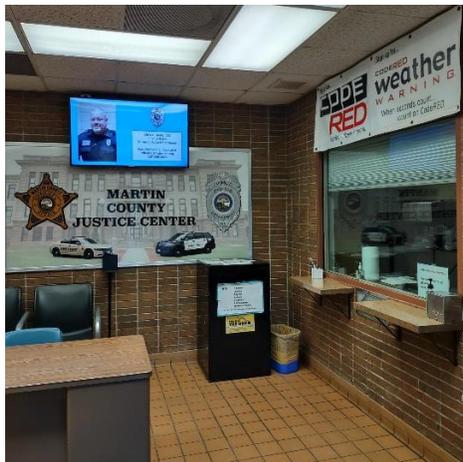
2023 Records Department

CRIMINAL RECORD



The Fairmont Police Records Division was staffed in 2023 by Records Technicians Tegan Quade and Lorie Nuss. Tegan Quade has been serving since October of 2009 and Lorie Nuss started in January of 2022. Our records division is responsible for numerous assignments including customer service at the Law Enforcement Center, reviewing and processing data requests, reporting crime stats, maintaining our records system, processing gun permits to purchase, responding to requests from attorneys, maintaining and organizing our evidence room, tracking property and evidence, maintaining record retention schedules, transcription of statements, and administrative support to the Chief, Captain, and Patrol Officers.

We greatly appreciate the quality of work and the focus on customer service that our Records Technicians provide to our community. As other duties and responsibilities are placed upon our records technicians, we appreciate the quality daily work they provide in support of the services we provide in our community.



2023 Department Training



The Fairmont Police Department takes it upon ourselves to administer a training program that will provide for the professional growth and continued development of our personnel. By doing so, the Department ensures that our personnel possess the knowledge and skill necessary to provide a professional level of service that meets the needs of the Fairmont Community. We continue to offer our officers a variety of professional trainings, which meet the Minnesota Peace Officer Standards and Training requirements and guidelines.

We continued to incorporate cost savings training with internet-based training with our enrollment in PATROL, which stands for Police Accredited Training on Line. This program is developed and sponsored by the League of Minnesota Cities. The use of online technology for training is a huge savings in our Department's budget. Officers have the opportunity to complete monthly online trainings classes during their shift that save on the cost of overtime, travel, registration, and other costs associated with traditional onsite training classes. The cost of the online training averages out to be approximately \$5 per POST credit which is very cost effective for our Department. This also allows our officers to complete our 8 hours of yearly OSHA required training while on duty along with approximately 22 hours of Crisis/Conflict and Community Diversity trainings that are required every 3 years.

The training program is also responsible for the training and supervision of newly hired officers in our Field Training Program. In 2023 our FTO program provides structured training to our three newly hired full-time officers. Our current FTOs are Sergeant Sanow, Officer Hagert, Officer Paine, and Officer Schwebke. Officer Stevens attended FTO training in November 2023 and will start training newly hired officers in 2024.

In 2023, our officers also completed the POST required trainings, which include two yearly firearms qualifications, yearly use of force training, and two additional firearms trainings. We continue to place a focus on employee leadership and development. We had two officers attend Minnesota Chiefs of Police Supervisor Leadership Development Training and two Sergeants finished the Minnesota Bureau of Apprehension Supervision and Management Program. We also had an officer attended Firearms Armor training, two officers attended PEER

Support Team training, and two officers attended DMT-G (Data Master) training at the Minnesota Bureau of Apprehension. The Minnesota POST Board also requires officers to go through Pursuit/Pit refresher training every five years which several officers attended this year at the Minnesota Driving Training Center in St. Cloud, MN.



2023 Animal Control and Code Enforcement

In 2023, CSO-Cadet Derek Hughes began employment with the Fairmont Police Department. Hughes is the first to hold the CSO-Cadet position as a current Law Enforcement student. Upon graduation, Hughes will have the opportunity to become a full time police officer with FPD. Hughes works alongside CSO Brad Buhmann where they coordinate efforts with Animal Control and Code Enforcement.

At the end of 2023, CSOs Buhmann and Hughes handled 167 Parking complaints, 106 Animal Complaints, and 537 ordinance violations. CSO has also assisted the Fairmont Police Department with other calls, squad car issues, and equipment.

With the CSO able to focus on animal control and ordinance enforcement, they ended 2023 with an increase in ordinance enforcement complaints compared to 2022 (354 calls). Our CSOs again want to remind people to please keep the lawns cut during the summer and the sidewalks cleared in the winter. These are both common complaints reported to the police department.

In June of 2023, the Fairmont Cleanup Day was a great success. Community members donated their time and vehicles to assist people in the community that need help removing junk items from their homes, yards and garages. Our local Sentence to Service Crew also assisted in the clean-up efforts.

Citizens were able to donate unused City of Fairmont Coupons to help their neighbors with the Citywide Cleanup Day. CSO Buhmann was able to help distribute the coupons to people in need to help with clean up in our community. The coupon donation program is just one more tool that helps (CSO) Buhmann resolve problems of junk in the community.

Animals at large and barking dogs continue to be a regular animal control issue in Fairmont. We continue to focus on helping our community members be responsible pet owners. A city license for your dog or cat is only \$10.00 dollars and is good for two years.

We hope to see a decrease in the numbers of ordinance related calls in 2024. This can be achieved by being responsible with your own property and helping your neighbor during their time of need. Take the opportunity to be a good neighbor and help each other out instead of calling in an anonymous report. The Fairmont Police Department and City Hall will continue to educate the community on solid waste and junk related issues.



New Ordinances

[Code of Ordinances | Fairmont, MN | Municode Library](#)

Link to the City of Fairmont Ordinances on www.fairmont.org

2023 Citizens On Patrol (C.O.P)



The Citizens On Patrol (COP) program has been active for over 15th years serving the citizens of Fairmont. The 2023 COP team, comprised of local VFW Post 1222 members were: Harry Brumbaugh, Steve Langford, and Darrel Krahler. Harry Brumbaugh continues to serve as the leader and coordinator for the group as well as being the liaison to the Fairmont PD. Captain Eric Tonder supervises the COP Program for the department.

COP members volunteers their time to help the Fairmont PD function more efficiently by assisting with events, which require additional people. They are equipped with a light blue polo shirt, jacket, flashlight, and OC spray. Each COP proudly wears their VFW Post baseball cap in recognition of their honorable service to our country and their membership to the organization. COPs receive training on OC usage and conflict resolution. Their duties are to observe and report, not to directly engage in any conflict or intercede in criminal activity they may observe.

The COPs provided foot patrol and security at the Martin County Fair to help maintain a safe and fun atmosphere for all fair attendees. COPs have a proud history of quickly assisting in locating children that were separated from their parents. Throughout the year our COPs provide traffic control assistance & patrol for the IHD Parade, July 4th fireworks, Woodland Halloween, Glows Parade, and street dances. In the summer, COPs patrol our local parks to provide a presence and have positive contacts with the public. COPs are on the lookout for criminal activity like vandalism or unsafe driving in the parks, and they will contact an on duty officer to respond as needed.

The COPs service to the Fairmont PD and this community throughout the year is greatly appreciated. They donate hundreds of hours of their time annually, often during the holidays & weekends. We are very thankful for their dedicated service to the department and the citizens of Fairmont. We hope that area residents will take the time to thank a COP for volunteering their time and for their military service to our country.

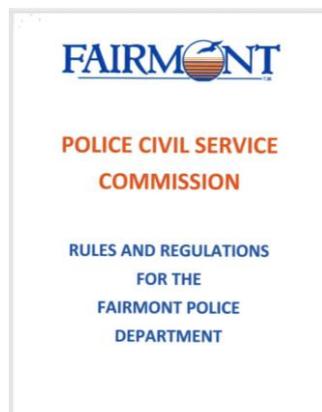
2023 Police Civil Service Commission



*2023 Fairmont Police Civil Service Commission members
Paula Eppens, Dan Thiesse, John Korsmo*

The Fairmont Police Civil Service Commission is comprised of three community members who are responsible for providing civilian assistance and oversight to the Fairmont Police Department with regards to personnel related issues including initial hiring, promotions, and other civil service related activities. The Police Civil Service Commission adheres to the rules and regulations set forth in the Police Civil Service Commission policy book and Minnesota State Law. Police Civil Service Commission members are appointed to a three year term at the approval of the City Council.

In January of 2023, the Commission held its yearly, required in person meeting. During the year a fair amount of Commission business is conducted by email. For 2023 the Fairmont Police Civil Service Commission was again comprised of Dan Thiesse, John Korsmo, and Paula Eppens. 2023 was Commissioner Thiesse's last year on the Police Civil Service Commission. We thank him for his years of service to our community. These Commission members volunteer their time to insure that the voice of the community we serve is heard with regards to the operations of the Fairmont Police Department. We thank our current Commission and look forward to continuing our positive working relationship in 2024.



2023 Treatment Court



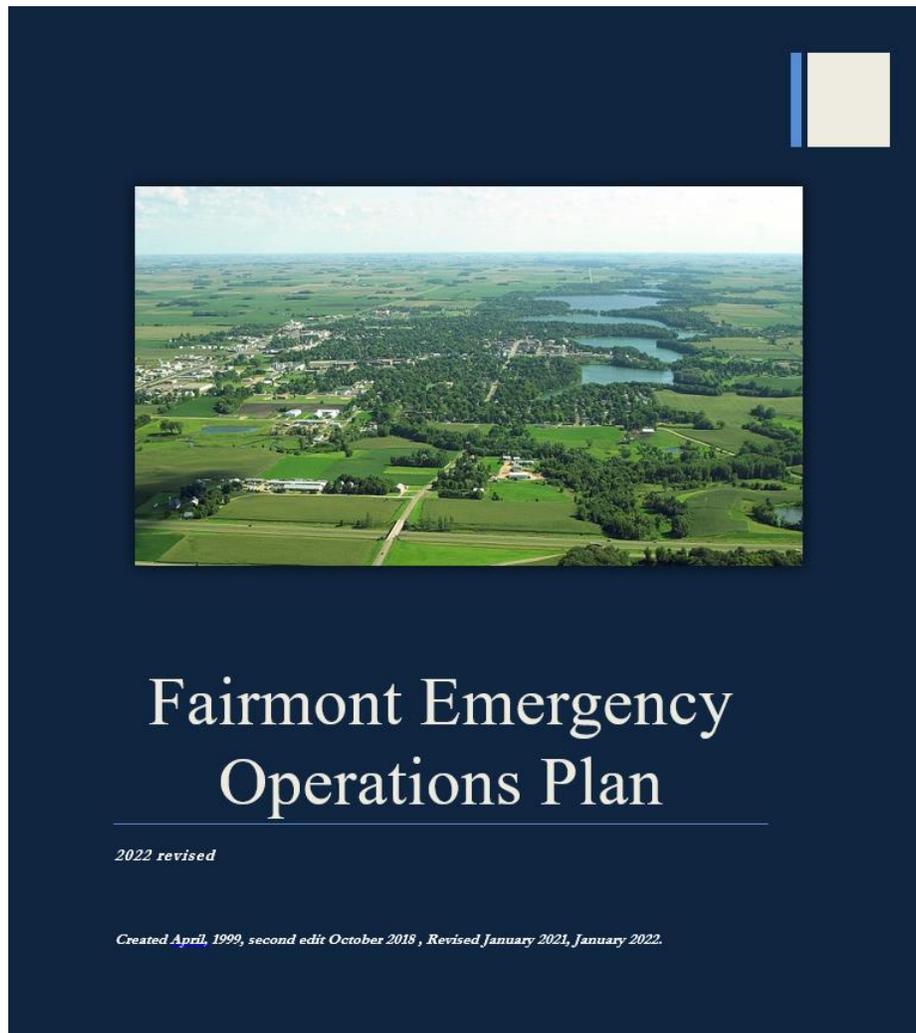
The FMJC (Faribault, Martin, Jackson, Cottonwood) County Adult and Family Dependency Treatment Courts are a multi-county drug court that combines the participating counties to form one court. The program is made up of one staffing team, one steering committee, and one policy manual. All court hearings take place in Fairmont, MN at the Martin County Courthouse. The court is unique as it provides a closer working relationship between chemical dependency treatment and the criminal justice system; which includes prosecutors, defense attorneys, law enforcement, probation, and judges.

Law enforcement plays an important role in FMJC Treatment Court program. Fairmont Officers conduct over 300 in person random checks on participants in the program throughout the year in 2023. Officers make sure the participants are not under the influence, following curfew requirements, conducting random drug & alcohol testing, and assessing the well-being & needs of the participants during their contacts. Officers also have the opportunity to build rapport with participants by having positive contacts with them during their checks.

The court assists with early intervention, treatment, and rehabilitation of non-violent high risk & high need offenders who are assessed as being chemically dependent. It provides an excellent opportunity for those who wish to change circumstances in their lives and break the cycle of chemical dependency. The minimum time a participant must be in the program is 18 months and participants must plead guilty to their offense(s) prior to being accepted. If a participant drops out or is removed from Treatment Court for non-compliance they may be sentenced to jail or prison for the prior offense(s).

Our goals are to support administrative personnel and the participants who are in Treatment Court by doing our part to help them succeed in the program and in their own future. We look forward to continued success of the Treatment Court program and the participants.

2023 *Emergency Operations Plan*



On March 9, 2020, The Fairmont City Council voted to unanimously approve Resolution 2020-16 and the adoption of the Fairmont Emergency Operations Plan (EOP). This plan was developed as a partnership between the Fairmont Police Department and the Martin County Sheriff's Office Emergency Management Division. The plan was originally developed in April of 2018 with a draft revision started in October of 2018. The final project was presented to the Fairmont City Council for review and approval in 2020. The EOP was reviewed and revised in January of 2021, January of 2022, and reviewed again in January of 2023. Our goal is to conduct a yearly review and revision to continue to keep the EOP current and up to date to provide a frame work for operations for our community during their time of need. We greatly appreciate our partnership with the Martin County Sheriff's Office and their work on this project.

2023 Tobacco Sales Education and Compliance



The Fairmont Police Department continues to take a proactive stance on sales of tobacco within our community and ensuring that all businesses within our community are making the same efforts to keep tobacco and tobacco related products out of the hands of our youths. In 2020, we saw new tobacco laws for the state of Minnesota. The new laws relate specifically to the sales of tobacco, rather than the purchase of tobacco, in an effort to hold the seller responsible rather than the buyer. The legal buying age was changed from 18 years of age to 21 years of age.

In 2023, we continued an online training format presented to local retailers rather than in person training. This was due to in person training generally bringing a low number of participants over the last several years. The expectation was that this change would allow retailers to have their employees complete the training online while they were at work rather than having to coordinate a way to send all of their employees off site to a single day training. A certificate of completion is presented to each user through the website after they complete the training portion and are successful in passing a final quiz.

The training information and notification of upcoming compliance checks were delivered to all tobacco retailers within the city limits. Tobacco compliance checks were conducted within the city of Fairmont with the assistance of a 19-year-old undercover buyer. There were 15 active licenses in the city of Fairmont at the time, but only 14 of them operational. Of the 14 retailers checked, only one resulted in a failure where an employee sold to the underage buyer. As a result of the failure and following investigation, one individual was cited for selling to the underage buyer due to failing to properly check ID prior the sale of tobacco. Once all charges are completed through courts, license holders will receive formal notice of the failure and the potential for civil penalties against them and their tobacco license.

The Fairmont Police Department will continue to work with our local tobacco retailers as 100% compliance is our main goal and to ensure the safety of the youths in our community.

General Statistical Information



The following pages contain general statistical information regarding the categories of calls for service handled by the Fairmont Police Department in 2023. The information is also broken down to show the number of calls categorized by the day of the week. In 2023, Monday accounted for the most calls for service, which was the same in 2022. The leading categories in calls for service in 2023 were consistent with previous years and continue to be: Traffic Stops, Animal Complaints/Bites, Escorts, Directed Patrols, Information Calls, Civil Calls, Parking Offenses, and Ordinance Violations. Upon review of the calls for service by time of day in 2023, 2100-2200 (9pm to 10pm) was the highest call for service time frame which is the same as 2022. In 2023, 0200-0300 hours was the lowest calls for service time when in previous years it was 0500-0600.

In 2023 our officers responded to 9963 calls for service per our IBR records. This is up slightly at 9.28% from 2022 where we ended with 9117 calls for service. Our Part I and Part II Crime Rates are reported annually to the MN State BCA and then the federal government. We are assigned a crime rate calculated at per 100,000. The number assigned is not the actual total number of crimes that occurred, but is converted to a crime rate based upon a population of 100,000 for equal comparison to other municipalities. In 2023 our Crime Rate was reported at 5295 which is a slight increase of 0.51% from our final 2022 Crime Rate number of 5268, and a significant decrease of 35.86% from five years ago when our final reported rate was 8256 in 2018. Several factors play into these figures, but we would love to see this downward trend in Part I and Part II crimes continue, and look to work with our community partners to make that happen.

Following the information on calls for service you will find Drug Arrest Information by Category for 2023, 2022, and for comparison the information from five years ago for 2018. These are the arrest numbers reported to the State of Minnesota. The information shows a significant decrease during 2023 of 55% in arrests for the category “Dangerous Non-Narcotics”. This is the category that includes methamphetamines and is a decrease over the numbers in that category from 2018. There were 18 arrests in that category in 2023 along with 40 arrests in 2022 and 44 in 2018. Arrests for drugs in this category have continued to decrease over the last five years. Part of that decrease has been the arrest of some larger sellers of methamphetamines in recent years that affects the availability of those narcotics in our community. Arrests for marijuana have remained consistent during this period with 16 arrests in 2023, 17 in 2022, and 24 arrests in 2018. As previously stated, the new recreational cannabis laws for adults will have an impact in these numbers moving forward.



2023 Drug Arrest Information

Crime Reporting System	Arrests for Drug Abuse Violations	Page: 1 of 1
ORI: MN0460100	Report Period: 01/01/2023 - 12/31/2023	Report Date: 1/17/2024
Agency: Fairmont Police Dept		Population: 10,369

Arrests by Drug Category and Offense													
Arrestee Ages in Years	Total Drug Arrests by Age	Heroin, Cocaine, Opium, Morphine, Codeine, etc.			Marijuana			Synthetic or Manufactured (Demerol, Methadones, etc.)			Dangerous Nonnarcotics (Methamphetamine, Barbiturates, Bensedrine, etc.)		
		Sale or Mfg	Possess	Total	Sale or Mfg	Possess	Total	Sale or Mfg	Possess	Total	Sale or Mfg	Possess	Total
Under 10	0	0	0	0	0	0	0	0	0	0	0	0	0
10 - 12	0	0	0	0	0	0	0	0	0	0	0	0	0
13 - 14	0	0	0	0	0	0	0	0	0	0	0	0	0
15	2	0	0	0	0	2	2	0	0	0	0	0	0
16	2	0	0	0	0	2	2	0	0	0	0	0	0
17	2	0	0	0	0	2	2	0	0	0	0	0	0
Under 18 Totals	6	0	0	0	0	6	6	0	0	0	0	0	0
18	2	0	0	0	0	2	2	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0	0	0
20	1	0	0	0	0	1	1	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0
23	1	0	0	0	0	1	1	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0	0	0
25-29	3	0	0	0	0	1	1	0	0	0	0	2	2
30-34	3	0	0	0	0	0	0	0	0	0	0	3	3
35-39	10	0	0	0	0	3	3	0	0	0	0	7	7
40-44	4	0	0	0	0	1	1	0	0	0	0	3	3
45-49	4	0	0	0	0	1	1	0	0	0	0	3	3
50-54	0	0	0	0	0	0	0	0	0	0	0	0	0
55-59	0	0	0	0	0	0	0	0	0	0	0	0	0
60-64	0	0	0	0	0	0	0	0	0	0	0	0	0
65 and over	0	0	0	0	0	0	0	0	0	0	0	0	0
18 & Over Totals	28	0	0	0	0	10	10	0	0	0	0	18	18
Grand Totals	34	0	0	0	0	16	16	0	0	0	0	18	18

2022 Drug Arrest Information

Crime Reporting System	Arrests for Drug Abuse Violations	Page: 1 of 1
ORI: MN0460100	Report Period: 01/01/2022 - 12/31/2022	Report Date: 1/6/2023
Agency: Fairmont Police Dept		Population: 9,852

Arrests by Drug Category and Offense													
Arrestee Ages in Years	Total Drug Arrests by Age	Heroin, Cocaine, Opium, Morphine, Codeine, etc.			Marijuana			Synthetic or Manufactured (Demerol, Methadones, etc.)			Dangerous Nonnarcotics (Methamphetamine, Barbiturates, Benzedrine, etc.)		
		Sale or Mfg	Possess	Total	Sale or Mfg	Possess	Total	Sale or Mfg	Possess	Total	Sale or Mfg	Possess	Total
Under 10	0	0	0	0	0	0	0	0	0	0	0	0	0
10 - 12	0	0	0	0	0	0	0	0	0	0	0	0	0
13 - 14	0	0	0	0	0	0	0	0	0	0	0	0	0
15	3	0	0	0	0	3	3	0	0	0	0	0	0
16	1	0	0	0	0	1	1	0	0	0	0	0	0
17	2	0	0	0	0	2	2	0	0	0	0	0	0
Under 18 Totals	6	0	0	0	0	6	6	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0	0	0
20	4	0	0	0	0	3	3	0	0	0	0	1	1
21	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0
23	3	0	0	0	0	0	0	0	0	0	0	3	3
24	0	0	0	0	0	0	0	0	0	0	0	0	0
25-29	12	0	2	2	0	2	2	0	0	0	0	8	8
30-34	9	0	0	0	0	2	2	0	0	0	0	7	7
35-39	9	0	1	1	0	0	0	0	0	0	0	8	8
40-44	10	0	0	0	0	2	2	0	0	0	0	8	8
45-49	3	0	0	0	0	1	1	0	0	0	0	2	2
50-54	2	0	0	0	0	1	1	0	0	0	0	1	1
55-59	1	0	0	0	0	0	0	0	0	0	0	1	1
60-64	1	0	0	0	0	0	0	0	0	0	0	1	1
65 and over	0	0	0	0	0	0	0	0	0	0	0	0	0
18 & Over Totals	54	0	3	3	0	11	11	0	0	0	0	40	40
Grand Totals	60	0	3	3	0	17	17	0	0	0	0	40	40

2018 Drug Arrest Information

Five years ago for comparison

Crime Reporting System	Arrests for Drug Abuse Violations	Page: 1 of 1
ORI: MN0460100	Report Period: 01/01/2018 - 12/31/2018	Report Date: 1/17/2024
Agency: Fairmont Police Dept		Population: 10,053

Arrests by Drug Category and Offense													
Arrestee Ages in Years	Total Drug Arrests by Age	Heroin, Cocaine, Opium, Morphine, Codeine, etc.			Marijuana			Synthetic or Manufactured (Demerol, Methadones, etc.)			Dangerous Nonnarcotics (Methamphetamine, Barbiturates, Benzedrine, etc.)		
		Sale or Mfg	Possess	Total	Sale or Mfg	Possess	Total	Sale or Mfg	Possess	Total	Sale or Mfg	Possess	Total
Under 10	0	0	0	0	0	0	0	0	0	0	0	0	0
10 - 12	0	0	0	0	0	0	0	0	0	0	0	0	0
13 - 14	0	0	0	0	0	0	0	0	0	0	0	0	0
15	1	0	0	0	0	1	1	0	0	0	0	0	0
16	5	0	0	0	0	5	5	0	0	0	0	0	0
17	2	0	0	0	0	2	2	0	0	0	0	0	0
Under 18 Totals	8	0	0	0	0	8	8	0	0	0	0	0	0
18	1	0	0	0	0	1	1	0	0	0	0	0	0
19	2	0	0	0	0	1	1	0	0	0	0	1	1
20	0	0	0	0	0	0	0	0	0	0	0	0	0
21	4	0	0	0	0	1	1	0	0	0	0	3	3
22	6	0	0	0	0	2	2	0	0	0	0	4	4
23	4	0	0	0	0	1	1	0	0	0	0	3	3
24	2	0	0	0	0	1	1	0	0	0	0	1	1
25-29	13	0	0	0	0	2	2	0	0	0	0	11	11
30-34	13	0	0	0	0	4	4	0	0	0	0	9	9
35-39	4	0	0	0	0	0	0	0	0	0	0	4	4
40-44	7	1	0	1	0	2	2	0	0	0	0	4	4
45-49	1	0	0	0	0	0	0	0	0	0	0	1	1
50-54	3	0	0	0	0	0	0	0	0	0	1	2	3
55-59	1	0	0	0	0	1	1	0	0	0	0	0	0
60-64	0	0	0	0	0	0	0	0	0	0	0	0	0
65 and over	0	0	0	0	0	0	0	0	0	0	0	0	0
18 & Over Totals	61	1	0	1	0	16	16	0	0	0	1	43	44
Grand Totals	69	1	0	1	0	24	24	0	0	0	1	43	44

2023 Part I and Part II Crime Report

Crime Reporting System		Minnesota Return A				Report Date: 1/17/2024	
ORI: MN0460100		Report Period: 01/01/2023 - 12/31/2023				Population: 10,369	
Agency: Fairmont Police Dept							
Offenses and Clearances by Classification							
Offense Classification	Totals	Offenses Reported or Known	Offenses Unfounded	Total Actual Offenses	Crime Rate per 100,000	Cleared by Arrest or Exceptional Means	Cleared Involving only Under 18 Years Old
Murder & Nonnegligent Manslaughter	Totals	0	0	0	0	0	0
Manslaughter by Negligence	Totals	0	0	0	0	0	0
Rape							
Completed		4	0	4	39	4	1
Attempted		0	0	0	0	0	0
Totals		4	0	4	39	4	1
Robbery							
Firearm		0	0	0	0	0	0
Knife or Cutting Instrument		0	0	0	0	0	0
Other Weapon		0	0	0	0	0	0
Strong Arm (hands, fist, feet, etc.)		0	0	0	0	0	0
Totals		0	0	0	0	0	0
Assault							
Firearm		2	0	2	19	2	0
Knife or Cutting Instrument		3	0	3	29	3	1
Other Weapon		6	0	6	58	3	0
Hands, Fist, Feet, etc. (aggravated injury)		2	0	2	19	2	0
Totals		13	0	13	125	10	1
Burglary							
Forcible Entry		5	0	5	48	1	0
Unlawful Entry (no force)		1	0	1	10	0	0
Attempted Forcible Entry		0	0	0	0	0	0
Totals		6	0	6	58	1	0
Larceny-theft	Totals	162	0	162	1,562	46	2
Motor Vehicle Theft							
Autos		2	0	2	19	1	0
Trucks & Buses		3	0	3	29	0	0
Other Vehicles		0	0	0	0	0	0
Totals		5	0	5	48	1	0
Arson	Totals	1	0	1	10	0	0
Human Trafficking - Commercial Sex Acts	Totals	0	0	0	0	0	0
Human Trafficking - Involuntary Servitude	Totals	0	0	0	0	0	0
Part I Totals		191	0	191	1,842	62	4
Part II Offenses							
Other Assaults (simple, not aggravated)		44	0	44	424	32	6
Forgery & Counterfeiting		11	0	11	106	4	0
Fraud		26	0	26	251	9	0
Embezzlement		0	0	0	0	1	0
Stolen Property (buy, receive, possess)		0	0	0	0	0	0
Vandalism		52	0	52	501	12	4
Weapons (carry, possess, etc.)		13	0	13	125	4	1
Prostitution & Commercialized Vice		0	0	0	0	0	0
Sex Offenses (except Rape & Prostitution)		6	0	6	58	5	2
Drug Abuse Violations		44	0	44	424	26	2
Gambling		0	0	0	0	0	0
Family & Children		4	0	4	39	4	0
Driving Under the Influence		30	0	30	289	29	1
Liquor Laws		6	0	6	58	5	0
Drunkennes - MN statute repealed 1971		0	0	0	0	0	0
Disorderly Conduct		42	0	42	405	39	19
Vagrancy		0	0	0	0	0	0
All Other Offenses (except traffic)		80	0	80	772	72	13
Suspicion - not a crime in MN		0	0	0	0	0	0
Part II Totals		358	0	358	3,453	242	48
Curfew & Loitering (persons under 18)		0	0	0	0	0	0
Runaways (persons under 18)		0	0	0	0	0	0
Grand Totals		549	0	549	5,295	304	52

2022 Part I and Part II Crime Report

Crime Reporting System		Minnesota Return A				Report Date: 1/6/2023	
ORI: MN0460100		Report Period: 01/01/2022 - 12/31/2022				Population: 9,852	
Agency: Fairmont Police Dept							
Offenses and Clearances by Classification							
Offense Classification	Totals	Offenses Reported or Known	Offenses Unfounded	Total Actual Offenses	Crime Rate per 100,000	Cleared by Arrest or Exceptional Means	Cleared Involving only Under 18 Years Old
Murder & Nonnegligent Manslaughter	Totals	0	0	0	0	0	0
Manslaughter by Negligence	Totals	0	0	0	0	0	0
Rape							
Completed		5	0	5	51	5	1
Attempted		0	0	0	0	0	0
Totals		5	0	5	51	5	1
Robbery							
Firearm		0	0	0	0	0	0
Knife or Cutting Instrument		0	0	0	0	0	0
Other Weapon		1	0	1	10	1	0
Strong Arm (hands, fist, feet, etc.)		0	0	0	0	0	0
Totals		1	0	1	10	1	0
Assault							
Firearm		3	0	3	30	3	0
Knife or Cutting Instrument		3	0	3	30	3	1
Other Weapon		8	0	8	81	6	2
Hands, Fist, Feet, etc. (aggravated injury)		1	0	1	10	1	0
Totals		15	0	15	152	13	3
Burglary							
Forcible Entry		5	0	5	51	4	0
Unlawful Entry (no force)		5	0	5	51	1	0
Attempted Forcible Entry		0	0	0	0	0	0
Totals		10	0	10	102	5	0
Larceny-theft	Totals	109	0	109	1,106	51	2
Motor Vehicle Theft							
Autos		4	0	4	41	3	0
Trucks & Buses		2	0	2	20	1	0
Other Vehicles		0	0	0	0	0	0
Totals		6	0	6	61	4	0
Arson	Totals	1	0	1	10	2	1
Human Trafficking - Commercial Sex Acts	Totals	0	0	0	0	0	0
Human Trafficking - Involuntary Servitude	Totals	0	0	0	0	0	0
Part I Totals		147	0	147	1,492	81	7
Part II Offenses							
Other Assaults (simple, not aggravated)		46	0	46	467	32	3
Forgery & Counterfeiting		16	0	16	162	9	0
Fraud		20	0	20	203	8	0
Embezzlement		1	0	1	10	1	0
Stolen Property (buy, receive, possess)		3	0	3	30	2	0
Vandalism		40	0	40	406	13	5
Weapons (carry, possess, etc.)		6	0	6	61	5	1
Prostitution & Commercialized Vice		0	0	0	0	0	0
Sex Offenses (except Rape & Prostitution)		3	0	3	30	2	1
Drug Abuse Violations		80	0	80	812	51	5
Gambling		0	0	0	0	0	0
Family & Children		0	0	0	0	0	0
Driving Under the Influence		31	0	31	315	29	1
Liquor Laws		7	0	7	71	7	4
Drunkennes - MN statute repealed 1971		0	0	0	0	0	0
Disorderly Conduct		22	0	22	223	20	6
Vagrancy		0	0	0	0	0	0
All Other Offenses (except traffic)		97	0	97	985	88	10
Suspicion - not a crime in MN		0	0	0	0	0	0
Part II Totals		372	0	372	3,776	267	36
Curfew & Loitering (persons under 18)		0	0	0	0	0	0
Runaways (persons under 18)		0	0	0	0	0	0
Grand Totals		519	0	519	5,268	348	43

2018 Part I and Part II Crime Report

Five years ago for comparison

Crime Reporting System		Minnesota Return A				Report Date: 1/17/2024	
ORI: MN0460100		Report Period: 01/01/2018 - 12/31/2018				Population: 10,053	
Agency: Fairmont Police Dept							
Offenses and Clearances by Classification							
Offense Classification	Totals	Offenses Reported or Known	Offenses Unfounded	Total Actual Offenses	Crime Rate per 100,000	Cleared by Arrest or Exceptional Means	Cleared Involving only Under 18 Years Old
Murder & Nonnegligent Manslaughter	Totals	1	1	0	0	0	0
Manslaughter by Negligence	Totals	0	0	0	0	0	0
Rape							
Completed		5	0	5	50	2	0
Attempted		0	0	0	0	0	0
Totals		5	0	5	50	2	0
Robbery							
Firearm		0	0	0	0	0	0
Knife or Cutting Instrument		0	0	0	0	0	0
Other Weapon		0	0	0	0	0	0
Strong Arm (hands, fist, feet, etc.)		0	0	0	0	0	0
Totals		0	0	0	0	0	0
Assault							
Firearm		0	0	0	0	0	0
Knife or Cutting Instrument		5	0	5	50	3	0
Other Weapon		1	0	1	10	1	0
Hands, Fist, Feet, etc. (aggravated injury)		3	0	3	30	2	0
Totals		9	0	9	90	6	0
Burglary							
Forcible Entry		15	0	15	149	4	0
Unlawful Entry (no force)		16	0	16	159	3	0
Attempted Forcible Entry		4	0	4	40	0	0
Totals		35	0	35	348	7	0
Larceny-theft	Totals	201	2	199	1,980	75	7
Motor Vehicle Theft							
Autos		10	0	10	99	2	0
Trucks & Buses		2	0	2	20	0	0
Other Vehicles		0	0	0	0	0	0
Totals		12	0	12	119	2	0
Arson	Totals	0	0	0	0	0	0
Human Trafficking - Commercial Sex Acts	Totals	0	0	0	0	0	0
Human Trafficking - Involuntary Servitude	Totals	0	0	0	0	0	0
Part I Totals		263	3	260	2,586	92	7
Part II Offenses							
Other Assaults (simple, not aggravated)		82	1	81	806	40	4
Forgery & Counterfeiting		26	0	26	259	3	0
Fraud		57	0	57	567	37	0
Embezzlement		0	0	0	0	0	0
Stolen Property (buy, receive, possess)		2	0	2	20	2	1
Vandalism		96	0	96	955	5	2
Weapons (carry, possess, etc.)		10	0	10	99	3	0
Prostitution & Commercialized Vice		0	0	0	0	0	0
Sex Offenses (except Rape & Prostitution)		7	1	6	60	3	0
Drug Abuse Violations		80	0	80	796	64	6
Gambling		0	0	0	0	0	0
Family & Children		0	0	0	0	0	0
Driving Under the Influence		26	0	26	259	26	0
Liquor Laws		12	0	12	119	12	4
Drunkennes - MN statute repealed 1971		0	0	0	0	0	0
Disorderly Conduct		36	0	36	358	32	2
Vagrancy		0	0	0	0	0	0
All Other Offenses (except traffic)		139	1	138	1,373	114	12
Suspicion - not a crime in MN		0	0	0	0	0	0
Part II Totals		573	3	570	5,670	341	31
Curfew & Loitering (persons under 18)		0	0	0	0	0	0
Runaways (persons under 18)		0	0	0	0	0	0
Grand Totals		836	6	830	8,256	433	38

2023 Incident Analysis by Day

INCIDENT ANALYSIS - DAY

Date 01/17/2024

Time 10:08:52

Report CFS03

Agency Fairmont PD

Dates 01/01/2023 Thru 12/31/2023

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency: FMP Fairmont PD								
00911 911 Hangup - Wired	0	2	0	1	1	0	1	5
911W 911 Wireless Hangup	1	0	4	0	0	1	0	6
AC Animal Complaint/Bite	6	3	2	4	2	2	4	23
AL Alarm	75	86	111	65	71	92	98	598
ASLT Assault	21	14	14	12	14	10	13	98
ASST Assist	4	2	6	2	6	4	6	30
ASSTA Assist Ambulance (law)	8	15	15	16	6	17	11	88
ASSTF Assist Fire Dept (law)	25	25	23	28	29	21	21	172
ASSTO Assist Other Agency (law)	6	7	3	8	8	10	7	49
ATL Attempt To Locate	22	18	20	17	22	22	13	134
ATV ATV Complaint	0	0	0	0	0	1	1	2
BC Bar Checks	1	0	0	0	0	1	4	6
BURG Burglary	3	1	1	0	2	1	0	8
CA Child Abuse	0	2	2	0	1	1	0	6
CAN Susp Child Abuse, Neglect	0	29	29	34	22	15	1	130
CAP Susp Child Abuse, Physical	1	12	6	8	5	1	3	36
CAS Susp Child Abuse, Sexual	0	5	4	6	5	1	0	21
CCH Criminal History Request	0	1	3	0	0	0	0	4
CDP Crim Damage To Property	1	4	7	6	4	1	3	26
CDPG Criminal Damage, Graffiti	0	2	0	1	0	0	0	3
CDV Crim Damage To Vehicle	2	4	2	2	4	4	1	19
CHK Checks (bad)	0	3	1	1	0	5	0	10
CIV Civil	28	40	36	41	29	49	31	254
CR Conditional Release	0	0	0	1	0	0	0	1
DANCV DANCO Violation	0	1	2	3	2	2	1	11
DC Drug Court	58	55	41	44	26	25	36	285
DIST Disturb/disorderly/Nuisan	31	23	31	41	27	29	39	221
DOA Death (body Found)	3	2	2	3	1	3	2	16
DOM Domestic	10	4	9	7	5	6	10	51
DP Directed Patrol	38	61	82	68	91	88	69	497
DPT Directed Patrol - Traffic	1	11	10	9	13	5	0	49
DRVC Driving Complaint	17	19	19	25	13	28	24	145
DRVV Driving Violation	0	3	0	0	1	0	0	4
DUMP Illegal Dumping/Garbage	2	2	6	6	7	3	3	29
DUP Duplicate	1	0	0	0	0	0	0	1
DWI Driving While Intoxicated	13	3	0	0	2	10	3	31
E1 EMS Medical Call	0	1	1	2	1	3	1	9
ERU ERU Callout Or Training	0	2	0	0	1	0	1	4
ES Escort (All Types)	55	61	72	60	66	76	79	469
F1 Fire Call	0	0	0	0	1	0	0	1
FC Family Court	3	2	2	2	1	0	2	12
FI Fire Investigation	2	1	3	4	0	0	3	13
FISH Fish/Game Violation	0	1	0	0	0	0	0	1
FORG Forgery/counterfeit	2	1	3	0	0	5	1	12
FPE Public Education, Fire	0	1	0	0	0	0	0	1
FRAU Fraud	2	9	7	9	10	3	4	44
FSI Fire Smoke Investigation	0	0	0	0	0	0	1	1
FW Fireworks	5	4	9	3	1	2	8	32
HAR Harassment	6	7	14	10	11	5	8	61
HARO Harass Restraining Order	0	2	1	1	3	4	1	12
HARV Harass Restrain Ord Viol	0	1	4	0	2	2	1	10

2023 Incident Analysis by Day

INCIDENT ANALYSIS - DAY

Date 01/17/2024

Time 10:08:53

Report CFS03

Agency Fairmont PD

Dates 01/01/2023 Thru 12/31/2023

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
HAZ	0	5	2	2	3	3	0	15
HW	0	5	7	6	2	0	2	22
INFO	39	57	54	69	57	71	57	404
INTX	3	5	3	3	2	4	4	24
JVN	17	27	23	20	19	26	12	144
LC	0	1	0	0	0	0	0	1
LIQV	0	0	0	0	0	1	1	2
LIT	0	0	1	0	0	0	0	1
LP	0	2	2	3	3	0	0	10
MDP	2	5	1	2	9	12	15	46
MISC	5	10	10	7	6	6	1	45
MP	1	0	2	0	1	1	1	6
MPJ	0	2	4	0	0	3	3	12
MSG	1	1	0	3	0	5	1	11
MUS	8	4	4	4	4	6	17	47
MVA	16	35	27	25	34	32	22	191
MVAHR	11	3	3	7	10	2	10	46
MVAPI	1	3	2	1	3	4	2	16
MVD	7	12	14	17	19	9	14	92
MVT	3	1	1	0	0	4	0	9
NARC	7	16	14	10	14	9	3	73
NOISE	8	9	7	6	5	5	3	43
NUIS	0	0	1	0	0	0	0	1
OD	1	2	1	1	4	2	0	11
OFP	0	2	3	1	1	2	0	9
OFFV	1	1	2	1	0	0	1	6
ORDV	24	144	107	105	105	77	147	709
PARK	36	88	109	95	52	50	44	474
PARTY	2	0	0	0	0	0	0	2
PERS	1	3	0	0	0	0	0	4
PORC	1	12	12	12	8	10	2	57
PORV	0	2	1	1	2	0	0	6
PRK24	3	0	1	5	7	1	9	26
PROBV	1	0	1	0	1	0	1	4
PROP	11	16	25	19	18	17	12	118
PROPD	0	1	0	0	1	0	1	3
PS	0	0	0	0	0	1	0	1
PUBED	0	3	6	7	5	5	1	27
PURS	1	0	0	0	0	1	0	2
PWN	2	0	0	1	0	0	1	4
RUN	4	3	3	4	3	3	2	22
SC	26	27	20	12	25	25	31	166
SD	2	0	0	0	0	0	2	4
SE	0	0	2	1	0	2	1	6
SEXA	1	4	1	1	2	1	1	11
SEXO	0	1	0	0	1	1	1	4
SHOP	9	10	6	4	10	8	7	54
SNOW	0	0	0	3	7	1	0	11
SP	0	1	1	0	1	1	1	5
SPER	9	9	8	17	14	9	11	77
SUIC	10	6	3	3	7	3	4	36
SVEH	8	12	12	8	12	9	9	70
Test	0	0	0	1	0	0	0	1

2023 Incident Analysis by Day

INCIDENT ANALYSIS - DAY

Date 01/17/2024

Time 10:08:53

Report CFS03

Agency Fairmont PD

Dates 01/01/2023

Thru 12/31/2023

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
THAZ Traffic (hazard/not Drv)	3	4	7	4	4	9	6	37
THEF Theft (includes Attempt)	13	21	14	21	17	10	12	108
THFG Theft - Gas Drive Off	3	5	2	4	4	3	3	24
THFV Theft From Motor Vehicle	1	4	4	1	2	1	3	16
THR Threats Complaint	3	12	6	5	7	5	5	43
TP Transport Prisoner	0	0	0	1	0	0	1	2
TRES Trespassing	11	13	10	12	12	10	9	77
TRU Truancy	0	0	0	0	0	1	0	1
TS Traffic Stop	242	343	350	317	265	280	301	2,098
VAA Susp Vul Adult Abuse	0	25	8	19	8	12	0	72
VOR Vehicle Off Road	5	3	1	0	1	3	2	15
WARR Warrant Service	4	18	29	25	18	21	3	118
WARRO Warr Serv, Out Of County	0	1	0	1	1	0	0	3
WC Welfare Check	26	42	45	48	31	41	34	267
WEAP Weapons	0	1	1	2	0	0	4	8
Fairmont PD Agency Total	1,047	1594	1,590	1,497	1,363	1,386	1,355	9,832
Total	1,047	1,594	1,590	1,497	1,363	1,386	1,355	9,832

2023 Incident Analysis by Hour

Date 01/17/2024
 Time 10:13:15
 Report CFS 10

INCIDENT ANALYSIS - HOUR

Activity	Agency Fairmont PD																								Total
	0-	1-	2-	3-	4-	5-	6-	7-	8-	9-	10-	11-	12-	13-	14-	15-	16-	17-	18-	19-	20-	21-	22-	23-	
Agency Fairmont PD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
911 Hangup - Wired	0	1	0	0	1	0	0	0	0	0	0	0	0	0	1	1	0	1	0	0	0	0	0	0	5
911 Wireless Hangup	1	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	2	1	0	0	0	0	0	6
Animal Complaint/Bite	0	0	1	2	0	0	1	0	1	0	0	1	1	1	0	4	2	2	0	3	0	2	0	2	23
Alarm	5	3	4	4	3	9	10	21	29	43	36	47	42	43	26	32	38	48	50	33	29	21	12	10	598
Assault	3	6	3	4	3	2	1	9	9	3	4	6	5	0	4	2	5	3	4	6	1	3	9	3	98
Assist	4	1	0	0	1	1	0	1	0	6	2	2	1	1	0	0	3	0	0	1	4	1	0	1	30
Assist Ambulance (law	1	1	2	0	1	0	0	2	5	8	7	3	3	6	12	7	5	3	5	4	3	3	5	2	88
Assist Fire Dept (law	10	3	1	4	1	2	9	5	5	9	9	14	14	8	5	9	9	10	8	7	6	12	4	8	172
Assist Other Agency (1	1	0	0	1	0	2	2	4	3	1	4	1	2	6	3	2	4	1	5	1	1	2	2	49
Attempt To Locate	4	6	0	2	2	2	2	4	2	3	12	5	3	6	12	13	6	9	6	6	6	10	9	4	134
ATV Complaint	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2
Bar Checks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Burglary	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	6
Child Abuse	1	0	0	0	0	0	0	2	0	0	0	0	0	0	1	0	2	0	2	0	0	0	0	0	8
Susp Child Abuse, Neg	0	0	0	0	0	0	0	0	1	0	1	2	0	0	1	1	0	0	0	0	0	0	0	0	6
Susp Child Abuse, Phy	0	1	0	0	0	0	2	2	12	15	14	20	6	19	17	13	3	1	1	0	1	1	1	1	130
Susp Child Abuse, Sex	0	0	0	0	0	0	0	1	3	4	6	7	5	3	2	0	3	0	1	0	0	0	1	0	36
Criminal History Requ	0	0	0	0	0	0	0	1	2	2	3	4	0	5	2	1	0	1	0	0	0	0	0	0	21
Crim Damage To Proper	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2	0	0	0	0	0	0	0	0	4
Crim Damage, Graf	1	0	1	0	0	0	1	0	2	0	2	1	2	4	3	1	0	2	0	1	1	2	0	2	26
Crim Damage To Vehicl	0	0	0	0	0	0	0	1	1	0	1	0	3	2	1	4	2	1	0	0	0	2	0	0	3
Checks (bad)	1	0	0	0	0	0	0	1	1	0	1	0	0	2	1	4	2	1	0	0	0	2	0	0	19
Civil	0	0	0	0	0	0	0	0	0	2	3	0	0	2	1	1	1	0	0	0	0	0	0	0	10
Conditional Release	3	3	2	0	0	0	0	0	8	9	18	20	10	13	22	26	23	22	22	11	12	17	7	6	254
DANCO Violation	0	0	0	0	0	0	0	0	0	0	1	1	2	0	0	2	1	1	1	1	0	0	0	0	1
Drug Court	0	0	0	0	0	0	0	0	0	1	1	1	2	0	0	2	1	1	1	1	0	0	0	0	11
Disturb/disorderly/Nu	12	2	0	1	0	0	3	3	6	7	13	17	21	12	6	4	12	4	8	7	19	51	45	32	285
Death (body Found)	9	12	4	3	2	3	5	5	7	9	5	10	10	20	10	10	14	11	12	11	22	12	6	9	221
Domestic	0	0	0	0	0	1	0	3	1	1	3	0	0	0	1	1	1	0	0	0	2	0	2	0	16
Directed Patrol	1	4	0	1	0	1	0	1	0	4	0	2	1	0	2	1	3	3	6	4	5	5	2	5	51
Directed Patrol - Tra	21	12	15	10	17	9	3	49	25	23	28	43	35	44	19	10	10	14	20	15	13	21	20	21	497
Driving Complaint	0	0	0	0	0	0	0	27	1	0	1	0	0	1	4	15	0	0	0	0	0	0	0	0	49
Driving Violation	4	0	0	0	0	1	0	1	2	3	4	6	14	8	10	13	14	17	15	6	8	9	5	5	145
Illegal Dumping Garba	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	1	1	0	0	0	0	0	0	4
Duplicate	0	0	0	0	0	0	2	0	2	5	3	2	1	3	0	3	1	4	1	0	0	1	0	1	29
Driving While Intoxic	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
EMS Medical Call	2	4	0	1	0	0	0	0	0	0	1	0	0	0	2	1	1	3	2	0	2	3	5	4	31
	0	0	0	0	0	0	0	1	1	1	0	1	0	1	1	0	0	1	1	0	1	0	0	0	9

2023 Incident Analysis by Hour

Date 01/17/2024
 Time 10:13:15
 Report CFS10

INCIDENT ANALYSIS - HOUR

Activity	Agency Fairmont PD																								Total
	Dates 01/01/2023 Thru 12/31/2023																								
	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	
ERU Callout Or Traini	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	4
Escort (All Types)	0	0	0	0	0	0	2	0	17	23	20	17	5	3	4	50	3	4	0	6	13	198	104	0	469
Fire Call	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Family Court	0	0	0	0	0	0	0	0	1	1	0	3	0	0	1	0	0	0	0	0	0	1	5	0	12
Fire Investigation	0	1	0	1	0	0	0	1	0	0	1	1	2	1	0	2	0	1	2	0	0	0	0	0	13
Fish/Game Violation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Forgery/counterfeit	0	0	0	0	0	0	0	0	2	0	1	1	1	1	1	1	0	2	1	0	1	0	0	0	12
Public Education, Fir	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Fraud	0	0	0	0	0	0	0	1	0	3	5	3	5	0	6	6	10	2	0	1	0	0	2	0	44
Fire Smoke Investigat	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Fireworks	2	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	2	2	0	13	6	5	32
Harassment	2	1	0	0	0	0	2	1	2	3	3	1	6	8	4	6	5	3	4	1	3	2	3	1	61
Harass Restraining Or	0	1	0	0	0	0	0	0	0	2	2	0	1	0	1	0	4	1	0	0	0	0	0	0	12
Harass Restrain Ord V	0	0	0	0	0	0	0	1	0	0	0	1	0	0	1	1	0	1	0	0	3	2	0	0	10
Haz-Mat (non-fire)	0	0	0	1	0	0	0	0	0	7	0	1	1	0	1	1	3	0	0	0	0	0	0	0	15
House Watch	1	2	0	0	2	2	1	1	0	0	3	0	0	2	2	1	1	2	0	0	0	0	1	1	22
Information Call Only	4	3	4	2	3	4	5	6	11	19	30	20	19	31	45	41	18	34	25	25	13	17	12	13	404
Intoxication -not dri	2	2	0	0	0	0	0	0	1	0	1	0	3	0	0	2	0	2	0	3	1	2	2	3	24
Juvenile Nuisance Cmp	5	2	3	1	0	0	2	3	3	9	10	4	3	11	2	6	15	7	6	14	9	7	15	7	144
Lock Chk (Bldg, Park	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Liquor Violation	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	2
Littering	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Licenses/Permits	0	0	0	0	0	0	0	0	1	1	1	3	0	0	0	1	2	0	0	1	0	0	0	0	10
Mental Disturbed Pers	3	1	4	1	1	0	2	0	0	1	1	1	4	3	3	3	4	1	2	3	5	1	2	0	46
Misc All Other	0	0	0	0	0	0	0	1	8	6	9	7	2	2	2	1	1	1	3	0	0	1	0	1	45
Missing Person, Adult	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	1	0	1	0	0	1	1	0	6
Missing Person, JV	0	1	0	1	0	0	0	0	0	3	1	0	0	0	0	2	2	0	0	1	1	0	0	0	12
Message Delivery	0	1	0	0	0	0	0	0	0	1	0	0	0	2	5	1	1	0	0	0	0	0	0	0	11
Music, Loud/Disturbin	3	2	2	1	3	0	0	0	0	0	1	0	1	0	1	1	2	1	2	1	1	4	12	9	47
Motor Veh Acc - No In	1	0	0	0	1	1	4	5	17	7	11	12	13	21	10	20	19	16	9	8	9	5	1	1	191
Motor Veh Acc - Hit &	1	0	1	1	0	1	0	4	0	2	2	2	2	5	6	3	6	1	3	1	2	1	2	0	46
Motor Veh Acc - Pers	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1	1	5	2	1	4	0	0	0	0	16
Motor Veh Disabled/ab	2	0	1	2	0	1	2	4	8	3	8	6	5	9	2	4	8	11	2	1	4	4	3	2	92
Motor Veh Theft	0	0	0	0	0	0	1	2	1	1	1	0	0	1	0	1	0	1	0	0	0	0	0	0	9
Narcotics	1	1	1	0	0	0	3	2	2	9	3	3	4	7	3	5	3	4	6	1	4	1	6	4	73
Noise Complnt (not Mu	2	1	0	0	4	5	4	0	0	0	2	0	1	1	2	2	0	1	2	3	2	3	5	3	43
Nuisance Complaint	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
Open Door/window	2	0	2	0	0	1	0	1	0	0	1	0	0	0	0	0	0	0	1	0	0	1	1	1	11
Order For Protection	0	0	0	0	0	0	0	1	0	0	4	0	0	1	2	1	0	0	0	0	0	0	0	0	9
Order For Protection	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	2	0	1	0	1	0	0	6

2023 Incident Analysis by Hour

Date 01/17/2024
 Time 10:13:15
 Report CFS10

INCIDENT ANALYSIS - HOUR

Activity	Agency Fairmont PD																								Total		
	Dates	01/01/2023	Thru	12/31/2023	0-	1-	2-	3-	4-	5-	6-	7-	8-	9-	10-	11-	12-	13-	14-	15-	16-	17-	18-	19-		20-	21-
Ordinance Violation	10	3	3	1	0	0	2	15	52	59	86	54	16	23	67	92	56	55	39	35	3	5	3	30	709		
Parking (comp/viol)	8	1	5	10	13	11	5	15	42	40	30	48	28	26	30	26	67	25	8	14	5	6	6	5	474		
Loud Party	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2		
Person Found/Lost	0	0	0	0	0	0	0	1	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	4		
Predator Offender Reg	0	0	0	0	0	0	0	1	0	7	5	4	4	8	5	8	9	4	1	0	0	1	0	0	57		
Predator Offender Reg	0	0	0	0	0	0	1	1	0	1	0	0	0	2	0	1	0	0	0	0	0	0	0	0	6		
Parking Over 24 Hours	2	1	2	4	1	0	0	0	0	3	1	0	0	2	0	3	0	0	0	0	4	3	0	0	26		
Probation Violation	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	1	4		
Property Lost/Found	0	2	0	0	0	0	0	4	8	6	9	16	10	5	11	6	8	13	5	5	6	3	1	0	118		
Property Damage (not	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3		
Paper Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1		
Public Education	0	0	0	0	0	0	0	1	2	5	1	4	1	2	0	1	4	4	1	1	0	0	0	0	27		
Pursuit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2		
Public Works Notifica	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	4		
Runaway	1	0	0	0	0	0	1	0	0	1	2	0	0	0	0	3	3	3	2	1	3	0	1	1	22		
Suspicious Circumstan	14	4	7	4	2	3	5	1	6	4	3	2	6	6	5	4	6	9	7	9	4	15	19	21	166		
Storm Damage	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	1	0	1	4		
Special Event (parade	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	1	1	2	0	0	0	0	0	0	6		
Sexual Assault	0	0	0	0	0	0	0	0	0	1	2	2	1	0	0	1	0	0	1	0	0	1	0	2	11		
Sex Crimes - Other	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	1	0	0	0	0	1	0	0	0	4		
Shoplifting	0	0	0	0	0	0	1	0	0	0	1	2	3	7	7	2	5	7	8	3	3	4	1	0	54		
Snow Emergency	0	0	0	7	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11		
Stolen Property-poss/	0	0	0	0	0	0	0	0	0	0	0	1	1	2	0	0	1	0	0	0	0	0	0	0	5		
Suspicious Person	1	3	2	1	4	1	3	3	2	2	2	5	0	3	5	4	3	2	4	7	3	6	6	5	77		
Suicide (include Atte	1	1	0	0	1	0	0	0	1	1	1	4	2	2	1	1	2	5	2	4	2	4	0	1	36		
Suspicious Vehicle	8	4	3	1	3	0	2	2	3	3	5	2	2	1	4	2	1	3	1	1	1	4	7	7	70		
Test Record Only	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1		
Traffic (hazard/not D	0	0	0	0	0	3	0	1	0	0	3	3	3	3	4	4	3	3	2	1	1	1	1	1	37		
Theft (includes Attem	0	1	0	0	1	1	0	2	5	6	9	7	11	4	8	8	10	8	11	4	4	1	6	1	108		
Theft - Gas Drive Off	0	1	0	0	0	0	0	1	0	2	1	0	1	2	0	2	2	3	0	4	2	1	2	0	24		
Theft From Motor Vehi	0	0	0	0	0	0	0	3	6	3	0	0	1	0	0	1	0	0	1	0	1	0	1	0	16		
Threats Complaint	0	0	0	0	1	0	1	0	1	2	1	4	3	0	2	7	5	0	2	2	5	2	3	2	43		
Transport Prisoner	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2		
Trespassing	0	2	0	0	0	0	2	3	2	3	0	7	3	8	7	8	10	2	1	8	5	2	3	1	77		
Truancy	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1		
Traffic Stop	52	24	10	16	18	24	24	88	67	95	94	88	112	95	107	69	66	140	137	90	81	281	198	122	2,098		
Susp Vul Adult Abuse	0	0	0	0	0	0	0	0	6	9	4	9	3	5	7	5	11	11	1	1	0	0	0	0	72		
Vehicle Off Road	2	0	1	2	0	0	0	2	0	0	0	0	0	1	2	1	0	1	0	0	1	1	1	1	15		
Warrant Service	0	0	0	1	0	0	0	1	4	13	15	15	17	15	7	4	3	3	9	3	2	1	3	2	118		
Warr Serv, Out Of Cou	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	0	3		

2023 Incident Analysis by Hour

Date 01/17/2024
 Time 10:13:15
 Report CFS10

INCIDENT ANALYSIS - HOUR

Agency Fairmont PD
 Dates 01/01/2023 Thru 12/31/2023

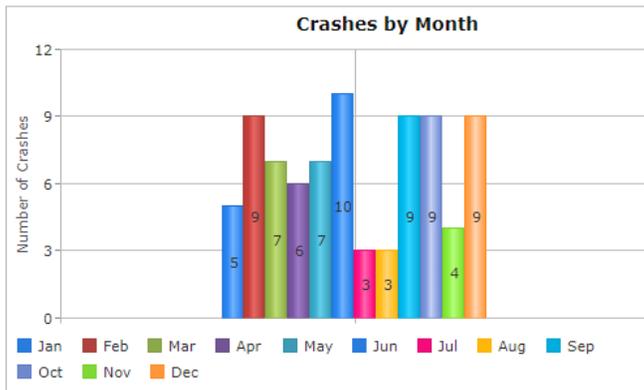
Activity	0-	1-	2-	3-	4-	5-	6-	7-	8-	9-	10-	11-	12-	13-	14-	15-	16-	17-	18-	19-	20-	21-	22-	23-	Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Welfare Check	7	8	6	2	2	4	3	7	13	12	18	18	9	18	17	13	17	22	13	18	8	21	5	6	267
Weapons	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	2	0	0	2	1	2	0	0	0	8
Fairmont PD	226	137	90	93	94	95	119	326	425	547	602	602	497	559	581	625	575	594	500	412	353	810	588	382	9,832

2023 Vehicle Crash Information

Vehicle crash information only includes vehicle crashes that meet the criteria to be reported to the State of Minnesota. It does not include accidents with less than \$1000 damage, accidents that occur on private property, accidents that are reported only for information purposes, or information exchanged by parties involved.

Quick Stats

Year: Statewide Agency: County:



Total Crashes:	81
Injury Crashes:	22
Total Injured:	25
Fatal Crashes:	0
Total Fatalities:	0
Commercial Vehicle Crashes:	5
Property Damage Crashes:	59
Work Zone Crashes:	0





STAFF MEMO

Prepared by: FEDA Coordinator	Meeting Date: 3.11.24	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 4.2
Reviewed by: Jeff O’Neill – Interim City Administrator	Item: FEDA Update		
Presented by: Ned Koppen - FEDA	Action Requested: None		
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: None Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

Marketing FEDA

Golden Shovel, The Retail Coach, Camoin & Associates

RLF, Micro Loans, and Façade Program

White Tail Ridge

On-Going Development

Spring - Midwest Shop Condos, Les Schwab Tire, Emerald Fire Farms

Continued interest for development:

Three interested parties looking at new Industrial Park Land

Efforts Supported by FEDA: ACE, Greater MN Partnership, Fairmont Area Life, Martin Co.

Internship Program

BUDGET IMPACT

Staff

N/A

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 03/11/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 5
Reviewed by: Interim Administrator	Item: Public Discussion/Comment		
Presented by:	Action Requested:		
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND Prior to regular business, is there any public discussion/comment?

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 03/11/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.A.1
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of approving the City Council Minutes from Regular Meeting on February 26, 2024		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the City Council Meeting Minutes from February 26, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes Regular Meeting, February 26, 2024

The minutes of the Fairmont City Council meeting held on Monday, February 26, 2024, 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, Randy Lubenow and Jay Maynard were present. Council Member Michele Miller was absent. Also in attendance: Interim City Administrator Jeff O’Neill, Finance Director Paul Hoye, Director of Public Works/Utilities Matthew York, City Clerk Patricia J. Monsen, Police Chief Mike Hunter and City Attorney David Assaf.

Council Member Maynard made a motion to approve the agenda as presented. Council Member Lubenow seconded the motion and the motion carried.

Mayor Baarts proclaimed March 2024 as Heaven’s Table Food Shelf Month in the City of Fairmont. Sue Redman and Diane Mosloski were present and spoke about Heaven’s Table.

Hannah Neusch, Water Resources Technician gave a presentation on Curly Leaf Pondweed.

No comments were received during Open Discussion.

Council Member Maynard made a motion to approve the consent agenda. Council Member Lubenow seconded the motion and the motion carried. Items on the consent agenda were Minutes from the February 12, 2024 city council meeting; Payment of the February 2024 Accounts Payable; Event Permit for Grace Lutheran Church for Wednesday Worship at Sylvania Park during the summer; Event Permit for the Martin County Library Family Event on August 7, 2024; and Consumption and Display Permit for the Chain of Lakes Yacht Club.

Dennis Tino, President of the Interlaken Heritage Days Committee shared with the council some of the activities planned for Interlaken Heritage Days. He also requested that the council approve a \$6,000 donation. Council Member Maynard made a motion to approve \$6,000 in funding the Interlaken Heritage Days Committee for the 2024 community festival. Council Member Hasek seconded the motion and the motion carried.

Council Member Maynard made a motion to approve **Resolution 2024-07** for an application for the Minnesota Public Facilities Authority Drinking Water Revolving Fund for the Water Storage Tank Project. Council Member Hasek seconded the motion and the motion carried.

Item 9.3 on the agenda was the consideration of the Mayor’s appointments to the Airport Board. There was discussion about Altman being eligible to serve on a city board, as he is a part-time employee of the City. The motion was made with the condition of checking the city code and charter to see if there are any rules about appointing a city employee. Council Member Hasek made a motion to approve the Appointment of Barry Altman and Ernie Nuss to the Airport Board, with the condition of eligibility. Council Member Maynard seconded the motion and the motion carried. (Fairmont City Code Section 2-238 (a) prohibits an employee of the city from serving on a board or commission, therefore Altman was not appointed.)

York reported that the initial phase of the channel repairs has been completed. There is concrete work and landscaping that needs to be done and it is anticipated that this will be completed by May 11, 2024.

Hoye gave an update from LGN, the city's government relations consultants who are our lobbyists for the upcoming state bonding bill request for the community center and ice arena. LGN is recommending removing the ice arena from this request because of the uncertainty of its feasibility. They feel that the bonding request will have a higher likelihood of getting passed with only the community center.

O'Neill reported that the Community Development Department's customer service feedback forms are completed and will be implemented soon. Employee evaluation training has been completed and evaluations will begin. The city will be going back to January 1, 2024 to complete evaluations on all employees on their hire date anniversary. The HR position has been posted. The city is still looking for applications for the Aquatic Park Manager. Information will be coming to the council in the near future about marijuana licensing and the potential for a municipal operation.

York stated that the Veteran's Park Shelter project is on hold as the city needs to do soil borings or an exploratory dig to determine what is underneath the location of the site for the installation of the shelter.

O'Neill stated that Charlene Stevens reported that she has received a couple City Administrator candidate applications that look qualified. A work session was scheduled for March 12, 2024 at 3:30 p.m. to review applications.

Council Member Hasek reported that the PUC discussed a project involving electrical work on the west side of town. They also talked about purchasing some equipment needed for transformers.

Council Member Kawecky reported that there are no concerns or problems at the library.

Council Member Maynard reported that the Airport will be having a pavement maintenance project going. They are expecting to have the project completed by June, prior to the Fly-in breakfast event. The Master Plan has been submitted to State and Federal Aviation and all the surveys have been completed.

Mayor Baarts reported that Representative Brad Finstad met with city officials last week and talked about daycare, housing, law enforcement and many other topics. It was nice to have him stop and listen to the needs of Fairmont.

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

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



STAFF MEMO

Prepared by: Chief Hunter	Meeting Date: 03/11/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.1
Reviewed by: Interim Administrator	Item: Consideration of Joint Powers Agreement and Court Data Subscriber Amendment to CJDN Subscribers Agreement with the MN Department of Public Safety/Bureau of Criminal Apprehension and the Fairmont Police Department.		
Presented by: Chief Hunter	Action Requested: Motion to approve Joint Powers Agreement and Court Data Subscriber Amendment to CJDN Subscribers Agreement with the MN Department of Public Safety/Bureau of Criminal Apprehension and the Fairmont Police Department and Resolution 2024-09		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

Previous approval of similar BCA Joint Powers Agreement and Court Data Subscribers Amendment by Fairmont City Council and signed in March of 2019.

REFERENCE AND BACKGROUND

Every five years the State of Minnesota Department of Public Safety and the Fairmont Police Department enter into a Joint Powers Agreement that allows the Fairmont Police Department to have access to State of Minnesota data resources to execute their lawful duties. The Joint Powers Agreement and the Court Data Subscribers Amendment spells out the details of the access to state systems and local agency limitations and responsibilities with that data access.

BUDGET IMPACT

N/A

SUPPORTING DATA/ATTACHMENTS

Joint Powers Agreement.

Court Data Subscriber Amendment to CJDN Subscribers Agreement.

Resolution 2024-09



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Fairmont on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement Between the Parties

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

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

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

particular transaction.

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

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Six Hundred Dollars (\$600.00).

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

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

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.2590

Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Michael Hunter, Chief
Address: 201 Lake Ave
Fairmont, MN 56031
Telephone: 507.238.4481
Email Address: mhunter@fairmont.org

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

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

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber

Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 242147, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

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

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. 2024-09

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

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Fairmont on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Chief of Police, Michael Hunter, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
3. That the Martin County Attorney, Taylor McGowan, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
4. That Lee C. Baarts, the Mayor for the City of Fairmont, and Patricia Monsen, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 11th day of March 2024.

CITY OF FAIRMONT

Lee C. Baarts, Mayor

ATTEST: _

Patricia J. Monsen, City Clerk



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 03/11/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.2
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of a Taproom License with Sunday Sales and a Brewer Off-Sale License with Sunday Sales for FBC Operations LLC, d/b/a Fairmont Brewing Company, pending a satisfactory background investigation.		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the Taproom License with Sunday Sales and a Brewer Off-Sale License with Sunday Sales for FBC Operations LLC, d/b/a Fairmont Brewing Company, pending a successful background investigation.		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval pending successful background investigation. Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

FBC Operations LLC, d/b/a Fairmont Brewing Company has applied for a Taproom License with Sunday Sales and a Brewre Off Sale License with Sunday Sales. They are the new owners of the brewery. All the appropriate documents have been completed and the license fees have been paid. This was sent to the Fairmont Police Department for a background investigation on February 23, 2024.

BUDGET IMPACT

N/A

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 03/11/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.3
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of an Intoxicating Liquor License and Sunday Liquor License for Interlaken Golf Club, Inc., pending a satisfactory background investigation.		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the Intoxicating Liquor License and Sunday Liquor License for Interlaken Golf Club, Inc., pending a successful background investigation.		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval pending successful background investigation. Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

Interlaken Golf Club, Inc. has applied for an Intoxicating Liquor License and a Sunday Liquor License. New liquor licenses are required as there has been a change of ownership. All the appropriate documents have been completed and the license fees have been paid. This was sent to the Fairmont Police Department for a background investigation on March 6, 2024.

BUDGET IMPACT

N/A

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 03/11/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.4
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of an Event Permit-Fairmont Lions Club, Fairmont Lions Club Fly In Breakfast, June 23, 2024		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the Event Permit for the Fairmont Lions Club, Fairmont Lions Club Fly In Breakfast, June 23, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

The Fairmont Lions Club has made application for an Event Permit to hold the Lions Club Fly In Breakfast at the Fairmont Municipal Airport on June 23, 2024.

BUDGET IMPACT

N/A

SUPPORTING DATA/ATTACHMENTS

Event Permit



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: May 6, 2024

Permit Fee: \$15.00

Event: Fairmont Lions Club Fly In Breakfast

Sponsoring entity: Fairmont Lions Club

Address: Fairmont Airport

Maximum estimated number of persons expected to attend at any one time: 200-500

Event coordinator(s): Dustin Tino

Contact Info: 507.236.6728 Phone #

fairmont@minutemanpress.com E-mail

Primary contacts (during event):

Name: Dustin Tino

Name _____

Cell#: 507.236.6728

Cell# _____

E-mail: fairmont@minutemanpress.com

E-mail: _____

Event Start: Day/Date June 23rd 2024 Time: 7am

Event End: Day/Date June 23rd 2024 Time: 12pm

Setup: Day/Date June 22nd 2024 Start time: afternoon End Time: _____

Teardown: Day/Date June 23rd 2024 Start time: 12pm End Time: 3pm

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

Lions Fly-In Breakfast serving pancakes, Eggs, Sausage, Milk, OJ and Coffee

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.

Same Spot as last year

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 Dustin Jones Title Club President Date 3-6-2024

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:	Received by:	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

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



STAFF MEMO

Prepared by: Paul Hoye, Finance Director	Meeting Date: March 11, 2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.1
Reviewed by: Jeff O’Neil, Interim Administrator	Item: Consideration of the 2023 Year End Fund Balance Designations		
Presented by: Paul Hoye, Finance Director	Action Requested: Motion to adopt Resolution Number 2024-10 designating fund balances for specific purposes.		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Adopt Resolution Number 2024-10 Board/Commission/Committee Recommendation: NA		

PREVIOUS COUNCIL ACTION

NA

REFERENCE AND BACKGROUND

For many years, the City has been designating the general fund balance at the end of the year. The December 31, 2023 unrestricted general fund balance of \$8,142,050 is 78% of the general fund operating expenditures for 2024, which exceeds the 55%-65% range established by the City’s fund balance policy.

The City had budgeted to spend \$475,000 out of reserves in 2023 for City Hall improvements, but that project was put on hold. The City also received \$455,851 in public safety aid from the State that was not anticipated. With interest rates increasing in 2023, our interest earnings exceeded budget by \$293,000. All these things along with our total expenditures coming in under budget by \$376,000, increased our general fund balance from 2022.

Included in our 5 Year Capital Improvement Plan, we have \$1,900,000 to replace our ladder truck at the Fire Department in 2025. Because this is such a large purchase, and our fire truck fund currently only has \$416,000, we are designating the public safety aid that we received from the State at the end of 2023 for this purchase. Although the ladder truck will be 25 years old in 2025, we may need to push this purchase back a few years to build up enough funds for the project. Any additional general fund reserves were assigned to our General Government Buildings account.

Administration did have conversations with Chief Hunter on the use of this public safety aid, and Chief Hunter did identify a list of projects that are on the PD’s priority list, but we were able to come up with a plan to fund the PD’s top priorities without the use of this aid.

BUDGET IMPACT

NA

SUPPORTING DATA/ATTACHMENTS

1. Resolution 2024-10

RESOLUTION FOR COMMITTING FUND BALANCE

RESOLUTION NO. 2024-10

COMMITTING FUND BALANCES FOR SPECIFIC PURPOSES

WHEREAS, the City Council of the City of Fairmont, Minnesota, does hereby find as follows:

WHEREAS, the Governmental Accounting Standards Board’s Statement No. 54 defines committed fund balance as amounts that can only be used for specific purposes pursuant to constraints imposed by formal action by Council, and;

WHEREAS, Council action is required before year end to formalize the commitment of fund balance to specified purposes, and;

WHEREAS, those committed amounts cannot be used for any other purpose unless the City removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the City, that the specific portions of fund balance in the identified funds are committed as follows:

City of Fairmont				
General Fund Balance				
12/31/2023				
	Balance 12-31-22	Additions	Deletions	Balance 12-31-23
<u>Restricted</u>				
Fire Dept Capital	259,574.73	4,000.00	81,764.50	181,810.23
Police Dept Capital	13,219.59	1,220.00		14,439.59
LaFrance Restoration	4,172.50			4,172.50
Dog Park	685.00		685.00	-
Band Shell	4,467.96	11,775.00	14,248.00	1,994.96
Bike Trails	2,897.00			2,897.00
	285,016.78	16,995.00	96,697.50	205,314.28
<u>Assigned</u>				
Police Equipment	46,377.12			46,377.12
Police - Drug Enforcement	54,378.46	2,154.00	765.00	55,767.46
Fire Equipment	61,000.00	455,851.00		516,851.00
Engineering Equipment	75,000.00			75,000.00
Parks and Trails	537,582.33		165,000.00	372,582.33
Aquatic Park	29,847.72			29,847.72
Cash Flow	3,000,000.00			3,000,000.00
Housing Demolition	72,538.55	80,000.00	24,056.50	128,482.05
General Government Buildings	1,734,332.46	366,563.45		2,100,895.91
Street Equipment	120,880.02			120,880.02
IT	195,366.83			195,366.83
	5,927,303.49	904,568.45	189,821.50	6,642,050.44
<u>Unassigned</u>				
Unassigned	1,500,000.00			1,500,000.00
	7,712,320.27	921,563.45	286,519.00	8,347,364.72

The foregoing resolution was passed by the City Council of the City of Fairmont this 11th day of March 2024.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



STAFF MEMO

Prepared by: Paul Hoye, Finance Director	Meeting Date: March 11, 2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.2
Reviewed by: Jeff O’Neil, Interim Administrator	Item: Consideration of the 2023 Interfund Transfers		
Presented by: Paul Hoye, Finance Director	Action Requested: Motion to approve the interfund transfers for 2023 as listed on the attached schedule.		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approve the 2023 interfund transfers Board/Commission/Committee Recommendation: NA		

PREVIOUS COUNCIL ACTION

NA

REFERENCE AND BACKGROUND

As part of the budget process, certain interfund transfers are planned and included in the budget. During the year, other transfers are required for the sound operation of the City. All transfers done throughout the year need to be approved by the City Council. Included in the 2023 Interfund Transfers are all budgeted and unbudgeted transfers done during the year

BUDGET IMPACT

NA

SUPPORTING DATA/ATTACHMENTS

1. 2023 Interfund Transfers

**City Of Fairmont
Interfund Transfers
12/31/2023**

FROM				TO	
101 General Fund	Fire Calls		105,000.00	410 Fire Truck Fund	
101 General Fund	Fire Department Gambling Acct - New Engine 6		31,050.00	411 Fire Truck Fund	
101 General Fund	Sylvania Park Band Shell		165,000.00	405 Capital Projects	
101 General Fund	PD Bikes		3,500.00	406 Capital Projects	
210 Economic Development	Downtown Facade Program		60,000.00	217 Micro Loan Fund	
210 Economic Development	Industrial Park Land Purchase		401,975.72	405 Capital Projects	
215 Revolving Loan Fund	Industrial Park Land Purchase		430,500.00	405 Capital Projects	
230 Airport	Hangar Painting, Radio Replacement		17,500.00	405 Capital Projects	
240 Lake Restoration	Gomsrud Channel		125,000.00	405 Capital Projects	
240 Lake Restoration	Habitat Restoration		7,000.00	405 Capital Projects	
250 Local Option Sales Tax	Community Center		1,240,454.57	430 Community Center Fund	
402 MSA	Debt Service Payment		27,759.00	382 2021B GO Bonds	
402 MSA	2021 Improvement Program		409,894.22	481 2021 Capital Improvements	
402 MSA	2023 Improvement Program		100,000.00	483 2023 Capital Improvements	
601 Water	Payment in Lieu of Taxes		150,369.45	101 General Fund	
601 Water	Payment in Lieu of Taxes		20,960.55	210 Economic Dev	
602 Sewer	Payment in Lieu of Taxes		91,532.98	101 General Fund	
602 Sewer	Payment in Lieu of Taxes		12,759.14	210 Economic Development	
604 Electric	Payment in Lieu of Taxes		583,097.57	101 General Fund	
604 Electric	Payment in Lieu of Taxes		81,280.28	210 Economic Development	
609 Liquor Store Fund	Gomsrud Park Improvements		77,406.00	405 Capital Projects	
609 Liquor Store Fund	Aquatic Park		15,500.00	405 Capital Projects	
609 Liquor Store Fund	Skate Park		20,000.00	405 Capital Projects	
609 Liquor Store Fund	Airport Improvements		236,000.00	450 Airport Construction	
609 Liquor Store Fund	To fund deficit		17,000.00	212 SMEC	
			4,430,539.48		
File Name: PHCIF.xls					



STAFF MEMO

Prepared by: Nick Lardy, Street/Park Superintendent	Meeting Date: 03/11/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.3
Reviewed by: Interim Administrator	Item: Consideration of the Purchase of an Open Shelter for Cedar Park West and approval of Resolution 2024-11 accepting the donation to the City.		
Presented by: Nick Lardy - Superintendent of Public Works	Action Requested: Motion 1: Motion to approve the purchase of an open shelter for the Kiwanis Club Motion 2: Motion to approve Resolution 2024-11 accepting the donation to the City. (Motion requires 2/3 vote)		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input checked="" type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

The Kiwanis club has been in contact with the Park Department to do a joint project with the city to construct an open shelter on the west side of Cedar Park. They have donated the funds to the city for the purchase price of the shelter. The city will be responsible for erection and concrete. The club will assist in any way possible to finalize the project. Their colors and logo will be displayed on the shelter to show their thoughtful donation to the parks.

This shelter will provide a nice place for the public to use while being on the unimproved west side of Cedar Park. It will have about 4 picnic tables, a garbage can and possibly a portable restroom.

BUDGET IMPACT

This purchase will not have an impact on the budget. Note: The Park Dept has \$25,000 in the 2024 CIP for the concrete and other miscellaneous items.

SUPPORTING DATA/ATTACHMENTS

CFP Quote and PO 15012 Dated 02/23/2024 to Cedar Forest Products in the amount of \$25,860.00

Resolution 2024-11 Accepting a Donation to the City



CITY OF FAIRMONT
 100 DOWNTOWN PLAZA
 FAIRMONT, MN 56031
 507-238-9461 507-238-9044 (fax)

GL ACCOUNT NO. KIWANIS CLUB ACCOUNT	PURCHASE ORDER NO. / WORK ORDER NO. 15012
VENDOR: CEDAR FOREST PRODUCTS PO BOX 145 WEST OLIVE MI 49460	SHIP TO: CITY OF FAIRMONT ATTN: NICK LARDY 840 190TH AVE (CEDAR PARK WEST) FAIRMONT MN 56031 507-236-4946

DATE ORDERED: 2/23/24 **DATE REQUIRED:**

QUANTITY	STOCK #	DESCRIPTION	PRICE	AMOUNT
		AS PER YOUR ATTACHED QUOTE #15429A DATED		
		01/16/2024 PLEASE PROVIDE THE SHELTER AS		
		DESCRIBED:		
1	LB 2024	LOW PITCH BEAM SHELTER 20X24 W NO FINISH ROOFING		\$18,360.00
1	FFS	FACTORY STAIN(1) COAT SHERWIN WILLIAMS SUPERDECK		\$2,140.00
		SUBTOTAL		\$20,500.00
		ENGINEERING		\$750.00
		FREIGHT CHARGES		\$4,610.00
		TAX EXEMPT		\$0.00
		GRAND TOTAL		\$25,860.00

PLEASE ENTER OUR ORDER FOR GOODS LISTED ABOVE. NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO COMPLETE BY DATE REQUIRED

SALES TAX EXEMPT

 AUTHORIZED SIGNATURE

QUOTE



Cedar Forest Products
 PO Box 145
 West Olive, MI 49460
 800.552.9495
info@cedarforestproducts.com

Quote To:

Cedar Forest Products
 PO Box 145
 West Olive, MI 49460

Quote #: 15429A

Dealer #: CFP

Date: 1/16/2024

Project: Kiwanis Club

Ship To: Fairmont, MN

Lead Time in Weeks*	Terms	Expiration Date
14 - wood, 14 - steel	25% Down - Balance B4 Ship	45 Days

Quantity	Model Number	Description	Unit Price	Amount
1	LB 2024	Low Pitch Beam Shelter 20' x 24' no finish roofing	\$ 18,360.00	\$ 18,360.00

Add Option(s):

1	FFS Factory Stain (1) Coat of Sherwin Williams Superdeck	\$ 2,140.00	\$ 2,140.00
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Price Includes:

- Roof pitch is 3:12, designed for a standard 50 PSF live load & 115 MPH wind speed
- Beams, rafters and headers are glulam SYP and are suited for roof loads
- Glulam Port Orford Cedar columns with metal base shoes & anchor bolts
- Zinc plated fasteners
- Roof decking shall consist of 2" x 6" nominal #1 SYP single T & G with a V-joint
- 2" x 8" cedar fascia
- 8' eave height

P.O.
15012

Excludes: Unloading, storage or installation of material, clear coat or stain, gutters & downspouts, floor drains, shingles, roofing felt, t-drip, shingle nails

Expiration: 45 Days	Quantity: 1	Quote Subtotal	\$ 20,500.00
		Engineering	\$ 750.00
		Freight Charges	\$ 4,610.00
		Quote Total	\$ 25,860.00

This Quote Does Not Include Sales Tax

*Lead times are tentative dates that start from the time that approval drawings, color selection and any payment terms are met/received. They may vary throughout the year as they are determined by our workload.

RESOLUTION 2024-11
A RESOLUTION ACCEPTING A DONATION TO THE CITY.

WHEREAS, the City of Fairmont is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens, and that acceptance of such gift is subject to a resolution of the City Council adopted by a two-thirds majority of its members; and,

WHEREAS, the Kiwanis Club of Fairmont has donated \$25,000.00 to the City of Fairmont. The donation's term and condition was to use the donation to construct an open shelter on the west side of Cedar Creek Park; and,

WHEREAS, this donation has been contributed to the city in 2024 for the benefit of its citizens, as allowed by law; and,

WHEREAS, the City Council finds that it is appropriate and in the public interest to accept the donation offered.

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

1. The donation described above is accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

PASSED, APPROVED AND ADOPTED this 11th day of March 2024.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk