

FAIRMONT CITY COUNCIL AGENDA

1. CALL TO ORDER -

- Regular meeting of the Fairmont City Council held on

MONDAY, OCTOBER 27, 2014

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

2. ROLL CALL -

Mayor Quiring
Councilors:

Anderson
Askeland
Clerc
Kallemeyn

3. DETERMINATION OF QUORUM -

4. PLEDGE OF ALLEGIANCE

5. READINGS OF MINUTES -

5.1 Minutes of Regular Meeting, October 27, 2014 **(01-02)**

6. OPEN DISCUSSION -

6.1 Open Discussion **(03)**

7. RECOGNITIONS/PRESENTATIONS -

7.1 Aquatic Invasive Species Presentation (04)

7.2 Proclaim November 7th and 8th as Poppy Days (05)

7.2a Proclamation (06)

8. SCHEDULED HEARINGS –

8.1 Public Hearing – Open Burning of Leaves (07)

8.1a M.S. 116.082 Open Burning of Leaves; Local Ordinances (08)

8.1b City Code Section 22-20 Open Burning (09)

8.1c Public Notice of Hearing (10)

9. ADMINISTRATIVE APPEALS -

10. FINANCIAL REPORTS –

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

12. LICENSES AND PERMITS –

13. OLD BUSINESS -

14. NEW BUSINESS –

14.1 Professional Service Agreement with KLJ (11)

14.1a Agreement (12-29)

15. REGULAR AND LIQUOR DISPENSARY BILLS –

15.1 October Accounts Payable

(30-55)

16. STATUS REPORTS/ORAL

17. ADJOURNMENT –

ADDITIONAL ATTACHMENTS –

(56-63)

Monthly Report – Community & Economic Development Activities, Sept., 2014

Minutes of the Fairmont Economic Development Authority, Sept. 15, 2014

Minutes of the Fairmont Airport Advisory Board, Oct. 14, 2014

Minutes Safety Council, October 20, 2014

Minutes Park Board, October 21, 2014

The minutes of the Fairmont City Council meeting held on October 13, 2014, at the City Hall Council Chambers.

Mayor Pro-tem Wes Clerc called the meeting to order at 5:30 p.m. Council Members Terry Anderson, Chad Askeland, and Joe Kallemeyn were present. Also in attendance: City Administrator Mike Humpal, City Attorney Elizabeth W. Bloomquist, Public Works Director/City Engineer Troy Nemmers, Finance Director Paul Hoye, Police Chief Greg Brolsma and City Clerk Patricia Monsen.

It was moved by Council Member Askeland, seconded by Council Member Kallemeyn and carried to approve the minutes of the regular City Council meeting of September 22, 2014.

There was no open discussion.

Mayor Pro-tem Clerc read a proclamation proclaiming October 20, 2014 as "Jerry Simon Day" and recipient of the Golden Deeds Award by the Fairmont Exchange Club.

Council Member Anderson made a motion to approve a permit for the Glows Parade on November 21, 2014. Council Member Kallemeyn seconded the motion and the motion passed.

On September 22, 2014, City Council directed Humpal to investigate what could be done about the train whistles in the City. Humpal presented information from his research.

Council Member Anderson made a motion to approve an agreement with the school district for the use of the city council chambers in exchange for \$13,000.00 or half of the cost for upgrades to the audio and video equipment. Council Member Askeland seconded the motion and the motion carried.

Council Member Askeland made a motion to authorize Humpal to purchase properties at 1218 East Elm, 512 Elm and 612 Tilden Street in an amount not to exceed \$10,500.00. Council Member Kallemeyn seconded the motion and the motion carried.

Council Member Askeland made a motion to approve a wireless contract with BevComm for the Southern Minnesota Educational Campus facility. Council Member Kallemeyn seconded the motion and the motion carried.

At approximately 5:50 p.m., Mayor Quiring joined the meeting.

Council Member Askeland made a motion to adopt **Resolution 2014-26** approving the double frontage deferral applications from six residents along the Albion Avenue Improvement Project number 5714001. Council Member Kallemeyn seconded the motion. On roll call: Council Members Anderson, Askeland, Clerc and Kallemeyn, all voted aye. No one voted nay. Mayor Quiring declared said motion passed.

Council Member Askeland made a motion to adopt **Resolution 2014-27**, approving the senior citizen deferral application of Ronnie K. Gilmore for 1524 Albion Avenue. Council Member Kallemeyn seconded the motion. On roll call: Council Members Anderson, Askeland, Clerc and Kallemeyn all voted aye. No one voted nay. Mayor Quiring declared said motion passed.

Council Member Clerc made a motion to adopt **Resolution 2014-28** authorizing the Police Department to enter into a grant agreement with MN DPS for traffic safety "Toward Zero Deaths" projects from October 1, 2014 through September 20, 2015. Council Member Askeland seconded the motion. On roll call: Council Members Askeland, Clerc, Kallemeyn, and Anderson all voted aye. No one voted nay. Mayor Quiring declared said motion passed.

After much discussion, Council Member Clerc made a motion to leave the City Administrator's salary according to the comparable worth pay plan with no salary increase outside the plan. Council Member Askeland seconded the motion. Council Members Askeland, Clerc and Kallemeyn all voted aye. Council Member Anderson voted nay. Mayor Quiring declared said motion passed.

Council Member Kallemeyn made a motion to approve the amended Schedule A to the current Power Sales Contract between SMMPA and the City of Fairmont. Council Member Askeland seconded the motion and the motion passed.

Due to the resignation of Darin Rahm, Ward 1 representative, Council Member Kallemeyn made a motion to approve **Resolution 2014-29**, declaring a vacancy exists on the City Council. Council Member Anderson seconded the motion. On roll call: Council Members Clerc, Kallemeyn, Anderson and Askeland all voted aye. No one voted nay. Mayor Quiring declared said motion passed.

A motion was made by Council Member Askeland, seconded by Council Member Clerc and carried to adjourn the meeting at 6:35 p.m.

ATTEST:


Randy J. Quiring
Mayor

Patricia J. Monsen, City Clerk

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 6.1

MEETING DATE: October 27, 2014

SUBJECT: Open Discussion

REVIEWED BY: Mike Humpal, CECD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND:

INTRODUCED BY: Mayor Randy Quiring

COUNCIL LIAISON:

TYPE OF ACTION:

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

RECOMMENED ACTION BY:

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

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

MOTION: None

VOTE REQUIRED:

ATTACHMENTS:


1. _____
2. _____
3. _____

Council Action: _____ Date: _____

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 7.1

MEETING DATE: October 27, 2014

SUBJECT: Aquatic Invasive Species Presentation

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

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

RECOMMENED ACTION BY:

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

STATEMENT: Kathy Smith from Martin County Soil and Water and Eric Schettler, Minnesota DNR Conservation Officer will be making a presentation on aquatic invasive species.

MOTION: None

VOTE REQUIRED:

ATTACHMENTS:


1. _____
2. _____
3. _____

Council Action: _____ Date: _____

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 7.2

MEETING DATE: October 27, 2014

SUBJECT: Proclaim November 7th and November 8th, 2014 Poppy Days

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input checked="" type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

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

RECOMMENED ACTION BY:

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

STATEMENT: Mayor Randy J. Quiring will proclaim November 7th and November 8th, 2014 as Poppy Days in the City of Fairmont

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

1. Proclamation
- 2.
- 3.

Council Action: _____ Date: _____



Phone (507) 238-9461

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

Fax (507) 238-9469

PROCLAMATION

WHEREAS, *The American Legion Post 36 of Fairmont, Minnesota, and its Women's Auxiliary, have adopted the Poppy as their commemorative symbol; and,*

WHEREAS, *The memorial Poppy, assembled by disabled veterans, pays respectful tribute to those killed in war, and also benefits living veterans and their families; and,*

WHEREAS, *Public donations for Poppies fund rehabilitation programs within each local community that benefit veterans, their families, and ultimately our state and nation.*

NOW, THEREFORE, *be it proclaimed, that I, Randy J. Quiring, Mayor of the City of Fairmont, do hereby proclaim November 7th and November 8th, 2014, to be*

POPPY DAYS

and further, I urge all citizens to wear a memorial Poppy as a symbol of their deep appreciation for the services rendered by our nation's veterans.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Fairmont to be affixed at the City Hall.*




Randy J. Quiring

Randy J. Quiring, Mayor

C I T Y O F L A K E S

MEETING DATE: October 27, 2014

SUBJECT: Public Hearing – Open Burning of Leaves

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

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

RECOMMENDED ACTION BY:

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

STATEMENT: The Council will take public input on the issue of burning leaves in the City.

MOTION 1: To close Public Hearing

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. M.S. 116.082 Open Burning of Leaves; Local Ordinances
2. City Code Section 22-20 Open Burning
3. Public Notice of Hearing

Council Action: _____ Date: _____

116.082 OPEN BURNING OF LEAVES; LOCAL ORDINANCES.

Subject to sections 88.16, 88.17 and 88.22, but notwithstanding any law or rule to the contrary, a town or home rule charter or statutory city located outside the metropolitan area as defined in section 473.121, subdivision 2, by adoption of an ordinance, may permit the open burning of dried leaves within the boundaries of the town or city. The ordinance shall limit leaf burning to the period between September 15 and December 1 and shall set forth limits and conditions on leaf burning to minimize air pollution and fire danger and any other hazards or nuisance conditions. No open burning of leaves shall take place during an air pollution alert, warning or emergency declared by the agency. Any town or city adopting an ordinance pursuant to this section shall submit a copy of the ordinance to the agency and the Department of Natural Resources.

History: 1982 c 569 s 37

Sec. 22-20. Open burning.

Open burning of solid wastes is prohibited in the city except as hereinafter set forth. The open burning of dry leaves shall be permitted within the city with a permit issued by the city fire warden between September 15 and December 1, subject to the following:

- (1) Burning shall be limited to dried leaves only, and burning shall be conducted in such a manner to minimize pollution, hazards, and nuisances associated with open burning.
- (2) Burning leaves shall not be permitted upon any public property or public right-of-way.
- (3) Burning shall be permitted only between 8:00 a.m. and 8:00 p.m.
- (4) An adult shall be in constant attendance during the burning of any leaves.
- (5) The burning of leaves shall not be permitted at a distance closer than twenty-five (25) feet from any structure or combustible materials.
- (6) Any residue materials shall be removed after the fire has been extinguished so as to prevent any resident from entering the storm or sewer systems of the city or from entering any lakes or stream.
- (7) Adequate fire protective measures must be taken such as:
 - a. Fire extinguisher available on site, or;
 - b. Pail of water available on site, or;
 - c. Connected garden hose stretched to site.
- (8) No burning of leaves shall take place during an air pollution alert, warning or emergency declared by the Minnesota Pollution Control Agency.
- (9) Smoke and ash shall not be allowed to blow or drift toward any occupied structure within fifty (50) feet of the fire.

(Code 1984, Title 7, § 250; Ord. No. 95-6, 1-23-95)

State law reference— *Open burning of dried leaves. M.S. § 116.082*



PUBLIC HEARING NOTICE

YOUR ATTENTION is called by the Fairmont City Council to a public hearing to be held on **October 27, 2014, 2014 at 5:30 p.m. at the Fairmont City Hall Council Chambers, 100 Downtown Plaza, in the City of Fairmont** to take public input on the topic of:


Open Burning of Leaves

All persons interested are invited to attend the public hearing to offer their comments related to this topic. Written comments can also be submitted to Patricia J. Monsen, City Clerk, Fairmont City Hall, 100 Downtown Plaza, Fairmont, MN 56031.

/s/ Patricia J. Monsen
City Clerk

MEETING DATE: October 27, 2014

SUBJECT: Professional service agreement with KLJ

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Troy Nemmers, PE, Director of Public Works/City Engineer

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

COUNCIL LIAISON:

TYPE OF ACTION:

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

RECOMMENDED ACTION BY:

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

STATEMENT: Attached is the professional services agreement with KLJ to perform the consulting services at the Fairmont Municipal Airport. This contract represents a master contract for the City. Individual task orders will be prepared for each individual project. These task orders will specify the deliverables and costs for each project. The Airport Advisory Board is recommending approval of this agreement.

MOTION: Approve the professional services agreement with KLJ for the Fairmont Municipal Airport.

VOTE REQUIRED: Majority

ATTACHMENTS:

1. Standard Form of Agreement excluding attachments (attachments are available upon request)
- 2.
- 3.

Council Action: _____ Date: _____

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of October 1, 2014 ("Effective Date") between
City of Fairmont, Minnesota ("Owner") and
Kadrmass Lee & Jackson, Inc. ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Schedule of Engineer's Services."
- B. The general format of a Task Order is shown in Attachment 1 to this Agreement.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, Engineer's services, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Schedule of Owner's Responsibilities," and in each Task Order.

- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and the Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in

progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- J. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C-700, 2002 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished by Engineer, if Owner does not retain Engineer, by Task Order or otherwise, for project observation, or review of a Contractor's performance, or any construction phase services, and such services will be provided by Owner or others, then (1) Engineer shall have no design or shop drawing review obligations during construction; (2) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (3) Owner waives any claims against the Engineer that may be in any way connected thereto. In such a case, Engineer's Basic Services under the applicable Task Order will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A and the Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the

receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a license to use the Documents on the Specific Project, extensions of the Specific Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project.
- B. At all times when any Task Order is under performance, Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to a Specific Project.
- C. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to

commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.

- E. All policies of property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.05 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order upon seven days written notice to Engineer.
- 2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

B. *Termination.* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice

begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

D. *Payments Upon Termination*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

A. This Agreement is to be governed by the law of the state in which the principal office of the Owner is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this

Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

A. With respect to each Task Order, Specific Project, and Site:

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
3. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party

encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Specific Project.

6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

- F. *Applicability to Task Orders.* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:
1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
 2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
 3. *Agreement* – This "Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.
 4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
 7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.
13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement.

Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.
19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *PCBs* – Polychlorinated biphenyls.
31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
34. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.
35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Task Order.
36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way

and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.

39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
40. *Specific Project* – An undertaking of Owner as set forth in a Task Order.
41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.
43. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.
46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

Included? (Yes or No)	Exhibit Letter	Exhibit Title
		Attachment 1 – Task Order Form
Yes	A	Schedule of Engineer's Services
Yes	B	Schedule of Owner's Responsibilities
Yes	C	Payments to Engineer for Services and Reimbursable Expenses
Yes	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
No	E	Notice of Acceptability of Work (Form)
No	F	Construction Cost Limit
Yes	G	Insurance
Yes	H	Dispute Resolution
Yes	I	Allocation of Risks
Yes	J	Special Provisions
Yes	K	Amendment to Task Order Form

8.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 18 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Amendments to Task Orders shall be in writing, based upon the format provided in Exhibit K, "Amendment to Task Order."

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: City of Fairmont

ENGINEER: Kadrmas Lee & Jackson

By: _____

By: _____

Name: Randy Quiring

Name: Barry Schuchard

Title: Mayor

Title: Chief Production Officer

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

100 Downtown Plaza

4585 Coleman Street

Fairmont, MN 56031

Bismarck, ND 58503

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Troy Nemmers, PE

Marcus Watson

Title: Public Works Director/City Eng.

Title: Aviation Planner

Phone Number: 508-238-3942

Phone Number: 651-222-2176


E-Mail
Address: tnemmers@fairmont.org

E-Mail
Address: marcus.watson@kljeng.com

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 15.1

MEETING DATE: October 27, 2014

SUBJECT: Accounts Payable

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Paul Hoyer, Finance Director

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

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

RECOMMENDED ACTION BY:

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

STATEMENT: The bills for the month of October, 2014 are attached for Council approval.

MOTION: To approve payment of the October, 2014 bills.

VOTE REQUIRED:

ATTACHMENTS:

1. Bills
- 2.
- 3

Council Action: _____ Date: _____

Accounts Payable

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>5th & Plaza</u>					
5th & Plaza	Aquatic Park	Building Repair Supplies	30.71	120108	10/28/2014
5th & Plaza	Parks	Building Repair Supplies	32.79	120108	10/28/2014
5th & Plaza	Parks	Building Repair Supplies	32.79	120108	10/28/2014
5th & Plaza	Aquatic Park	Building Repair Supplies - Pool	27.19	120108	10/28/2014
5th & Plaza	Parks	Building Repair Supplies	32.79	120108	10/28/2014
5th & Plaza	Parks	Building Repair Supplies	14.96	120108	10/28/2014
5th & Plaza	Aquatic Park	Building Repair Supplies	14.96	120108	10/28/2014
		Total for 5th & Plaza	186.19		
<u>A.H. Hermel Company</u>					
A.H. Hermel Company	Liquor - Mdse for Resale	Office Supplies	7.90	119914	10/06/2014
A.H. Hermel Company	Liquor Store	Office Supplies	343.30	119914	10/06/2014
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	195.21	119914	10/06/2014
A.H. Hermel Company	Liquor - Mdse for Resale	Misc.	121.84	119914	10/06/2014
		Total for A.H. Hermel Company	668.25		
<u>Aggregate & Ready Mix Of Minn</u>					
Aggregate & Ready Mix Of Minn	Engineering	Registration - T Cowing - ST3025 Bituminous St	425.00	119880	10/01/2014
		Total for Aggregate & Ready Mix Of Minn	425.00		
<u>Alcohol & Gambling Enforc</u>					
Alcohol & Gambling Enforc	Liquor Store	Renewal of Buyers Card for MLS	20.00	119881	10/01/2014
		Total for Alcohol & Gambling Enforc	20.00		
<u>American Pest Control</u>					
American Pest Control	Fire Fighting	Contracted Service - Fire Hall Oct 2014	65.00	120110	10/28/2014
American Pest Control	Airport	Contracted Service - Airport Oct 2014	56.00	120110	10/28/2014
American Pest Control	General Government Buildings	Contracted Service - Senior Citizen Center Oct 2014	50.00	120110	10/28/2014
		Total for American Pest Control	171.00		
<u>AmeriPride Services Inc.</u>					
AmeriPride Services Inc.	Paved Streets	Cleaning Supplies - Street	118.07	120111	10/28/2014
AmeriPride Services Inc.	Paved Streets	Cleaning Supplies - Street	109.78	120111	10/28/2014
		Total for AmeriPride Services Inc.	227.85		
<u>Arctic Glacier USA, Inc.</u>					
Arctic Glacier USA, Inc.	Liquor - Mdse for Resale	Ice	51.85	119915	10/06/2014
Arctic Glacier USA, Inc.	Liquor - Mdse for Resale	Ice	153.70	119915	10/06/2014
Arctic Glacier USA, Inc.	Liquor - Mdse for Resale	Ice	178.65	119915	10/06/2014
		Total for Arctic Glacier USA, Inc.	384.20		
<u>Ameson Distributing Company</u>					
Ameson Distributing Company	Liquor - Mdse for Resale	Beer	949.80	119916	10/06/2014
Ameson Distributing Company	Liquor - Mdse for Resale	Beer	1,286.60	120112	10/28/2014
		Total for Ameson Distributing Company	2,236.40		
<u>Arnold Motor Supply</u>					
Arnold Motor Supply	Aquatic Park	Building Supplies	143.64	120113	10/28/2014
Arnold Motor Supply	Central Garage	Equipment Parts	50.86	120113	10/28/2014

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>Arnold's of No. Mankato</u>			194.50		
Arnold's of No. Mankato	Parks	Arnold Motor Supply			
Arnold's of No. Mankato	Parks	Maint Equipment	120114	120114	10/28/2014
Arnold's of No. Mankato	Parks	Maint Equipment	120114	120114	10/28/2014
Arnold's of No. Mankato	Parks	Maint Equipment	120114	120114	10/28/2014
<u>Barco Municipal Products, Inc.</u>			353.97		
Barco Municipal Products, Inc.	Paved Streets	Arnold's of No. Mankato			
Barco Municipal Products, Inc.	Parks	Sign Repair	120115	120115	10/28/2014
Barco Municipal Products, Inc.	Parks	Sign Repair	120115	120115	10/28/2014
Barco Municipal Products, Inc.	Paved Streets	Sign Repair	120115	120115	10/28/2014
<u>Beemer Companies</u>			2,073.01		
Beemer Companies	Parks	Barco Municipal Products, Inc.			
		Grade Ice Rink on 10th Street	687.50	120116	10/28/2014
<u>Bellboy Corporation</u>			687.50		
Bellboy Corporation		Beemer Companies			
Bellboy Corporation	Liquor - Mdse for Resale	Freight	40.00	119917	10/06/2014
Bellboy Corporation	Liquor - Mdse for Resale	Misc.	183.55	119917	10/06/2014
Bellboy Corporation	Liquor - Mdse for Resale	Wine	224.00	119917	10/06/2014
Bellboy Corporation	Liquor - Mdse for Resale	Freight	4.86	119917	10/06/2014
Bellboy Corporation	Liquor - Mdse for Resale	Liquor & Freight	1,043.10	120117	10/28/2014
Bellboy Corporation	Liquor - Mdse for Resale	Liquor & Freight	22.00	120117	10/28/2014
Bellboy Corporation	Liquor - Mdse for Resale	Misc. & Freight	4.00	120117	10/28/2014
Bellboy Corporation	Liquor - Mdse for Resale	Misc. & Freight	73.10	120117	10/28/2014
Bellboy Corporation	Liquor - Mdse for Resale	Liquor	1,112.30	119917	10/06/2014
Bellboy Corporation	Liquor - Mdse for Resale	Liquor	2,706.91	119917	10/06/2014
<u>Bettin Trucking, Inc.</u>					
Bettin Trucking, Inc.	Ice & Snow Removal	Bellboy Corporation			
		Sand & Salt	871.92	120118	10/28/2014
<u>Bevcomm Inc</u>			871.92		
Bevcomm Inc	Data Processing	Bettin Trucking, Inc.			
Bevcomm Inc	Liquor Store	Telephone	31.13	119933	10/08/2014
Bevcomm Inc	Aquatic Park	Telephone	12.49	119933	10/08/2014
Bevcomm Inc	Airport	Telephone	8.71	119933	10/08/2014
Bevcomm Inc	Data Processing	Telephone	2.88	119933	10/08/2014
Bevcomm Inc	City Attorney	Labor On Equipment	4,042.80	119933	10/08/2014
Bevcomm Inc	Director of Finance	Telephone	3.87	119933	10/08/2014
Bevcomm Inc	City Manager	Telephone	4.70	119933	10/08/2014
Bevcomm Inc	Animal Control	Telephone	33.47	119933	10/08/2014
Bevcomm Inc	Fire Fighting	Telephone	28.08	119933	10/08/2014
Bevcomm Inc	Building Inspection	Telephone	1.06	119933	10/08/2014
Bevcomm Inc	Paved Streets	Telephone	5.56	119933	10/08/2014
Bevcomm Inc	Engineering	Telephone	9.34	119933	10/08/2014
Bevcomm Inc	Parks	Telephone	6.42	119933	10/08/2014
Bevcomm Inc	Parks	Telephone	2.09	119933	10/08/2014

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Bevcomm Inc	Economic Development	Telephone	0.48	119933	10/08/2014
Total for		Bevcomm Inc	4,193.08		
<u>Bloomquist</u>					
Bloomquist	City Attorney	Reimburse - Telephone	110.00	0	10/01/2014
Total for		Bloomquist	110.00		
<u>Boekett Building Supply</u>					
Boekett Building Supply	Parks	Building Repair Supplies	4,838.02	120119	10/28/2014
Boekett Building Supply	Parks	Equipment Parts	6.12	120119	10/28/2014
Boekett Building Supply	Parks	Shop Materials	21.99	120119	10/28/2014
Boekett Building Supply	Parks	Building Repair Supplies	17.08	120119	10/28/2014
Boekett Building Supply	SMEC Building	Building Repair Supplies	6.42	120119	10/28/2014
Boekett Building Supply	Parks	Building Repair Supplies	19.97	120119	10/28/2014
Total for		Boekett Building Supply	4,909.60		
<u>Bolton & Menk, Inc.</u>					
Bolton & Menk, Inc.	Paved Streets	Engineering Fees - Albion Ave 2014	13,840.75	119882	10/01/2014
Bolton & Menk, Inc.	Paved Streets	Woodland Ave Bridge Channel - Design Engineering	6,860.50	120120	10/28/2014
Bolton & Menk, Inc.	Engineering	Hengen St Basin Improve. Canyon Drive/Hengen St.	1,303.00	120120	10/28/2014
Bolton & Menk, Inc.	Paved Streets	Albion Ave Reconstruction - Conststruction Engineering	34,346.50	120120	10/28/2014
Total for		Bolton & Menk, Inc.	56,350.75		
<u>Borchardt, Doug</u>					
Borchardt, Doug	Fire Fighting	Reimburse Expenses	49.00	0	10/09/2014
Borchardt, Doug	Fire Fighting	Reimburse Expenses	16.00	0	10/09/2014
Borchardt, Doug	Fire Fighting	Reimburse - 10-15 to 10-17-14 Conf. St. Cloud Fire Chief	636.11	0	10/28/2014
Total for		Borchardt, Doug	701.11		
<u>Boyer Ford Trucks, Inc.</u>					
Boyer Ford Trucks, Inc.	Storm Sewer Mnt	Equipment Repairs	157.35	120121	10/28/2014
Boyer Ford Trucks, Inc.	Storm Sewer Mnt	Equipment Repairs	9.67	120121	10/28/2014
Total for		Boyer Ford Trucks, Inc.	167.02		
<u>Brolsma, Greg / Petty Cash</u>					
Brolsma, Greg / Petty Cash	Crime Control & Investigation	Postage - PD	19.60	119934	10/08/2014
Total for		Brolsma, Greg / Petty Cash	19.60		
<u>Buhmann</u>					
Buhmann	Police Training	Reimburse - 9-21 & 9-22 St. Cloud Driving School	148.85	0	10/08/2014
Total for		Buhmann	148.85		
<u>BusinessWare Solutions</u>					
BusinessWare Solutions	Data Processing	Office Supplies	682.57	119935	10/08/2014
Total for		BusinessWare Solutions	682.57		
<u>Cardmember Services</u>					
Cardmember Services	Mayor & Council	Council - Travel Expense	226.96	120041	10/14/2014
Cardmember Services	Crime Control & Investigation	Office Supplies - PD	101.19	120041	10/14/2014
Cardmember Services	Crime Control & Investigation	Service - PD	434.07	120041	10/14/2014
Total for		Cardmember Services	762.22		
<u>Carquest Auto Parts Stores</u>					

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Carquest Auto Parts Stores	Central Garage	Vehicle Maint & Repairs	5.69	120122	10/28/2014
Carquest Auto Parts Stores	Ice & Snow Removal	Vehicle Maint & Repairs	34.96	120122	10/28/2014
Carquest Auto Parts Stores	Road & Bridge Equipment	Vehicle Maint & Repairs	67.19	120122	10/28/2014
Carquest Auto Parts Stores	Paved Streets	Vehicle Maint & Repairs	10.06	120122	10/28/2014
Carquest Auto Parts Stores	Central Garage	Vehicle Maint & Repairs	57.11	120122	10/28/2014
Carquest Auto Parts Stores	Airport	Vehicle Maint & Repairs	13.14	120122	10/28/2014
Carquest Auto Parts Stores	Airport	Vehicle Maint & Repairs	39.15	120122	10/28/2014
Carquest Auto Parts Stores	Road & Bridge Equipment	Vehicle Maint & Repairs	9.83	120122	10/28/2014
Carquest Auto Parts Stores	Parks	Vehicle Maint & Repairs	14.58	120122	10/28/2014
Carquest Auto Parts Stores	Fire Fighting	Vehicle Maint & Repairs	624.27	120122	10/28/2014
Carquest Auto Parts Stores	Crime Control & Investigation	Vehicle Maint & Repairs	37.22	120122	10/28/2014
Carquest Auto Parts Stores	Garbage Collection	Vehicle Maint & Repairs	13.14	120122	10/28/2014
City Of Mankato		Carquest Auto Parts Stores	926.34		
City Of Mankato	Crime Control & Investigation	2014 Shared Records System Expense	14,997.00	120123	10/28/2014
City of NewUlm		City Of Mankato	14,997.00		
City of NewUlm	Building Inspection	Professional Fees - August 2014	550.53	119883	10/01/2014
City of NewUlm		City of NewUlm	550.53		
Cleanrite Carpet Service, Inc.					
Cleanrite Carpet Service, Inc.	General Government Buildings	Services October 2014 City Hall	579.00	119936	10/08/2014
Cleanrite Carpet Service, Inc.	Economic Development	Services October 2014 Incubator Building	80.00	119936	10/08/2014
Cleanrite Carpet Service, Inc.	Fire Fighting	Services October 2014 Fire Dept	369.00	119936	10/08/2014
Cowling, Tyler L		Cleanrite Carpet Service, Inc.	1,028.00		
Cowling, Tyler L	Engineering	Safety Shoes	169.95	0	10/28/2014
CRA Payment Center		Cowling, Tyler L	169.95		
CRA Payment Center	Paved Streets	Other Equipment - Caterpillar 924K	11,912.00	120124	10/28/2014
Cress Refrigeration		CRA Payment Center	11,912.00		
Cress Refrigeration	Liquor Store	Equipment Repairs	150.00	120125	10/28/2014
Cress Refrigeration	Liquor Store	Service - Liquor Store	195.54	119937	10/08/2014
Crime Prevention & Criminal Ap		Cress Refrigeration	345.54		
Crime Prevention & Criminal Ap	Crime Control & Investigation	Fairmont Crime Prevention & Criminal Apprehension Fund	3,000.00	119874	09/24/2014
Crown Industries, Inc.		Crime Prevention & Criminal Ap	3,000.00		
Crown Industries, Inc.	Airport	Equipment Maint	69.75	120126	10/28/2014
Crysteel Truck Equipment Inc		Crown Industries, Inc.	69.75		
Crysteel Truck Equipment Inc	Road & Bridge Equipment	Vehicle Maint	114.86	120127	10/28/2014
		Crysteel Truck Equipment Inc	114.86		

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>Culligan Water of Fairmont</u>					
Culligan Water of Fairmont	Fire Fighting	Office Supplies - Fire Dept.	19.90	119938	10/08/2014
Culligan Water of Fairmont	Aquatic Park	Operating Supplies - Aquatic Park	884.50	119938	10/08/2014
Culligan Water of Fairmont	Fire Fighting	Office Supplies - Fire Dept.	40.75	119938	10/08/2014
Total for		Culligan Water of Fairmont	945.15		
<u>Cutter's Choice</u>					
Cutter's Choice	Central Garage	Equipment Parts	12.73	120128	10/28/2014
Total for		Cutter's Choice	12.73		
<u>Dan's Appliance, Inc.</u>					
Dan's Appliance, Inc.	Poetter's Circle	Poetter Circle - Repairs	683.99	119884	10/01/2014
Total for		Dan's Appliance, Inc.	683.99		
<u>Day Plumbing Heating & Cooling, Inc.</u>					
Day Plumbing Heating & Cooling, Inc.	Aquatic Park	Parts - Aquatic Park	4.73	119939	10/08/2014
Total for		Day Plumbing Heating & Cooling, Inc.	4.73		
<u>Duininck</u>					
Duininck	Ice & Snow Removal	Sand	886.45	120129	10/28/2014
Total for		Duininck	886.45		
<u>Eagle America, Inc.</u>					
Eagle America, Inc.	Fire Fighting	Vehicle Maint	86.00	120130	10/28/2014
Total for		Eagle America, Inc.	86.00		
<u>Eagle Engraving, Inc.</u>					
Eagle Engraving, Inc.	Fire Fighting	Office Supplies	165.51	120131	10/28/2014
Total for		Eagle Engraving, Inc.	165.51		
<u>Environmental Systems Research</u>					
Environmental Systems Research Institute, I	Engineering	Service/Support - Engineering	800.00	120132	10/28/2014
Total for		Environmental Systems Research	800.00		
<u>Equifax Credit Information</u>					
Equifax Credit Information	City Manager	Office	35.00	119940	10/08/2014
Total for		Equifax Credit Information	35.00		
<u>Erickson Engineering</u>					
Erickson Engineering	Lake Restoration	Design Engineering - Bridge	684.50	119885	10/01/2014
Total for		Erickson Engineering	684.50		
<u>Exchange Club Of Fairmont</u>					
Exchange Club Of Fairmont	Police Administration	Quarterly Dues - Golden Deeds	64.30	120133	10/28/2014
Total for		Exchange Club Of Fairmont	64.30		
<u>Fairmont Chamber of Commerce</u>					
Fairmont Chamber of Commerce	Mayor & Council	Martin County Booth Fair	35.00	119886	10/01/2014
Fairmont Chamber of Commerce	Focus on Fairmont	Project 1590: postage and use of bulk mailing permit	104.08	119875	09/29/2014
Total for		Fairmont Chamber of Commerce	139.08		
<u>Fairmont Convention & Visitors B</u>					
Fairmont Convention & Visitors Bureau	Economic Development	Exit 102 Billboard (10-01-14 - 09-30-15)	750.00	119941	10/08/2014
Fairmont Convention & Visitors Bureau	CVB	Hotel/Motel August due in Sept, 2014 less 5%.	16,253.04	119887	10/01/2014
Total for		Fairmont Convention & Visitors B	17,003.04		

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<u>Fairmont Fire Relief Association</u>					
Fairmont Fire Relief Association	Fire Fighting	Fire Relief Assoc.	87,208.99	119942	10/08/2014
Total for Fairmont Fire Relief Association			87,208.99		
<u>Fairmont Ford</u>					
Fairmont Ford	Road & Bridge Equipment	Vehicle Repairs	624.86	120134	10/28/2014
Fairmont Ford	Parks	Tires	239.82	120134	10/28/2014
Total for Fairmont Ford			864.68		
<u>Fairmont Glass & Sign Products, Inc.</u>					
Fairmont Glass & Sign Products, Inc.	Liquor Store	Building Repairs - Liquor Store	36.00	120135	10/28/2014
Fairmont Glass & Sign Products, Inc.	Aquatic Park	Building Repairs	48.78	120135	10/28/2014
Fairmont Glass & Sign Products, Inc.	Airport	Building Repairs - Airport	105.08	120135	10/28/2014
Fairmont Glass & Sign Products, Inc.	Liquor Store	Building Repairs - Liquor Store	35.60	120135	10/28/2014
Total for Fairmont Glass & Sign Products, Inc.			225.46		
<u>Fairmont Rotary Club</u>					
Fairmont Rotary Club	Director of Finance	Quarterly Dues Oct - Dec 2014	109.00	120136	10/28/2014
Total for Fairmont Rotary Club			109.00		
<u>Fairmont True Value</u>					
Fairmont True Value	Aquatic Park	Equipment Parts	16.03	120137	10/28/2014
Fairmont True Value	Storm Sewer Mnt	Equipment Repairs	39.99	120137	10/28/2014
Fairmont True Value	Parks	Maint Supplies	13.48	120137	10/28/2014
Fairmont True Value	Parks	Maint Supplies	22.29	120137	10/28/2014
Total for Fairmont True Value			91.79		
<u>Fastenal Company</u>					
Fastenal Company	Storm Sewer Mnt	Equipment Repairs	14.12	120138	10/28/2014
Total for Fastenal Company			14.12		
<u>Federated Rural Electric Association</u>					
Federated Rural Electric Association	Airport	Electric - Airport	27.71	119943	10/08/2014
Total for Federated Rural Electric Association			27.71		
<u>Finance & Commerce, Inc.</u>					
Finance & Commerce, Inc.	Lake Restoration	Advertising Woodland Ave Channel	185.23	119888	10/01/2014
Total for Finance & Commerce, Inc.			185.23		
<u>Fire Safety USA, Inc.</u>					
Fire Safety USA, Inc.	Fire Fighting	Equipment Parts	175.00	120139	10/28/2014
Fire Safety USA, Inc.	Fire Fighting	Equipment Parts	402.50	120139	10/28/2014
Total for Fire Safety USA, Inc.			577.50		
<u>Fleet & Farm Supply</u>					
Fleet & Farm Supply	Ice & Snow Removal	Cleaning Supplies	42.99	120140	10/28/2014
Fleet & Farm Supply	Storm Sewer Mnt	Cleaning Supplies	14.29	120140	10/28/2014
Fleet & Farm Supply	Parks	Cleaning Supplies	11.47	120140	10/28/2014
Fleet & Farm Supply	Parks	Cleaning Supplies	14.97	120140	10/28/2014
Fleet & Farm Supply	Crime Control & Investigation	Cleaning Supplies	47.99	120140	10/28/2014
Fleet & Farm Supply	Airport	Cleaning Supplies	36.94	120140	10/28/2014
Fleet & Farm Supply	Engineering	Cleaning Supplies	23.96	120140	10/28/2014

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Fleet & Farm Supply	Fire Fighting	Cleaning Supplies	1.60	120140	10/28/2014
Fleet & Farm Supply	Liquor Store	Cleaning Supplies	37.97	120140	10/28/2014
Fleet & Farm Supply	Parks	Cleaning Supplies	139.07	120140	10/28/2014
Fleet & Farm Supply	Paved Streets	Cleaning Supplies	20.94	120140	10/28/2014
Total for		Fleet & Farm Supply	392.19		
<u>Fleet Services Division</u>					
Fleet Services Division	Crime Control & Investigation	Vehicle Rental - September 2014	4,200.30	120141	10/28/2014
Fleet Services Division	Crime Control & Investigation	Vehicle Rental - August 2014	4,454.16	120141	10/28/2014
Total for		Fleet Services Division	8,654.46		
<u>FleetPride</u>					
FleetPride	Fire Fighting	Vehicle Parts - Fire Dept	356.70	120142	10/28/2014
Total for		FleetPride	356.70		
<u>Frontier Communications</u>					
Frontier Communications	City Attorney	Telephone	74.35	119944	10/08/2014
Frontier Communications	Data Processing	Internet Service -9-20-14 to 10-20-14	424.00	119889	10/01/2014
Frontier Communications	Planning & Zoning	Telephone	74.35	119944	10/08/2014
Frontier Communications	Airport	Telephone - Airport Lobby	190.42	120094	10/16/2014
Frontier Communications	Central Garage	Telephone	29.74	119944	10/08/2014
Frontier Communications	Crime Control & Investigation	Telephone - PD	65.34	120143	10/28/2014
Frontier Communications	Library	Telephone -Martin County Library	333.46	120042	10/14/2014
Frontier Communications	Airport	Telephone	160.29	119944	10/08/2014
Frontier Communications	Economic Development	Telephone	59.48	119944	10/08/2014
Frontier Communications	Fire Fighting	Telephone	70.26	119944	10/08/2014
Frontier Communications	Recording & Reporting	Telephone	89.22	119944	10/08/2014
Frontier Communications	Parks	Telephone	87.87	119944	10/08/2014
Frontier Communications	Building Inspection	Telephone	74.35	119944	10/08/2014
Frontier Communications	Engineering	Telephone	193.30	119944	10/08/2014
Frontier Communications	Paved Streets	Telephone	158.36	119944	10/08/2014
Frontier Communications	Crime Control & Investigation	Telephone - PD	432.72	120143	10/28/2014
Frontier Communications	City Manager	Telephone	193.27	119944	10/08/2014
Frontier Communications	Crime Control & Investigation	Telephone	44.61	119944	10/08/2014
Frontier Communications	Animal Control	Telephone	125.68	119944	10/08/2014
Frontier Communications	Liquor Store	Telephone	240.38	119944	10/08/2014
Frontier Communications	Director of Finance	Telephone	74.35	119944	10/08/2014
Total for		Frontier Communications	3,195.80		
<u>FullStack</u>					
FullStack	Crime Control & Investigation	Repair Broken Web	115.00	120144	10/28/2014
Total for		FullStack	115.00		
<u>G & R Controls, Inc.</u>					
G & R Controls, Inc.	Library	Shared Expenses Martin Co. Library Repairs	668.10	120043	10/14/2014
Total for		G & R Controls, Inc.	668.10		
<u>Gemini Studios</u>					
Gemini Studios	Local Access	Service - Local Access Channel October 2014	550.00	120145	10/28/2014

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>GMS Industrial Supplies, Inc.</u>			550.00		
GMS Industrial Supplies, Inc.	Road & Bridge Equipment	Total for Gemini Studios			
GMS Industrial Supplies, Inc.	Road & Bridge Equipment	Equipment Parts	193.54	120146	10/28/2014
		Equipment Parts	66.51	120146	10/28/2014
		Total for	260.05		
<u>GMS, Inc.</u>					
GMS, Inc.	Urban Redevelopment & Housing	Miscellaneous	70.00	119945	10/08/2014
		Total for	70.00		
<u>Graham Tire Company</u>					
Graham Tire Company	Parks	Vehicle Repairs	14.00	120147	10/28/2014
Graham Tire Company	Road & Bridge Equipment	Tires	3,952.00	120147	10/28/2014
Graham Tire Company	Road & Bridge Equipment	Vehicle Repairs	420.00	120147	10/28/2014
Graham Tire Company	Parks	Vehicle Repairs	18.00	120147	10/28/2014
Graham Tire Company	Parks	Equipment Maint	18.14	120147	10/28/2014
		Total for	4,422.14		
<u>Grainger</u>					
Grainger	Storm Sewer Mint	Equipment Parts	49.28	120148	10/28/2014
		Total for	49.28		
<u>H & L Mesabi Company</u>					
H & L Mesabi Company	Ice & Snow Removal	Equipment Parts	760.10	120149	10/28/2014
H & L Mesabi Company	Ice & Snow Removal	Equipment Parts	36.66	120149	10/28/2014
		Total for	796.76		
<u>Hancock Concrete Products Co., Inc.</u>					
Hancock Concrete Products Co., Inc.	Storm Sewer Mint	Repairs	499.00	120150	10/28/2014
		Total for	499.00		
<u>Hanratty Administrators</u>					
Hanratty Administrators	Health Insurance	Service Plan A Fee - September 2014	528.00	1756	10/09/2014
Hanratty Administrators	Flex Plan	Participant Fees October 2014	54.00	2649	10/09/2014
Hanratty Administrators	Health Insurance	Service Plan B Fee - September 2014	40.00	1756	10/09/2014
		Total for	622.00		
<u>Hansen</u>					
Hansen	Non-departmental	Refund Check	3.38	119929	10/06/2014
Hansen	Non-departmental	Refund Check	2.71	119929	10/06/2014
		Total for	6.09		
<u>Hanson Auto Repair</u>					
Hanson Auto Repair	Ice & Snow Removal	Equipment Repairs	49.22	120151	10/28/2014
		Total for	49.22		
<u>Havel</u>					
Havel	Non-departmental	Refund Check	0.39	119930	10/06/2014
Havel	Non-departmental	Refund Check	1.51	119930	10/06/2014
Havel	Non-departmental	Refund Check	0.48	119930	10/06/2014
		Total for	2.38		
<u>Hertzke Constr.</u>					

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Hertze Constr.	Fire Fighting	Building Repair Supplies	64.70	120152	10/28/2014
Total for		Hertze Constr.	64.70		
<u>Hometown Sanitation Services, LI</u>	Liquor Store	Refuse Disposal - Liquor Store	35.00	119946	10/08/2014
Total for		Hometown Sanitation Services, LI	35.00		
<u>Horizon CPO Seminars</u>	Aquatic Park	Registration - D Sandberg - Dec 10-11, 2014	250.00	119947	10/08/2014
Total for		Horizon CPO Seminars	250.00		
<u>Humana</u>	Health Insurance	Life Ins October 2014	306.00	1757	10/09/2014
Total for		Humana	306.00		
<u>Humpal</u>	City Manager	Reimburse - Travel & Training	35.06	0	10/28/2014
Humpal	City Manager	Reimburse - Telephone	110.00	0	10/28/2014
Total for		Humpal	145.06		
<u>Hunter</u>	Police Training	Reimburse Training 9-26 to 10-3-14 Marshall/Granite Falls	228.37	0	10/16/2014
Total for		Hunter	228.37		
<u>I + S Group</u>	Fire Fighting	Fire Station Feasibility Study	625.00	120153	10/28/2014
I + S Group	Paved Streets	Public Works Feasibility Study	625.00	120153	10/28/2014
Total for		I + S Group	1,250.00		
<u>Images Unlimited</u>	Crime Control & Investigation	Printing - Tactical Force - Heat Team	76.00	119890	10/01/2014
Total for		Images Unlimited	76.00		
<u>Indian Island Winery</u>	Liquor - Mdse for Resale	Wine	843.36	119918	10/06/2014
Total for		Indian Island Winery	843.36		
<u>J. H. Larson</u>	Airport	Building Repair Supplies	50.32	120044	10/14/2014
J. H. Larson	Parks	Building Repair Supplies	73.45	120044	10/14/2014
J. H. Larson	Parks	Building Repair Supplies	94.02	120044	10/14/2014
J. H. Larson	Aquatic Park	Building Repair Supplies	120.00	120044	10/14/2014
J. H. Larson	General Government Buildings	Building Repair Supplies	121.54	120154	10/28/2014
J. H. Larson	General Government Buildings	Building Repair Supplies	66.21	120154	10/28/2014
J. H. Larson	SMEC Building	Building Repair Supplies	900.00	120044	10/14/2014
J. H. Larson	Parks	Building Repair Supplies	45.31	120044	10/14/2014
J. H. Larson	Library	Building Repair Supplies	37.59	120044	10/14/2014
J. H. Larson	Parks	Equipment Maint	135.93	120154	10/28/2014
J. H. Larson	Parks	Building Repair Supplies	34.00	120044	10/14/2014
J. H. Larson	Parks	Building Repair Supplies	84.59	120154	10/28/2014
Total for		J. H. Larson	1,762.96		

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Janssen	Police Administration	Reimburse - St Cloud 9-22-14 to 9-24-14	204.05	0	10/08/2014
<u>Janzen's Greenhouse</u>		Janssen	204.05		
Janzen's Greenhouse	Focus on Fairmont	Focus on Fairmont	171.00	119948	10/08/2014
		Janzen's Greenhouse	171.00		
<u>JJ Taylor Dist Of Mn</u>		Beer	416.10	119919	10/06/2014
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale	Wine	87.00	119919	10/06/2014
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale	Wine	144.00	120155	10/28/2014
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale	Beer & Freight	3.00	120155	10/28/2014
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale	Beer & Freight	323.60	120155	10/28/2014
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale	Freight	3.00	119919	10/06/2014
JJ Taylor Dist Of Mn	Liquor - Mdse for Resale	Freight	3.00	119919	10/06/2014
		JJ Taylor Dist Of Mn	979.70		
<u>John Deere Financial</u>		Equipment Repairs	274.48	120156	10/28/2014
John Deere Financial	Parks	John Deere Financial	274.48		
<u>Johnson Brothers Liquor</u>		Wine & Freight	41.98	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine & Freight	68.06	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Freight	4.98	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Liquor	278.52	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Liquor & Freight	129.32	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Freight	86.59	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Freight	329.26	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine	95.95	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Liquor	14,907.80	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine	-22.66	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine	62.97	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Freight	108.72	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine	3,565.25	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine	-104.00	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Freight	-1.66	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Freight	104.59	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine	2,356.00	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Pop/Mix	28.49	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Freight	1.66	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Freight	4.98	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Pop/Mix	103.97	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Liquor & Freight	132.53	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Liquor & Freight	8,482.75	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Liquor & Freight	1,223.46	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Liquor & Freight	14.94	120157	10/28/2014

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Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine & Freight	1,692.00	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Liquor & Freight	-1.66	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine & Freight	3,791.15	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Liquor & Freight	-101.50	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine & Freight	20.99	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Freight	13.28	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Pop/Mix	271.74	120157	10/28/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Liquor	6,950.55	119920	10/06/2014
Johnson Brothers Liquor	Liquor - Mdse for Resale	Wine & Freight	147.76	120157	10/28/2014
<u>Kelly</u>		Johnson Brothers Liquor	44,788.76		
Kelly	Police Training	Reimburse 9-21 & 9-22 EVOC Training St. Cloud	148.09	0	10/08/2014
<u>Kotewa</u>		Kelly	148.09		
Kotewa	Police Training	Reimburse 9-26 & 9-27 Training Marshall	134.33	0	10/08/2014
<u>Lampi, Michael DDS</u>		Kotewa	134.33		
Lampi, Michael DDS	Health Insurance	Michael Heckman Family Account	516.00	1759	10/21/2014
<u>Landscaping Plus Inc</u>		Lampi, Michael DDS	516.00		
Landscaping Plus Inc	Poetter's Circle	Services - Poetter Circle September 2014	1,125.00	119949	10/08/2014
Landscaping Plus Inc	Burton Lane	Services - Burton Lane September 2014	1,650.00	119949	10/08/2014
<u>Lawn Solutions</u>		Landscaping Plus Inc	2,775.00		
Lawn Solutions	SMEC Building	Services - September 2014 SMEC	300.00	119950	10/08/2014
<u>League Of Mn Cities Ins</u>		Lawn Solutions	300.00		
League Of Mn Cities Ins	Workers Comp	Volunteer Accident Plan	851.00	119951	10/08/2014
League Of Mn Cities Ins	Workers Comp	Worker's Comp	52,085.75	119951	10/08/2014
<u>LexisNexis, A Division of Reed Elsevier Inc.</u>		League Of Mn Cities Ins	52,936.75		
LexisNexis, A Division of Reed Elsevier Inc.	City Attorney	Office - Legal	89.00	119952	10/08/2014
<u>Locators & Supplies, Inc</u>		LexisNexis, A Division of Reed Elsevier Inc.	89.00		
Locators & Supplies, Inc	Parks	Equipment Parts	138.34	120158	10/28/2014
<u>Locher Bros. Inc</u>		Locators & Supplies, Inc	138.34		
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	595.55	120159	10/28/2014
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	6,302.53	119921	10/06/2014
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	1,769.25	120159	10/28/2014
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	5,260.70	120159	10/28/2014
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	36.00	120159	10/28/2014
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	128.00	120159	10/28/2014

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Locher Bros. Inc	Liquor - Mdse for Resale	Beer	1,430.85	119921	10/06/2014
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	18,872.62	119921	10/06/2014
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	4,181.70	119921	10/06/2014
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	3,687.30	120159	10/28/2014
Locher Bros. Inc	Liquor - Mdse for Resale	Beer	4,204.05	119921	10/06/2014
Locher Bros. Inc	Liquor - Mdse for Resale	Pop/Mix	144.00	119921	10/06/2014
		Total for Locher Bros. Inc	46,612.55		
<u>MacQueen Equipment, Inc.</u>					
MacQueen Equipment, Inc.	Storm Sewer Mnt	Equipment Parts	880.11	120160	10/28/2014
MacQueen Equipment, Inc.	Storm Sewer Mnt	Vehicle Maint	144.70	120160	10/28/2014
MacQueen Equipment, Inc.	Storm Sewer Mnt	Equipment Repairs	1,364.77	120160	10/28/2014
MacQueen Equipment, Inc.	Storm Sewer Mnt	Maint Equipment	57.88	120160	10/28/2014
MacQueen Equipment, Inc.	Storm Sewer Mnt	Equipment Repairs	50.13	120160	10/28/2014
		Total for MacQueen Equipment, Inc.	2,497.59		
<u>Martin County Auditor</u>					
Martin County Auditor	Crime Control & Investigation	Rental of Security Building - October 2014	3,784.22	120161	10/28/2014
		Total for Martin County Auditor	3,784.22		
<u>Martin County Highway Dep</u>					
Martin County Highway Dep	Crime Control & Investigation	Motor Fuels	3,532.75	119953	10/08/2014
Martin County Highway Dep	Garbage Collection	Motor Fuels	185.40	119953	10/08/2014
Martin County Highway Dep	Paved Streets	Motor Fuels	3,368.78	119953	10/08/2014
Martin County Highway Dep	Animal Control	Motor Fuels	266.05	119953	10/08/2014
Martin County Highway Dep	Building Inspection	Motor Fuels	134.94	119953	10/08/2014
Martin County Highway Dep	Storm Sewer Mnt	Motor Fuels	795.44	119953	10/08/2014
Martin County Highway Dep	Parks	Motor Fuels	1,550.61	119953	10/08/2014
Martin County Highway Dep	Airport	Motor Fuels	71.46	119953	10/08/2014
Martin County Highway Dep	Fire Fighting	Motor Fuels	424.13	119953	10/08/2014
		Total for Martin County Highway Dep	10,329.56		
<u>Martin County Sheriffs</u>					
Martin County Sheriffs	Crime Control & Investigation	Office Supplies Shared Expenses	319.90	119954	10/08/2014
Martin County Sheriffs	Crime Control & Investigation	Office Supplies Shared Expenses	57.81	119954	10/08/2014
		Total for Martin County Sheriffs	377.71		
<u>Martin County Treasurer</u>					
Martin County Treasurer	Incubator Building	Property Taxes - Econ Dev	3,831.00	119891	10/01/2014
Martin County Treasurer	Poetter's Circle	Property Taxes - Poetter Circle	138.00	119891	10/01/2014
		Total for Martin County Treasurer	3,969.00		
<u>MCFOA</u>					
MCFOA	Recording & Reporting	Registration - P. Monson	15.00	120162	10/28/2014
		Total for MCFOA	15.00		
<u>Metro Sales Inc.</u>					
Metro Sales Inc.	Police Administration	Color Copier Agreement	13.16	119955	10/08/2014
Metro Sales Inc.	Crime Control & Investigation	Color Copier Agreement	19.74	119955	10/08/2014
Metro Sales Inc.	Fire Fighting	Color Copier Agreement	26.32	119955	10/08/2014

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Metro Sales Inc.	Planning & Zoning	Color Copier Agreement	32.91	119955	10/08/2014
Metro Sales Inc.	Director of Finance	Color Copier Agreement	32.91	119955	10/08/2014
Metro Sales Inc.	Recording & Reporting	Color Copier Agreement	32.91	119955	10/08/2014
Metro Sales Inc.	City Manager	Color Copier Agreement	32.90	119955	10/08/2014
Metro Sales Inc.	Building Inspection	Color Copier Agreement	32.91	119955	10/08/2014
Metro Sales Inc.	City Attorney	Color Copier Agreement	32.91	119955	10/08/2014
Metro Sales Inc.	Paved Streets	Color Copier Agreement	13.16	119955	10/08/2014
Metro Sales Inc.	Engineering	Color Copier Agreement	72.39	119955	10/08/2014
Metro Sales Inc.	Lake Restoration	Color Copier Agreement	13.16	119955	10/08/2014
Metro Sales Inc.	Parking Lots	Color Copier Agreement	13.16	119955	10/08/2014
Metro Sales Inc.	Parks	Color Copier Agreement	26.32	119955	10/08/2014
Metro Sales Inc.	Airport	Color Copier Agreement	32.91	119955	10/08/2014
Metro Sales Inc.	Data Processing	Color Copier Agreement	19.74	119955	10/08/2014
Metro Sales Inc.	Economic Development	Color Copier Agreement	19.74	119955	10/08/2014
Metro Sales Inc.	Liquor Store	Color Copier Agreement	13.16	119955	10/08/2014
Total for Metro Sales Inc.			480.41		
Midland Door Solutions					
Midland Door Solutions	Airport	Hangar Door Retrofits	53,000.00	120163	10/28/2014
Total for Midland Door Solutions			53,000.00		
Mills & Miller, Inc.					
Mills & Miller, Inc.	Ice & Snow Removal	Sand & Salt	1,849.40	120164	10/28/2014
Mills & Miller, Inc.	Ice & Snow Removal	Sand & Salt	1,827.00	120164	10/28/2014
Mills & Miller, Inc.	Ice & Snow Removal	Sand & Salt	1,820.00	119892	10/01/2014
Total for Mills & Miller, Inc.			5,496.40		
Minn Municipal Utilities Association					
Minn Municipal Utilities Association	Workers Comp	Management Fees - Safety Program Oct - Dec 2014	9,412.50	120165	10/28/2014
Total for Minn Municipal Utilities Association			9,412.50		
Minnesota Elevator, Inc.					
Minnesota Elevator, Inc.	Library	Services - October 2014 Martin County Library	143.01	120045	10/14/2014
Minnesota Elevator, Inc.	General Government Buildings	Sservices - October 2014 City Hall	133.22	119956	10/08/2014
Total for Minnesota Elevator, Inc.			276.23		
Minnesota Erosion Control Association					
Minnesota Erosion Control Association	Engineering	Registration - T Cowing 12-2-14 Workshop	85.00	119893	10/01/2014
Total for Minnesota Erosion Control Association			85.00		
Mn Chiefs of Police Association					
Mn Chiefs of Police Association	Police Administration	Training - December 1-5, 2014 Greg Broisma	540.00	120166	10/28/2014
Total for Mn Chiefs of Police Association			540.00		
MN Dept Of Commerce					
MN Dept Of Commerce	Non-departmental	Unclaimed Property	3.38	120046	10/14/2014
Total for MN Dept Of Commerce			3.38		
MN Dept of Labor & Indus					
MN Dept of Labor & Indus	General Government Buildings	Elevator Annual Operating Permit - City Hall	100.00	119894	10/01/2014
MN Dept of Labor & Indus	SMEC Building	115 Park St, Fairmont, Mn Boiler	20.00	120168	10/28/2014

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MN Dept of Labor & Industry	Paved Streets	417 Margaret St, Fairmont, Mn Pressure Vessel	30.00	120168	10/28/2014
Mn Dept of Labor & Industry		MN Dept of Labor & Indus	150.00		
Mn Dept of Labor & Industry	Parks	S Prairie Soccer Fields	40.00	119958	10/08/2014
Mn Dept of Labor & Industry		Mn Dept of Labor & Industry	40.00		
MN Energy Resources Corp.	Library	110 N PARK ST. LIBRARY ACCT 4854129-6	39.49	119876	09/29/2014
MN Energy Resources Corp.	Central Garage	417 E MARGARET ST	9.87	119876	09/29/2014
MN Energy Resources Corp.	Paved Streets	417 E MARGARET ST	55.96	119876	09/29/2014
MN Energy Resources Corp.	Aquatic Park	AQUATIC CENTER 1400 S PRAIRIE AVE	3,323.88	119876	09/29/2014
MN Energy Resources Corp.	Liquor Store	LIQUOR STORE 1755 CENTER CREEK DR	39.49	119876	09/29/2014
MN Energy Resources Corp.	Animal Control	522 E MARGARET ST	16.36	119876	09/29/2014
MN Energy Resources Corp.	Incubator Building	ECON DEV AUTH 429 WINNEBAGO AVE	46.67	119876	09/29/2014
MN Energy Resources Corp.	Parks	Gas Utilities - Lincoln Shelter, 1219 N Maint Fairmont, Mn	28.99	120169	10/28/2014
MN Energy Resources Corp.	General Government Buildings	Gas Utilities - 414 DOWNTOWN PLAZA, Fairmont, Mn	87.34	120169	10/28/2014
MN Energy Resources Corp.	Parks	Gas Utilities -Sylvania Bathhouse, 421 W 4th StFairmont, Mn	16.36	120169	10/28/2014
MN Energy Resources Corp.	Fire Fighting	Gas Utilities -Fire Station,216 E 4th St, Fairmont, Mn	62.78	120095	10/16/2014
MN Energy Resources Corp.		MN Energy Resources Corp.	3,727.19		
Mn State Fire Chiefs Asso	Fire Training	Annual Conference - D Borchardt/B Scott Oct 16-18,2014	480.00	119895	10/01/2014
Mn State Fire Chiefs Asso		Mn State Fire Chiefs Asso	480.00		
MN Valley Action Council	Urban Redevelopment & Housing	Housing Rehab Jean Lutz, 225 S Hampton St, Fairmont	5,998.00	119959	10/08/2014
MN Valley Action Council		MN Valley Action Council	5,998.00		
MR Sign Company	Airport	Building Repair Supplies	70.80	120170	10/28/2014
MR Sign Company	Parks	Sign Repair	101.86	120170	10/28/2014
MR Sign Company		MR Sign Company	172.66		
MRCI	SMEC Building	Service September 2014 - SMEC	423.00	120171	10/28/2014
MRCI		MRCI	423.00		
Municipal Emergency Services Depo	Fire Fighting	Equipment Parts	736.01	120172	10/28/2014
Municipal Emergency Services Depo		Municipal Emergency Services Depo	736.01		
Munst Concrete Construction	Paved Streets	Concrete	575.64	120173	10/28/2014
Munst Concrete Construction	Paved Streets	Concrete	750.00	120173	10/28/2014
Munst Concrete Construction		Munst Concrete Construction	1,325.64		
Napa Auto Fairmont	Road & Bridge Equipment	Equipment & Vehicle Repairs	26.03	120174	10/28/2014
Napa Auto Fairmont	Road & Bridge Equipment	Equipment & Vehicle Repairs	5.53	120174	10/28/2014
Napa Auto Fairmont	Road & Bridge Equipment	Equipment & Vehicle Repairs	9.34	120174	10/28/2014
Napa Auto Fairmont	Fire Fighting	Equipment & Vehicle Repairs	28.62	120174	10/28/2014

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Napa Auto Fairmont	Parks	Equipment & Vehicle Repairs	9.20	120174	10/28/2014
Napa Auto Fairmont	Parks	Equipment & Vehicle Repairs	42.12	120174	10/28/2014
Napa Auto Fairmont	Parks	Equipment & Vehicle Repairs	77.88	120174	10/28/2014
		Total for Napa Auto Fairmont	198.72		
<u>Nelson Auto Center</u>					
Nelson Auto Center	Crime Control & Investigation	Ford 2015	26,548.82	120175	10/28/2014
		Total for Nelson Auto Center	26,548.82		
<u>Ness</u>					
Ness	Non-departmental	Refund Check	0.53	120039	10/09/2014
Ness	Non-departmental	Refund Check	1.69	120039	10/09/2014
Ness	Non-departmental	Refund Check	0.43	120039	10/09/2014
		Total for Ness	2.65		
<u>Nichols</u>					
Nichols	Non-departmental	Refund Check	2.60	119931	10/06/2014
Nichols	Non-departmental	Refund Check	2.08	119931	10/06/2014
		Total for Nichols	4.68		
<u>Northeast Wisconsin Tech College</u>					
Northeast Wisconsin Tech College	Police Training	Training - PD	350.00	120176	10/28/2014
		Total for Northeast Wisconsin Tech College	350.00		
<u>Northern Safety Technology, Inc.</u>					
Northern Safety Technology, Inc.	Road & Bridge Equipment	Equipment Maint	122.72	120177	10/28/2014
Northern Safety Technology, Inc.	Crime Control & Investigation	Equipment Maint	1,420.66	120177	10/28/2014
		Total for Northern Safety Technology, Inc.	1,543.38		
<u>Olson Rentals, Inc.</u>					
Olson Rentals, Inc.	Aquatic Park	Repairs - Aquatic Park	18.72	120178	10/28/2014
Olson Rentals, Inc.	Road & Bridge Equipment	Equipment Parts	295.00	120178	10/28/2014
Olson Rentals, Inc.	Fire Fighting	Repairs - Fire Dept	143.15	120178	10/28/2014
		Total for Olson Rentals, Inc.	456.87		
<u>Olympic Fire Protection</u>					
Olympic Fire Protection	Fire Inspection	Annual Fire Sprinkler Inspections & Reports - Hockey Arena	195.00	119960	10/08/2014
Olympic Fire Protection	Liquor Store	Annual Fire Sprinkler Inspections & Reports - Liquor Store	138.00	119960	10/08/2014
Olympic Fire Protection	General Government Buildings	Annual Fire Sprinkler Inspections & Reports	138.00	119960	10/08/2014
Olympic Fire Protection	SMEC Building	Annual Fire Sprinkler Inspections & Reports - SMEC	414.00	119960	10/08/2014
		Total for Olympic Fire Protection	885.00		
<u>Paper Roll Products</u>					
Paper Roll Products	Liquor Store	Office Supplies - Liquor Store	136.78	120179	10/28/2014
		Total for Paper Roll Products	136.78		
<u>Paul Revere Life Ins Co</u>					
Paul Revere Life Ins Co	City Manager	Disability Insurance - M Humpal	1,314.05	120180	10/28/2014
		Total for Paul Revere Life Ins Co	1,314.05		
<u>Paustis & Sons</u>					
Paustis & Sons	Liquor - Mdse for Resale	Freight	25.00	120181	10/28/2014
Paustis & Sons	Liquor - Mdse for Resale	Wine	1,870.01	120181	10/28/2014

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Paustis & Sons	Liquor - Mdse for Resale	Wine	1,522.00	119922	10/06/2014
Paustis & Sons	Liquor - Mdse for Resale	Freight	21.25	119922	10/06/2014
		Total for Paustis & Sons	3,438.26		
<u>Pavlovich</u>					
Pavlovich	Non-departmental	Refund Check	2.93	119932	10/06/2014
Pavlovich	Non-departmental	Refund Check	3.67	119932	10/06/2014
		Total for Pavlovich	6.60		
<u>PC Janitorial Supply</u>					
PC Janitorial Supply	SMEC Building	Cleaning Supplies - SMEC	118.10	120182	10/28/2014
PC Janitorial Supply	Parks	Cleaning Supplies - Park	82.61	120182	10/28/2014
PC Janitorial Supply	Parks	Cleaning Supplies - Park	69.08	120182	10/28/2014
PC Janitorial Supply	Parks	Cleaning Supplies - Park	38.31	120182	10/28/2014
PC Janitorial Supply	Library	Cleaning Supplies - Martin County Library	290.16	120182	10/28/2014
PC Janitorial Supply	Parks	Cleaning Supplies - Park	21.54	120182	10/28/2014
PC Janitorial Supply	Parks	Cleaning Supplies - Park	28.34	120182	10/28/2014
PC Janitorial Supply	General Government Buildings	Cleaning Supplies - City Hall	227.57	120182	10/28/2014
PC Janitorial Supply	Liquor Store	Cleaning Supplies - Liquor Store	42.49	120182	10/28/2014
PC Janitorial Supply	Parks	Cleaning Supplies - Park	174.30	120182	10/28/2014
PC Janitorial Supply	Parks	Cleaning Supplies - Park	165.26	120182	10/28/2014
		Total for PC Janitorial Supply	1,257.76		
<u>Pepsi-cola Co. Of Mankato</u>					
Pepsi-cola Co. Of Mankato	Liquor - Mdse for Resale	Pop/Mix	146.85	119923	10/06/2014
Pepsi-cola Co. Of Mankato	Liquor - Mdse for Resale	Pop/Mix	162.90	119923	10/06/2014
		Total for Pepsi-cola Co. Of Mankato	309.75		
<u>Phillips Wine & Spirits</u>					
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	55.47	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	43.16	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine & Freight	23.24	120183	10/28/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	3,277.35	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	330.85	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	3,721.05	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	43.16	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	20.75	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	9.96	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine & Freight	967.75	120183	10/28/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine & Freight	56.44	120183	10/28/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine & Freight	2,256.35	120183	10/28/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	2,252.50	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	11,646.40	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	2,339.45	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	137.00	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	124.95	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	-0.22	119924	10/06/2014

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Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	150.63	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	66.41	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor & Freight	3,371.16	120183	10/28/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor & Freight	81.35	120183	10/28/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor & Freight	136.53	120183	10/28/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor & Freight	6,659.20	120183	10/28/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	131.00	120183	10/28/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	13.28	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	835.10	119924	10/06/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	22.25	120183	10/28/2014
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	3,506.80	119924	10/06/2014
Photo Press		Phillips Wine & Spirits	42,279.32		
Photo Press	Fire Fighting	Fire Dept Office Supplies	104.20	119961	10/08/2014
Photo Press	Focus on Fairmont	Project 1590	62.36	120047	10/14/2014
Photo Press	Liquor Store	Office Supplies - Liquor Store	78.00	120184	10/28/2014
Photo Press	Fire Fighting	Office Supplies - Fire Dept	16.53	120184	10/28/2014
Photo Press	Focus on Fairmont	Project 1590	24.58	120047	10/14/2014
Pierce		Photo Press	285.67		
Pierce	Paved Streets	Reimburse Safety Shoes	130.95	120185	10/28/2014
Pioneer Telephone		Pierce	130.95		
Pioneer Telephone	Library	Telephone - Martin County Library	112.22	120096	10/16/2014
Prairieland Solid Waste		Pioneer Telephone	112.22		
Prairieland Solid Waste	Garbage Collection	Refuse Disposal	507.56	120186	10/28/2014
Presentation College		Prairieland Solid Waste	507.56		
Presentation College	SMEC Building	Internet Services for October 2014	200.00	119962	10/08/2014
Profinium Inc.		Presentation College	200.00		
Profinium Inc.	Poetter's Circle	Interest - November 2014 Poetter Circle Bond Payment	3,986.44	120187	10/28/2014
Profinium Inc.	Non-departmental	Principal - November 2014 Poetter Circle Bond Payment	2,791.62	120187	10/28/2014
Profinium Inc.	Burton Lane	Interest - November 2014 Burton Lane Bond Payment	251.20	120187	10/28/2014
Profinium Inc.	Non-departmental	Principal - November 2014 Burton Lane Bond Payment	1,784.13	120187	10/28/2014
Provident Life Insurance		Profinium Inc.	8,813.39		
Provident Life Insurance	Engineering	Disability Insurance - Troy Nemmers - 12 months	1,221.64	120188	10/28/2014
Prudential		Provident Life Insurance	1,221.64		
Prudential	Engineering	Life Insurance - Troy Nemmers	280.00	119896	10/01/2014
		Prudential	280.00		

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<u>Public Utilities Com</u>					
Public Utilities Com	SMEC Building	Utilities - Lights, Water & Sewer	74.28	120048	10/14/2014
Public Utilities Com	Airport	Utilities - Lights, Water & Sewer	121.36	120048	10/14/2014
Public Utilities Com	Airport	Utilities - Lights, Water & Sewer	25.62	120048	10/14/2014
Public Utilities Com	Airport	Utilities - Lights, Water & Sewer	2,229.66	120048	10/14/2014
Public Utilities Com	SMEC Building	Utilities - Lights, Water & Sewer	1,790.68	120048	10/14/2014
Public Utilities Com	Incubator Building	Utilities - Lights, Water & Sewer	21.85	120048	10/14/2014
Public Utilities Com	Incubator Building	Utilities - Lights, Water & Sewer	118.26	120048	10/14/2014
Public Utilities Com	Incubator Building	Utilities - Lights, Water & Sewer	172.78	120048	10/14/2014
Public Utilities Com	Aquatic Park	Utilities - Lights, Water & Sewer	19.08	120048	10/14/2014
Public Utilities Com	Incubator Building	Utilities - Lights, Water & Sewer	149.82	120048	10/14/2014
Public Utilities Com	Parks	Utilities - Lights, Water & Sewer	2,806.84	120048	10/14/2014
Public Utilities Com	Parks	Utilities - Lights, Water & Sewer	291.99	120048	10/14/2014
Public Utilities Com	Aquatic Park	Utilities - Lights, Water & Sewer	183.63	120048	10/14/2014
Public Utilities Com	SMEC Building	Utilities - Lights, Water & Sewer	38.76	120048	10/14/2014
Public Utilities Com	Lake Restoration	Utilities - Lights, Water & Sewer	95.45	120048	10/14/2014
Public Utilities Com	Parks	Utilities - Lights, Water & Sewer	1,231.40	120048	10/14/2014
Public Utilities Com	General Government Buildings	Utilities - Lights, Water & Sewer	1,403.54	120048	10/14/2014
Public Utilities Com	General Government Buildings	Utilities - Lights, Water & Sewer	211.73	120048	10/14/2014
Public Utilities Com	General Government Buildings	Utilities - Lights, Water & Sewer	134.25	120048	10/14/2014
Public Utilities Com	General Government Buildings	Utilities - Lights, Water & Sewer	39.10	120048	10/14/2014
Public Utilities Com	Liquor Store	Utilities - Lights, Water & Sewer	2,117.42	120048	10/14/2014
Public Utilities Com	Liquor Store	Utilities - Lights, Water & Sewer	45.08	120048	10/14/2014
Public Utilities Com	Library	Utilities - Lights, Water & Sewer	1,427.83	120048	10/14/2014
Public Utilities Com	Library	Utilities - Lights, Water & Sewer	60.84	120048	10/14/2014
Public Utilities Com	Library	Utilities - Lights, Water & Sewer	27.33	120048	10/14/2014
Public Utilities Com	Library	Utilities - Lights, Water & Sewer	21.21	120048	10/14/2014
Public Utilities Com	Fire Fighting	Utilities - Lights, Water & Sewer	331.73	120048	10/14/2014
Public Utilities Com	Fire Fighting	Utilities - Lights, Water & Sewer	60.84	120048	10/14/2014
Public Utilities Com	Fire Fighting	Utilities - Lights, Water & Sewer	27.33	120048	10/14/2014
Public Utilities Com	Fire Fighting	Utilities - Lights, Water & Sewer	21.37	120048	10/14/2014
Public Utilities Com	Civil Defense	Utilities - Lights, Water & Sewer	16.72	120048	10/14/2014
Public Utilities Com	Animal Control	Utilities - Lights, Water & Sewer	250.69	120048	10/14/2014
Public Utilities Com	Aquatic Park	Utilities - Lights, Water & Sewer	970.87	120048	10/14/2014
Public Utilities Com	Parks	Utilities - Lights, Water & Sewer	634.77	120048	10/14/2014
Public Utilities Com	Aquatic Park	Utilities - Lights, Water & Sewer	51.34	120048	10/14/2014
Public Utilities Com	Animal Control	Utilities - Lights, Water & Sewer	123.88	120048	10/14/2014
Public Utilities Com	Animal Control	Utilities - Lights, Water & Sewer	78.21	120048	10/14/2014
Public Utilities Com	Animal Control	Utilities - Lights, Water & Sewer	17.41	120048	10/14/2014
Public Utilities Com	Paved Streets	Utilities - Lights, Water & Sewer	299.88	120048	10/14/2014
Public Utilities Com	Paved Streets	Utilities - Lights, Water & Sewer	47.40	120048	10/14/2014
Public Utilities Com	Paved Streets	Utilities - Lights, Water & Sewer	15.90	120048	10/14/2014
Public Utilities Com	Street Lighting	Utilities - Lights, Water & Sewer	15,347.50	120048	10/14/2014

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Public Utilities Com	Street Lighting	Utilities - Lights, Water & Sewer	2,207.38	120048	10/14/2014
Public Utilities Com	Airport	Utilities - Lights, Water & Sewer	946.17	120048	10/14/2014
Public Utilities Com	Liquor Store	Utilities - Lights, Water & Sewer	21.06	120048	10/14/2014
Public Utilities Com	Liquor Store	Utilities - Lights, Water & Sewer	55.88	120048	10/14/2014
Public Utilities Com	Parking Lots	Utilities - Lights, Water & Sewer	184.11	120048	10/14/2014
Public Utilities Com	Parking Lots	Utilities - Lights, Water & Sewer	181.41	120048	10/14/2014
Public Utilities Com	Central Garage	Utilities - Lights, Water & Sewer	57.13	120048	10/14/2014
Quade		Public Utilities Com	36,808.77		
Quade	Police Administration	Reimburse Expenses 9-22-14 to 9-24-14 St.Cloud Conf.	44.61	0	10/01/2014
Quade		Quade	44.61		
Rabe International, Inc.	Parks	Equipment Maint	173.10	120189	10/28/2014
Rabe International, Inc.		Rabe International, Inc.	173.10		
Rahm	Mayor & Council	Reimburse 10-1 & 10-2 Expenses	80.00	119963	10/08/2014
Rahm	Mayor & Council	Reimburse 10-1 & 10-2 Expenses	145.60	119963	10/08/2014
Rahm		Rahm	225.60		
Real Time Translations, Inc.	Crime Control & Investigation	Equipment Maint	27.22	120190	10/28/2014
Real Time Translations, Inc.		Real Time Translations, Inc.	27.22		
Recreation Supply Co	Aquatic Park	Equipment Maint	78.40	120191	10/28/2014
Recreation Supply Co		Recreation Supply Co	78.40		
Richards Auto Repair	Crime Control & Investigation	Cheve Blue Suburn	97.38	120192	10/28/2014
Richards Auto Repair		Richards Auto Repair	97.38		
Rick Deboer Lettering & Signs	Airport	Airport Road Sign	100.00	120193	10/28/2014
Rick Deboer Lettering & Signs		Rick Deboer Lettering & Signs	100.00		
River Bend Business Prod.	SMEC Building	Office Supplies - SMEC	81.25	119964	10/08/2014
River Bend Business Prod.	Liquor Store	Office Supplies - Liquor Store	22.89	119964	10/08/2014
River Bend Business Prod.	Engineering	Office Supplies - Engineering	81.27	119964	10/08/2014
River Bend Business Prod.	Data Processing	Office Supplies	3.18	120194	10/28/2014
River Bend Business Prod.	Parking Lots	Office Supplies	2.12	120194	10/28/2014
River Bend Business Prod.	Liquor Store	Office Supplies	2.12	120194	10/28/2014
River Bend Business Prod.	City Attorney	Office Supplies	41.36	120097	10/16/2014
River Bend Business Prod.	Airport	Office Supplies	5.29	120194	10/28/2014
River Bend Business Prod.	Economic Development	Office Supplies	3.18	120194	10/28/2014
River Bend Business Prod.	Parks	Office Supplies	4.23	120194	10/28/2014
River Bend Business Prod.	Engineering	Office Supplies	11.64	120194	10/28/2014
River Bend Business Prod.	Paved Streets	Office Supplies	2.12	120194	10/28/2014

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River Bend Business Prod.	Paved Streets	Office Supplies - Street	10.44	119964	10/08/2014
River Bend Business Prod.	Fire Fighting	Office Supplies	4.23	120194	10/28/2014
River Bend Business Prod.	Crime Control & Investigation	Office Supplies	3.18	120194	10/28/2014
River Bend Business Prod.	Police Administration	Office Supplies	2.12	120194	10/28/2014
River Bend Business Prod.	Planning & Zoning	Office Supplies	5.29	120194	10/28/2014
River Bend Business Prod.	City Attorney	Office Supplies	5.29	120194	10/28/2014
River Bend Business Prod.	Director of Finance	Office Supplies	5.29	120194	10/28/2014
River Bend Business Prod.	Police Administration	Office Supplies - PD	83.97	120194	10/28/2014
River Bend Business Prod.	Recording & Reporting	Office Supplies	5.29	120194	10/28/2014
River Bend Business Prod.	Police Administration	Office Supplies - PD	151.97	120194	10/28/2014
River Bend Business Prod.	City Manager	Office Supplies	5.28	120194	10/28/2014
River Bend Business Prod.	Director of Finance	Office Supplies	128.74	120194	10/28/2014
River Bend Business Prod.	Crime Control & Investigation	Office Supplies - PD	22.54	120194	10/28/2014
River Bend Business Prod.	Director of Finance	Office Supplies	59.76	120194	10/28/2014
River Bend Business Prod.	Building Inspection	Office Supplies	5.29	120194	10/28/2014
River Bend Business Prod.	City Manager	Office Supplies - Adm	159.66	119964	10/08/2014
River Bend Business Prod.	Paved Streets	Office Supplies	28.04	120097	10/16/2014
River Bend Business Prod.	Director of Finance	Office Supplies	16.76	120097	10/16/2014
River Bend Business Prod.	Engineering	Office Supplies	20.28	120097	10/16/2014
River Bend Business Prod.	Building Inspection	Office Supplies	2.21	120097	10/16/2014
River Bend Business Prod.	City Attorney	Office Supplies	2.21	120097	10/16/2014
River Bend Business Prod.	Lake Restoration	Office Supplies	2.12	120194	10/28/2014
Total for River Bend Business Prod.			990.61		
<u>Rosenbauer Minnesota LLC</u>					
Rosenbauer Minnesota LLC	Fire Fighting	Vehicle Parts	42.00	119965	10/08/2014
Rosenbauer Minnesota LLC	Fire Fighting	Vehicle Parts	1,932.00	119965	10/08/2014
Total for Rosenbauer Minnesota LLC			1,974.00		
<u>Runge</u>					
Runge	Police Training	Reimburse 9-21 & 9-22 Driving School St. Cloud	148.74	0	10/08/2014
Total for Runge			148.74		
<u>S & J Excavating</u>					
S & J Excavating	Parks	Landscaping Materials	125.00	119966	10/08/2014
Total for S & J Excavating			125.00		
<u>Salisbury</u>					
Salisbury	Non-departmental	Refund Check	0.82	120040	10/09/2014
Salisbury	Non-departmental	Refund Check	0.66	120040	10/09/2014
Salisbury	Non-departmental	Refund Check	2.61	120040	10/09/2014
Total for Salisbury			4.09		
<u>Salvation Army Thrift</u>					
Salvation Army Thrift	Parks	Cleaning Supplies - Park	40.00	120195	10/28/2014
Total for Salvation Army Thrift			40.00		
<u>Sanow, Chad</u>					
Sanow, Chad	Police Training	Reimburse Expenses 9-13-14 K-9 Fall Training	49.00	0	10/01/2014

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<u>Schaefer</u>			49.00		
Schaefer	Parks	Total for Sanow, Chad			
		Reimburse Safety Glasses	281.00	120049	10/14/2014
<u>Schultz</u>			281.00		
Schultz	Parks	Total for Schaefer			
		Reimburse - Safety Shoes	129.95	119967	10/08/2014
<u>Schwebke</u>			129.95		
Schwebke	Crime Control & Investigation	Total for Schultz			
		Reimburse - Eye Glasses	178.45	0	10/01/2014
<u>Schweiss Distributing</u>			178.45		
Schweiss Distributing	Airport	Total for Schwebke			
		T hangar repair parts	1,717.67	119877	09/29/2014
<u>Scott</u>			1,717.67		
Scott	Fire Fighting	Total for Schweiss Distributing			
		Reimburse - 10-15 to 10-18-14 MNFCA Conf. St. cloud	960.70	120196	10/28/2014
<u>Select Account</u>			960.70		
Select Account	Health Insurance	Total for Scott			
		Participant Fee October 2014 - 16 Members	33.76	1758	10/09/2014
<u>Sentinel</u>			33.76		
Sentinel	City Manager	Total for Select Account			
Sentinel	City Manager	Goose Hunting	81.90	120197	10/28/2014
Sentinel	Liquor Store	Assessments	537.08	120197	10/28/2014
Sentinel	Director of Finance	Advertising	445.50	120197	10/28/2014
Sentinel	Paved Streets	Financial	3,018.60	120197	10/28/2014
		Albion Ave	126.36	120197	10/28/2014
<u>Share Corporation</u>			4,209.44		
Share Corporation	Paved Streets	Total for Sentinel			
Share Corporation	Parks	Misc. Supplies	119.95	120198	10/28/2014
		Equipment Parts	119.95	120198	10/28/2014
<u>Sherburn Nursery</u>			239.90		
Sherburn Nursery	Parks	Share Corporation			
		Landscaping Materials	1,200.00	120199	10/28/2014
<u>SMC</u>			1,200.00		
SMC	Parks	Total for Sherburn Nursery			
		Tree Dump Site	54.00	120200	10/28/2014
<u>South Central Technical C</u>			54.00		
South Central Technical C	Fire Training	Total for SMC			
		Training 8-18-14 to 9-13-14 Drever/Wokasch	881.04	119968	10/08/2014
<u>Southern MN Construction</u>			881.04		
Southern MN Construction	Paved Streets	Total for South Central Technical C			
		Albion Ave 2014-A	327,600.49	119899	10/01/2014
<u>Southern MN Inspection</u>			327,600.49		
		Total for Southern MN Construction			

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Accounts Payable

Check Approval List - City Council

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Southern MN Inspection	Paved Streets	Service Inspection - City Garage	494.90	120201	10/28/2014
Southern Wine & Spirits		Southern MN Inspection	494.90		
Southern Wine & Spirits	Liquor - Mdse for Resale	Wine	530.00	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Wine	716.00	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Freight	14.25	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Freight	18.75	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Freight	4.50	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Freight	65.75	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Liquor	3,595.54	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Liquor & Freight	8,162.93	120202	10/28/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Liquor & Freight	160.75	120202	10/28/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Wine & Freight	21.00	120202	10/28/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Wine & Freight	1,034.00	120202	10/28/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Liquor	3,452.56	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Freight	63.00	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Freight	34.00	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Liquor	1,681.74	119925	10/06/2014
Southern Wine & Spirits	Liquor - Mdse for Resale	Wine	162.00	119925	10/06/2014
		Total for Southern Wine & Spirits	19,716.77		
Squeegie Brothers					
Squeegie Brothers	General Government Buildings	Service - September 2014 City Hall	615.00	119969	10/08/2014
Squeegie Brothers	Library	Service - October 2014 Martin County Library	150.00	119969	10/08/2014
Squeegie Brothers	General Government Buildings	Service - City Hall October 2014	80.00	120203	10/28/2014
Steinkamp		Squeegie Brothers	845.00		
Steinkamp	Airport	Reimburse-Air TapFall Forum. Brainerd, Mn 10-8 & 10-9-14	211.62	0	10/16/2014
		Steinkamp	211.62		
Stoner, James E					
Stoner, James E	Weed Control	Mowing 614 N Orient, Fairmont September 2014	100.00	119900	10/01/2014
		Stoner, James E	100.00		
Streicher, Don Guns, Inc.					
Streicher, Don Guns, Inc.	Crime Control & Investigation	Misc, Tactical Forces - Estherville Police Dept	459.99	119901	10/01/2014
		Streicher, Don Guns, Inc.	459.99		
Tami's On The Ave & Gerhardt's					
Tami's On The Ave & Gerhardt's	Focus on Fairmont	Project 1590 Big Night of Ideas	496.27	120204	10/28/2014
		Tami's On The Ave & Gerhardt's	496.27		
Thate Tree Service					
Thate Tree Service	Paved Streets	Service 1134 Chestnut St, Fairmont, Grind Stump	100.00	120205	10/28/2014
		Thate Tree Service	100.00		
Thiel					
Thiel	Property/Liability Insurance	Disability Insurance - October 2014 LAST PAYMENT	1,884.96	0	10/28/2014
		Thiel	1,884.96		

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Accounts Payable

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From: 09/24/2014

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<u>Tonder</u>	Police Training	Reimburse Exp. 6-4 8-21 & 9-9-14 Training	25.32	0	10/09/2014
		Total for Tonder	25.32		
<u>Total Comfort Systems</u>	Animal Control	Equipment Parts - Dog Pound	42.24	120206	10/28/2014
Total Comfort Systems	Aquatic Park	Equipment Parts - Aquatic Park	3.66	120206	10/28/2014
Total Comfort Systems	Liquor Store	Building Repair Supplies - Liquor Store	86.35	120206	10/28/2014
Total Comfort Systems	Animal Control	Equipment Parts	133.32	120206	10/28/2014
Total Comfort Systems	Incubator Building	Building Repair Supplies - FEDA	5.11	120206	10/28/2014
Total Comfort Systems	Poetter's Circle	Building - 2612 Poetter Circle	66.10	119970	10/08/2014
		Total for Total Comfort Systems	336.78		
<u>Tow Distributing</u>	Liquor - Mdse for Resale	Beer	-4.32	120207	10/28/2014
Tow Distributing	Liquor - Mdse for Resale	Beer	33,287.04	119926	10/06/2014
Tow Distributing	Liquor - Mdse for Resale	Beer	935.40	120207	10/28/2014
Tow Distributing	Liquor - Mdse for Resale	Beer	6,284.15	120207	10/28/2014
Tow Distributing	Liquor - Mdse for Resale	Beer	-149.30	120207	10/28/2014
Tow Distributing	Liquor - Mdse for Resale	Beer	4,871.55	120207	10/28/2014
Tow Distributing	Liquor - Mdse for Resale	Beer	55.00	120207	10/28/2014
Tow Distributing	Liquor - Mdse for Resale	Beer	-28.30	120207	10/28/2014
Tow Distributing	Liquor - Mdse for Resale	Beer	118.70	120207	10/28/2014
Tow Distributing	Liquor - Mdse for Resale	Beer	-14.80	120207	10/28/2014
		Total for Tow Distributing	45,355.12		
<u>Truman Tribune</u>	Liquor Store	Advertising - Liquor Store	68.00	120208	10/28/2014
Truman Tribune		Total for Truman Tribune	68.00		
<u>Uniforms Unlimited</u>	Crime Control & Investigation	Equipment Freight	5.40	120209	10/28/2014
Uniforms Unlimited	Crime Control & Investigation	Equipment Freight	4.50	120209	10/28/2014
		Total for Uniforms Unlimited	9.90		
<u>United Rentals</u>	Paved Streets	Equipment Repairs	56.06	120210	10/28/2014
United Rentals		Total for United Rentals	56.06		
<u>University Of Minnesota</u>	Engineering	Registration - Troy Nemmers	245.00	119902	10/01/2014
University Of Minnesota	Airport	Registration - Lee Steinkamp	140.00	119971	10/08/2014
		Total for University Of Minnesota	385.00		
<u>Utermarck</u>	Weed Control	Lawn Service - September 2014	2,790.00	0	10/08/2014
Utermarck		Total for Utermarck	2,790.00		
<u>Verizon Wireless</u>	Crime Control & Investigation	Telephone	758.18	119972	10/08/2014
Verizon Wireless	Parks	Telephone	53.55	119972	10/08/2014

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Accounts Payable

Check Approval List - City Council

From: 09/24/2014

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Verizon Wireless	Director of Finance	Telephone	60.24	119972	10/08/2014
Verizon Wireless	Paved Streets	Telephone	52.06	119972	10/08/2014
Verizon Wireless	Airport	Telephone	53.36	119972	10/08/2014
Verizon Wireless	Crime Control & Investigation	Equipment Maint	50.00	120212	10/28/2014
Verizon Wireless	Aquatic Park	Telephone	52.06	119972	10/08/2014
Verizon Wireless	Building Inspection	Telephone	52.06	119972	10/08/2014
Verizon Wireless	Engineering	Telephone	76.58	119972	10/08/2014
		Total for Verizon Wireless	1,208.09		
<u>Waste Management Of So MN</u>					
Waste Management Of So MN	Incubator Building	Refuse Disposal - 426 Winnebago Ave, Fairmont	273.26	119973	10/08/2014
Waste Management Of So MN	SMEC Building	Refuse Disposal - SMEC August 2014	326.93	120098	10/16/2014
Waste Management Of So MN	SMEC Building	Refuse Disposal - SMEC	325.24	119973	10/08/2014
		Total for Waste Management Of So MN	925.43		
<u>Westman Freightliner</u>					
Westman Freightliner	Fire Fighting	Vehicle Repairs	7.67	120213	10/28/2014
Westman Freightliner	Road & Bridge Equipment	Vehicle Repairs	140.45	120213	10/28/2014
		Total for Westman Freightliner	148.12		
<u>Westmor Fluid Solutions, LLC</u>					
Westmor Fluid Solutions, LLC	Airport	Equipment Parts	55.81	120214	10/28/2014
Westmor Fluid Solutions, LLC	Airport	Equipment Parts	41.94	120214	10/28/2014
		Total for Westmor Fluid Solutions, LLC	97.75		
<u>Wiederhoeft Welding</u>					
Wiederhoeft Welding	SMEC Building	Building Repair Supplies	21.38	120215	10/28/2014
		Total for Wiederhoeft Welding	21.38		
<u>Wine Merchants</u>					
Wine Merchants	Liquor - Mdse for Resale	Wine & Freight	58.00	120216	10/28/2014
Wine Merchants	Liquor - Mdse for Resale	Wine & Freight	1.66	120216	10/28/2014
		Total for Wine Merchants	59.66		
<u>Wirtz Beverage Minnesota</u>					
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Wine	567.23	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	17.33	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	8.25	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Wine	28.00	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	1.65	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	64.63	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	0.97	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	88.86	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	-100.83	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	1,342.48	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	17.47	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	33.00	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	1,904.51	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	-53.39	120217	10/28/2014

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Accounts Payable

Check Approval List - City Council

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	3.30	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Wine	56.00	119927	10/06/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Wine	72.00	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	4,303.29	120217	10/28/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	-27.00	119927	10/06/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	-171.01	119927	10/06/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	1,175.06	119927	10/06/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	23.24	119927	10/06/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	-3.30	119927	10/06/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	-168.00	119927	10/06/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Freight	20.77	119927	10/06/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Liquor	1,298.07	119927	10/06/2014
Wirtz Beverage Minnesota	Liquor - Mdse for Resale	Wine	324.00	120217	10/06/2014
Total for Wirtz Beverage Minnesota			10,826.58		
<u>Zabinski Business Services, Inc.</u>					
Zabinski Business Services, Inc.	Liquor Store	Equipment - Liquor Store	12,000.00	120036	10/09/2014
Total for Zabinski Business Services, Inc.			12,000.00		
<u>Zarling, Leanne</u>					
Zarling, Leanne	Burton Lane	Reimburse - Supplies	10.34	0	10/01/2014
Total for Zarling, Leanne			10.34		
<u>Ziegler, Inc.</u>					
Ziegler, Inc.	Road & Bridge Equipment	Equipment Repairs	850.08	120218	10/28/2014
Total for Ziegler, Inc.			850.08		
Total			1,070,378.71		

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Monthly Report
Community & Economic Development Activities
Mike Humpal, CEcD, City Administrator
September, 2014

- Continued to work on Grow Minnesota with the Chamber.
- Continued to work with the Minnesota Marketing Partnership.
- Held a meeting with area businesses and Frontier to discuss bandwidth/fiber and over all internet connectivity and reliability in Fairmont. Scheduled a second meeting for October 14th.
- Continued to develop "Brain Gain Concept" (Back Home Again). Established a committee made up of representatives from the Chamber, FEDA, US Bank, Profinium, Valero, Tech Builders and 3M.
- Worked on economic development coordinator position profile/job announcement. Our search firm will begin reviewing applications October 27, 2014.
- Attended a brownfield workshop and gave a presentation on the Bank Midwest clean up grant received from the State.
- Continued to work with CVB.
- Business Visits:
 - State Bank of Fairmont – Mike Brau
 - ISD #2752 Superintendent – Joe Brown
 - Presentation College – Traci Lardy
 - Fairmont Vet Clinic Customer Appreciation Day
 - Frontier – Jeff McCabe
 - Hometown Sanitation – Mike Johnson
- Prospects/Activity:
 - + Toured US Foods building with a company.
 - + Provided site data to the State for a RFI.
 - + Continued to follow up on previous site visits.
 - + Discussed the revolving loan fund with two businesses.

MINUTES OF THE FAIRMONT ECONOMIC DEVELOPMENT AUTHORITY

Regular Meeting

September 15, 2014

5:00 p.m. City Hall Second Floor Conference Room

Members Present: Andy Noll, Bob Bartingale, Joe Kallemeyn, Rich Johnson, Tom Lytle, Bill Crawford and
Members Absent: Wes Clerc
Others Present: Traci Lardy, Rod Halverson – KSUM/KFMC, Judy Bryan – Sentinel; City Administrator
Mike Humpal and Leanne Zarling

President Tom Lytle called the meeting to order at 5:03 p.m.

Bartingale made the motion to accept the amended agenda sent out including Top 20 presentation. The motion was seconded by Johnson and carried.

The **minutes** of the regular meeting of August 18, 2014 were accepted as presented on a motion by Noll, seconded by Johnson and carried.

Treasurer's Report: Humpal reviewed the general expenses, incubator expenses and employee costs. Humpal also reviewed the loan balances and receivables. Humpal explained that the MN Community Capital fund which FEDA had invested \$25,000 in to have availability to additional capital has been closed so the \$25,000 was returned. Noll made a motion to authorize payment of the accounts payable as presented. It was seconded by Bartingale. The motion carried.

Old Business:

A. Project updates:

- Springsted is working on finalizing the Economic Development Coordinator position recruiting packet. Should be done next week. Humpal anticipates interviewing 5 candidates in October/November with the goal of having someone on staff January 1, 2015. Humpal would like to have the full board participate.

New Business:

- A. Non reportable loans lending limit: Humpal proposed increasing the lending limit per project policy from \$75,000 (established in 1989) to \$125,000 but keep the not more than 1/3 of the total project. Humpal noted the loan balances in the treasurer's report and loan monies continue to be paid back. Crawford made the motion to amend the lending limit per project policy from \$75,000 to \$125,000 but keep the not more than 1/3 of the total project, seconded by Kallemeyn and the motion carried.
- B. TOP 20: Traci Lardy made a presentation on brining TOP 20 Training back to the community this fall. IGNITE, Mayo and the School District have all committed \$1,000 and the committee is requesting FEDA to commit \$1,000 to sponsor the training. There will be a 3.5 hour session for community which will be focusing on leadership; 2 hour session for parents and 3.5 hour session for faculty. Kallemeyn made the motion to sponsor the 2014 TOP 20 Training in the amount of \$1,000. The motion was seconded by Bartingale and carried. Lardy thanked the Board for their participation.

Monthly Report/Discussion on Potential Opportunities (Board Input):

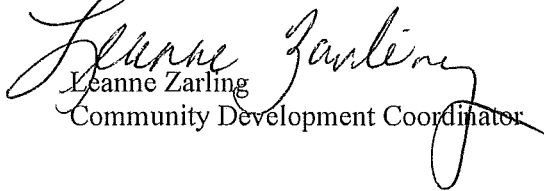
- Back Home Again steering committee has been set up.
- Broad band discussion meeting set up for September 25, 2014.
- Working with South Central College to offer courses at SMEC; discussed looking at the northern tier of Iowa for higher education possibilities.

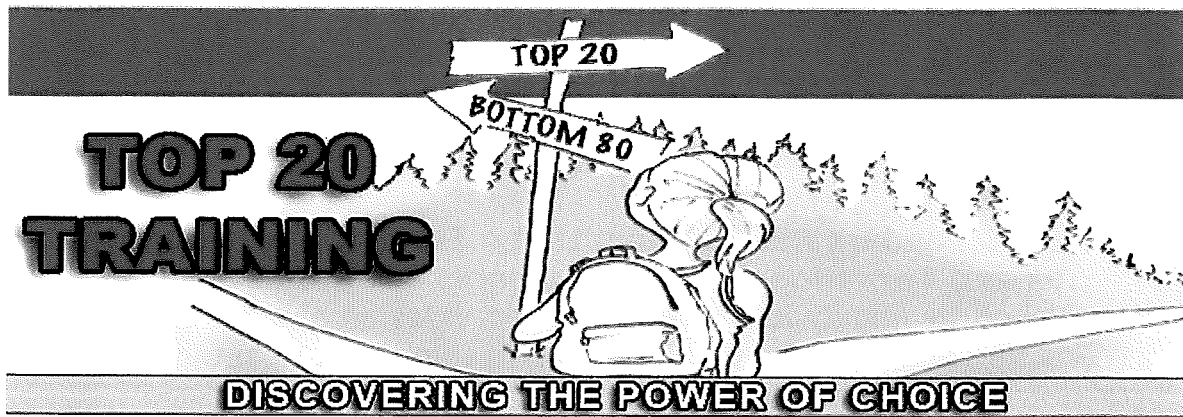
Discussion on Potential Opportunities (Board Input)

- Discussed availability of residential lots in the city. Board would like to have information presented on what other communities are doing to create new subdivisions, lots.

There being no further business to come before the Board, Noll made a motion to adjourn the meeting at 6:07 p.m. The motion was seconded by Bartingale and carried.

Respectfully submitted:


Leanne Zarling
Community Development Coordinator



Session previously done for businesses: 4 hours

CREATING AN EFFECTIVE AND HEALTHY WORKPLACE AND COMMUNITY CULTURE

Top 20 Leaders Live Above the Line: How Our Thinking Governs Our Experience This session focuses on becoming aware of our thinking so we know when it is working and when it is not working. It explores (1) the conditions that come up in our life that invite us to go Below the Line, (2) indicators telling us when we are Below, (3) how to handle Below the Line experiences with more grace and dignity and (4) how to trampoline back Above the Line.

Top 20 Leaders Know How to See Things Differently: The Frame The Frame helps us understand why we are getting the results we are getting out of life. The session examines (1) the tendency we have to blame others when we are not getting the results we desire, (2) how our 'need to be right' activates blame, (3) how curiosity helps us to get better results, and (4) what we can do to see more or differently.

Top 20 Leaders Create a Top 20 Culture The workplace culture has a major impact on the potential of people who work together. This session presents four components of a Top 20 culture that create safety and trust and explode the group's potential: (1) help others succeed, (2) communicate 'you matter,' (3) honor the absent, and (4) see the problem, own the problem. It also presents a tool for assessing the degree to which these components exist in a culture.

Session for Parents: 2 hours

GUIDING OUR CHILDREN THROUGH LIFE'S CHALLENGES

The life journey of our children will inevitably present them with challenges along the way. This session will provide parents with insights and practical strategies for helping their children:

1. Live Above the Line: to be aware of and manage their thinking in order to make choices that result in more successful and positive experiences.
2. Learn from mistakes and move outside their comfort zone.
3. Practice Instant Replays and deal with conflict more effectively.
4. Value confusion as a natural and necessary part of learning.

Session for Faculty: 3 ½ hours

WHY STUDENTS DISENGAGE IN SCHOOL AND WHAT WE CAN DO ABOUT IT

This session examines how we might answer five critical questions to enhance student engagement in school:

1. Who are the students who are coming to school?
2. Why are they coming to school?
3. Where are they when they come to school?
4. What is causing them to disengage in learning?
5. What strategies can we incorporate that will keep them engaged in learning?

**FAIRMONT AIRPORT ADVISORY BOARD MINUTES
OCTOBER 14, 2014**

DRAFT

Board Members Present: Dennis Turner, Dustin Wiederhoeft, Jeff Militello, Kate Hawkins.

Board Members Absent: Bruce Peters

Council Liaison Present: Terry Anderson

Staff Present: Public Works Director Troy Nemmers

Airport Staff Present: Lee Steinkamp

Airport Consultant: Marcus Watson, KLJ

Other Guests Present: Verlus Burkhardt

The meeting was called to order at 5:32 p.m. by Vice President Militello

Approval of the minutes of the September 9, 2014 meeting on a motion by Dennis Turner and seconded by Kate Hawkins to approve the minutes of the September 9, 2014 meeting. Motion carried.

Airport consultant update: Marcus Watson from KLJ introduced himself and that the Board for the opportunity. Watson presented an airport status memo that will be provided to the Board. He also handed out a draft CIP. Discussion of the CIP process and meeting of FAA & MnDOT took place. A CIP meeting with the FAA and MnDOT is scheduled for Wednesday, October 22nd at 2:00 pm.

Airport manager's report was provided by Lee Steinkamp.

Old Business:

New business:

- Reviewed the professional services agreement with KLJ. Dennis Turner made the motion to recommend approval if the agreement as presented. The motion was seconded by Dustin Wiederhoeft and carried.

Next meeting of the Board will be set for November 18, 2014 because of Veteran's Day falling on the regular meeting date.

Dennis Turner made a motion adjourn the meeting at 6:42. The motion was seconded by Kate Hawkins and carried.

Respectfully submitted,

Troy Nemmers, PE
Public Works Director/City Engineer

CITY OF FAIRMONT

SAFETY COUNCIL MINUTES

DRAFT

MEETING DATE: October 20, 2014

5:30 PM

City Hall Council Chambers

Chr.	Stephen Roesner	<u>P</u>	VChr.	Sandee Nelson	<u>P</u>
Mbr.	Paul Carlson	<u>A</u>	Mbr.	Jim Utermarck	<u>P</u>
Mbr.	Rick Schaefer	<u>A</u>	Mbr.	Randy Rowan	<u>A</u>
CC.	Chad Askeland	<u>P</u>	PD	Police Dept	<u>A</u>
Stf.	Troy Nemmers	<u>P</u>	Others:		

The minutes of the September 15, 2014 Safety Council were reviewed. A motion was made by Sandee Nelson seconded by Jim Utermarck and carried to approve the minutes as presented. The motion carried.

OLD BUSINESS:

Soccer field parking: Two options were distributed for review and discussion. One option showed angled parking accessing directly from Prairie Avenue and the second option showed an additional parking lot in the northwest corner of the site. The additional parking lot area would allow for signage of a no parking zone on the west side of Prairie Avenue. The Council discussed making a presentation to the Fairmont Soccer Association and directed staff to contact the FSA with the options.

NEW BUSINESS: None

There being no other business it was moved by Jim Utermarck, seconded by Sandee Nelson and carried to adjourn the meeting at 5:46 PM

Troy Nemmers, PE
Public Works Director/City Engineer

PARK BOARD MEETING

Meeting Minutes
Tuesday, October 21, 2014
5:00 p.m.

Board Members Present:

☒ Vicki Schulte
☒ Steve Lebert
☒ Craig Nelson
☒ Nancy Johnson
☐ Mary Don Kislingbury
☐ Tracy Meadows

Council Member Present:

☐ Darin Rahm

☒ Troy Nemmers, Public Works
Director/City Engineer
☒ Nick Lardy, Streets/Parks
Superintendent

Others Present:

☒ Roni Dauer
☐ Rod Halverson (KSUM)
☒ Judy Bryan (Sentinel)
Erika Volkir, MCHS; Sonja Fortune, FADP;
Natalie Lutterman, MCHS; Tom Steffes

Staff Present:

The October 21, 2014 meeting of the Park Board was called to order at 5:00 p.m.

A motion was made by Vicki Schulte to approve the minutes of July 15, 2014. The motion was seconded by Craig Nelson and carried.

Monthly update: Staff provided the monthly update.

CER update: Roni Dauer provided the update on CER activities.

Old Business:

- a. Dog park location: Erika Volkir presented a letter from the Human Society and spoke about the reasons that the dog park should not be located by the Human Society. Sonya Fortune presented information regarding the Dog Park Committee's work. Ms. Fortune noted they have raised nearly \$17,000 to date. Discussion took place on the two potential locations. Natalie Lutterman spoke about promoting Fairmont as a "dog friendly" community and that she plans her travels around this same concept. Tom Steffes spoke in favor of the Aquatic Park location and the potential traffic/tourism it will generate. Craig Nelson made the motion to recommend to the Fairmont City Council that the location of the dog park be the site near the Aquatic Park. The motion was seconded by Nancy Johnson and carried with a vote of 3 to 1; Vicki Schulte casting the dissenting vote.

New Business:

- Steve Lebert has tendered his resignation from the Park Board.
- Staff presented Gomsrud water quality renovations. Discussion continued on the lakes, water quality, and invasive species.

A motion was made by Craig Nelson to adjourn the meeting at 5:55 p.m. The motion was seconded by Vicki Schulte and carried.

Respectfully submitted,

Troy Nemmers
Public Works Director/City Engineer