

Board of Review
Fairfax City Council
April 11, 2012
10:00 a.m.

Call to Order by Acting Mayor Cindy Fahey

Roll call: Present: Cindy Faehy, Todd Kiecker, Brad Augustin
Absent: Lois Gilles, Doug Pomplun

Staff present: Ted Domeier, City Assessor; Marcia Seibert-Volz, City Administrator; County Assessor.

Parcel # 20385 : Request by Greg Kiecker to change parcel from residential vacant lot to Ag classification.
Motion by Brad Augustin, second by Todd Kiecker to approve changing the parcel from residential vacant lot to Ag classification. Motion carried.

Motion by Todd Kiecker, second by Brad Augustin to adjourn meeting at 10:30 a.m. Motion carried.

Mayor Doug Pomplun

ATTEST: _____
Marcia Seibert-Volz, City Administrator

COUNCIL MEETING

DATE: April 11, 2012

TIME STARTED: 7:00 p.m.

TIME ENDED: 9:50 p.m.

MEMBERS PRESENT: Mayor Doug Pomplun; Councilmember, Brad Augustin, Cindy Fahey, Todd Kiecker, Lois Gilles.

MEMBERS ABSENT: None

Staff members present: Clerk Treasurer Administrator Marcia Seibert-Volz. Craig Marti & Jack Kiecker: Co-Public Works Directors, City Attorney Tom VanHon.

Meeting was called to order by Mayor Doug Pomplun.

APPROVAL OF THE AGENDA: Motion by Brad Augustin, second by Cindy Fahey to approve agenda with the addition of Personnel Committee report and advertisement of Lineman & Street/Utility Maintenance position to item #18 on the agenda. Motion carried.

PUBLIC HEARING: Huiras Zoning application 2012-13. Request to build within the 20' setback of the back property line. Requested to build within the 7' setback. Following residents were against said application: Perry Wiechmann, Cheryl Miller, and Mike Wagner. Motion by Brad Augustin, second by Todd Kiecker to adopt Resolution 2012-13.

RESOLUTION 2012-13

RESOLUTION DENYING VARIANCE 2012-01 ROMAN HUIRAS

BE IT RESOLVED by the Fairfax City Council as follows:

Background:

1. Roman Huiras has requested to build a new garage 35' X 45' in a residential zone
2. The City Code requires a 20' setback from the back property line for all structures.
3. The applicant is proposing a back yard set-back of less than 20'. This require a variance

Standards:

By City Code: A variance may be granted from the requirements of the zoning ordinance when

1. The variance is in harmony with the general purposes and intent of this ordinance
2. When the variance is consistent with the comprehensive plan
3. When the applicant establishes that there are practical difficulties in complying with the ordinance

Findings:

Reasonableness:

1. No practical difficulties associated in complying with the Ordinance.

Unique Circumstances

1. There are no unique circumstances to allow the variance to reduce the setback.

Character of Locality

1. Residential

The proposed variance is not consistent with the City Code and the findings indicate there are no practical difficulties for Huiras to build the garage within the required setbacks. The Fairfax City Council **denies** Zoning Application 2012-01

BID OPENING & QUOTES: Quotes for the shingling of Auditorium roof were reviewed. The insurance will pay the replacement cost of asphalt shingles. In the event the city selects standing seam steel the adjuster will allow the difference between Volz & Frank shingled roof and the standing steel roof. The following bids were received:

Wendinger Building & Remodeling:	Shingled roof	\$ 29,440.00
	Standing seam steel	\$ 35,875.00
Volz & Frank	Shingled roof	\$ 21,422.00
	Standing Seam Steel	\$ 36,415.00
M & N	Shingled roof	\$ 18,354.64

Motion by Lois Gilles, second by Cindy Fahey to contract with George Wendinger for the standing seam steel roof for \$ 35,875.00. The City's share for the standing seam steel roof is \$ 14,453.00. Motion carried.

PRESENTATIONS: The 2011 Financial Audit information was presented by Joel Stencil from EideBailly. The council did not receive the audited financial statements prior to the meeting. Approval is pending the council receiving the audit.

CONSENT AGENDA: Motion by Lois Gilles, second by Cindy Fahey to approve consent agenda. Motion carried.

- 7.1 Approval of the minutes dated March 12, 13, 26, 2012
- 7.2 Project One (City Hall) Pay Est. #5 \$ 31,784.15
- 7.3 Salonek (Library) Pay est. 6 \$ 119,891.90
- 7.4 Dakota Supply Group Pay Est. 3 \$ 28,253.79

- 7.5 Project One change order #002REV
- 7.6 Salonek change order \$ 225.00
- 7, 7 Renew Cardinals beer license
- 7.8 Miss Becky's Liquor & Sunday Liquor License renewal
- 7.9 Claims for Payment

CLAIMS:

4-Square Builders	PADS FOR DIGGER DERRIK TRUCK	164.37
ABM Equipment & Supply	EQUIPMENT REPAIRS	1,679.17
Alan Marti	2012 CIP REBATE	50.00
Alex Air Apparatus Inc	AIR COMPRESSOR - FD	5,838.75
Ameripride Linen Services	LAUNDRY - BAR	304.67
Amsterdam	OFFICE SUPPLIES	58.08
Annie Albrecht	2012 CIP REBATE	25.00
Arctic Glacier	ICE	21.52
Arneson Distributing Inc	ROOT BEER	1,015.50
Arvig Communication System	INTERNET	30.95
Barnes & Noble	LIBRARY BOOKS	177.86
Becky Jeppesen	2012 CIP REBATE	25.00
Bernicks Pepsi Cola	ICE MACHINE RENT & POP	1,255.40
Bernie Wenner	BUILDING INSPECTER	1,061.56
Bolton & Menk	ENGINEERING	60,417.08
Border States	ELECTRIC & STREET SUPPLIES	13,622.46
Bound Tree Medical, LLC	AMBULANCE SUPPLIES	994.88
Capital One, F.S.B.	WA, SW, CLERK TRAINING	1,450.91
Carrot-Top Industries Inc	FLAG - COUNCIL CHAMBERS	123.16
Casey's	GAS	1,093.14
Central Minnesota Municip	POWER PURCHASED	29,429.73
CenturyLink	TELEPHONE	1,286.30
Chip Steak & Provision Com	SUPPLIES FOR RESALE	900.83
Chris Jandl	MILEAGE	47.73
Chuck Hellendrung	SNOW HAULING CONTRACT	2,000.00
City of Fairfax	UTILITY BILLS	7,600.53
Clobes Sanitation	GARBAGE CONTRACT	3,274.95
Craig Marti	MILEAGE	335.99
Dakota Supply Group	PAY ESTIMATE #3	31,997.38
Dave Munsell	BAND EXPENSE	250.00
Dave's Full Service	GAS	652.00
Demco	STOOLS - LIBRARY	135.03
Dennis Lund	2012 CIP REBATE	35.00
Department of Energy-WAPA	POWER PURCHASED	23,730.80
Display Sales	FLAG	315.28
Duebers	SUPPLIES	47.35
Eide Bailly LLP	2011 AUDIT FEE	5,000.00
Eric Fahey	MILEAGE	106.56

Fairfax Postmaster	POSTAGE - UTILITY BILLS	320.91
Fairfax Standard	PUBLISHING	1,223.40
Fairfax Veterinary Clinic	BOARDING FEES	288.56
Farm Merchantile Inc.	LIQUOR SUPPLIES	763.37
Fleet Services - Dept of A	LEASE PMT SQUAD CAR	615.67
Frontier Bar	SUPPLIES	116.43
Gopher State One Call	LOCATES	39.35
Harland	EQUIP MAINT CONTRACT	4,885.00
Harry's Frozen Food	SUPPLIES FOR RESALE	134.00
Hawkins Water Treatment	CHEMICALS	5.00
Heggies Pizza	SUPPLIES FOR RESALE	368.90
Hermel Wholesale	SUPPLIES	817.31
J.T. Services	ELECTRIC SUPPLIES	118.59
Jahnke Water Inc.	WATER - LIBRARY	12.61
Jandl Cabinets &	INVOICE POSTED 2X	92.22
Jim Moeller	2012 CIP REBATE	50.00
Johnson Bros. Wholesale	LIQUOR	1,844.66
KNUJ AM	ADVERTISING - BAR	65.00
Kiecker Plumbing & Heating	REPAIRS - BAR	66.03
League of MN Cities	POLICE TRAINING	20.00
Locher Bros. Inc.	BEER	5,092.80
MN Department of Revenue	MARCH SALES TAX	9,164.00
MN Municipal Utilities As	LINEWORKER TRAINING	17,580.63
MN Pollution Control	WASTEWATER CONFERENCE	0.00
MN Valley Testing Lab.	WASTEWATER SAMPLE TESTING	73.00
MVRRRA	2012 RENT	1,139.60
Marc Kiecker	SNOW REMOVAL	2,000.00
Marcia Seibert-Volz	MILEAGE	88.80
Matheson Tri-Gas Inc	SHOP SUPPLIES	179.76
Maynard's of Fairfax	CLEANING SUPPLIES	209.66
Mediacom	CABLE TV & INTERNET	387.24
Merchant Services	LIQUOR CREDIT CARD FEES - MARC	633.81
Midwest Machinery Co	GRADER BLADE	277.78
Mike Schultz	2012 CIP REBATE	50.00
Mikes Auto Parts	SHOP SUPPLIES	537.80
Minnesota Dept. of Health	Minnesota Dept. of Health	32.00
Missouri River Energy Ser	MONTHLY FEE	500.00
New Ulm Public Utilities	REPAIRS, NATURAL GAS & TRANSP.	83,171.80
North Ambulance	INTERCEPT 4-10-12	225.00
North Star Pump Service	LIFT STATION MAINTENANCE	859.90
Northern Lights Dist.	SUPPLIES FOR RESALE	2,997.63
Office Depot	PRINTER INK	553.41
Phillips Wine & Spirits	LIQUOR	293.00
Pietsch Construction Inc	CLEANING SUPPLIES	69.00
Pitney Bowes Inc.	POSTAGE	120.00
Prinsco	6" COUPLER	2.29
Project One	CITY HALL PROJECT PMT	31,784.15
Public Employees Ret.	Public Employees Ret.	1,406.99
Red Feather	SUPPLIES	254.79
Renville Co Public Works	PATCH STREETS	413.94
Renville County	LANDFILL FEES	2,854.50
Revtrak Inc	MARCH FEES	412.71
Ron Irwin	2012 CIP REBATE	35.00
Salonek Concrete & Constru	LIBRARY PAYMENT	119,891.90
Schweiss Bi-Fold Doors	EXPANDED METAL	14.89
Scott Clobes	2012 CIP REBATE	35.00
St Cloud Fire Equipment Co	FIRE EXTINGUISHER MAINT	590.86
Steve's Bakery	ELECTION EXPENSE	192.89
Stuart C Irby Co.	SINGLE PHASE ADAPTER	805.57
Tapper's Beer Line Servic	CLEAN BEER TAPS	32.50
Tierney Brothers Inc	SMART BOARD	581.86
Tom VanHon	ATTORNEY FEES	1,000.00
Tow Distributing Corp.	BEER	2,640.96
Tyler Technologies	ANNUAL HARDWARE MAINT FEE	317.30
USA Blue Book	ELECTRIC SUPPLIES	455.20
Uniforms Unlimited	TASER - PD	921.81
Verizon Wireless	PHONE	389.08
Viking Coca-Cola Bo. Co.	POP	231.00
WBM Wine & Spirits Inc.	LIQUOR	2,317.35
Weis Oil	GAS	893.48
Xcel Energy	MISO SCHEDULE 10 PASS THROUGH	4,766.62

RESOLUTION 2012-12: Motion by Brad Augustin, second by Lois Gilles to adopt Resolution 2012-12. Council polled: Cindy-no, Lois-yes, Brad-yes, Todd-yes, Doug-yes. Motion carried.

RESOLUTION 2012-12 .

**APPROVING PROPOSED FINANCING
BY THE RENVILLE-SIBLEY COUNTY
FIBER COOPERATIVE**

WHEREAS, the Renville-Sibley County Fiber Cooperative (“RS Fiber”) was formed under the terms of a Joint and Cooperative Agreement, as amended, established pursuant to Minnesota Statutes, Section 471.59;

WHEREAS, the RS Fiber joint powers board proposes to issue approximately \$69,400,000 Tax-Exempt Revenue Bonds (Fiber Optic Broadband Communications Project), Series 2102 (the “Bonds”), to finance construction of a broadband communications system (the “Project”) in the counties of Renville and Sibley, Minnesota, and the cities of Arlington, Brownton, Buffalo Lake, Fairfax, Gaylord, Gibbon, Green Isle, Lafayette, New Auburn, Stewart and Winthrop (together, the “Participants”);

WHEREAS, the Bonds would be primarily recurred by revenues from the Project;

WHEREAS, the Bonds are proposed to be secured by a debt service reserve fund, and the Participants are proposed to enter a Debt Service Reserve Fund Replenishment Agreement (the “Replenishment Agreement”);

WHEREAS, the proposed conditions of the Replenishment Agreement are described in a summary prepared by bond counsel, Kennedy & Graven, dated March 15, 2012 (attached);

WHEREAS, the City of Fairfax has considered the attached summary;

NOW THEREFORE, BE IT RESOLVED THAT the City of Fairfax approves the proposed conditions of the Replenishment Agreement as described in the attached summary.

**SUMMARY OF DEBT SERVICE RESERVE FUND
REPLENISHMENT AGREEMENT**

Kennedy & Graven

March 15, 2012

The Renville-Sibley County Fiber Cooperative Joint Powers Board (the “Board”) proposes to issue approximately \$69,400,000 Tax-Exempt Revenue Bonds (Fiber Optic Broadband Communications Project) Series 2102 (the “Bonds”), to finance construction of a broadband communications system (the “Project”) in the Counties of Renville and Sibley, Minnesota, and the Cities of Arlington, Brownton, Buffalo Lake, Fairfax, Gaylord, Gibbon, Green Isle, Lafayette, New Auburn, Stewart and Winthrop (together, the “Joint Powers Participants”).

The Bonds would be primarily recurred by revenues from the Project, and also a debt service reserve fund (the “Reserve Fund”). In addition, the Bonds are proposed to be secured by a Debt Service Reserve Fund Replenishment Agreement (the “Replenishment Agreement”), entered into by all the Joint Powers Participants.

The key features of the Replenishment Agreement are as follows:

1. The Reserve Fund will be required to be maintained at a specified level, determined at the time the Bonds are sold. To conform with federal tax laws, the maximum size of the funds will be the lesser of: (i) ten percent of the original principal amount of the Bonds; (ii) 125 percent of the average annual debt service on the Bonds; or (iii) the maximum annual debt service on the Bonds. The required level is referred to as the "Reserve Requirement."
2. If revenues are insufficient to pay debt service on the Bonds, the trustee for the Bonds will be authorized and directed to draw from the Reserve Fund to make those payments.
3. Any time a draw is made on the Reserve Fund, the trustee will replenish that fund to the Reserve Requirement, first exhausting any funds available for that purpose under the bond trust indenture. If needed, the Trustee will next turn to the Joint Powers Participants and request them to pay amounts needed to bring the Reserve Fund back to the Reserve Requirement, under the Replenishment Agreement.
4. Each Joint Powers Participant will be requested to pay its "Allocation Percentage" of the total amount needed to replenish the Reserve Fund. That Allocation Percentage will be specified in the Replenishment Agreement, and will be based on each entity's share of the total service connections. The parties may discuss whether that percentage should be fixed for the life of the Bonds, or instead subject to adjustment over time to reflect changes in the relative number of connections and potential addition of new cities to the Board.
5. Each Joint Powers Participant's payment of its Allocation Percentage of any shortfall amount will be subject to non-appropriation. That is, the Replenishment Agreement does not create a "general obligation" of the Joint Powers Participants.
6. If one or more Joint Powers Participants does not appropriate funds, those non-appropriated amounts will be re-distributed to the remaining Joint Powers Participants according to the Allocation Percentage. However, in no event will any Joint Powers Participant be required to pay more than 150% of its Allocated Percentage of the gross shortfall at the time of the call for replenishment. In other words, if the total shortfall at one point in time is \$100,000, and City A's Allocation Percentage is 5%, the maximum amount that City A would be required to pay (for that replenishment) is \$7,500 (which is 150% of the \$5,000 share allocated to City A).
7. Following from point 6, the Replenishment Agreement will address what happens if one or more Joint Powers Participants does not appropriate (such as provision for reimbursement of the remaining participants who did appropriate funds).
8. Further, each City's payment will be adjusted to reflect the fact that City and County jurisdictions overlap. That is, the goal is to mitigate the "double taxation" that occurs if a City pays its entire Allocation Percentage, and the County's Allocation Percentage requires a tax levy on property in that City. The County must spread its tax levy on all property in the County, but the City payment will be adjusted to reduce this effect. For example, if City A's share of any shortfall is \$25,000 based on the Allocation Percentage, but the County also levies \$5,000 against property within City A (to pay for part of the County's allocated share), the City A payment will be reduced to \$20,000. The result is a total of \$25,000 comes from City A taxpayers, combining the City and County levies. But City payers are not taxed twice for the same thing.

RURAL SERVICE DISTRICTS: Ron Hoffbeck was present to request the council consider establishing a Rural Service District for his property zoned agricultural on the West end of Fairfax. Council tabled action and will take consideration of request at the next meeting and mail him the determination.

FAIRFAX JAYCEES: Jaycees were present to request a permit for holding their annual summer celebration on June 22-24th, 2012. Request a Beer license for Friday, Saturday, and Sunday. The Street dance will be both Friday and Saturday night on 1st St. SE. The Lions Park will have the other events at it. Requested approval for the proposed route for the 5k run. Motion by Lois Gilles, second by Cindy Fahey

to approve the general permit for the celebration, beer license for the Lion's Park and on 1st St. SE Friday and Saturday nights for the dance, and the route for the 5k run. Motion carried.

AGREEMENT 2012-02 Motion by Lois Gilles, second by Todd Kiecker to approve Agreement No. 2012-02 with the Railroad. Motion carried.

AGREEMENT NO. 2012 - 2
AGREEMENT
BETWEEN
THE MINNESOTA PRAIRIE LINE INC.
AND
CITY OF FAIRFAX
FOR REPLACEMENT OF
RAILROAD/HIGHWAY CROSSING SURFACE ON PARK STREET

THIS AGREEMENT, made and entered into by and between the Minnesota Prairie Line Inc., a corporation, organized under the laws of the State of Minnesota, party of the first part, hereinafter referred to as "Company", and the City of Fairfax, a municipal corporation organized under the laws of the State of Minnesota, party of the second part, hereinafter referred to as "City";

WITNESSETH:

WHEREAS, The City and the Company have been involved in discussions dealing with the replacement of the railroad/highway grade crossing surfaces on Park Street in Fairfax, and

WHEREAS, Park Street is under the jurisdiction of the City for purposes of maintenance and improvements, and

WHEREAS, It is the desire of both of the parties hereto to enter into a written document regarding the replacement of said railroad/highway grade crossing surface.

NOW, THEREFORE, Pursuant to Minnesota Statutes 471,59 and in consideration of the mutual covenants and promises hereinafter contained, It is hereby agreed by and between the Company and the City as follows:

- A. That this agreement shall apply only to the replacement of the one specific railroad/highway grade crossing surface.
- B. That the Company will be the project manager in charge of the surface replacement project as and when same is designed and constructed.
- C. Prosecution of the work will be performed on the following basis:
The Company will:
 1. Prepare and complete the construction plans, specifications, and special provisions, as needed; the estimate of construction cost; and the other tasks required to complete the design of the project, and otherwise provide for the construction of the railroad surface replacement project.
 2. Provide the necessary labor, equipment, and material for the removal and disposal of the old crossing surface and for the construction of the new crossing surface.
 3. Provide the necessary construction supervision, inspection and reporting services required for construction approval by the Company.
 4. Obtain communication from the City Engineer prior to authorizing work to proceed on the surface replacement project.
 5. Maintain the project open to Inspection by the City's duly authorized representatives.
 6. Obtain the written approval of the City for any changes involving work in which the City is cost participating, prior to the performance of such work.

The City will.

1. Provide traffic control on Park Street during the surface replacement project. This work includes closing the highway and detouring vehicular traffic as needed.

2. Construct temporary asphalt highway pavement patching, at the railroad/highway crossing surface.
 3. Construct the permanent asphalt highway pavement at the railroad/highway crossing surface.
- D. The method of financing the Improvement project shall be the prerogative of the City and the Company. Funding of the project is subject to the following provisions:
1. CONSTRUCTION COSTS:
 - a. Of the total cost of \$90,830.81 for the removal and disposal of the old crossing surface and the construction of the new crossing surface, the City will pay \$64,346.37 to the Company as the City's share of the crossing surface construction costs.
 - b. The City will pay all expenses for traffic control, materials, cutting asphalt, asphalt disposal and temporary and permanent asphalt highway pavement construction.
 - c. The Company will pay all other expenses included in the surface replacement project.
 2. ENGINEERING COSTS:
 - a. The Company will not be obligated to pay the City for any City staff and equipment time charged to the project.
 3. REIMBURSEMENT:
 - a. Upon completion and final acceptance of the improvement project, the Company will bill the City \$64,346.37 for lump sum payment the County's share of the crossing surface construction costs. The City will reimburse the Company within thirty (30) days for the balance due.
- E. The parties to this agreement shall be liable for its own acts to the extent provided for by law and hereby agree to Indemnify, hold harmless and defend the other named party to this agreement, its officers, agents, employees, and volunteer workers against any and all liability, loss, costs, damages, expenses, claims or actions, Including reasonable attorneys' fees with the other, its officers, agents, employees, and volunteer workers may hereafter sustain, Incur or be required to pay, arising from, or related to the provisions of services hereunder by reason of any act or omission of the party, its officers, agents, employees and volunteer workers in the execution, performance, or failure to adequately perform Its obligations.
- F. It is hereby understood and agreed that any and all employees of the Company and all other personnel employed by the Company in the performance of the provisions of services hereunder shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said Company employees while so engaged in the performance of any of the provisions of services hereunder shall in no way be the obligation or responsibility of the City.
- G. It Is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of the provisions of services hereunder shall not be considered employees of the Company and that any and all claims that may or might & rise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said City employees while so engaged in the performance of any of the provisions of services hereunder shall in no way be the obligation or responsibility of the Company.
- H. Pursuant to Minnesota Statute I OB.06, Subd. 4, the City and the Company agree that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Company that Involve transactions relating to this Agreement.
- I. The parties agree to maintain these records for a period of three years from the date of termination of this Agreement.
- J. During the performance of this Agreement, the Company and the City agree to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right In, participation In, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- K. Each Party agrees that any modification of this agreement will be in writing and will be signed by the parties hereto.

- L. Each party understands that the crossing surface replacement project will be scheduled for construction in the spring of 2012; the dates to be mutually agreed to by both the Company and the City.

FIRE RELIEF ASSOCIATION: The Fire Relief Association request the council for a cost analysis of retirement coverage in the statewide volunteer Fire Fighter Retirement Plan. Motion by Brad Augustin, second by Lois Gilles to approve the request to have the analysis done. Motion carried.

DEPARTMENT OF ENERGY RESERVE CONTRACT-RESOLUTION 2012-11: Motion by Lois Gilles, second by Cindy Fahey to adopt Resolution 2012-11. Motion carried.

**RESOLUTION 2012-11
RESOLUTION APPROVING RESERVE CONTRACT NO. 12-UGPR-708**

WHEREAS, the City of Fairfax has received a proposed Reserve Contract from the Department of Energy Western Area Power Administration, and

WHEREAS, this Reserve Contract affirms the resource commitment Western made through the 2021 Power Marketing Initiative, and

WHEREAS, Western will offer Fairfax a new long-term Firm Electric Service Contract prior to the termination of the City's existing Firm Electric Service Contract, and

WHEREAS, Western's intent is for this Reserve Contract to assist customer resource planning activities until such time that a new long-term Firm Electric Service Contract is executed.

THEREFORE BE IT RESOLVED: The Fairfax City Council approves Contract No. 12-UGPR-708 to reserve firm electric service contract rate of delivery with associated energy for the City of Fairfax with Western Area Power Administration.

MEETING CLOSED

MINNESOTA DEPARTMENT OF HUMAN RIGHTS: Correspondence from the Department of Human Rights was discussed in closed session.

MEETING REOPENED

STAFF REPORTS:

Marcia Seibert-Volz:

- Building permit issued in March:

Roman Huiras	Windows & reroof	7,500.00
Chris Geyen	shingle, siding, roof	36,000.00
Barb Freitag	storage shed	13,280.00
Mike Vait	windows	1,870.00
Fairfax Agency	shingle	7,000.00
Charle Howe	furnace	2,900.00
Dan & Linda Turbes	window / Door	800.00
City of Fairfax	water tower foundation	40,000.00
Kristy Volz	shingle	3,000.00
- Council Chairs: Motion by Lois Gilles, second by Cindy Fahey to purchase nine (9) chairs for the council room at \$ 333.95 each. Motion carried.
- City Clean-up Day. Motion by Cindy Fahey, second by Lois Gilles to approve expenditure for Clean-up day on May 4th & 5th. Motion carried.
- Franklin City Council has indicated that they are very interested in sharing police coverage with Fairfax following their Chief's retirement in 2013. Lois & Todd volunteered to represent the council in discussing the police sharing costs. The Police Chief will be included in the meetings.
- Library sidewalks on north side of building need replacing. Discussion took place on having Deming do it under the street contract or obtain quote for Salonek. Council directed Marcia to obtain quote from Salonek.
- City office move. Request close office for two (2) days. General consensus of council approved.

Craig Marti: Requested the council allow the City to rent the phase finder out to the City of Tyler. General consensus of the council approved and council directed Tom Van Hon to draft an agreement.

POLICE REPORT: The Police Chief gave his monthly report highlighting events.

COMMITTEE REPORTS: Personnel Committee- Discussed part time seasonal position advertised changing to FT Street/Utility Maintenance Position allowing Jack Kiecker to become part time this Fall. Motion by Lois Gilles, second by Cindy Fahey to advertise for Utility/Street Maintenance position. Motion carried.

Motion by Brad Augustin, second by Todd Kiecker to eliminate the part time seasonal position for 2012. Motion carried.

CORRESPONDENCE: none

COUNCIL CONCERNS: None

ADJOURNMENT: Motion by Lois Gilles, second by Cindy Fahey to adjourn at 9:50 p.m. Motion carried.

Doug Pomplun, Mayor

ATTEST:

Marcia Seibert-Volz, CMC
City Administrator