

FAIRMONT CITY COUNCIL AGENDA

1. CALL TO ORDER -

- Regular meeting of the Fairmont City Council held on

MONDAY, APRIL 10, 2017

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

2. ROLL CALL -

Mayor Foster

Councilors:

Cyphers

Hawkins

Hasek

Peters

Zarling

3. DETERMINATION OF QUORUM -

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

6. READINGS OF MINUTES -

6.1 Minutes of Regular Meeting, March 27, 2017

(01-02)

7. OPEN DISCUSSION - None

8. RECOGNITIONS/PRESENTATIONS -

8.1 Focus on Fairmont Presentation – Flowers/Banners

(03)

9. SCHEDULED HEARINGS –

- 9.1 Public Hearing – Sale of 812 N. Park Street (04)
 - 9.1a Hearing Notice (05)
 - 9.1b Draft Ordinance 2017-01 (06-07)

10. ADMINISTRATIVE APPEALS –

11. FINANCIAL REPORTS –

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

13. LICENSES AND PERMITS –

- 13.1 Permit for MCBYR Freedom 5K Race/Color Dash (08)
 - 13.1a Permit Application (09-10)
 - 13.1b Route Map (11)
 - 13.1c Advertisement (12)
- 13.2 Transient Merchant License – TNT Fireworks (13)
 - 13.2a Permit Application (14-17)

14. OLD BUSINESS –

15. NEW BUSINESS –

- 15.1 Board and Commission Appointments (18)

15.2	School Resource Officer Memorandum of Understanding	(19)
	15.2a School Resource Officer Memorandum of Understanding	(20-25)
15.3	Presentation by Roni Dauer regarding the Summer Free Play Ground and Park Program	(26)
15.4	Presentation by Ed Willett Member of 1590 "Kids Just Want to Have Fun"	(27)
	15.4a April 6,2017 letter to the Fairmont City Council from Ed Willett, Project 1590 Board of Directors	(28)
15.5	Excess Inventory	(29)
	15.5a List of excess property	(30)
15.6	MnDOT Cooperative Construction Agreement for T.H. 15	(31)
	15.6a Resolution 2017-11	(32)
	15.6b T.H. 15 Cooperative Construction Agreement	(33-44)
15.7	MnDOT Detour Agreement for T.H. 15	(45)
	15.7a Resolution 2017-12	(46)
	15.7b TH 15 Detour Agreement	(47-52)

16. REGULAR AND LIQUOR DISPENSARY BILLS –

17. STATUS REPORTS/ORAL

18. ADJOURNMENT –

ADDITIONAL ATTACHMENTS – (53)

The minutes of the Fairmont City Council meeting held on Monday, March 27, 2017 at the City Hall Council Chambers.

Mayor Deborah Foster called the meeting to order at 5:30 p.m.

Mayor Deborah Foster, Council Members Ruth Cyphers, Tom Hawkins, Wayne Hasek, Bruce Peters and Jim Zarling were present. Also in attendance: City Administrator Mike Humpal, Public Works Director/City Engineer Troy Nemmers, Finance Director Paul Hoye, City Attorney Elizabeth W. Bloomquist and Chief of Police Mike Hunter.

It was moved by Council Member Peters to approve the agenda as presented. Council Member Zarling seconded the motion and the motion carried.

It was moved by Council Member Peters, seconded by Council Member Hasek and carried to approve the minutes of the regular City Council meeting of March 13, 2017.

Open Discussion was taken off the Agenda for this meeting by Mayor Foster. Mayor Foster explained her reasons for removing it and introduced a new form entitled "Open Discussion or Agenda Item Request Form". After much discussion, Council Member Hawkins made a motion to keep the open discussion process the same. Council Member Cyphers seconded the motion. On roll call: Council Members Cyphers and Hawkins voted aye and Council Members Hasek, Peters and Zarling voted nay. Mayor Foster declared said motion failed. Council Member Zarling made a motion to implement a new process by using the "Open Discussion or Agenda Item Request Form" and adding a statement to the form that it needed to be submitted to the City Clerk by noon, the Wednesday prior to the City Council meeting. Council Member Peters seconded the motion. On roll call: Council Members Hasek, Peters and Zarling voted aye and Council Members Hawkins and Cyphers voted nay. Mayor Foster declared said motion passed.

Mayor Foster proclaimed the month of April as Child Abuse and Neglect Prevention Month in the City of Fairmont. Brenda Lubenow, Social Services Supervisor for Human Services of Faribault and Martin Counties spoke on the topic.

Council Member Zarling made a motion to approve an Event Permit for Interlaken Heritage Days to be held June 9 – 11, 2017. Council Member Hawkins seconded the motion and the motion carried.

Council Member Hawkins made a motion to set a public hearing for April 10, 2017 regarding the sale of 812 N. Park Street to Fairmont Housing and Redevelopment Authority. Council Member Peters seconded the motion and the motion carried.

Council Member Peters made a motion to approve \$6,000.00 in funding to the Interlaken Heritage Days Committee for the 2017 community festival. Council Member Zarling seconded the motion and the motion carried.

Council Member Hawkins made a motion to approve **Resolution 2017-10**, Department of Natural Resources Outdoor Recreation Grant Application. Council Member Cyphers seconded the motion. On roll call: Council Members Zarling, Cyphers and Hawkins all voted aye. Council Members Hasek and Peters voted nay. Mayor Foster declared said motion carried.

Council Member Peters made a motion to approve the payment of the March, 2017 bills in the amount of \$782,068.12. Council Member Zarling seconded the motion and the motion carried.

A motion was made by Council Member Hasek, seconded by Council Member Peters and carried to adjourn the meeting at 6:34 p.m.

ATTEST:

Deborah J. Foster
Mayor

Patricia J. Monsen, City Clerk

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 8.1

MEETING DATE: April 10, 2017

SUBJECT: Focus on Fairmont Presentation – Flowers/Banners

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

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

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

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

RECOMMENED ACTION BY:

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

STATEMENT: Focus on Fairmont will give an update on flowers and banners.

MOTION: N/A

VOTE REQUIRED: N/A

ATTACHMENTS:

1. Handout at the meeting
2. _____
3. _____

Council Action: _____ Date: _____

MEETING DATE: April 10, 2017

SUBJECT: Public Hearing – Sale of 812 N. Park Street

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 type="checkbox"/>	Information Only
<input checked="" type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input checked="" type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED 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 Council will take public input on the sale of 812 N. Park Street to the Fairmont Housing and Redevelopment Authority through a quit claim deed for the development of a new duplex.

MOTION #1: To close Public Hearing

VOTE REQUIRED MOTION #1: Simple majority

MOTION #2: To approve Ordinance No. 2017-01, the sale of 812 N. Park Street through a quit claim deed to Fairmont Housing and Redevelopment Authority.

VOTE REQUIRED MOTION #2: Simple majority (Roll call)

ATTACHMENTS:

- Hearing Notice
- Draft Ordinance 2017-01

Council Action: _____ Date: _____

PUBLIC HEARING NOTICE

Notice is hereby given by the Fairmont City Council of a public hearing to be held on **April 10, 2017, 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 proposed

ORDINANCE NO. 2017-01, Ordinance to Sell Real Property Described as Lot Thirteen, in Block Seven of Taylor & Johnson's Third Addition (812 N. Park Street) to Fairmont Housing & Redevelopment Authority

All persons interested are invited to attend the Public Hearing to offer their comments related to the sale of the property. 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

ORDINANCE 2017-01

**STATE OF MINNESOTA)
COUNTY OF MARTIN)ss
CITY OF FAIRMONT)**

ORDINANCE TO SELL REAL PROPERTY

WHEREAS, the City of Fairmont is the owner of real estate located at 812 N. Park Street, Fairmont, Martin County, Minnesota, and;

WHEREAS, said real property is legally described as:

Lot Thirteen, in Block Seven of Taylor & Johnson's Third Addition to Village (now City) of Fairmont, according to the map or plat thereof on file and of record in the Office of the County Recorder in and for said County and State, and;

WHEREAS, City staff is working with the Fairmont Housing and Redevelopment on a project to construct a new duplex as part of the replacement program replacing the units burned at the Friendship Village site, and;

WHEREAS, the Fairmont City Council, after holding a public hearing, determined that it is in the best interest of the City of Fairmont to transfer the above described real estate to Fairmont Housing and Redevelopment Authority.

NOW THEREFORE, it is hereby ordained by the Fairmont City Council as follows:

1. The real property described above will be transferred from the City of Fairmont to Fairmont Housing and Redevelopment Authority through a quit claim deed.
2. The Mayor and the City Clerk are authorized to sign any and all documents necessary to transfer the real property described above.

PASSED, APPROVED AND ADOPTED, this _____ day of _____, 2017.

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

1st Reading: March 27, 2017

2nd Reading: April 10, 2017

Motion by:

Seconded by:

All in favor:

Opposed:

Abstained:

Absent:

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 13.1

MEETING DATE: April 10, 2017

SUBJECT: Permit for Martin County Beyond the Yellow Ribbon Freedom 5K Race/Color Dash

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

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

RECOMMENED ACTION BY:

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

STATEMENT: A Freedom 5K/Color Dash Martin County Beyond the Yellow Ribbon Race is being planned for July 4, 2017. This is the fifth year for this fundraiser. The 5K run, walk, or bicycle will go around Lake Sisseton. The applicant has made arrangements with Fire Chief Brandon Scott and has gotten a special permit from the fireworks display company to use the bike trail.

MOTION: To approve a permit for the Freedom 5K Race event on July 4, 2017.

VOTE REQUIRED: Simple majority.

ATTACHMENTS:

1. Permit Application
2. Route Map
3. Advertisement

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 3-2-17

Permit Fee: \$15.00

Event: Freedom 5K / Color Dash

Sponsoring entity: Martin County Beyond The Yellow Ribbon

Address: P.O. Box

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

Event coordinator(s): Tam Plumbhoff

Contact Info: 238-3220 Phone #

mcbyr@gmail.com E-mail

Primary contacts (during event):

Name: Tam Plumbhoff Name Gary Reutzel

Cell#: 848-6089 Cell# 507-236-3714

E-mail: mcbyr@gmail.com E-mail: _____

Event Start: Day/Date July 4, 2017 Time: _____

Event End: Day/Date July 4, 2017 Time: _____

Setup: Day/Date July 4, 2017 Start time: 8:00am End Time: _____

Teardown: Day/Date July 4, 2017 Start time: 11:00am End Time: _____

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

Walk, run, bike around Sisseton Lake

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

Begin and end at Fairmont National Guard Armory.

3. Will outside drinking water or waste collection systems be supplied? ___ Yes; X No
If yes, supply public health plans, including the number of toilet facilities that will be available.
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. X Yes; ___ No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? ___ Yes; X No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): ___ Yes; X No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? X Yes; ___ No
If yes, please describe: Band will be playing 9:00am - 11:00am
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? ___ Yes; X No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service? ___ Yes; X No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

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

Signature Tamara J. Plunkett Title MCBTP Chairperson Date 3-21-17

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>3/22/17</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	___ Yes; <u>X</u> No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

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



4TH OF JULY FREEDOM 5K

Walk, Run, or Bicycle - Fun Event Music too!

Fairmont National Guard Armory
700 Fairlakes Ave., Fairmont MN

THESE COLORS DON'T RUN!

50% OF EVERY TICKET GOES TO MARTIN COUNTY BEYOND THE YELLOW RIBBON.

the **color dash**
the world's brightest 5k

REGISTER: CD5K.COM

REGISTRATION STARTS AT 8AM
COLOR DASH STARTS AT 9:30 AM
Pricing: \$35 team member \$40 individual
\$85 and up for families • all prices more day of
1/2 price for Military families with ID
FREE for active duty Military with ID

FUNDS RAISED BENEFIT MARTIN COUNTY
BEYOND THE YELLOW RIBBON

MEETING DATE: April 10, 2017

SUBJECT: Transient Merchant License – TNT Fireworks

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

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

RECOMMENED ACTION BY:

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

STATEMENT: TNT Fireworks has applied for a transient merchant’s license to sell fireworks at the Wal-Mart parking lot, 1250 Goemann Road. They have had a location at Wal-Mart the past six years. They will be selling fireworks between June 20, 2017 and July 5, 2017. TNT Fireworks has paid the license fee of \$150.00 for a one month license and provided liability insurance documentation. A police investigation has been completed.

MOTION: To approve the transient merchant license for TNT Fireworks from Florence, AL.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Application
2. _____
3. _____

Council Action: _____ Date: _____



PEDDLERS, SOLICITORS AND TRANSIENT MERCHANT APPLICATION

Applicant's Full Legal Name: VIRGINIA LEE DANIEL
First Middle Last

All other names under which applicant conducts business or to which applicant officially answers:

TNT FIREWORKS

Date of Birth: 04/20/1990 Telephone Number(s): 256-764-6131

Permanent Address: 4003 HELTON DRIVE, FLORENCE, AL 35630

Length of time at present address: 5 YEARS U.S. Citizen: Yes: No:

Name and Address of Organization/Company/Business You are Representing:

AMERICAN PROMOTIONAL EVENTS, INC / TNT FIREWORKS

4003 HELTON DRIVE

FLORENCE, AL 35630

Previous Name and Address of Organization/Company/Business (Last 10 years)

List Full Names and Dates of Birth of Principal Officers/Managers and Address if Applicant is not an Individual:

TOMMY GLASGOW- 4511 HELTON DRIVE, FLORENCE, AL 35630

METHOD OF SALE:

- 1. PEDDLER: Resident or non-resident who goes house to house, place to place, street to street, conveying or transporting goods, wares or merchandise for sale. (Milk, bakery, grocery vendors on established routes are exempt.)
- 2. SOLICITOR: Resident or non-resident who goes from house to house, place to place, street to street taking orders for merchandise or services for future delivery. Also includes taking orders from any building, motor vehicle, hotel room, etc. May or may not display samples. Includes soliciting for charitable, religious, patriotic or philanthropic purposes.
- 3. TRANSIENT MERCHANT: Resident or non-resident who engages in temporary selling of merchandise from any structure, motor vehicle, etc.

General Description of Items to be Sold or Service to be Provided: SEE PRODUCT LIST

Location of Sale (if from stationary location): WAL-MART PARKING LOT- 1250 GOEMANN RD, FAIRMONT, MN 56031

Minnesota Tax ID# 8028234 Number of Persons Selling: _____

Names of Individuals other than Applicant who will be Involved in Sales:

WADE DAUL

Vehicles that will be used in sales:

<u>Description</u>	<u>License Plate Number with State</u>
_____	_____
_____	_____
_____	_____

7. Written permission of the property owner or property owner's agent for any property to be used.

Make check or money order payable to the CITY OF FAIRMONT and send to City Clerk's Office, City of Fairmont, 100 Downtown Plaza, Fairmont, MN 56031.

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I have received a copy of Fairmont City Code Chapter 19, and agree to abide by the regulations set forth therein.

Virginia Davis
Signature of Applicant

03/20/2017
Date

Application Complete

License Fee Paid \$ 150.00

4/3/17
Date

Andrew Morse
City Clerk

Investigation has been conducted by the Fairmont Police Department.

Comments: _____

Date

Chief of Police

City Council Approval: _____ (date)

MEETING DATE: April 10, 2017

SUBJECT: Board and Commission Appointments

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: None

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"/>	

RECOMMENED ACTION BY:

<input type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<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 Housing & Redevelopment Authority’s Executive Director Gail Diede has pointed out that there are some discrepancies in the HRA commissioner’s term ending dates. The goal is to have the commissioner’s ending dates staggered so that only one commissioner’s term shall come due each year. The HRA requests that the council approve the following modified term dates:

	Modified Term End Date
Steve Hawkins	02-01-20
Trina Krzywozycki	02-01-19
Ron Kopischke	02-01-18
Lisa Olson	02-01-17
Mike Brau	02-01-21

The Mayor also requests that Lisa Olson be reappointed for another five-year term to the HRA.

MOTION 1: To approve the modified staggered ending dates for the HRA commissioners.

VOTE REQUIRED: Simple majority.

MOTION 2: To reappoint Lisa Olson for another five-year term to the HRA.

VOTE REQUIRED: Simple majority.

ATTACHMENTS:

1. _____

Council Action: _____ Date: _____

MEETING DATE: April 10, 2017

SUBJECT: School Resource Officer Memorandum of Understanding

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 Hunter, Police Cheif

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"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<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 Fairmont City Council and Independent School District #2752 have mutually agreed that a School Resource Officer is an important asset and that they would like to enter into an agreement to secure this position within the school district. The School District has agreed to pay \$50,000 annually towards this position.

MOTION: To approve the School Resource Officer Memorandum of Understanding and direct the Mayor and City Clerk to sign.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

- School Resource Officer Memorandum of Understanding

Council Action: _____ Date: _____

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

This Agreement is made, this 28th day of March, 2017, by and between the INDEPENDENT SCHOOL DISTRICT #2752 (hereinafter "School District"), and the CITY OF FAIRMONT POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WHEREAS, the Police Department agrees to provide the School District a School Resource Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SRO in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the SRO Program.

- A. The cost of the SRO Program shall be paid by parties based upon the following agreement. Fairmont Area School District will pay \$50,000 annually towards the cost of a fulltime SRO and the City of Fairmont Police Department will fund the remainder of the associated yearly costs of the SRO not otherwise specified in this MOU.

2. Employment of School Resource Officers.

- A. The SRO will be a Fairmont Police Department employee and will be subject to the administration, supervision and control of the Police Department.
- B. The SRO will be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The Police Department, in its sole discretion, will have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of the Police Department and the School District will make recommendations for the SRO position to the Chief of Police who will assign such officer. If a principal or superintendent is dissatisfied with the SRO who has been assigned to the

school district, then that superintendent may request that the Chief of Police assign a different officer as the SRO.

3. Duty Hours.

- A. SRO duty hours will be 8 hours shifts on a Monday through Friday basis. Any Police Department approved overtime incurred from school related calls will be paid by the Police Department.

- B. It is understood and agreed that time spent by the SRO attending district court, juvenile court, training, and/or criminal cases arising from and/or out of their employment as an SRO will be considered as hours worked under this Agreement.

- C. The SRO's primary assignment will be to the school district. However the SRO will have discretion to leave the school district to assist other officers for officer safety, to work traffic enforcement applicable to general school traffic safety or in the event of an emergency as needed to protect the community. If ordered by the Police Department, the SRO will leave the school during normal duty hours to perform other services for the Police Department as directed by the Police Department when needed on a reasonable basis.

- D. In the event the SRO is absent from work, the SRO will notify his or her supervisor in the Police Department and the principal of the school to which the SRO is assigned. The Police Department will assign another SRO or similarly qualified officer, if available, to substitute for the SRO who is absent beginning with the sixth consecutive day of absence. In other instances of absence a day shift patrol officer will respond to the school on an as needed basis.

4. Term of Agreement.

The initial term of this Agreement is three years commencing on the 1st day of July, 2017, and ending on the 30th day of June 2020, however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty day notice to the other. Following the initial 3 year term, this agreement will be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This request will be made in writing with a sixty day notice.

5. **Duties of School Resource Officers.**

The responsibilities of the SRO will include but are not limited to:

- A. Protect the students, staff and public at large against criminal activity. Investigate crimes committed on campus. Establish rapport between SRO and student population. Establish rapport between SRO, parents, faculty, staff, and administrators.
- B. To be a visible, active law enforcement figure on campus dealing with public safety, law enforcement matters and school code violations. As to school code violations, the SRO will take the student to the school office for discipline to be meted out by school officials.
- C. The SRO will notify school personnel and/or parents of a student when the SRO takes any direct law enforcement action and/or school code action involving a student, on-campus or off-campus during school hours.
- D. To provide a classroom resource for law enforcement related education using approved materials when requested and feasible.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of child protection and substance abuse issues.
- G. To make appearances before the school board, parent groups, teacher groups and other groups associated with the school as a speaker on a variety of requested law enforcement and public safety topics.
- H. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty or staff at risk of harm. The SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the school office for discipline to be meted out by school officials or make the appropriate and timely referral as reasonable.
- I. In all other cases, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the school office where school discipline can be meted out.
- J. It will be the responsibility of the SRO to report all crimes originating on campus like a patrol officer would while working a patrol shift. Reporting to school officials or exceptions will be done within current statute and policy.

- K. The SRO will share information with the School District about persons and conditions that pertain to School District safety concerns. Including facilitation of the sharing of information required by Minnesota State Statute regarding school notification forms for certain crimes committed and substance abuse violations.
- L. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, and counselors that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- M. The SRO and the School District will evaluate emergency plans and strategies to prevent and/or minimize dangerous situations. The SRO will participate and serve as an advisor in lock down drills and other emergency related School District drills.
- N. The SRO will coordinate his/her activities with the principal and staff members and will seek permission, guidance, and advice prior to enacting any programs within the school.
- O. The SRO may be asked to provide community wide or School District wide crime prevention presentations or assist as a member of a board or program that may include, but are not limited to:
 - Drugs (Prevention and Education) – Adult and/or Juvenile;
 - Alcohol (Prevention and Education) – Adult and/or Juvenile;
 - Safety programs – Adult and/or Juvenile;
 - Social Media Awareness- Adult and/or Juvenile;
 - Assistance in other crime prevention programs as assigned,
- P. The SRO will assist School District staff with truancy visits or School District initiated welfare checks if visiting the residence is deemed unsafe for School District staff to go alone, as determined by School District staff and/or the SRO on an as needed basis.
- Q. The SRO will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the Superintendent shall jointly set expectations and resolve any disputes in this area. The expectation is that the SRO will wear his/her current Police Department uniform and associated equipment as the primary uniform in the capacity of SRO.
- R. The SRO will wear their department authorized duty weapons and duty equipment in accordance with department policy.

6. **Duties of School District:**

The responsibilities of the School District include but are not limited to:

- A. The School District will provide the SRO with a private, appropriately furnished and climate controlled office space at the High School that can be secured and is reasonably acceptable to the Police Department. This shall include but is not limited to a desk with drawers, office chair, file cabinet, table and chairs, telephone and computer with internet access.
- B. When school district personnel discover weapons, drugs, alcohol, or other illegal contraband on school property, the school district will notify the SRO or police department as soon as reasonably possible. The contraband will be taken into custody by the SRO or other on duty police officer and handled according to police department policy for evidence or disposal.
- C. In case of emergency, if the SRO is not immediately available, the School District will call 911 for immediate assistance

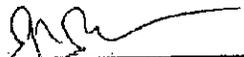
7. **Chain of Command.**

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.

8. **Access to Education Records.**

- A. The School District will allow the SRO or Police Department to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If some information in a student's record is needed to protect the health or safety of the student or other individuals, the School District will disclose to the SRO or Police Department that information which is needed in accordance with the FERPA act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By:  School Board President
3/28/17 5

By: CITY OF FAIRMONT

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

MEETING DATE: April 10, 2017

SUBJECT: Presentation by Roni Dauer regarding the Summer Free Play Ground and Park Program

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 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"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Council	<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: Roni Dauer of the CER Summer Free Play Ground and Park Program will give a presentation on the project. Roni is requesting the City’s financial assistance once again this year. For the program’s first year (2016), participation was very good. A second year should prove to be even better. Staff supports approval.

MOTION: To provide CER FREE Summer Play Ground and Park Program \$5,500.00 to assist in operating the program.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

- 1.
- 2.

Council Action: _____ Date: _____

MEETING DATE: April 10, 2017

SUBJECT: Presentation by Ed Willett, Member of 1590 “Kids Just Want to Have Fun”

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 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"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<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: Ed Willett, Project 1590 Board of Directors and a member of 1590 subgroup “Kids Just Want to Have Fun” will give a presentation on the proposed project. Mr. Willett would like a letter of support from the City Council and funding, if appropriate.

MOTION: To direct staff to prepare a letter of support for the “Kids Just Want to Have Fun” project and funding if appropriate.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. April 6, 2017 letter to the Fairmont City Council from Ed Willett, Project 1590 Board of Directors

Council Action: _____ Date: _____

project 1590

April 6, 2017

Fairmont City Council members

Project 1590 is a group of volunteer community members in the Fairmont area working together to create a unique, healthy, vibrant community. One of the 10 project areas identified by local citizens is “Kids Just Want to Have Fun”

We are in the process of placing a children’s playground in the Fairmont Five Lakes Centre Mall in the hallway by Sears. It would be similar to playground in River Hills Mall in Mankato. Kids could have an inside playground during the winter and/or in inclement weather. The playground would create medical and physical health benefits to our youngest assets. We are asking you to consider a sponsorship of the project. Each sponsor will be identified with naming rights in the play area.

The play equipment will be custom designed and items could include a helicopter, ambulance, blood pressure cuff, or toothbrush to name a few. The cost of the project is estimated to be \$65,000 - \$75,000

A representative from Project 1590 will be contacting you in the near future for your consideration of sponsorship or you can contact Ed Willett at edwillett51@gmail.com.

Thank you for considering this exciting improvement for the children in our area.

Respectfully Submitted

Ed Willett

Project 1590 Board of Directors

MEETING DATE: April 10, 2017

SUBJECT: Excess Inventory

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: Mike Humpal, CEcD, City Administrator

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"/>	

RECOMMENED 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: Attached is a list of excess/obsolete property. The City will sell the excess property on the State of Minnesota’s minnbid.org website or use an on-site auction service.

MOTION: To declare the inventory reported as excess property.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. List of excess property.
2. _____
3. _____

Council Action: _____ Date: _____



Phone (507)238-9461

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

Fax (507)238-9469

MEMO TO: Troy Nemmers
MEMO FROM: Nick Lardy
DATE: 03-30-2017
SUBJECT: Excess/Unused Inventory

.....
Troy,
Following is a list of equipment I would like to have the council declare excess inventory so I may sell it on minbid.org:

PARK DEPT

- Park Unit 50 VIN# 1GBJK34F6RE307482 1994 Chev K-3500 w/ snow plow – Useful life exceeded
- Park Unit 54 VIN# 1J4FY29S6PP263477 1993 Jeep Wrangler w/ snow plow – Useful life exceeded

LINE DEPT

- PUC Unit 33 VIN# 2FTZA54453BB35007 2003 Ford Winstar Van – Useful life exceeded
- PUC Unit 27 VIN# 2FTZ54634BB07998 2004 Ford Freestar Van – Useful life exceeded

WASTEWATER DEPT

- Generator unit – Engine good, generator defective. Too expensive to repair generator
- Sewer Rodder machine – not used. OTD (Older Than Dirt)
- John Deere riding lawn mower with cab and snowblower – Useful life exceeded
- Pick-up Utility Box off PUC 42– Truck is being repurposed and box is old and not needed

MECHANIC'S SHOP

- Craftsman Drill Press – Wore out – Not industrial quality

Please contact me if you have any questions.

Nick Lardy

MEETING DATE: April 10, 2017

SUBJECT: MNDOT Cooperative Construction Agreement for TH 15

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 type="checkbox"/>	Motion (Voice Vote)	<input checked="" 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"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<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: As part of the TH 15 construction project the City needs to enter into a Cooperative Construction Agreement with MNDOT. This agreement defines the responsibilities of each party for the construction of this project, as well as the long term maintenance of the TH 15 corridor after construction. The City cost share for this project is currently estimated at \$675,000. These costs include traffic signal replacement and upgrades, additional sidewalk installation, and minor City utility adjustments. Staff has reviewed and is recommending approval.

MOTION: To approve Resolution 2017-11 and authorize the Mayor and City Clerk to sign this agreement.

VOTE REQUIRED: Simple majority – Roll call

ATTACHMENTS:

1. Resolution 2017-11
2. TH 15 Cooperative Construction agreement

Council Action: _____ Date: _____

RESOLUTION 2017-11

STATE OF MINNESOTA)
COUNTY OF MARTIN)SS:
CITY OF FAIRMONT)

IT IS RESOLVED that the City of Fairmont enter into MnDOT Agreement No. 1027064 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the sidewalk and traffic control signal systems construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 15 from Johnson Street to Goemann Road within the corporate City limits under State Project No. 4603-45 and State Aid Project No. 123-010-004.

IT IS FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Agreement and any amendments to the Agreement.

Motion by:
Second by:
All in favor:
All opposed:
Abstained:
Absent:

Adopted this 10th day of April, 2017

Deborah J. Foster
Mayor

ATTEST:

Patricia J. Monsen
City Clerk

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF FAIRMONT
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>4603-45</u>	Total City Obligation
Trunk Highway Number (T.H.):	<u>45=015</u>	<u>\$674,844.48</u>
State Aid Project (S.A.P.):	<u>123-010-004</u>	
Signal System ID:	<u>20333 "A"</u>	
Signal System ID:	<u>20334 "B"</u>	
Signal System ID:	<u>20335 "C"</u>	
Signal System ID:	<u>20337 "D"</u>	
Signal System ID:	<u>20338 "E"</u>	
Signal System ID:	<u>20339 "F"</u>	
Signal System ID:	<u>38577 "G"</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Fairmont acting through its City Council ("City").

Recitals

1. The State will perform bituminous mill and overlay, ADA improvements and signal systems construction and other associated construction upon, along and adjacent to Trunk Highway No. 15 from Johnson Street to Goemann Road according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 4603-45 (T.H. 15=015) ("Project"); and
2. The State will remove the existing traffic control signal systems and install new traffic control signal systems with signal pole mounted luminaires on Trunk Highway No. 15 at Adams Street, Tilden Street, Blue Earth Avenue & County State Aid Highway (C.S.A.H.) No. 26 and Fourth Street, will revise existing signal systems on Trunk Highway No. 15 at Winnebago Avenue, Torgerson Drive and Goemann Road; and install Interconnect on Trunk Highway No. 15 from Adams Street to Winnebago Avenue in the City of Fairmont, Martin County, Minnesota; and
3. The City has requested the State include in its Project sidewalk and traffic control signal construction; and
4. The City wishes to participate in the costs of the sidewalk, Signal Systems, APS, EVP and Interconnect construction, State Furnished Materials lump sum amounts and associated construction engineering; and
5. The City and the State will participate in the operation and maintenance of the new Signal Systems, APS, EVP Systems and Interconnect.
6. A separate agreement No. 1027063 between the State and Martin County will address Signal System "C" construction; and
7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

I. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective Date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

- 1.2. *Expiration Date.* This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal Systems and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.
- 1.4. *Plans, Specifications, Special Provisions.* Plans, specifications, and special provisions designated by the State as State Project No. 4603-45 (T.H. 15=015) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. *Exhibits.* Preliminary Schedule "I" is on file in the office of the City Administrator and incorporated into this Agreement by reference.
2. **Construction by the State**
- 2.1. *Contract Award.* The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. *Direction, Supervision and Inspection of Construction.*
- A. *Supervision and Inspection by the State.* The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. *Inspection by the City.* The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. *Plan Changes, Additional Construction, Etc.*
- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, work orders, change orders, and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, work orders, change orders, and supplemental agreements to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. *Satisfactory Completion of Contract.* The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. *Permits.* The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the trunk highway right-of-way.

Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).

- 2.6. **Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.2. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction within the City limits. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates, catch basins and curb and gutter and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs. The State will be responsible for sweeping T.H. 15 within the City limits in accordance with State or District maintenance manual and practices, any addition to those schedules and practices will be the City's cost and responsibility.
- 3.3. **Additional Drainage.** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics at Mankato and is incorporated into this Agreement by reference.

4. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on T.H. 15 at Adams Street, Tilden Street, Blue Earth Avenue and C.S.A.H 26, 4th Street, Winnebago Avenue, Torgerson Drive and Goemann Road and for the Interconnect on T.H. 15 from Adams Street to Winnebago Avenue.

4.1. City Responsibilities.

- A. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems and Interconnect.
- B. **Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
- i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System(s) controller cabinet and service cabinet exteriors.

- iv. Clean the Signal Systems and luminaire mast arm extensions. The City shall be responsible for the painting of all traffic signal components which were originally painted by the component's manufacturer. Painting will be in accordance with MnDOT Standard Specification 2565.3X, unless approved by the State's District Traffic Engineer.
- v. Paint and maintain the pedestrian crosswalk markings.
- vi. The City will purchase approved replacement batteries for the battery back-up system and be responsible for disposal costs.

4.2. State Responsibilities.

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. Battery Backup Replacement Batteries.** The State will install the replacement batteries purchased by the City for the battery back-up system and invoice the City for the disposal costs. The State will maintain the remainder of the battery back-up system at its cost and expense.
- C. EVP Systems Operation.** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP Systems must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP Systems must be reported to the State immediately.
 - iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP Systems will be determined by the State.

4.3. Right of Way Access. Each party authorizes the other party to enter upon their respective public right of way to perform the maintenance activities described in this Agreement.

4.4. Related Agreements. This agreement will supersede and terminate the intersection lighting and traffic signal operation and maintenance terms of previous agreements related to the traffic signal systems "A" through "G" between the parties. For the intersection of:

System "A": T.H. 15 at Adams Street (Agreement No. 60110 (October 13, 1980), 63855 (February 19, 1987), and 80296 (June 12, 2000))

System "B": T.H. 15 at Tilden Street (Agreement No. 59257 (November 20, 1978), 63855 (February 19, 1987), and 80296 (June 12, 2000))

System "C": T.H. 15 at Blue Earth Avenue & C.S.A.H. 26 (Agreement No. 59257 (November 20, 1978), 63855 (February 19, 1987) and 80296 (June 12, 2000))

System "D": T.H. 15 at Fourth Street (Agreement No. 63855 (February 19, 1987) and 80296 (June 12,

2000))

System "E": T.H. 15 at Winnebago Avenue (Agreement No. 63855 (February 19, 1987) and 80296 (June 12, 2000))

System "F": T.H. 15 at Torgerson Drive (Agreement No. 60540 (July 27, 1981), 73650 (August 1, 1995) and 80296 (June 12, 2000))

System "G": T.H. 15 at Goemann Road (Agreement No. 89967 (August 25, 2006))

5. Basis of City Cost

- 5.1. *Schedule "I"*. The Preliminary Schedule "I" includes all anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. *City Participation Construction*. The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, combination of field laboratory and office, and traffic control.
 - A. 100 Percent will be the City's rate of cost participation in all of the sidewalk and traffic control signal construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 through No. 4 of the Preliminary Schedule "I".
- 5.3. *State Furnished Materials*. The State will furnish "R" cabinet and master controller ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is \$34,083.75 City funds and \$28,498.25 City State Aid. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".
- 5.4. *Construction Engineering Costs*. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 5.5. *Plan Changes, Additional Construction, Etc.* The City will share in the costs of construction contract addenda, work order, change orders, and supplemental agreements that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, work orders, change orders, and supplemental agreements, and associated construction engineering before the completion of the contract construction.
- 5.6. *Liquidated Damages*. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. City Cost and Payment by the City

- 6.1. *City Cost*. \$674,844.48 is the total City's estimated share of the costs of the contract construction, State Furnished Materials and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.
- 6.2. *Conditions of Payment*. The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

6.3. *Acceptance of the City's Cost and Completed Construction.* The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

6.4. *Final Payment by the City.* Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

7.2. The City's Authorized Representative will be:

Name/Title: Mike Humpal, City Administrator (or successor)
 Address: 100 Downtown Plaza, Fairmont, MN 56031
 Telephone: (507) 238-3936
 E-Mail: mhumpal@fairmont.org

8. Assignment; Amendments; Waiver; Contract Complete

8.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

8.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

8.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

8.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims

- 9.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 9.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

- 14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.
- 14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.
- 14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

15. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF FAIRMONT

DEPARTMENT OF TRANSPORTATION

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

40.

MK.S

PRELIMINARY SCHEDULE "I"

Agreement No. 1027064

City of Fairmont

S.P. 4603-45 (T.H. 15=015)

Preliminary: March 22, 2017

S.A.P. 123-010-004

State Funds

Bituminous mill and overlay, ADA improvements and signal systems construction to start approximately _____ under

State Contract No. _____ with _____

located on Trunk Highway No. 15

CITY COST PARTICIPATION

	CITY MSA FUNDS (S.A.P. 123-010-004)	CITY FUNDS (S.P. 4603-45)
From Sheet No. 2 Through 3		398,529.75
From Sheet No. 4	226,326.25	
Subtotal	\$226,326.25	\$398,529.75
Construction Engineering (8%)	18,106.10	31,882.38
Subtotal City Cost	\$244,432.35	\$430,412.13
(1) Total City Cost		\$674,844.48

(1) Amount of advance payment as described in Article 6.1 of the agreement (estimated amount)

(1) 100% CITY
(P)= PLAN QUANTITY

1027064

ITEM NUMBER	S.P. 4603-45 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.08	94,000.00	7,520.00
2031.602	COMBINATION FIELD LABORATORY-OFFICE	EACH	0.08	5,000.00	400.00
2104.501	REMOVE CURB & GUTTER	LIN FT	70.00	4.00	280.00
2104.503	REMOVE CONCRETE WALK	SQ FT	181.00	2.00	362.00
2104.503	REMOVE PAVEMENT	SQ FT	80.00	7.00	560.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	30.00	7.00	210.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	40.00	2.00	80.00
2106.501	EXCAVATION - COMMON (P)	CU YD	6.00	6.00	36.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	6.00	29.00	174.00
2301.602	DRILL AND GROUT REINFORCEMENT BAR (EXPOXY COATED)	EACH	40.00	10.00	400.00
2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	TON	4.00	68.00	272.00
2504.602	ADJUST VALVE BOX - WATER	EACH	6.00	300.00	1,800.00
2506.602	REPAIR DRAINAGE STRUCTURE	EACH	22.00	2,000.00	44,000.00
2521.501	4" CONCRETE WALK	SQ FT	590.00	5.00	2,950.00
2521.618	CONCRETE WALK	SQ FT	402.00	10.00	4,020.00
2531.603	CONCRETE CURB & GUTTER	LIN FT	70.00	32.00	2,240.00
2531.618	TRUNCATED DOMES	SQ FT	36.00	48.00	1,728.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.08	60,000.00	4,800.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM A	SIGS	0.50	195,000.00	97,500.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM B	SIGS	0.50	185,000.00	92,500.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM D	SIGS	0.25	170,000.00	42,500.00
2565.513	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	0.50	5,000.00	2,500.00
2565.513	EMERGENCY VEHICLE PREEMPTION SYSTEM B	LUMP SUM	0.50	5,000.00	2,500.00
2565.513	EMERGENCY VEHICLE PREEMPTION SYSTEM D	LUMP SUM	0.25	5,000.00	1,250.00
2565.513	EMERGENCY VEHICLE PREEMPTION SYSTEM F	LUMP SUM	0.50	5,000.00	2,500.00
2565.513	EMERGENCY VEHICLE PREEMPTION SYSTEM G	LUMP SUM	0.33	5,000.00	1,650.00
2565.616	REVISE SIGNAL SYSTEM F	SYS	0.50	85,000.00	42,500.00
2565.616	REVISE SIGNAL SYSTEM G	SYS	0.33	20,000.00	6,600.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	237.00	2.00	474.00
2575.604	SITE RESTORATION	SQ YD	14.00	10.00	140.00
				SUBTOTAL	\$364,446.00

(2) 100% CITY STATE AID

(P) = PLAN QUANTITY

1027064

ITEM NUMBER	S.A.P. 123-010-004 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.04	94,000.00	3,760.00
2031.602	COMBINATION FIELD LABORATORY-OFFICE	EACH	0.04	5,000.00	200.00
2104.503	REMOVE CONCRETE WALK	SQ FT	208.00	2.00	416.00
2106.501	EXCAVATION - COMMON (P)	CU YD	31.00	6.00	186.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	31.00	29.00	899.00
2521.501	4" CONCRETE WALK	SQ FT	3,391.00	5.00	16,955.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.04	60,000.00	2,400.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM C	SIGS	0.25	210,000.00	52,500.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM D	SIGS	0.25	170,000.00	42,500.00
2565.513	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	0.25	5,000.00	1,250.00
2565.513	EMERGENCY VEHICLE PREEMPTION SYSTEM D	LUMP SUM	0.25	5,000.00	1,250.00
2565.513	EMERGENCY VEHICLE PREEMPTION SYSTEM E	LUMP SUM	0.50	5,000.00	2,500.00
2565.616	REVISE SIGNAL SYSTEM E	SYS	0.50	130,000.00	65,000.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	31.00	2.00	62.00
2575.604	SITE RESTORATION	SQ YD	795.00	10.00	7,950.00
				SUBTOTAL	\$197,828.00
	SIGNAL SYSTEM "C" STATE FURNISHED MATERIALS "R" CABINET	LUMP SUM	0.25	27,267.00	6,816.75
	SIGNAL SYSTEM "C" STATE FURNISHED MATERIALS MASTER CONTROLLER	LUMP SUM	0.25	4,925.00	1,231.25
	SIGNAL SYSTEM "D" STATE FURNISHED MATERIALS "R" CABINET	LUMP SUM	0.25	27,267.00	\$6,816.75
	SIGNAL SYSTEM "E" STATE FURNISHED MATERIALS "R" CABINET	LUMP SUM	0.50	27,267.00	\$13,633.50
				SUBTOTAL	\$28,498.25
			(2) 100% CITY STATE AID	\$226,326.25	

MEETING DATE: April 10, 2017

SUBJECT: MNDOT Detour Agreement for TH 15

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 type="checkbox"/>	Motion (Voice Vote)	<input checked="" 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"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<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: A section of storm sewer across TH 15 needs to be replaced and will require shutdown of the highway. A detour of TH 15 traffic will be required for a short timeframe during this construction. The detour route will run traffic west on Blue Earth, north of Prairie and east on 10th Street back to TH 15. MNDOT provides a small payment for the City to maintain the route during the detour. Staff has reviewed and is recommending approval.

MOTION: To approve Resolution 2017-12 and authorize the Mayor and City Clerk to sign this agreement.

VOTE REQUIRED: Simple majority – Roll call

ATTACHMENTS:

1. Resolution 2017-12
2. TH 15 Detour agreement

Council Action: _____ Date: _____

RESOLUTION 2017-12

STATE OF MINNESOTA)
COUNTY OF MARTIN)SS:
CITY OF FAIRMONT)

IT IS RESOLVED that the City of Fairmont enter into MnDOT Agreement No. 1027215 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the use and maintenance of East Blue Earth Avenue, North Prairie Avenue and 10th Street as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 15 from Johnson Street to Goemann Road under State Project No. 4603-45 (T.H. 15=015).

IT IS FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Agreement and any amendments to the Agreement.

Motion by:
Second by:
All in favor:
All opposed:
Abstained:
Absent:

Adopted this 10th day of April, 2017

Deborah J. Foster
Mayor

ATTEST:

Patricia J. Monsen
City Clerk

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF FAIRMONT
DETOUR AGREEMENT**

For Trunk Highway No. 15 Detour

State Project Number (S.P.):	4603-45	Original Amount Encumbered
Trunk Highway Number (T.H.):	15=015	<u>\$1,962.22</u>
State Aid Project Number (S.A.P.):	123-010-004	
State Aid Project Number (S.A.P.):	046-626-024	
Federal Project Number:	NHPP 0015(306)	

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Fairmont acting through its City Council ("City").

Recitals

1. The State is about to perform bituminous mill and overlay, ADA improvements and signal system improvements construction upon, along and adjacent to Trunk Highway No.15 from Johnson Street to Goemann Road under State Project No. 4603-45 (T.H. 15=015); and
2. The State requires a detour to carry Trunk Highway No.15 traffic on East Blue Earth Avenue, North Prairie Avenue, and 10th Street during the construction; and
3. The City is willing to maintain the Trunk Highway No.15 detour; and
4. The State is willing to reimburse the City for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City, and pays for the detour compensation.

2. Agreement Between the Parties

2.1 Detour.

- A. **Location.** The State will establish the T.H. 15 detour route on the following City streets as detailed in the project plans or Special Provisions:
 East Blue Earth Avenue for a distance of 0.52 miles, then
 North Prairie Avenue for a distance of 0.66 miles, then
 10th Street for a total distance of 0.52 miles; for a total distance of 1.7 miles.

- B. ***Axle Loads and Over-Dimension Loads.*** The City will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- C. ***Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- D. ***Duration.*** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 *Maintenance.*

- A. The City will maintain the portion of the detour that is on City streets, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at 2151 Bassett Drive, Mankato, MN 56001.
- B. ***City's Failure to Adequately Maintain.*** If the City fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State shall be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 15 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the City under this agreement. This paragraph shall not be construed to relinquish any rights of action that may accrue on behalf of the State against the City for any breach of agreement.

2.3 *Basis of State Cost.*

- A. ***Road Life Consumed.*** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
 - ii. The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. ***Maintenance Costs.*** The State's detour maintenance cost will be equal to the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

3. **Payment.** The State's payment consists of the sum of the road life consumed and maintenance amounts.

3.1 ***For Road Life Consumed.*** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

[The remainder of this page is intentionally left blank.]

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	12,500	1.7	9	\$981.11
		Road Life Consumed Amount		<u>\$981.11</u>

3.2 For Maintenance. \$981.11 is the State's estimated cost for detour maintenance based on the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the City under this Agreement.

3.3 Total Payment and Maximum Obligation.

- A. \$1,962.22 is the State's estimated payment for road life consumed (\$981.11) and maintenance (\$981.11).
- B. \$10,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4 Conditions of Payment. The State will pay the City the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the City's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the City for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the City streets used as a T.H. 15 detour to as good condition as they were before designation as temporary Trunk Highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1 The State's Authorized Representative will be:

Name/Title: Susan Museus/Contract Administrator
 Address: 2151 Bassett Drive, Mankato, MN 56001
 Telephone: 507-304-6202
 E-Mail: susan.museus@state.mn.us

[The remainder of this page is intentionally left blank.]

5.2 The City's Authorized Representative will be:

Name/Title: Troy Nemmers/Fairmont City Engineer
 Address: 100 Downtown Plaza, Fairmont MN 56031
 Telephone: 507-238-3942
 E-Mail: tnemmers@fairmont.org

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1 *Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2 *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3 *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4 *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1 *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2 *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services

satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3 *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page is intentionally left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000337269

CITY OF FAIRMONT

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PARK BOARD MEETING

DRAFT

Meeting Minutes
Tuesday, March 21, 2017
5:00 p.m.

Board Members Present:

Vicky Schulte
 Jodie Whitmore
 Craig Nelson
 Mary Don Kislingbury
 Greg Gellert
 Jane Kollofski

Council Member Present:

Jim Zarling

Staff Present:

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

Others Present:

Roni Dauer
 Rod Halverson (KSUM)
 Judy Bryan (Sentinel)
 Phil Hanson & Joe Burns

Chair Kislingbury called the meeting to order at 5:00 p.m.

A motion was made by Greg Gellert to approve the minutes of February 21, 2017 as presented. The motion was seconded by Craig Nelson and carried.

Monthly update: Nick Lardy and Troy Nemmers provided the monthly update. Staff is planning to submit a grant application to the DNR to construct a trail loop within Cedar Park at the end of the month.

CER update: Roni Dauer provided update on CER activities. Summer programs brochure will be in the mail next week. Family Fun Fair scheduled for March 31, 2017.

Old Business: None

New Business:

- a) Discussed additional seating at Pierce Park along the shoreline. Staff has installed one donated bench and is reserving that park for memorials and would expect more opportunities for seating in the future.
- b) Councilor Zarling discussed usage of ½% sales tax that Fairmont voters approved last November. Councilor Zarling asked the Park Board to consider providing input regarding an upcoming work session that will discuss the allocation of the funds generated from the sales tax. The Park Board members discussed their opinions about how the funds would be used and if they should request a certain percentage of the funds be dedicated to parks and trails. Discussion continued regarding the current community center planning process and whether all of the sales tax funds should be dedicated to a community center. Nelson made the motion to put the topic on the agenda for the April 21, 2017 meeting. The motion was seconded by Gellert and carried.
- c) Joe Burns addressed the Board reminding them to consider all the trails when discussing funding, not just Cedar Park.
- d) Gellert discussed looking at the park adjacent to the Whitetail Ridge development to add swings. Staff commented that there weren't any plans for this park as a large playground and swing set were just installed at the soccer field complex.

Other discussion: None

A motion was made by Craig Nelson to adjourn the meeting at 5:54 p.m. The motion was seconded by Greg Gellert and carried.

Respectfully submitted,

Troy Nemmers, PE
Public Works Director/City Engineer