

FAIRMONT CITY COUNCIL AGENDA

1. CALL TO ORDER -

- Regular meeting of the Fairmont City Council held on

MONDAY, MAY 14, 2018

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. READING OF MINUTES –

6.1 Minutes of Regular Meeting, April 23, 2018

(01-02)

7. OPEN DISCUSSION

8. RECOGNITIONS/PRESENTATIONS -

8.1 Proclaim May as Building Safety Month

(03)

8.1a Proclamation

(04)

9. SCHEDULED HEARINGS –

- 9.1 Public Hearing – Ordinance 2018-15 Vacating Street & Utility Easement in Whitetail Ridge Plat (05)
 - 9.1a Hearing Notice (06)
 - 9.1b Ordinance 2018-15 (07-08)
 - 9.1c Map (09)

10. ADMINISTRATIVE APPEALS –

11. FINANCIAL REPORTS –

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

- 12.1 2017 Aquatic Park Year End Report (10)
 - 12.1a 2017 Aquatic Park Year End Report (11-12)

13. LICENSES AND PERMITS –

- 13.1 2018/2019 Beverage License Renewals (13)
 - 13.1a List of 2018/2019 Beverage License Renewals (14-15)
- 13.2 Event Permit – Veterans Park Multi-Block Party (16)
 - 13.2a Event Permit application and map (17-19)
- 13.3 Parade Permit for American Legion Post #36 – Memorial Day Parade (20)
 - 13.3a Application (21-22)
- 13.4 Event Permit – Wedding Reception at Sylvania Park (23)
 - 13.4a Application (24-25)

13.5	Event Permit – Street Closing – Martin County Preservation Association/Red Rock	(26)
	13.5a Application	(27-28)
13.6	Event Permit – Rock N Que for the Kids	(29)
	13.6a Application	(30-31)

14. OLD BUSINESS –

15. NEW BUSINESS –

15.1	Call for a Public Hearing on Proposed Amendments to Chapter 23, Article I. In General, Sec. 23-1. Vacating Public Grounds and Streets of the Fairmont City Code.	(32)
	15.1a Hearing Notice	(33)
	15.1b Proposed Ordinance 2018-13	(34-35)
15.2	Fiscal Sponsor Agreement	(36)
	15.2a Letter from Stephanie Busiahn, Executive Director for Visit Fairmont	(37)
	15.2b Fiscal Sponsor Agreement	(38-39)
15.3	Verizon Small Wireless Facility Collocation Agreement	(40)
	15.3a Verizon Small Wireless Facility Collocation Agreement	(41-58)
	15.3b Elevation of one type of installation	(59)
15.4	Fifth Amendment to AT&T Location Lease	(60)
	15.4a Fifth Amendment to AT&T Location Lease	(61-67)
15.5	Task order #7 with KLJ for professional services at the airport	(68)
	15.5a Task Order #7 with KLJ	(69-82)

16. REGULAR AND LIQUOR DISPENSARY BILLS –

17. STATUS REPORTS/COUNCIL/STAFF INFORMATION

18. ADJOURNMENT –

ADDITIONAL ATTACHMENTS –

(83-85)

Fairmont Economic Development Authority meeting minutes, March 12, 2018
Park Board meeting minutes, April 17, 2018

The minutes of the Fairmont City Council meeting held on Monday, April 23, 2018 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, City Clerk Patricia J. Monsen and Patrol Officer Colin Hagert.

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

It was moved by Council Member Zarling, seconded by Council Member Hawkins and carried to approve the minutes of the regular City Council meeting of April 9, 2018.

Mayor Foster proclaimed April 27, 2018 as Arbor Day and the month of May as Arbor Month in the City of Fairmont. An Arbor Day Celebration is scheduled for April 27th at 1:30 p.m. at Charlotte Park.

Roni Dauer of Community Education and Recreation gave an update on CER and talked about the Summer Free Play Ground and Park Program project. Dauer thanked the City for its support.

Council Member Hasek made a motion to approve an event permit for a street closure to hold a street dance for The Blazer Bar & Grill as part of the Interlaken Heritage Days Celebration on June 9, 2018. Council Member Peters seconded the motion and the motion carried.

Council Member Hawkins made a motion to approve an event permit for the Fairmont Triathlon & Duathlon to be held on June 16, 2018. Council Member Hasek seconded the motion and the motion carried. Paul Carlson and Phil Hanson were present to talk about the event.

Council Member Peters made a motion to allow The Blazer Bar & Grill to serve alcoholic beverages in a beer garden in the public right-of-way in front of their building on June 9, 2018 for the Interlaken Heritage Days Festival. Council Member Cyphers seconded the motion and the motion carried.

Council Member Hawkins made a motion to approve **Resolution 2018-14**, calling for a Public Hearing on May 14, 2018 at 5:30 p.m. in the City Hall Council Chambers to consider **Resolution 2018-15**, a resolution to vacate a street and utility easement in the Whitetail Ridge Addition. Council Member Cyphers seconded the motion. On roll call: Council Members Zarling, Cyphers, Hasek, Hawkins and Peters all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Hasek made a motion to declare a list of inventory as excess property to be sold. Council Member Peters seconded the motion and the motion carried.

Council Member Peters made a motion to approve the payment of the April 2018 bills in the amount of \$636,768.72. Council Member Hawkins seconded the motion and the motion carried.

Humpal reminded citizens that the Local Board of Appeal and Equalization Hearing is scheduled for April 25, 2018 at 9:00 a.m. in the City Hall Council Chambers.

Council Member Cyphers gave an update on her attendance at Region 9 and her appointment to the Legislative and Communications Committee.

Council Member Hawkins asked Bloomquist for an update on the Charter Commission. Bloomquist stated that the first meeting of the Charter Commission is scheduled for May 7th at 5:30 p.m. in the City Hall Council Chambers.

A motion was made by Council Member Hawkins, seconded by Council Member Cyphers and carried to adjourn the meeting at 6:02 p.m.


Deborah J. Foster
Mayor

ATTEST:

Patricia J. Monsen, City Clerk

MEETING DATE: May 14, 2018

SUBJECT: Proclaim May as Building Safety Month

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

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

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

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

RECOMMENED ACTION BY:

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

STATEMENT: Mayor Deborah J. Foster will proclaim May as Building Safety Month in the City of Fairmont

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

1. Proclamation
- 2.
- 3.

Council Action: _____ Date: _____

Proclamation

Building Safety Month – May 2018

Whereas, our City's, continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, this year's theme; "Building Safety: Maximizing Resilience, Minimizing Risks", sponsored by the International Code Council, encourages Americans to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, **Deborah J. Foster**, Mayor, of the City, of **Fairmont Minnesota**, do hereby proclaim the month of May 2018 as Building Safety Month. Accordingly, I encourage our citizens to become more aware of fire prevention; disaster mitigation, backyard safety; energy efficiency and new technologies in the construction industry during this Building Safety Month.



Deborah J. Foster
Deborah J. Foster, Mayor

MEETING DATE: May 14, 2018

SUBJECT: Public Hearing – Resolution 2018-15 Vacating Street and Utility Easement in the Whitetail Ridge Plat

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

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

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input 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 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
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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: Proposed Resolution 2018-15 vacates a street and utility easement in the Whitetail Ridge Plat.

MOTION #1: To close Public Hearing

VOTE REQUIRED MOTION #1: Simple majority

MOTION #2: To approve Resolution No. 2018-15

VOTE REQUIRED MOTION #2: Roll Call – Simple majority

ATTACHMENTS:

1. Hearing Notice
2. Resolution 2018-15
3. Map

Council Action: _____ Date: _____

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

**NOTICE OF PUBLIC HEARING ON VACATION OF A STREET AND UTILITY
EASEMENT IN THE WHITETAIL RIDGE PLAT PURSUANT TO
MINNESOTA STATUTE § 412.851**

NOTICE IS HEREBY GIVEN that a hearing will be held before the City Council on the 14th day of May, 2018, in the Fairmont City Hall Council Chambers located at 100 Downtown Plaza, Fairmont, Minnesota at 5:30 p.m. to consider a proposed vacation of an utility easement located on the Whitetail Ridge Plat in the City of Fairmont, Martin County, Minnesota, described as:

All that part of the 66 foot wide street and utility easement as recorded and described in the office of the County Recorder in Book 28, Page 154, which lies within Whitetail Ridge according to the plat thereof on file and of record in the Office of the County Recorder, in the City of Fairmont, Martin County, Minnesota.

Dated this 23rd day of April 2018.

/s/ Patricia J. Monsen
City Clerk

RESOLUTION 2018-15

**A RESOLUTION VACATING A STREET AND UTILITY EASEMENT
IN THE WHITETAIL RIDGE PLAT OF THE CITY OF FAIRMONT,
MARTIN COUNTY, MINNESOTA**

WHEREAS, the City Council passed Resolution 2018-14 on April 23, 2018 noting its interest in vacating pursuant to Minnesota Statute § 412.851 a street and utility easement in the Whitetail Ridge Plat of the City of Fairmont, Martin County, Minnesota, legally described as:

All that part of the 66 foot wide street and utility easement as recorded and described in the office of the County Recorder in Book 28, Page 154, which lies within Whitetail Ridge according to the plat thereof on file and of record in the Office of the County Recorder, in the City of Fairmont, Martin County, Minnesota.

And setting a public hearing to consider the vacation of such street; and,

WHEREAS, a public hearing to consider the vacation of such street and utility easement was held on May 14, 2018, before the City Council in the City Hall Council Chambers located at 100 Downtown Plaza, Fairmont, Minnesota at 5:30 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the April 24, 2018 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and,

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because the street and utility easement is no longer needed and by vacating this easement, it provides additional buildable area to the lots in the plat.

WHEREAS, four-fifths of all members of the City Council concur in this resolution.

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

That such petition for vacation is hereby granted and the street and utility easement described as follows is hereby vacated:

All that part of the 66 foot wide street and utility easement as recorded and described in the office of the County Recorder in Book 28, Page 154, which lies within Whitetail Ridge according to the plat thereof on file and of record in the Office of the County Recorder, in the City of Fairmont, Martin County, Minnesota.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Motion by:
Seconded by:
All in Favor:
Opposed:
Abstained:
Absent:

PASSED, APPROVED AND ADOPTED this 14th day of May, 2018.

Deborah J. Foster, Mayor

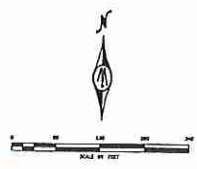
ATTEST:

Patricia J. Monsen, City Clerk

OFFICIAL PLAT COPY

PLAT OF
WHITETAIL RIDGE
IN THE
CITY OF FAIRMONT, MARTIN COUNTY, MINNESOTA

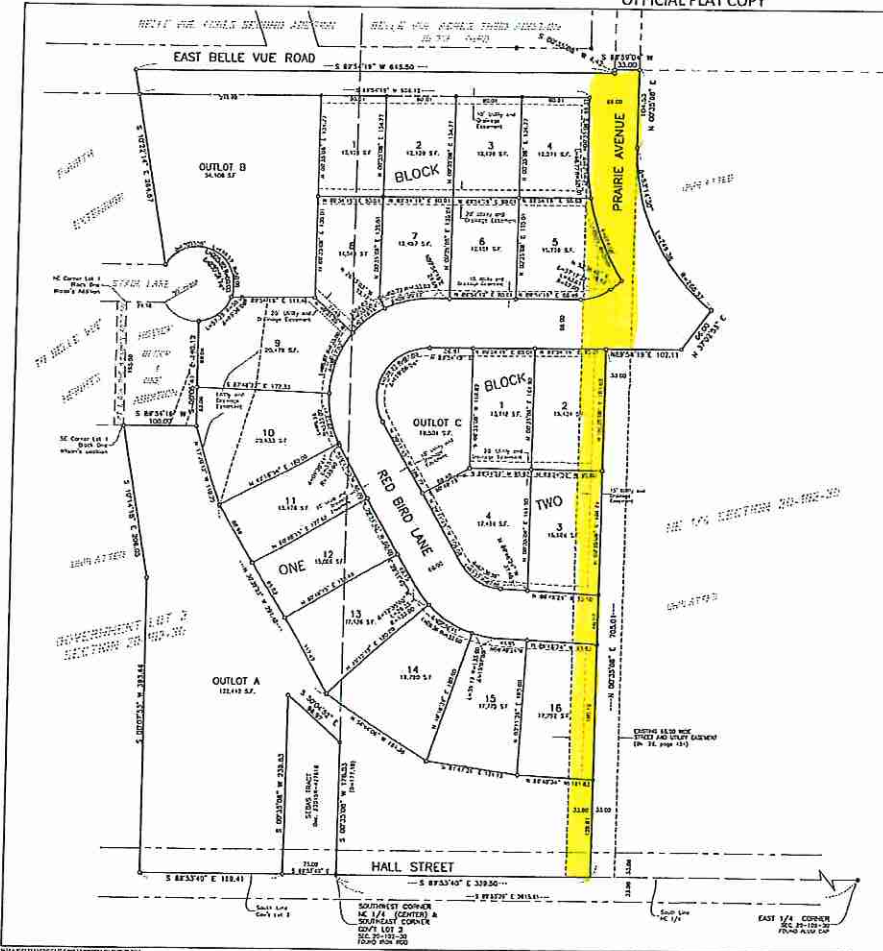
VICINITY MAP



LEGEND

- 5/8\"
- 1/4\"

TOTAL SUBDIVISION AREA
14.91 ACRES




SHEET 1 OF 2

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 12.1

MEETING DATE: May 14, 2018

SUBJECT: 2017 Aquatic Park Year End Report

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

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

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

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

RECOMMENED ACTION BY:

<input 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 type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input checked="" type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: Per Council request, the 2017 Aquatic Park Year End Report will be presented.

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

- 2017 Aquatic Park Year End Report
-

Council Action: _____ Date: _____



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

Phone (507) 238-9461

Fax (507) 238-9469

2017 Aquatic Park Recap

2017 General Aquatic Park Information

Open Swim Hours:

June 3 – July 11

Weekdays: Noon – 6:00 pm

Weekends: Noon – 7:00 pm

July 12 – August 26

Weekdays: Noon – 8:00 pm

Weekends: Noon – 8:00 pm

Admission: \$5.00 per person 2 years and older

Daily Patron Count:

2017 – 21,469* 2016- 25,585* 2015 – 25,336* 2014 – 22,771* 2013- 22,399*

2012 - 24,508* 2011 – 20,797*

*estimate from daily reporting & excludes fitness swimmers/private party participants

Season Passes

2017- 17 student/single passes

220 family passes

2015- 25 student/single adult passes

228 family passes

2013- 31 student/single adult passes

156 family passes

2011- 17 student/single adult passes

142 family passes

2016- 11 student/single passes

234 family passes

2014- 26 student/single adult passes

204 family passes

2012- 22 student/single adult passes

165 family passes

Revenue/Expenses

	Revenue	Expenses	Capital Expenses
2017	\$169,415	\$430,324	\$26,623
2016	\$173,634	\$411,142	\$32,925
2015	\$174,095	\$433,639	\$46,299
2014	\$155,901	\$373,526	\$32,574
2013	\$154,961	\$377,381	\$40,152
2012	\$146,525	\$338,167	\$ 7,240
2011	\$130,199	\$335,303	\$ 7,240



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

Phone (507) 238-9461

Fax (507) 238-9469

Visiting Groups

We continued to host numerous groups from the area, many of which visit annually. Groups attended from southern Minnesota and northern Iowa.

Birthday Parties

The Aquatic Park planned and hosted birthday parties for 8 individuals over the course of the summer. We have received positive comments regarding the overall presentation of the party. We suspect to host more birthday events in 2018.

Swimming Lessons

Participant participation levels are listed below.

2017 – 466* 2016 – 521 2015 – 455* 2014 – 519 2013 – 475*
2012 – 450* 2011 – 493*

*Excludes private lessons held & lifeguard training enrollments

Other Classes

In addition to offering sessions of swimming lessons, the Aquatic Park offered swim team (in partnership with the Girl Scouts of America), tiny tot swims, private swimming lessons, waterpark lifeguard training and recertification classes. We offered numerous fitness classes consisting of early morning lap swim, water aerobics and deep-water walking classes.

Staffing

During 2017, we employed 89 seasonal staff members, consisting of lifeguards, concession/guest services staff and management team members. While labor continues to be one of our largest expenses, we generally have minimal turnover.

2018 Season

The operations for 2018 will closely mimic prior years, with a few exciting additions listed below:

Early Morning Lap Swim every Saturday from 11:00 am – Noon
Belated Mother's Day, Father's Day & Buck Night special events
Updated kiddie slide and boiler for the zero-depth pool
On site AED
Interior painting of aquatic facility

Due to the extensive weather conditions, the two super slides will not be gel-coated until the season's end.


Thank you for your continued support. Hope to see you this summer at the AP!

C I T Y O F L A K E S

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

MEETING DATE: May 14, 2018

SUBJECT: 2018/2019 Beverage License Renewals

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: Patricia J. Monsen, City Clerk

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
<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 attached list of establishments have beverage licenses that expire as of June 30, 2018 and are requesting renewal of their licenses. Council approval is requested pending receipt of all required applications, proof of liquor liability insurance, workers' compensation insurance, fees and a satisfactory police investigation report.

MOTION: To approve renewal of the attached list of beverage licenses that expire June 30, 2018, on condition that all required documentation is received.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. List of 2018/2019 Beverage License Renewals
- 2.
- 3.

Council Action: _____ Date: _____

2018/2019 Beverage License Renewals

Establishment

Type of License

Ambiance on Albion, Inc.
2321 Albion Avenue

On Sale Liquor/Sunday

Bean Town Grill, LLC
1400 N. State St.

On Sale Liquor/Sunday

The Blazer Bar and Grill
106 E. 1st Street

On Sale Liquor/Sunday

Bowlmor Lanes & Lounge
617 S. State St.

On Sale Liquor/Sunday

Channel Inn
615 Shoreacres Dr.

On Sale Liquor/Sunday

D & S Promotions, LLC
d/b/a Fairmont Raceway
1300 N. Bixby Road

On Sale Liquor

El Agave
62 Downtown Plaza

On Sale Liquor/Sunday

Fraternal Order of Eagles
1228 W. Lake Ave.

On Sale Liquor/Sunday

Torge's Fairmont
Hwy. 15 & Jct. I-90

On Sale Liquor/Sunday

Interlaken Golf Course
227 Amber Lake Dr.

On Sale Liquor/Sunday

Knights of Columbus
920 E. 10th St.

On Sale Liquor/Sunday

The Marina Lodge
501 Lake Ave.

On Sale Liquor/Sunday

The Ranch
1330 N. State St.

On Sale Liquor/Sunday

Shenanigans Cheer & Chow
115 E. Third St.

On Sale Liquor/Sunday

Tami's on the Ave.
2710 Albion Ave.

On Sale Liquor/Sunday
3.2% Off Sale Beer

Jessie's Smokehouse, LLC
1500 Albion Ave.


On Sale Liquor/Sunday

2018/2019 Beverage License Renewals – page 2

<u>Establishment</u>	<u>Type of License</u>
Fareway Stores, Inc. 500 S. State	3.2% Off Sale Beer
Freedom Value Center 407 E. Blue Earth Ave.	3.2% Off Sale Beer
K & W Stores – Fairmont Shell #1 1552 Albion Ave.	3.2% Off Sale Beer
Hy-Vee Food Store 907 S. State St.	3.2% Off Sale Beer
Hy-Vee C-Store #5183 907 S. State St.	3.2% Off Sale Beer
Poppe's 1317 N. State St.	3.2% Off Sale Beer
Super America 2197 N. State St.	3.2% Off Sale Beer
Vet's Super America II 307 N. State St.	3.2% Off Sale Beer
Casey's General Store 202 E. Blue Earth Ave.	3.2% Off Sale Beer
Wal-Mart 1250 Goemann Rd.	3.2% Off Sale Beer
Kwik Trip, Inc. 217 S. State St.	3.2% Off Sale Beer
Jakes Pizza 211 Downtown Plaza	3.2% On Sale Beer
Fairmont Opera House 45 Downtown Plaza	3.2% On Sale Beer Wine

MEETING DATE: May 14, 2018

SUBJECT: Event Permit – Veterans Park Multi-Block Party

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 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: Pastor Fink along with other churches and community groups will be hosting a neighborhood get together for the Veterans Park area neighborhood, but is open to anyone that wants to participate. The event will be held Wednesday, May 23rd from 5:00 p.m. – 8:15 p.m.

MOTION: To approve the Event Permit for a neighborhood block party at Veterans Park for May 23, 2018.

VOTE REQUIRED: Simple Majority

ATTACHMENTS:

- Event Permit Application and map

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: May 23, 2018 / 4-20-2018 Permit Fee: \$15.00

Event: VETERAN'S PARK MULTI-BLOCK PARTY

Sponsoring entity: GRACE TISSERANDS / FAIRMONT UNITED METHODIST / (SHEPHERD OF THE LAKES?)

Address: 119 E 2ND ST, FAIRMONT

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

Event coordinator(s): TONY FINK
Contact Info: 235-5579 Phone #
PRESTON.TONY.FINK@GMAIL.COM E-mail

Primary contacts (during event):
Name: TONY FINK Name: PRESTON VAUGHAN
Cell#: 236-3781 Cell#: (218) 260-9195
E-mail: PRESTON.TONY.FINK@GMAIL.COM E-mail: _____

Event Start: Day/Date WEDNESDAY, May 23, 2018 Time: 5:00 PM
Event End: Day/Date WEDNESDAY, May 23, 2018 Time: 8:00 PM
Setup: Day/Date " Start time: 2 PM End Time: 5 PM
Teardown: Day/Date " Start time: 8:01 PM End Time: 8:15 PM

1. Type and description of the event and a list of all activities to take place at the event.
MULTI BLOCK PARTY WITH A VARIETY OF DISPLAYS FOR LOCAL ORGANIZATIONS
WE WILL BE GIVING AWAY FREE FOOD AND WILL HAVE A BAND

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.
SEE PREVIOUS YEAR - WILL SEND AN EMAIL ATTACHMENT!

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

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

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

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

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: A COMPILED BAND FROM THE PACIFIC NORTH WEST

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

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

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

Signature [Signature] Title Postcard Date 4-20-2018

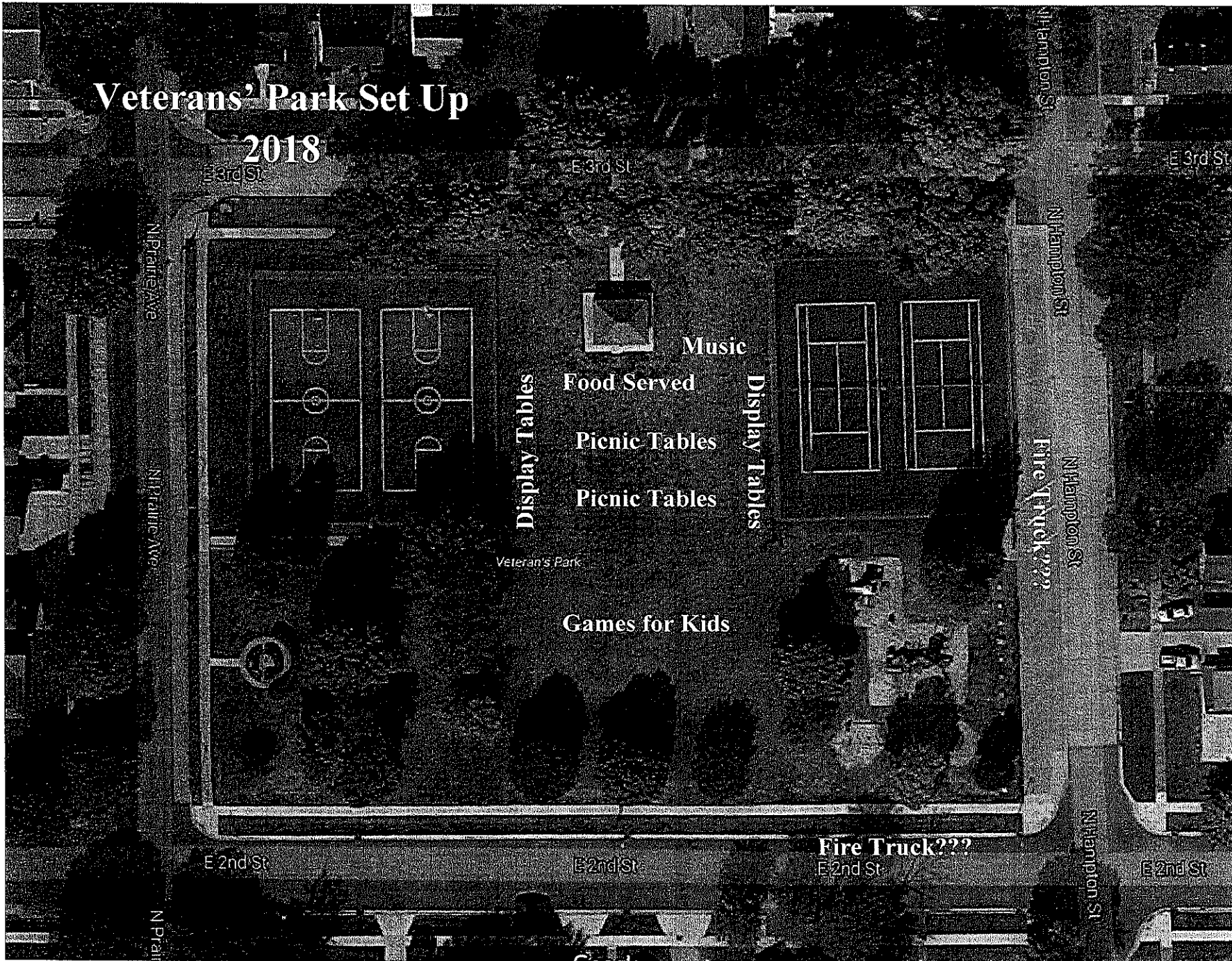
If you would like your event published on the City's website/Community Calendar, please indicate: Yes; No

Office Use Only			
\$15.00 Fee Paid	Date: <u>4-20-18</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>3/14/18</u>	Action:
City Administrator Approval	Yes	No	Date

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

Veterans' Park Set Up


2018



CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 13.3

MEETING DATE: May 14, 2018

SUBJECT: Parade Permit for American Legion Post #36 - Memorial Day Parade

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 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: The American Legion Post #36 is making application to the City Council for a parade permit for the annual Memorial Day parade to be held on Monday, May 28, 2018. There will be raising of the flag at Veterans’ Park at 9:30 a.m. followed by a parade, which will proceed north on Prairie Avenue and then east on Winnebago Avenue to Martin County Veterans’ Memorial Park, where a Memorial Day Program will be held

MOTION: To approve the parade permit for the American Legion Post #36 for the Memorial Day parade.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

- 1. Application

Council Action: _____ Date: _____

20.



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: 4/23/18

Permit Fee: \$15.00

Event: MEMORIAL DAY PARADE

Sponsoring entity: AMERICAN LEGION POST #36

Address: 106 E. FIRST STREET FAIRMONT, MN 56031

Maximum estimated number of persons expected to attend at any one time: 150

Event coordinator(s): STEVE FOSNESS

Contact Info: 507/208-8769 Phone #

SK.FOSNESS@FRONTIER.COM E-mail

Primary contacts (during event):

Name: SAME

Name: _____

Cell#: _____

Cell#: _____

E-mail: _____

E-mail: _____

Event Start: Day/Date MONDAY - 5/28 Time: 9:30 AM

Event End: Day/Date MONDAY - 5/28 Time: NOON

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

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

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

RAISING FLAG AT VETERANS PARK
PARADE FROM VETERANS PARK NORTH ON PRAIRIE TO WINNEBAGO AVENUE
EAST ON WINNEBAGO AVENUE TO MARTIN COUNTY VETERANS MEMORIAL PARK
MEMORIAL DAY PROGRAM AT MARTIN COUNTY VETERANS MEMORIAL PARK

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.

507 WINNEBAGO AVENUE

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

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

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

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

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

8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns?
 Yes; No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
3rd STREET - NORTH PRAIRIE - WINNEBAGO AVENUE

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

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

Signature  Title COMMANDER - AMERICAN LEGION POST 36 Date 4/23/18

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

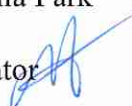
Office Use Only			
\$15.00 Fee Paid	Date: <u>4/23/18</u>	Received by: <u>Patricia M. M...</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>5-14-18</u>	Action:
City Administrator Approval	Yes	No	Date

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

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 13.4

MEETING DATE: May 14, 2018

SUBJECT: Event Permit – Wedding Reception at Sylvania Park

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: Evelyn Jorgenson has made application to hold a wedding reception at Sylvania Park on Saturday, June 16, 2018. The event will be from 5:00 p.m. – 11:00 p.m. They will be setting up a tent prior to the event.

MOTION: To approve the Event Permit for Evelyn Jorgenson to hold a wedding reception at Sylvania Park on June 16, 2018.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: April 23, 2018

Permit Fee: \$15.00

Event: Wedding Reception

Sponsoring entity: _____

Address: Evelyn Jorgenson 1409 Oak Beach Drive Fairmont, MN

Maximum estimated number of persons expected to attend at any one time: 250

Event coordinator(s): Leah Jorgenson

Contact Info: 605-838-9207 Phone #

lkjorgenson@yahoo.com E-mail

Primary contacts (during event):

Name: Leah Jorgenson

Name: _____

Cell#: _____

Cell#: _____

E-mail: _____

E-mail: _____

Event Start: Day/Date Saturday June 16, 2018 Time: 5pm

Event End: Day/Date Saturday June 16, 2018 Time: 11pm

Setup: Day/Date June 16 Start time: 9 am End Time: 12 pm

Teardown: Day/Date June 16 Start time: 10 pm End Time: 11 pm

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

Wedding Reception to include dinner, dance & lawn games.

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.

Sylvania Park: in front of the band shell with use of the park building, tents

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

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

Signature Evelyn Ferguson Title _____ Date 4/23/18

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

Office Use Only			
\$15.00 Fee Paid	Date: <input type="checkbox"/> Yes; <input type="checkbox"/> No	Received by:	
Requires Council Approval		Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

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

MEETING DATE: May 14, 2018

SUBJECT: Event Permit - Street Closing – Martin County Preservation Association/Red Rock Center

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: The Martin County Preservation Association/Red Rock Center is planning a Memorial Day Community Picnic on May 28, 2018 from 11:00 a.m. – 1:00 p.m. They would like to block off a portion of Elm Street, from East Blue Earth Avenue for ½ block south. This event has taken place for several years and there have been no problems reported.

MOTION: To approve the request from the Martin County Preservation Association/Red Rock Center to close off a portion of Elm Street from East Blue Earth Avenue for ½ block south.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Application
- 2.

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: 4/26/2018

Permit Fee: \$15.00

Event: Community Picnic

Sponsoring entity: Red Rock Center

Address: 222 E. Blue Earth Ave., Fairmont

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

Event coordinator(s): Sonda Fortune

Contact Info: 2306-4170 Phone #
E-mail

Primary contacts (during event):

Name: Sonda Fortune

Cell#: 2306-4170

E-mail:

Name Norm Langford

Cell# 2306-4472

E-mail:

Event Start: Day/Date May 28, 2018 Time: 11 am

Event End: Day/Date May 28, 2018 Time: 1 pm

Setup: Day/Date May 28, 2018 Start time: 9 am End Time: 2 pm

Teardown: Day/Date May 28, 2018 Start time: 1 pm End Time: 2 pm

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

community picnic served indoors with live music, train rides & petting farm outdoors

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.

m Elm barricade from E Blue Earth Ave - half block of S Elm St.

4 city picnic tables on Red Rock boulevard

at museum garbage cans & crosswalk sign on Blue Earth Ave.

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

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

Signature: *Jana Attune* Title: *Ex Director* Date: *4/26/18*


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

Office Use Only			
\$15.00 Fee Paid	Date: <i>5/2/18</i>	Received by: <i>Diane Treobald</i>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

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

MEETING DATE: May 14, 2018

SUBJECT: Event Permit for Rock N Que for the Kids

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 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: Jamie Kueker is planning an event at the Sylvania Park Band Shell on May 25, 2018. There will be worship music and speakers.

MOTION: To approve the Event Permit for Jamie Kueker – Rock N Que for the Kids for May 25, 2018.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Permit Application.

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 5/8/18 Permit Fee: \$15.00

Event: ROCK N QUE For The Kids

Sponsoring entity: JAMIE KUEKER

Address: 1227 N. ORIENT ST, FAIRMONT

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

Event coordinator(s): JAMIE KUEKER

Contact Info: 507-230-3048 Phone #

quads_guy@yahoo.com E-mail

Primary contacts (during event):

Name: JAMIE KUEKER Name: _____

Cell#: 507-230-3048 Cell#: _____

E-mail: quads_guy@yahoo.com E-mail: _____

Event Start: Day/Date 5/25/18 Time: 5:30 PM

Event End: Day/Date 5/25/18 Time: 9 PM

Setup: Day/Date 5/25/18 Start time: 5pm End Time: _____

Teardown: Day/Date 5/25/18 Start time: 8:30pm End Time: _____

1. Type and description of the event and a list of all activities to take place at the event.
This is a free will offering event to raise money for The Youth at Grace Lutheran church there will be BBQ for sale & a live show.

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.
Sylvanig Park Band shell. A band will play classic rock, southern rock songs with a free will offering just use of the band shell & extra garbage is needed.

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

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

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

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

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: Band Equipment 9mRS, Lights

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

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

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

Signature Jamie Kueker Title EVENT ORGANIZER Date 5/8/18


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

Office Use Only			
\$15.00 Fee Paid	Date: <u>5/9/18</u>	Received by: <u>Patty Mrs</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>5/14/18</u>	Action:
City Administrator Approval	Yes	No	Date

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

MEETING DATE: May 14, 2018

SUBJECT: Call for a Public hearing on Proposed Amendments to Chapter 23, Article I. In General, Sec. 23-1. Vacating Public Grounds and Streets of the Fairmont City Code

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 checked="" 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: After review of Fairmont City Code Chapter 23, Article I. In General, Sec. 23-1. Vacating Public Grounds and Streets, it was determined that this section was inconsistent with Minnesota Statutes. The proposed Ordinance brings this section of the City Code into compliance.

MOTION: To schedule a public hearing on proposed Ordinances 2018-13 for June 11, 2018 at 5:30 p.m. in the City Hall Council Chambers.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

- Hearing Notice
- Proposed Ordinance 2018-13

Council Action: _____ Date: _____

OFFICIAL PUBLICATION

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the City Council of the City of Fairmont will hold a public hearing to consider proposed Ordinance 2018-13 amending Chapter 23, Article I. In General, Section 23-1. Vacating Public Grounds and Streets of the Fairmont City Code.

A complete copy of the proposed Ordinances may be viewed on the City of Fairmont's website or at the City Clerk's Office.

You are further notified said hearing will be held in the **City Council Chambers of City Hall**, 100 Downtown Plaza, Fairmont, Minnesota on Monday, June 11, 2018 at 5:30 p.m.

BY ORDER OF THE CITY OF FAIRMONT

/s/ Patricia J. Monsen

Patricia J. Monsen, City Clerk

ORDINANCE 2018-13

**ORDINANCE AMENDING FAIRMONT CITY CODE CHAPTER 23,
ARTICLE I. IN GENERAL, SEC. 23-1. VACATING PUBLIC GROUNDS AND
STREETS.**

WHEREAS, after review of Fairmont City Code Chapter 23, Article I. In General, Sec. 23-1. Vacating Public Grounds and Streets, it was determined that this section is inconsistent with Minnesota Statutes; and,

WHEREAS, it is in the best interest of the City to amend Fairmont City Code Chapter 23, Article I. In General, Sec. 23-1. Vacating Public Grounds and Streets to be consistent with state statute.

NOW THEREFORE THE CITY OF FAIRMONT DOES ORDAIN, that Fairmont City Code Chapter 23, Article I. In General, Sec. 23-1. Vacating Public Grounds and Streets shall be amended as follows:

Sec. 23-1. Vacating public grounds or streets.

(a) No public grounds or streets shall be vacated ~~except under the motion~~ upon a resolution of the council passed by a four-fifths vote or upon the petition ~~directed to the council of a majority~~ any of the owners of property on the line abutting property owner(s) of such public grounds or streets residing within the city, and completion of the procedure hereinafter specified, and in Minnesota Statutes Section 440.135. Such petition shall set forth the reasons for such desired vacation, accompanied by a plat of such public grounds or streets proposed to be vacated, and such petition shall be verified by the oath of ~~a majority of the petitioners residing within the city~~ any of the abutting property owners. If in the discretion of the council, it is expedient that the matter be proceeded with, it may order the petition filed for record with the city clerk, order a hearing on such petition and fix the time and place of such hearing.

(b) The city clerk shall ~~give post~~ notice of such hearing ~~by publication once at least fifteen (15) days in advance of such hearing, and by mail to the last known address of all the owners of property on the line of such public grounds or streets proposed to be vacated at least ten (10) days in advance of such hearing, such last known address to be obtained from the office of the county auditor.~~ and publish notice in the city's legal newspaper at least two weeks prior to

the hearing. Newspaper publication must be once a week for two weeks. In addition, written notice of the hearing must be mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing. Such notice shall state in brief the object of such hearing, the time, place and purpose thereof and the fact that the council ~~or a board or commission designated by it~~, shall hear the testimony and examine the evidence of the parties interested.

(c) The council, after hearing the same, ~~or upon the report of such board or commission designated to hold such hearings~~, may by resolution passed by ~~such~~ a simple majority of a quorum ~~as set in the charter~~, declare such public grounds or streets vacated, or deny such petition. The resolution, if granting the petition, shall be certified by the city clerk and shall be filed for record and duly recorded in the office of the registrar of deeds of the county.

Motion by:
Seconded by:
All in Favor:
Opposed:
Abstained:
Absent:

PASSED, APPROVED AND ADOPTED THIS 11th day of June 2018.


Deborah J. Foster, Mayor

Patricia J. Monsen, City Clerk

1st Reading: May 14, 2018
2nd Reading: June 11, 2018

MEETING DATE: May 14, 2018

SUBJECT: Fiscal Sponsor Agreement

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input 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: Paul Hoye, Finance Director

INTRODUCED BY: Mike Humpal, 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
<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: Visit Fairmont has requested the City to act as a fiscal sponsor for their Visitor Profile Project.

MOTION: To approve the Fiscal Sponsor Agreements with Visit Fairmont for a Visitor Profile Project.

VOTE REQUIRED: Simple Majority

ATTACHMENTS:

1. Letter from Stephanie Busiahn, Executive Director for Visit Fairmont
2. Fiscal Sponsor Agreement

Council Action: _____ Date: _____



Phone | (507) 235-8585
Fax | (507) 235-8411
Email | Director@FairmontCVB.com
Web | VisitFairmontMN.com

May 7, 2018

To: City of Fairmont

RE: Fiscal Sponsor for Martin County Area Foundation Grant

Visit Fairmont is requesting the support of the City of Fairmont to serve as a Fiscal Sponsor for a Martin County Area Foundation grant to support the Visitor Profile project.

The two season (summer and fall) profile is an effort to provide a comprehensive understanding of the characteristics and spending patterns of visitors to the Fairmont area. Visit Fairmont has contracted with the University of Minnesota Tourism Center to conduct administered on-site, in-person questionnaires to Fairmont visitors from June 1, 2018 to November 30, 2018. Surveyors will be positioned in a variety of approved locations throughout the community including events, attractions, and business locations where we have received permission.

Because of the invaluable information that will be collected, the Fairmont Economic Development Authority and the Fairmont Area Chamber of Commerce have signed on as project partners.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie Busiahn", written over a light blue circular stamp.

Stephanie Busiahn
Executive Director
Visit Fairmont



Fiscal Sponsor Agreement

The Fiscal Sponsor in this Agreement is the City of Fairmont, Martin County, Minnesota, a municipal corporation, and the Sponsored Organization is commonly known as _____ . The Fiscal Sponsor has determined that sponsorship of the _____ Project would be consistent with its goals; and wishes to make arrangements with the Sponsored Organization for the implementation and operation of the Project.

1. The Fiscal Sponsor hereby agrees to sponsor the Project and to assume administrative, financial, and legal responsibility for purposes of the requirements of funding organizations. The Sponsored Organization agrees to implement and operate the Project in accordance with the terms of this agreement and with any requirements imposed by funding organizations.
2. The Project shall be operated in a manner consistent with the Fiscal Sponsor's tax-exempt status and as described in this agreement. No material changes in the purposes or activities of the Project shall be made without prior written permission of the Fiscal Sponsor and in accordance with any requirements imposed by funding organizations, nor shall the Sponsored Organization carry on activities or use funds in any way that jeopardizes the Fiscal Sponsor's tax-exempt status.
3. The Sponsored Organization shall not permit the Project to influence legislation or participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
4. The Sponsored Organization will provide the Fiscal Sponsor with a semi-annual report outlining the project's progress and current status.
5. The Sponsored Organization will provide all information and prepare all reports, including interim and final reports, required by funding organizations, with the Fiscal Sponsor's assistance and final approval.
6. On behalf of the Sponsored Organization, the Fiscal Sponsor will establish and operate for the use of the Project a designated account ("Account") segregated on the Fiscal Sponsor's books. All amounts deposited into a Project's Account will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.
7. The Fiscal Sponsor will disburse funds from the Account in the following manner: as instructed in writing by the authorizing official accompanied by required documentation and only as authorized by this agreement. Disbursements will be restricted to the support and implementation of the Project only.
8. The Sponsored Organization designates _____ (name) to act as authorizing official. The authorizing official shall act as principal coordinator of the Project's daily business with the Fiscal Sponsor, and shall have authority to sign disbursement requests. At no time should a person approve a disbursement to themselves.

9. The Fiscal Sponsor and Sponsored Organization will maintain all financial records relating to the Project according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.
10. The Fiscal Sponsor and the Sponsored Organization will reflect the activities of the Project, on their state and federal government tax returns and financial reports, to the extent required by law. All disbursements from an Account shall be treated as payments made to or on behalf of the Sponsored Organization to accomplish the purposes of the Project. The Sponsored Organization will provide the Fiscal Sponsor with proper documentation to accomplish this, including furnishing the Fiscal Sponsor with the Sponsored Organization's Federal Employer Identification Number, if the Sponsored Organization has one.
11. In consideration of the Fiscal Sponsor's agreement to sponsor the Project, and to cover the Fiscal Sponsor's expenses in connection with the Project as outlined above, the Project will pay the following fees, charges, and expenses:

The Fiscal Sponsor will not charge a fee for this project.

12. This agreement will be subject to review annually, and will terminate if any of the following events occur:
 - a. The Fiscal Sponsor requests the Sponsored Organization to cease activities that it deems might jeopardize its tax-exempt status and the Project fails to comply within a period of ten (10) days;
 - b. The Sponsored Organization fails to perform or observe any other covenant of this agreement, and this failure is not remedied within fifteen (15) days after written notice of such failure;
 - c. Upon expiration of four weeks after either the Sponsored Organization or the Fiscal Sponsor has given written notice to the other party of its intent to terminate the agreement.
13. In the event this Agreement is terminated, the Fiscal Sponsor and Sponsored Organization will comply with any termination conditions imposed by funding organizations.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Accepted for the Fiscal Sponsor:

For the Sponsored Organization:

Authorized signer


Authorized signer:

Date

Date

MEETING DATE: May 14, 2018

SUBJECT: Verizon Small Wireless Facility Collocation Agreement

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: Councilor Hasek

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

STATEMENT: Verizon Wireless is proposing to install 5 small cell wireless facilities within the City of Fairmont to enhance the data capacity of its wireless network. The 5 locations are chosen by Verizon and approved by the City staff. This agreement allows Verizon to install these cells within the City right of way and many times on City utility poles. It also defines the payments to the City for use of the right of way. Each location will pay \$175/year for rental and \$876/year for electricity. State statute defines these amounts for small cells facilities.

This agreement was modified from a template approved by the League of MN Cities. The Public Utility Commission listened to a presentation on the small cell system and has made the recommendation to the Council to approve this agreement.

MOTION: To authorize the Mayor to sign the Verizon Small Wireless Facility Collocation Agreement and the future supplemental agreements for each site.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Verizon Small Wireless Facility Collocation Agreement
2. Elevation of one type of installation

Council Action: _____ Date: _____

City of Fairmont, Minnesota Small Wireless Facility Collocation Agreement

This Small Wireless Facility Collocation Agreement (the "Agreement") is made this _____ day of _____, 20_____, between the City of Fairmont, a Minnesota local government unit, with its principal offices located at 100 Downtown Plaza, Fairmont, Minnesota 56031 ("Lessor"), and Alltel Communication, LLC d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee"). Lessor and Lessee are collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Federal Communications Act of 1934, as amended, authorizes Lessor to manage and control access to and use of public rights-of-way within city limits; and

WHEREAS, Lessor has elected to manage its rights-of-way as authorized by Minnesota Statutes, Sections 237.162-.163 and Lessor's municipal code of ordinances (the "Code"); and

WHEREAS, this Agreement shall apply to the collocation of Small Wireless Facilities (as hereinafter defined). "Collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing Wireless Support Structure (as hereinafter defined) that is owned by a local government unit; and

WHEREAS, a "Small Wireless Facility" means: (1) a wireless facility, as defined by Minnesota Statutes, Section 237.162, subd. 13, that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six cubic feet; and (ii) all other wireless equipment associated with the small wireless facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, is in aggregate no more than 28 cubic feet in volume; or (2) a micro wireless facility as defined by Minnesota Statutes, Section 237.162, subd. 14; and

WHEREAS, Lessor owns or controls existing structures in the public right-of-way that are designed to support or reasonably determined by Lessor as capable of supporting a Small Wireless Facility ("Wireless Support Structure"), which are located within the geographic area of a license held by Lessee to provide wireless services; and

WHEREAS, Lessor has elected to set forth the terms and conditions of collocation on its Wireless Support Structures, and Lessee desires to install, maintain and operate Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement to define the general terms and conditions which will govern their relationship with respect to the particular sites at which Lessee will collocate its Small Wireless Facilities on Lessor's Wireless Support Structures; and

WHEREAS, Lessee shall compensate Lessor for the collocation of Small Wireless Facilities on Lessor's Wireless Support Structures. The fees imposed by Lessor are (1) based on the actual costs incurred by Lessor in managing the public rights-of-way; (2) based on an allocation among all users of the public rights-of-way, including Lessor, which shall reflect the proportionate costs imposed by each of the various types of uses of the public rights-of-way; (3) imposed on a competitively neutral basis; and (4) imposed in a manner so that above ground uses of public rights-of-way do not bear costs incurred by the local government unit to regulate underground uses of public rights-of-way; and

WHEREAS, Lessor and Lessee acknowledge that they will enter into an agreement supplement ("Supplement") in substantially the form attached hereto as Exhibit A, with respect to each particular Wireless Support Structure on which Lessee will collocate; and

WHEREAS, this Agreement is not exclusive and Lessor reserves the right to grant permission to other eligible and qualified entities to collocate Small Wireless Facilities in Lessor's rights-of-way.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, Lessor agrees to lease to Lessee certain space described in the applicable Supplement upon Lessor's Wireless Support Structure in the public right-of-way (Lessor's Wireless Support Structure, personal property, public right-of-way and surrounding real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of Small Wireless Facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over, under and through the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of Lessee's Small Wireless Facilities. The space leased by Lessor to Lessee described in the applicable Supplement is hereinafter collectively referred to as the "Premises." The Premises may include, without limitation, certain space on the ground (the "Equipment Space") on the Property, and space on the Wireless Support Structure sufficient for the installation, operation and maintenance of antennas and other equipment (the "Antenna Space") as described in the Supplement. Notwithstanding anything in the Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "Cabling Space") running between and among the various portions of the Premises and to all necessary electrical and telephone utility, cable, and fiber sources located within the Property. If there are not sufficient electric and telephone utility, cable, or fiber sources located on the Property, Lessor agrees to grant Lessee, or the local utility, or fiber or cable provider, upon Lessee's approval, the right to install any utilities, cable, and fiber on, through, over, and under other properties owned or controlled by Lessor necessary for Lessee to operate its communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by Lessor. Lessor's approval shall not be unreasonably withheld.

2. PLANS AND DRAWINGS. Before receiving approval from Lessor to install a Small Wireless Facility on Lessor's Wireless Support Structures in public rights-of-way, Lessee shall submit to the Director of Public Works or the Director's designee, detailed construction plans and drawings for each individual location, together with maps, showing specifically the Wireless Support Structures to be used, the number and character of the attachments to be placed on such Wireless Support Structures, equipment necessary for the use or proposed replacement of existing Wireless Support Structures, and any new installations for transmission conduit, pull boxes, and related appurtenances. The Director or the Director's designee shall determine whether to give Lessee permission to proceed with the work as proposed by Lessee, and the Director's determination must be consistent with Minnesota Statutes, Sections 237.162-.163. Lessee shall perform all work at its own expense and make attachments in such manner as to not interfere with the services of Lessor.

3. CONDITION OF PROPERTY; ENGINEERING STUDY. Any expenses necessary to make the Premises ready for Lessee's construction of its improvements shall be the responsibility of Lessee. Lessee must obtain and submit to Lessor a structural engineering study carried out by a qualified structural engineer showing the Wireless Support Structure and foundation is able to support the proposed Small Wireless Facility. Lessor makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth in this Agreement.

4. USE OF PUBLIC RIGHTS-OF-WAY.

A. Lessor hereby grants to Lessee the right to use the municipal public right-of-way for the installation, maintenance and operation of Lessee's communications equipment in and on the Wireless Support Structure located within the public right-of-way.

B. All communications equipment shall be installed in accordance with applicable Laws (as hereinafter defined) and Lessee shall comply with all applicable laws, ordinances, rules and regulations adopted by Lessor. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the Lessor, or the official to whom such duties have been delegated by Lessor. Lessee shall have no ownership interest in any Wireless Support Structure owned by Lessor.

C. Lessee and its authorized contractors shall give Lessor reasonable notice of the dates, location, and nature of all construction and major maintenance work to be performed on its communications equipment that requires excavation or obstruction within the public rights-of-way. This Agreement shall allow Lessee to perform all work on Lessee's communications equipment within the public rights-of-way, and to park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or maintenance of Lessee's communications equipment. Following completion of work in the public rights-of-way, Lessee shall repair any affected public rights-of-way as soon as possible, but no later than the time frame established in the applicable Supplement. No street, alley, highway, or public place shall

be encumbered for a longer period than shall be reasonably necessary to execute the work authorized by the applicable Supplement and this Agreement.

D. Any damages to Lessor's Wireless Support Structures, equipment thereon or other infrastructure caused by Lessee's installation or operations shall be repaired or replaced at Lessee's sole cost and to Lessor's reasonable satisfaction.

5. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT.

A. From time to time, if Lessor paints, reconditions, or otherwise improves or repairs the Wireless Support Structure in a substantial way ("Reconditioning Work"), Lessor shall reasonably cooperate with Lessee to carry out Reconditioning Work activities in a manner that minimizes interference with Lessee's approved use of the Premises.

B. Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than ninety (90) days' prior written notice. Upon receiving that notice, it shall be Lessee's sole responsibility to provide adequate measures to cover or otherwise protect Lessee's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. Lessor reserves the right to require Lessee to remove all of Lessee's equipment from the Wireless Support Structure and Premises during Reconditioning Work, provided the requirement to remove Lessee's equipment is contained in the written notice required by this Section.

C. During Lessor's Reconditioning Work, Lessee may maintain a temporary communications facility on the Property, or after approval by Lessor, on any land owned or controlled by Lessor in the vicinity of the Property. If the Property will not accommodate Lessee's temporary communications facility, or if the Parties cannot agree on a temporary location, the Lessee, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to Lessor.

D. Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's use of the Premises. If Lessor agrees to the modification, Lessee shall be responsible for all reasonable incremental cost related to the modification.

E. If Lessor intends to replace a Wireless Support Structure ("Replacement Work"), Lessor shall provide Lessee with at least ninety (90) days' written notice to remove its equipment. Lessor shall also promptly notify Lessee when the Wireless Support Structure has been replaced and Lessee may re-install its equipment. During Lessor's Replacement Work, Lessee may maintain a temporary communications facility on the Property, or after approval by Lessor, on any land owned or controlled by Lessor in the vicinity of the Property. If the Property will not accommodate Lessee's temporary communications facility or if the Parties cannot agree on a temporary location, the Lessee, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to Lessor.

F. If Lessor intends to repair a Wireless Support Structure due to storm or other damage ("Repair Work"), Lessor shall notify Lessee to remove its equipment as soon as possible. In the event of an emergency, Lessor shall contact Lessee by telephone call to Lessee's Network Operations Center at (800) 264-6620 prior to removing Lessee's Equipment. Once the Wireless Support Structure has been replaced or repaired, Lessor will promptly notify Lessee it can reinstall its equipment. During Lessor's Repair Work, Lessee may maintain a temporary communications facility on the Property, or after approval by Lessor, on any land owned or controlled by Lessor in the vicinity of the Property. If the Property will not accommodate Lessee's temporary communications facility, or if the Parties cannot agree on a temporary location, or if the Wireless Support Structure cannot be repaired or replaced within thirty (30) days, Lessee, at its sole discretion, shall have the right to terminate the applicable Supplement upon thirty (30) days' written notice to Lessor. However, at Lessee's sole option, within thirty (30) days after the casualty damage, Lessor must provide Lessee with a replacement Supplement to lease space at a new location upon which the Parties mutually agree. The monthly rental payable under the new replacement Supplement will not be greater than the monthly rental payable under the terminated Supplement.

G. If Lessee's installation requires a new Wireless Support Structure to be constructed or an existing Wireless Support Structure to be replaced by Lessee (the "Replacement Wireless Support Structure") then, any such Replacement Wireless Support Structure, shall be deemed to be a fixture on the Property and the Replacement Wireless Support Structure shall be and remain the property of the Lessor, without further consideration to or from Lessor. Upon completion of Lessee's installation, Lessor shall be responsible for any and all costs relating to the operation, maintenance, repair and disposal of the Replacement Wireless Support Structure, except to the extent such costs are due to the improper or negligent installation by Lessee or contractor hired by Lessee. If the Replacement Wireless Support Structure replaces an existing structure, then also as part of Lessee's installation, Lessee shall remove, dispose, salvage and or discard the existing structure at Lessee's sole discretion and expense.

6. TERM; RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided however, the term of each Supplement shall commence on the first day of the month following the day that Lessee commences installation of its equipment on the Premises (the "Commencement Date"), at which time rental payments shall commence and be due at a total annual rental of \$175.00 (the "Annual Rental"), representing \$150.00 per year for rent to occupy space on a Wireless Support Structure, \$25.00 per year for maintenance associated with the space occupied on a wireless support structure, and all other right-of-way management costs. Consistent with Minnesota Statutes Sections 237.162-.163, the term of each Supplement shall be equal to the length of time that the Small Wireless Facility is in use (the "Term"), unless the Supplement is terminated pursuant to this Agreement. The annual rental for each Supplement shall be set forth in the Supplement and shall be paid in advance annually on each anniversary of the Commencement Date, to the payee designated by Lessor in the Supplement, or to such other person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice

given in accordance with Paragraph 19 below. Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date of each Supplement. Lessor and Lessee acknowledge and agree that the initial rental payment for each Supplement may not actually be sent by Lessee until ninety (90) days after Lessee's receipt of written acknowledgement confirming the Commencement Date of each Supplement. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer. Lessor hereby agrees to provide to Lessee the reasonable documentation required for Lessee to pay all rent payments due to Lessor, including a completed, most current version of Internal Revenue Service Form W-9. Annual Rental shall accrue in accordance with this Agreement, but Lessee may not deliver rental payments for up to 90 days after the requested documentation has been received by Lessee.

7. ELECTRICAL.

Lessor shall, at all times during the Term of each Supplement, provide electrical service access within the Premises. As provided by Minnesota Statutes Sections 237.162-.163, an annual fee for electricity used to operate the Small Wireless Facility, if not purchased directly from a utility, shall be paid with the annual rent due under each Supplement at the rate of:

- A. \$ 876.00 per radio node less than or equal to 100 max watts;
- B. \$2,184.00 per radio node over 100 max watts;
- C. The actual costs of electricity, if the actual costs exceed the amount in item (A) or (B); or
- D. As agreed upon by Lessor and Lessee.

The amount of any such annual fee shall be set forth in each Supplement.

Lessee shall be permitted at any time during the Term of each Supplement, to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source and a temporary installation of any other services and equipment required to keep Lessee's communications facility operational, along with all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source, and the temporary installation of any other services and equipment required to keep Lessee's communications facility operational, and related appurtenances to the Premises.

Alternatively, Lessee may purchase electricity directly from a utility provider.

8. ENGINEERING COSTS. The Parties acknowledge and agree that, pursuant to Minnesota Statutes, Sections 237.162-.163, Lessor may charge the actual costs of the initial engineering and preparatory construction work associated with Lessee's collocation in the form of a onetime, nonrecurring, commercially reasonable, nondiscriminatory, and competitively neutral charge. Lessee shall pay such reasonable costs within sixty (60) days of receipt of an invoice that itemizes the costs.

9. USE. Lessee shall use the Premises for the purpose of constructing, maintaining, repairing and operating Small Wireless Facilities and uses incidental thereto. As long as the modified installation meets the definition of a Small Wireless Facility, Lessee shall have the right, without any increase in rent, to replace, repair, add or otherwise modify its utilities, fiber or cable equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates. Any additions shall require Lessor's written approval, which shall not be unreasonably withheld, conditioned or delayed.

10. GOVERNMENTAL APPROVALS; PERMITS. It is understood and agreed that Lessee's ability to use the Premises is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory structural analysis that will permit Lessee use of the Premises as set forth above. The parties acknowledge and agree that each Supplement shall be in lieu of a small wireless facility permit. Lessor shall cooperate with Lessee in its effort to obtain the Governmental Approvals, and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee. Lessee shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Lessee determines that the Governmental Approvals may not be obtained in a timely manner; (iv) Lessee determines that the Premises is no longer technically compatible for its use; or (v) Lessee, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in accordance with the notice provisions set forth in Paragraph 20 and shall be effective upon the mailing of that notice by Lessee, or upon such later date as designated by Lessee. All rentals paid to the termination date shall be retained by Lessor. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor for the terminated Supplement.

11. INDEMNIFICATION. Lessee agrees to defend, indemnify and hold harmless Lessor in accordance with the provisions of Minn. Rule 7819.1250 or to the fullest extent permitted by law if such rule is repealed and not replaced. The indemnity obligation shall survive the completion or termination of this agreement.

12. INSURANCE.

A. Waiver of Subrogation. To the extent allowed by law, Lessee hereby waives and releases any and all rights of action for negligence against Lessor which may hereafter arise on account of damage to Lessee's property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Lessee. This waiver and release shall apply between the Parties and shall also apply to any claim asserted as a right of subrogation. All such policies of insurance obtained by Lessee concerning its property shall waive the insurer's right of subrogation against Lessor.

B. Commercial General Liability. Lessee agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) and property damage; and \$4,000,000 general aggregate including premises operations, products-completed operations, personal injury and advertising injury and contractual liability. Lessee shall include the Lessor as an additional insured as their interest may appear under this Agreement.

C. Commercial Automobile Liability. Lessee shall maintain commercial automobile liability Insurance, covering all owned, hired, and non-owned automobiles, with a combined single liability limit of \$2,000,000 each accident for bodily injury and property damage.

D. Workers' Compensation. Lessee agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota and employer's liability with a limit of \$500,000 each accident; \$500,000 disease each employee; and \$500,000 disease-policy limit.

E. Additional Insurance Conditions.

(i) Lessee shall deliver to Lessor a certificate of insurance as evidence that the above coverages are in full force and effect.

(ii) Lessee's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to Lessor with respect to any claim arising under this Agreement.

(iii) Upon receipt of notice from its insurer(s) Lessee shall use commercially reasonable efforts to provide Lessor with thirty (30) days prior written notice of cancellation.

13. LIMITATION OF LIABILITY. Except for indemnification obligations pursuant to Paragraph 11, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Lessee shall not be liable for or responsible for addressing environmental conditions that do not result from the activities of Lessee.

14. INTERFERENCE. At Lessor's request, Lessee shall obtain a radio frequency interference study carried out by an independent professional radio frequency engineer showing that Lessee's intended use will not interfere with any current communication facilities which are located on or near a Wireless Support Structure. Lessee shall not transmit or receive radio waves at the Premises until such evaluation has been satisfactorily completed and approved by Lessor. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed

Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference by a written communication and a call to Lessee's Network Operations Center at (800) 264-6620, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, Lessor shall have the right to require Lessee to reduce power, and/or cease operations until such time Lessee can make repairs to the interfering equipment. In no event will Lessor be entitled to terminate a Supplement or relocate the Equipment as long as Lessee is making a good faith effort to remedy the interference issue. Lessor agrees that Lessor and/or any other users of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. If Lessee determines, in its reasonable discretion, that Lessor's equipment or any other user's equipment permitted by Lessor is causing interference, Lessor shall, upon written communication from Lessee to Lessor take all reasonable steps necessary to correct and eliminate the interference, including requiring other users causing such interference to correct and eliminate the interference. If the interference continues for a period in excess of 48 hours following the notification, Lessor shall, or shall require any other user to, reduce power and/or cease operations until such time as Lessor, or the other user, can make repairs to the interfering equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL. Lessee shall, within sixty (60) days after expiration of the Term, or any earlier termination of a Supplement, or an abandonment of its facilities, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted, at Lessee's sole cost and expense. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws with the exception of items listed in Paragraph 5.G. If the time for removal causes Lessee to remain on the Premises after termination of the Supplement, Lessee shall pay rent at the then-existing monthly rate, until such time as the removal of the equipment, fixtures and all personal property are completed. If Lessee fails to remove its facilities within the required time period, Lessor reserves the right to remove the facilities and charge Lessee for the full cost of the removal and storage charges.

16. RIGHTS UPON SALE. If, at any time during the Term of any Supplement, Lessor decides: (i) to sell or transfer all or any part of the Property or the Wireless Support Structure thereon to a purchaser other than Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, that sale or grant of an easement or interest therein shall be subject to the Supplement, and any such purchaser or transferee must recognize Lessee's rights hereunder and

under the terms of the affected Supplement(s). If Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement in which the third party agrees in writing to assume all obligations of Lessor under the Supplement, then Lessor shall not be released from its obligations to Lessee under the Supplement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Supplement.

17. QUIET ENJOYMENT AND REPRESENTATIONS. Lessor covenants that Lessee, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the execution date of each Supplement, and covenants during the Term, that Lessor has good and sufficient title and interest to the Property, and has full authority to enter into and execute the Supplement. Lessor further covenants during the Term that there are no liens, judgments or impediments of title on the Property affecting Lessor's title to the same and that there are no covenants, easements or restrictions that prevent or adversely affect the use or occupancy of the Premises by Lessee as provided in this Agreement and in the applicable Supplement(s).

18. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the Lessor, which consent will not be unreasonably withheld, delayed or conditioned.

19. NOTICES. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows or to any other address that the Party to be notified may have designated:

Lessor: City of Fairmont
Attention: Troy Nemmers
100 Downtown Plaza
Fairmont, Minnesota 56031

Lessee: Alltel Communications, LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement, or under an individual Supplement if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor, and if the failure to perform that obligation interferes with Lessee's ability to conduct its business in the Premises; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after notice is reasonably required for its performance, then it shall not be a default under this Agreement or the applicable Supplement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion, but in no event more than fifteen (15) calendar days after receipt of written notice. Lessor and Lessee agree that a default under an individual Supplement does not constitute a default under this Agreement

21. DISPUTE RESOLUTION. Subject to the provisions of Paragraph 20, the Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. Except for interference issues pursuant to Paragraph 14, if disputes cannot be resolved informally by the Parties, the following procedures shall be used:

A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Martin County District Court Administrator for the county in which the small wireless facility is located and select a mediator by alternately striking names until one remains. Lessor shall strike the first name followed by Lessee, and shall continue in that order until one name remains.

B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may pursue any legal or equitable remedy.

22. CASUALTY. In the event of damage to the Property by fire or other casualty that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, terminate the

Supplement upon fifteen (15) days' prior written notice to Lessor. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Premises is impaired.

23. APPLICABLE LAWS. Laws means any and all laws, regulations, ordinances, resolutions, judicial decisions, rules, permits and approvals applicable to the subject of this Agreement or Lessee's use that are in force during the term of this Agreement, as lawfully amended including, without limitation, Lessor's City Code. Lessee and Lessor shall comply with all applicable Laws. This Agreement does not limit any rights Lessee may have in accordance with Laws to install its own poles in the right of way or to attach Lessee's equipment to third-party poles located in the right of way. This Agreement shall in no way limit or waive either party's present or future rights under Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially altered, preempted, or superseded by changes in Laws, the parties agree to amend the Agreement and/or Supplement to reflect the change in Laws.

24. GOVERNMENT DATA. The Parties acknowledge and agree that this Agreement is considered public data not on individuals and is accessible to the public under Minnesota Statutes, Section 13.03. Lessee and Lessor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

25. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

B. Captions. Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement.

C. Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

D. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

E. Third Party Rights. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any person or entity not expressly a party to this Agreement.

F. Nondiscrimination. In the hiring of employees or contractors to perform work under this Agreement, Lessee shall not discriminate against any person by reason of any characteristic or classification protected by State or Federal law.

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. The venue for all proceedings related to this Agreement shall be in the County in which the small wireless facility is located.

H. Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or the waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

I. Force Majeure. Neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that a Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

J. Further Assurances. From and after the execution of this Agreement, the parties shall fully cooperate with each other and perform any further act(s) and execute and deliver any further documents which may be necessary in order to carry out the purposes and intentions of this Agreement.

K. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of Fairmont

By: _____
Name: Deborah Foster
Its: Mayor

Date: _____

By: _____
Name: Patty Monsen
Its: City Clerk

Date: _____

Lessee:
Alltel Communications, LLC d/b/a Verizon
Wireless

By: _____
Name: _____
Its: _____

Date: _____

EXHIBIT A
COLLOCATION AGREEMENT SUPPLEMENT

This Collocation Agreement Supplement ("Supplement"), is made this _____ day of _____, 20_____ between the City of Fairmont, a Minnesota local government unit, with its principal offices located at 100 Downtown Plaza, Fairmont, Minnesota 56031 ("Lessor"), and Alltel Communication, LLC d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

1. SMALL WIRELESS FACILITY COLLOCATION AGREEMENT. This Supplement is a Supplement as referenced in that certain Small Wireless Facility Collocation Agreement between the City of Fairmont and Alltel Communication, LLC d/b/a Verizon Wireless, dated _____, 20_____, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. PREMISES. Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at _____, including the location of the Wireless Support Structure on the Property is shown on Exhibit 1 attached hereto and made a part hereof. The Equipment Space, Antenna Space and Cabling Space are as shown on Exhibit 2, attached hereto and made a part hereof.

3. TERM. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. CONSIDERATION. Rent under this Supplement shall be \$175.00 per year, payable to the City of Fairmont at 100 Downtown Plaza, Fairmont, Minnesota 56031, as set forth in the Agreement

In consideration for electrical service, \$_____ per year shall be paid under this Supplement. OR Lessee shall purchase electrical service directly from a utility.

5. SITE SPECIFIC TERMS.

In this section include any site-specific terms, including whether Lessee will be installing a Replacement Wireless Support Structure.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

Lessor:
City of Fairmont

By: [EXHIBIT ONLY – NOT FOR EXECUTION]

Name: Deborah Foster

Its: Mayor

Date: _____

By: [EXHIBIT ONLY – NOT FOR EXECUTION]

Name: Patty Monsen

Its: City Clerk

Date: _____

Lessee:
Alltel Communications, LLC d/b/a Verizon
Wireless

By: [EXHIBIT ONLY – NOT FOR EXECUTION]

Name: _____

Its: _____

Date: _____

EXHIBIT 1
Site Plan of Property

EXHIBIT 2

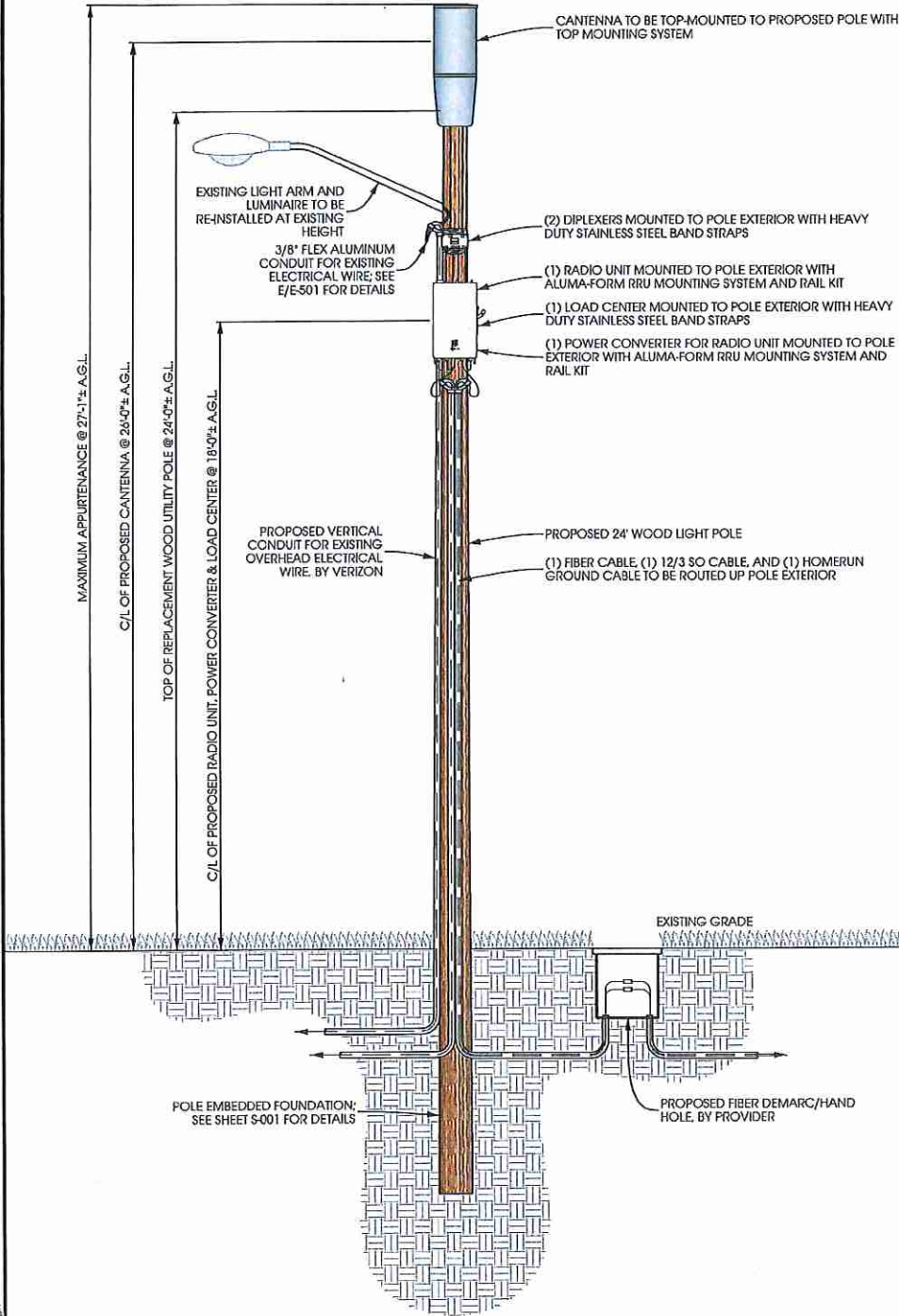
Equipment Space (if any), Antenna Space and Cabling Space

NOTES:

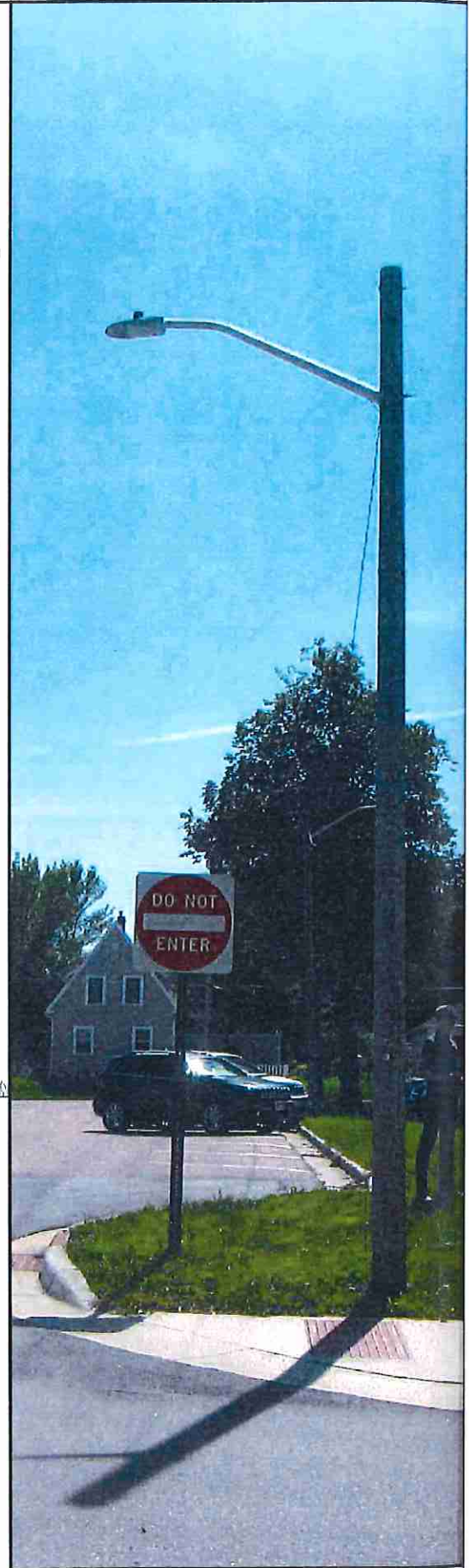
TYPICAL INSTALLATION SHOWN.
 ALL ELEVATIONS ARE ASSUMED TO BE MEASURED FROM ABOVE GRADE LEVEL.
 ALL ELECTRIC CONDUCTORS TO BE INSTALLED IN CONDUIT.

NOTES:

PROPOSED POWER AND FIBER RISE CONDUITS TO BE GROUPED TOGETHER TO MAXIMIZE AVAILABLE FREE SPACE ON POLE.
 PROPOSED POWER AND FIBER RISE CONDUIT SIZES TO BE MINIMIZED WHERE POSSIBLE.
 ALL PROPOSED JUMPER CABLES NOT IN CONDUIT TO BE PROTECTED WITH PLASTIC U-GUARD (SIZE TO BE MINIMIZED).



(A) POLE ELEVATION
 SCALE: 11" x 17" - 1" = 5'-0"
 22" x 34" - 1" = 2'-6"



(B) SITE ELEVATION

LA158001\19711\CAD\Plan\Preliminary\1-201.dgn

MEETING DATE: May 14, 2018

SUBJECT: Fifth Amendment to AT&T Location Lease

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: Councilor Hasek

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 checked="" 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: AT&T currently holds a location lease for its cellular antennas on the City water tower on State Street adjacent to Arby's. A consultant for AT&T approached the City and requested an amendment to the current lease conditions. This request was based on AT&T's internal analysis of their system and other existing agreements. This amendment would reduce the monthly rent payment (from \$2,791/mos to \$2,500/mos), extends the term 5 years, and adds language regarding removal, restoration, and co-leasing. The Public Utilities Commission reviewed the changes and is recommending approval of the Fifth Amendment to the AT&T Location Lease.

MOTION: To authorize the Mayor to sign the Fifth Amendment to the Equipment Location Lease with AT&T.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Fifth Amendment to AT&T Location Lease
- 2.

 Council Action: _____ Date: _____

Cell Site No.: MPLSMNU3814
Cell Site Name: FAIRMONT DT
Fixed Asset No.: 10138491
Market: ND / SD / NE / MN / IA
Address: 601 State Street

FIFTH AMENDMENT TO EQUIPMENT LOCATION LEASE

THIS FIFTH AMENDMENT TO EQUIPMENT LOCATION LEASE ("Fifth Amendment") dated as of the later date below is by and between the City of Fairmont, a Minnesota ~~charter city~~ municipal corporation, having a mailing address at 100 Downtown Plaza, Fairmont, MN 56031 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into an Equipment Location Lease dated September 23, 2002, as amended by Amendment to Equipment Location Lease Agreement dated October 20, 2004, as further amended by Second Amendment to Equipment Location Lease dated April 4, 2012, as further amended by Third Amendment to Equipment Location Lease dated August 22, 2014, and as further amended by Fourth Amendment to Equipment Location Lease dated May 14, 2015 (hereinafter, collectively, the "Agreement"), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 601 State Street, Fairmont, MN 56031; and

WHEREAS, Lessor and Lessee desire to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the Rent (as defined below) payable under the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the current term, which commenced on October 1, 2015, shall expire on September 30, 2020 ("Current Term"), and commencing on October 1, 2020, will be automatically renewed, upon the same terms and conditions of the Agreement, for up to five (5) additional sixty (60) month terms (each an "Extension Term"). Hereafter, "Term" shall include the Current Term and any applicable Extension Term. The Terms will automatically renew without further action by Lessee, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Extension Term. Lessor agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.

Cell Site No.: MPLSMNU3814
Cell Site Name: FAIRMONT DT
Fixed Asset No.: 10138491
Market: ND / SD / NE / MN / IA
Address: 601 State Street

2. **Modification of Rent.** Commencing on July 1, 2018, the Rent payable under the Agreement shall be Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on October 1, 2025, Rent shall increase by fifteen percent (15%) and at the beginning of each Extension Term, as applicable.

4. **Removal/Restoration.** In addition to the terms set forth in the Agreement, Lessor agrees that the Communications Facility and any related equipment brought to the Premises by Lessee, its agents, contractors, predecessors-in-interest or sublessees, shall be and remain Lessee's personal property or the personal property of its sublessee(s), as the case may be. Lessor waives any and all rights it may have, including any rights it may have in its capacity as Lessor under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Lessee, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement, without notice to Lessor and without Lessor's consent. Notwithstanding any terms to the contrary, Lessee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Lessee be required to remove from the Premises or the Property any foundations or underground utilities. Lessee, may, in its sole discretion, transfer any improvements or alterations to the Premises to Lessor at any time during the Term of the Agreement without notice to the Lessor and without the Lessor's consent.

5. **Acknowledgement.** Lessor acknowledges that: 1) this Fifth Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Fifth Amendment and the underlying Agreement and, prior to execution of this Fifth Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Fifth Amendment and to have counsel review the terms and conditions of this Fifth Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Fifth Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Section 13 of the Equipment Location Lease and Section 6 of the Second Amendment to Equipment Location Lease are hereby deleted in their entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

New Cingular Wireless PCS, LLC

Cell Site No.: MPLSMNU3814
Cell Site Name: FAIRMONT DT
Fixed Asset No.: 10138491
Market: ND / SD / NE / MN / IA
Address: 601 State Street

Attn: Network Real Estate Administration
Re: Cell Site # MPLSMNU3814
Cell Site Name FAIRMONT DT (MN); Fixed Asset No.: 10138491
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # MPLSMNU3814
Cell Site Name FAIRMONT DT (MN); Fixed Asset No: 10138491
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Lessor:

City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

7. Sale of Property.

(a) Lessor shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Lessor, at any time during the Term of the Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Lessee, Lessor shall promptly notify Lessee in writing, and such rezoning, sale, subdivision or transfer shall be subject to the Agreement and Lessee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor or its successor shall send the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement.

- i. Completed and Signed AT&T Payment Direction Form
- ii. Full contact information for new Landlord including phone number(s)

Cell Site No.: MPLSMNU3814
Cell Site Name: FAIRMONT DT
Fixed Asset No.: 10138491
Market: ND / SD / NE / MN / IA
Address: 601 State Street

(c) Lessor agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Lessee's permitted use or communications equipment as determined by radio propagation tests performed by Lessee in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Lessee, Lessor shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Lessor under the Agreement, including interference and access obligations.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: MPLSMNU3814
Cell Site Name: FAIRMONT DT
Fixed Asset No.: 10138491
Market: ND / SD / NE / MN / IA
Address: 601 State Street

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment on the date and year below.

LESSOR:
City of Fairmont,
a Minnesota ~~charter city~~ municipal corporation

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: NOT FOR EXECUTION

By: NOT FOR EXECUTION

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

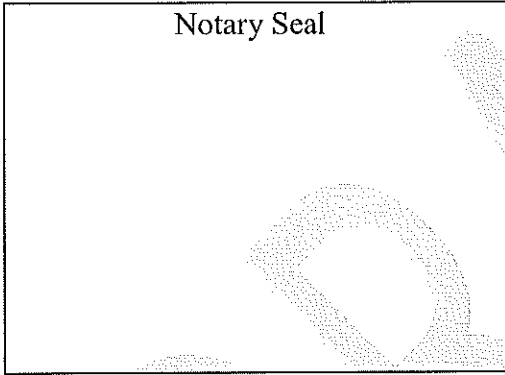
Cell Site No.: MPLSMNU3814
Cell Site Name: FAIRMONT DT
Fixed Asset No.: 10138491
Market: ND / SD / NE / MN / IA
Address: 601 State Street

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **City of Fairmont, a Minnesota charter city municipal corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____

My appointment expires: _____

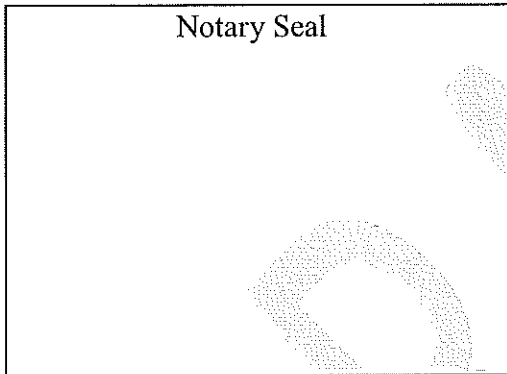
Cell Site No.: MPLSMNU3814
Cell Site Name: FAIRMONT DT
Fixed Asset No.: 10138491
Market: ND / SD / NE / MN / IA
Address: 601 State Street

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.




(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

MEETING DATE: May 14, 2018

SUBJECT: Task order #7 with KLJ for professional services at the airport

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
--------------------------	----------	--------------------------	-------	-------------------------------------	-------	--------------------------	---------	--------------------------	------------	--------------------------	-----------

SUBJECT BACKGROUND: Troy Nemmers, PE, Director of Public Works/City Engineer

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

COUNCIL LIAISON: Councilor Cyphers

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

STATEMENT: KLJ, the City’s consultant at the airport, is proposal a task order to complete the design work for the new hangar at the airport. KLJ is proposing a fee of \$114,518.04 for these engineering and architectural services. The Airport Advisory Board reviewed and is recommending approval of task order #7 with KLJ.

MOTION: To authorize the Mayor to sign Task Order #7 with KLJ for professional services at the airport.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Task Order #7 with KLJ
- 2.

 Council Action: _____ Date: _____

This is Task Order
No. 7, consisting of
3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 1, 2014 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: May 14, 2018
- b. Owner: City of Fairmont
- c. Engineer: Kadrmas, Lee & Jackson, Inc.
- d. Specific Project (title): Design Aircraft Storage Hangar & Taxilanes
- e. Specific Project (description): Task 2.1 – Hangar Design, Task 2.2 – Taxilane Design, Task 2.3 Subconsultants and Task 14.1 – Design Closeout. See Attachment A for details.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Refer to Attachment A – Detailed Scope of Services – Design and Closeout.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: Refer to Attachment A – Detailed Scope of Services – Design and Closeout.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: Refer to Attachment A – Detailed Scope of Services – Design and Closeout.

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

Page 1

69.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Design Services – Tasks 2.1, 2.2 and 2.3	\$111,623.03	Lump Sum
b. Closeout Services – Task 14	\$2,895.01	Lump Sum
TOTAL COMPENSATION	\$114,518.04	Lump Sum

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Consultants retained as of the Effective Date of the Task Order:

Braun Intertec – Geotechnical Subconsultant

CNH Architects – Architectural Subconsultant

7. Other Modifications to Agreement and Exhibits:

Attachment C – Required Contract Provisions for AIP and Sponsors (effective January 12, 2018)

8. Attachments:

Attachment A – Detailed Scope of Services – Design and Closeout

Attachment B – Total Project Fee Breakdown

9. Other Documents Incorporated by Reference:

None.

10. Terms and Conditions

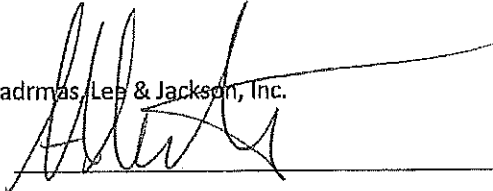
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 14, 2018.

OWNER: City of Fairmont

ENGINEER: Kadmas, Lee & Jackson, Inc.

By: _____

By:  _____

Print Name: Debbie Foster

Print Name: Steve Synhorst, PE

Title: Mayor

Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Troy Nemmers, PE

Name: Jake Braunagel, PE

Title: Director of Public Works/City Engineer

Title: Aviation Engineer/Project Manager

Address: 100 Downtown Plaza
Fairmont, MN 56031

Address: 4800 East 57th Street, Suite B
Sioux Falls, SD 57108

E-Mail tnemmers@fairmont.org
Address: _____

E-Mail jake.braunagel@kljeng.com
Address: _____

Phone: 507-238-3942

Phone: 605-271-4414 or 701-318-7386

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.



Attachment A
Detailed Scope of Services - Design and Closeout
Fairmont Municipal Airport, Fairmont, MN
AIP Project #3-27-0029-016-2018
KLJ #141217112

PROJECT DESCRIPTION

General

The work is to occur at the Fairmont Municipal Airport in Fairmont, Minnesota, under the terms and conditions of the Standard Agreement for Professional Services (Agreement) between the City of Fairmont (Owner) and KLJ (Engineer) with effective date of October 1, 2014.

The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the City of Fairmont.

Detailed Scope of Services have been outlined to be completed under the following tasks and subtasks:

- Task 2 Design
 - Task 2.1 Hangar Design
 - Task shall consist of project administration, project management, preliminary survey, civil design, electrical design, structural design and all associated plans & specifications for one hangar (approx. 230' x 60'). This scope of work is limited to a non-insulated, non-heated hangar. If the scope is expanded beyond this, a design amendment will be required.
 - Task 2.2 Taxilane Design
 - Task shall consist of project administration, project management, preliminary survey, civil design and all associated plans & specifications for two taxilanes (approx. 260' x 25' ea.) and two aprons (approx. 230' x 30' ea.).
 - Task 2.3 Subconsultants
 - Task shall consist of subconsultant expenses for hangar, taxilane & apron preliminary soils investigation & report, hangar architectural design and all associated plans & specifications. This scope of work is limited to a non-insulated, non-heated hangar. If the scope is expanded beyond this, a design amendment will be required.
- Task 14 Closeout
 - Task 14.1 Design Closeout
 - Task shall consist of one FAA closeout report for the tasks listed above.

The Engineer shall perform the work under this Agreement with FAA Advisory Circulars and regulations that are current as of the effective date of the Agreement. Changes to the FAA Advisory Circulars and regulations after the date of this Agreement shall be addressed per Section V, Item P, of the Agreement.

Completion Time

The Engineer shall complete the Task 2.1 Hangar Design & Task 2.3 Subconsultants Services within 360 calendar days and the Task 2.2 Taxilane Design Services within 720 calendar days of the Owner issuance of the Notice to Proceed. Note that the schedule allows for a maximum of two weeks review time for the FAA for each Engineering Design Report (Hangar and Taxilanes) as well as a maximum review time for the FAA for each set of Plans/Specifications (Hangar and Taxilanes) as detailed in the FAA Memo – FAA Review of Construction Plans and Specifications for AIP Funded Projects. Bidding Services shall be completed under a future Agreement. Schedule and fee is based on FAA funding for the project being approved for design in 2018. If funding does not become available for 2018 design, timelines may be revised accordingly.

PROJECT ADMINISTRATION

Project Scoping Meeting with Owner. The Engineer shall attend a meeting to discuss project scoping, FAA Pre-Application and airport capital improvements plan with the Owner at the Fairmont Municipal Airport (1 meeting). The Engineer staff attending the meeting shall consist of the following:

- Project Manager (Engineer III)

- Design Engineer (Engineer II)

Prepare Project Detailed Scope of Services and Schedule. The Engineer shall prepare a Detailed Scope of Services and preliminary schedule based on the information obtained during the Owner Scoping Meeting. Engineer shall submit the Detailed Scope of Services and schedule to the Owner for review and make applicable modifications as agreed upon.

Project Detailed Scope of Services Review with FAA. The Engineer shall present the final Detailed Scope of Services for review and approval. The Engineer shall work with the Owner and FAA to refine the Detailed Scope of Services. The Engineer anticipates one (1) edit based on the Owner's comments and one (1) edit based on FAA comments.

Engineering Detailed Scope of Services and Hour Negotiations. Upon Detailed Scope of Services approval from the FAA, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

Agreement for Professional Services. The Engineer shall compile the Agreement for Professional Services (Agreement), complete an internal review and execution of the Agreement for approval by the Owner.

Prepare and Coordinate Subconsultant Agreements. The Engineer shall prepare the appropriate contract documents and the execution of subconsultant agreements to support the agreed Detailed Scope of Services and the Engineer's Agreement with the Owner.

Independent Fee Document Preparation. The Engineer shall prepare the appropriate documents for the independent fee review based on the completed fee negotiations.

PROJECT MANAGEMENT

Develop Project Management Plan. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has identified Jake Braunagel, PE as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

Project Startup Meeting. The Engineer shall conduct an internal kickoff meeting with the design staff consisting of all design team members.

Project Budget Setup. The Project Manager shall coordinate with the internal Accounting staff to establish the internal budgets.

Monthly Budget Review / Projections. The Project Manager shall review budgets and budget projections on a monthly basis and coordinate any known issues with the Owner.

Monthly Invoicing. The Project Manager and shall prepare monthly billings of project accounting.

Periodic Internal Meetings. The Project Manager and lead designers shall conduct periodic meetings to review schedule and outstanding issues encountered.

Develop Quality Control Plan. The Engineer shall develop a Quality Control Plan for the project. The Plan shall include project instructions, milestone checking, and peer review procedures at each phase of the project.

FAA Grant Coordination / Reimbursement Processing. The Engineer shall assist the City of Fairmont with preparing the Request for Reimbursement during the project.

FAA Grant Pre-Application Checklist. The Engineer shall assist the City of Fairmont with preparing the FAA Grant Pre-Application for Federal Assistance information for submittal.

Monthly Status Reports. The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

FAA Quarterly Reports. The Engineer shall prepare and submit the quarterly FAA reports.

DBE Reporting. It is anticipated that assistance with DBE Reporting shall not be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

PROJECT PRE-DESIGN

FAA Safety Management System (SMS) Meetings. It is anticipated that SMS Meetings shall not be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Pre-Design Meeting. Upon execution of the Agreement, the Engineer shall coordinate a pre-design meeting to be held at the Fairmont Municipal Airport with the Owner, Engineer and other stakeholders to define the project requirements and schedule. It is anticipated that the following design staff members shall attend the pre-design meeting:

- Project Manager (Engineer III)

Assist with Preliminary FAA Reimbursable Agreement. It is anticipated that a FAA Reimbursable Agreement shall not be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Site Visit, Investigations and Data Collection. The Engineer shall investigate existing conditions through site visits and as-built drawings supplied by the Owner, to determine scope of work and effects on design construction. The Engineer shall compile existing data, including existing and proposed utility data, required to develop the project current conditions and to form the basis for design. It is assumed that the Engineer shall not perform any subsurface investigations to verify the locations of underground utilities. The utility investigation shall be based on as-built documentation provided by the Owner, plus topographic survey information of surface features gathered by the Engineer. The Engineer shall advise the Owner as to the necessity of obtaining additional information related to the site, necessary for purposes of design.

Coordinate Preliminary Soils Investigation. Solicitation and coordination of soils borings is included in the Detailed Scope of Services.

Preliminary Materials Investigation. It is anticipated that Preliminary Local Materials Investigations shall not be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Preliminary Survey and Base Map Preparation. The Engineer shall conduct any additional topographic ground survey of the project area as needed.

Develop Project Justification. The Engineer shall develop the appropriate project justification to obtain federal funding based on the applicable FAA Advisory Circulars and AIP Handbook.

Develop and Submit Environmental Checklist. Environmental services for this project are included in a previous agreement. As a result, no effort has been included in this Detailed Scope of Services for this task.

Application for Federal Assistance. The Engineer shall assist the City of Fairmont with preparing the FAA Application for Federal Assistance for submittal.

Analysis of FAA Standards. The Engineer shall review the current applicable FAA standards and prepare a list of deficiencies to be addressed by the project design.

Complete Pavement Design / Life Cycle Cost Analysis. The Engineer shall prepare the preliminary pavement design in conformance with FAA Advisory Circular (AC) 150/5300-13A, Airport Design and FAA AC 150/5320-6F Airport Pavement Design and Evaluation. Local material suppliers, sources and Contractors shall be contacted regarding any local areas of material concerns.

The Engineer shall complete preliminary pavement design section alternatives for the proposed section to include an initial cost analysis, life-cycle cost analysis, and analysis of locally available resources for each alternative. A recommendation of preferred pavement section shall be included.

Engineering Design Report. The Engineer shall complete and submit to the FAA an Engineering Design Report in accordance with FAA criteria. The report shall include a summary of the project, photographs of the site, life-cycle cost analysis, design standards, environmental protection, soils and grading, drainage, pavement design, material availability, pavement marking, electrical design analysis, non-AIP work, Engineer's construction cost estimate, modifications to FAA standards as applicable, airport operational safety, and associated work items.

Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP). The Engineer shall prepare a preliminary estimate of construction costs. Construction costs shall be developed based on historical local bid documentation, local suppliers and material availability. Updates shall be made to the ACIP as necessary.

Update Airport Layout Plan (ALP) Drawings. The Engineer shall update the ALP Sheet 4 – Terminal Area Plan based on project impacts and submit to the Owner and FAA for approval.

Develop DBE Plan. The Engineer shall prepare a three-year Disadvantaged Business Enterprise (DBE) Plan for FAA FY-2019-2021 for the proposed construction project to meet FAA requirements, DBE goal will be developed and submitted to the FAA Office of Civil Rights for approval.

Pre-Design Internal Document Review. The Engineer shall conduct a review of pre-design documents to verify findings are consistent with the pre-project assumptions and notify the Owner of any areas of concern or with any necessary Detailed Scope of Services revisions required.

PRELIMINARY PLANS AND SPECIFICATIONS

Assist with Final FAA Reimbursable Agreement. It is anticipated that a FAA Reimbursable Agreement shall not be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Coordination with FAA Technical Operations Personnel. It is anticipated that Coordination with FAA Technical Operations Personnel shall not be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Complete Pavement Design. The Engineer shall complete the final pavement design once FAA comments have been received and addressed.

Develop Project Geometries. The Engineer shall develop the preliminary horizontal and vertical geometry evaluations for the airfield improvements. The evaluation shall consider applicable airfield critical areas and aircraft movement operations. The evaluation shall consider all known future airfield improvement projects.

Prepare Structural Design. The Engineer shall prepare the structural design and design calculation package for submittal to the City of Fairmont for the hangar footings, foundation and slab on grade for a pre-fabricated metal hangar. Design and design calculation package for the other hangar components shall be provided by the pre-fabricated metal hangar supplier, not the Engineer.

- Design will be based on the 2012 IBC with State of Minnesota and City of Fairmont amendments.
- Perform a structural code review for the hangar.
- Foundation design will be based on a geotechnical engineering report for the site to be provided by KLJ's geotechnical engineering subconsultant. KLJ will coordinate foundation loads with geotechnical engineer to assist in recommendations for the hangar foundation.
- Perform a preliminary foundation design for the hangar to be used for bidding purposes. The foundation design will be finalized and revised once a pre-fabricated metal hangar supplier has been selected and shop drawings have been provided to KLJ for review and approval.
 - Foundation will consist of:
 - Concrete piers and pad footings at hangar columns.
 - Concrete foundation walls and strip footings at hangar perimeter.
 - Interior slab on grade design.
- The design of the hangar components will be performed by others.

- Structural plans will include general notes and special inspections for the foundation, foundation plans and foundation details.
- Structural technical specifications will include cast-in-place concrete, excavation for structures, fill for structures, and metal building systems.
- KLJ will provide structural plans and technical specifications for two submittals: preliminary and final.
- Coordination with A/E team as required to complete the construction documents.
- Review of metal hangar shop drawings and calculation to finalize foundation plans prior to construction.
- Preparation of structural calculation package to be submitted to the City of Fairmont with building permit and plan review application.

Prepare Electrical Design. The Engineer shall prepare the electrical design for the proposed hangar.

- Design will be based on the latest adopted National Electrical Code (NEC) by the State of MN.
- Perform lighting analysis for hangar bay units.
- Perform service loading calculations meeting NEC requirements.
- Power overhead doors.
- Coordinate with local utility company on providing a new electrical service for the proposed hangar.
- KLJ will provide electrical plans and technical specifications for two submittals: preliminary and final.
- Coordination with A/E team as required to complete the construction documents.

Prepare Subsurface Drainage Design. The Engineer shall evaluate subsurface drainage options and incorporate them into the design as applicable.

Develop Site Grading Plan. The Engineer shall develop the site grading plan and evaluate borrow or waste source locations as applicable.

Prepare Storm Drainage Design. The Engineer shall review existing drainage studies developed for the Airport and surrounding area to evaluate existing drainage patterns and systems. The Engineer shall conduct required analysis for the design of drainage improvements associated with the project in accordance with FAA AC 150/5320-5D, Airport Drainage Design and applicable local drainage design requirements.

Prepare Erosion Control Plan. The Engineer shall prepare an erosion control plan for the proposed construction. The Engineer shall investigate the requirements and include applicable local permitting requirements.

Prepare Airfield Lighting and Signage Design. It is anticipated that no airfield lighting or signage shall be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Prepare Lighting (Area) Plan. It is anticipated that no area lighting plan shall be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Prepare Utility Plan. The Engineer shall evaluate existing utility information and identify utilities which require relocation or lowering as a result of the proposed project. Utility ownership identification and coordination with utility owners shall be completed to discuss project specific details.

Preliminary Plan Sheets. The Engineer shall prepare two (2) plan sets to address the necessary improvements and to depict the preliminary design elements. Two plan sets are required as the bidding & construction of the Hangar Project and Taxilane Project are scheduled for different years. The plan sets are to include the following drawings:

Hangar Construction Plan Set

- Cover Sheet
- Sheet Index
- Project Work Description and Basis of Estimate
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details and Notes
- Erosion Control Plan and Details
- Existing Utility Plan
- Grading and Drainage Plan
- Civil Plan Notes

- Architectural Plan Sheets (No hours included in Attachment B as effort is included in subcontract)
- Structural Plan Notes and Special Inspections
- Foundation Plan
- Foundation Details
- Electrical Site Plan
- Electrical Lighting Plan
- Electrical Power Plan
- Electrical Schedules
- Electrical Details

Taxilane Construction Plan Set

- Cover Sheet
- Sheet Index
- Project Work Description and Basis of Estimate
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details and Notes
- Erosion Control Plan and Details
- Existing Utility Plan
- Demolition Plan and Notes
- Typical Pavement Sections
- Grading and Drainage Plan
- Underdrain Layouts and Details
- Paving Layouts and Details
- Pavement Marking Plan
- Pavement Marking Details
- Civil Plan Notes

Subconsultant Coordination. The Engineer shall coordinate the applicable subconsultant tasks to support the agreed Detailed Scope of Services and the Engineer's Agreement with the Owner.

Prepare Preliminary Contract Documents. The Engineer shall prepare two (2) sets of preliminary contract documents. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law. The Engineer shall use contract provisions prepared for the Owner and modify as applicable for this project. Documents to include consist of the following:

- Notice to All Bidders – Bid Rigging
- Limitation on Use of Contract Funds for Lobbying
- Federal Aid Project Notice
- Notice to Bidders - Suspensions/Debarments
- Advertisement for Bids
- Instruction to Bidders
- Bid Proposal
- DBE Form C
- Construction Contract Notification
- Safety Plan Compliance Document
- Agreement Between Owner and Contractor
- Federal Contract Provisions
- Federally Funded Construction Contracts Division A – Labor
- Notice to Bidders – Traffic Control Prevailing Wage Coverage
- MNDOT Prevailing Wage Payroll Report
- Federal Wage Rates
- MN Department of Labor and Industry Prevailing Wages for State Funded Construction Projects
- Notice of Certification of Truck Rental Rates
- MN Report on Jobs
- Notice to Bidders – Prompt Payment

- Responsible Contractor Verification and Certification of Compliance
- EEO Special Provisions
- Non-Collusion Affidavit
- Withholding Affidavit for Contractors
- Construction Stormwater Permit Overview
- Application for General Stormwater Permit for Construction Activity (MN R100001)
- Notice of Termination/Permit Modification Form
- Final Review and Acceptance Document
- FAA General Provisions
- Local and State Special Provisions

Prepare Technical Specifications. The Engineer shall prepare two (2) sets of preliminary technical specifications for the identified items of work. Specifications to be used shall reference FAA Advisory Circular 150/5370-10G, Standards for Specifying Construction of Airports and any applicable FAA Regional Guidance.

Prepare Modification to Standards Request. Based on the preliminary design, the Engineer shall prepare the necessary documentation for the applicable Modification to Standards to be submitted to the FAA for approval.

Prepare Preliminary Estimate of Construction Cost. The Engineer shall prepare a preliminary estimate of construction costs for two (2) separate construction projects. Construction costs shall be developed based on research of local suppliers and material availability and recent bid tabulations for similar work in the region.

Prepare Preliminary Construction Schedule. The Engineer shall prepare a preliminary schedule of construction activities for two (2) separate construction projects based on the preliminary phasing plan with construction durations based on average production rates for completion of the major project work elements.

Update Signage and Marking Plan. It is anticipated that a Signage and Marking Plan shall not be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Preliminary Internal Plans and Specifications Review. The Engineer shall conduct an internal preliminary plans and specifications review of the design completed in the Preliminary Engineering Phase of the project for two (2) separate construction projects.

Preliminary Design Review Meeting with Owner. The Engineer shall conduct a preliminary design review at the 30% design completion stage for each separate construction project with the Owner to obtain comments on the preliminary design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the preliminary design review meeting:

- Project Manager (Engineer III)

Periodic Owner Meetings. It is anticipated that the Engineer shall attend two (2) miscellaneous meeting to coordinate preliminary design activities and issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meetings:

- Project Manager (Engineer III)

Periodic Agency Meetings. It is anticipated that the Engineer shall attend two (2) miscellaneous teleconference meetings to coordinate preliminary design activities and issues with the Agency. It is anticipated the following staff members shall attend the periodic agency meetings:

- Project Manager (Engineer III)

FINAL PLANS AND SPECIFICATIONS

Prepare Engineer's Responses to Review Comments. The Engineer shall provide a written statement summarizing the review comments to include justification for items to remain and the applicable action on areas of design modification for two (2) separate construction projects.

Prepare Final Plans. The Engineer shall complete the development of the drawings to 90% completion for two (2) plan sets, which is intended to be a complete set in pending final review and approval by the Owner.

Prepare Final Contract Documents / Technical Specifications. The Engineer shall complete the development of the specifications to 90% completion for two (2) separate construction projects, which is intended to be a complete set in pending final review and approval by the Owner.

Prepare Final Construction Safety and Phasing Plan. The Engineer shall finalize the Construction Safety Phasing Plan to include airside traffic control plan and submit the plan to the FAA for review and approval for two (2) separate construction projects.

Update Final Quantities and Construction Cost Estimate. The Engineer shall update the opinion of construction costs and determine the bid schedule of work for two (2) construction projects.

Prepare Engineering Design Report Supplement. The Engineer shall prepare a supplement to the Engineering Design report as applicable for modifications made during the final design process for submittal to the FAA for approval.

Update Construction Schedule. The Engineer shall finalize the construction schedule for use in the contract documents for two (2) separate construction projects.

FAA Plans and Specifications Review. The Engineer will submit and coordinate with the FAA ADO on a review of the 90% plans and specifications for two (2) plan sets.

Final Internal Plans and Specifications Review. The Engineer shall conduct an internal final plans and specifications review of the design completed in the Final Engineering Phase of the project for two (2) plan sets.

Final Plans and Specifications Revisions. The Engineer shall complete the development of the drawings to 100% completion, which is intended to be a complete set in pending final review and approval by the Owner.

Final Design Review Meeting With Owner. The Engineer shall conduct a final design review at the 90% design completion stage with the Owner to obtain comments on the final design for two (2) plan sets. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the final review meeting:

- Project Manager (Engineer III)

Periodic Owner Meetings. It is anticipated that the Engineer shall attend two (2) miscellaneous meetings to coordinate final design activities and issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meetings:

- Project Manager (Engineer III)

Periodic Agency Meetings. It is anticipated that the Engineer shall attend two (2) miscellaneous teleconference meetings to coordinate final design activities and issues with the Agency. It is anticipated the following staff members shall attend the periodic agency meetings:

- Project Manager (Engineer III)

BIDDING SERVICES. Bidding Services are NOT included in this Scope of Services and will be included in a future Task Order.

CONSTRUCTION ADMINISTRATION. Construction Administration Services are NOT included in this Scope of Services and will be included in a future Task Order.

CONSTRUCTION OBSERVATION. Construction Observation Services are NOT included in this Scope of Services and will be included in a future Task Order.

AERONAUTICAL SURVEY SERVICES. Aeronautical Survey Services are NOT included in this Scope of Services and will be included in a future Task Order.

FAA PROJECT CLOSEOUT REPORT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has identified Jake Braunagel, PE as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services, the project manager shall address them with the Owner.

The Engineer shall perform the following closeout items per the requirements of the FAA:

Obtain Cancelled Warrants. Obtain grant outlay documentation from MnDOT Aeronautics. Prepare final outlay request for final grant payment and required acceptance forms.

Prepare DBE Summary Report. It is anticipated that no DBE Summary Report shall be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Prepare Executive Summary. The Engineer shall prepare an Executive Summary of the project.

Prepare Quantity Revision Summary. It is anticipated that no Quantity Revision Summary shall be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Prepare Record Drawing ALP Update. It is anticipated that no Record Drawing ALP Update shall be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Exhibit A Update. It is anticipated that no Exhibit A Update shall be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Prepare Record Drawings. It is anticipated that no Record Drawings shall be required as part of this project. As a result, no effort has been included in this Detailed Scope of Services for this task.

Prepare Closeout Report Document. Once MnDOT Aeronautics and the FAA have approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

OWNER'S RESPONSIBILITIES

Project Representative. The Owner shall designate a Project Representative with authority to administer the Engineer's consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner's Project Representative.

Submittal Reviews. The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer's work.

FAA Grant Coordination / Reimbursement Processing. The Owner shall prepare the Request for Reimbursement during the project.

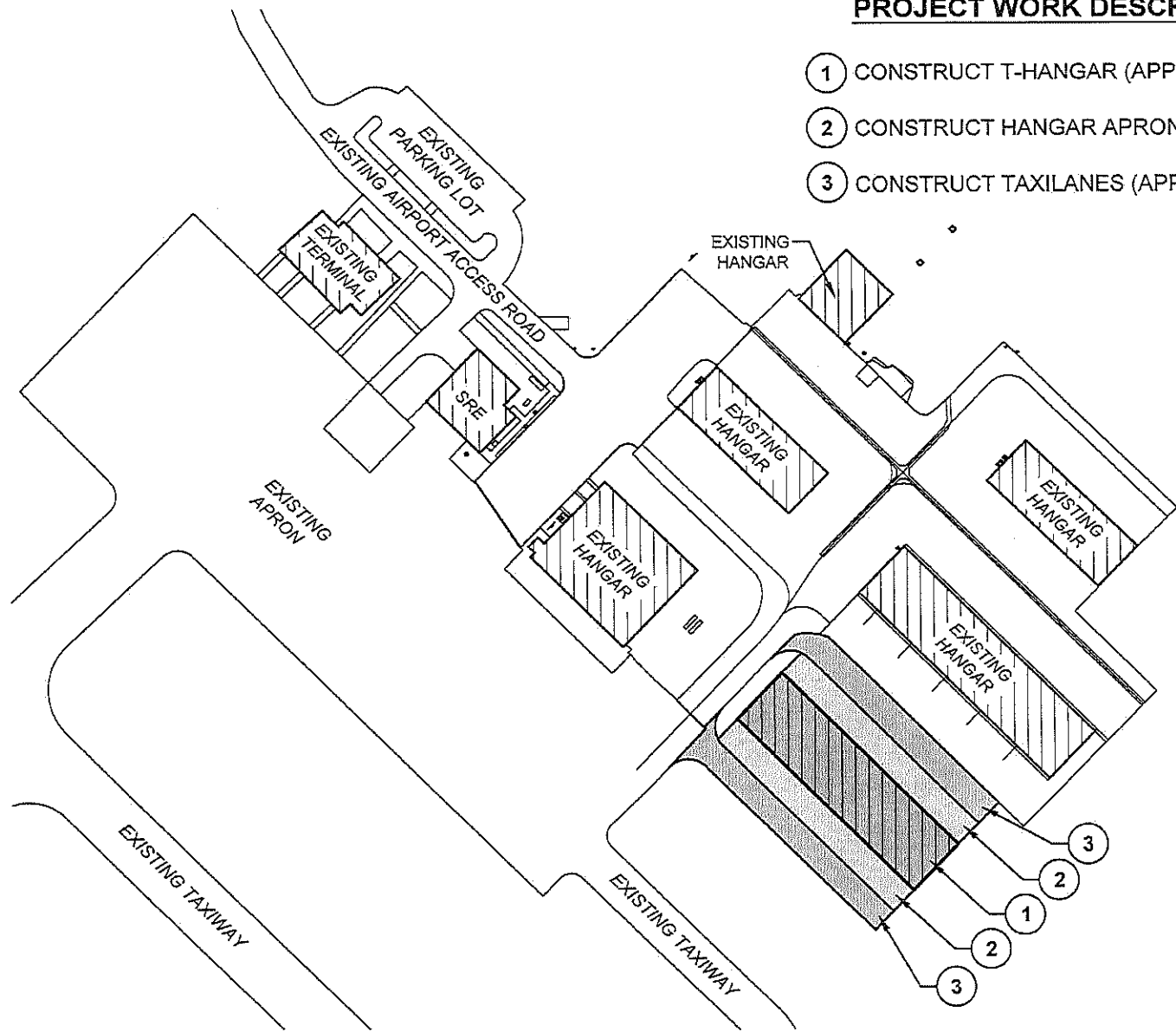
Historical Information. The Owner shall furnish the Engineer one copy of As-Built drawings, maps, records, surveys, reports, preliminary designs, etc. that are pertinent to the project.

Agreement Between Owner and Contractor. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.

Disadvantaged Business Enterprise (DBE) Plan. The Owner shall work with the Engineer to develop an approved DBE Plan.

PROJECT WORK DESCRIPTION

- ① CONSTRUCT T-HANGAR (APPROX. 230'x60') - DESIGN
- ② CONSTRUCT HANGAR APRONS (APPROX. 230' X 30' EA.) - DESIGN
- ③ CONSTRUCT TAXILANES (APPROX. 260'x25' EA.) - DESIGN



DRAFTED BY: AJG
 REVIEWED BY: JJB
 PROJECT NO: 141217112
 REVISED DATE: 01/24/2018

**FAIRMONT MUNICIPAL AIRPORT
 PROJECT WORK DESCRIPTION
 DETAILED SCOPE OF SERVICES**



REGULAR MEETING MINUTES
City Hall – 2nd Floor Conference Room
March 12, 2018 at 4:30 pm

Members Present: Andy Noll, Rich Johnson, Bruce Peters, Tom Hawkins, Bill Crawford, Amy Long and Wendy Voss
Members Absent: none
Others Present: Judy Bryan, Fairmont Sentinel; Rod Halverson, KFMC/KSUM; Kandi Menne, Fairmont Area Chamber; and Linsey Preuss, Economic Development Coordinator

1.0 Opening -

1.1 Welcome/Call to Order

Vice Chairman Crawford called the meeting to order at 4:30 p.m.

1.2 Approval of Agenda

Preuss requested the removal of 2.2.2 Revolving Loan Fund as the Loan Committee has not been able to review it yet. **Peters made the motion to approve the agenda with the change. The motion was seconded by Crawford and carried unanimously.**

2.0 'Business Oversight/Responsibilities'

2.1 Consent Agenda

Crawford made the motion to approve the consent agenda including the minutes of February 12, 2018; the Treasurer's Report; and the Monthly Staff Report for February 2018. The motion was seconded by Johnson and carried unanimously.

2.2 Actions Taken or Related to Progress/Status Reports

2.2.1 ACE Funding Request

Kandi Menne from the Fairmont Area Chamber of Commerce requested sponsorship for the 2018 ACE Event. She stated this event is already slated to include 12 schools and 665 sophomores and is fully funded through sponsorship and donations. **Peters made the motion to approve sponsorship of the 2018 ACE event in the amount of \$1,500. The motion was seconded by Crawford and carried unanimously.**

2.2.3 Childcare Conversation

Preuss stated that she intends to keep this issue on the agenda as long as necessary and reports that the committee has met and is looking at options.

2.2.4 Visit Fairmont – Visitor’s Profile Request

Stephanie Busiahn was present at the February meeting where she made a presentation and asked for support in the amount of \$5,000 to be used to about a \$25,000 Visitor’s Profile. **After discussion, Peters makes the motion to approve \$5,000 to the Visit Fairmont for the Visitor’s Profile. The motion was seconded by Hawkins and carried unanimously.**

2.2.5 BDPI Grant Application Progress

Preuss stated her intention to maintain flexibility on the grant application in order to best obtain State support. The board agreed.

2.2.6 MN Building Code Seminar Handout

The packet included a flyer for the building code seminar. The board was encouraged to attend.

3.0 Strategic Conversations (& “Education” when appropriate)

3.1 Review of Annual Report :

Preuss reviewed the 2017 Annual Report and stated she will present the report at City Council and any other entity who is interested in hearing about 2017 progress.

4.0 Meeting Wrap-Up

4.1 Review Actions to be Taken

1. Follow up with ACE and Visitor’s Profile

4.2 Meeting Evaluation – Rating of 1-5

Andy Noll - 5

Rich Johnson – 5

Tom Hawkins – 5

Wendy Voss – 5

Bruce Peters – 4

Bill Crawford – 5

Amy Long - 5

Adjourn – Next Regular Meeting: April 9, 2018

With no further business to come before the board, Peters made the motion to adjourn the meeting at 5:20. The motion was seconded by Voss and carried unanimously.

Respectfully submitted:

Linsey Preuss
Economic Development Coordinator

PARK BOARD MEETING

Meeting Minutes
Tuesday, April 17, 2017
5:00 p.m.

Board Members Present:

Vicky Schulte
 Jodie Whitmore
 Craig Nelson
 Monica Shelgren
 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)

Called the meeting to order at 5:00 p.m.

A motion was made by Jodie Whitmore to approve the minutes of November 21, 2017 as presented. The motion was seconded by Craig Nelson and carried.

Monthly update: Troy Nemmers and Nick Lardy provided an update. Arbor Day is April 27th at Charlotte Park, 1:30 p.m. Discussed cost evaluations on Lincoln Park Shelter as requested last fall.

CER update: Roni Dauer provided an update on all the current programs. Hoping to start softball May 9th and volleyball June 1st. Lots of challenges this spring with the weather.

Old Business:

- a. Staff gave a brief update on Disc Golf Course updates.
- b. Board had a discussion of Adventure Playground status.

New Business:

- a. Discussion about 2019 Garden Tour by Moss Group being in Lincoln Park – June 26, 2019.

Other discussion: None.

A motion was made by Jodie Whitmore to adjourn the meeting at 5:30 p.m. The motion was seconded by Craig Nelson and carried.

Respectfully submitted,

Troy Nemmers, PE
Public Works Director/City Engineer