FAIRMONT CITY COUNCIL AGENDA

1. CALL TO ORDER -

- Regular meeting of the Fairmont City Council held on

MONDAY, OCTOBER 8, 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, September 24, 2018 **(01-03)**

7. OPEN DISCUSSION

8. RECOGNITIONS/PRESENTATIONS -

8.1 Presentation by First Children's Finance **(04)**

9. SCHEDULED HEARINGS –

10. ADMINISTRATIVE APPEALS –

11. FINANCIAL REPORTS –

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

13. LICENSES AND PERMITS –

13.1 Event Permit Fairmont Glows Parade **(05)**

13.1a Application and map **(06-08)**

14. OLD BUSINESS –

15. NEW BUSINESS –

15.1 Ordinance Amendment, Section 26-556 Drainage **(09)**

15.1a Public Hearing Notice **(10)**
15.1b Memo to Planning Commission **(11)**
15.1c Planning Commission Minutes – October 2, 2018 **(12-13)**
15.1d Draft Ordinance 2018-17 **(14)**

15.2 City Attorney's Performance Evaluation **(15)**

15.3 Sale of Tax Forfeited Property **(16)**

15.3a County Notice **(17)**
15.3b Parcel Information **(18)**
15.3c Resolution 2018-33 **(19)**

15.4 Margaret Street Trail Extension Professional Service Agreement **(20)**

15.4a Agreement for Professional Services **(21-39)**

15.5 Verizon small cell collocation supplements **(40)**

15.5a SC-1 Supplemental agreement (one of five) **(41-44)**
15.5b Spreadsheet summary **(45)**

16. REGULAR AND LIQUOR DISPENSARY BILLS –

17. STATUS REPORTS/COUNCIL/STAFF INFORMATION

18. ADJOURNMENT –

ADDITIONAL ATTACHMENTS –

The minutes of the Fairmont City Council meeting held on Monday, September 24, 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 and Jim Zarling were present. Council Member Bruce Peters was absent. 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 Chief of Police Mike Hunter.

It was moved by Council Member Cyphers to approve the agenda as presented. Council Member Hawkins 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 September 10, 2018.

Mayor Foster proclaimed October 15, 2018 to be Pregnancy and Infants Loss Remembrance Day in the City of Fairmont.

Council Member Hasek made a motion to approve an Event Permit allowing Day Street to be blocked off between Albion Avenue and Redwood Drive for an auction on Saturday, October 20, 2018 from 6:00 a.m. until approximately 7:00 p.m. Council Member Hawkins seconded the motion and the motion carried.

Council Member Hawkins made a motion to approve demolition assistance for Unke, Inc. at 50% of the actual cost of $4,341.00 to demolish the property located at 500 Lake Avenue. Council Member Hasek seconded the motion and the motion carried.

Council Member Cyphers made a motion to approve **Resolution 2018-29**, authorizing the Mayor and City Clerk to sign MNDOT Grant Agreement #1032092 for Hangar & Taxi-lane Construction (Phase 1) Design Only. Council Member Zarling seconded the motion. On roll call: Council Members Zarling, Cyphers, Hasek and Hawkins all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Cyphers made a motion to approve the Disadvantaged Business Enterprise (DBE) program for the municipal airport and authorize the Mayor to sign the policy statement. Council Member Hawkins seconded the motion and the motion carried.

Steve Hawkins, Amy Long and Brandon Edmundson, Members of the Community Center Committee gave background history of the work done by the Community Center Committee and a summary of the Community Center Business Plan.

Council Member Zarling made a motion to allocate $600,00.00 of the local option sales tax to the Community Center. Council Member Cyphers seconded the motion. Much discussion was held. Council Member Zarling made a subsidiary motion to delay for 60 days the consideration of the allocation of the local option sales tax to the Community Center until the budget meeting in December, to allow time for a public forum on the Community Center. Council Member Hasek seconded the motion. After much discussion, Mayor Foster called the question. On roll

call vote: Council Members Zarling and Hasek voted aye. Council Members Hawkins and Cyphers voted nay. Mayor Foster voted nay and declared said motion failed. The original motion was restated, to allocate $600,000.00 of the local option sales tax to the Community Center annually. On roll call: Council Members Zarling and Hasek voted nay. Council Members Hawkins and Cyphers voted aye. Mayor Foster voted aye, declaring said motion passed.

Council Member Zarling made a motion declaring that the Community Center financial support is not eligible for Liquor Store funding. Council Member Hawkins seconded the motion and the motion carried.

Council Member Zarling made a motion to approve **Resolution 2018-30**, a resolution committing $14,000,000.00 for the construction of a Community Center when the Community Center Committee has raised an additional $10,700,000.00 pledged to the construction of the Community Center. Council Member Cyphers seconded the motion. Much discussion was held. Council Member Zarling made a subsidiary motion to delay for 60 days the consideration of **Resolution 2018-30** until the citizens can have their questions about the Community Center answered. Council Member Hasek seconded the motion. After much discussion, Mayor Foster called the question. On roll call: Council Members Zarling and Hasek voted aye. Council Members Hawkins and Cyphers voted nay. Mayor Foster voted aye and declared said motion passed.

Council Member Cyphers made a motion to allow Kids Just Want to Have Fun Committee build a mini golf course on City owned property next to the Aquatic Park. Council Member Hawkins seconded the motion and the motion carried.

Finance Director Hoye presented the proposed budget and tax levy for 2019 to the Council. Council Member Zarling made a motion to adopt **Resolution 2018-31**, adopting the proposed tax levy for 2019. Council Member Hawkins seconded the motion. On roll call: Council Members Cyphers, Hasek, Hawkins and Zarling all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Hawkins made a motion to adopt **Resolution 2018-32,** adopting the proposed budget for 2019. Council Member Zarling seconded the motion. On roll call: Council Members Hasek, Hawkins, Zarling and Cyphers all voted aye. No one voted nay. Mayor Foster declared said motion passed.

Council Member Cyphers made a motion to approve the payment of the September 2018 bills in the amount of $822,426.85. Council Member Zarling seconded the motion and the motion carried.

Nemmers thanked the community for the clean up after the storm. He advised that the alternative tree drop off sites will be closed Wednesday morning and citizens should begin using the tree dump site again. The Mayor and all the Council Members thanked the Line Department, Street and Park Departments for their outstanding work after the storm. Humpal thanked all City Staff for their work.

Humpal stated that the City of Fairmont has been reinstated for flood insurance through FEMA. Citizens of Fairmont can now purchase flood insurance.

Cyphers invited all to a learning session about inclusion in our community which is being held October 10th, 1:30-3:00 p.m. in the Fairmont Elementary CER room. This is being brought to Fairmont by Region Nine and a grant.

Cyphers also invited the citizens to an informative meeting being held on Thursday, September 27th at 7:00 p.m. at the Fairmont High School. The meeting is on Vaping.

At 7:30 p.m., the City Council took a ten-minute break before going into closed session pursuant to Minnesota Statute 13D.05, Subd. 3(a) to discuss the City Attorney's performance evaluation.

A motion was made by Council Member Hasek, seconded by Council Member Cyphers and carried to adjourn the meeting at 8:40 p.m.

_____
Deborah J. Foster
Mayor

ATTEST:

_____
Patricia J. Monsen, City Clerk

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

MEETING DATE: October 8, 2018

SUBJECT: Presentation by First Children's Finance

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

X	Petition		Board		Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Linsey Preuss, Economic Development Coordinator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)	X	Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

	City Staff		Board		Commission		Committee

	Issuance		Approval		Authorization		No recommendation
	Denial		Rejection	X	No action needed		

STATEMENT: Jeff Andrews, representative of First Children's Finance will present an update on the current status of child care in the Fairmont area and also talk about what we are doing to alleviate the shortage.

MOTION: None

VOTE REQUIRED: N/A

ATTACHMENTS:

1. _____
2. _____
3. _____

****

Council Action: _____ Date: _____

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

MEETING DATE: October 8, 2018

SUBJECT: Event Permit - Fairmont Glows Parade

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

X	Petition		Board		Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

X	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

X	City Staff		Board		Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: The Fairmont Glows Committee is applying for an Event Permit for the Glow's Parade for November 16, 2018. The parade line-up will begin at Ward Park at 5:15 p.m. with the parade beginning at 6:00 p.m. and ending at Lincoln Park. The Committee is also requesting that Albion Avenue from Webster Street to Woodland Avenue and Tilden from Park Street to Albion Avenue be blocked off, due to traffic and safety concerns for parade participants.

MOTION: To approve the Fairmont Glows' application for a parade permit for the Glows' parade on November 16, 2018.

VOTE REQUIRED: Simple majority

ATTACHMENTS:
1. Application and map
2.

****

Council Action:_____Date:_____

FAIRMONT

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:_____September 25.2018 Permit Fee: $15.00

Event: Glows Parade

Sponsoring entity:_____Fairmont Area Chamber of Commerce

Address:_____323 E Blue Earth Ave Fairmont

Maximum estimated number of persons expected to attend at any one time:_____1000?_____

Event coordinator(s): _____Kandi Menne
Contact Info: 507235.5547 Phone #
info@fairmontchamber.org E-mail

Primary contacts (during event):
Name: Kandi Menne Name_____
Cell#:__507.235.5547 work # ____ Cell#_____
E-mail:_____above _____ E-mail:_____

Event Start: Day/Date November 16, 2018 Time: 5:15 lineup - 6:00 parade
Event End: Day/Date November 16, 2018 Time:7:30 pm
Setup: Day/Date November 15, 2018 Start time: city crew?? End Time:_____
Teardown: Day/Date November 16, 2018 Start time: after parade

1. Type and description of the event and a list of all activities to take place at the event.
   Santa arrives at the airport around 4:00 - parade lineup starts at 5:15 parade route will be the same as in past years - can provide map if necessary.
   _____
   _____
   _____

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. _____PDF attached with email permit request _____
   _____
   _____
   _____
   _____
   _____

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

4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. _____ Yes; ___x__No
   If yes, provide the written plans.

5. Will organizers allow outside food wagon/vendors at the event? ___x__ 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; ___x__ No
   If yes, event coordinator must complete temporary overnight camping permit and submit payment.

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

8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? __x___ 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; ____x_ No
   If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

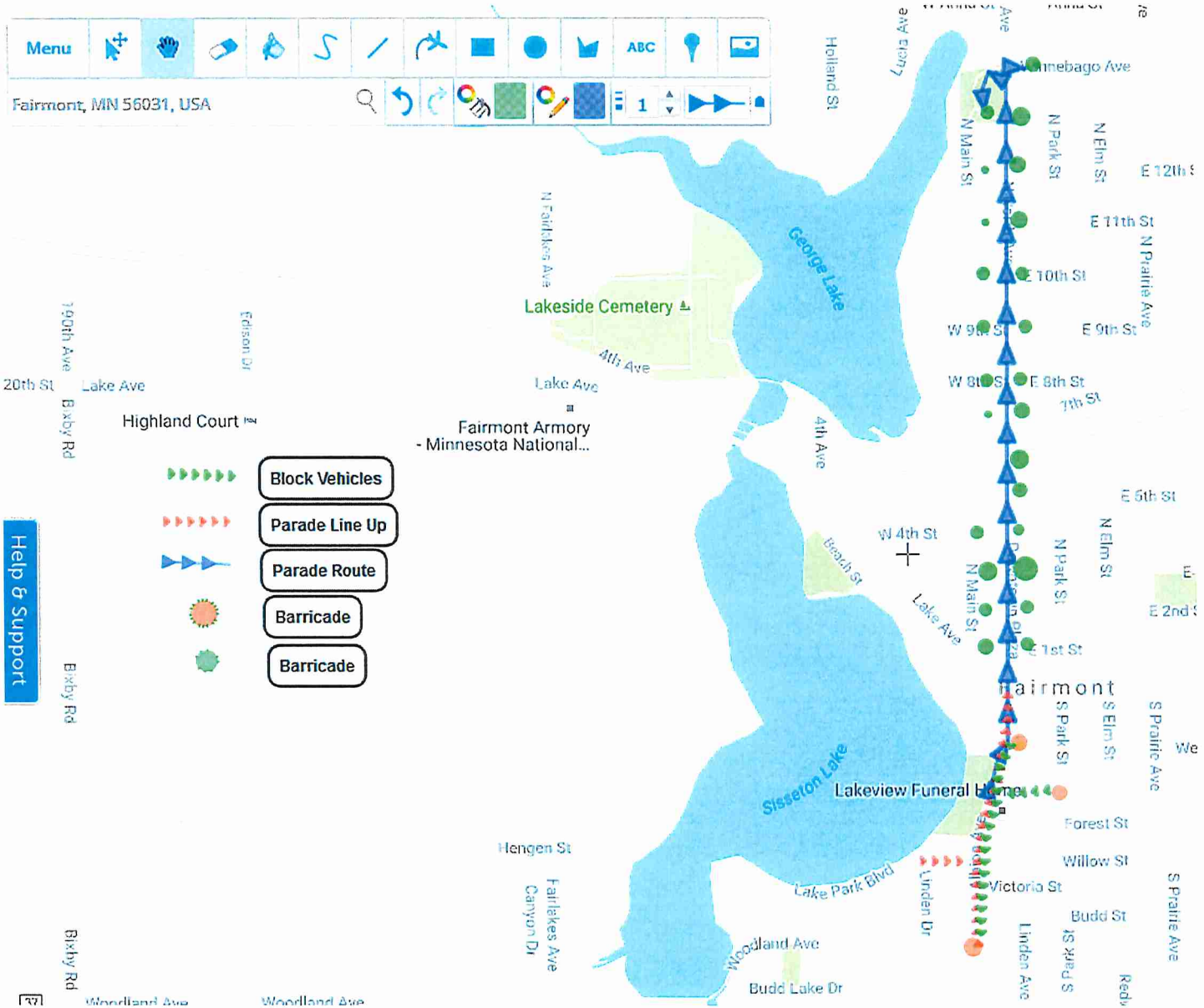
I affirm that I am authorized to execute this application on behalf of the applicant and that the statements contained therein are true and correct to the best of my knowledge. If the special event requires special services provided by the City of Fairmont, the applicant agrees to indemnify, defend and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

Signature Kandi Myers Title____Chamber event coordinator_____ Date__ 9.25.18

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

Office Use Only			
$15.00 Fee Paid	**Date:**	**Received by:**	
Requires Council Approval	X Yes; ____No	**Council Meeting Date:** 10/8/18	**Action:**
City Administrator Approval	**Yes**	**No**	**Date**

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


Menu
Fairmont, MN 56031, USA
Block Vehicles
Parade Line Up
Parade Route
Barricade
Barricade
Help & Support
Highland Court
Fairmont Armory
- Minnesota National...
Lakeside Cemetery
George Lake
Sisseton Lake
Lake Ave
4th Ave
Holland St
N Main St
N Park St
N Elm St
N Prairie Ave
E 12th St
E 11th St
E 10th St
E 9th St
E 8th St
E 5th St
W 4th St
E 2nd St
E 1st St
Fairmont
S Park St
S Elm St
S Prairie Ave
Forest St
Willow St
Victoria St
Budd St
Lake Park Blvd
Linden Dr
Linden Ave
Hengen St
Woodland Ave
Budd Lake Dr
Hairlakes Ave
Canyon Dr
N Fairlakes Ave
Beach St
Bixby Rd
190th Ave
Edison Dr
20th St
Lake Ave
Woodland Ave

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

MEETING DATE: October 8, 2018

SUBJECT: Ordinance Amendment, Section 26-556 Drainage

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board		Staff		Council	X	Commission		Committee

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)	X	Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

	City Staff		Board	X	Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: To continue with zoning code updates and to further clarify the zoning code as it pertains to drainage or discharge, the Planning Commission is recommending the attached zoning code amendment. This language is consistent with the City's new Stormwater Management Ordinance that was adopted in early 2018.

MOTION: To set a public hearing for October 22, 2018 to discuss Ordinance 2018-17.

VOTE REQUIRED: Simple majority

ATTACHMENTS:
1. Public Hearing Notice
2. Memo to Planning Commission
3. Planning Commission Minutes- October 2, 2018
4. Draft Ordinance 2018-17

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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 2018-17, an Ordinance amending City Code Chapter 26 Zoning, Article VII Performance Standards, Section 26-556 Drainage as follows:

Sec. 26-556. - Drainage.

(a) No land shall be developed, and no use shall be permitted that results in water run-off causing flooding or erosion on adjacent properties. Such runoff shall be properly channeled into a storm drain, water course, ponding area or other suitable facility. Improvements resulting in increased surface run-off may be required to comply with the City's Stormwater Management Ordinance – Article IX.

(b) Water being discharged by sump pumps, downspouts, or other conduits shall be discharged on the property from which it is originated or be directed to the nearest street or storm sewer without crossing neighboring properties. Water directed over sidewalks or onto adjacent properties shall not cause a nuisance condition for the property owner or the general public.

You are further notified said hearing will be held in the **City Council Chambers of City Hall**, 100 Downtown Plaza, Fairmont, Minnesota on Monday, October 22, 2018 at 5:30 p.m.

BY ORDER OF THE CITY OF FAIRMONT

/s/ Patricia J. Monsen
Patricia J. Monsen, City Clerk

FAIRMONT T.M.

CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031
Phone (507) 238-9461 www.fairmont.org Fax (507) 238-9469

TO: **Planning Comission Members**
FROM: Megan Boeck, Planner/Code Enforcement Technician
DATE: August 28, 2018
RE: Ordinance Amendment – Section 26.556 Drainage

In order to continue with zoning code updates and to futher clarify the zoning code as it pertains to drainage or discharge, staff is recommending the attached ordinance amendment.

Currently, our zoning code does not address how water should be properly discharged from a property. This language is consistent with the City's new Stormwater Management Ordinance that was adopted in early 2018.

A public hearing has been posted in regards to this amendment and a draft code amendment (attached) has been prepared for approval at the next regularly scheduled City Council meeting.

Please let me know if you have any additional questions.

_____
Megan Boeck, Planner/Code Enforcement Technician

MINUTES OF THE FAIRMONT PLANNING COMMISSION

Regular Meeting
October 2, 2015
5:30 p.m. City Hall Council Chambers

Members present: Ian Bents, Jordan Lapman, Ed Willett, Tom Lytle and Council liaison Tom Hawkins.
Members absent: Margaret Dillard and Scott Unke.
Others present: City Administrator Mike Humpal and Planner/Code Enforcement Technician Megan Boeck.

Chairman Bents called the meeting to order at 5:30 pm.

Agenda Approval: Motion by Lapman and second by Willett to approve the October 2, 2018 meeting agenda as presented. Motion carried.

Minutes: Motion by Lapman and second by Willett to approve the July 10, 2018 meeting minutes as presented. Motion carried.

Public Hearing—Conditional Use Permit, 211 Budd Steet: Boeck stated that St. Paul Lutheran Church has applied for a Conditional Use Permit for an electronic messaging sign. Boeck also stated that the new sign will not exceed 32 sq ft in size and will be setback properly from the right of way. Lastly, Boeck stated that the Planning Commission has approved other CUP applications for electronic messaging signs similar to what is being proposed.

Chairman Bentz opened the hearing to the public.

Bob Charnecki, 500 Albion Ave, stated that he finds the proposed sign to be a distraction and a safety concern.

Jim Utermarck, 117 Lake Park Place, stated that traffic control and speed along Albion Ave is already an issue and the sign could add to that problem.

Darren Johnson, 411 Albion Ave, stated that his residence is directly across from the proposed sign location. Johnson also stated that he is not in favor of the proposed sign because of the distraction it will create and also because of the brightness at night. Lastly, Johnson stated that he acknowledges that the church needs a new sign but feels there are other options available.

Motion by Bentz and second by Lytle to close the hearing to the public. Chairman Bentz stated that he is uncomfortable with the location of the sign in proximity to other residences. Motion by Willett and second by Lytle to deny the Conditional Use Permit for 211 Budd Street. Motion carried.

Public Hearing—Ordinance Amendment Section 26.556 Drainage

Boeck stated that in order to continue with zoning code updates and to further clarify the zoning code as it pertains to drainage or discharge, staff is recommending amendment to Section 26.556 Drainage. Boeck also stated that the language proposed is consistent with the City's new Stormwater Management Ordinance that was adopted in early 2018.

Chairman Bentz opened the hearing to the public. Hearing no comments, motion by Lapman and second by Lytle to close the hearing to the public.

Motion by Lytle and second by Lapman to approve ordinance amendment as written. Motion carried.

Public Hearing—Preliminary and Final Plat Nasby Subdivision
Boeck stated that the Nasby Subdivision is less than fives acres and required platting before it could be subdivided and recorded. Boeck also stated that every attempt to reduce the number of non-conformities was made in part of the application process. Lastly, Boeck stated that the proposed subdivision meets all the requirements of Section 24-66 through 24-93.

Chairman Bentz opened the meeting to the public. Hearing no comments, motion by Willett and second by Lapman to close the meeting to the public.

Motion by Bentz and second by Lytle to approve the Preliminary and Final Plat Nasby Subdivision as presented. Motion carried.

Comprehensive Plan Update—Goals, Objectives and Visioning Worksheet
Boeck stated that the purpose of the Goals, Objectives and Visioning Worksheet was to determine general goal development and prioritization and to also identify more specific objectives. Boeck also stated that the Planning Commissions results will be tallied with a number of other stakeholder groups and presented at the next steering committee meeting.

Adjournment: Motion by Lapman and second by Willett to adjourn the meeting at 6:22 pm. Motion carried.

Respectfully submitted,

Megan Boeck
Planner/Code Enforcement Technician

ORDINANCE 2018-17

AMENDING FAIRMONT CITY CODE CHAPTER 26 ZONING, ARTICLE VII PERFORMANCE STANDARDS

WHEREAS, after review of Fairmont City Code Chapter 26 Zoning, Article VII Performance Standards, Section 26-556 Drainage it was determined that changes should be made to update and clarify language in the zoning code as it pertains to water drainage.

NOW THEREFORE THE CITY OF FAIRMONT DOES ORDAIN, that Fairmont City Code Chapter 26 Zoning, Article VII Performance Standards, Section 26-556 Drainage be amended as follows:

Sec. 26-556. - Drainage.

(a) No land shall be developed, and no use shall be permitted that results in water run-off causing flooding or erosion on adjacent properties. Such runoff shall be properly channeled into a storm drain, water course, ponding area or other suitable facility. Improvements resulting in increased surface run-off may be required to comply with the City's Stormwater Management Ordinance – Article IX.

(b) Water being discharged by sump pumps, downspouts, or other conduits shall be discharged on the property from which it is originated or be directed to the nearest street or storm sewer without crossing neighboring properties. Water directed over sidewalks or onto adjacent properties shall not cause a nuisance condition for the property owner or the general public.

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

PASSED, APPROVED AND ADOPTED, this 22nd day of October 2018.

_____
Deborah J. Foster, Mayor

_____
Patricia J. Monsen, City Clerk

1st Reading: October 8, 2018
2nd Reading: October 22, 2018

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 15.2

MEETING DATE: October 8, 2018

SUBJECT: City Attorney's Performance Evaluation

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board		Staff	X	Council		Commission		Committee

SUBJECT BACKGROUND: Mayor Deborah J. Foster

INTRODUCED BY: Mayor Deborah J. Foster

COUNCIL LIAISON:

TYPE OF ACTION:

	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)	X	Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

	City Staff		Board		Commission		Committee

	Issuance		Approval		Authorization		No recommendation
	Denial		Rejection	X	No action needed		

STATEMENT: During a closed session, following the regular meeting on September 24, 2018, the Council met to complete a performance evaluation of the City Attorney. The Council will present a public report on the results of the evaluation at this Council meeting.

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

1. _____
2. _____
3. _____

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Council Action: _____ Date: _____

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 15.3

MEETING DATE: October 8, 2018

SUBJECT: Sale of Tax Forfeited Property

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

X	Petition		Board		Staff		Council		Commission		Committee

SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

	Motion (Voice Vote)	X	Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

X	City Staff		Board		Commission		Committee
	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: Upon notification by the Martin County Auditor/Treasurer of the sale of tax forfeited property, the City may request a sale or conveyance of properties listed for forfeiture to the State of Minnesota for nonpayment of property taxes. The City wishes to request that all of these properties be sold or conveyed to the City of Fairmont for demolition.

MOTION: To approve Resolution 2018-33, requesting a sale or conveyance of properties for sale as tax forfeited property to the City.

VOTE REQUIRED: Simple majority – Roll Call

ATTACHMENTS:
1. County Notice
2. Parcel Information
3. Resolution 2018-33

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Council Action:_____Date:_____

MUNICIPAL APPROVAL OF CLASSIFICATION LETTER

MARTIN COUNTY AUDITOR'S OFFICE

September 25, 2018

Patty Monsen, Clerk
City Council
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

Dear Patty Monsen:

Enclosed is a classification listing of nonconservation land located in your city. The parcel(s) described in the listing forfeited to the State of Minnesota for nonpayment of property taxes. As required under Minn. Stat. § 282.01, we request that you approve the parcel(s) for public auction or auction to adjacent owners. Alternatively, you may request a sale or conveyance to your city.

We require a certified copy of the City Council Resolution authorizing any action taken. If you request that the city obtain the parcel, you must also complete a State Deed Application form and mail it to this office. The State Deed Application form is located on the Minnesota Department of Revenue's website at the following web address:

http://www.revenue.state.mn.us/local_gov/prop_tax_admin/taxcalc/statedeed_app.pdf

Special assessments that were levied before the forfeiture do not need to be certified to this office. They were canceled at forfeiture and will be paid from the sale price. Special assessments that are levied after the forfeiture should be certified to this office. They will be added to the appraised value and paid from the sale price.

Please be advised that if the City Council does not respond within 60 days of the date of this letter, the classification and sale will be deemed to be approved.
If you have any questions, please feel free to contact me at 507.238.3274.

Sincerely,

James Forshee

James Forshee

Martin County Auditor/Treasurer

Jf/kep

CERTIFICATE OF COUNTY BOARD OF CLASSIFICATION OF FORFEITED LAND AS PROVIDED BY CHAPTER 386, LAWS 1935 AMENDED

To the City Council of the **City of Fairmont**,

The Martin County Board of Commissioners of the County of Martin, Minnesota do hereby certify that the parcels of land hereinafter listed are all of the lands located in your city which have been classified by us as non-conservation lands, from the list of lands forfeited to the State of Minnesota for non-payment of taxes for the year or years 2012 & 2014 as provided by Minnesota Statutes 1945, Section 282.01 as amended.

SUBDIVISION	SEC OR LOT	TWP OR BLOCK	APPRAISED VALUE OF LAND	SPECIAL ASSESSMENTS
23.281.0470 Wards	3 & 4	04	$1.00	$8389.00
23.162.1010 Lake George	10	10	$1.00	$0.00
23.269.0740 W & J Addn.	6	06	$1.00	$0.00
23.041.0050 Auditors Plat	AP (ex to Simpson) N½ of 3		$1.00	$1279.48
23.281.0320 Cardwells Extension	1 & part of 2	04	$1.00	$467.23
23.119.0070 Gambles Ext.	52' S104' W½ of blk 7		$1.00	$504.39
23.119.0100 Gambles Ext.	W50' Lot 10	07	$1.00	$0.00

Witness my hand and official seal this 25th day of September, 2018

James Forshee

James Forshee
Martin County Auditor/Treasurer

The foregoing classification and sale is hereby approved.

Dated _____, 2018.

By the City Council of the City of Fairmont

_____

_____

_____

_____

18.

RESOLUTION 2018-33

RESOLUTION APPROVING THE SALE OF NON-CONSERVATION LANDS FOR SALE AS TAX FORFEITED PROPERTY TO THE CITY OF FAIRMONT

WHEREAS, each year the Martin County Auditor/Treasurer sends the City Clerk a listing of properties in the City of Fairmont that are listed as forfeited to the State of Minnesota for non-payment of property taxes; and,

WHEREAS, the City of Fairmont wishes to ask the Martin County Auditor/Treasurer for a sale or conveyance of properties listed for forfeiture to the State of Minnesota for nonpayment of property taxes.

NOW THEREFORE BE IT RESOLVED by the City of Fairmont that the following parcels are classified as non-conservation lands in the City of Fairmont and the City wishes to request a sale or conveyance of the properties listed below to the City:

Parcel Number	Address
23.281.0470	512 Elm Street North, Fairmont, MN 56031
23.162.1010	1206 Elm Street North, Fairmont, MN 56031
23.269.0740	110 Webster Street, Fairmont, MN 56031
23.041.0050	714 North Avenue North, Fairmont, MN 56031
23.281.0320	406 Elm Street North, Fairmont, MN 56031
23.119.0070	606 Prairie Avenue North, Fairmont, MN 56031
23.119.0100	415 6th Street East, Fairmont, MN 56031

This resolution is passed to comply with the provisions of Minn. Stat. §282.01.

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

PASSED, APPROVED AND ADOPTED this 8th day of October, 2018.

_____
Deborah J. Foster, Mayor

ATTEST:

_____
Patricia J. Monsen, City Clerk

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 15.4

MEETING DATE: October 8, 2018

SUBJECT: Margaret Street Trail Extension Professional Services Agreement

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board	X	Staff		Council		Commission		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:

TYPE OF ACTION:

X	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENDED ACTION BY:

X	City Staff		Board		Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: The City requested federal funding in 2016 to construct a trail from 10th street to I-90 (hotel area). This request was granted with the federal funds being available in state FY 2020. Due to some scope changes, the need for a pedestrian bridge, and increased costs, the south project limits have been revised from the original proposal. The new trail extension would begin at Margaret Street and head north across Center Creek and terminate at the original location of Torgerson Drive and TH 15. The grant funds for construction will be available in July 2019. The design for this project needs to start to meet the MNDOT timelines for 2020 construction. Staff is recommending hiring Bolton & Menk to complete the professional design services for this project at a cost of $110,500.

MOTION: To approve a professional services agreement with Bolton & Menk for the design of the Margaret Street trail extension.

VOTE REQUIRED: Simple majority

ATTACHMENTS:
1. Agreement for Professional Services
2.

****

Council Action:_____ Date:_____

AGREEMENT FOR PROFESSIONAL SERVICES
I90 TO MARGARET STREET TRAIL & BRIDGE CONSTRUCTION
FROM MARGARET STREET TO TORGERSON DRIVE
CITY OF FAIRMONT, MINNESOTA

This Agreement, made this _____ day of _____, 2018, by and between the City of Fairmont, 100 Downtown Plaza, Fairmont, MN 56031, hereinafter referred to as CLIENT, and Bolton & Menk, Inc., 1501 South State Street, Suite 100, Fairmont, MN 56031, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT intends to employ professional services required in conjunction with the I90 to Margaret Street Trail Connection in the City of Fairmont, Minnesota, and

WHEREAS, the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform the various Basic Services in connection with the specific project as described in Exhibit I.A.

B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I.B.

C. The CONSULTANT shall serve as the CLIENT'S professional engineering representative as described herein.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited to boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, zoning limitation. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of contract documents and other CONSULTANT services not included in this Agreement.

G. The CLIENT will hire, when requested by the CONSULTANT, an independent testing company to perform laboratory and material testing services, and soil investigations that can be justified for the proper design of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

H. The CLIENT shall give prompt and thorough consideration of all reports, sketches, estimates, drawings, specifications, proposals and other documents submitted to the CLIENT by the CONSULTANT, and shall inform the CONSULTANT of all decisions within a reasonable time so as not to delay the work.

I. The CLIENT shall be responsible for issuing all legal notices, holding all required special meetings, receiving and acting upon protests, and fulfilling all requirements necessary in legal development of the projects as well as paying all costs incidental thereto.

SECTION III - COMPENSATION FOR SERVICES

A. SCHEDULE OF FEES

1. The following schedule of fees is based upon competent and responsible engineering and surveying services, and are the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the CONSULTANT and CLIENT that fees be commensurate with the service rendered.

Sr. Principal Engineer/Surveyor	$150-250/Hour
Sr. Project Manager - Principal Engineer/Surveyor/GIS/LA	$128-195/Hour
Senior Transportation/Aviation Planner	$125-170/Hour
Project Manager (Incl. Landscape Architect and GIS)	$70-175/Hour
Project/Design Engineer/Planner/Landscape Architect	$65-190/Hour
Licensed Surveyor/Project Surveyor	$95-150/Hour
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	$59-156/Hour
Senior Technician (Incl. Survey)	$92-170/Hour
Technician (Incl. Survey)	$65-145/Hour
Administrative Assistant	$45-90/Hour
Structural/Electrical/Mechanical/Architect	$120-215
GPS/Robotic Survey Equipment	**No Charge**
CAD/Computer Usage	**No Charge**
Routine Office Supplies	**No Charge**
Routine Photo Copying/Reproduction	**No Charge**
Field Supplies/Survey Stakes & Equipment	**No Charge**
Mileage	**No Charge**

Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals, associates and members of the staff vary according to skill and experience.

These rates include an overhead factor that accounts for federal and state taxes and required benefits, as well as insurance, office expenses and profit. In addition, the overhead factor includes vehicle and personal expenses, stakes and supplies as noted above. Unusual expenses, such as large quantities of prints, outside professional assistance and other items of this general nature, will be billed out separately. Overtime shall not result in additional costs to the CLIENT, but shall be billed at normal hourly rates.

2. Total cost for the Basic Services, as itemized under Section I.A. of EXHIBIT I shall not exceed the following:

Project Memorandum	$15,500.00
Wetland Delineation/Mitigation	$7,300.00
Topographic Survey and Data Collection	$4,500.00
Design and Preparation of Contract Documents (Trail)	$36,500.00
Design and Preparation of Contract Documents (Bridge)	$42,500.00
Bidding Services	$4,200.00
Total, Basic Services (Not-to-exceed)	**$110,500.00**

3. For the purposes of this project, Construction Phase Services will be negotiated following award of the construction contract once a schedule and full scope of services has been defined.

4. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligence act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligence act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of $1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of $1,000,000 and annual aggregate of $1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If payment on any of the CONSULTANT'S invoices is not received within thirty days after date of the invoice, a service charge of one-third percent (0.33%) per month will be charged on any unpaid balance. Payment in full to the CONSULTANT will be made by the CLIENT within 30 days of receipt of project funding from the Minnesota Public Facilities Authority (PFA) or by July 15, 2008, whichever is earlier, unless an extension is mutually agreed upon in writing by both parties.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation by Minnesota District Court Rule 14 Roster. Disputes not resolved by mediation shall then be submitted to arbitration in accordance with provisions of the Construction Industry Arbitration Rules of the American Arbitration Association. CONSULTANT and the CLIENT agree to require an equivalent dispute resolution process governing all contractors, sub-contractors, suppliers, consultants, and fabricators concerned with this project.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Fairmont, Minnesota

By: _____
Printed Name

Signature: _____

Title: _____

Date: _____

And: _____
Printed Name

Signature: _____

Title: _____

Date: _____

CONSULTANT: Bolton & Menk, Inc.

By: Wesley W. Brown
Printed Name

Signature: Wesley W. Brown

Title: Principal Engineer

Date: 10/2/18

EXHIBIT I

PROJECT RELATED SERVICES BY CONSULTANT

I90 TO MARGARET STREET TRAIL & BRIDGE CONSTRUCTION FROM MARGARET STREET TO TORGERSON DRIVE CITY OF FAIRMONT, MINNESOTA

DESCRIPTION OF PROPOSED PROJECT

The project consists of trail related improvements identified as "I-90 to 10th Street Trail Connection" as described in the Federal Transportation Alternatives Program (TAP) Funding Application submitted by the City of Fairmont.

Project Limits: Former RR Corridor between Margaret Street and Torgerson Drive in Fairmont, MN.

Project Assumptions: Our proposal is based on the best information available and accounts for minor scope revisions as the project moves forward. For clarity, we have listed a majority of the assumptions below:

- **No STIP Amendments** will be required. We reviewed the previously prepared cost estimates, amount listed in the STIP, and the proposed improvements. Based on these documents, we do not believe a STIP amendment will be required for the project.

- **Right-of-Way and easements** will be acquired by the City of Fairmont. We will identify ROW and easement needs and the City will perform the acquisitions. We have included time for easement exhibit preparation for use in the acquisitions. We can provide further assistance and will do so on an hourly basis as an additional service.

- The project will follow the **DCP Checklist** requirements typical of federal projects administered through MnDOT. We understand this process and have led many projects through to Federal Authorization using this process.

- **Preliminary Survey**. Our survey crews will gather topographical information along the proposed project corridor. Tree clearing along the corridor between Margaret Street and Center Creek will occur prior to collecting field data in this location due to the dense overgrowth that exists.

- **Project Memorandum**. Includes wetland site delineation, report preparation and coordination with agencies for review/approval. No other significant environmental impacts are anticipated.

- **Preliminary Design.** We will prepare sketches related to the trail alignment for review and discussion with the City. These will be of sufficient detail to discuss alternatives and easement requirements with the City.

- **A Traffic Control Management Plan** will be prepared for the project. No detailed traffic control plans will be required, rather performance based specifications will be included in the project specifications.

- **Federal Aid Submittal Documents.** Includes Delegated Contract Process forms and checklists, ROW Certificates, Utility Certificates, Engineer's Estimate and Permits.

- **Project Specifications**. Assumes the use of MnDOT's Electronic Proposal tool required for federal aid projects.

- **Project schedule includes** Federal Authorization in 2019, with construction beginning after June 1, 2020.

- **No assessments** will be made as a portion of the project.

- **Existing Timber Trestle.** Assumes no impacts on or adjacent to the existing timber railroad trestle across Center Creek.

Project Schedule: We will begin our work immediately after authorization. Letting is expected to occur in the Spring of 2019 and construction is expected to occur in 2019/2020. We will work with the City to advance the schedule, but understand the importance of meeting the listed milestones.

Item	Date
Notice to Proceed	October 2018
Project Memorandum Approval	May 2019
Plans and Specifications Complete	October 2019
Federal Authorization	November 2019
Bidding and Award	February 2019
Construction Start	June 2020
Construction Complete	September 2020

I.A. BASIC SERVICES

For purposes of this specific project, Basic Services to be provided by the CONSULTANT are as follows:

Task 1: Project Management (Project Coordination)

Task 1.A: Project Approvals
Bolton & Menk will work closely with the City of Fairmont throughout the course of the project. In addition, the project will impact the Minnesota Department of Transportation.

We will work with the City of Fairmont to keep MnDOT advised of the project status. Additionally, we will coordinate all project approvals through MnDOT required to permit the project for construction.

Task 1.B: Internal and External Management
The Bolton & Menk project team will be led by Wes Brown, PE. Wes will coordinate:

- Communications with the City of Fairmont and all stakeholders and permitting agencies
- All internal tasks required to complete and permit the design
- Meetings both internally and externally, including agendas, meetings, and minutes
- Quality Assurance and Quality Control of all documents required

Task 1.C: Delegated Contract Process (DCP)
We will comply with the DCP process by providing pre-letting and post-letting services consistent with the DCP Checklist. Construction plans will be prepared consistent with MnDOT Federal Aid checklists. There are three primary components associated with the Delegated Contract Process:

- Environmental (NEPA) Document – Project Memorandum
- Right-of-Way Acquisition
- Plans and Specifications

We understand this process and will comply with all requirements to receive Federal Authorization in July, 2019 to allow for a summer 2019 bidding process and a fall 2019 construction start.

Task 1.D: City of Fairmont Updates
Bolton & Menk will have ongoing communications with City of Fairmont staff throughout the project. We will provide updates related to schedule and budget on a routine interval that will allow City staff to keep their administration, City Council and stakeholders appraised of the project status.

Task 1.E: Geotechnical Services
Soil borings and geotechnical review will be required for the bridge portion of the project.

Bolton & Menk will manage the work of the selected geotechnical firm in the same manner as we manage our internal staff, so that City staff receives a uniform final product. The City will be responsible for selecting and hiring the geotech firm directly.

Internal Quality Assurance/Quality Control (QA/QC) Reviews
While not a specific task item, QA/QC reviews by Bolton & Menk staff will be on-going throughout the course of the project. Major review items include:

- Project Memorandum: Review and provide guidance on format, information to include, and completeness
- Design Development: Review concepts for design standards and constructability
- Construction Documents: Review completeness of plans and specifications. Review DCP submittal package

Task 2: Design Phase Services

Task 2.A: Project Memorandum

Early Coordination
To meet the project schedule and obtain Project Memorandum approval it will be important to advance this task early and efficiently. A recognized component of achieving this is early preparation and submittal of the environmental and cultural review requests so they do not control the schedule. This includes requests for:

- Historical/Archeological Review
- Natural Heritage Information System (NHIS)
- State and Federal Threatened and Endangered Species
- Technical Evaluation Panel (TEP) Review of Wetland Delineations

Project Memorandum
We anticipate using MnDOT's Project Memorandum template to complete the Project Memorandum. Highlights of the Project Memorandum will include identification of needs and deficiencies; consideration of the potential social, economic, and environmental impacts of the project; evaluation of the avoidance of potential impacts; documentation of the analysis and agency correspondence; statement of design standards, elements, and exceptions (should there be any).

Task 2.B: Wetland Delineation, Mitigation and Permitting

Task 2.B.1: Boundary Delineation and Report
We will visit the site to delineate all wetland boundaries within the designated corridor. The delineation will include performing transects and sampling in the vicinity of the identified wetlands, placing 3-foot pin flags at the limits of any wetlands found, using a sub-meter GPS unit to accurately locate and map each point, and preparing a written report of our findings. We will submit the report to the appropriate agencies for review and approval. Our services will include compiling information as follows:

- Available Aerial Photographs
- Martin County LiDAR Maps
- National Wetlands Inventory Maps
- Minnesota Department of Natural Resources – Public Waters Maps
- Martin County Soil Survey Maps

Task 2.B.2: Mitigation and Permitting
We will use the wetland delineation information provided in Task 2.B.1to quantify the wetland impacts and prepare a Joint Application and MPARS to mitigate for those impacts. This will include the required sequencing discussion of avoidance, minimization and mitigation, GIS based figures and analysis, permit narrative and project plan set.

We anticipate that for this project the City will seek mitigation through the purchase of wetland credits through a federally and state approved wetland bank. Wetland credits are available within the same major watershed and bank service area as the proposed impacts. Generally, credits sell for approximately $60,000 per credit (acre).

If project specific mitigation is required or desired, we will prepare a separate scope of services and fee for consideration.

Task 2.C: Design Development

Task 2.C.1: Data Collection
Bolton & Menk will complete a comprehensive topographic survey within the designated project area and provide complete and accurate base mapping to be used for trail design. Potential survey data may include:

- Verification of public and private utilities
- Project tie-in areas
- Existing intersections
- Miscellaneous surface topography features
- Soil boring locations and elevations

The survey will include the documentation of property boundaries and easements in the project area. Our registered land survey staff will perform records searches to assist in developing accurate right-of-way maps. A project base map will be initially generated using the acquired documents and network

measurements. This map will be used as the basis for minimizing search areas when looking for property corner monumentation and completing necessary boundary surveys. The base map will be modified, as appropriate, to reflect found monumentation. After all data has been collected and processed it will be incorporated into a final base map of the project corridor for use in project design.

Task 2.C.2: Utility Identification
Bolton & Menk will follow MnDOT's Utility Coordination Process for Consultants. During the preliminary design phase we will work with the utility owners to identify utilities, utility easements, and other related issues in the project area. We will prepare preliminary plan sheets and hold an initial utility information meeting to review owner-marked plans for potential design modifications to minimize impacts before the final design phase.

Task 2.C.3: Environmental Report
The Project Memorandum will be completed as detailed under Task 2.A above. A review of the final approved Project Memorandum will be completed to ensure all details referenced in that document are brought forward to the design phases of the project.

Task 2.C.4: Kick-Off Meeting
A series of kick-off meetings are anticipated. Due to the nature of the project, each meeting will have different desired outcomes:

- Initial Meeting with the City and Bolton & Menk. General project overview and discussions
- Future meetings with MnDOT Federal Aid and functional groups

After all meetings have been completed, we will determine if any elements from the meetings are contradictory to each other or to the goals as outlined in the Transportation Alternatives Program funding application. We will discuss these with the City prior to proceeding with the project.

Task 2.C.5: Meeting Exhibits and Documents
We will prepare all necessary layouts, handouts, etc. for each meeting held during the course of the project. These are anticipated to include conceptual design layouts, final design layouts, schedule updates, cost spreadsheets and other materials needed to facilitate meetings throughout project delivery.

Task 2.C.6: Preliminary Alignment Alternatives
We will prepare alignment alternatives for review and consideration by the City of Fairmont staff and other project stakeholders. Benefits and impacts of each alternative developed will be presented for review and consideration.

We will develop sketches of the trail alignment alternatives; prepare trail alignments, profiles, geometry, and construction limits. The sketches will be prepared at 100-scale and will depict sufficient information to discuss the alternatives. The layouts will be presented to City of Fairmont staff and project stakeholders for review and discussion.

Each alternative presented will meet minimum design requirements, including MnDOT State Aid and Federal Aid design Standards.

For this project, design alternatives are anticipated along the entire length of the corridor. The following will need to be balanced as we review the alternatives:

- Trail widths and clear zones
- Property impacts
- Pedestrian safety

We anticipate the creation of two sketch drawings for review and consideration.

Task 2.C.7: At-Grade Crossing Locations
We will identify at-grade crossing locations and discuss design concepts with the City.

Task 2.C.8: Preliminary Bridge Plans and Estimates
We will perform preliminary design and recommend appropriate options for the proposed trail bridge. The preliminary design information will include structure type options, bridge length and width, required number of bridge spans, vertical clearance, profile grade, installation time, and cost estimates. Potential structure types that will be investigated include a prestressed concrete beam and prefabricated steel truss.

We will work with the City's selected geotechnical consultant to obtain test borings and determine the foundation conditions at the proposed structure site, and preparation of a report including recommendations for the foundation design of the proposed bridge.

Upon selection of the preferred option, we will submit preliminary bridge plans (30% complete) for review and comment. The preliminary plans will include general features, dimensions, and basic design requirements for the preferred structure. Plans will be prepared in accordance with MnDOT and FHWA standards.

Task 2.C.9: Design Development Plans
Based on the final selected alternative, Bolton & Menk will create the preliminary plan set (60% plans) for the project which will include, at a minimum, the following:

- Title Sheet
- Typical Sections
- Alignment Plans
- Existing Utilities Plan and Tabulation
- Removals
- Planned Construction (horizontal and vertical alignments)
- Preliminary Bridge Plans
- Cross Sections
- Cost Estimate

Task 2.C.10: Utility Coordination
As we near the final design phase of the project, we will prepare more detailed design drawings for a utility design meeting discussing expected impacts. We will work with the owners on submitting final relocation plans and completing field verifications prior to completion of final design documents. The process will include coordination, obtaining permits, and design time. Bolton & Menk will include final utility tabulations, impacts, and relocation plans in the final construction plan.

We will incorporate City of Fairmont language into the project specifications related to contractor coordination with private utility companies. We do not anticipate any private utility relocation for the project, as we are within existing Right of Way and the project involves limited amounts of deep excavations.

Task 2.C.11: Wayfinding Signs, Benches, Receptacles and Kiosks
We will work with City of Fairmont staff to determine final locations of all wayfinding signage during the preliminary design phase to ensure that signage is accurate and easily accessible for the trail patrons. We will also work with City of Fairmont staff to assess and determine final locations for all site amenities to provide accessible and appropriate seating, receptacles, and shelter opportunities to patrons using the trail. Shelter or kiosk design services are available as additional services to this agreement.

Task 2.C.12: Design Development Deliverables
Throughout the Design Development portion of the project, there are many tasks that will require document preparation. In summary, the following items will be delivered to City of Fairmont staff and stakeholders:

- Meeting agendas, minutes and discussion materials (exhibit boards, schedules, etc.)
- Base map with utilities identified
- Layout with alternative alignments and intersection crossings
- Preliminary bridge plans
- 60% plan set
- Cost estimate

Task 2.D: Construction Documents

Task 2.D.1: Construction Plans and Specifications
The Bolton & Menk Team will provide the City of Fairmont and stakeholders with final review construction plans and special provisions. The plans and specifications will be suitable for bidding, but will be considered a review set of plans. Bolton & Menk will incorporate all City and stakeholder comments prior to completing final plans and special provisions for submittal to MnDOT for Federal Aid Design review.

The final design process will comply with the DCP process by providing pre-letting and post-letting services consistent with the DCP Checklist. Construction plans will be prepared consistent with MnDOT Federal Aid checklists and adequate review time is planned for prior to letting. We will complete the necessary documentation and reports required by the DCP process and submit them to MnDOT.

We will prepare final detailed bridge plans. The plans will be prepared according to MnDOT Bridge Design Specifications and MnDOT Standard Specifications for Construction. We will submit the preliminary and final bridge plan to MnDOT for review/comment, and approval. We will prepare Division SB special provisions and a construction cost estimate for the proposed bridge construction.

Task 2.D.2: MnDOT and Municipal Approvals
We will work with the City and MnDOT to ensure adequate timelines are provided to allow for the approvals to occur.

The following items will need to be submitted to MnDOT for review as a part of the DCP process:

- Plans in conformance with State Aid Manual Plans and Proposals Chapter guidelines
- DCP 02 (Plan Submittal)
- Engineer's Estimate
- Plan Review Checklist With Federal Aid
- Lab Testing & Plant Inspection Services Request
- R/W Certificate # 1 and R/W Certificate #1 Checklist
- Utility Relocations Certificate
- Permits if any: ACOE/BWSR, DNR, MPCA (NPDES), MnDOT
- Information on any tied projects

Task 2.D.3: Traffic Control and Construction Phasing
We will prepare a Traffic Control Management and Staging Plan, associated specifications and cost estimate.

We will require the Contractor to submit detailed traffic control and staging plans that will address traffic/pedestrian/bicycle control needs for each stage of construction.

We anticipate that segments of trail and sidewalk may need to be closed as construction progresses through the corridor. Advance signage will be placed to advise pedestrian/bicycle traffic of these closures and detours.

We anticipate that the majority of the construction can be completed with shoulder closures while maintaining traffic in each direction during construction.

Task 2.D.4: Stormwater Pollution Prevention Plan (SWPPP)
Our team will work with the City of Fairmont to design a stormwater collection, conveyance, and treatment system that adequately manages the runoff from and through the project area.

Plans will be prepared and included in the plan set, as well as submitted to the permitting agencies upon completion of this effort.

Task 2.D.5: NPDES/SDS Permit Application
The permit application will be prepared on behalf of the City of Fairmont. The application will reference the SWPPP and project specifications. We understand that the City will pay all fees associated with the permit.

Task 2.D.6: MnDOT Permit Application
If required, we will complete a MnDOT permit. Most likely, a permit will be required for work along TH 15. We understand that the City will pay all fees associated with the permit.

Task 2.D.7: Final Cost Estimate
An updated engineer's cost estimate will be prepared with breakdowns provided for the various funding sources.

Task 2.D.8: Document Formatting
The following programs will be used as we proceed through the project processes:

- Microsoft Word
- Microsoft Excel
- AutoCAD Civil 3D
- Blue Beam

Additionally, the base formatting for all work will follow MnDOT's Highway Project Development Process (HPDP) Handbook and Technical Memoranda.

Task 2.D.9: Project Design Standards
We understand that the project is funded, in part, by Federal Transportation Alternatives Program Funds. This will drive the need to follow state and federal guidelines. The following design standards will be used for this project:

- MnDOT State Aid/Federal Aid documents. Primarily the State Aid Rules and the Bikeway Facility Design Manual will apply to this project
- MnDOT Standard Specifications for Construction, 2018 Edition
- MnDOT Bikeway Facility Design Manual, 2007 Edition
- Americans with Disabilities Act
- Public Rights of Way Accessibility Guidelines (PROWAG)
- MnDOT LRFD Bridge Design Manual
- AASHTO LRFD Bridge Design Manual
- City of Fairmont standards and details
- MnMUTCD
- Industry standards

Task 2.D.10: Key Deliverables
Key deliverables at this stage of the project will include the following:

- Complete DCP submittal
- All permit applications for signature and submittal
- Project Memorandum with all signatures
- Signed Plans and Specifications
- Electronic copies of all documents in formats requested by the City. Formats will include AutoCAD Civil 3D, Microstation V8i SS4, Word, Excel and pdf files.

Task 2.D.11: Agency Coordination (4 Meetings)
Kickoff meetings will be held as described previously. In addition, the following meetings are anticipated for the project:

City Meetings
Three meetings are anticipated with City staff after the initial kickoff meetings. These meetings will discuss findings, issues, schedule, and needs to keep the project progressing.

MnDOT Meetings
On behalf of the City, Bolton & Menk will have ongoing communications with MnDOT to discuss improvements, issues, approval status, and permits. Bolton & Menk will hold one coordination meeting with MnDOT.

Task 3: Bidding Phase Services

Task 3.A: Coordinate Solicitation of Bids
We will work with the City of Fairmont to identify potential Bidders, prepare and submit Advertisements for Bid for the appropriate publications, contact potential Bidders and make them aware of the project and help facilitate the receipt of qualified Bids for the project.

Task 3.B: Bidding Questions
We will be available throughout the Bidding Phase of the project to answer questions from potential Bidders as they arise.

Task 3.C: Addenda
We will prepare Addenda for the project during the Bidding Phase, if required. This will include preparing revisions to plans and specifications to include with the Addenda.

Task 3.D: Revisions, if Needed
If the initial Bid exceeds the project budget, we will work with the City to refine the plans to eliminate portions of the work. We understand that the Federal Funding award will require certain components of the project to be constructed. We will look for ways to reduce potential project costs while maintaining the prime project that the Federal award was based upon.

Task 3.E: Bid Opening and Bid Tab
Bolton & Menk will attend and help facilitate the bid opening. We will tabulate the bids and prepare a letter of award recommendation to the City based on the results.

Task 3.F: Review Bids and Bidders
We will review the bids to verify accuracy and validity. We will look for unbalanced bids, bidder qualifications and other issues that may arise based on bids received.

Task 3.G: Recommendation of Award
Based on the findings of the work related to Task 3.G, we will make a recommendation of award to the City.

I.B. ADDITIONAL SERVICES

Engineering services performed other than those authorized under Section I.A and I.B shall be considered not part of the Basic Services or Construction Phase Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services or Construction Phase Services or are not definable prior to the commencement of the project or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. ADDITIONAL PROPERTY OR RIGHT OF WAY ACQUISITION SERVICES. Includes additional property or right of way acquisition services beyond those included in the Basic Services, including: Preparation of easement agreements, preparation of right-of-way plats, assistance with eminent domain proceedings, court preparation and testimony.

2. REMONUMENTATION. Replacing lost or obliterated government survey corners or property corners along the project route.

3. GEOTECHNICAL AND MATERIAL TESTING SERVICES. Geotechnical services and material testing services, including borings, other subsurface investigations, and material testing for quality control.

4. ENVIRONMENTAL SERVICES. Environmental services associated with hazardous materials leaks and contaminated soils.

5. CONSTRUCTION PHASE SERVICES. Construction phase services including construction staking, administration and RPR services.

6. All other services not specifically identified in Section I.A.

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 15.5

MEETING DATE: October 8, 2018

SUBJECT: Verizon small cell collocation supplements

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

	Petition		Board	X	Staff		Council	X	Commission		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 Hasek

TYPE OF ACTION:

X	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENDED ACTION BY:

	City Staff		Board	X	Commission		Committee

	Issuance	X	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: The Council approved a master collocation agreement for Verizon to install small cells facilities within the City right of way and on City street light poles. The supplements for 5 locations have been reviewed by City staff and the Public Utilities Commission is recommending approval. The supplements define details that are specific to each location. As this service may expand in the future, staff is recommending that the Council approve these supplements and also to authorize City staff to approve future supplements that comply with the master collocation agreement.

MOTION: To approve the collocation supplements for five locations (SC1, SC2, SC3, SC4, HS SC) and authorize City staff to approve future supplements that comply with the master collocation agreement.

VOTE REQUIRED: Simple majority

ATTACHMENTS:
1. SC-1 Supplemental agreement (one of five)
2. Spreadsheet summary

****

Council Action:_____ Date:_____

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 Communications, 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 Communications, 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 within the public right-of-way at the intersection of North State Street and East 10th Street, in the City of Fairmont, County of Martin, State of Minnesota, 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, $876 per year shall be paid under this Supplement.

5. SITE SPECIFIC TERMS. Lessee shall install 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: _____
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 2

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

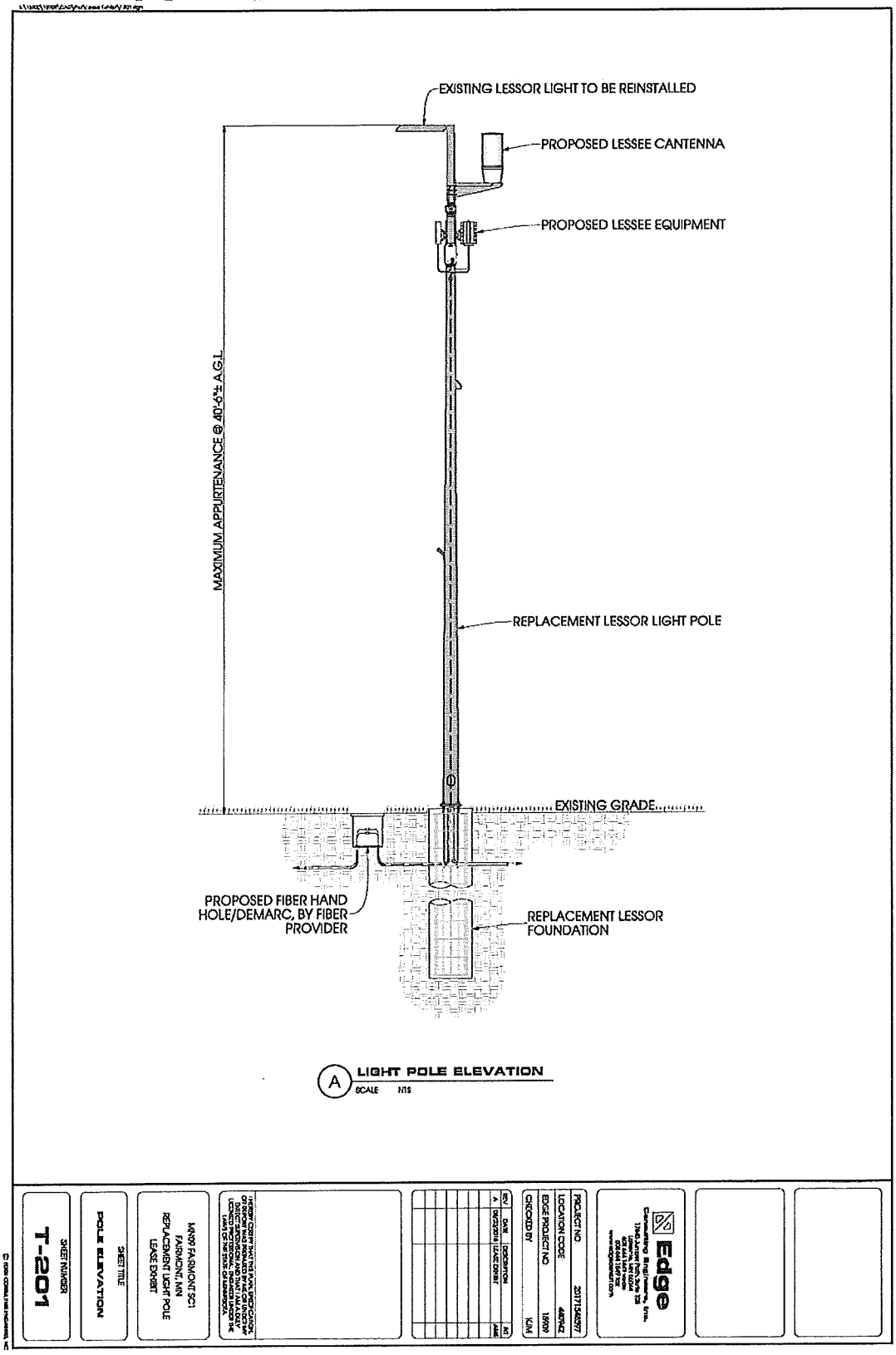
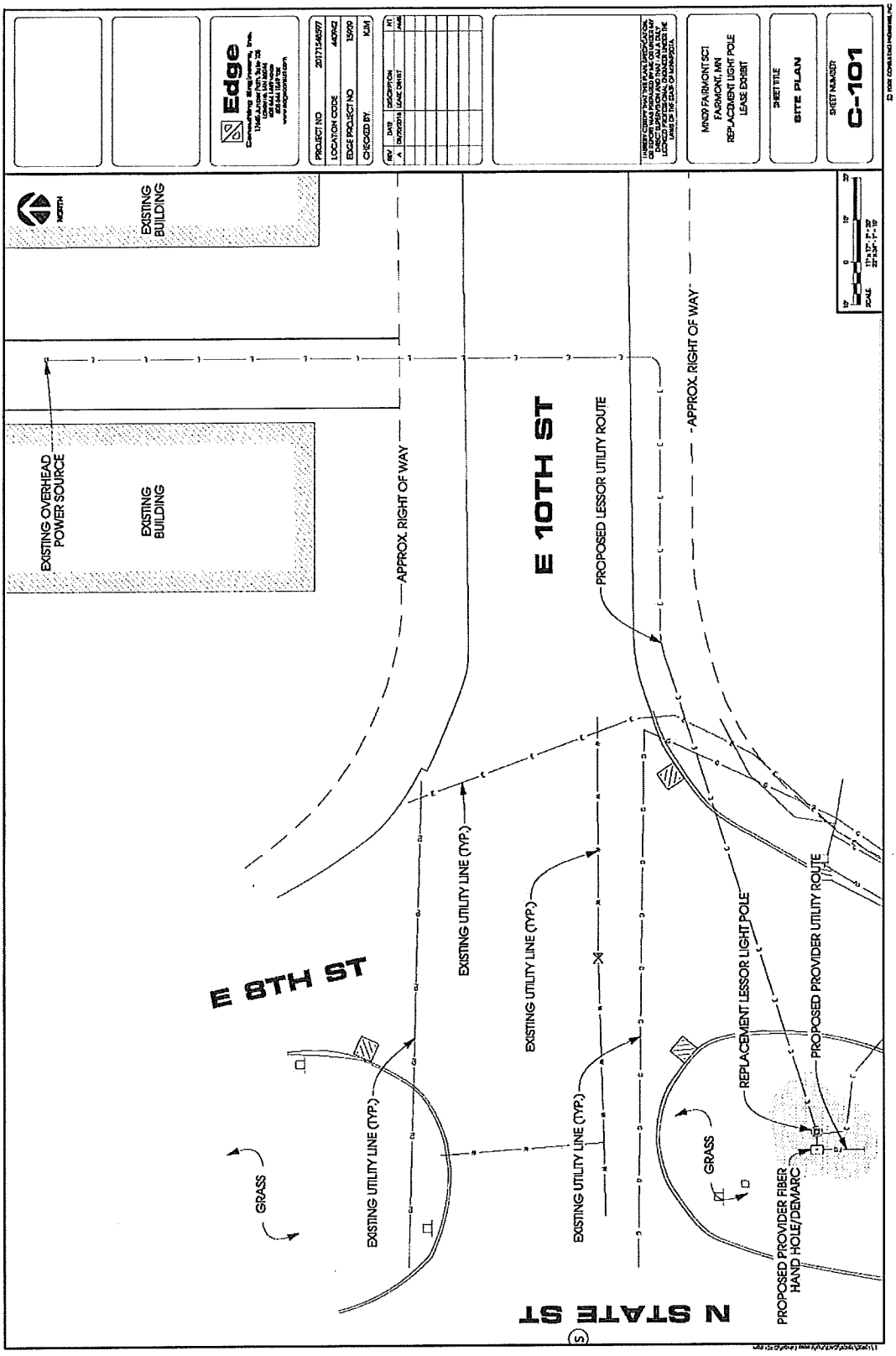


EXHIBIT 1

Site Plan of Property



Verizon Small Cell Installation - 2018

Name	Location	New pole	Rent Amt.	Electric Amt.	Comments
SC1	N. State and 10th Street (SE)	Yes	$175/yr	$876/yr	City is planning to extend a new electric service to this location.
SC2	Blue Earth Ave. (Salvation Army)	Yes	$175/yr	$876/yr	Lessee replacing light pole to match existing.
SC3	Oxford and Victoria (SW)	Yes	$175/yr	$876/yr	City is installing underground service to this location and south to Budd (complete). City is proposing to install meter at this location.
SC4	S. State Street (Kwik Trip)	Yes	$175/yr	$876/yr	Lessee replacing light pole to match existing.
HS SC	Victoria (Fairmont Elementary)	Yes	$175/yr	$876/yr	City is planning to extend a new electric service to this location (complete).