

FAIRMONT CITY COUNCIL AGENDA

Monday, June 13, 2022, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) **(03)**
6. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
 - A. **Minutes**
 - 6.A.1 Regular Meeting, May 23, 2022 **(04)**
 - B. **Check Registers**
 - C. **Other**
 - 6.C.1 2022/2023 Alcoholic Beverage License Renewal for Fairmont Brewing Company, LLC **(08)**
 - 6.C.2 Event Permit – Fairmont Rotary Club, Rotary Brews & BBQ, September 24, 2022 **(09)**
 - 6.C.3 Temporary On-Sale Liquor License – Fairmont Rotary, September 24, 2022 **(12)**
 - 6.C.4 Request for Demolition Assistance – Valerie Hooper **(14)**
7. **Public Hearings**
8. **Old Business**
9. **New Business**
 - 9.1 State Grant Agreement & Resolution for ILS Replacement Project **(25)**
10. **Council Discussion**

11. Staff/Liaison Reports

A. Public Works

B. Finance

11.B.1 First Quarter Financial Report (38)

C. City Administrator

D. Mayor/Council

Kawecki – Planning Commission

Lubenow – HRA

Miller – CER

Peters – Visit Fairmont

12. Adjournment



Fairmont City Council
June 13, 2022

Agenda Item: 5

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Open Discussion/Comment

Policy/Action Requested:

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation: N/A

Overview: Prior to regular business, is there any public discussion/comment?

Budget Impact: N/A

Attachments: N/A

Council Action: _____

Date: _____



Fairmont City Council
June 13, 2022

Agenda Item: 6.A.1

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Council Minutes from Regular Meeting on May 23, 2022

Policy/Action Requested: To Approve City Council Minutes from May 23, 2022

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

Budget Impact: N/A

Attachments: City Council Minutes Regular Meeting, May 23, 2022

Council Action: _____

Date: _____

The minutes of the Fairmont City Council meeting held on Monday, May 23, 2022, at the City Hall Council Chambers.

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

Council Members Wayne Hasek, Britney Kawecki, Randy Lubenow, Michele Miller and Bruce Peters were present. Also in attendance: City Administrator Cathy Reynolds, Public Works Director/City Engineer Troy Nemmers, Finance Director Paul Hoye, Police Chief Mike Hunter, City Clerk Patricia J. Monsen and City Attorney Mark Rahrack via telephone.

Finance Director Hoye presented the 2021 Aquatic Park Annual Report. Hoye thanked Betsy Steuber and Aquatic Park staff. The pool will be opening on June 3rd.

City Administrator Reynolds introduced summer administration intern Derek Hughes.

Council Member Hasek made a motion to approve the agenda as presented. Council Member Miller seconded the motion and the motion carried.

During Open Discussion, Leslie Walkowiak of 1378 Oak Beach Drive spoke on behalf of the City of Lakes Garden Club and their upcoming Garden Party/Plant Swap to be held on June 11, 2022 from 9:00 a.m. – 11:00 a.m. at Lincoln Park.

Paul Sandoz of 405 South Hampton voiced his concerns about the ½ cents sales tax and the use of the funds for the proposed Community Center.

Council Member Hasek made a motion to approve the items on the Consent Agenda. Council Member Miller seconded the motion and the motion carried. Items on the Consent Agenda were: Minutes from the May 9, 2022 city council meeting; payment of the May 2022 accounts payable; Event Permit for New Ulm B.A.S.S. Fishing Club to hold a fishing tournament at Gomsrud Park on May 29, 2022; Event Permit for Red Rock Center for the Arts to hold a small concert in Lincoln Park on June 16, 2022; Off Premises Sale of Intoxicating Liquor for a Community Festival, Interlaken Heritage Days on June 10 and 11, 2022; Temporary On-Sale Liquor License for St. John Vianney Church to hold an event on the church property located at 901 South Prairie Avenue on September 25, 2022.

A hearing for an alcohol compliance check failure by the Channel Inn was held. No comment was received. Council Member Miller made a motion to adopt **Resolution 2022-22**, imposing a civil penalty upon the Channel Inn. Council Member Lubenow seconded the motion and the motion carried.

A hearing for a tobacco compliance check failure by IYS Ventures, LLC, d/b/a I Mart Stores was held. No comment was received. Council Member Miller made a motion to adopt **Resolution 2022-27**, imposing a civil penalty upon IYS Ventures, LLC, d/b/a I Mart Stores. Council Member Lubenow seconded the motion and the motion carried.

Mayor Foster gave a summary of the closed session held on May 9, 2022, pursuant to Minnesota Statute 13D.05, Subd. 3(a), for the annual performance evaluation of City Administrator Cathy Reynolds. Prior to the closed session, all council members and eight staff members were asked to complete a written evaluation evaluating performance in the following areas: individual

characteristics, professional skills, relations with council, policy execution, communication and reporting, citizen relations, staffing, supervision, fiscal management, and community. During the closed session council discussed these areas and perspectives on the administrator's overall performance. Overall, the council expressed satisfaction with the administrator's performance to date and look forward to continued progress and future work. The council also discussed a salary increase for the administrator. Council Member Miller made a motion to approve a salary increase for City Administrator Reynolds of 4% effective on May 23, 2022. Council Member Hasek seconded the motion. On roll call: Council Members Hasek, Lubenow, Miller and Peters voted aye. Council Member Kawecki voted nay. Mayor Foster declared said motion passed.

Chief Hunter spoke about the Good Neighbor Project "Neighbors Helping Neighbors" to assist those in need within our community on the Citywide Clean-up Days, June 14 and 18, 2022. If citizens are in need of help disposing of items, they should reach out to the Law Enforcement Center and notify them by June 13th. Also, anyone who is able to help with hauling items for disposal should let the Law Enforcement Center know. If anyone has extra disposal coupons that they will not be using, the Law Enforcement Center will take them to be used by those in need.

Council Member Lubenow made a motion to approve the contract with 292 Design Group for architect/engineer services for the community center. Council Member Kawecki seconded the motion. On roll call: Council Members Kawecki, Lubenow, Miller and Peters voted aye. Council Member Hasek voted nay. Mayor Foster declared said motion passed.

Council Member Peters made a motion to approve **Resolution 2022-28**, authorizing the Mayor and City Clerk to sign the state grant agreement for airport building rehab. Council Member Hasek seconded the motion and the motion carried.

Discussion was held reviewing elected officials' salaries in accordance with City Charter. It was decided by the council to keep the elected officials' salaries the same.

Nemmers reported that an open house for the new public works facility was held and there was a good turnout. The new Engineering Tech, Mitch Nowak started today. Bette LaMaack is retiring and her last day will be June 2nd.

Reynolds reminded citizens that tomorrow, May 24th is a Special Primary Election. Voting will take place for citizens of Fairmont at the Knights of Columbus from 7:00 a.m. – 8:00 p.m. Staff has been working with SmartGov in the implementation of the community development software. This implementation will be a nine-month process. The Planning Commission has received a request to rezone the north side of George Lake. Reynolds also reviewed all the events scheduled for the Memorial Day weekend in the City of Fairmont.

Council Member Hasek reported that the Airport Board discussed the grant agreement which was voted on tonight.

Council Member Kawecki reported that the Library Board approved the new integrated library system. The library has been having more programs in Fairmont and the other branches and are moving away from virtual programs. The library has been able to get more hot spots and are hoping to continue with hot spots through the end of the year. The library is excited that they were granted by the Minnesota DNR one state park pass that will be able to be checked out and used by library patrons to go to Minnesota state parks free of charge.

Council Member Lubenow reported that the Park Board discussed some holes in the Adventure Playground and that they would be contacting the contractor to see what can be done about them. The Parks are all open and the docks are installed. Discussion was held about the benches downtown and their need for being re-stained or painted.

Council Member Miller reported that CER is participating in the Martin County/MVAC Internship Program and will be having Lydia Steinhaus and Emily Lubenow working with them this summer. Enrollment in the programs for Spring and Summer has been good. CER is excited to partner with the Minnesota Vikings to provide a free football clinic on June 23rd. Use of City owned facilities and amenities has increased. CER is celebrating their 50th year in Fairmont and will be having a celebration open house soon.

Council Member Peters stated that FEDA has begun discussions regarding possibly partnering with Martin County for economic development. FEDA entered into a contract with Community and Economic Development Associates (CEDA) for assistance with economic development. Jennifer Howard from CEDA will be working in Fairmont a few days a week.

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

Deborah J. Foster, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
June 13, 2022

Agenda Item: 6.C.1

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: 2022/2023 Alcoholic Beverage License Renewal for Fairmont Brewing Company, LLC

Policy/Action Requested: To approve the renewal of the alcoholic beverage licenses that expire June 30, 2022, for Fairmont Brewing Company, LLC, pending a satisfactory police investigation.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The newly issued alcoholic beverage licenses for Fairmont Brewing Company, LLC expire as of June 30, 2022 and they are requesting renewal of their licenses. Council approval is requested. All required applications, proof of liquor liability insurance, workers' compensation insurance, and fees have been received. Once Council approves, a police investigation will be completed.

Budget Impact: N/A

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
June 13, 2022

Agenda Item: 6.C.2

From: Patricia J. Monsen, City Clerk
To: Mayor and City Council

Subject: Event Permit – Fairmont Rotary Club, Rotary Brews & BBQ, September 24, 2022

Policy/Action Requested: Motion to approve the Event Permit for Fairmont Rotary Club to hold Rotary Brews & BBQ on Downtown Plaza and Citizens Park on September 24, 2022.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Fairmont Rotary Club has made application for an Event Permit to hold an event entitled Rotary Brews & BBQ on Downtown Plaza and Citizens Park on September 24, 2022, at 4:00 p.m. The event will include food, a band, beverages, and games.

Budget Impact: N/A

Attachments: Event 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: 6/7/22 Permit Fee: \$15.00

Event: Rotary Brews & BBQ

Sponsoring entity: Fairmont Rotary Club

Address: PO Box 678 Fairmont MN 56031

Maximum estimated number of persons expected to attend at any one time: 175

Event coordinator(s): Steve Myron, Sara Pierce, Erica Berhow
Contact Info: 317-372-3955 Phone #
steven.myren@kinum.com E-mail

Primary contacts (during event):
Name: Steve Myren Name: Sara Pierce
Cell#: 317-372-3955 Cell#: 507-327-3916
E-mail: steven.myren@kinum.com E-mail: sarapierceaccountingservices.com

Event Start: Day/Date Saturday September 24 Time: 4:00 PM
Event End: Day/Date Saturday September 24 Time: 8:00 PM
Setup: Day/Date Saturday September 24 Start time: 1:00 PM End Time: 4:00 PM
Teardown: Day/Date Sunday September 25 Start time: 9:00 Am End Time: 12:00 PM

1. Type and description of the event and a list of all activities to take place at the event.
Community event to support Fairmont Rotary and their donations to various charities. The event will include food, a band, beverages and games (bean bag toss, etc)

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.
Citizens Park with barricades & fencing at each end of the block. Barricades at corner of First Street & Downtown Plaza and barricade at 115 Oakbury Plaza to leave access to ~~Domino's~~ Domino's Pizza. Rotary will fence the area and have one entrance gate where we will ID participants and issue wristbands. No one under 21 is allowed. We request 10 picnic tables and extra trash receptacles.

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: Live band
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 [Signature] Title organizer Date 6/7/22

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>6/7/2022</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>6/13/2022</u>	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

- City
- Applicant
- Police
- Parks/Streets
- Other



Fairmont City Council
June 13, 2022

Agenda Item: 6.C.3

From: Patricia J. Monsen, City Clerk
To: City Council

Subject: Temporary On-Sale Liquor License – Fairmont Rotary Club, September 24, 2022.

Policy/Action Requested: Approve a Temporary On-Sale Liquor License for Fairmont Rotary Club to hold an event on Downtown Plaza and Citizen’s Park on September 24, 2022.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Fairmont Rotary Club has made application for a Temporary On-Sale Liquor License to hold an event on Downtown Plaza and Citizen’s Park on September 24, 2022.

Budget Impact: N/A

Attachments: Application

Council Action: _____ Date: _____



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Fairmont Rotary Club
Date organized: 19
Tax exempt number: 41-6038075

Organization Address: PO Box 678
City: Fairmont
State: MN
Zip Code: 56031

Name of person making application: Sara Pierce
Business phone: 507-238-4304
Home phone: —

Date(s) of event: September 24, 2022
Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: Erik Karre
City: Fairmont
State: MN
Zip Code: 56031

Organization officer's name: Linsey Preuss
City: Fairmont
State: MN
Zip Code: 56031

Organization officer's name: Hubble Wire
City: Fairmont
State: MN
Zip Code: 56031

Location where permit will be used. If an outdoor area, describe.
Citizens Park, Downtown Fairmont

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

—

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

—

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Fairmont
City or County approving the license

\$50.00
Fee Amount

Date Fee Paid

Date Approved

09-24-2022
Permit Date

pmonsens@fairmont.org
City or County E-mail Address

507-238-3935
City or County Phone Number

Signature City Clerk or County Official

Patricia J. Monsen
Please Print Name of City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



Fairmont City Council
June 13, 2022

Agenda Item: 6.C.4

From: Cathy Reynolds, City Administrator
To: Mayor and City Council

Subject: Request for Demolition Assistance – Valerie Hooper

Policy/Action Requested: To approve or deny demolition assistance at 50% of the actual cost up to \$5,000.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Valerie Hooper has applied for demolition assistance for the house located at 42 Cottage Street. Hooper is requesting that the city assist in the demolition costs of 50%.

Budget Impact: Budgeted

Attachments:

1. Application
2. Property information
3. Photos
4. Estimate for demolition

Council Action: _____

Date: _____



City of Fairmont
Financial Assistance for the Demolition of Blighted Properties
Program Application

Applicant Name: Valerie Hooper
Address of Applicant: 654 W. Interlaken Rd Fairmont, MD 21603
Telephone Number: 507-236-5256 Email: vhooper@gmail.com
Address of property to be demolished: 42 Cottage St Fairmont, MD

- 1. Description of property and reason for request: 624 Sq ft house. Floor rotting inside mold.
2. What do you plan to do with the property after demolition? Fill crawl space and plant grass
3. Date demolition will be complete by: 11/23

The applicant agrees to demolish the substandard structure within one year following application date. In addition, the applicant agrees to obtain all necessary demolition and building permits and to observe all applicable Building Code provisions during the demolition and/or construction process. It is further agreed that the applicant will hold the City, its officers, agents, and employees harmless from all claims, acts, or event resulting directly or indirectly on account of this application.

Valerie Hooper (handwritten signature)

Applicant Signature

5/17/2022 (handwritten date)

Date

FOR CITY USE
Date of Council Action
Date Demo Permit Issued
Approved
Date Grant Proceeds Issued
Disapproved



Summary

Parcel ID 231500210
 Property Address 42 COTTAGE ST
 FAIRMONT
 Sec/Twp/Rng N/A
 Brief Tax Description INTERLAKEN 4TH Lot-009 Block-002
 (Note: Not to be used on legal documents)
 Deeded Acres 0.00
 Class 201 - (NON-HSTD) RESIDENTIAL
 District (2301) FAIRMONT CTY-454
 School District 2752
 Neighborhood 2315.5 - COTTAGE ST
 Contact Appraiser: Jeremiah Fitzgerald
 Creation Date 07/07/1989



Owner

Primary Taxpayer
Valerie B Hooper
 654 W Interlaken Rd
 Fairmont, MN 56031

Land

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT
1	RES LOT 16C	0	0	0	0	7,720.000	SF
Total						7,720.000	

Buildings

Building 1
 Year Built 1948
 Architecture CONVENTION
 Heated Sq Ft 608
 Finished Basement Sq Ft 0
 Construction Quality BELOW AVG.
 Condition AC Q, AVG-
 Foundation Type POURED CON
 Frame Type WOOD FRAME
 Size/Shape 1.00 SQ/RC
 Exterior Walls STEEL/MTL
 Windows DH/WOOD
 Roof Structure GABLE/HIP
 Roof Cover COMP SHNGL
 Interior Walls PLASTER
 Floor Cover CARPET; VINYL
 Heat RADELEC
 Air Conditioning WINDOW
 Bedrooms 1
 Bathrooms 0.75
 Kitchen SOFT/STAIN
 1st Floor Area Sq Ft 608
 Ceiling N/A
 Stories 1

Sub Area Square Footage

SubArea	Act Area	%	Adj Area	Heated	Prime	RCNLD
ONE 1948 1 STORY	608	115	699	608	608	20,510
Total for Bldg 1	608		699	608	608	20,510

[Click here to view a list of sub area descriptions.](#)

Extra Features

Seq	Code	Actual Year Built	Description	Dim 1	Dim 2	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Adj 4	% Good	RCNLD	Div %	Value
1	001000	2006	GARAGE FINISHED	28	36	1,008.000	SF	25.000	1.00	1.00	1.00	1.00	83.00	17569	1.000	17569

Sales

Multi Parcel	IN	Q	Sale Date	Buyer	Seller	Sale Price	Adj Price	eCRV
N	WD	Q	01/18/2018	HOOPER, VALERIE B	WINTER, KENNETH & JONI	\$50,000	\$50,000	769268
N	PR	U	09/15/2003	WINTER, KENNETH & JONI	MARTINSON, RONNY ESTATE	\$16,500	\$16,500	.

Please contact Assessor's Office for CRV's prior to October 2014

Valuation

	2022 Assessment	2021 Assessment	2020 Assessment	2019 Assessment
+ Estimated Land Value	\$15,100	\$15,100	\$15,100	\$14,400
+ Estimated Building Value	\$45,600	\$38,100	\$32,400	\$31,300
+ Estimated Machinery Value	\$0	\$0	\$0	\$0
= Total Estimated Market Value	\$60,700	\$53,200	\$47,500	\$45,700

Taxation

	2022 Payable	2021 Payable	2020 Payable	2019 Payable
Classification	201 - (NON-HSTD) RESIDENTIAL	201 - (NON-HSTD) RESIDENTIAL	201 - (NON-HSTD) RESIDENTIAL	201 - (NON-HSTD) RESIDENTIAL
Estimated Market Value	\$53,200	\$47,500	\$45,700	\$43,200
- Exempt Value	\$0	\$0	\$0	\$0
- Excluded Value	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	\$0
= Taxable Market Value	\$53,200	\$47,500	\$45,700	\$43,200
Net Taxes Due	\$777.00	\$663.00	\$665.00	\$613.00
+ Special Assessments	\$69.00	\$69.00	\$69.00	\$69.00
= Total Taxes Due	\$846.00	\$732.00	\$734.00	\$682.00
% Change	15.57%	-0.27%	7.62%	-0.29%

IF YOU OWE BACK TAXES PLEASE CALL THE AUDITOR/TREASURER OFFICE

Unpaid Taxes

	2022 Payable
Unpaid Tax	\$777.00
+ Unpaid Spec Asmt	\$69.00
+ Unpaid Fees	\$0.00
+ Unpaid Penalty	\$33.84
+ Unpaid Interest	\$0.00
= Unpaid Total	\$879.84

Taxes Paid

Receipt #	Receipt Print Date	Bill Pay Year	Amt Adj	Amt Write Off	Amt Charge	Amt Payment
481715	10/15/2021	2021	\$0.00	\$0.00	\$0.00	(\$366.00)
475901	5/17/2021	2021	\$0.00	\$0.00	\$0.00	(\$366.00)
457667	10/15/2020	2020	\$0.00	\$0.00	\$0.00	(\$367.00)
451429	5/15/2020	2020	\$0.00	\$0.00	\$0.00	(\$367.00)
433932	10/15/2019	2019	\$0.00	\$0.00	\$0.00	(\$341.00)
425457	5/15/2019	2019	\$0.00	\$0.00	\$0.00	(\$341.00)
406763	10/15/2018	2018	\$0.00	\$0.00	\$0.00	(\$342.00)
399020	5/15/2018	2018	\$0.00	\$0.00	\$0.00	(\$342.00)
381411	10/16/2017	2017	\$0.00	\$0.00	\$0.00	(\$320.00)
374629	5/18/2017	2017	\$0.00	\$0.00	\$0.00	(\$320.00)
355325	10/17/2016	2016	\$0.00	\$0.00	\$0.00	(\$309.00)
344906	5/16/2016	2016	\$0.00	\$0.00	\$0.00	(\$309.00)
327466	10/15/2015	2015	\$0.00	\$0.00	\$0.00	(\$231.00)
317350	5/14/2015	2015	\$0.00	\$0.00	\$0.00	(\$231.00)

Tax Statements



- [2022 Tax Statement \(PDF\)](#)
- [2021 Tax Statement \(PDF\)](#)
- [2020 Tax Statement \(PDF\)](#)
- [2019 Tax Statement \(PDF\)](#)
- [2018 Tax Statement \(PDF\)](#)

Proposed Taxes



- [2022 Proposed Taxes \(PDF\)](#)

Valuation Notice



- [2023 Valuation Notice \(PDF\)](#)
- [2022 Valuation Notice \(PDF\)](#)
- [2021 Valuation Notice \(PDF\)](#)

Photos



Recent Sales In Area

Sale date range:

From:

01/01/2022

To:

06/07/2022

Sales by Neighborhood

1500

Feet

Sales by Distance

TERMS AND CONDITIONS: Every attempt has been made to ensure that the information contained on this website is valid at the time of publication. Martin County reserves the right to make additions, changes, or corrections at any time and without notice. Martin County disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies and is not responsible for misuse or misinterpretation.

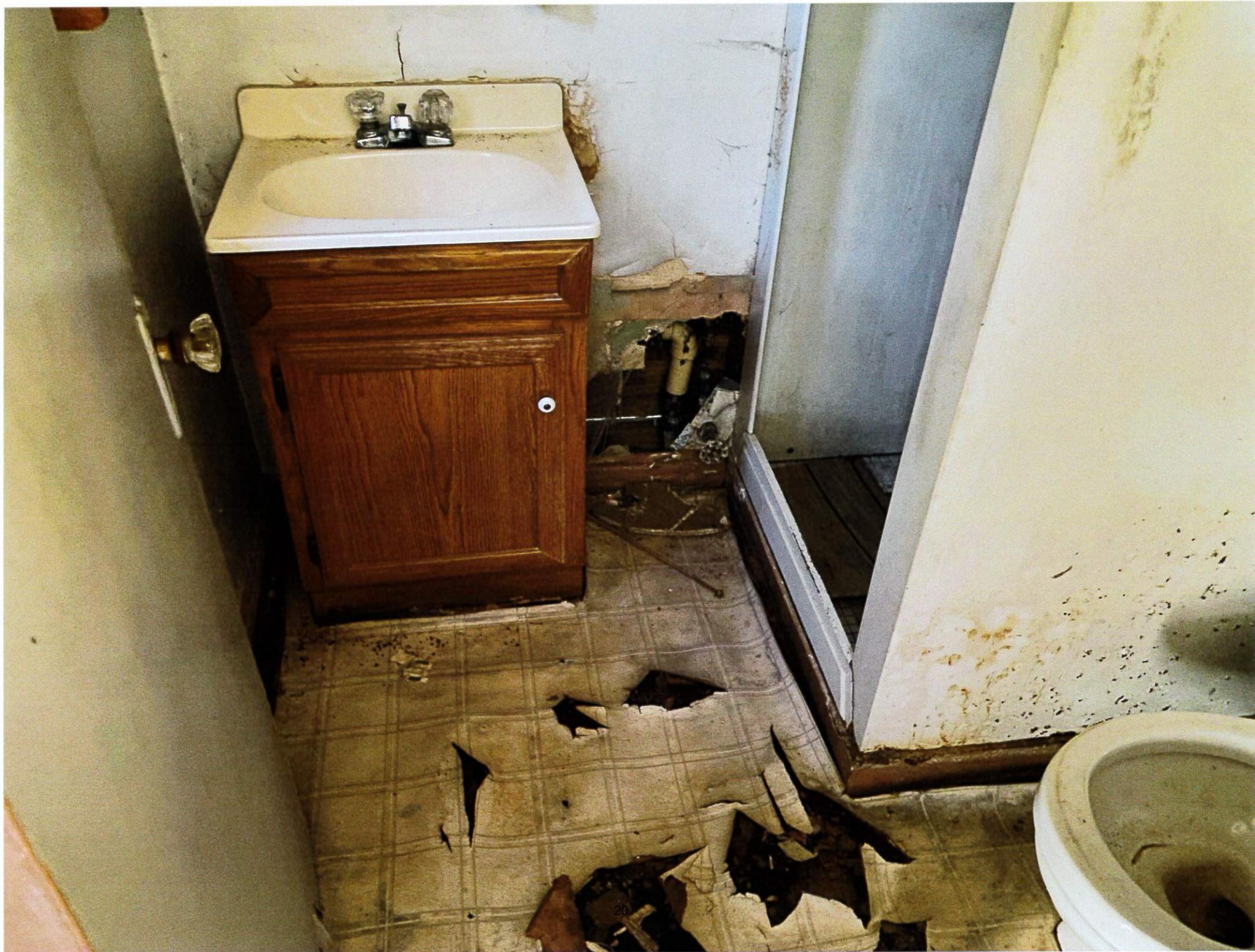
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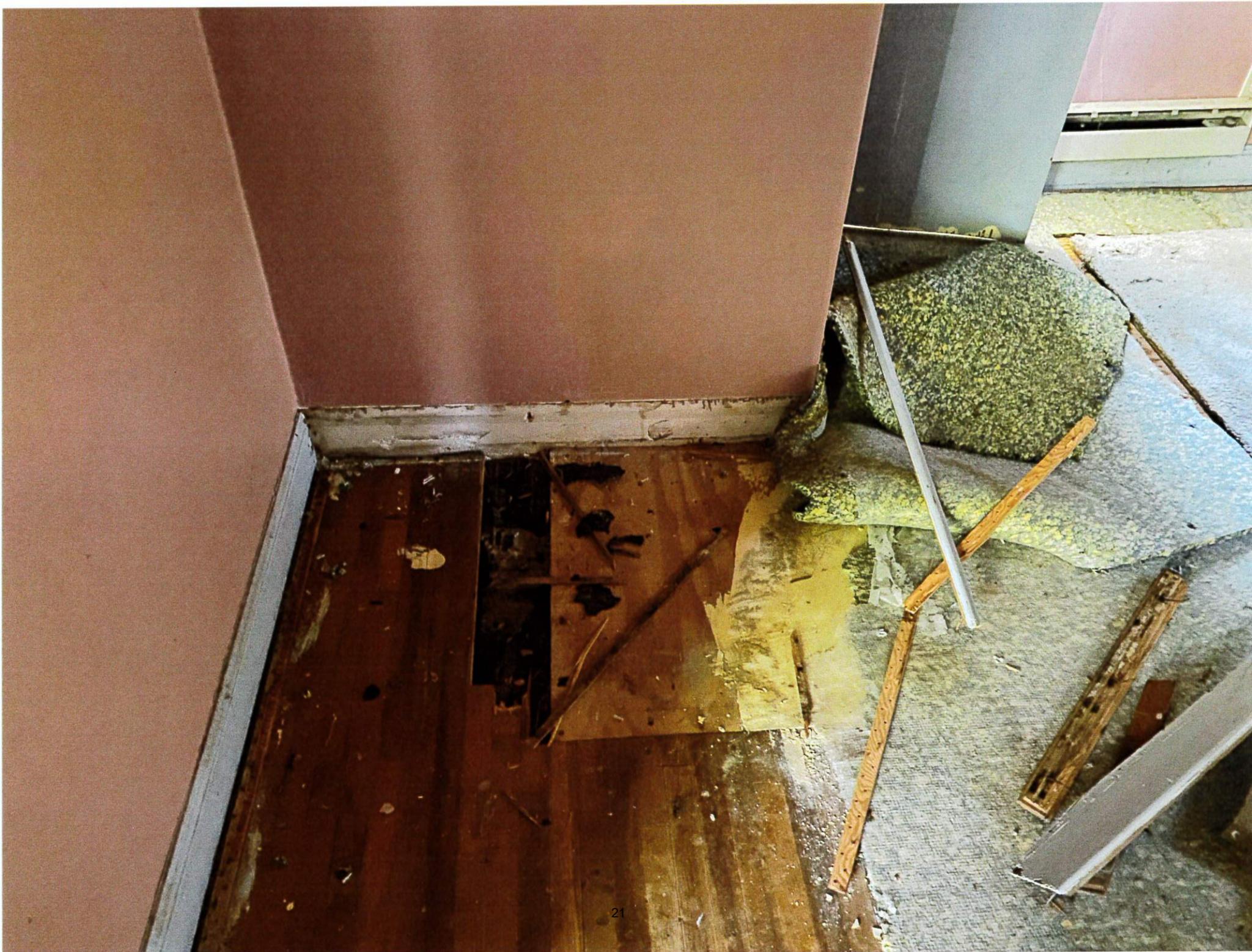
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Version 2.3.198











EROSION CONTROL PLUS INC.

522 Main Street South

Winnebago, MN 56098

(507)893-4400

Fax 893-3044

Price Quotation

May 18, 2022

RE: House Demo 42 Cottage Street Fairmont Mn.

Dear Who it may concern,

We would like to submit the following price quotation for your consideration.

Our prices are as follows:

Demo house remove the foundations, cap sewer and fill the lot level with clay and 6 inches of black dirt.

\$10,183.00

Price is good for 30 days from issuance.

Please contact our office if you have any questions or need more information.

Sincerely,

Jonathan Weerts



Fairmont City Council
June 13, 2022

Agenda Item: 9.1

From: Lee Steinkamp, Airport Manager
To: Mayor and City Council

Subject: State Grant Agreement and Resolution for ILS replacement project

Policy/Action Requested: Approve Resolution 2022-29 authorizing the Mayor and City Clerk to sign the state grant agreement for ILS replacement project

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

This project was initiated by MNDOT to upgrade an aging Instrument Landing System (ILS). This agreement is for the work necessary to provide a foundation and access to the new ILS system. As discussed at previous Council meetings this was not a budgeted expense, but the opportunity to upgrade our outdated ILS with a significant contribution from MNDOT is hard to pass up. This will be a 70% state funded and 30% local funded project. The remainder of the project which includes the actual ILS equipment is being supplied by MNDOT and is not anticipated to require any City cost share for that portion of the project.

Total estimated project cost: \$57,000

Total MNDOT Aero share: \$39,900

Total local share: \$17,100

Budget Impact: \$17,100 from reserve funds

Attachments: Resolution 2022-29
State Grant Agreement #1050937

Council Action: _____ Date: _____

RESOLUTION 2022-29

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the City of Fairmont as follows:

1. That the state of Minnesota Agreement No. 1050937,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A4601-58 at the Fairmont Municipal Airport is accepted.
2. That the _____ Mayor _____ and _____ City Clerk _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Fairmont.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF MINNESOTA

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the
_____ Fairmont City Council _____
(Name of the Recipient)

at an authorized meeting held on the _____ 13th _____ day of _____ June _____, 2022
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

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

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on **June 3rd, 2022**, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31st, 2025**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **State Project A4601-58**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit 'A' (City of Fairmont Grant Request Letter) & Exhibit 'B' – (Credit Application), are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without

the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Instrument Landing System (ILS) -Design Only-	0%	70%	30%
Federal Committed:	\$ 0.00		
State:	<u>\$ 39,900.00</u>		
Grantee:	<u>\$ 17,100.00</u>		

No Federal funds are available from the U.S. Government for this project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$ 0.00. If needed, current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$ 39,900.00.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application. Exhibit 'B', which is attached and incorporated into this agreement and can also be found at: <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Monthly as work progresses and paid for, or as project progression dictates.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise

improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 Grantee Payment Requirements. Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representatives are:

Luke Bourassa, Minnesota South Region Airports Engineer, 651-508-0448; luke.bourassa@state.mn.us, and/ or

Brian Conklin, Minnesota South Region Airport Specialist, 651-252-7658; brian.conklin@state.mn.us, or his successor. The State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:
Troy Nemmers – Director of Public Works/City Engineer
tnemmers@fairmont.org phone:(507)238-3942
Fairmont Municipal Airport
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56301

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8 **Liability**

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 **Government Data Practices and Intellectual Property Rights**

- 10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.
- 10.2 **Intellectual Property Rights.**
- 10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and

Documents created and paid for under this agreement. “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State’s Authorized Representative written notice thereof and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee’s website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination; Suspension**

- 14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 **Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or

any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

20 **Additional Provisions**
[Intentionally left blank.]

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



Phone (507)238-9461

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

Fax (507)238-9469

May 12, 2022

SP A4601-58
MnDOT Contract # 1050937

Mr. Luke Bourassa
MnDOT Office of Aeronautics
395 John Ireland Blvd.
St. Paul, MN 55155-1800

Re: FY 2022 State Grant Request
Instrument Landing System (ILS) Replacement
Fairmont Municipal Airport; Fairmont, MN

Mr. Bourassa:

The City of Fairmont is requesting 2022 State Aeronautics funding for the following project at the Fairmont Municipal Airport:

- Instrument Landing System (ILS) Replacement - Design

This grant request is for design of a new Runway 31 Instrument Landing System; construction services will be provided as part of a future grant.

The City of Fairmont is requesting MnDOT Aeronautics funding in the amount of \$39,900.00 for 70% of the total project costs. The remaining \$17,100.00 will be paid for with local funds.

To support the grant application, we have included the following documentation:

1. MnDOT Grant Letter
2. Grant Cost Summary
3. Task Order #2205-00594.2 – KLJ

Please contact me at 507-238-3942 with any questions.

Sincerely,

CITY OF FAIRMONT

Troy Nemmers, PE
Director of Public Works/City Engineer



Fairmont City Council
June 13, 2022

Agenda Item: 11.B.1

From: Paul Hoyer, Finance Director
To: Mayor and City Council

Subject: 1st Quarter Financial Report

Policy/Action Requested: No action required.

Vote Required: ____ Simple Majority ____ Roll Call

Recommendation: N/A

Overview:

Finance Director Paul Hoyer will present the 1st Quarter Financial Report.

Budget Impact: NA

Attachments: 1st Quarter Financial Report

Council Action: _____

Date: _____

City of Fairmont, MN
Statement of Revenues, Expenditures
and Changes in Fund Balance
General Fund
March 31, 2022

Revenues	2022 Budget	2022 Actual	% of Budget	2021 Actual
Taxes	3,492,525	10,012	0.29%	10,122
Licenses & Permits	194,300	14,099	7.26%	35,151
Intergovernmental	4,031,001	1,760	0.04%	33,015
Charges for Services	648,026	136,768	21.11%	135,635
Fines & Forfeits	48,500	7,130	14.70%	10,150
Interest Earnings	60,000	10,659	17.77%	8,867
Miscellaneous	111,750	53,313	47.71%	57,513
Total Revenues	<u>8,586,102</u>	<u>233,741</u>	2.72%	<u>290,453</u>
Expenditures				
Current				
General Government	1,655,186	324,581	19.61%	246,379
Public Safety	3,890,486	820,509	21.09%	776,346
Streets	1,829,948	431,662	23.59%	371,501
Sanitation	180,271	35,332	19.60%	35,963
Culture & Recreation	1,650,211	278,536	16.88%	293,075
Total Expenditures	<u>9,206,102</u>	<u>1,890,620</u>	20.54%	<u>1,723,264</u>
Revenues/Expenditures	<u>-620,000</u>	<u>-1,656,879</u>		<u>-1,432,811</u>
Other Financing Sources (Uses)				
Sale of Assets	-			5,000
Transfers In	825,000	206,250	25.00%	225,137
Transfers Out	-205,000	-	0.00%	-
Total Other Financing Sources (Uses)	<u>620,000</u>	<u>206,250</u>		<u>230,137</u>
Net Change in Fund Balance	0	-1,450,629		-1,202,674
Fund Balance, January 1		<u>7,022,959</u>		<u>6,141,660</u>
Fund Balance, March 31		<u>5,572,330</u>		<u>4,938,986</u>
Fund Balance Policy 55%-65%		64.9%		55.1%