

# FAIRMONT CITY COUNCIL AGENDA

Monday, November 14, 2022, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
  - 4.1 Proclamation – American Education Week (03)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (05)
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, October 24, 2022 (06)
  - B. **Check Registers**
  - C. **Other**
    - 6.C.1 Plaza Jalisco IV – On Sale Intoxicating Liquor License (09)
7. **Public Hearings**
8. **Old Business**
9. **New Business**
  - 9.1 Canvass City of Fairmont 2022 Election Results (10)
  - 9.2 Discuss Change Order request from Beemer Companies (25)
  - 9.3 Professional Services Agreement with DGR for Electric System Improvements (29)
  - 9.4 Interim Engineering Services (39)
  - 9.5 Charter Commission Funding (57)

9.6	Fire Services Contract	(59)
9.7	United Township Fire Truck Purchase Order	(72)
<b>10.</b>	<b>Council Discussion</b>	
10.1	Human Rights Commission Re-instatement	(74)
10.2	Individual Council Member Use of Staff Time	(76)
<b>11.</b>	<b>Staff/Liaison Reports</b>	
A.	<b>Public Works</b>	
B.	<b>Finance</b>	
11.B.1	Third Quarter Financial Report	(77)
C.	<b>City Administrator</b>	
D.	<b>Mayor/Council</b>	
	Hasek – Airport, PUC, BZA	
	Kawecki – Library	
	Lubenow – Community Center Advisory Board, HRA	
	Miller – Community Center Advisory Board, FEDA, CER	
	Peters – FEDA, BZA, Visit Fairmont	
<b>12.</b>	<b>Adjournment</b>	



Fairmont City Council  
November 14, 2022

Agenda Item: 4.1

**From:** Mayor Deborah J. Foster  
**To:** City Council

**Subject:** Proclamation – American Education Week

**Policy/Action Requested:** Proclamation  
**Vote Required:** \_\_\_\_\_ Simple Majority      \_\_\_\_\_ Roll Call

**Recommendation:**

**Overview:** Mayor Deborah J. Foster will proclaim the week of November 14-18, 2022 as American Education Week in the City of Fairmont.

**Budget Impact:** N/A

**Attachments:** Proclamation

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031  
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## PROCLAMATION

**WHEREAS**, American Education Week is an opportunity to recognize the accomplishments and the needs of our local public schools; and,

**WHEREAS**, our public schools have enabled generations of American families to build upon the lessons of the past to achieve the dreams of tomorrow; and,

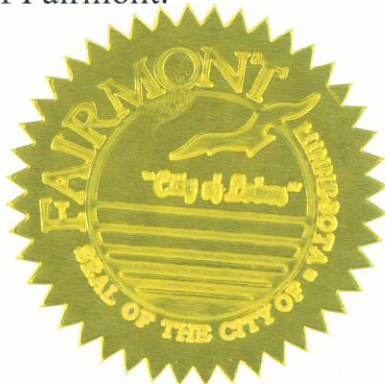
**WHEREAS**, American's system of public education relies not only on the skills and dedication of teachers, school administrators and educational support staff, but also on the encouragement and support of the entire community; and,

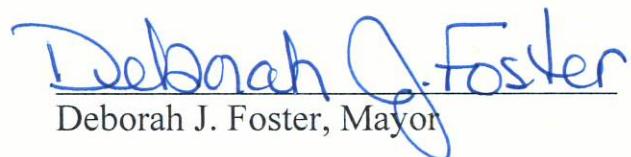
**WHEREAS**, teachers in the Fairmont area are joining teachers, students and educational organizations around the nation in special activities in honor of American Education Week.

**NOW THEREFORE**, I, Deborah J. Foster, Mayor of the City of Fairmont, along with Fairmont area teachers, am asking parents, students and civic leaders to join in the nation's annual salute to public education during the week of November 14–18, 2022 and do hereby proclaim this week to be

### AMERICAN EDUCATION WEEK

in the City of Fairmont.



  
Deborah J. Foster, Mayor



Fairmont City Council  
November 14, 2022

Agenda Item: 5

**From:** Cathy Reynolds, City Administrator

**To:** Mayor and City Council

**Subject:** Public Discussion/Comment

**INDIVIDUAL COMMENTS ARE LIMITED TO 3 MINUTES**

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

**Budget Impact:** N/A

**Attachments:** N/A

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



Fairmont City Council  
November 14, 2022

Agenda Item: 6.A.1

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

**Subject:** Council Minutes from Regular Meeting on October 24, 2022

**Policy/Action Requested:** To Approve City Council Minutes from October 24, 2022

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** Approval

**Overview:**

**Budget Impact:** N/A

**Attachments:** City Council Minutes Regular Meeting, October 24, 2022

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

The minutes of the Fairmont City Council meeting held on Monday, October 24, 2022, at the City Hall Council Chambers.

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

Council Members Britney Kawecki, Randy Lubenow, Michele Miller and Bruce Peters were present. Council Member Wayne Hasek was absent. Also in attendance: City Administrator Cathy Reynolds, Public Works Director/City Engineer Troy Nemmers, Police Captain Eric Tonder, Economic Development Coordinator Ned Koppen, Planner/Zoning Official Peter Bode, City Clerk Patricia Monsen and City Attorney Mark Rahrack, via telephone.

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

Mayor Foster proclaimed November 10, 2022, as Community Education and Recreation Day in the City of Fairmont. CER Director Stephanie Busiahn was present and advised that CER is celebrating their 50<sup>th</sup> year in Fairmont and will be hosting an open house on November 10, 2022, 3:00 p.m. – 6:00 p.m. at their office located in the Southern Minnesota Educational Campus.

Community Development Coordinator Ned Koppen presented the Third Quarter Community Development Report.

During Public Comment, Keith Kearney a resident of Fairmont encouraged the city council to approve his request for a boathouse. Dale Martens a resident of Fairmont spoke. Ramon Ramirez, a resident of Fairmont voiced concerns for the Latino Community. Jonathan Melendez, a non-resident of the City of Fairmont stated that the City is not prepared for people who speak a different language. Richard Bradley, a resident of the City of Fairmont encouraged citizens to vote no on the Charter amendments and urged the city to extend the hours of the proposed community center's open house. Randy Lubenow a resident of the City of Fairmont spoke and Jay Maynard a resident of the City of Fairmont spoke.

Council Member Miller made a motion to approve the Consent Agenda. Council Member Peters seconded the motion and the motion carried. Items on the Consent Agenda were: minutes from the October 10, 2022 city council meetings, payment of the October 2022 accounts payable and appointment of Chris Pierce to the FEDA Board.

Council Member Lubenow made a motion to deny the Conditional Use Permit for a boathouse at 221 Krahmer Drive and direct city staff to amend the zoning code to a 10' setback from the ordinary high-water level for boathouses. Council Member Peters seconded the motion and the motion passed.

Council Member Lubenow made a motion to deny the Conditional Use Permit for a boathouse at 420 Lake Aires Road and direct city staff to amend the zoning code to a 10' setback from the ordinary high-water level for boathouses. Council Member Peters seconded the motion and the motion passed.

Council Member Miller made a motion to approve the updated council policy. Council Member Peters seconded the motion and the motion passed.

Nemmers stated that the Fall leaf pickup begins in Section 1 of the City on October 31<sup>st</sup> and the tree dump will be closing for the Winter on December 1<sup>st</sup>.

Reynolds stated that some board and commission members' terms will be expiring the end of January 2023 and that citizens who are interested in serving on a board or commission should complete and submit an application. There will be a Community Center open house on November 2<sup>nd</sup> from 5:00 p.m. – 7:00 p.m. at SMEC. The design team will be present to answer any questions. There will be a joint work session on November 9<sup>th</sup> at 5:00 p.m. in the auditorium of the SMEC building. The city is hoping to live stream this joint meeting.

Council Member Lubenow reported that the Community Center Advisory Board reviewed the drawings and cost estimates. Lubenow also reported that the parks are closed, and lighting will be coming to Veteran's Park soon.

Council Member Peters reported that FEDA held a special meeting on the sale of Whitetail Ridge lots.

At 6:28 p.m., Council Member Miller made a motion to go into closed session pursuant to Minnesota Statute 13D.05, Subd. 3(b). Council Member Lubenow seconded the motion. On roll call: Council Members Kawecki, Lubenow, Miller and Peters voted aye. No one voted nay. Mayor Foster declared said motion passed.

The closed session began at 6:33 p.m. During closed session, Council Member Miller made a motion to authorize the City Attorney Mark Rahrick to sign a settlement agreement and any associated documents. Council Member Peters seconded the motion and the motion carried.

At 6:37 p.m., Council Member Miller made a motion to return to open meeting. Council Member Lubenow seconded the motion and the motion carried.

A motion was made by Council Member Miller, seconded by Council Member Peters and carried to adjourn the meeting at 6:37 p.m.

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Deborah J. Foster, Mayor

ATTEST:

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Patricia J. Monsen, City Clerk





Fairmont City Council  
November 14, 2022

Agenda Item: 6.C.1

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

**Subject:** Plaza Jalisco IV - On Sale Intoxicating Liquor License

**Policy/Action Requested:** To Approve the On Sale Intoxicating Liquor License for Plaza Jalisco IV pending receipt of liquor liability insurance.

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval

**Overview:** Plaza Jalisco IV has applied for an On Sale Intoxicating Liquor License. They have completed all the appropriate applications, provided all the documentation and paid the fees. A successful background check has been completed. The owner, Everado Magallanes Hidalgo also owns and operates Plaza Jalisco in St. James and Windom. Staff recommends approving this license and welcoming a new business to Fairmont.

**Budget Impact:** N/A

**Attachments:**

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



Fairmont City Council  
November 14, 2022

Agenda Item: 9.1

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

**Subject:** Canvass City of Fairmont 2022 Election Results

**Policy/Action Requested:** To Approve the City of Fairmont 2022 election results as presented

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval

**Overview:** The City Council, as the canvassing board for city elections, needs to canvass the returns within three to ten days after the general election and declare the results.

The Abstract of Votes Cast is given to the City Clerk by the County Auditor/Treasurer. Please note that the attached Abstract of Votes Cast does not include the statistical information on page one. The Auditor/Treasurer’s Office was having problems getting this information uploaded to the state. If the information is available on Monday, a new Abstract of Votes Cast will be handed out and the agenda will be updated on the website.

The City Council by canvassing is certifying the names of the persons receiving votes and the number of votes received by each office voted on and specifying the number of votes for and against each question voted on.

**Budget Impact:** N/A

**Attachments:** Abstract of Votes Cast

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

Abstract of Votes Cast  
In the Precincts of the City of Fairmont  
State of Minnesota  
at the State General Election  
Held Tuesday, November 8, 2022

as compiled from the official returns.

Summary of Totals  
City of Fairmont  
Tuesday, November 8, 2022 State General Election

Number of persons registered as of 7 a.m.	5835
Number of persons registered on Election Day	0
Number of accepted regular, military, and overseas absentee ballots and mail ballots	0
Number of federal office only absentee ballots	0
Number of presidential absentee ballots	0
Total number of persons voting	0

Summary of Totals  
City of Fairmont  
Tuesday, November 8, 2022 State General Election

**KEY TO PARTY ABBREVIATIONS**

NP - Nonpartisan

Mayor (Fairmont)

NP Charles E. Pearson 1333	NP Lee C Baarts 2303	WI WRITE-IN 27
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Council Member Ward 1 (Fairmont)

NP Jon Davis 533	NP Jay Maynard 615	WI WRITE-IN 1
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Council Member Ward 3 (Fairmont)

NP Randy Lubenow 343	NP Deb Foster 371	WI WRITE-IN 1
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CITY QUESTION 1 (Fairmont)

NP	NP
YES	NO
1649	2053

CITY QUESTION 2 (Fairmont)

NP	NP
YES	NO
1164	2456

CITY QUESTION 3 (Fairmont)

NP	NP
YES	NO
1428	2229

CITY QUESTION 4 (Fairmont)

NP	NP
YES	NO
1829	1851

CITY QUESTION 5 (Fairmont)

NP	NP
YES	NO
1742	1880

CITY QUESTION 6 (Fairmont)

NP	NP
YES	NO
2209	1465

CITY QUESTION 7 (Fairmont)

NP	NP
YES	NO
2525	1163

CITY QUESTION 8 (Fairmont)

NP	NP
YES	NO
2050	1605

CITY QUESTION 9 (Fairmont)

NP	NP
YES	NO
1610	2003

CITY QUESTION 10 (Fairmont)

NP  
YES  
1714

NP  
NO  
1895

Detail of Election Results  
 City of Fairmont  
 Tuesday, November 8, 2022 State General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
46 0035 : FAIRMONT W-1 P-1	695	0	0
46 0040 : FAIRMONT W-1 P-2	958	0	0
46 0050 : FAIRMONT W-2 P-1	723	0	0
46 0055 : FAIRMONT W-2 P-2	921	0	0
46 0065 : FAIRMONT W-3 P-1	600	0	0
46 0070 : FAIRMONT W-3 P-2	649	0	0
46 0080 : FAIRMONT W-4 P-1	658	0	0
46 0085 : FAIRMONT W-4 P-2	631	0	0
City of Fairmont Total:	5835	0	0

Detail of Election Results  
 City of Fairmont  
 Tuesday, November 8, 2022 State General Election

Office Title: Mayor (Fairmont)

Precinct	NP Charles E. Pearson	NP Lee C Baarts	WI WRITE-IN
46 0035 : FAIRMONT W-1 P-1	189	292	4
46 0040 : FAIRMONT W-1 P-2	232	452	1
46 0050 : FAIRMONT W-2 P-1	182	298	2
46 0055 : FAIRMONT W-2 P-2	202	394	2
46 0065 : FAIRMONT W-3 P-1	120	197	6
46 0070 : FAIRMONT W-3 P-2	130	238	4
46 0080 : FAIRMONT W-4 P-1	169	210	5
46 0085 : FAIRMONT W-4 P-2	109	222	3
<b>Total:</b>	<b>1333</b>	<b>2303</b>	<b>27</b>

Office Title: Council Member Ward 1 (Fairmont)

Precinct	NP Jon Davis	NP Jay Maynard	WI WRITE-IN
46 0035 : FAIRMONT W-1 P-1	239	238	0
46 0040 : FAIRMONT W-1 P-2	294	377	1
<b>Total:</b>	<b>533</b>	<b>615</b>	<b>1</b>

Office Title: Council Member Ward 3 (Fairmont)

Precinct	NP Randy Lubenow	NP Deb Foster	WI WRITE-IN
46 0065 : FAIRMONT W-3 P-1	169	168	0
46 0070 : FAIRMONT W-3 P-2	174	203	1



Detail of Election Results  
City of Fairmont  
Tuesday, November 8, 2022 State General Election

Office Title: Council Member Ward 3 (Fairmont)

Total:	<b>343</b>	<b>371</b>	<b>1</b>
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Office Title: CITY QUESTION 1 (Fairmont)

Precinct	NP YES	NP NO
46 0035 : FAIRMONT W-1 P-1	210	284
46 0040 : FAIRMONT W-1 P-2	289	406
46 0050 : FAIRMONT W-2 P-1	229	259
46 0055 : FAIRMONT W-2 P-2	264	332
46 0065 : FAIRMONT W-3 P-1	156	177
46 0070 : FAIRMONT W-3 P-2	179	193
46 0080 : FAIRMONT W-4 P-1	159	230
46 0085 : FAIRMONT W-4 P-2	163	172
<b>Total:</b>	<b>1649</b>	<b>2053</b>

Office Title: CITY QUESTION 2 (Fairmont)

Precinct	NP YES	NP NO
46 0035 : FAIRMONT W-1 P-1	145	340
46 0040 : FAIRMONT W-1 P-2	196	479
46 0050 : FAIRMONT W-2 P-1	175	310
46 0055 : FAIRMONT W-2 P-2	179	399
46 0065 : FAIRMONT W-3 P-1	101	224
46 0070 : FAIRMONT W-3 P-2	132	237
46 0080 : FAIRMONT W-4 P-1	125	258
46 0085 : FAIRMONT W-4 P-2	111	209

Detail of Election Results  
 City of Fairmont  
 Tuesday, November 8, 2022 State General Election

Office Title: CITY QUESTION 2 (Fairmont)

Total:	<b>1164</b>	<b>2456</b>
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Office Title: CITY QUESTION 3 (Fairmont)

Precinct	NP YES	NP NO
46 0035 : FAIRMONT W-1 P-1	179	310
46 0040 : FAIRMONT W-1 P-2	239	443
46 0050 : FAIRMONT W-2 P-1	211	274
46 0055 : FAIRMONT W-2 P-2	214	374
46 0065 : FAIRMONT W-3 P-1	128	203
46 0070 : FAIRMONT W-3 P-2	170	203
46 0080 : FAIRMONT W-4 P-1	133	252
46 0085 : FAIRMONT W-4 P-2	154	170
Total:	<b>1428</b>	<b>2229</b>

Office Title: CITY QUESTION 4 (Fairmont)

Precinct	NP YES	NP NO
46 0035 : FAIRMONT W-1 P-1	222	270
46 0040 : FAIRMONT W-1 P-2	314	372
46 0050 : FAIRMONT W-2 P-1	245	242
46 0055 : FAIRMONT W-2 P-2	277	319
46 0065 : FAIRMONT W-3 P-1	175	150
46 0070 : FAIRMONT W-3 P-2	212	157
46 0080 : FAIRMONT W-4 P-1	175	214
46 0085 : FAIRMONT W-4 P-2	209	127

Detail of Election Results  
 City of Fairmont  
 Tuesday, November 8, 2022 State General Election

Office Title: CITY QUESTION 4 (Fairmont)

Total:	<b>1829</b>	<b>1851</b>
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Office Title: CITY QUESTION 5 (Fairmont)

Precinct	NP YES	NP NO
46 0035 : FAIRMONT W-1 P-1	218	266
46 0040 : FAIRMONT W-1 P-2	325	353
46 0050 : FAIRMONT W-2 P-1	245	235
46 0055 : FAIRMONT W-2 P-2	258	318
46 0065 : FAIRMONT W-3 P-1	156	170
46 0070 : FAIRMONT W-3 P-2	209	162
46 0080 : FAIRMONT W-4 P-1	161	222
46 0085 : FAIRMONT W-4 P-2	170	154
Total:	<b>1742</b>	<b>1880</b>

Office Title: CITY QUESTION 6 (Fairmont)

Precinct	NP YES	NP NO
46 0035 : FAIRMONT W-1 P-1	273	220
46 0040 : FAIRMONT W-1 P-2	403	282
46 0050 : FAIRMONT W-2 P-1	301	190
46 0055 : FAIRMONT W-2 P-2	340	254
46 0065 : FAIRMONT W-3 P-1	215	110
46 0070 : FAIRMONT W-3 P-2	247	125
46 0080 : FAIRMONT W-4 P-1	196	188
46 0085 : FAIRMONT W-4 P-2	234	96

Detail of Election Results  
 City of Fairmont  
 Tuesday, November 8, 2022 State General Election

Office Title: CITY QUESTION 6 (Fairmont)

Total:	<b>2209</b>	<b>1465</b>
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Office Title: CITY QUESTION 7 (Fairmont)

Precinct	NP YES	NP NO
46 0035 : FAIRMONT W-1 P-1	320	173
46 0040 : FAIRMONT W-1 P-2	465	222
46 0050 : FAIRMONT W-2 P-1	334	162
46 0055 : FAIRMONT W-2 P-2	399	197
46 0065 : FAIRMONT W-3 P-1	232	92
46 0070 : FAIRMONT W-3 P-2	281	94
46 0080 : FAIRMONT W-4 P-1	235	149
46 0085 : FAIRMONT W-4 P-2	259	74
Total:	<b>2525</b>	<b>1163</b>

Office Title: CITY QUESTION 8 (Fairmont)

Precinct	NP YES	NP NO
46 0035 : FAIRMONT W-1 P-1	277	218
46 0040 : FAIRMONT W-1 P-2	372	312
46 0050 : FAIRMONT W-2 P-1	285	207
46 0055 : FAIRMONT W-2 P-2	313	269
46 0065 : FAIRMONT W-3 P-1	181	144
46 0070 : FAIRMONT W-3 P-2	223	140
46 0080 : FAIRMONT W-4 P-1	184	201
46 0085 : FAIRMONT W-4 P-2	215	114

Detail of Election Results  
 City of Fairmont  
 Tuesday, November 8, 2022 State General Election

Office Title: CITY QUESTION 8 (Fairmont)

Total:	<b>2050</b>	<b>1605</b>
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Office Title: CITY QUESTION 9 (Fairmont)

Precinct	NP YES	NP NO
46 0035 : FAIRMONT W-1 P-1	199	289
46 0040 : FAIRMONT W-1 P-2	287	389
46 0050 : FAIRMONT W-2 P-1	224	256
46 0055 : FAIRMONT W-2 P-2	243	333
46 0065 : FAIRMONT W-3 P-1	144	176
46 0070 : FAIRMONT W-3 P-2	187	177
46 0080 : FAIRMONT W-4 P-1	157	227
46 0085 : FAIRMONT W-4 P-2	169	156
Total:	<b>1610</b>	<b>2003</b>

Office Title: CITY QUESTION 10 (Fairmont)

Precinct	NP YES	NP NO
46 0035 : FAIRMONT W-1 P-1	215	274
46 0040 : FAIRMONT W-1 P-2	320	356
46 0050 : FAIRMONT W-2 P-1	245	236
46 0055 : FAIRMONT W-2 P-2	263	311
46 0065 : FAIRMONT W-3 P-1	166	154
46 0070 : FAIRMONT W-3 P-2	175	187
46 0080 : FAIRMONT W-4 P-1	156	228
46 0085 : FAIRMONT W-4 P-2	174	149

Detail of Election Results  
City of Fairmont  
Tuesday, November 8, 2022 State General Election

Office Title: CITY QUESTION 10 (Fairmont)

Total:	1714	1895
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We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the State General Election held on Tuesday, November 8, 2022

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Fairmont Clerk. Witness our official signature at \_\_\_\_\_ in \_\_\_\_\_ County this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

\_\_\_\_\_  
Member of canvassing board

State of Minnesota  
City of Fairmont

I, \_\_\_\_\_, Clerk of the City of Fairmont do hereby certify the within and foregoing \_\_\_\_\_ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Fairmont State General Election held on Tuesday, November 8, 2022.

Witness my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_





Fairmont City Council  
November 14, 2022

Agenda Item: 9.2

**From:** Troy Nemmers, PE, Director of Public Works/City Engineer  
**To:** Mayor and City Council

**Subject:** Discuss change order request from Beemer Companies

**Policy/Action Requested:** Motion to revise contract price and approve a change order in the amount of \$\_\_\_\_\_ for the screen modification project at the WWTP.

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:**

**Overview:** The Council approved Beemer Companies as the low bidder for the screen modification project at the September 12<sup>th</sup> meeting. The low bid was approved at \$688,990 with the next lowest bid amount being \$867,000. Beemer Companies discovered an error in their bid after the preconstruction meeting when they were working with one of the vendors on the project. A few of the components of the project were pre-selected so the costs for these components were included in the original project bidding documents. The error occurred when the contractor went to include these costs in their bid. One of the components was quoted by the vendor as an individual unit, not a total cost for the 2 units required for the project. The quote sheet from the vendor is attached for review. The contractor entered only the cost for 1 unit, not 2 which resulted in the lower bid. The contractor is requesting an adjustment of \$143,449 to account for the additional unit, profit, and overhead costs. This would bring the total project cost to \$832,439 which would still qualify as the low bidder on the project.

Generally speaking in the construction bidding process, a contractor’s bid is what they are held accountable for. This situation seems a little unique, so staff has recommended to bring to the City Council for review and guidance on a path forward. Beemer Companies has said they are willing to honor their original bid price and not withdraw their bid but are asking for the Council’s consideration in this situation.

John Graupman with Bolton and Menk will attend the meeting to present more information.

**Budget Impact:** The engineer’s estimate for the project was \$1,000,000 and the project budget was \$750,000.

**Attachments:** Beemer Companies contract change request  
Vendor bid pricing sheet from original bid documents

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

**From:** [Lee Beemer](#)  
**To:** [Troy Nemmers](#)  
**Cc:** [Guy Beemer](#)  
**Subject:** Fairmont WWTP Screen Modifications  
**Date:** Tuesday, October 25, 2022 4:57:53 PM  
**Attachments:** [image001.png](#)

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Troy,

We discovered a mistake in our bid we submitted to the City of Fairmont for the WWTP Screen Modifications. After the notice to proceed was issued we requested Vessco to send us the submittal package for the materials they were supplying. Since these were included in the specifications provided, we did not look at the details as we were assuming everything was included in there price, after sending Vessco a email to get submittals they replied with a clarification where we found our mistake:

I just wanted to make sure since it wasn't very clear that you know the screen price was for one of the 2 screens. That number needs to be doubled.

**Thank you,**

**Clark Corbett** | President

c: 612-805-2266 | w: 952-314-0626 | [ccorbett@vessco.com](mailto:ccorbett@vessco.com)

8217 Upland Circle, Chanhassen, MN 55317  
Vessco Inc. | Celebrating Over 40 Years of Clean Water



After going back and reviewing the quote there was one unit of two included in their price for the screens. The pumps and compactors were listed as lump sum items so we were covered on those.

The bid tab was a single line lump sum for a total of \$688,990

The total bid with the additional screen of \$130,771 plus 10% P&O would be \$832,439

We are asking for an additional \$143,449 for the 2<sup>nd</sup> screen.

Let us know how you would like to proceed.

Thank you for your help.

*Lee Beemer*

**BEEMER COMPANIES**

1988 135<sup>th</sup> St

Fairmont, MN 56031

M: (507) 236-4242

D: (507) 235-2902

O: (507) 235-6779





<b>Screen Belt Components</b>	
Perforated Plate Weldment	96
Teeth	16
Snap Rings	192
Conveyor Chain	96
Filter Shafts	10
Washers	192

**Notes on Conversion:**

- 1- All electrical conduits, wire etc. and installations required to install the auxiliary NEMA 4X Control Panel, Solenoid Valve and Brush Motor are the responsibility of the owner.**
- 2- NEMA 4X Control Panel to installed in a non-hazardous location**
- 3- Owner is responsible to provide 3/4” pipe water line by the Bar Screen, for the connection to the spray system.**
- 4- Power requirements are 120/1/60 for solenoid valve and 480/3/60 for the brush motor and local control panel.**
- 5- (2) Spray headers will require a total of 10 gpm at 10 psi or 20 gpm at 40 psi, recommended 3/4” pipe.**

**ITEM 2 OFFERINGS - PURCHASE PRICE**

**2.A Parkson Certified On-site Rebuild by Owner with OEM Parts and Parkson Supervision (per Unit)..... \$130,771.00 USD**

- 1. To ensure work site safety, customer/owner is responsible for pivoting the unit from the channel, thoroughly cleaning, pressure washing, disinfecting the unit, and reinstalling unit in channel. Customer is also responsible for all field work, with supervision of rebuild efforts by Parkson.
- 2. All parts listed in [1B] above.
- 3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
- 4. Removal and reinstallation of the unit in the channel is excluded.
- 5. Work supervised by Parkson certified personnel.
- 6. Taxes excluded.

**Field Service Supervision / Start-Up Assistance - Included**

Parkson will furnish one certified technician as required to supervise rebuild of the unit, provide start-up and operator training. Customer agrees to provide 3 workers to perform rebuild labor during the entire rebuild process. Should they get pulled off the job for other reasons additional charges will be incurred by Buyer. Dates of service to be scheduled upon receipt of Buyer’s written request.



Fairmont City Council
November 14, 2022

Agenda Item: 9.3

From: Troy Nemmers, PE, Director of Public Works/City Engineer
To: Mayor and City Council

Subject: Professional services agreement with DGR for electric system improvements

Policy/Action Requested: Motion to approve a professional service agreement (Task Order #4) with DGR for electrical facilities upgrades

Vote Required: [X] Simple Majority [ ] Roll Call

Recommendation: Approval

Overview: DGR has completed an electric distribution system analysis and capital plan for the city. The results of this analysis have generated several projects that the city needs to undertake to maintain a reliable electric system. Some of these improvements are based on aging infrastructure and some are tied to local facility expansions that will increase the electric load on the distribution system. Many of these projects are quite substantial and have estimated costs approaching \$15 million over the next 10 years. Three of these projects include the need to replace or add transformers at the city's substations. The current lead time quoted by suppliers on transformers of this size is approximately 3 years. City staff has been working with DGR and SMMPA on these plans and has determined that the preliminary design process needs to begin so the transformers can be ordered. Attached is task order #4 from DGR to get this preliminary design process completed so transformers can be ordered. This task order is for estimated fees in the amount of \$83,700.

The system analysis and capital plan has been presented to the PUC and they were supportive of the results and plans to move forward. In addition, the city staff has initiated a rate study that will be completed in 2023 to determine the best approach to funding these significant and necessary improvements.

Budget Impact: The 2023 budget includes funding for this phase of the project.

Attachments: DGR Task Order #4

\*\*\*\*\*
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

## TASK ORDER

Task Order No. 4

Effective Date: \_\_\_\_\_

### Task Order Amendment to the DGR ENGINEERING Master Agreement for Professional Services

DGR Engineering (Consultant) agrees to provide to: City of Fairmont, Minnesota (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 20th day of October, 2015.

**TASK ORDER PROJECT NAME:** Electrical Facilities Upgrades

**TASK ORDER PROJECT DESCRIPTION:** The City of Fairmont (City or Owner) intends to perform facility improvements and additions to its electrical facilities. This includes Fairmont Energy Station (FES) substation upgrades, the proposed West Substation, and the 10<sup>th</sup> St. Substation transformer addition. The FES and West substation facility upgrades will be a joint venture with SMMPA.

**DGR CONTACT PERSON:** Stuart Anderson, Project Manager or  
Brendan Metzger, Design Engineer

**CLIENT CONTACT PERSON:** Troy Nemmers, Director of Public Works/City Engineer or  
Martin Meixell, Electric Distribution Superintendent

### SCOPE OF WORK:

#### **Transformer Procurement:**

##### Bidding Phase:

- Prepare specifications for major materials to be delivered to the sites.
- Coordinate one (1) major bid package for up to three (3) power transformers.
  - Prepare plans, specifications, and contract documents to allow receiving of bids.
  - Provide Advertisements for Bids and send out specifications to potential bidders.
  - Respond to bidder questions.
  - Review bids and provide an Award Recommendation.

## **FES Substation Upgrades [Preliminary Scope]:**

### Preliminary Phase:

- Conduct fieldwork to ascertain the required facilities necessary to develop the proposed improvements.
- Evaluate and analyze the existing substation facilities and develop a preliminary one-line diagram and supporting documents to define the final scope of the substation improvement construction.
- Develop an updated project schedule.
- Prepare a brief preliminary design memo that outlines the general design of the project, including any preliminary decisions, materials to be specified, cost summary, and other items that will affect the final design.

### Design Phase:

- Prepare specifications for major materials to be delivered to the site including the circuit switcher and control panel.
- Physical Design:
  - Obtain field survey information, including boundary and topographical data.
  - Arrange for a soil testing firm to obtain soil structural characteristics and resistivity test data to assist with the ground grid and foundation designs.
  - Prepare plans and specifications for the substation work, including site work, concrete, steel structures, control building, switchgear, control panels, circuit switcher, and other items.
  - Develop physical design plans, including site work and grading, foundations, steel structures, bus work, shielding, ground grid, raceway, equipment installation, control building, and equipment wiring.
- Develop controls and protective relaying design plans for the substation equipment.
- Coordinate key design matters, including equipment preferences and selection, design criteria, and SCADA interface with the Client.
- Produce drawings, plans, sketches, elevations, descriptions, and documents as necessary to describe the intended construction.
- Develop communication plans and diagrams between equipment within the substation.
- Coordinate relaying design with the Client.
- Design and develop protection and control drawings for the following design tasks:
  - One-line diagram.
  - Conceptual panel layouts.
  - Control cable schedules and interconnection drawings depicting connections between the control panels, the AC and DC panels, and the yard equipment.
- SCADA Development
  - Update the points list for new equipment.

### Bidding Phase:

- Coordinate three (3) major bid packages: 15 kV switchgear and control panels, circuit switcher, and substation construction.
  - Provide Advertisements for Bids and send out specifications to potential bidders.
  - Respond to bidder questions.

- Review bids and provide an Award Recommendation.

#### Construction Phase:

- Review major material shop drawings.
- Assist in construction administration and scheduling.
- Respond to construction questions as needed.
- Conduct site visits to observe construction as needed.
- Assist with and/or observe the commissioning of substation equipment.
- Determine protective relay settings for the substation equipment
- Develop testing specifications for testing the new and existing relays.
- Commission new SCADA points and controls.
  - Screen updates for new facilities.
  - Verify values accurately portray field values.
  - Functional testing of SCADA controls (open/close, on/off, LTC).
  - Verify new points alarm correctly.

#### Post-Construction Phase:

- Perform final on-site quantity checks of installed units.
- A final review will be conducted, and punch list(s) will be developed and furnished to the Contractor. Final close-out documents will be developed and processed.
- Record drawings will be furnished, along with a final inventory of installed units.
- Assist with orientation for Client personnel.

### **West Substation [Preliminary Scope]:**

#### Preliminary Phase:

- Conduct fieldwork to ascertain the required facilities necessary to develop the proposed improvements.
- Evaluate and develop a preliminary one-line diagram, site layout, and supporting documents to define the final scope of the substation construction.
- Develop an updated project schedule.
- Prepare a brief preliminary design memo that outlines the general design of the project, including any preliminary decisions, materials to be specified, cost summary, and other items that will affect the final design.

#### Design Phase:

- Prepare specifications for major materials to be delivered to the site including circuit switcher, switchgear, and control panel.
- Physical Design:
  - Obtain field survey information, including boundary and topographical data.
  - Arrange for a soil testing firm to obtain soil structural characteristics and resistivity test data to assist with the ground grid and foundation designs.
  - Prepare plans and specifications for the substation work, including site work, concrete, steel structures, control building, switchgear, control panels, circuit switcher, and other items.



- Develop physical design plans, including site work and grading, foundations, steel structures, bus work, shielding, ground grid, raceway, equipment installation, control building, and equipment wiring.
- Design and develop protection and control drawings for the following design tasks:
  - One-line diagram.
  - Conceptual panel layouts.
  - Control cable schedules and interconnection drawings depicting connections between the control panels, the AC and DC panels, and the yard equipment.
  - Develop control schematics and wiring diagrams for new equipment.
  - Develop relay settings in protective relays.
  - Develop LTC settings for the new power transformer.
  - Program RTAC for SCADA.
- Coordinate key design matters, including equipment preferences and selection, design criteria, and SCADA interface with the Client.
- Produce drawings, plans, sketches, elevations, descriptions, and documents as necessary to describe the intended construction.
- Develop communication plans and diagrams between equipment within the substation.
- SCADA Development
  - Update the points list for new equipment.

Bidding Phase:

- Coordinate three (3) major bid packages: 15 kV switchgear and control panels, circuit switcher, and substation construction.
  - Provide Advertisements for Bids and send out specifications to potential bidders.
  - Respond to bidder questions.
  - Review bids and provide an Award Recommendation.

Construction Phase:

- Review major material shop drawings.
- Assist in construction administration and scheduling.
- Respond to construction questions as needed.
- Conduct site visits to observe construction as needed.
- Assist with and/or observe the commissioning of substation equipment.
- Determine protective relay settings for the substation equipment
- Develop testing specifications for testing the new relays.
- Commission new SCADA points and controls.
  - Screen updates for new facilities.
  - Verify values accurately portray field values.
  - Functional testing of SCADA controls (open/close, on/off, LTC).
  - Verify new points alarm correctly.

Post-Construction Phase:

- Perform final on-site quantity checks of installed units.
- A final review will be conducted, and punch list(s) will be developed and furnished to the Contractor. Final close-out documents will be developed and processed.
- Record drawings will be furnished, along with a final inventory of installed units.

- Assist with orientation for Client personnel.

### **10<sup>th</sup> Street Substation Transformer Addition [Preliminary Scope]:**

#### Preliminary Phase:

- Conduct fieldwork to ascertain the required facilities necessary to develop the proposed improvements.
- Evaluate and analyze the existing substation facilities and develop a preliminary one-line diagram and supporting documents to define the final scope of the substation improvement construction.
- Develop an updated project schedule.
- Prepare a brief preliminary design memo that outlines the general design of the project, including any preliminary decisions, materials to be specified, cost summary, and other items that will affect the final design.

#### Design Phase:

- Prepare specifications for major materials to be delivered to the site and distribute to interested suppliers.
- Physical Design:
  - Arrange for a soil testing firm to obtain soil structural characteristics and resistivity test data to assist with the ground grid and foundation designs.
  - Prepare plans and specifications for the substation work, including site work, concrete, steel structures, control building, and other items.
  - Design new foundation details for power transformer and steel structures.
  - Design an oil containment system for the transformer.
  - Design 69 kV buswork modifications.
  - Design raceway and ground grid modifications.
- Protection and Control Design:
  - Update existing equipment and relay control schematics and three-line diagrams.
  - Update existing wiring diagrams for control panels.
  - Develop control schematics and wiring diagrams for new equipment.
  - Develop or update relay settings in protective relays.
  - Develop LTC settings for the new power transformer.
  - Update settings in existing RTAC for SCADA.
  - Control cable schedule.
- SCADA Development
  - Update the points list for new equipment.

#### Bidding Phase:

- Coordinate three (3) major bid packages: control panel(s), circuit switcher, and substation construction.
  - Provide Advertisements for Bids and send out specifications to potential bidders.
  - Respond to bidder questions.
  - Review bids and provide an Award Recommendation.

#### Construction Phase:

- Review major material shop drawings.
- Assist in construction administration and scheduling.
- Respond to construction questions as needed.
- Conduct site visits to observe construction as needed.
- Assist with and/or observe the commissioning of substation equipment.
- Determine protective relay settings for the substation equipment
- Develop testing specifications for testing the new and existing relays.
- Commission new SCADA points and controls.
  - Screen updates for new facilities.
  - Verify values accurately portray field values.
  - Functional testing of SCADA controls (open/close, on/off, LTC).
  - Verify new points alarm correctly.

Post-Construction Phase:

- Perform final on-site quantity checks of installed units.
- A final review will be conducted, and punch list (s) will be developed and furnished to the Contractor. Final close-out documents will be developed and processed.
- Record drawings will be furnished, along with a final inventory of installed units.
- Assist with orientation for Client personnel.

**PROJECT BUDGET:** The following is the initial project budget for each project as of the third quarter 2022 and based on the planning efforts that have been completed so far:

West Substation Upgrades

Estimated material and construction cost	\$3,400,000
Contingency and engineering	<u>\$ 850,000</u>
Subtotal:	\$4,250,000

FES Substation Upgrades

Estimated material and construction cost	\$3,000,000
Contingency and engineering	<u>\$ 750,000</u>
Subtotal:	\$3,750,000

10th Street Substation Transformer Addition

Estimated material and construction cost	\$1,800,000
Contingency and engineering	<u>\$ 450,000</u>
Subtotal:	\$2,250,000

**PROJECT SCHEDULE:** Following is the initial project schedule:

Transformer Material Bidding	November 2022 – January 2023
Transformer Award	February 2023
FES Transformer Estimated Delivery	2025
West Sub Transformer Estimated Delivery	2025
10 <sup>th</sup> Street Sub Transformer Estimated Delivery	2026

**FEE ARRANGEMENT:** The fee structure for this project is shown below:

**Transformer Procurement**

<u>Task</u>	<u>Fee Type</u>	<u>Fee</u>
Bidding	Lump Sum	\$ 28,700
<b>Total:</b>		<b>\$ 28,700</b>

**FES Substation Upgrades**

<u>Task</u>	<u>Fee Type</u>	<u>Fee</u>
Preliminary Phase	Hourly Estimate	\$ 20,000
Final Design – Physical	Lump Sum	**
Final Design – P&C	Lump Sum	**
Bidding	Lump Sum	**
Construction Administration	Hourly Estimate	**
Final	Hourly Estimate	**
<b>Total:</b>		<b>\$ **</b>

**West Substation**

<u>Task</u>	<u>Fee Type</u>	<u>Fee</u>
Preliminary Phase	Hourly Estimate	\$ 20,000
Final Design – Physical	Lump Sum	**
Final Design – P&C	Lump Sum	**
Bidding	Lump Sum	**
Construction Administration	Hourly Estimate	**
Final	Hourly Estimate	**

Total: \_\_\_\_\_ \$ \*\*

**10<sup>th</sup> Street Substation Upgrades**

<u>Task</u>	<u>Fee Type</u>	<u>Fee</u>
Preliminary Phase	Hourly Estimate	\$ 15,000
Final Design – Physical	Lump Sum	**
Final Design – P&C	Lump Sum	**
Bidding	Lump Sum	**
Construction Administration	Hourly Estimate	**
Final	Hourly Estimate	**
Total:		_____ \$ **

\*\*The engineering fees for all segments other than the transformer procurement and preliminary phases will be added later by amendment after the completion of the preliminary design defining the scope and timing of the projects.

The lump sum fee includes all expenses including mileage, subsistence and deliverables costs, and progress billings will be invoiced monthly to represent the appropriate percentage complete for applicable lump sum task.

All hourly work will be billed at the Hourly Fee schedule in effect at the time the work is performed. In addition, expenses associated with travel and vehicle mileage at IRS rates will be charged while personnel are on-site.

**SPECIAL TERMS AND CONDITIONS:** Shop drawing review, change orders, and delivery coordination for materials shall be completed under the scope of the upcoming projects listed in the Task Order Project Description above.

City of Fairmont, MN  
(Client)

DeWild Grant Reckert and Associates  
Company d/b/a DGR Engineering  
(Consultant)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Authorized signature and Title)

Title: \_\_\_\_\_  
(Authorized signature and Title)

Address: \_\_\_\_\_

Address: 1302 South Union Street

City: \_\_\_\_\_

City: Rock Rapids, IA 51246

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# DGR ENGINEERING

JULY 2022

## HOURLY FEE SCHEDULE A

<b>Personnel Grade</b>	<b>Engineer Hourly Rate</b>	<b>Technician Hourly Rate</b>	<b>Administrative Hourly Rate</b>
01	\$100	\$59	\$54
02	\$106	\$64	\$56
03	\$112	\$69	\$60
04	\$118	\$73	\$65
05	\$127	\$78	\$70
06	\$140	\$84	\$75
07	\$152	\$88	\$80
08	\$162	\$94	\$85
09	\$175	\$100	\$90
10	\$187	\$106	\$96
11	\$200	\$112	\$103
12	\$212	\$117	\$118
13	\$226	\$123	\$135
14	\$232	\$132	\$166
15	\$238	\$142	\$219

### Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at IRS standard mileage rate plus \$0.25 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.



Fairmont City Council  
November 14, 2022

Agenda Item: 9.4

**From:** Cathy Reynolds  
**To:** Mayor and City Council

**Subject:** Interim Engineering Services

**Policy/Action Requested:** Motion to approve the contract with Bolton & Menk for interim engineering services.

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** Staff recommends approval of the contract.

**Overview:**

With Troy’s departure from the city, staff meet with Bolton & Menk about providing interim engineering services. Many projects we hope to be able to keep moving in house, but some projects will require outside assistance. This contract will put in place a framework for assistance to be provided to staff as needed. If more assistance is needed on a specific project task orders will be prepared to detail the work to be completed on a project.

Staff recommends the approval of this contract.

**Budget Impact:**

While these services were not in the planned budget, the amount can be covered by the unpaid salary and benefits during the term of the contract.

**Attachments:**

1. Bolton & Menk Proposal
2. Agreement for Professional Services

\*\*\*\*\*

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



**BOLTON  
& MENK**

Real People. Real Solutions.

1501 South State Street | Suite 100 | Fairmont, MN 56031  
507-238-4738 | Bolton-Menk.com

November 9, 2022

Cathy Reynolds, City Administrator  
City of Fairmont  
100 Downtown Plaza  
Fairmont, MN 56031

Re: Proposal for Interim Engineering Services

Dear Ms. Reynolds:

Thank you for having the confidence in us to fulfill your needs for interim city engineering services during this transitional period. Bolton & Menk, Inc. specializes in providing public infrastructure solutions. Since 1949, we have been committed to improving quality of life through engineering excellence and client satisfaction. From advocating for our communities to designing their dreams to finding funding; we take pride in our work because we live in these same communities. Today, Bolton & Menk has more than 800 employees throughout 28 offices providing services to more than 500 communities and agencies. Bolton & Menk has been working with the City of Fairmont since the mid-1960s. We have provided services for many recent projects, including Lake Avenue Improvements, Cedar Park Trail Extension, WWTF Screen Modifications, Whitetail Ridge Development, Community Center Planning, I-90 Trail Extension, Margaret Street Improvements, Lair Road Bridge Reconstruction, and many more. We have also previously served as the city's designated or interim city engineer for a combined 12 years on 5 different occasions over the last 40 years.

Based on our conversation, I understand interim city engineering services may include items such as MS4 permitting and reporting, oversight and signature of construction documents, plat reviews, state aid needs and certification of mileage reporting, capital improvement planning, state aid reimbursements, pay estimates, and day-to-day correspondence. At this time, no regularly scheduled office hours are anticipated but this can be provided upon request. For other projects requiring design, project management, or reports, separate fee estimates will be provided.

<p><b>General Engineering Services</b></p> <p>The City of Fairmont will need general professional engineering not associated with specific projects. We provide leadership and support with a range of issues from capital improvement plans to public policy to permits and approvals and more. If it is engineering related and within the city's jurisdiction, we can help.</p>	<p><b>Design &amp; Bidding Services</b></p> <p>Part of our work as interim city engineer is to help the City of Fairmont secure the best services at the best prices. We take care of the process from start to finish, including preparing specifications for bidding, handling the bidding process, and preparing documents for your selected contractor.</p>	<p><b>Construction Project</b></p> <p>The city's public infrastructure management requires both public and private construction. We are experts in project management. Based on your needs, we provide assistance ranging from public engagement to construction observation to project documentation. Private services are tracked separately to allow you to collect reimbursement from developers as needed.</p>	<p><b>Technical Reports</b></p> <p>Municipal development funding can require a variety of technical reports: feasibility, preliminary assessment, plat reviews, utility studies, etc. With Bolton &amp; Menk, you have a team of experts virtually down the hall. We serve as your advocate and watch dog, making sure the "I"s are dotted and the "T"s are crossed.</p>	<p><b>Meeting Attendance and Communication with Constituents</b></p> <p>We attend city council and planning meetings to address and explain engineering-related topics as needed. Our goal is to make sure city representatives and constituents' questions are answered and everyone understands the process and the projects.</p>
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We have extensive experience with the anticipated needs associated with providing interim city engineering services. In addition, our office is located within minutes from city hall and we are available to assist the City of Fairmont at a moment's notice. The City of Fairmont will have continuous access to me through cell phone and email. We understand that problems are not confined between normal business hours; many times, operational issues arise after hours in times of storms and emergencies. We pride ourselves on timely and efficient service.

At Bolton & Menk, we understand the value of truly operating as an integral part of city staff. For this reason, when providing general staff oversight and performing day-to-day activities, we will charge a flat rate of \$95 per hour. No mileage or travel time will be billed to the city.

We look forward to assisting you with this position and ensuring all duties are met to make the transition as easy and efficient as possible for the City of Fairmont. If you have any questions or need additional information, please contact me at 507-381-0380 or Wesley.Brown@bolton-menk.com.

Sincerely,  
**Bolton & Menk, Inc.**



Wesley W. Brown, PE  
Senior Principal Engineer

## CIVIL/MUNICIPAL PLANNING & ENGINEERING

- 3D Printing
- City-Led Public Infrastructure Design and Inspection
- Citywide Infrastructure Management Plan
- Concrete Pavement Rehabilitation
- Consulting Engineer Transition Services
- Inflow and Infiltration Investigation
- OpenRoads Training & Support
- Performance Sports Field
- Site Planning
- Smoke Testing
- Stadium Design
- Stormwater Utility
- Synthetic Turf Design
- UAV (Drone) Services
- Watermain Pipe Condition Assessment Services
- Broadband in Street and Highway Projects



### WATER & WASTEWATER ENGINEERING

- Water & Wastewater Treatment Design & Planning
- Industrial Wastewater Consulting & Design
- Water & Wastewater Pilot Plant Testing
- Water Distribution & Supply Services
- Water Storage, Towers, and Coatings
- Telecommunication Services
- Wells & Wellhead Protection Plans
- Wastewater Collection System Engineering
- Lift Station Design & Rehabilitation
- Permitting Assistance
- Process Optimization & Troubleshooting
- Biosolids Consulting
- Cost of Service Studies for Water & Wastewater Utilities
- Specialty Funding Consulting
- Filter Evaluation Services



### TRANSPORTATION PLANNING & ENGINEERING

- Highway & Street Corridors
- Traffic Safety & Operations
- Bridge & Structural
- Transit & Multimodal Mobility
- Bikeway & Trail Corridors
- Stakeholder & Community Engagement
- Environmental Compliance
- Construction Services
- Connected Automated Vehicles
- Parking Services
- StreetLight Analysis
- Traffic Studies
- Speed Limit Policies & Procedures
- Active Transportation Services



### PROJECT FUNDING SUPPORT

- Knowledge of Funding Sources
- Positioning Your Project for Success
- Grant Writing, Application Process & Funding Administration
- Franchise Fees



### AVIATION SERVICES

- Airport Management
- Planning
- Environmental Reviews
- Aeronautical Surveying
- Design & Construction
- Airport Building Facilities
- Geographic Information System Services
- Airport Zoning
- Approach Development



### STRUCTURAL SERVICES

- Bridge & Building Design
- Expansion & Renovation
- Retaining Walls
- Foundation Design
- Piping & Equipment Supports
- Conditions Assessment
- Load Rating & Analysis
- Existing Conditions Evaluation
- Incident, Fracture & Emergency Damage Inspection
- Coatings Inspection



### PLANNING & URBAN DESIGN

- Environmental Planning
- Community Planning
- Transportation Planning
- Trails, Parks & Recreation Planning
- Landscape Architecture & Urban Design
- Wayfinding & Monumentation
- Public Engagement & Communication
- Comprehensive Planning
- Corridor Planning



## WATER RESOURCES ENGINEERING

- Stormwater Planning & MS4 Management
- Hydrologic & Hydraulic Modeling
- TMDL Assistance & Implementation
- Best Management Practice & Water Quality Improvements
- Stormwater Reclamation & Reuse Design
- Floodplain Assessment & Mapping
- Culvert & Waterway Analysis
- Wetland Services
- Agricultural Drainage
- MS4 Stormwater Pond Bathymetric Assessment
- MS4 Stormwater Pond Sediment Removal
- Two-Dimensional Stormwater Modeling
- Nutrient Reduction Strategies
- Stormwater BMP Establishment & Maintenance Manual
- LSiD™



## ENVIRONMENTAL PLANNING & PERMITTING

- Archaeological Survey & Investigation
- Aquatic Resource Delineation & Permitting
- Aquatic Resource & Prairie Restoration Services
- Community History & Interpretation
- Local Government Unit Services
- Natural Resource Surveys
- Environmental Documentation
- Funding Environmental Reviews



## CONSTRUCTION ADMINISTRATION & INSPECTION

- Schedule Management/Project Controls
- Delivery of Projects with Special Funding
- Enhanced Public Communication & Outreach
- Roadway, Bridge & Interchanges
- Private Utility Relocation Management & Permit Reviews
- ADA-Compliance Reviews
- Trenchless Utility Construction & Rehabilitation
- Signal & Lighting Systems
- Public Utility Coordination



## PROJECT COMMUNICATION

- Inclusive Community Engagement
- Digital & In-Person Communication & Engagement Tools
- Pop-up Meetings, Open Houses & Community Events
- Project Messaging & Branding
- Graphic Design & Visualizations



## LAND SURVEYING

- Topographic
- Boundary & ALTA
- Residential Lot & Rural Acreage
- Subdivision Layout
- Right-of-Way & Easement Services
- Construction Staking
- Hydrographic
- UAV/Drone Services
- 3D Laser Scanning
- Energy Services
- UAV LiDAR (ND Only)



## GEOGRAPHIC INFORMATION SYSTEMS

- GIS Project & Technical Management
- ArcGIS Enterprise Implementation
- GIS Web Application Development
- Desktop GIS Customization
- Data Automation & Analysis
- Geospatial Data Collection
- UAV Services & Remote Sensing
- CRASHiD™
- ENVISIONiD™
- GeoCP™
- GeoCP™ 360
- GeoCV™
- INPUTiD™
- RoadBotics™ Pavement Evaluation
- Underground Structure Inspection and Condition Assessment



## CREATIVE STUDIO SERVICES

- Studio & On-Location Video Production
- Community Marketing & Public Outreach Videos
- 2D, 3D, & 4D Animation
- 3D Interactive Applications
- Visualizations & 3D Renderings
- Ground & UAV Aerial Photography
- Graphic Design Services
- Project Website Development



Real people helping build safe, sustainable, and beautiful communities.



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www.Bolton-Menk.com

**AGREEMENT FOR PROFESSIONAL SERVICES**

**2023 GENERAL ENGINEERING SERVICES**

**CITY OF FAIRMONT, MINNESOTA and BOLTON & MENK, INC.**

This Agreement, made this \_\_\_ day of November, 2022, by and between CITY OF FAIRMONT, 100 Downtown Plaza, Fairmont, Minnesota 56031, (“CLIENT”), and BOLTON & MENK, INC., 1501 South State Street, Suite 100, Fairmont, Minnesota 56031, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with City Engineer duties including 1) general municipal engineering matters, and 2) various project specific assignments or tasks; 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. GENERAL ENGINEERING SERVICES**

1. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed general engineering services as described in Exhibit I.

**B. PROJECT SPECIFIC SERVICES**

1. Engineering and other professional services requested for specific project related studies, surveys, design, plan and specification preparation and construction administration may be authorized as Project Specific Services by separate Task Order or Addendum for each assignment and in connection with each proposed project (referred to as “Project” or “project”) associated with that Task Order or Addendum. A sample Task Order form is attached at the end of this Agreement.
2. Scope, schedule, and compensation for each Project Specific Services assignment shall be documented by a separate Task Order or Addendum and invoiced under a separate project or task number for each assignment. Upon acceptance of the Task Order or Addendum, the CONSULTANT agrees to perform the required services for the assignment.
3. Project Specific Services shall be compensated in accordance with Section III.A.3 and as expressly set forth in the applicable Task Order or Addendum for such Services.

**C. ADDITIONAL SERVICES**

1. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph IV.B.

## 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 not limited to: boundary surveys, topographic surveys, utility information, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. 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 public portions of the project and reasonable efforts to provide access to private portions 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 CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in the appropriate Task Order.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction 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. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

(Remainder of this page intentionally left blank)

**SECTION III - COMPENSATION FOR SERVICES**

A. FEES.

1. The CLIENT agrees to compensate the CONSULTANT at the rate of **\$95.00 per hour for the first 20 hours** of general engineering service performed each month.
2. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services beyond 20 hours each month or as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

**Schedule of Fees**

Employee Classification	Hourly Billing Rates
Senior Principal	\$230-290/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$150-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$130-220
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$130-215
Project Engineer/Surveyor/Planner/Landscape Architect	\$70-185
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$90-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-175
Senior Technician (Inc. Construction, GIS, Survey <sup>1</sup> )	\$90-180
Technician (Inc. Construction, GIS, Survey <sup>1</sup> )	\$65-160
Administrative/Corporate Specialists	\$60-140
Structural/Electrical/Mechanical/Architect	\$120-175
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

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

3. The preceding Schedule of Fees shall apply for services provided through December 31, 2023. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Additional services as outlined in Section I.C will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.3.
7. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work.

## B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

## 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 or duration of the project from that described in this Agreement or any Task Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

### C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and



consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.

5. 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 provided hereunder.

#### D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance

shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

#### 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 at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

#### G. USE OF ELECTRONIC/DIGITAL DATA

1. 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 for 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).
2. 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

1. 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 a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. 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. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

## 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 until December 31, 2023; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

## K. TERMINATION

This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT'S services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.

3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
4. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
5. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, 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. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
6. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

#### L. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under 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 Agreement, 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. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV and Documents Retention clause 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.

Q. 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.

R. CONTROLLING LAW

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

S. 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 then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

**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. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

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

**CLIENT: CITY OF FAIRMONT, MINNESOTA**

**CONSULTANT: BOLTON & MENK, INC.**

By: \_\_\_\_\_

By: Wesley W. Brown

Printed Name: \_\_\_\_\_

Printed Name: Wesley W. Brown, P.E.

Title: \_\_\_\_\_

Title: Senior Principal Engineer

ATTACHMENTS: Exhibit I – Consultant’s Services  
Exhibit II – Sample Task Order Form

**EXHIBIT I – CONSULTANT’S SERVICES**

**2023 GENERAL ENGINEERING SERVICES**

**CITY OF FAIRMONT, MINNESOTA**

**I.A. BASIC SERVICES**

For purposes of Section I.A of this Agreement, Basic Services to be provided by the CONSULTANT are as follows:

1. CONSULTANT shall attend CLIENT staff meetings as requested and shall assist CLIENT staff on engineering related topics.
2. As requested by CLIENT, CONSULTANT shall attend City Council meetings, and other committee meetings.
3. CONSULTANT shall advise and provide engineering services to CLIENT staff and Council for general engineering matters in which the City becomes involved. This Agreement is not intended to include engineering services for specific improvement and construction projects.
4. Upon request by CLIENT staff, CONSULTANT shall review zoning and/or municipal codes, building and site plans, right-of-way permits, and other documents for conformance with CLIENT engineering standards.
5. CONSULTANT is entitled to rely on accuracy of documents as furnished for review without independent verification or calculation. Such reviews are solely for the information and benefit of the CLIENT as a professional opinion limited to consideration of CLIENT’s established review criteria. CONSULTANT’s services shall not be construed as verification, approval, or acceptance of any third-party design or documents. If additional review, beyond that described herein, is desired by CLIENT, such services will be performed as Additional Services.
6. Other specific assigned duties of CONSULTANT under this Agreement.

**EXHIBIT II – SAMPLE TASK ORDER FORM  
CITY OF FAIRMONT, MN AND BOLTON & MENK, INC.  
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

**TASK ORDER NO:** Sample Number

**CLIENT:** City of Fairmont, MN

**CONSULTANT:** Bolton & Menk, Inc.

**DATE OF THIS TASK ORDER:** Sample Date

**DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES:** November 14, 2022

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

**1.0 Scope of Services:**

CONSULTANT shall perform the Services listed below or in the attached Exhibit I. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

**2.0 Fees:**

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows: *Sample Fee Arrangement Description*

**3.0 Schedule:**

Schedule for performance of Services will be as follows or as set forth in attached Exhibit I, such that all services will be completed by Sample Date.

**4.0 Deliverables**

Deliverables will be as follows or as set forth in the attached Exhibit I.

**5.0 Term**

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT’S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

**6.0 Other Matters**

*Sample Other Matters Description*

**7.0 Project Managers**

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CLIENT:  
*Client Project Manager Name*  
100 Downtown Plaza  
Fairmont, Minnesota 56013  
Office Phone: 507-238-9461  
Email: *Client Project Manager Email*

BOLTON & MENK, INC.  
Wesley W. Brown, P.E.  
1501 S State Street, Suite 100  
Fairmont, MN 56031  
Office Phone: 507-238-4738  
Email: wesley.brown@bolton-menk.com

**CLIENT: CITY OF FAIRMONT, MINNESOTA**

**CONSULTANT: BOLTON & MENK, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

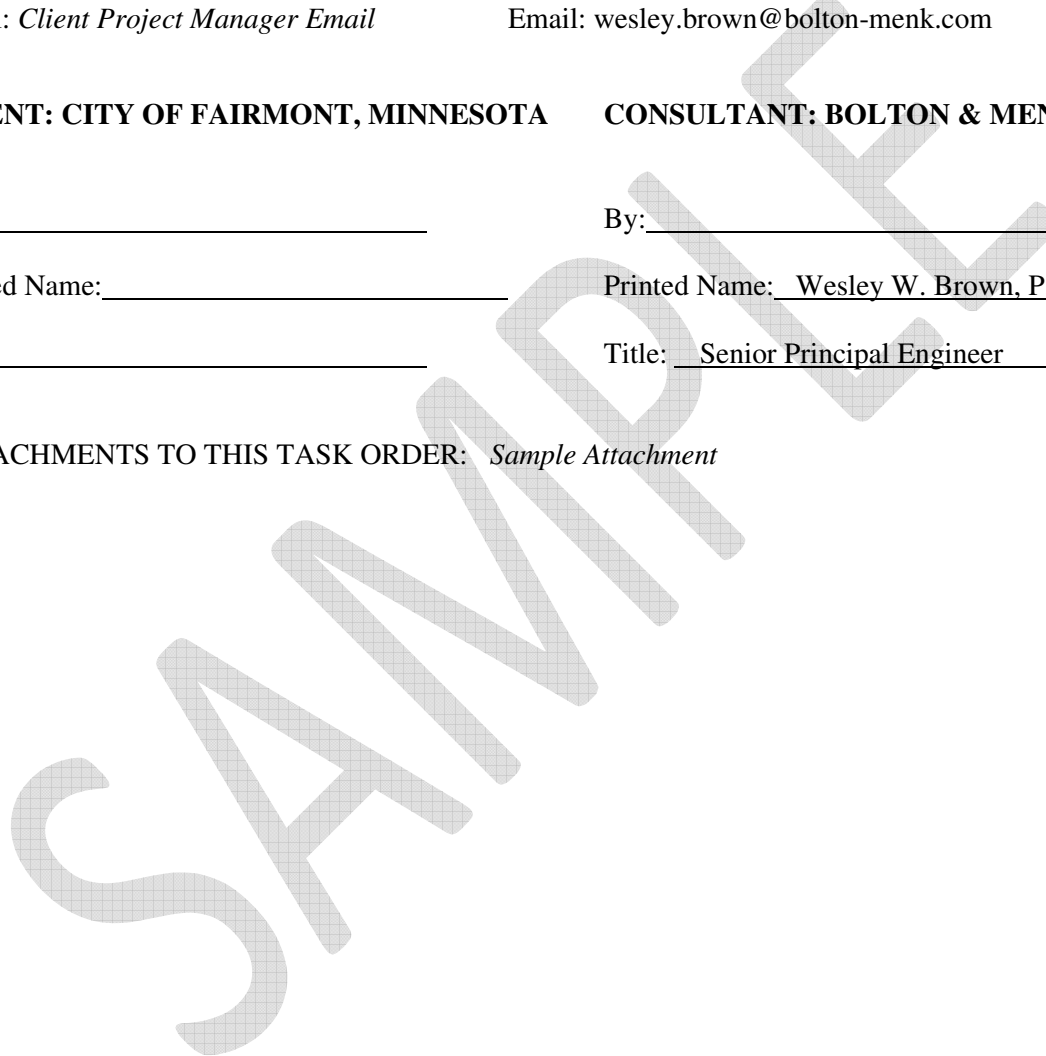
Printed Name: \_\_\_\_\_

Printed Name: Wesley W. Brown, P.E.

Title: \_\_\_\_\_

Title: Senior Principal Engineer

ATTACHMENTS TO THIS TASK ORDER: *Sample Attachment*







Fairmont City Council  
November 14, 2022

Agenda Item: 9.5

**From:** Cathy Reynolds  
**To:** Mayor and City Council

**Subject:** Charter Commission Funding

**Policy/Action Requested:**

1. Motion to approve reimbursing Mike Katzenmeyer \$375 for partial payment of the Charter Commission Photo Press Ad.
2. Motion to approve payment of \$90 to AdMfg for graphic design for the Charter Commission Photo Press Ad.
3. Motion to approve \$2500 in additional funding for the Charter Commission's 2022 budget.

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:**

**Overview:**

At the September 26, 2022 council meeting the Council voted to deny the Charter Commission's request for an additional \$2500 in funding for their 2022 budget. This left the Charter Commission with \$726.70 remaining in their budget for 2022.

On October 17, 2022 staff was asked to approve the expense for an add in the Photo Press for the Charter Commission. The cost of the ad was \$1075. As this exceeded the remaining budget of the Charter Commission the request was initially denied. Mike Katzenmeyer then stated he would pay the remaining \$375 if the city would authorize the \$700. This was authorized with the acknowledgement that the Charter Commission still had outstanding 3<sup>rd</sup> quarter legal fees that would need to be paid.

At the October 19, 2022 Charter Commission meeting, Mike Katzenmeyer presented his cost of \$375 for the Photo Press ad and the AdMfg cost of \$90 for the graphic design of the ad ran in the Photo Press to the Charter Commission and asked for Commission to vote to submit these expenses to the city for payment.

The Charter Commission then passed a motion to again request an additional \$2500 in budgetary funding for 2022.

Since the Charter Commission meeting the 3<sup>rd</sup> quarter legal bill has been received and the Charter Commission legal expense was \$480. With the \$700 Photo Press ad expense and the \$480 in legal fees the Charter Commission has overspent their 2022 budget by \$453.30.

**Budget Impact:**

If Council votes to approve the additional expenses for the Photo Press ad, the Charter Commission will be \$918.30 overbudget for 2022.

**Attachments:**

\*\*\*\*\*

Council Action: \_\_\_\_\_

Date: \_\_\_\_\_



Fairmont City Council  
November 14, 2022

Agenda Item: 9.6

**From:** Cathy Reynolds  
**To:** Mayor and City Council

**Subject:** Fire Services Contract

**Policy/Action Requested:** Motion to approve the Fire Services Contract.

**Vote Required:**  Simple Majority      Roll Call

**Recommendation:** Staff recommends approval of the contract.

**Overview:**

The City has a fire services contract with the United Township Coop Fire Association. This association membership includes the following: Center Creek, East Chain, Pleasant Prairie, Silver Lake, Fairmont, Rutland, Rolling Green and Fraser Township. The current contract was negotiated in 2017 and is effective through December 2022.

In anticipation of the expiration of the contract the Fire Chief and City Administrator met with the Association to discuss the contract, services provided and to negotiate a new five-year agreement. The attached agreement is the product of the conversations and has been approved by the Association.

Staff recommends approval of the agreement.

**Budget Impact:**

**Attachments:**

- 1. Fire Services Contract

\*\*\*\*\*

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Fairmont**  
**Fire Protection Contract**

**THIS AGREEMENT**, effective \_\_\_\_\_, by and between the City of Fairmont, a municipal corporation (hereinafter referred to as “the City”); and the United Township Coop Fire Association in Martin County, Minnesota (hereinafter referred to individually as “UTCFA”

**WITNESSETH:**

**WHEREAS**, the UTCFA are the owners of fire fighting trucks and equipment used for fighting fires in the UTCFA area, and;

**WHEREAS**, the UTCFA transferred title to the fire fighting trucks and equipment listed in the Exhibit C to the City, and;

**WHEREAS**, it is the desire of the UTCFA to keep said fire fighting trucks and equipment in the City of Fairmont and have the same operated by competent firefighters who are members of the Fairmont Fire Department and;

**WHEREAS**, The City may from time to time use the fire fighting trucks and equipment for the purpose of fighting fires within the corporate limits of the City of Fairmont when the same is not used in fighting fires in the UTCFA fire service area, and;

**WHEREAS**, The City has a proper and suitable building currently located at 216 East 4<sup>th</sup> Street in the City of Fairmont where said trucks and equipment can be well kept and stored, and;

**WHEREAS**, the UTCFA desires to have the Fairmont Fire Department provide fire protection and emergency medical response services within the Fire Service Area described in Exhibit A attached here to and made a part hereof (hereinafter referred to as Fire Service area) and;

**WHEREAS**, the parties have agreed upon pricing of contracted Service, to the UTCFA based upon Exhibit B.

**NOW, THEREFORE**, in consideration of the foregoing promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. DEFINITION OF TERMS.** For the purpose of this Agreement, the terms in this Agreement shall have the following meanings:
  - 1.1.** “UTCFA” means the United Township Cooperative Fire Association which is a party to this Agreement for purposes of apportioning costs of Contracted Services. At the effective date hereof the UTCFA members are Center Creek, East Chain, Pleasant Prairie, Silver Lake, Fairmont, Rutland, Rolling Green, and Fraser Township.
  - 1.2.** “Contract term” means the five (5) year term of this Agreement which Contracted Services will be rendered to the UTCFA by the City, commencing **January 1, 2023**, and expiring

**December 31, 2027.**

- 1.3.** “Contracted Services” means firefighting, fire suppression and fire prevention, emergency incident management, rescue, emergency medical response, and hazardous materials response (does not include medical transport services).
- 2. AGREEMENT FOR SERVICE.** During the term hereof, and during any extended or renewal term, the City agrees to maintain equipment and manpower capacity and capability at not less than current levels and to provide fire protection and emergency medical response services to the UTCFA on the terms and conditions contained herein.
- 3. LEVEL OF SERVICE.**

  - 3.1.** The City shall employ its best efforts to protect and save life and property from destruction by fire or medical emergency in the Fire Service Area.
  - 3.2.** Notwithstanding the generality of the foregoing, the City agrees to purchase, own or lease, and, in all events, maintain in good order and repair such firefighting trucks and equipment and related equipment as may be necessary and suitable for delivery of Contracted Services in the Fire Service Area it may deem appropriate to its mission and contracted responsibilities.
  - 3.3.** All decisions concerning call priority shall be made in the sole discretion of the Fire Chief or other Fire officer who may be in charge in the absence of the Fire Chief, and such decisions shall be final when exercised in good faith and upon a reasonable basis. Calls for Contracted Services in the Fire Service Area shall have no less priority than calls elsewhere within the jurisdiction of the City. FURTHER PROVIDED, nothing herein shall be construed to require the City to respond to a call when all available equipment and personnel are responding to a previously reported call or when weather and road conditions are such that, in the discretion of the Fire Chief or other Fire officer in charge, the call cannot be made with reasonable safety to officers, fire firefighters, and equipment.
- 4. COST OF SERVICE.** The cost of Contracted Services to the UTCFA shall be determined at the start of each five-year term using the methodology contained in Exhibit B.

  - 4.1.** The allocated costs of Contracted Services to the UTCFA shall be payable twice yearly on June 1 and December 1 or, upon mutual agreement of the City and the Contracting UTCFA, in quarterly installments.
  - 4.2.** In the event that the City incurs an unbudgeted expenditure within the fire district (for example - to rent or lease specialized equipment or contract with personnel to provide fire protection or emergency response services in a specific instance) the UTCFA, upon their approval, shall bear all costs incidental thereto, less any amounts reimbursed or otherwise recovered by the City from the property owner or the property owner’s insurer.

## 5. EQUIPMENT OWNERSHIP AND MAINTENANCE

- 5.1** The UTCFA owns the fire trucks listed in Exhibit C. The City currently has title to the described trucks. The UTCFA may in the future request the trucks described in Exhibit C be transferred back to the UTCFA and the title or titles to the trucks shall be transferred to the UTCFA WITHIN 30 days by the City. The transfer of any UTFCA truck back to the UTCFA will require an amendment to the current agreement.
- 5.2** The fire trucks co-owned by the City and UTCFA described in Exhibit D will continue in service until the City and the UTCFA mutually agree the vehicles are no longer able to perform mechanically to provide adequate fire protection. The trucks will then be sold and the UTCFA and the City will share in the sale proceeds equally. The UTCFA and the city will decide if another joint truck should be purchased.
- 5.3** During the remaining service life of the trucks identified in Exhibit C and any new trucks the UTCFA purchase, it is agreed that the UTCFA will all pay major maintenance expenses and repairs. The City will pay all gas and oil and minor maintenance expenses for repairs of \$500.00 and under. The City will also insure the trucks to the same level as all other trucks. New trucks purchased by the UTCFA will meet NFPA standards. The Fire Chief and truck committee will meet and confer on truck specifications.
- 5.4** The City will pay 100% of all gas, oil, minor and major repair of those trucks listed in Exhibit D.

## 6. ADMINISTRATIVE RESPONSIBILITY

- 6.1.** Contracted Service rendered to the UTCFA pursuant to this Agreement shall be under the sole direction of the City and City shall have exclusive and complete control over the delivery and performance of Contracted Services
- 6.2.** The level of services rendered, standards of performance, hiring and discipline of personnel assigned, and all matters related to City policies, procedures, rules, and regulations shall be consistent with historic levels of service provided by the City and shall remain within the control of the City.
- 6.3.** Personnel assigned to provide Contracted Services hereunder shall be the City's responsibility. The City shall assume all obligations with respect to workers' compensation, Firefighter Relief Association payments and benefits, withholding tax, and insurance for each Fairmont firefighter. The City and its members, firefighters and agents shall not be employees of any Contracting UTCFA, and the City shall be responsible for timely payments of all taxes, workers' compensation benefits, and compensation for injuries to its members, firefighters and agents while performing their duties. UTFCA shall not be required to provide any of the foregoing compensation or non-wage benefits or assume any other liability of employment to any member firefighter or other person assigned to duty by the City within the UTCFA.
- 6.4.** Dispute resolution. Any disputes between parties to this Agreement concerning functions and services to be rendered hereunder or the level or manner of delivery and performance of such

services shall be resolved by the Fire Chief of the City and a duly authorized representative of the UTCFA. In the event the Fire Chief and the UTCFA representative are unable to reach a resolution the parties will use a mediation process.

- 6.5. Annual report.** The City shall provide an annual report to the UTFCA prior to the annual meeting to reflect the most recent five (5) year history of fire and emergency medical response calls in the Fire Service Area, the most recent five (5) year summary of Fire Department revenues and expenses and a current list of fixed assets and capital equipment.

## **7. TERM AND TERMINATION.**

- 7.1.** The term of this Agreement shall be five (5) years, commencing January 1, 2023 and terminating December 31, 2027 and shall be renewed if mutually agreed upon terms, conditions and new fees have been established thereafter; or terminated prior thereto pursuant to the following:
- (a) For any reason with at least one (1) year written notice prior to termination date.
- 7.2.** In the event an agreement has not been reached at the expiration of this agreement the contract will remain in place for an additional 1 year at the same terms as the final year of the contract as long as the parties continue negotiations and neither gives notice of termination of the contract.
- 7.3.** Any notice of termination shall be given in writing in the manner provided in Section 8.9 of this Agreement.

## **8. MISCELLANEOUS.**

- 8.1. Captions.** Captions and paragraph headings contained in this Agreement are for convenience of reference only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. All capitalized terms shall have the meanings ascribed to them in this Agreement.
- 8.2. Entire agreement.** This Agreement, together with exhibits hereto, constitutes the entire agreement between the parties, supersedes any prior or contemporaneous oral or written agreements regarding the subject matter hereof, and may not be amended or changed, nor any provision waived, except in writing by the parties.
- 8.3. Benefit and succession.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns but may not be assigned without the written consent of the parties hereto.
- 8.4. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable

under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

- 8.5. Counterparts.** This Agreement may be executed in counterparts, all of which shall constitute the same instrument, but each copy shall be deemed an original. Facsimile or electronic signatures shall be binding as if they were an original signature.
- 8.6. Insurance Requirements.** The City shall maintain general liability insurance for its services and shall include the UTCFA as an additional insured for the term of this contract and any extensions thereof. The City shall also maintain inland marine, automobile, and property insurance coverages. Upon request the City shall provide the UTCFA proof of such insurance coverages and the additional insured endorsement naming the UTCFA annually by the anniversary date of this contract.
- 8.7. Indemnification.** The City agrees to defend and indemnify the UTCFA against any claims brought or actions filed against the UTCFA arising from the City's performance under this contract for services. Under no circumstances, however, shall the City be required to pay on behalf of itself and the UTCFA, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for the Townships and the City may not be added together to determine the maximum amount of liability for the City. The intent of this subdivision is to impose on the City a limited duty to defend and indemnify the UTCFA for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
- 8.8. No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or otherwise.
- 8.9. Notice.** Any notice required or permitted to be delivered in connection with this Agreement shall be in writing and may be given by certified mail, facsimile or electronic mail, hand delivery, or by overnight courier and shall be deemed to have been received (a) if given by certified mail, return receipt requested, three (3) days after date of deposit in the United States mail, postage prepaid; (b) if given by facsimile, electronic mail, or hand delivery, when such notice is received by the party to whom it is addressed; or (c) if given by overnight courier, when delivered. Notice shall be sent to the parties at the address set forth below; PROVIDED, that any party having a change of address shall provide such change of address within five (5) business days to the other parties:





STATE OF MINNESOTA )

SS:

COUNTY OF MARTIN )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public, within and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ the Chairman, Vice President, and Treasurer for United Township Cooperative Fire Association, a cooperation, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**Exhibits to be included:**

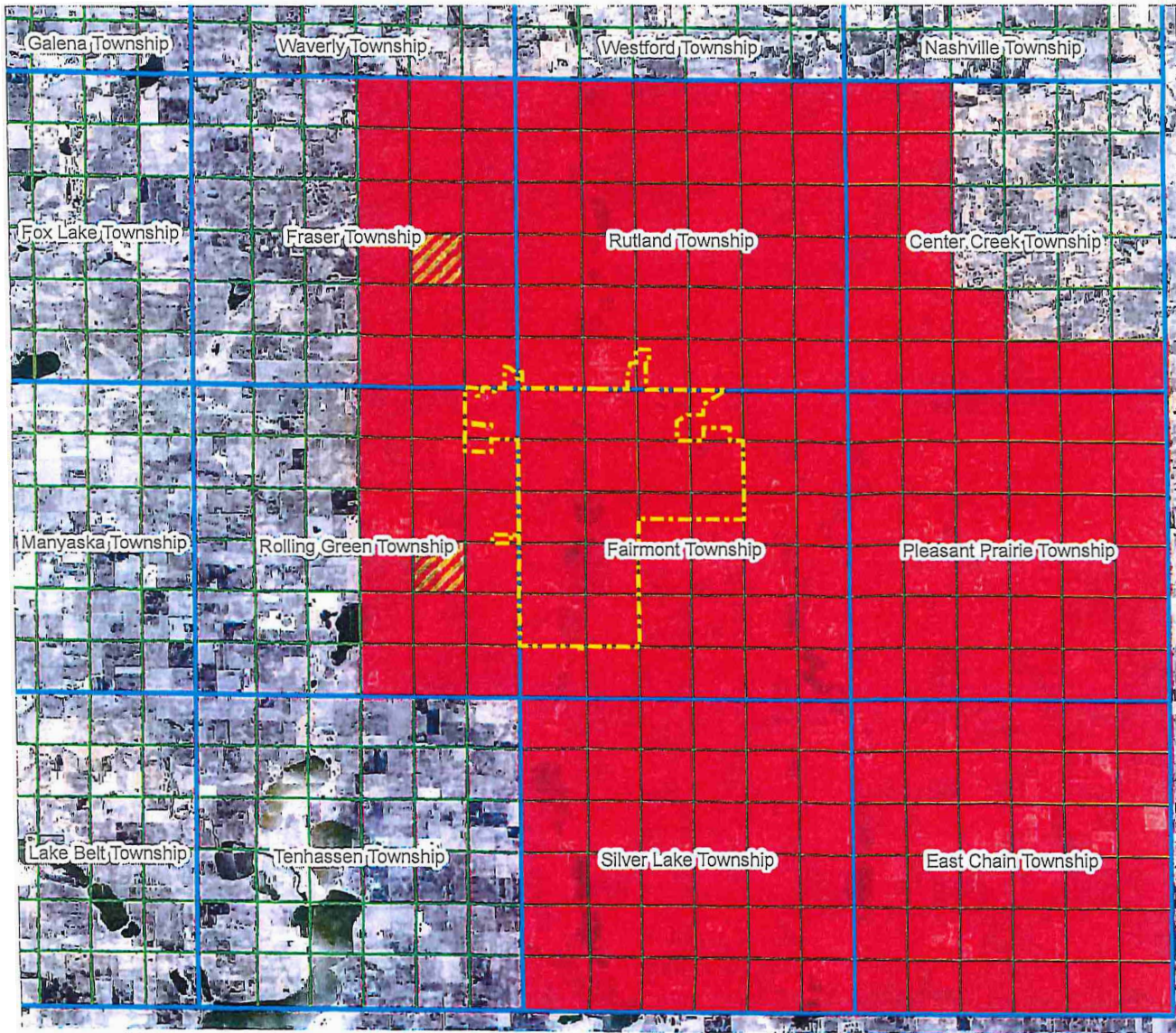
**A - Map of Fire Service Area**

**B – Formula**

**C – Township Owned Trucks**

**D – Co-owned Trucks**

# Exhibit A - Fairmont Fire Service Area



## Legend

- Fairmont City Limits
- Townships
- Sections
- Fire District
- Section 23 Fraser
- Section 23 Rolling Green

\*Please note that Section 23 in Fraser Township and Section 23 in Rolling Green Township are not included in Fire Service Area.



## **EXHIBIT B**

1. Fire calls throughout the UTCFA will be billed \$1,000 per call plus reimbursement for wages in calls lasting over 1 hour to be paid to the City by the UTCFA.
2. The UTCFA will also pay the city \$239 per section in stand-by fees to offset additional budgeted expenses not covered by the billed call revenues. The fees will increase each year in accordance with the 12-month change reported on Consumer Price Index (CPI-U) as reported in May of each year. Any price adjustment will be capped at 4%.

## **EXHIBIT C**

### Township Owned Trucks & Equipment:

Engine 2	2003 Chevy/Rosenbauer General
Tanker 5	1992 Chevy Smeal
Engine 7	1998 Freightliner/Rosenbauer General
	2012 18' Rescue Trailer (United Utility Trailer)

## **EXHIBIT D**

### Co-owned Trucks:

Engine 1	2012 Ford / Rosenbauer General
Engine 6	1988 Spartan / 3D
Engine 11	1992 Chevy / Central States



Fairmont City Council  
November 14, 2022

Agenda Item: 9.7

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

**Subject:** United Township Fire Truck Purchase Order

**Policy/Action Requested:**

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** To approve PO 14471.

**Overview:**

The United Township is purchasing a new fire truck to replace engine 7, and they will be able to get a better price on the cost of the fire truck if purchased through the Sourcewell Cooperative Purchasing Contract. They are not a member of this cooperative purchasing contract, but the City of Fairmont is. The United Township would like the City to purchase this fire truck through the purchasing cooperative and then reimburse the City for the cost of the fire truck.

**Budget Impact:** The United Township will be reimbursing the City for the cost of the new fire truck so there will be no impact to the City's budget.

**Attachments:** PO 14471

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_





**Cathy Reynolds**

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**From:** Britney Kawecki  
**Sent:** Friday, November 4, 2022 9:02 AM  
**To:** Cathy Reynolds  
**Subject:** form

**Council Member Agenda Request  
(11-4-2022)**

**Agenda Item:** 10.1

**From:** Britney

**Subject:** Human Rights Commission Re-instatement

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**Staff Action Requested:** provide the ordinance established and background information for the commission for the council and current interest from the public.

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**Overview:**

**Attachments:**

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you kindly,  
Britney Kawecki  
Council Member: Ward 2  
(952).210.1431.



**Council Member Agenda Request  
November 14, 2022**

**Agenda Item: 10.2**

**From:** Councilor Peters

**Subject:** Individual Council Member Use of Staff Time

**Staff Action Requested:**

**Overview:**

Discuss staff time spent on individual council member requests and direct staff not to expend any additional time on matters brought by the council member without receiving direction from a majority vote of the council in accordance with the Council Policy, paragraph 9.d.

**Attachments:**

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



Fairmont City Council  
November 14, 2022

Agenda Item: 11.B.1

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

**Subject:** Third 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 Third Quarter Financial Report.

**Budget Impact:** NA

**Attachments:** Third Quarter Financial Report

\*\*\*\*\*  
Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

City of Fairmont, MN  
Statement of Revenues, Expenditures  
and Changes in Fund Balance  
General Fund  
September 30, 2022

<b>Revenues</b>	2022 Budget	2022 Actual	% of Budget	2021 Actual
Taxes	3,492,525	1,923,144	55.06%	1,969,536
Licenses & Permits	194,300	171,822	88.43%	172,060
Intergovernmental	4,031,001	2,708,664	67.20%	2,456,311
Charges for Services	648,026	646,431	99.75%	641,034
Fines & Forfeits	48,500	26,610	54.87%	35,175
Interest Earnings	60,000	99,927	166.55%	22,861
Miscellaneous	111,750	69,745	62.41%	77,932
Total Revenues	<u>8,586,102</u>	<u>5,646,343</u>	65.76%	<u>5,374,909</u>
<b>Expenditures</b>				
Current				
General Government	1,655,186	1,096,688	66.26%	1,009,407
Public Safety	3,890,486	2,625,056	67.47%	2,481,033
Streets	1,829,948	1,281,582	70.03%	1,222,585
Sanitation	180,271	139,034	77.12%	106,561
Culture & Recreation	1,650,211	1,261,382	76.44%	1,202,148
Total Expenditures	<u>9,206,102</u>	<u>6,403,742</u>	69.56%	<u>6,021,734</u>
<b>Revenues/Expenditures</b>	<u>-620,000</u>	<u>-757,399</u>		<u>-646,825</u>
<b>Other Financing Sources (Uses)</b>				
Sale of Assets	-			61,768
Transfers In	825,000	639,796	77.55%	637,637
Transfers Out	-205,000		0.00%	-
Total Other Financing Sources (Uses)	<u>620,000</u>	<u>639,796</u>		<u>699,405</u>
<b>Net Change in Fund Balance</b>	0	-117,603		52,580
<b>Fund Balance, January 1</b>		<u>7,016,752</u>		<u>6,141,660</u>
<b>Fund Balance, June 30</b>		<u>6,899,149</u>		<u>6,194,240</u>
Fund Balance Policy 55%-65%		74.9%		69.1%