

FAIRMONT CITY COUNCIL AGENDA

Monday, February 13, 2023, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
 - 4.1 Proclamation – Kids Against Hunger Day (03)
 - 4.2 Proclamation – School Board Recognition Month (05)
 - 4.3 Community Center Organizational Chart Presentation (07)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (09)
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, January 23, 2023 (10)
 - B. **Check Registers**
 - C. **Other**
 - 6.C.1 Event Permit – Interlaken Heritage Days, June 9 & 10, 2023 (14)
 - 6.C.2 Event Permit – Fairmont Triathlon and Bacon Run 5K, June 17, 2023 (18)
 - 6.C.3 Renewal of Consumption & Display Permit for Chain of Lakes Yacht Club (23)
 - 6.C.4 Community Center Advisory Board (24)
7. **Public Hearings**
8. **Old Business**

9.	New Business	
9.1	Interlaken Heritage Days Festival Funding	(25)
9.2	2023 Improvement Program – Receiving Report and Calling for Public Hearing	(26)
9.3	Minnesota Department of Transportation Agreement	(60)
9.4	FAA Entitlement Transfer to the City of Orr, MN	(75)
9.5	DGR Task Order	(86)
9.6	Voluntary Retirement Agreement	(92)
10.	Council Discussion	
11.	Staff/Liaison Reports	
A.	Public Works	
B.	Finance	
C.	City Administrator	
D.	Mayor/Council	
	Foster – Visit Fairmont, HRA	
	Hasek – PUC	
	Kawecki – Community Center Advisory Board	
	Maynard – FEDA, Community Center Advisory Board	
	Miller – FEDA, CER	
12.	Adjournment	



Fairmont City Council
February 13, 2023

Agenda Item: 4.1

From: Mayor Lee Baarts
To: City Council

Subject: Proclamation – Kids Against Hunger Day

Policy/Action Requested: Proclamation

Vote Required: _____ Simple Majority _____ Roll Call

Recommendation:

Overview: Mayor Lee C. Baarts will proclaim February 18, 2023 as Kids Against Hunger Day in the City of Fairmont. Karen Sandhurst will be present to speak.

Budget Impact: N/A

Attachments: Proclamation

Council Action: _____ Date: _____

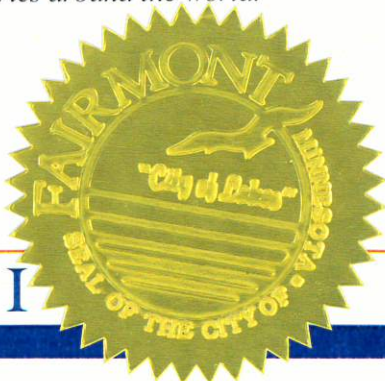
PROCLAMATION

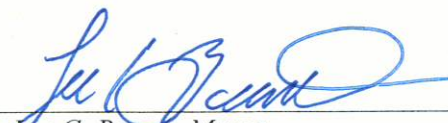
- WHEREAS,** *hunger is still the world's biggest health problem well into the 21st century; and,*
- WHEREAS,** *there are more than 828 million people around the world who do not have enough food to eat and nearly 10% of the people on our planet go to bed hungry every night; and,*
- WHEREAS,** *25,000 people die every day from hunger related causes; and every 10 seconds a child dies because of hunger-related causes; and,*
- WHEREAS,** *about 21% of American households experienced food insecurity in 2022; and,*
- WHEREAS,** *the number of visits to food shelves in Minnesota reached 5.1 million in 2022, the highest in Minnesota's history, and,*
- WHEREAS,** *hunger becomes a cycle of unhealthy pregnancies, poor nutrition in children, chronic health problems leading to lack of education and inability to work, and,*
- WHEREAS,** *in the past fourteen years, Martin County Kids Against Hunger has packaged over 1.4 million meals and raised over \$375,000 to cover the cost of those meals, and,*
- WHEREAS,** *the "Kids Against Hunger" food packet is a nutritionally fortified meal that can be made by just adding water to feed a family of six for less than \$2; and,*
- WHEREAS,** *Martin County volunteers have organized the fourteenth Martin County Kids Against Hunger Pack for Saturday, February 18, 2023, 8:30 am – 3:30 pm, at the Fairmont National Guard Armory with the goal of packing 100,000 meals; and,*
- WHEREAS,** *volunteers of all ages are encouraged to participate or donate and make a difference in the lives of many children and families in Martin County and around the world.*

NOW, THEREFORE, I, Lee C. Baarts, Mayor of the City of Fairmont, County of Martin, Minnesota, do hereby proclaim Saturday, February 18, 2023, as:

Kids Against Hunger Day

and call upon all Fairmont and Martin County citizens to recognize and support the efforts of Martin County Kids Against Hunger in packing life-saving meals for local food shelves and hunger-stricken countries around the world.





Lee C. Baarts, Mayor



Fairmont City Council
February 13, 2023

Agenda Item: 4.2

From: Mayor Lee Baarts
To: City Council

Subject: Proclamation – School Board Recognition Month

Policy/Action Requested: Proclamation

Vote Required: _____ Simple Majority _____ Roll Call

Recommendation:

Overview: Mayor Lee C. Baarts will proclaim the month of February 2023 as School Board Recognition Month in the City of Fairmont.

Budget Impact: N/A

Attachments: Proclamation

Council Action: _____ Date: _____



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

Phone (507) 238-9461

Fax (507) 238-9469

PROCLAMATION

WHEREAS, the City of Fairmont recognizes the importance of public education in our community; and,

WHEREAS, the City of Fairmont appreciates the vital role played by those individuals who, as local school board members, establish policies to ensure an efficient, effective school system; and,

WHEREAS, school board members serve as a voice that enables our community to preserve local management and control of our public schools; and,

WHEREAS, school board members are charged with representing our local education interests to state and federal governments and ensuring compliance with state and federal laws; and,

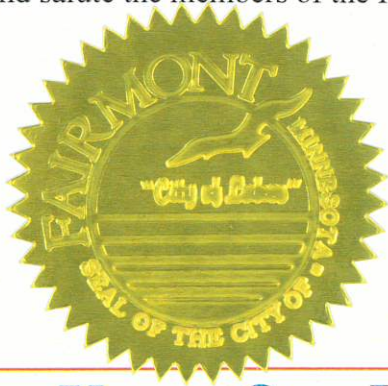
WHEREAS, school board members selflessly devote their knowledge, time and talents as advocates for our schoolchildren; and,

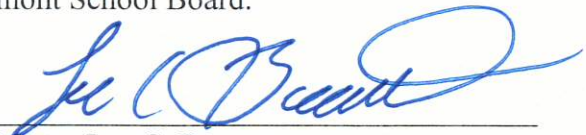
WHEREAS, local school board members are strong advocates for public education and responsible for communicating the needs of the school district to the public and the public's expectations to the district.

NOW THEREFORE, I, Lee C. Baarts, Mayor of the City of Fairmont, do hereby proclaim February 2023 as

SCHOOL BOARD RECOGNITION MONTH

and we recognize and salute the members of the Fairmont School Board.





Mayor Lee C. Baarts



Fairmont City Council
February 13, 2023

Agenda Item: 4.3

From: Cathy Reynolds
To: Mayor and City Council

Subject: Community Center Organizational Chart Presentation

Policy/Action Requested:

Vote Required: ___ Simple Majority ___ Roll Call

Recommendation:

Overview:

The Community Center project has a number of people and organizations involved in the process. Staff developed an organizational chart to help visualize the project and how the different pieces work together. We will walk through the organizational chart during the meeting.

Budget Impact: None

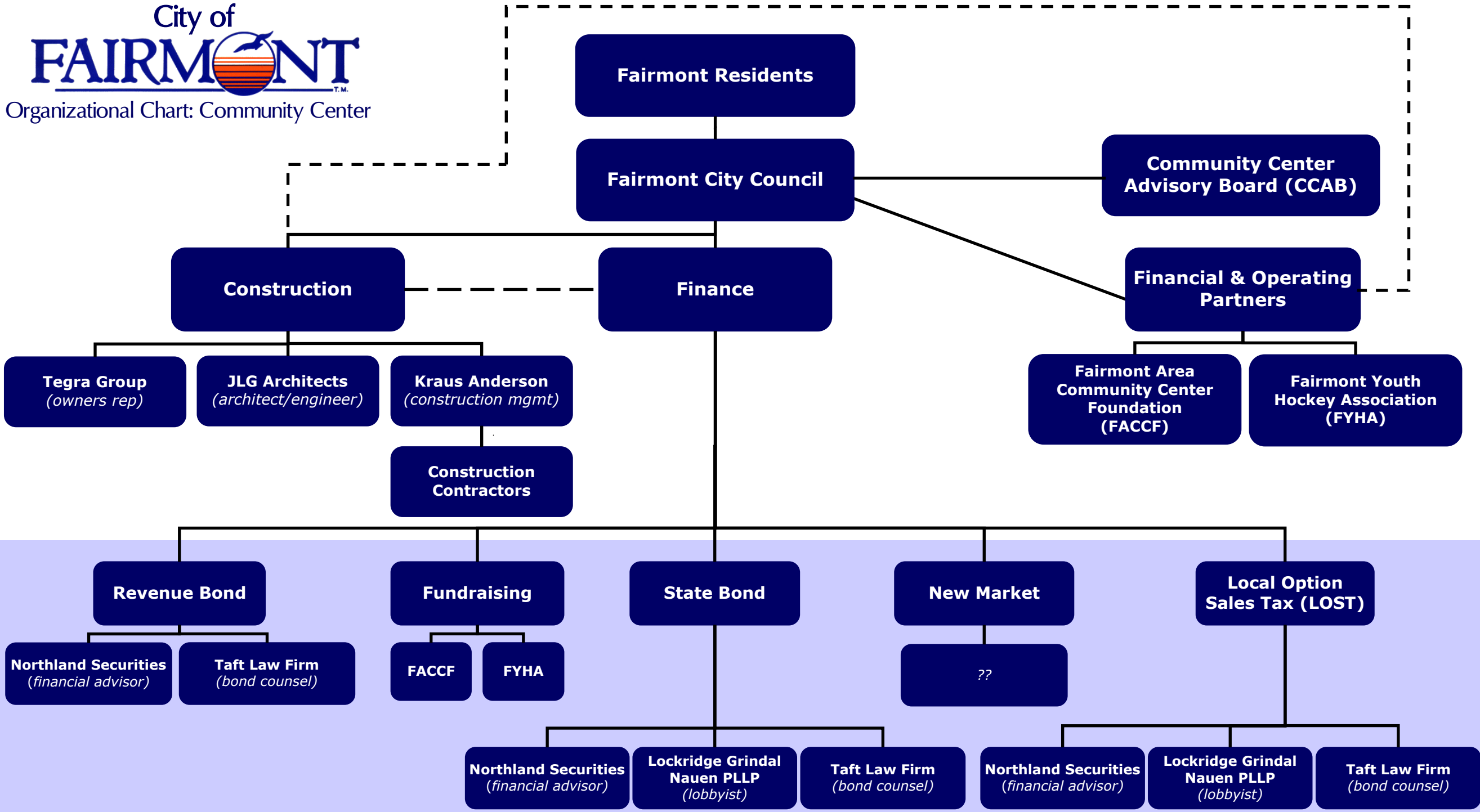
Attachments:

- 1. Community Center Project Organizational Chart

Council Action: _____ Date: _____



Organizational Chart: Community Center



Ownership/Operating/Management Agreement



Fairmont City Council
February 13, 2023

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

Council Action: _____ Date: _____



Fairmont City Council
February 13, 2023

Agenda Item: 6.A.1

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

Subject: Council Minutes from Regular Meeting on January 23, 2023

Policy/Action Requested: To Approve City Council Minutes from January 23, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

Budget Impact: N/A

Attachments: City Council Minutes Regular Meeting, January 23, 2023

Council Action: _____ Date: _____

The minutes of the Fairmont City Council meeting held on Monday, January 23, 2023, at the City Hall Council Chambers.

Mayor Lee Baarts called the meeting to order at 5:30 p.m.

Council Members Deb Foster, Wayne Hasek, Britney Kawecki, Jay Maynard and Michele Miller were present. Also in attendance: City Administrator Cathy Reynolds, Finance Director Paul Hoye, Chief of Police Mike Hunter, City Clerk Patricia Monsen, Economic Development Coordinator Ned Koppen, Civil Engineer Tyler Cowing, City Engineer Wes Brown and City Attorneys Chris Hood, Cara Brown and Lacy Schumacher, via telephone.

Council Member Foster made a motion to approve the agenda with moving consent agenda item 6.C.2 to new business item 9.5. Council Member Maynard seconded the motion and the motion carried.

Mayor Baarts proclaimed February 7-14, 2023 as congenital Heart Defect Awareness week in the City of Fairmont. Hailee Greeley was present and spoke.

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

During Public Comment, Darlene Lutz and Terry Riggs expressed their concerns with a new community center. Steve Hawkins spoke in support of a community center. Richard Bradley thanked the council for the proclamation and stated that he was born with a heart defect.

Council Member Miller made a motion to approve the Consent Agenda. Council Member Maynard seconded the motion and the motion carried. Items on the Consent Agenda were: Minutes from the January 9, 2023 city council meeting; January 2023 accounts payable; Temporary On-Sale Liquor License for Martin County Chapter Pheasants Forever and Authorization to purchase a pickup truck for the Engineering Department.

Mayor Baarts opened the public hearing for a liquor license violation review for Walmart. No one was present to speak at the hearing. Mayor Baarts closed the public hearing. Council Member Maynard made a motion to adopt amended **Resolution 2023-04** imposing a civil penalty upon Walmart. Council Member Hasek seconded the motion and the motion carried.

Council Member Foster made a motion to approve **Resolution 2023-07**, approving the labor contract with LELS for January 1, 2023 – December 31, 2025. Council Member Hasek seconded the motion and the motion carried.

Council Member Miller made a motion to approve **Resolution 2023-08**, approving the labor contract with AFSCME for January 1, 2023 – December 31, 2025. Council Member Maynard seconded the motion and the motion carried.

Civil Engineer Tyler Cowing presented the proposed 2023 Improvement Program. Council Member Miller made a motion to approve **Resolution 2023-05**, ordering the preparation of the engineering report for the street improvements. Council Member Maynard seconded the motion and the motion carried.

Council Member Foster made a motion to adopt the park policy. Council Member Miller seconded the motion and the motion carried.

Council Member Kawecki made a motion to approve the selection of Lockridge, Grindal, Nauen, PLLP as lobbyists and to enter into a contract with them for the community center local option sales tax and state bonding requests. Council Member Maynard seconded the motion and the motion carried. Council Member Hasek abstained from the discussion and from the vote, as he had a conflict of interest.

Council Member Foster made a motion to approve **Resolution 2023-06**, approving the labor contract with IBEW for January 1, 2023 – December 31, 2025. Council Member Miller seconded the motion and the motion carried.

Council Member Miller made a motion to approve a self-propelled paver in an amount not to exceed \$140,000 for the Street Department. Council Member Foster seconded the motion and the motion passed with a majority of the votes.

At the request of Council Member Kawecki, the following discussions were held: water treatment/wastewater, tree waste site, food trucks allowed at the parks and beach sand/volleyball courts. No direction was given to administration on these topics.

At the request of Council Member Maynard, a discussion was held regarding the Community Center Advisory Board. The majority of the council did not want any action taken on this topic.

Reynolds thanked the Streets and Parks Department for their work with snow removal this year. They have been busy moving snow and clearing catch basins. Reynolds reported that the final work has begun for the lime pond decommissioning. The AMI project began on January 4th for the water meter installations and that they are moving along well.

Hoye presented the December 31, 2022, investment report.

Reynolds stated that she will be attending the Collation of Greater Minnesota Cities Legislative Action Day in St. Paul on Wednesday, January 25th. She will be meeting with our State Representative and State Senator to talk about the Local Option Sales Tax, and State Bonding Bill from 2022, which did not get passed.

Council Member Hasek reported that LTD Broadband gave a presentation to the PUC about putting an antenna on one of our water towers. They also approved that if a resident had no electrical service, they would not be charged a minimum charge.

Council Member Kawecki reported that the library is doing very well. They are looking at replacing the roof of the library. They also got a new scanning system for checking out books and this will be being implemented in March.

Council Member Maynard reported that the Airport Board meeting was held to update new members.

Council Member Miller reported that CER classes have been very well attended. In May the new CER catalog will be send out. She stated that CER is looking for coordinators for T-ball and flag football.

A motion was made by Council Member Maynard, seconded by Council Member Hasek and carried to adjourn the meeting at 7:15 p.m.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
February 13, 2023

Agenda Item: 6.C.1

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

Subject: Event Permit – Interlaken Heritage Days, June 9 and 10, 2023

Policy/Action Requested: Motion to approve the Event Permit for Interlaken Heritage days on June 9 and 10, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Interlaken Heritage Days Committee has applied for an Event Permit to hold Interlaken Heritage Days on June 9 and 10, 2023. Events are planned at Heritage Acres for Friday, June 9, 2023 and at Gomsrud Park on Saturday, June 10, 2023. There is a parade beginning at 6:00 p.m., which will go through Downtown Plaza and on North North Avenue. A street dance will be held at Sylvania Park Band Shell with food trucks in the parking lot.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 1/23/23

Permit Fee: \$15.00

Event: Interlaken Heritage Days

Sponsoring entity: _____

Address: PO Box 322, Fairmont MN 56031

Maximum estimated number of persons expected to attend at any one time: 1000+

Event coordinator(s): Marlys Brummond, Corey Walter, Rachel Greeley, Velma Schaal, Judi Polzin,
Contact Info: 236-3841 (marlys) Phone # Dustin Tino, Jedi Martin
interlakenheritagedays@gmail.com E-mail

Primary contacts (during event):

Name: Rachel Greeley

Name: Marlys Brummond

Cell#: 236-2953

Cell#: 236-3841

E-mail: greeleyr161@gmail.com

E-mail: marlysbbrummond@hotmail.com

Event Start: Day/Date Friday, June 9, 2023 Time: 5:00 pm

Event End: Day/Date Saturday, June 10, 2023 Time: 11:45 pm

Setup: Day/Date Friday, June 9 Start time: 1:00 pm End Time: _____

Teardown: Day/Date Saturday, June 10 Start time: 11:45 pm End Time: _____

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

Friday - Free Community Meal, live music, inflatables.
Saturday - Pedal Pull, craft show, children's activities, Prairie Ecology Bus,
pontoon rides, possible canoe rides and food vendors at Gomsrud Park.
Saturday evening - parade
Saturday night - Street dance

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

Friday - Heritage Acres
Saturday - Gomsrud Park grassy areas for children's activities and
craft show. Paved parking lot for food vendors and bus and pedal pull.
Shelter house for crafts and projects.
Parade - attached route
Street dance - Sylvania Park band shell. Paved parking lot for food
vendors.

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

Two portable toilets at parade line-up

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

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

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

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
 If yes, please describe: Live music at Heritage Acres + Sylvania Park, parade announcing downtown.

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

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

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

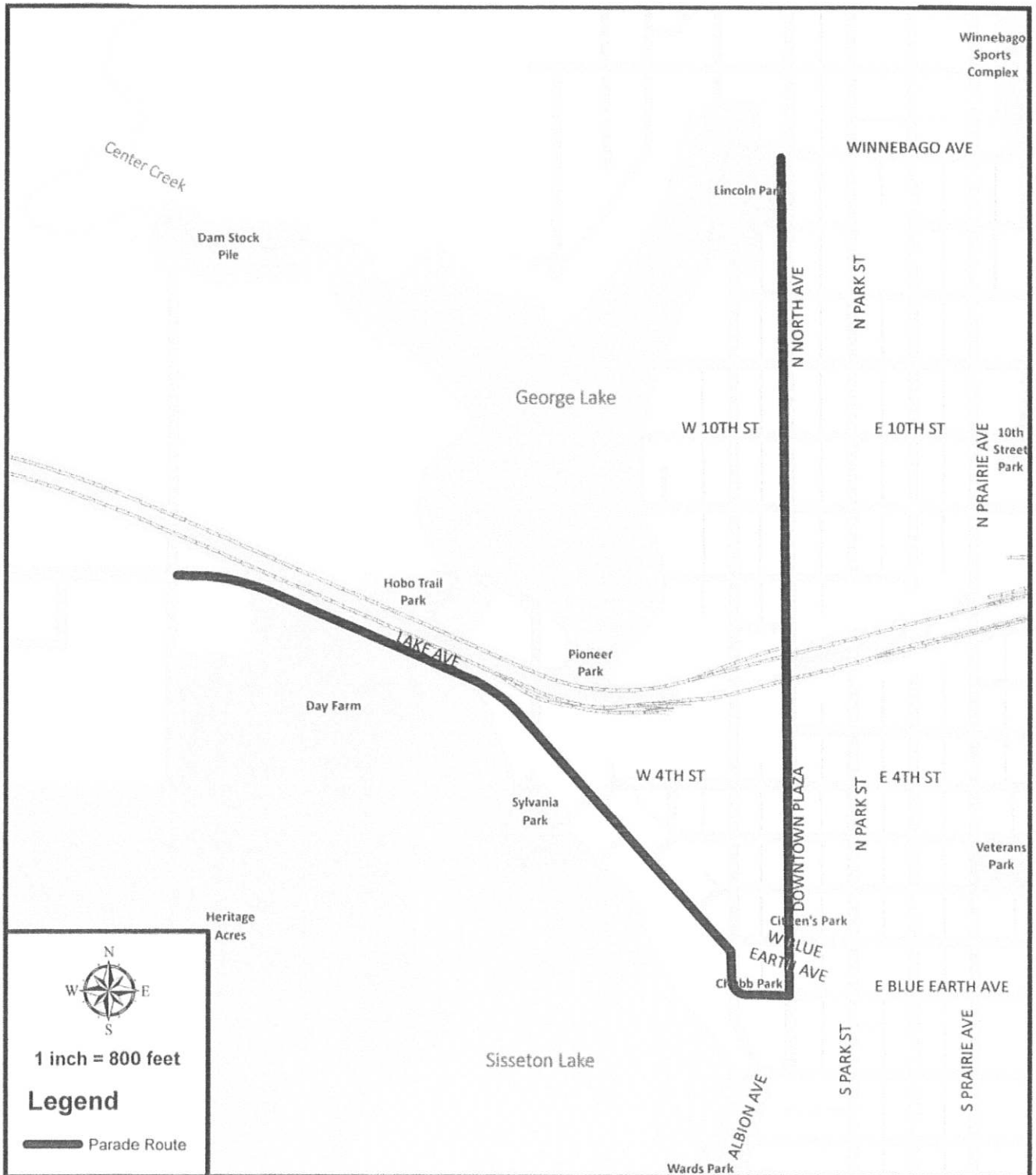
Signature Rachel Guelly Title Secretary/Treasurer Date 1/23/23

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>01/23/23</u>	Received by: <u>RGM</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>02/13/23</u>	Action:
City Administrator Approval	Yes	No	Date

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

FAIRMONT TM





Fairmont City Council
February 13, 2023

Agenda Item: 6.C.2

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

Subject: Event Permit – Fairmont Triathlon and Bacon Run 5K

Policy/Action Requested: Motion to approve the Event Permit for Fairmont Triathlon and Bacon Run 5K on June 17, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Fairmont Triathlon Committee and Bacon Capital have applied for an Event Permit to hold the Fairmont Triathlon and Bacon Run 5K on June 17, 2023. The event will begin and end at Gomsrud Park.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 1/18/23

Permit Fee: \$15.00

Event: Fairmont Triathlon and Bacon Run 5K

Sponsoring entity: Fairmont Triathlon Committee and Bacon Capital

Address: PO Box 631, Fairmont, MN 56031

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

Event coordinator(s): Paul Carlson

Contact Info: 507-236-3835 Phone #

toothdoc2@frontier.net E-mail

Primary contacts (during event):

Name: Paul Carlson

Name: Char Kahler

Cell#: 507-236-3835

Cell#: 507-236-4606

E-mail: toothdoc2@frontier.net

E-mail: charke.kahler@automation.com

Event Start: Day/Date Saturday June 17th Time: 6:00am

Event End: Day/Date Saturday June 17th Time: 12 pm

Setup: Day/Date Friday June 16th Start time: 8:00am End Time: 6 pm

Teardown: Day/Date Saturday June 17th Start time: 12 pm End Time: 2 pm

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

On Saturday, June 17th, we will host an Olympic distance triathlon, a sprint distance triathlon, as well as a 5K fun run/walk.

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

The sprint triathlon, Olympic triathlon, and 5K run will all start and finish at Gomsrud Park. We would like to have Lair Road closed from Albion Avenue to shore acres for the duration of the event. We would need barricades placed at the following locations: Shoreacres and Lair, Albion and Lair, Lair and Cadillac, Food & Fuel and Lair Rd. We would also request flashing stop lights at Albion/Lair intersection with police officer and car at the intersection.

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

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

Signature *Sara Puzan* Title _____ Date *1-18-23*

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

Office Use Only			
\$15.00 Fee Paid	Date:	Received by:	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date:	Action:
City Administrator Approval	Yes	<i>2/13/23</i>	No
			Date

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

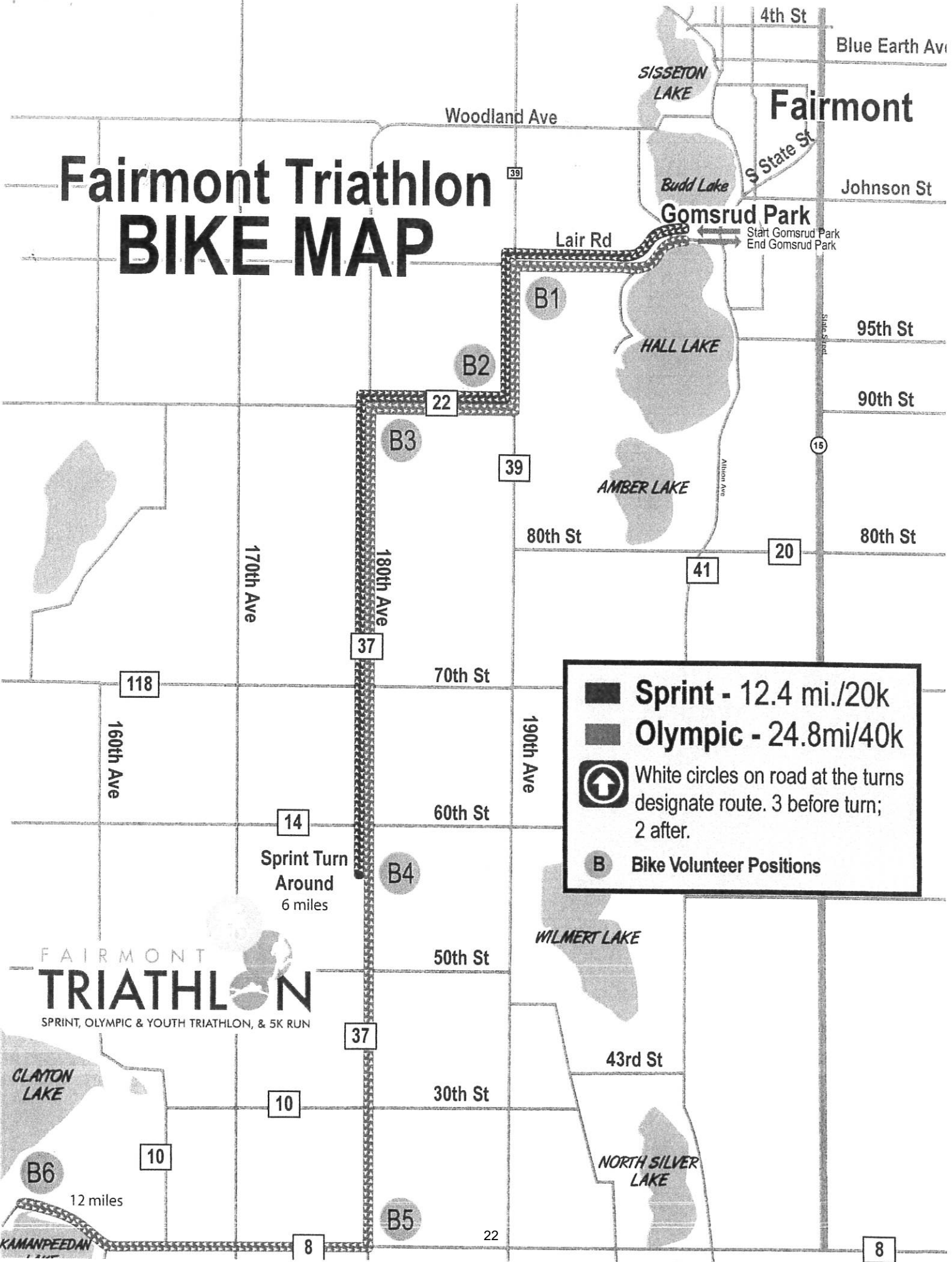
Fairmont Triathlon TRANSITION AREA MAP

BUDD LAKE
ALTERNATE SWIM LOCATION

- >>> Run
- >>> Bike
- A1 Registration
- A2 Transition
- A3 Timing
- A4 Bike Out-In
- A5 Athlete Traffic Directors
- A6 Albion Spotter
- A7 Announcers
- A8 Youth Transition







Fairmont Triathlon BIKE MAP



Fairmont

Gomsrud Park

Start Gomsrud Park
End Gomsrud Park

 **Sprint - 12.4 mi./20k**
 **Olympic - 24.8mi/40k**
 White circles on road at the turns designate route. 3 before turn; 2 after.
 **B Bike Volunteer Positions**

FAIRMONT
TRIATHLON
SPRINT, OLYMPIC & YOUTH TRIATHLON, & 5K RUN

CLAYTON LAKE
B6
12 miles
KAMANPEEDAN



Fairmont City Council
February 13, 2022

Agenda Item: 6.C.3

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

Subject: Renewal of Consumption & Display (Set-up) Permit for the Chain of Lakes Yacht Club

Policy/Action Requested: To approve the renewal of the Consumption & Display Permit for the Chain of Lakes Yacht Club

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Chain of Lakes Yacht Club has applied to renew its Consumption & Display (Set-up) permit. They have completed all necessary paperwork and have paid the appropriate fees. City Council approval of this renewal application is recommended.

Budget Impact: N/A

Attachments: N/A

Council Action: _____ Date: _____



Fairmont City Council
February 13, 2023

Agenda Item: 6.C.4

From: Cathy Reynolds
To: Mayor and City Council

Subject: Community Center Advisory Board

Policy/Action Requested: Motion to approve appointing James Draper as the FYHA representative to replace Kyle Gustafson.

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval.

Overview:

The Community Center Advisory Board was established by Resolution 2021-38 to support the community center project. The resolution establishes that two of the members should come from the Fairmont Youth Hockey Association (FYHA). Kyle Gustafson was one of the two hockey association representatives appointed to the advisory board. Kyle’s term as president of the FYHA is up and he has decided to resign as the representative to the advisory board. The FYHA has forwarded the name of James Draper to be the new representative on the advisory board. James is a resident of Fairmont and meets the qualifications for the position.

Budget Impact: None

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
February 13, 2023

Agenda Item: 9.1

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

Subject: Interlaken Heritage Days Festival Funding

Policy/Action Requested: Motion to approve \$6,000 in funding to the Interlaken Heritage Days Committee for the 2023 community festival.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Representatives for the Interlaken Heritage Days Committee will be at the meeting to request that the council consider making a donation to this year’s event. The committee is requesting a donation of \$6,000 to support the event. This is the amount that the City has donated since 2013.

Budget Impact: \$6,000 was budgeted for this donation.

Attachments:

Council Action: _____ Date: _____



Fairmont City Council
February 13, 2023

Agenda Item: 9.2

From: Cathy Reynolds
To: Mayor and City Council

Subject: 2023 Improvement Program

Policy/Action Requested: Motion to approve Resolution 2023-09, Receiving Report and Calling for Public Hearing on 2023 Improvement Program

Vote Required: Simple Majority Roll Call

Recommendation: Approval of Resolution No. 2023-09

Overview: On January 23, 2023, Council adopted Resolution 2023-05, accepting the preparation report of the proposed 2023 improvements. It is now necessary for the Council to set a date for a public hearing to be held regarding the 2023 Improvement Program. Staff recommends approval of Resolution No. 2023-09 calling for a public hearing to be held on Monday, February 27, 2023, at 5:30 pm. in the council chambers of city hall.

Budget Impact: The 2023 budget contains \$3.5M for the street improvement program. The street improvement program will be split over 2023 and 2024.

Attachments:

- 1. Resolution No. 2023-09
- 2. Improvement Program Report

Council Action: _____ Date: _____

RESOLUTION NO. 2023-09

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

RESOLUTION RECEIVING REPORT AND CALLING FOR PUBLIC HEARING ON 2023 IMPROVEMENT PROGRAM

WHEREAS, pursuant to Resolution No. 2023-05 adopted on the 23rd day of January 2023, a report has been prepared by the City Engineer with reference to the improvements of:

<u>Project No.</u>	<u>Description</u>
<u>OVERLAY</u>	
8723001	Birch Street: Spruce Street to State Street
8723002	W. Christina Street: Lucia Avenue to North Avenue
8723003	Ida Street: Anna Street to Christina Street
8723004	Knollwood Drive: Deadend to Knollwood Intersection & Concrete Pavement to Lair Road
8723005	Southport Drive: Prairie Avenue to Deadend
8723006	Torgerson Drive: TH 15 to Deadend
8723007	TH 15 Service Road E: 8 th Street to Winnebago Avenue
<u>SEAL COAT</u>	
7523001	Albion Avenue: State Street to Day Street
7523002	S. Elm Street: Deadend to Webster Street
7523002	Fairlakes Avenue: Lake Avenue to Gravel
7523004	Fairlakes Avenue: Deadend to Woodland Avenue
7523005	Holland Street: Lucia Avenue to Anna Street
7523006	Lair Road: CSAH 39 to Shoreacres Drive
7523007	Lake Avenue: Fairlakes Avenue to Bridge
7523008	Maple Street: Albion Avenue to Prairie Avenue
7523009	Margaret Street: Prairie Avenue to TH 15
7523010	S. Prairie Avenue: E. Belle Vue Road to Cardinal Street
7523011	TH 15 Service Road W: Deadend to Spruce Street
7523012	TH 15 Service Road W: 10 th Street to Winnebago Avenue
7523013	Victoria Street: Hampton Street to Prairie Avenue

RESOLUTION NO. 2023-09, continued

Margaret Street Trail
I-90 Trail

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; and the estimated cost of the improvement as recommended.

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

1. The Council will consider the improvement of such streets in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429 at an estimated total cost of the improvement of \$971,807.43.
2. A public hearing shall be held on such proposed improvement on the 27th day of February 2023, in the Council Chambers of City Hall at 5:30 p.m. and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

PASSED, APPROVED AND ADOPTED this 13th day of February 2023.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

FAIRMONT T.M.

2023 IMPROVEMENT PROGRAM





February 6, 2023

FAIRMONT CITY COUNCIL

Fairmont, Minnesota

RE: Preliminary Report
2023 Improvement Program
Fairmont, Minnesota

Honorable Mayor and Members of the Council:

Attached hereto is the Preliminary Report detailing those projects which comprise the 2023 Improvement Program. The report includes details of the proposed improvements together with estimated construction costs.

The following is the status of the projects which were scheduled for 2021 and 2022.

- 1) Project No. 3019001; I-90 Pedestrian/Bike Trail. This project was finished in the summer of 2021.
- 2) Project No. 5721001 & 6721001 Fairlakes Avenue Street and Utility Improvements. This project was finished in the summer of 2022.
- 3) Project No. 6721002 Holland Street Resurface. This project was completed in the fall of 2021.
- 4) Project No. 8721002 Lake Avenue Mill & Overlay. This project was completed in the summer of 2021.
- 5) Project No. 8721003 TH 15 Service Road N. Mill and Overlay. This project was completed in the summer of 2021
- 6) Project No. 8721004 TH 15 Service Road S. Overlay This project was completed in the summer of 2021.
- 7) Project No. 3021001 Amber Lake Parking Resurface. This project was completed in the summer of 2021.
- 8) Project No. 3021002 Sylvania Park Trail. This project was completed in the summer of 2021.
- 9) Project No. 3021003 CSAH 39 Watermain and Sewer Extensions. This project was completed in the summer of 2022.
- 10) Project No. 3021004 Grant Street Watermain Replacement. This project was completed in the summer of 2021.
- 11) Habitat Restoration & Nitrate Bioreactor. This project was completed in the summer of 2022.

After review of the attached 2023 Preliminary Report, a public hearing will be held to receive comments from the individual property owners who will be assessed for these improvements, as well as any other interested taxpayers within the City.

Sincerely,
CITY OF FAIRMONT

A handwritten signature in blue ink that reads "Wesley W. Brown".

Wesley W. Brown P.E.
Consulting City Engineer

PRELIMINARY REPORT

2023 IMPROVEMENT PROGRAM

FAIRMONT, MINNESOTA

Lee Baarts, Mayor
Cathy Reynolds, City Administrator
Patty Monsen, City Clerk

Council Members –

Michele Miller
Jay Maynard
Britney Kawecki
Deb Foster
Wayne Hasek

I hereby certify that this Report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



Wesley W. Brown, P.E.
Reg. No. 41930
February 6, 2023

**PRELIMINARY REPORT
2023 IMPROVEMENT PROGRAM
FAIRMONT, MINNESOTA**

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1 GENERAL

1.1 Intent of Report

This report was prepared to determine the feasibility, cost-effectiveness, and need for various projects proposed to become part of the 2023 IMPROVEMENT PROGRAM. The projects that have been included are based on evaluation of demonstrated need. Projects have been proposed based upon consideration of surface condition inspection and analysis; inspection of the sanitary sewer system; condition and size of existing watermain; sizing of storm sewer interceptors or localized flooding problems caused by an inadequate drainage system; storm water quality needs relative to City's Storm Water Pollution Prevention Plan (SWPPP); and other criteria such as susceptibility to erosion, maintenance, traffic hazards, water quality problems, etc.

To help review the surface condition of the streets. The City utilizes a pavement management system (ICON) to rate all of the paved municipal streets, parking lots, and recreational trails within the City. The system includes a database of each segment that contains current and historical information relative to the segment. The inventory is updated by physically inspecting (surveying) the City's segments every other year. The survey identifies the type of distress present on all pavement sections and determines the severity and quantity of each distress. When the survey information is entered into the program, the pavement management system assigns each segment a Pavement Condition Index (PCI) rating on a scale of 0 to 100 with 0 being the worst and 100 the best. The PCI rating helps determine whether the section is considered for reconstruction, resurfacing, overlay, or normal surface treatment maintenance such as seal coating and crack sealing.

The system review has identified various needs and includes projects that:

1. Have severe underground utility problems that require an extensive amount of excavation within the road bed, or;
2. Have underground utility problems that require only moderate excavation within the road bed, or;
3. Have underground utilities that require only spot repairs within the road bed to extend their useful life.

Projects included in this year's IMPROVEMENT PROGRAM with varying degrees of pavement surfacing/infrastructure needs are proposed to be addressed utilizing one of the following methods:

1. **Reconstruction:** This method is required to address severe or moderate underground utility problems requiring extensive excavation within the

road bed. All major underground utilities will be repaired, upgraded or replaced and the street surfacing, including appurtenant curb and adjoining sidewalk will usually be replaced. In most instances, the entire street and utility infrastructure system on such segments has completely outlived its original intended service life and has or is becoming unsuitable for its intended use.

2. **Resurfacing:** This method is used when underground utility problems can be corrected by spot repairs but the street surface and underlying aggregate base have failed to the extent that further overlays, patching or surface repairs are economically unpractical. These streets have generally long outlived their original intended service life and have or will shortly become unsuitable for their intended use. Streets will be reconstructed by replacement of existing aggregate base and asphalt surface. Curb repairs or replacement will be performed depending upon condition of curb. Underdrains for control of sub-grade moisture to extend the life of the surface will be added where appropriate.
3. **Overlays:** This method is proposed when underground utility problems can be corrected by minor repairs and the existing surface has been subject to cracking, is irregular due to prior patching, is aesthetically unacceptable and is in need of additional surface structure strength to meet its intended use and ultimate service life. The aggregate base appears to be sound and is in fair to good condition, but needs surface protection by additional overlay to avoid pre-mature failure.
4. **Seal Coating:** This method is used when no significant short-term (5-10 years) utility needs have been identified and the pavement structure has sufficient integrity to serve its intended purpose but needs top surface aggregate and asphalt material to attain its expected ultimate service life, improve surface aesthetics and uniformity and maintain suitable traffic handling characteristics.

These different project types come as a direct response to the citizens of Fairmont requesting “better riding streets”, preservation of the community’s valuable infrastructure, and regulatory requirements such as surface water quality permitting. Each of these project types addresses the degree of deterioration of the underground utilities while optimizing the amount of street surface to be rehabilitated, repaired, or sealed during the short construction season.

1.2 **Location of Improvement**

The proposed improvements are shown on the attached City map contained in the **Appendix**. Individual project maps are also included for each specific project.

1.3 **2023 IMPROVEMENT PROGRAM PROJECTS**

The following projects make up the proposed Improvement Program:

Project No. Description

OVERLAYS

8723001	Birch Street; from Spruce St. to State St.
8723002	W. Christina Street; from Lucia Ave. to North Ave.
8723003	Ida Street; from Anna St. to Christina St.
8723004	Knollwood Drive; from Deadend to Knollwood Dr. Intersection & Concrete Pavement to Lair Rd.
8723005	Southport Drive; from Prairie Ave. to Deadend
8723006	Torgerson Drive; from TH15 to Deadend
8723007	TH 15 Service Road E.; from 8 th St. to Winnebago Ave.

SEAL COAT

7523001- 7523015	Various Locations (See List of Sealcoats in the Appendix)
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BRIDGE PROJECTS

3023001	Memorial Park Drive Bridge Replacement
---------	----------------------------------------

2 **PROPOSED OVERLAY PROJECTS**

2.1 **General:**

Overlaying of existing hard surfaced roadways is proposed where; 1) The underground infrastructure is in fairly good condition requiring no repairs or only spot repairs; 2) Where the existing curb and gutter is in satisfactory, adequate, or nearly adequate condition; 3) Where the riding surface is rough or seriously cracked but the base structure has sufficient integrity to carry the existing traffic loadings, and; 4) Where an asphalt overlay can be reasonably expected to provide a satisfactory level of service for an eight to ten year period. Projects proposed for asphalt overlay meet these conditions.

2.2 **Project No. 8723001 – Birch Street; Spruce St. to State St.**

This project involves the milling of the existing surface and placement of an asphalt overlay on Birch Street. This street was constructed in two segments in 1981 and 1985. The 2022 street rating survey gave this street a PCI of 13/100.

The sanitary sewer, and waterman are adequate in size and structure and should provide adequate service for the life of the overlay.

2.3 Project No. 8723002 – W. Christina Street; Lucia Ave. to North Ave.

This project involves the milling and overlaying of the existing asphalt surface. The segment from Lucia Ave. to Ida St. was surfaced with asphalt paving in 1969 and overlaid with 1 1/2” in 1996. The segment from Ida St. to North Ave. was surfaced in 1978. The 2022 street rating survey gave this street an average PCI of 15/100 across the two blocks. The sanitary sewer, watermain and storm sewer are adequate in size and structure and should provide adequate service for the life of the overlay. Sidewalk ramps along this street will be updated to comply with the Americans with Disabilities Act.

2.4 Project No. 8723003 – Ida Street; from Anna St. to Christina St.

This project involves the milling of the existing surface and placement of an asphalt overlay on Ida Street. This street was constructed in 1983. The 2022 street rating survey gave this street a PCI of 15/100. The sanitary sewer, and waterman are adequate in size and structure and should provide adequate service for the life of the overlay. Sidewalk ramps along this street will be updated to comply with the Americans with Disabilities Act.

2.5 Project No. 8723004 – Knollwood Drive; from Deadend to Knollwood Dr. Intersection & Concrete Pavement to Lair Rd.

This project involves the milling of the existing surface and placement of an asphalt overlay on Knollwood Dr. This street was constructed in 1992. The 2022 street rating survey gave this street an average PCI of 36/100 across 3 survey sections. The sanitary sewer, watermain and storm sewer are adequate in size and structure and should provide adequate service for the life of the overlay.

2.6 Project No. 8723005 – Southport Drive; from Prairie Ave. to Deadend

This project involves the milling of the existing surface and placement of an asphalt overlay on Southport Dr. This street was constructed in 2000. The 2022 street rating survey gave this street a PCI of 27/100. The sanitary sewer, watermain and storm sewer are adequate in size and structure and should provide adequate service for the life of the overlay.

2.7 Project No. 8723006– Torgerson Drive; from TH 15 to Deadend

This project involves the milling of the existing surface and placement of an asphalt overlay on Torgerson Dr. This street was constructed in 1982, with a 290’ extension added in 2008. The 2022 street rating survey gave the 2 segments an

average PCI of 18.5/100. The sanitary sewer, watermain and storm sewer are adequate in size and structure and should provide adequate service for the life of the overlay. Coordination with and permitting through MnDOT will be required.

2.8 Project No. 8723007– TH 15 Service E; from 8th St. to Winnebago Ave.

This project involves the milling of the existing surface and placement of an asphalt overlay on TH 15 Service Road E. This street was constructed in 1972. The 2022 street rating survey gave the 3 blocks an average PCI of 3.3/100. The watermain and storm sewer are adequate in size and structure and should provide adequate service for the life of the overlay. Coordination with and permitting through Canadian Pacific Railroad and MnDOT will be required.

3 PROPOSED SEAL COATS

3.1 General

Seal coats are applied to roadways to reduce deterioration from weather and traffic by restoring surface aggregate and surface asphalt. By protecting and improving in-place asphalt surfaces, seal coating is an effective means of extending the service life of the pavement. In addition, seal coating improves surface uniformity and aesthetics and also improves traffic handling characteristics on worn pavements by restoring surface aggregate friction conditions.

The 2023 seal coat projects consist of several roadway sections which have been identified by staff for seal coating needs. It is anticipated that seal coat application will defer more expensive pavement restoration needs for approximately five to seven years. A few street sections have deteriorated beyond the condition that would normally be accepted for seal coating. For various reasons, (including low volume, uncertain or pending mid-term utility needs, minimal repair requests, etc.) these sections are not yet suitable for other pavement alternatives and will be reviewed annually regarding effectiveness of seal coat treatment.

4. CITY BRIDGE PROJECTS

4.1 Project No. 3023001 – Memorial Park Drive Bridge Replacement

This project includes the reconstruction of the Memorial Park Drive bridge crossing Center Creek on the northern edge of city limits. This project will be receiving Federal Off-System Bridge (BROS) funding for the project which will require an environmental and cultural review process. Construction is anticipated in FY 2024 or FY 2025.

5 ESTIMATED COSTS

The cost of each proposed project has been itemized separately in this Program Report. The following is a summary of the individual project costs.

2023 ESTIMATED CONSTRUCTION COSTS						
	Length (LF)	Cost/LF	Construction Cost	Engineering Cost	Total Estimated Cost	
OVERLAY PROJECTS						
Birch Street	433	\$92.04	\$36,230.00	\$3,623.00	\$39,853.00	
Christina Street	902	\$87.67	\$71,892.00	\$7,189.20	\$79,081.20	
Ida Street	338	\$94.85	\$29,145.00	\$2,914.50	\$32,059.50	
Knollwood Drive	3771	\$83.93	\$287,736.00	\$28,773.60	\$316,509.60	
Southport Drive	618	\$73.89	\$41,512.00	\$4,151.20	\$45,663.20	
Torgerson	785	\$79.21	\$56,530.00	\$5,653.00	\$62,183.00	
TH 15 Service Road E	2450	\$85.65	\$190,760.00	\$19,076.00	\$209,836.00	
		Sub-Totals:	\$713,805.00	\$71,380.50	\$785,185.50	
SEALCOAT PROJECTS						
	SY	Cost/SY				
Various Locations	83913	\$0.48- \$2.10	\$169,656.30	\$16,965.63	\$186,621.93	
2023 Street Improvement			Sub-Totals:	\$883,461.30	\$88,346.13	\$971,807.43
BRIDGE PROJECTS						
Memorial Park Drive Bridge Replacement				Federal BROS Grant Funds, Local Funds for Engineering Costs/Minor Non-Eligible Items		
2023 Improvement Costs			\$883,461.30	\$88,346.13	\$971,807.43	

6 RECOMMENDATIONS

After review of the needs and estimated costs of the proposed construction, it has been determined that these projects are necessary, cost-effective and feasible and it is the recommendation of the City Engineer that all projects proposed be constructed as part of the 2023 IMPROVEMENT PROGRAM. Construction of these improvements provides for the transportation, utility, and infrastructure needs of the City of Fairmont in a manner that is generally consistent with proven past practice and financially prudent construction procedures. It is recommended that the necessary public hearings and additional public informational meetings be held to advise the public of the findings of this report.

7 FINANCING

7.1 Construction:

The total cost of the various improvements may be financed through several existing dedicated funds, State Aid Allocations, and the issuance of general obligation improvement bonds.

When general obligation bonds are issued under Minnesota Statutes Chapter 429, the law requires that at least 20% of the total cost of the improvements be recovered by special assessments to the benefiting property owners. That portion of project costs funded from general obligation bonds which are not recovered by special assessments become obligations of the general fund whereby the full faith and credit of the City are pledged toward their payment.

7.2 Assessments:

Overlays: The actual cost of construction per assessable foot of frontage for projects included in the 2023 overlay program is estimated to average \$56 depending on the width of the street, thickness of the proposed overlay, and amount of curb and sidewalk repairs needed. The assessment rate for the 2023 Improvement Program is proposed to be \$32 per assessable front footage. This rate has been determined to be fair and equitable in relation to the improvements provided and is considered to be equal to or less than the benefit to the property owner. Remaining costs of each project are distributed between various infrastructure replacement funds, or general property taxes.

Sealcoats: The actual cost of construction per assessable foot of frontage for projects included in the 2023 seal coating program is estimated at \$2.50. Property owners will be assessed at this same rate. This rate has been determined to be fair and equitable in relation to the improvements provided and is considered to be equal or less than the benefit to the property owner.

Non-Assessable Projects: Memorial Park Drive Bridge Replacement

The eligible components of this project including most of the construction cost will be 100% funded with Federal BROS Funds. Local funds will be required for the engineering costs and potentially some minor non-eligible construction items.

7.3 Distribution of Financing Requirements:

Funding for the 2023 IMPROVEMENT PROGRAM will be from the following sources in these approximate amounts:

Direct Assessment	\$482,181.73
Bonding Improvement Funds	\$489,625.70
TOTAL FUNDS:	\$971,807.43
	(Including, Legal, Administration, and Engineering Costs)

APPENDIX

Section No.	Description
<u>OVERLAY</u>	
A	Project No. 8723001; Birch Street; from Spruce St. to State St.
B	Project No. 8723002; W. Christina Street; from Lucia Ave. to North Ave.
C	Project No. 8723003; Ida Street; from Anna St. to Christina St.
D	Project No. 8723004; Knollwood Drive; from Deadend to Knollwood Dr. Intersection & Concrete Pavement to Lair Rd.
E	Project No. 8723005; Southport Drive; from Prairie Ave. to Deadend
F	Project No. 8723006; Torgerson Drive; from TH 15 to Deadend
G	Project No. 8723007; TH 15 Service Road E; from 8 th St. to Winnebago Ave.
<u>BRIDGE PROJECTS</u>	
H	Project No. 3023001 Memorial Park Drive Bridge Replacement
<u>SEAL COATS</u>	
I	Project No. 7523001-7523015– Various Locations (See Map in Appendix)

CITY OF FAIRMONT

2023 IMPROVEMENT REPORT

LOCATION: **Birch Street; from Spruce St. to State St.**

INITIATION: **City Council**

OWNERS ABUTTING: **5**

RIGHT-OF-WAY: **66'**

EASEMENTS: **None**

2022 PCI: **13/100**

PROPOSED STREET SECTION:

Width Curb to Curb: **32'**

Section: **2" Asphalt Mill & Overlay**

Sidewalks: **None**

Tree Removal: **None**

FEASIBILITY: This project is feasible as outlined in this report.

CONSTRUCTION

<u>Description</u>	<u>Year Built</u>	<u>Existing Structure</u>	<u>Proposed Construction</u>
Watermain	1966/68	6" CI	None
Sanitary Sewer	1966/68	8" VCP	None
Street	1981/85	5"/6" Asphalt	2" Asphalt Mill & Overlay
Storm Sewer	N/A	None	None

SPECIAL CONDITIONS

This project is an overlay project that will be completed in 2023.



**PROJECT NO. 8723001-OL
BIRCH STREET FROM
SPRUCE STREET TO STATE STREET**

CITY OF FAIRMONT

2023 IMPROVEMENT REPORT

LOCATION: **W. Christina Street; from Lucia Ave. to North Ave.**

INITIATION: **City Council**

OWNERS ABUTTING: **15**

RIGHT-OF-WAY: **50'**

EASEMENTS: **None**

2022 PCI: **15/100**

PROPOSED STREET SECTION:

Width Curb to Curb: **32'**

Section: **1.5" Asphalt Mill & Overlay**

Sidewalks: **Both Sides**

Tree Removal: **None**

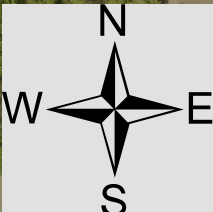
FEASIBILITY: This project is feasible as outlined in this report.

CONSTRUCTION

<u>Description</u>	<u>Year Built</u>	<u>Existing Structure</u>	<u>Proposed Construction</u>
Watermain	1959/73	6" CI	None
Sanitary Sewer	1959/73	8" VCP	None
Street	1969/78	3"/5.75" Asphalt	1.5" Asphalt Mill & Overlay
Storm Sewer	1959	12" Concrete Pipe	None

SPECIAL CONDITIONS

This project is an overlay project that will be completed in 2023.



LUCIA AVENUE

W. CHRISTINA STREET

NORTH AVENUE

370 185 0 Feet

Maxar, Microsoft



**PROJECT NO. 8723002-OL
WEST CHRISTINA STREET FROM
LUCIA AVENUE TO NORTH AVENUE**

CITY OF FAIRMONT

2023 IMPROVEMENT REPORT

LOCATION: **Ida Street; from Anna St. to Christina St.**

INITIATION: **City Council** OWNERS ABUTTING: **6**

RIGHT-OF-WAY: **50'** EASEMENTS: **None**

2022 PCI: **15/100**

PROPOSED STREET SECTION:

Width Curb to Curb: **32'** Section: **1.5" Asphalt Mill & Overlay**

Sidewalks: **None, Ramps at Intersections** Tree Removal: **None**

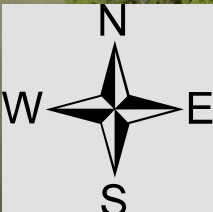
FEASIBILITY: This project is feasible as outlined in this report.

CONSTRUCTION

<u>Description</u>	<u>Year Built</u>	<u>Existing Structure</u>	<u>Proposed Construction</u>
Watermain	1956	6" CI	None
Sanitary Sewer	1959	8" VCP	None
Street	1983	6" Asphalt	1.5" Asphalt Mill & Overlay
Storm Sewer	N/A	None	None

SPECIAL CONDITIONS

This project is an overlay project that will be completed in 2023.



W. CHRISTINA STREET

IDA STREET

ANNA STREET

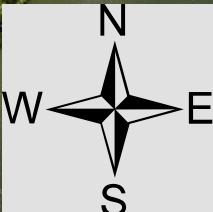
360 180 0 Feet



**PROJECT NO. 8723003-OL
IDA STREET FROM ANNA STREET
TO CHRISTINA STREET**



LAIR ROAD



KNOLLWOOD DRIVE

BAY VIEW STREET

KNOLLWOOD DRIVE

550 275 0 Feet

Maxar



**PROJECT NO. 8723004-OL
KNOLLWOOD DRIVE FROM DEADEND TO KNOLLWOOD
INTERSECTION & CONCRETE PAVEMENT TO LAIR ROAD**

CITY OF FAIRMONT

2023 IMPROVEMENT REPORT

LOCATION: Southport Drive; from Prairie Ave. to Deadend

INITIATION: **City Council**

OWNERS ABUTTING: **18**

RIGHT-OF-WAY: **66'**

EASEMENTS: **None**

2022 PCI: **27/100**

PROPOSED STREET SECTION:

Width Curb to Curb: **36'**

Section: **1.5" Asphalt Mill & Overlay**

Sidewalks: **None**

Tree Removal: **None**

FEASIBILITY: This project is feasible as outlined in this report.

CONSTRUCTION

<u>Description</u>	<u>Year Built</u>	<u>Existing Structure</u>	<u>Proposed Construction</u>
Watermain	2000	6" PVC	None
Sanitary Sewer	2000	8" PVC	None
Street	2000	6" Asphalt	1.5" Asphalt Mill & Overlay
Storm Sewer	2000	15" RCP	None

SPECIAL CONDITIONS

This project is an overlay project that will be completed in 2023.



PRAIRIE AVENUE

SOUTHPORT DRIVE

325 162.5 0 Feet

Maxar



**PROJECT NO. 8723005-OL
SOUTHPORT DRIVE FROM
PRAIRIE AVENUE TO DEADEND**

CITY OF FAIRMONT

2023 IMPROVEMENT REPORT

LOCATION: **Torgerson Drive; from TH 15 to Deadend**

INITIATION: **City Council**

OWNERS ABUTTING: **5**

RIGHT-OF-WAY: **66'**

EASEMENTS: **None**

2022 PCI: **18.5/100**

PROPOSED STREET SECTION:

Width Curb to Curb: **40'**

Section: **1.5" Asphalt Mill & Overlay**

Sidewalks: **None**

Tree Removal: **None**

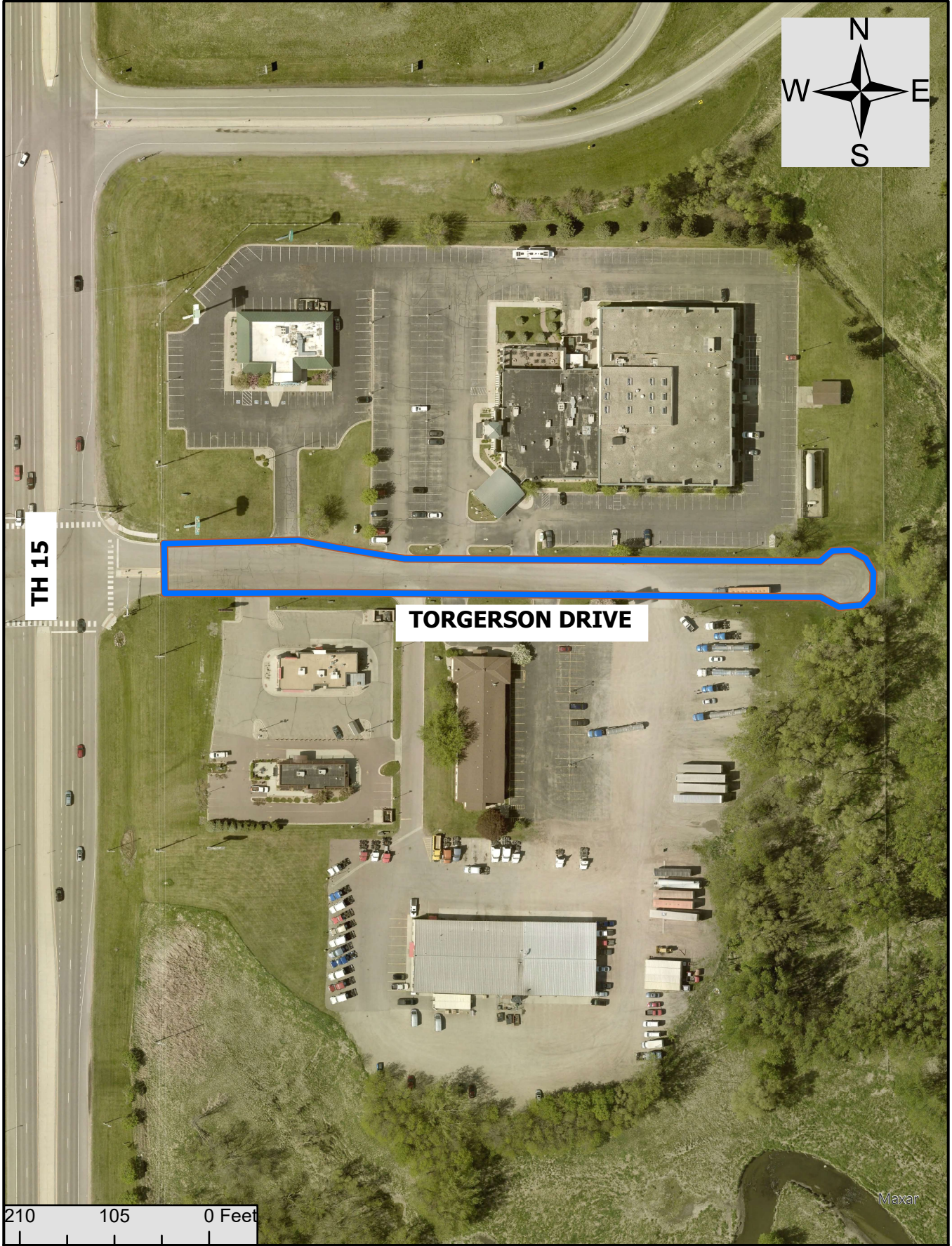
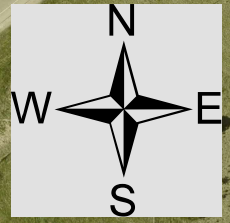
FEASIBILITY: This project is feasible as outlined in this report.

CONSTRUCTION

<u>Description</u>	<u>Year Built</u>	<u>Existing Structure</u>	<u>Proposed Construction</u>
Watermain	1978	8" DIP	None
Sanitary Sewer	1978	10" PVC	None
Street	1982/2008	8"/11" Asphalt	1.5" Asphalt Mill & Overlay
Storm Sewer	2008	21" RCP	None

SPECIAL CONDITIONS

This project is an overlay project that will be completed in 2023.



TH 15

TORGERSON DRIVE

210 105 0 Feet



PROJECT NO. 8723006-OL
TORGERSON DRIVE
FROM TH 15 TO DEADEND

CITY OF FAIRMONT

2023 IMPROVEMENT REPORT

LOCATION: TH 15 Service Road E; from 8th Street to Winnebago Avenue

INITIATION: City Council

OWNERS ABUTTING: 12

RIGHT-OF-WAY: 66'

EASEMENTS: None

2022 PCI: 3.3/100

PROPOSED STREET SECTION:

Width Curb to Curb: 26'/29'

Section: 2" Asphalt Overlay

Sidewalks: None

Tree Removal: None

FEASIBILITY: This project is feasible as outlined in this report.

CONSTRUCTION

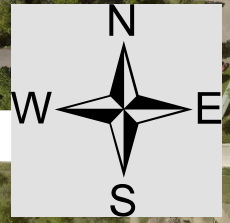
<u>Description</u>	<u>Year Built</u>	<u>Existing Structure</u>	<u>Proposed Construction</u>
Watermain	1962/72	6" CI	None
Sanitary Sewer	N/A	None	None
Street	1972	4.5" Asphalt	2" Asphalt Mill & Overlay
Storm Sewer	N/A	None	None

SPECIAL CONDITIONS

This project is an overlay project that will be completed in 2023.



WINNEBAGO AVENUE



TH#15

10TH STREET

8TH STREET

440 220 0 Feet

Maxar, Microsoft



**PROJECT NO. 8723007-OL
TH15 SERVICE ROAD (E)
8TH STREET TO WINNEBAGO AVENUE**

CITY OF FAIRMONT

2023 IMPROVEMENT REPORT

LOCATION: **Memorial Park Drive Bridge**

INITIATION: **City Council**

OWNERS ABUTTING: **Non-Assessed**

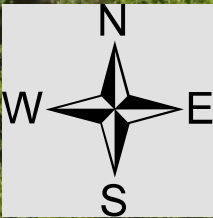
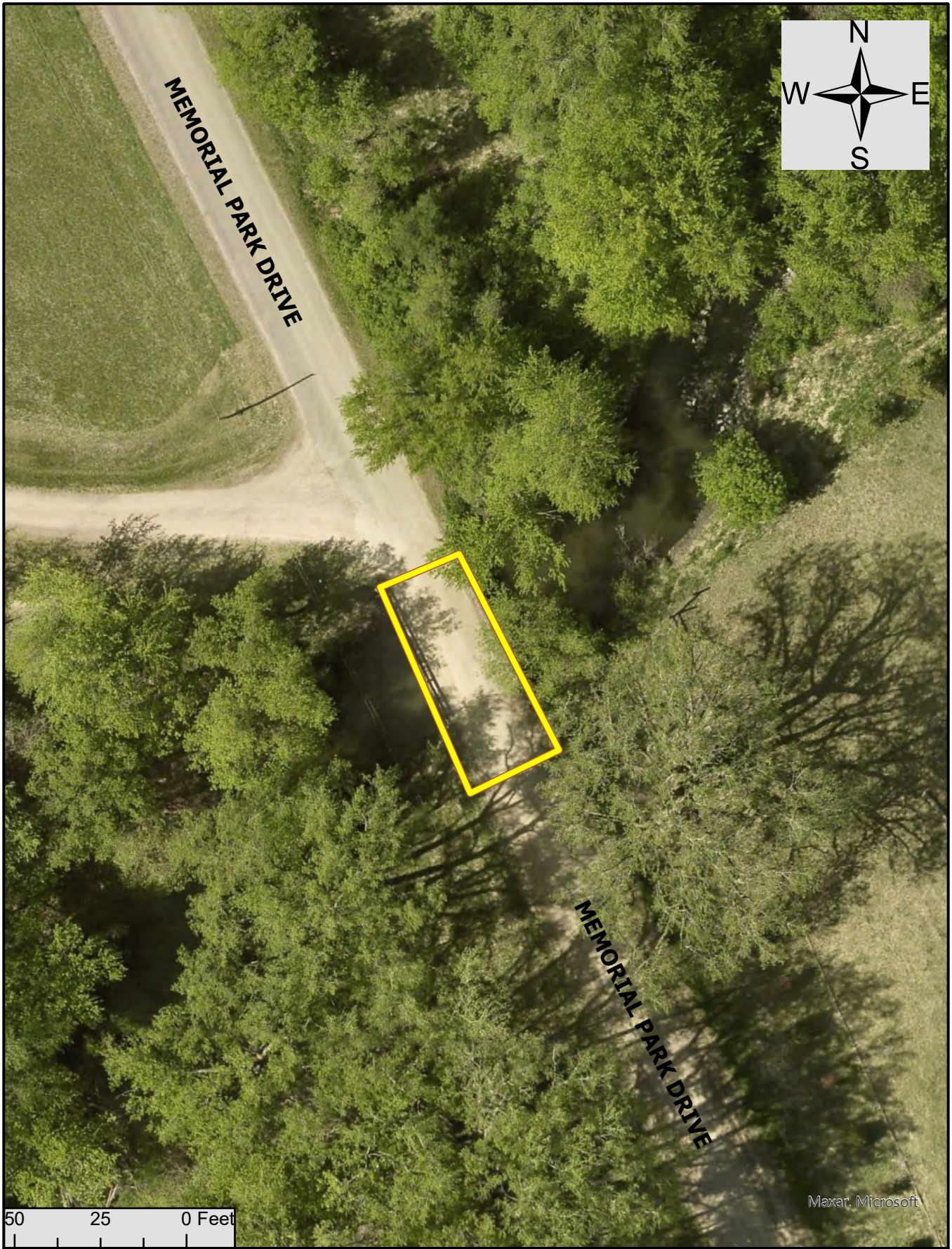
RIGHT-OF-WAY: **City Right of Way**

EASEMENTS: **To Be Determined**

PROPOSED BRIDGE: **32' Wide Reinforced Concrete**

CONSTRUCTION

<u>Description</u>	<u>Year Built</u>	<u>Existing Structure</u>	<u>Proposed Construction</u>
Bridge	1945	Timber	Reinforced Concrete



50 25 0 Feet

Maxar, Microsoft



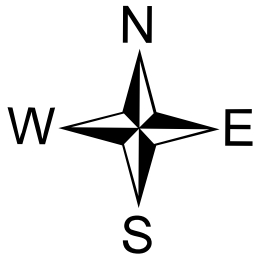
PROJECT NO. 3023001-BR
MEMORIAL PARK DRIVE BRIDGE REPLACEMENT

FAIRMONT T.M.

2023 IMPROVEMENT PROGRAM

FAIRMONT, MINNESOTA

JANUARY, 2023



PROJECT NO. 3023001-BR
MEMORIAL PARK DRIVE

PROJECT NO. 8723006-OL
TORGERSON DRIVE; FROM
TH 15 TO DEADEND

PROJECT NO. 8723002-OL
WEST CHRISTINA STREET;
FROM LUCIA AVENUE TO
NORTH AVENUE

PROJECT NO. 8723003-OL
IDA STREET; FROM ANNA
STREET TO CHRISTINA
STREET



PROJECT NO. 8723007-OL
TH 15 SERVICE ROAD (E);
FROM 8TH STREET TO
WINNEBAGO AVENUE

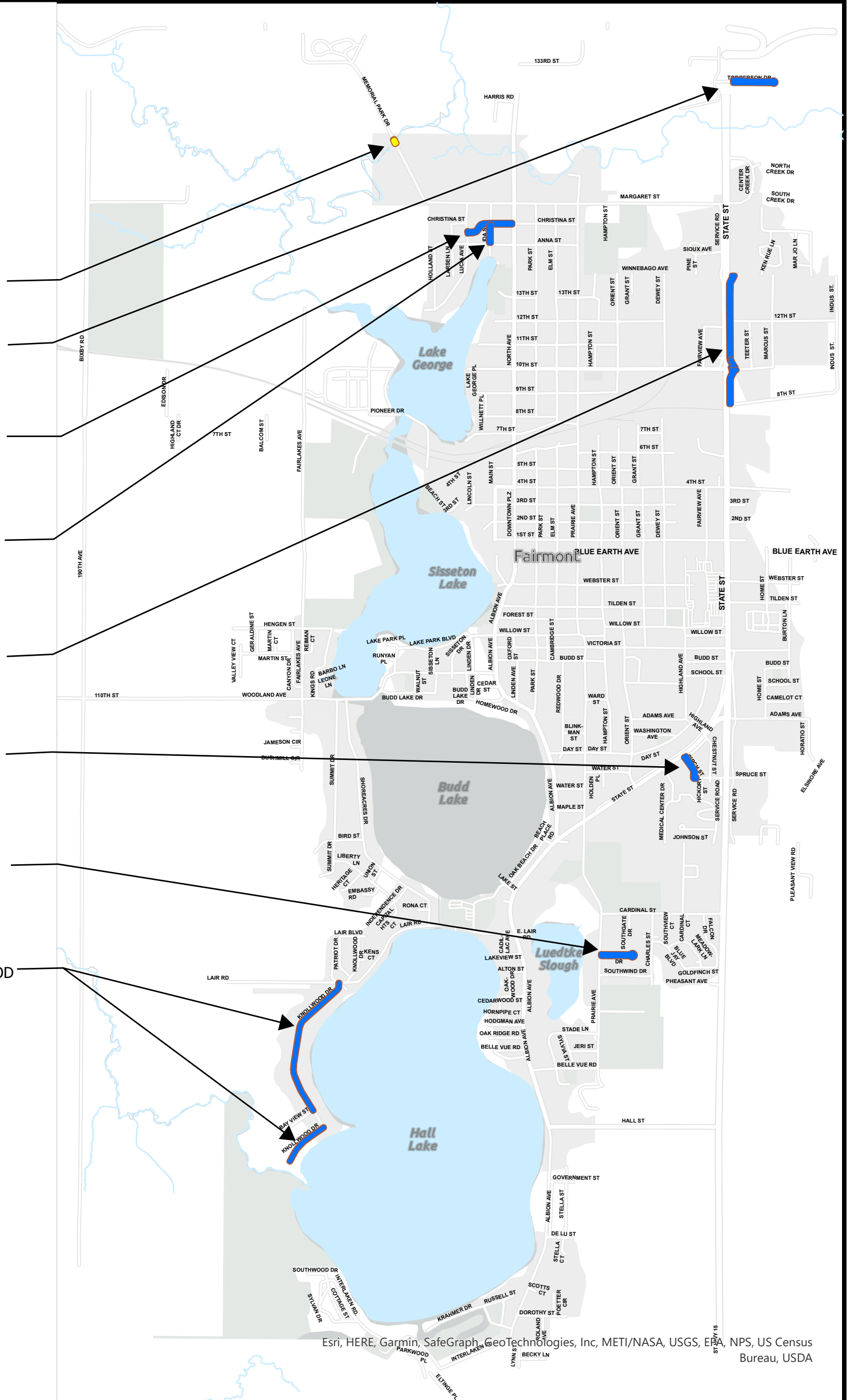
PROJECT NO. 8723001-OL
BIRCH STREET; FROM
SPRUCE STREET TO STATE
STREET

PROJECT NO. 8723005-OL
SOUTHPORT DRIVE; FROM
PRAIRIE AVENUE TO DEADEND

PROJECT NO. 8723004-OL
KNOLLWOOD DRIVE;
FROM DEADEND TO KNOLLWOOD
INTERSECTION & CONCRETE
PAVEMENT TO LAIR ROAD

Legend

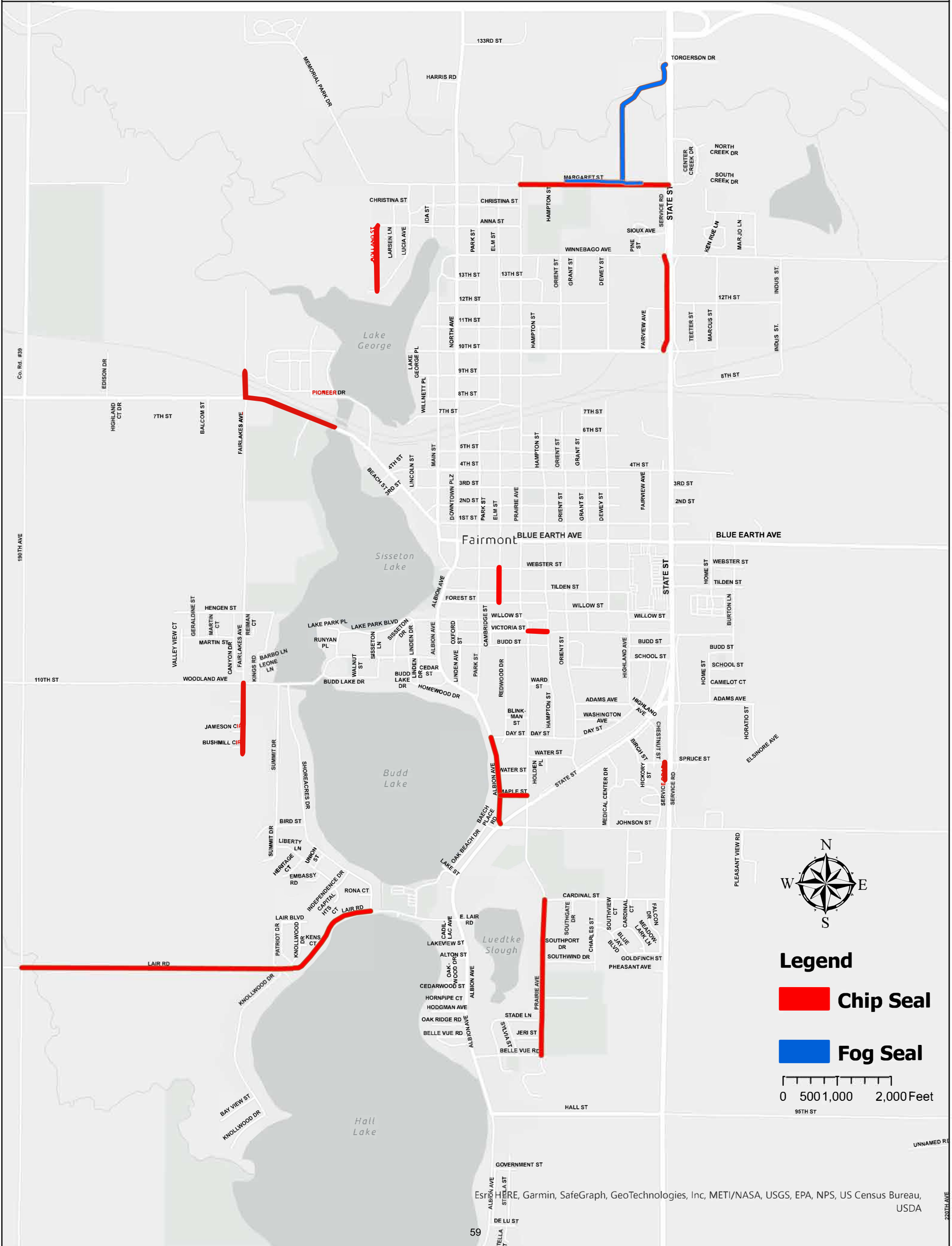
-  OL-Overlay
-  BR-Bridge Replacement





2023 SEAL COAT PROJECTS

FAIRMONT, MINNESOTA
FEBRUARY, 2023



Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Fairmont City Council
February 13, 2023

Agenda Item: 9.3

From: Cathy Reynolds
To: Mayor and City Council

Subject: Minnesota Department of Transportation Agreement

Policy/Action Requested: Motion to approve Resolution 2023-10 approving MNDOT Delegated Contract Process Agreement.

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval of the resolution.

Overview:

The Minnesota Department of Transportation is updating their Delegated Contract Process (DCP) agreements between MnDOT and local public agencies (LPAs) eligible to receive federal funds. These agreements cover the roles and responsibilities associated with federal aid funds and allow for MnDOT to act as a local agency’s agent in accepting these funds for construction projects.

Budget Impact: None

Attachments:

1. Resolution No. 2023-10
2. Agency Agreement

Council Action: _____ Date: _____

RESOLUTION NO. 2023-10

A RESOLUTION APPROVING THE DELEGATED CONTRACT PROCESS AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

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

WHEREAS, the City of Fairmont receives federal aid funds for transportation projects; and,

WHEREAS, the Minnesota Department of Transportation (MnDOT) is delegated the city’s representative to receive the funds; and,

WHEREAS, MnDOT Contract No. 1052256 sets out the terms and conditions of the federal aid participation; and,

WHEREAS, the City of Fairmont desires to appoint the Minnesota Commissioner of Transportation as agent of the City to accept federal aid funds which may be made available for eligible transportation related project.

NOW THEREFORE BE IT RESOLVED that pursuant to Minnesota Stat. Sec. 161.36, the Minnesota Commissioner of Transportation is appointed as Agent of the City of Fairmont to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed for and on behalf of the local agency to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1052256, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Passed by the City Council of Fairmont, Minnesota this 13th day of February 2023.

Lee C. Baarts, Mayor

Attested:

Patricia J. Monsen, City Clerk



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Fairmont (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029945.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
- 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
- 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
- 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
- 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
- 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representatives

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Cathy Reynolds or their successor.

Title: Fairmont City Administrator

Phone: 507-238-3936

Email: creynolds@fairmont.org

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

8. Assignment Amendments, Waiver, and Agreement Complete

- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

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

14. Termination; Suspension

- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

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

18. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

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

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Fairmont

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



Fairmont City Council
February 13, 2023

Agenda Item: 9.4

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

Subject: FAA Entitlement Transfer to the City of Orr, MN

Policy/Action Requested: Motion to approve the transfer of Fairmont’s FAA Entitlement to the City of Orr.
Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

The airport constructed a new t-hangar building in 2020. In order to pay for the project, the Fairmont airport borrowed FAA entitlement money from the Orr, MN Airport in 2019. It is now time to transfer the FAA entitlement money from Fairmont Airport back to the Orr Airport.

Budget Impact: None

Attachments: Entitlement Transfer Form, 2019 Entitlement transfer documents.

Council Action: _____ Date: _____

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor:

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): ()

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Total		

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: ()

Name of Receiving Airport's Sponsor:

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of ,

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, , acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of . Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at (City, State),
this day of ,

Signature of Sponsor's Attorney: _____

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Fairmont, Minnesota

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Fairmont Municipal Airport (FRM)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2023	\$ 150,000.00
Total		\$ 150,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Orr Regional Airport


(ORB)

Name of Receiving Airport's Sponsor: City of Orr, Minnesota

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2023 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: 

Name:

Title:

Date:

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: **City of Orr, Minnesota**

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and Locid): **Orr Regional Airport (KORB)**

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2019	\$150,000
		\$
		\$
		\$
Total		\$150,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and Locid) Receiving Transferred Entitlements: **Fairmont Municipal Airport (KFRM)**

Name of Receiving Airport's Sponsor: **City of Fairmont, Minnesota**

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of **7/30/2021** (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: _____

Title: _____

Date: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

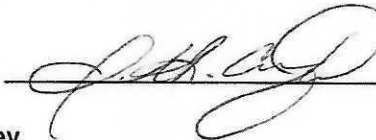
Executed on this 11th day of March, 2019.

Name of Sponsor: **City of Orr, Minnesota**

Name of Sponsor's Authorized Official: Joel R. Astleford

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

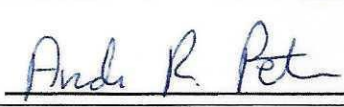


Certificate of Transferring Sponsor's Attorney

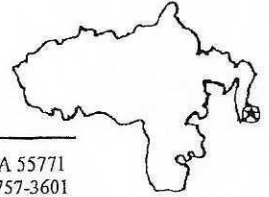
I, Andrew R. Peterson, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Minnesota. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at ~~North~~ Virginia (City, State), this 12 day of March, 2019.

Signature of Sponsor's Attorney: _____



CITY OF ORR on Beautiful Pelican Lake



PO BOX 237, 4429 HIGHWAY 53, ORR, MINNESOTA 55771
PHONE: (218) 757-3288 FAX: (218) 757-3601
E-MAIL: orrmn@centurytel.net

May 8, 2019

Mr. Lee Steinkamp
Fairmont Airport Manager
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

RE: Entitlement Transfer to Fairmont Airport

Dear Mr. Steinkamp:

Enclosed and returned to you are the entitlement documents for transfer of funds from the Orr Regional Airport to the Fairmont Airport. Mayor Astleford has signed the Repayment Agreement.

Glad we were able to be of assistance, and good luck with your project!

Sincerely,

A handwritten signature in cursive script that reads "Cheri Carter".

Cheri Carter
Clerk/Treasurer

Enclosures

FAIRMONT

Phone (507)238-9461

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

Fax (507)238-9469

RECEIVED
MAY 01 2019

April 29, 2019

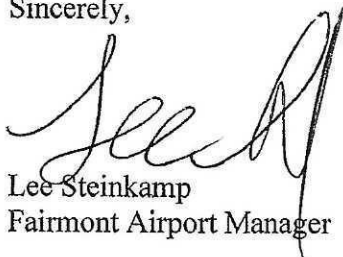
BY:.....

Cheri Carter
Clerk/Treasurer
City of Orr
PO BOX 237
4429 Highway 53
Orr, Minnesota 55771

The signed and sealed Entitlement Transfer Documents are included with this letter. Please sign the original sealed/stamped agreement and send it back to City of Fairmont, 100 Downtown Plaza, Fairmont, MN 56031.

If there is anything else you need, feel free to contact me.

Sincerely,



Lee Steinkamp
Fairmont Airport Manager

Enclosures

FEDERAL AIRPORT FUNDING REPAYMENT AGREEMENT

BETWEEN

CITY OF ORR, MINNESOTA
AND
CITY OF FAIRMONT, MINNESOTA

The City of Orr agrees to transfer \$150,000 in Federal Fiscal Year 2019 to the City of Fairmont from available 2019 FAA non-primary entitlement funds through the Airport Improvement Program.

The City of Fairmont agrees to transfer back to the City of Orr their FAA funding allocation in Federal Fiscal Year 2021 in re-payment of the total amount of \$150,000.

The year of the transfer is 2019. Signature of each airport sponsor certifies agreement to repay the donor airport, City of Orr, by the recipient, City of Fairmont, per the 2019 FAA transfer. (See FAA Agreement)

The parties to this Agreement understand that repayment of transferred funds is not required by FAA.

The parties to this Agreement understand that the receiving airport shall not be obligated to repay more than the original transferred amount. Interest shall not be applied.

The parties to this Agreement understand that repayment transfer of future FAA funding allocation is contingent on FAA non-primary entitlement funding legislation for 2021 and the availability of funding to the original receiving airport.

Original Receiving Airport:

City of Fairmont


Deborah J. Foster

Mayor

4.23.18
Date

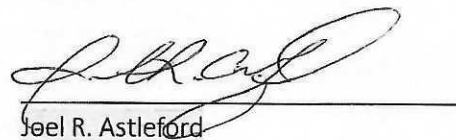
Attest:


Patricia J. Monsen

City Clerk

Original Donor Airport:

City of Orr


Joel R. Astleford

Mayor

5/2/19
Date

RESOLUTION 2019-14

**RESOLUTION APPROVING AN AGREEMENT FOR TRANSFER
OF FEDERAL AIRPORT ENTITLEMENT FUNDING
FROM THE CITY OF ORR**

WHEREAS, the City of Fairmont receives Federal Aviation Administration (FAA) non-primary entitlement funding each year in an amount of \$150,000, which can be used for federally eligible projects at the Fairmont Municipal Airport; and,

WHEREAS, the City of Fairmont is short of capital project funding for the Fairmont Municipal Airport and has requested a transfer of funding in the amount of \$150,000 from the City of Orr with the understanding that the City of Fairmont will transfer future funding back to the City of Orr at an equivalent amount.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Fairmont City Council as follows:

1. The Fairmont City Council does hereby approve an Agreement for Transfer of Entitlements of FAA funding from the City of Orr in the amount of \$150,000.
2. That the Fairmont City Council does hereby approve an Agreement for the Federal Airport Funding Repayment with the City of Orr to send the funding back in the future contingent upon continued FAA funding in 2021 at the level currently received.
3. That the Mayor and City Clerk are hereby authorized to execute said agreements on behalf of the City of Fairmont.

Motion by: Council Member Tom Hawkins

Seconded by: Council Member Ruth Cyphers

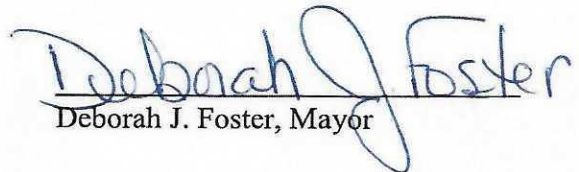
All in Favor: Council Members Randy Lubenow, Bruce Peters, Ruth Cyphers, Wayne Hasek and Tom Hawkins

Opposed: None

Abstained: None

Absent: None

PASSED, APPROVED AND ADOPTED this 22nd day of April 2019.


Deborah J. Foster, Mayor

ATTEST:


Patricia J. Monsen, City Clerk



Fairmont City Council
February 13, 2023

Agenda Item: 9.5

From: Cathy Reynolds
To: Mayor and City Council

Subject: DGR Task Order

Policy/Action Requested: Motion to approve task order #5 to the Master Agreement for Professional Services with DGR for the 10th street substation modifications.

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends approval of the task order

Overview:

The City has a master agreement with DGR for engineering services associated with the city’s electrical distribution system. DGR completed an analysis and capital plan for the city under this agreement. The analysis resulted in several projects that they city needs to undertake to maintain a reliable electric system. Task order #4 was approved by the council to begin work on several of the transformer projects. The preliminary work for the 10th street substation was conducted under task order #4. As the preliminary work has further defined the scope, the next Task Order, number 5, will continue the work.

The PUC has reviewed the DGR report and capital plan and they are supportive of the results and plans to move forward.

Budget Impact: This work is planned in the 2023 budget

Attachments:

- 1. Task Order #5 to the Master Agreement for Professional Services with DGR

Council Action: _____ Date: _____

TASK ORDER

Task Order No. 5

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 , 20 15 .

TASK ORDER PROJECT NAME: 10th Street Substation 69 kV Modifications

TASK ORDER PROJECT DESCRIPTION: The City of Fairmont (City or Owner) intends to perform facility improvements and replacements to its 69 kV electrical facilities at 10th Street Substation. This includes replacing two 69 kV circuit breakers and associated foundations, replacing four 69 kV switches, replacing two 69 kV line PT's, replacing nine 69 kV arresters, replacing relaying and control equipment for two 69 kV lines and the 69/12.47 kV transformer, replacing control cable for new equipment, and modifying additional auxiliary equipment such as yard lights, raceway, grounding, and bus work. These facility upgrades will be a joint venture with SMMPA.

DGR CONTACT PERSON: Stuart Anderson, Project Manager or
Dan McMahon, Design Engineer

CLIENT CONTACT PERSON: Cathy Reynolds, City Administrator or
Martin Meixell, Electric Distribution Superintendent

SCOPE OF WORK:

Preliminary Phase:

- Evaluate and analyze the existing substation facilities and develop a preliminary one-line diagram and supporting documents to define the final scope and estimate of the substation improvement construction.
- Develop an updated project schedule.

Design Phase:

- Prepare specifications for major materials to be delivered to the site including the circuit breakers, and control panels.
- Prepare plans and specifications for the substation work, including concrete, control panels, circuit breaker, and other items.

- Develop or update physical design plans, foundations, bus work, raceway, equipment installation, 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, GRE, and SMMPA.
- 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, GRE, and SMMPA.
- Design and develop protection and control drawings including 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 major bid packages for 69 kV circuit breakers, control panels, 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.
 - Program RTAC and other communication equipment.
 - Establish communications with new equipment.
 - 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 the project as of the first quarter 2023 and based on the planning efforts that have been completed so far:

<u>10th Street Substation Modifications</u>	
Estimated material and construction cost	\$ 708,000
Contingency (15%)	\$ 106,000
Engineering	<u>\$ 159,000</u>
	Subtotal: \$ 973,000

PROJECT SCHEDULE: The following is the initial project schedule:

Major Material Bidding	February 2023 – March 2023
Major Material Estimated Delivery	May 2024
Construction	March 2024 – June 2024

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

<u>Task</u>	<u>Fee Type</u>	<u>Fee</u>
Preliminary Phase	Hourly Estimate	\$ 4,500
Design Phase	Lump Sum	\$ 102,000
Bidding Phase	Lump Sum	\$ 15,000
Construction Phase	Hourly Estimate	\$ 27,500
Post-Construction Phase	Hourly Estimate	\$ 10,000
	Total	<u>\$ 159,000</u>

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.

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

JANUARY 2023

HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$110	\$65	\$60
02	\$120	\$70	\$64
03	\$124	\$75	\$68
04	\$130	\$80	\$72
05	\$140	\$86	\$77
06	\$154	\$92	\$82
07	\$166	\$98	\$88
08	\$178	\$104	\$94
09	\$192	\$110	\$100
10	\$206	\$116	\$106
11	\$220	\$122	\$112
12	\$234	\$128	\$130
13	\$248	\$135	\$148
14	\$255	\$145	\$182
15	\$262	\$156	\$240

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
February 13, 2023

Agenda Item: 9.6

From: Cathy Reynolds
To: Mayor and City Council

Subject: Voluntary Retirement Agreement

Policy/Action Requested: Motion to approve the Separation and Release Agreement with Martin Meixell.

Vote Required: X Simple Majority Roll Call

Recommendation: Staff recommends approval of the agreement.

Overview:

This agreement is being added to the agenda to support a decision by council with time for the department to plan and administrative matters to be prepared before the effective date.

Additional details will be provided at the meeting.

Budget Impact:

Attachments:

Council Action: _____ Date: _____