

# FAIRMONT CITY COUNCIL AGENDA

Monday, June 12, 2023, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
  - 4.1 Letter of Appreciation (03)
  - 4.2 Aquatic Park Annual Report (05)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (08)
6. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
  - A. **Minutes**
    - 6.A.1 Regular Meeting, May 22, 2023 (09)
  - B. **Check Registers**
  - C. **Other**
    - 6.C.1 Tobacco License and Sale of Edible Products Infused with Tetrahydrocannabinol License for Fairmont Smoke Shop (12)
    - 6.C.2 Transient Merchant Permit for TNT Fireworks to sell Minnesota approved fireworks in the Walmart parking lot (13)
    - 6.C.3 Request for Demolition Assistance, Michael Munsterman (14)
    - 6.C.4 Request for Funding for July 4th Fireworks (22)
    - 6.C.5 Fireworks Display Permit, J & M Displays, July 1, 2023 (24)
    - 6.C.6 Application for Premises Gambling Permit at Bowlmor Lanes (35)
    - 6.C.7 Transient Merchant Permit for Jordan Carr to sell Minnesota Approved fireworks in the Loxley Coffee parking lot (39)

**6.C.8 Storm Sewer Work on Hall Street (40)**

**7. Public Hearings**

**8. Old Business**

**9. New Business**

**9.1 Wetland Conservation Act (44)**

**9.2 Airport Maintenance and Operations Grant SFY 24-25 (46)**

**9.3 School Resource Officer Memorandum of Understanding with Fairmont Area Schools (54)**

**9.4 Proposed Financing Structure of the Community Center (66)**

**9.5 Flaherty & Hood Communications (71)**

**10. Council Discussion**

**11. Staff/Liaison Reports**

**A. Public Works**

**B. Finance**

**C. City Administrator**

**D. Mayor/Council**

Hasek – PUC, BZA

Kawecki – Planning Commission

Lubenow – HRA

Maynard – BZA, FEDA

Miller –CER, Visit Fairmont, FEDA

**12. Adjournment**



Fairmont City Council  
June 12, 2023

Agenda Item: 4.1

**From:** Mayor Lee Baarts  
**To:** City Council

**Subject:** Letter of Appreciation

**Policy/Action Requested:**

**Vote Required:** \_\_\_\_\_ Simple Majority      \_\_\_\_\_ Roll Call

**Recommendation:**

**Overview:** Mayor Lee C. Baarts will read a letter of appreciation to Representative Bjorn Olson and Senator Rich Draheim for helping the City of Fairmont receive authorization from the Legislature to bring our proposed Local Option Sales Tax to the voters.

**Budget Impact:** N/A

**Attachments:** Letter of Appreciation

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

# FAIRMONT

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

Phone (507) 238-9461

Fax (507) 238-9469

June 8, 2023

Representative Bjorn Olson  
Senator Rich Draheim

Re: Local Option Sale Tax Funding

Dear Representative Olson and Senator Draheim:


The City of Fairmont recently received authorization from the Legislature to bring our Local Option Sales Tax to the voters. We would like to take this time to formally extend our gratitude to both of you for your support and hard work in getting this approval.

The proposed community center will be a place for people of all ages and backgrounds to come together and build relationships, community and support the health and welfare of those in our region. The community center is envisioned to provide a pool, field house, community meeting space, fitness facility and ice arena.

We look forward to your continued advocacy in our upcoming capital bond request for continued financial support for the community center.

Sincerely,

CITY OF FAIRMONT

  
Lee C. Baarts  
Mayor

cc: Karl Mortonbadger  
Tom Tschida

C I T Y O F L A K E S



Fairmont City Council  
June 12, 2023

Agenda Item: 4.1

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

**Subject:** Aquatic Park Annual Report

**Policy/Action Requested:**

**Vote Required:** \_\_\_\_ Simple Majority      \_\_\_\_ Roll Call

**Recommendation:** N/A

**Overview:** Staff has prepared the 2022 Aquatic Park Annual Report and will present it for Council’s information.

**Budget Impact:** N/A

**Attachments:** 2022 Aquatic Park Annual Report

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



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

Phone (507) 238-9461

Fax (507) 238-9469

## 2022 Aquatic Park Recap

### 2022 General Aquatic Park Information

#### Open Swim Hours:

June 3 – July 15	Weekdays: Noon – 6:00 pm Weekends: Noon – 8:00 pm
July 16 – August 26	Weekdays: Noon – 8:00 pm Weekends: Noon – 8:00 pm

**Admission:** \$7.00 per person 2 years and older

#### Daily Patron Count:

2022 – 21,060\* 2021 - 20,908\* 2020 – 11,898\* 2019- 20,747\* 2018 - 21,691\*  
\*estimate from daily reporting, excluding groups/private events

#### Season Passes

2122 - 48 student/single passes 181 family passes	2021- 52 student/single passes 244 family passes
2020- 21 student/single passes 121 family passes	2019- 47 student/single passes 205 family passes
2018- 21 student/single passes 236 family passes	

#### Revenue/Expenses

		2022	2021	2020	2019	2018
Revenue	\$	176,040	\$ 193,441	\$ 89,311	\$ 163,983	\$ 158,800
Expense	\$	426,655	\$ 443,563	\$ 326,064	\$ 406,963	\$ 402,676
Capital Expense	\$	34,194	\$ 176,795	\$ 122,525	\$ 33,320	\$ 99,319
Net Gain/(Loss)	\$	(284,809)	\$ (426,917)	\$ (359,278)	\$ (276,300)	\$ (343,195)
Capital Expenses						
	Leak Repair		Chlorine System	Training Equipment	Painting: Slide Tower	Slide Restoration
	Pump/Strainer		Damaged Strainer	Resurface lap/dive	Shingling	Splash Pool Heater
	Landscaping		Leak Repair	Chemtrols & Suction Covers		Poop Pump/Repair
			Replace Levelers	Chairs		
			Guard Platforms			
			Capital carryover of \$77,025 from 2020			



**Birthday Parties/Other Events**

- 9 birthday parties organized by the Aquatic Park were held onsite
- 22 group events held at the facility that we were informed of prior to visiting
- 1 Free/Reduced Swim water fitness event sponsored by a local non-profit group
- 1 Free event for Martin County youth sponsored by local non-profit organization

**Offerings**

The Fairmont Aquatic Park offers swim lessons, private swim lessons, tiny tot swim, early morning lap swim, water aerobics, deep water walking, private swimming lessons and lifeguard training.

**Staffing**

Seasonal staff members consist of lifeguards, guest service staff and management team members.

2022 - 63      2021- 60      2020- 65

**2023 Budget**

	Estimated Budget
Revenue	\$ 179,500
Expense	\$ 485,692
Capital Expense	15,500
Net Gain/(Loss)	\$ (321,692)
Capital Expenses:	Strainer Basket
	Landscaping



Fairmont City Council  
June 12, 2023

Agenda Item: 5

**From:** Patricia J. Monsen, City Clerk

**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  
June 12, 2023

Agenda Item: 6.A.1

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

**Subject:** Council Minutes from Regular Meeting on May 22, 2023

**Policy/Action Requested:** To Approve City Council Minutes from May 22, 2023

**Vote Required:**  Simple Majority      Roll Call

**Recommendation:** Approval

**Overview:**

**Budget Impact:** N/A

**Attachments:** City Council Minutes Regular Meeting, May 22, 2023

\*\*\*\*\*

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

The minutes of the Fairmont City Council meeting held on Monday, May 22, 2023, at the City Hall Council Chambers.

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

Council Members Wayne Hasek, Britney Kawecki, Randy Lubenow, Jay Maynard and Michele Miller were present. Also in attendance: City Clerk Patricia Monsen, Police Chief Mike Hunter, Civil Engineer Tyler Cowing and City Attorney Cara Brown.

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

During Public Comment Douglas Boomgaarden asked the council to consider changing city code to allow ATVs to be operated in the city. The following citizens of Fairmont read a letter sent to the City by Attorney Marshall Tanick from the law firm of Meyer, Njus, Tanick, P.A.: Ann Osborn, Darlene Lutz, Marge Johnston, Ken Wolter and Bruce Eastlund. Brian Meade had questions regarding the new AMI meters and would like additional information on them. Garth Carlson of Carlson Walters Group stated that they are not for or against the proposed community center and would support what the majority of the city wants. He also stated that they want the city to move forward with hiring a new city administrator who will promote a private development and one who is positive and progressive. Council Member Randy Lubenow read a note he prepared in support of the proposed community center. Richard Bradley questioned statistics presented by Project 1590 regarding the proposed community center.

Council Member Maynard made a motion to approve the consent agenda. Council Member Lubenow seconded the motion and the motion carried. Items on the consent agenda were: Minutes from the May 8, 2023 City Council meeting; Payment of the May 2023 Accounts Payable; 2023/2023 Alcoholic Beverage License Renewals; License applications for the sale of edible products infused with tetrahydrocannabinol and tobacco for Schwebke Rentals, LLC; Tobacco Licenses for United Fuels Midwest, LLC for 2197 N. State Street and 307 N. State Street; and 3.2 Off Sale Licenses for United Fuels Midwest, LLC for 2197 N. State Street and 307 N. State Street.

Civil Engineer Tyler Cowing advised the council that the city received a petition from Heritage Acres for a seal coat of their driveway. Council Member Hasek made a motion to approve the petition by Heritage Acres to seal coat the driveway from Lake Avenue leading up to Heritage Acres. Council Member Miller seconded the motion and the motion carried.

Council Member Maynard made a motion to approve the appointment of Diane Bradley to serve out the remainder of the term for the vacant commissioner seat. Council Member Miller seconded the motion. The majority of the council voted aye and Mayor Baarts declared said motion passed.

Council Member Maynard made a motion to approve the selection and contracting with GovHR for recruiting services for the city administrator vacancy. Council Member Miller seconded the motion and the motion carried.

Council Member Maynard made a motion to direct that council communications be routed through the Mayor until an interim city administrator can be appointed. Council Member Miller seconded the motion and the motion carried.

Council Member Maynard made a motion that all council agenda requests be held until an interim city administrator can be appointed. Council Member Miller seconded the motion. On roll call: Council Members Hasek, Maynard and Miller voted aye. Council Members Kawecki and Lubenow voted nay. Mayor Baarts declared said motion passed.

City Attorney Cara Brown reviewed her Memo dated May 19, 2023 to the Fairmont City Council regarding Charter Commission reimbursement request. Brown questioned whether the Charter Commission had voted to resubmit these expenses? Mayor Baarts said that the Charter had not resubmitted the expenses. Council Member Lubenow made a motion to refer this matter back to the Charter Commission. Council Member Kawecki seconded the motion. On roll call: Council Members Kawecki and Lubenow voted aye. Council Members Maynard, Miller and Hasek voted nay. Mayor Baarts declared said motion failed.

Mayor Baarts explained that in order to keep city operations moving more efficiently during this time without a city administrator or an interim city administrator, it is being recommended that the Finance Director Paul Hoye be given interim purchasing authority to \$25,000. Council Member Lubenow made a motion to increase Paul Hoye's purchase power to \$25,000. Council Member Hasek seconded the motion and the motion carried.

Mayor Baarts reminded citizens of many fun events happening in Fairmont in the next couple of weeks. He also reported that the pending bonding was not approved at this legislation session. However, Fairmont's Local Option Sales Tax request was included in the final omnibus tax bill.

Council Member Kawecki reported that the roof work at the library has begun.

Council Member Lubenow stated that the Park Board received a presentation about recycling old windmill blades. The parks are now open.

Council Member Miller stated that summer activities through CER are beginning, and they are looking for volunteers to help coach.

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

---

Lee C. Baarts, Mayor

ATTEST:

---

Patricia J. Monsen, City Clerk



Fairmont City Council  
June 12, 2023

Agenda Item: 6.C.1

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

**Subject:** License Applications for the Sale of Edible Products Infused with Tetrahydrocannabinol and Tobacco by Fairmont Smoke Shop

**Policy/Action Requested:** Motion to approve the licenses for the sale of edible products infused with tetrahydrocannabinol and tobacco by Sammy Sarameh, d/b/a Fairmont Smoke Shop.

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval

**Overview:** License applications for the sale of edible products infused with tetrahydrocannabinol and tobacco were received from Sammy Sarameh, d/b/a Fairmont Smoke Shop. The applicant has submitted the applicable paperwork and a successful background investigation has been completed. The applicant will be opening a retail store located at 1023 Blue Earth Avenue East.

**Budget Impact:** N/A

**Attachments:**

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



Fairmont City Council  
June 12, 2023

Agenda Item: 6.C.2

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

Subject: Transient Merchant Permit – TNT Fireworks

Policy/Action Requested: Motion to approve the Transient Merchant Permit for TNT Fireworks to sell fireworks in the Walmart Parking lot from approximately June 20-July 5, 2023.

Vote Required:  Simple Majority  Roll Call

Recommendation: Approval

Overview: TNT Fireworks has made application for a Transient Merchant Permit to sell fireworks in the Walmart Parking lot from approximately June 20-July 5, 2023. A successful background investigation has been completed and all paperwork submitted. TNT Fireworks has been selling fireworks in this location since 2017 and there have been no problems or complaints received.

Budget Impact: N/A

Attachments:

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



Fairmont City Council  
June 12, 2023

Agenda Item: 6.C.3

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

**Subject:** Request for Demolition Assistance – Michael Munsterman

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

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** Approval

**Overview:** Michael Munsterman of 702 Bird Street has applied for demolition assistance for a garage located at this property. Munsterman is planning on building a new garage at this location.

**Budget Impact:** Budgeted

**Attachments:**

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

\*\*\*\*\*

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



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

Applicant Name: Michael Munsterman

Address of Applicant: 702 - Bird Street Fairmont, MN 56001

Telephone Number: 507-236-3238 Email:

Address of property to be demolished: 702 Bird Street (Garage)

1. Description of property and reason for request:
The Garage is shot Needs to be tore Down!
Tear Down (Garage)

2. What do you plan to do with the property after demolition?
I plan on Building a new Garage!

end of

3. Date demolition will be complete by: May 31, 23

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

(Saturday)
Day they tore Down Garage
5/27/23

michael munsterman

Applicant Signature

Date

FOR CITY USE
6/12/23 Date of Council Action
4/11/23 Date Demo Permit Issued


**Beacon**<sup>TM</sup> Martin County, MN

### Summary

Parcel ID 232110330  
 Property Address 702 BIRD ST  
 FAIRMONT MN 56031  
 Sec/Twp/Rng N/A  
 Brief Tax Description SHOREACRES SUBD. LOT-001 BLOCK-002 EAST 125'  
 (Note: Not to be used on legal documents)  
 Deeded Acres 0.00  
 Class 201 - (HSTD) 1A/1B/4BB RESIDENTIAL SINGLE UNIT  
 District (2301) CITY OF FAIRMONT-2752  
 School District 2752  
 Neighborhood 00231530 - SUMMIT/SHOREACRES  
 Contact Appraiser: [Matthew Malone](#)

[View Map](#)



### Owner

Primary Owner  
 MICHAEL W MUNSTERMAN  
 702 BIRD ST  
 FAIRMONT MN 56031

### Buildings

**Building 1**  
 Year Built 1940  
 Architecture CONVENTION  
 Above Grade Living Area 768  
 Construction Quality AVERAGE  
 Condition AVERAGE  
 Foundation Type CONC BLOCK  
 Frame Type WOOD FRAME  
 Size/Shape 1.00 L-SHP  
 Exterior Walls WOOD SDNG;  
 Windows DH/VINYL  
 Roof Structure FLAT  
 Roof Cover ROLL COMP  
 Interior Walls PLASTER;  
 Floor Cover CARPET;  
 Heat AIR DUCTED  
 Air Conditioning WINDOW  
 Bedrooms 2  
 Bathrooms 1  
 1st Floor Area Sq Ft 372  
 Stories 1

### Land

Seq	Code	Dim 1	Dim 2	Dim 3	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Eff Rate	Div %	Value
1	RES LOT 16A	0	0	0	6,660.000	S	1,450	0.00	0.00	0.00	2,216	1,000	14,756
Total					6,660.000								14,756

### Sub Area Square Footage

Card	Line	Lower	First	Second	Third	Year Built	Effective Year Built	Area	RCNLD
1	0		OWB			0	0	372	21005
1	1		ONE			0	0	396	17143
1	2		TVE			0	0	40	1129
1	3		UGR			0	0	312	5637

[Click here for more information on Sub Area Codes](#)



## Sales

Multi Parcel	Instr Type	Qualified Sale	Sale Date	Buyer	Seller	Sale Price	Adjusted Sale Price	eCRV
N	WD	Q	9/26/2005	MUNSTERMAN, MICHAEL M	JOHNSON, WINTON J & JOANNE A	\$39,900	\$39,900	497779
N	WD	Q	11/9/1992	JOHNSON, WINTON J & JOANNE A	STUEBER, ADELIA	\$7,500	\$7,500	0

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

## Valuation

	2023 Assessment	2022 Assessment	2021 Assessment	2020 Assessment
+ Estimated Land Value	\$14,800	\$15,400	\$15,400	\$15,400
+ Estimated Building Value	\$68,800	\$45,400	\$35,200	\$35,200
+ Estimated Machinery Value	\$0	\$0	\$0	\$0
= Total Estimated Market Value	\$83,600	\$60,800	\$50,600	\$50,600

## Taxation

Classification	2023 Payable	2022 Payable	2021 Payable	2020 Payable	2019 Payable
	201 - 1A/1B/4BB RESIDENTIAL SINGLE UNIT	201 - 1A/1B/4BB RESIDENTIAL SINGLE UNIT	201 - 1A/1B/4BB RESIDENTIAL SINGLE UNIT	201 - 1A/1B/4BB RESIDENTIAL SINGLE UNIT	201 - 1A/1B/4BB RESIDENTIAL SINGLE UNIT
Estimated Market Value	\$60,800	\$50,600	\$50,600	\$48,200	\$48,200
- Excluded Value	\$0	\$0	\$0	\$0	\$0
- Homestead Exclusion	(\$24,320)	(\$20,200)	(\$20,200)	(\$19,300)	(\$19,300)
= Taxable Market Value	\$36,480	\$30,400	\$30,400	\$28,900	\$28,900
Net Taxes Due	\$541.00	\$481.00	\$455.00	\$455.00	\$451.00
+ Special Assessments	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
= Total Taxes Due	\$610.00	\$550.00	\$524.00	\$524.00	\$520.00
% Change	10.91%	4.96%	0.00%	0.77%	1.56%

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

## Taxes Unpaid

	Current Taxes Due
Unpaid Tax	\$305.00
+ Unpaid Penalty	\$0.00
+ Unpaid Fees	\$0.00
+ Unpaid Interest	\$0.00
= Unpaid Total	\$305.00

IF YOU OWE BACK TAXES PLEASE CALL THE AUDITOR/TREASURER OFFICE FOR A FULL BREAKDOWN

## Tax Statements



[2023 Tax Statement \(PDF\)](#)  
[2022 Tax Statement \(PDF\)](#)  
[2021 Tax Statement \(PDF\)](#)  
[2020 Tax Statement \(PDF\)](#)  
[2019 Tax Statement \(PDF\)](#)  
[2018 Tax Statement \(PDF\)](#)

## Proposed Taxes



[2023 Proposed Taxes \(PDF\)](#)  
[2022 Proposed Taxes \(PDF\)](#)

## Valuation Notice



[2024 Valuation Notice \(PDF\)](#)  
[2023 Valuation Notice \(PDF\)](#)  
[2022 Valuation Notice \(PDF\)](#)  
[2021 Valuation Notice \(PDF\)](#)

### Photos



### Recent Sales In Area

Sale date range:

From:

01/01/2022

To:

06/05/2023

Sales by Neighborhood

Sales by Subdivision

1500

Feet



Sales by Distance

No data available for the following modules: Extra Features.

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

[User Privacy Policy](#)

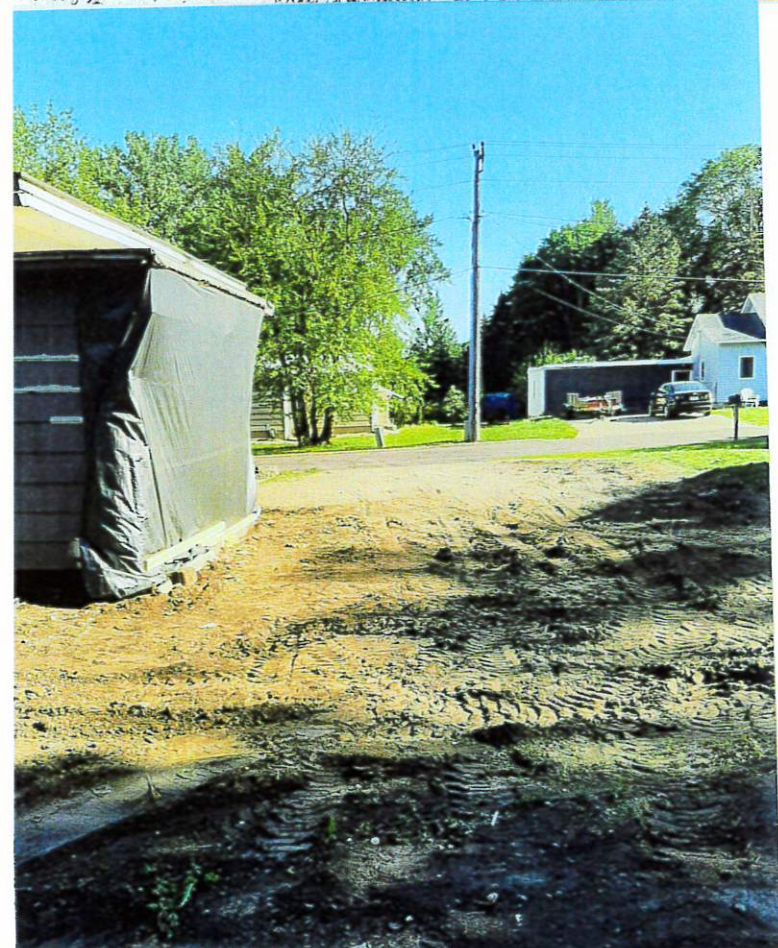
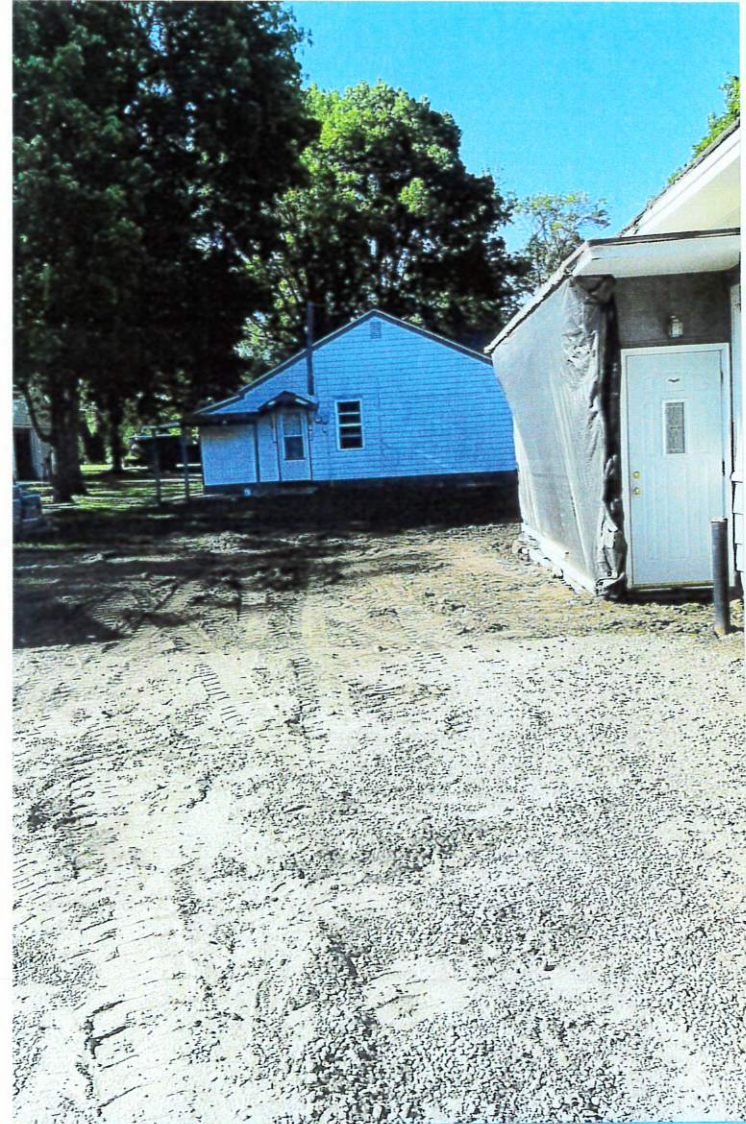
[GDPR Privacy Notice](#)

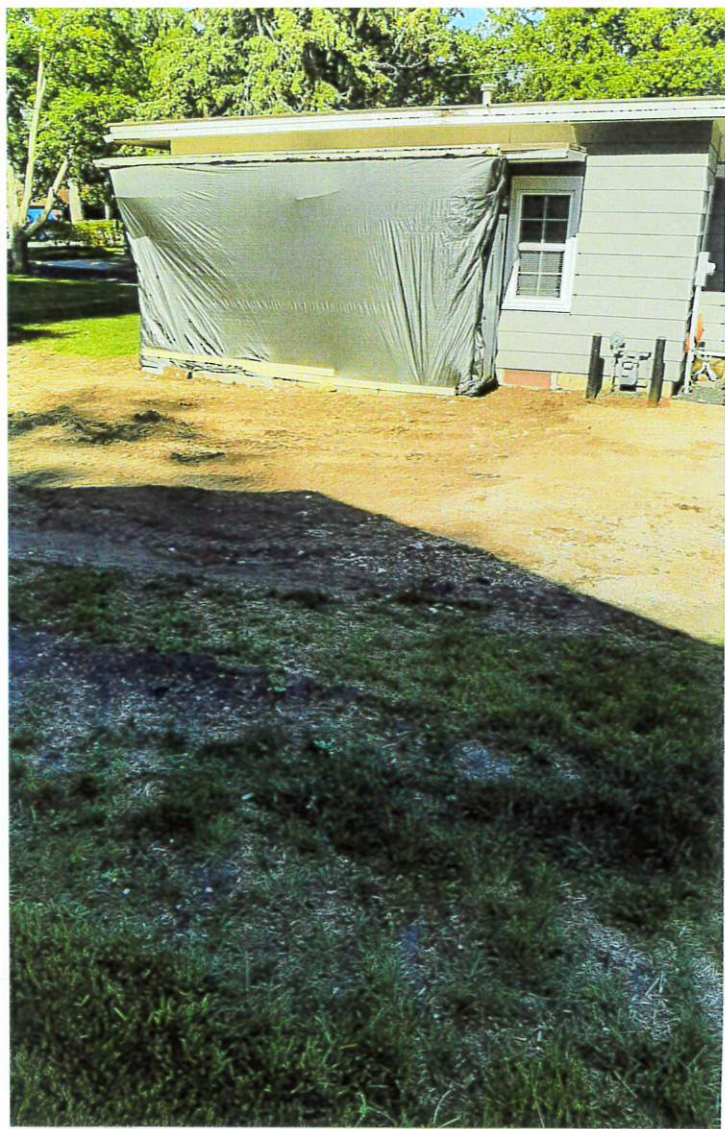
Last Data Upload: 6/5/2023, 8:54:41 AM

Developed by  

 Schneider  
 GEOSPATIAL

Version 3.1.12





# HINZ-n-HINZ GENERAL CONTRACTORS, INC.

1532 265th Avenue  
Granada, MN 56039  
License#BC509215

TOM - 507.236.0599  
ROD - 507.236.7539  
MIKE - 507.848.0578  
JOSH - 507.848.6595



## PROPOSAL AND ACCEPTANCE

3522

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

*Remove garage and haul-away. Remove concrete from garage and haul-away.*

*Pod 2000<sup>00</sup> down*

*total cost 5800<sup>00</sup>*

*Paid in full 5-30-23*

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Payment to be made as follows: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

All material is guaranteed to be as specified. Two-year warranty on all labor. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ 21

Signature \_\_\_\_\_



Fairmont City Council  
June 12, 2023

Agenda Item: 6.C.4

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

**Subject:** Request for Funding for July 4<sup>th</sup> Fireworks

**Policy/Action Requested:** Motion to approve \$1,500.00 funding for the July 4<sup>th</sup> fireworks.

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval

**Overview:** Light Noise and Smoke of Fairmont is requesting city financial assistance for the annual July 4<sup>th</sup> fireworks. The committee generally raises and spends about \$20,000.00. This event attracts a large number of people to our community and is always well received. As with any event, it gets harder to raise the money necessary to put on a successful event, volunteers continue to do a great job. The city’s financial contribution will help ease some of the burden. The city contributed \$1,500.00 last year and is being asked to match the contribution this year. This amount is within the current budget.

**New this year – the fireworks display will be held on Saturday, July 1, 2023.**

**Budget Impact:** This donation has been budgeted for 2023

**Attachments:** Letter of Request

\*\*\*\*\*

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

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

**C I T Y O F L A K E S**

# Light, Noise & Smoke of Fairmont MN

(Fairmont Fireworks)  
P.O Box 386  
Fairmont MN 56031

June 7, 2023

City Administrator, Mayor, City Council

City Council

It is that time of year to respectfully request funding for the annual Fairmont Fireworks Display. **Which this year we will be celebrating on Saturday, July 1st 2023!** In the past the City has Provided a \$1,500 Contribution we would appreciate the same or greater. All funds raised yearly go towards the display each year.

Any questions, feel free to contact myself. Thank You

Sam Cress

Fireworks Chairman  
(Light, Noise & Smoke)  
507-236-6413



Fairmont City Council  
June 12, 2023

Agenda Item: 6.C.5

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

**Subject:** Fireworks Display Permit – J & M Displays, July 1, 2023

**Policy/Action Requested:** Motion to approve the Application/Permit for Outdoor Public Fireworks Display by J & M Displays for July 1, 2023.

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval

**Overview:** J & M Displays, Inc. will be responsible for the fireworks display this July. They have requested Council approval for the discharge of the fireworks. J & M Displays has been doing the Fairmont fireworks display for several years with no complaints or issues received. The display will be held on July 1, 2023 this year.

**Budget Impact:** N/A

**Attachments:** Application

\*\*\*\*\*

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



(FOR USE BY LOCAL JURISDICTIONS)

SAMPLE APPLICATION / PERMIT  
OUTDOOR PUBLIC FIREWORKS DISPLAY

Applicant instructions:

- 1. This application is for an **outdoor** public fireworks display only and is **not** valid for an indoor fireworks display.
- 2. This application must be completed and returned at least 15 days prior to date of display.
- 3. Fee upon application is \$ \_\_\_\_\_ and must be made payable to \_\_\_\_\_

Name of Applicant (Sponsoring Organization): Light, Smoke & Noise of Fairmont, MN (Fairmont Fireworks)

Address of Applicant: 115 West 12<sup>th</sup> Street, Fairmont, MN 56031

Name of Applicant's Authorized Agent: Kelm Brueschke – J & M Displays

Address of Agent: 4104 83<sup>rd</sup> Street, Urbandale, IA 50322

Telephone Number of Agent: 515.321.2761 Date of Display: 07/01/2023 Time of Display: 10:15 p.m.

Location of Display: Sisseton Lake – City Park – See Attached Diagram

Manner and place of storage of fireworks prior to display: Delivered Day of Show

Type and number of fireworks to be discharged: Shells = 1000 , 3" = 250, 4" Shells = 200, 5" Shells = 100 6" Shells = 50, 8" Shells = 10, 10" Shells = 4, 12" = 6

**MINNESOTA STATE LAW REQUIRES THAT THIS DISPLAY BE CONDUCTED UNDER THE DIRECT SUPERVISION OF A PYROTECHNIC OPERATOR CERTIFIED BY THE STATE FIRE MARSHAL.**

Name of Supervising Operator: Kelm Brueschke Certificate No.: 0650

**Required attachments.** The following attachments must be included with this application:

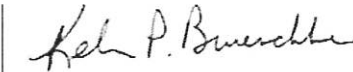
- 1. Proof of a bond or certificate of insurance in amount of at least \$ 10,000,000.00

*(Suggested Amount: \$1.2 million minimum. \$1.5 million minimum beginning July 1, 2009.)*

- 2. A diagram of the ground at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained.
- 3. Names and ages of all assistants that will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any:

I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

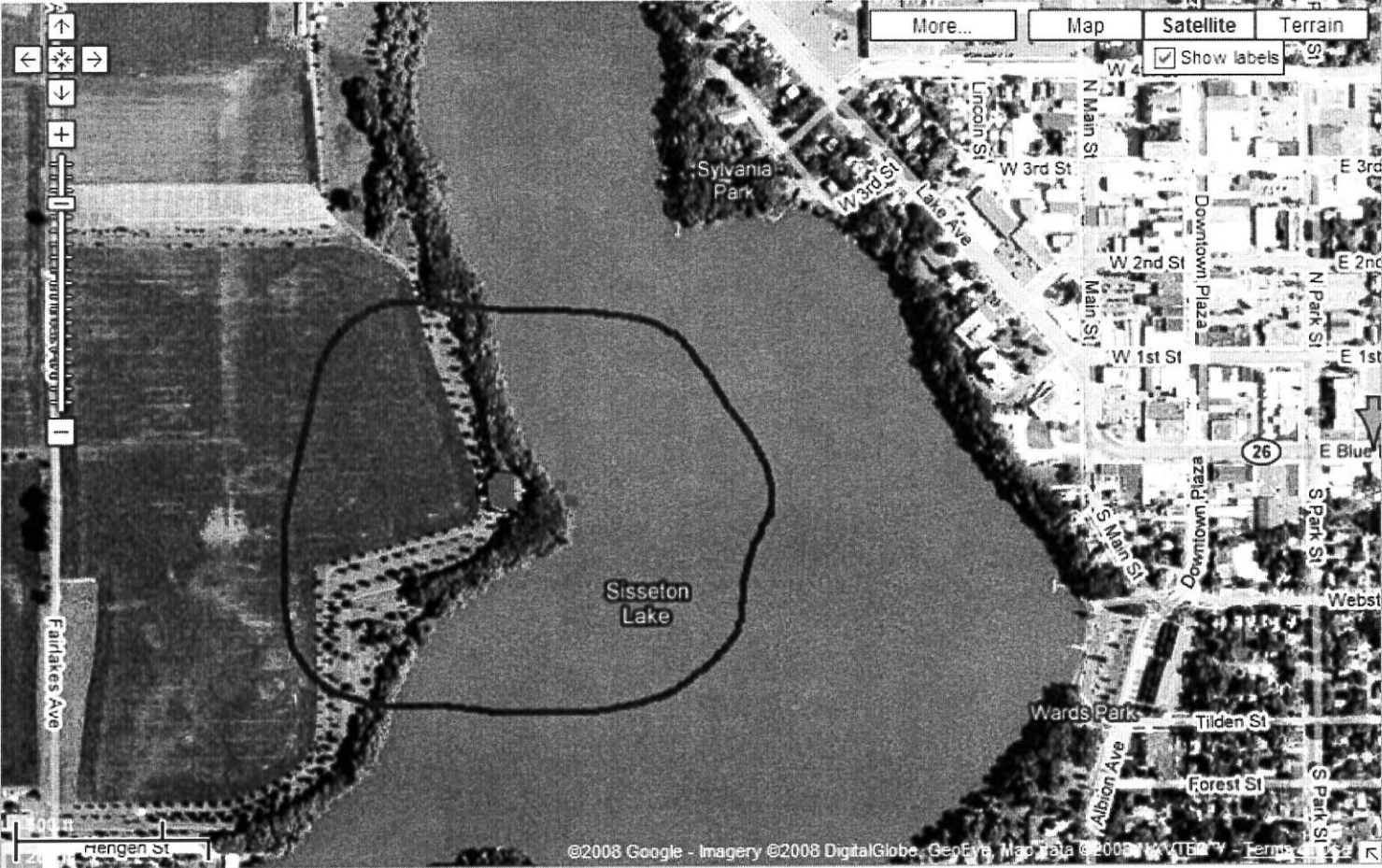
Signature of Applicant (or Agent):  Date: June 1<sup>st</sup>, 2023

Signature of Fire Chief/County Sheriff: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Issuing Authority: \_\_\_\_\_ Date: \_\_\_\_\_

Fairmont, MN Fireworks Display  
July 1<sup>st</sup>, 2023  
Shoot Site Diagram

Fairmont MN - Fireworks Shoot Site Aerial Photo



- Fireworks
- Fallout Safety Zone

Fairmont, MN Fireworks Show  
July 1<sup>st</sup>, 2023  
Shoot Team

<b>Name</b>	<b>Role</b>	<b>Age</b>	<b>Date of Birth</b>	<b>MN License #</b>
Kelm Brueschke	Lead Shooter	60	04/14/1963	0650
Jake Amsden	Assistant	43	11/01/1979	N/A
Roger Carlson	Assistant	69	08/10/1953	N/A
Sam Cress	Assistant	37	4/21/1986	N/A
Doug Borchardt	Assistant	67	10/29/1955	N/A
Lynn Johnson	Assistant	60	8/4/1962	N/A

# Insurance Certificate



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 216-658-7100      FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: _____ _____														
<b>INSURED</b> J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER B : Axis Surplus Ins Company</td> <td>26620</td> </tr> <tr> <td>INSURER C : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Denali Insurance Company	16044	INSURER B : Axis Surplus Ins Company	26620	INSURER C : Everest Indemnity Insurance Co.	10851	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Everest Denali Insurance Company	16044														
INSURER B : Axis Surplus Ins Company	26620														
INSURER C : Everest Indemnity Insurance Co.	10851														
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER:** 436563472 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			S18ML00060-231	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S18CA00033-231	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			P-001-000063943-05	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ WC STATUTORY LIMITS      OTHER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			S18EX01313-231	1/15/2023	1/15/2024	Each Occ/ Aggregate \$4,000,000 Total Limits \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 FIREWORKS DISPLAY DATE: July 1, 2023  
 RAIN DATE: July 2, 2023  
 LOCATION OF EVENT: City Park, Fairmont, Minnesota  
  
 ADD'L INSURED: The City of Fairmont, Minnesota, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event

<b>CERTIFICATE HOLDER</b>  Light, Noise & Smoke of Fairmont (Fairmont Fireworks) ATTN: Sam Cress 115 West 12th Street Fairmont MN 56031 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

**J & M Displays – ATF License**  
Expires October 1<sup>st</sup>, 2021

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

**Federal Explosives License/Permit**  
*(18 U.S.C. Chapter 40)*

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License Permit Number <b>5-IA-057-50-1K-00054</b>
Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Reers</i>	Expiration Date <b>October 1, 2021</b>
Name J & M DISPLAYS INC	

Premises Address (Changes? Notify the FELC at least 10 days before the move.)  
**18064 170TH AVE  
YARMOUTH, IA 52660-9772**

Type of License or Permit  
**50-MANUFACTURER OF EXPLOSIVES**

<p><b>Purchasing Certification Statement</b></p> <p>The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. <u>The signature on each copy must be an original signature.</u> A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."</p>	<p><b>Mailing Address (Changes? Notify the FELC of any changes.)</b></p> <p>J &amp; M DISPLAYS INC 18064 170TH AVE YARMOUTH, IA 52660-9772</p>
<p><i>James J. Detken</i> Licensee/Permittee Responsible Person Signature</p> <p><i>C.F.O.</i> Position Title</p> <p><i>James J. Detken</i> Printed Name</p> <p><i>11-27-2018</i> Date</p>	

Previous Edition is Obsolete. J & M DISPLAYS INC 18064 170TH AVE 52660-9772-IA 607-50-1K-00054 010101 1, 2021-50-MANUFACTURER OF EXPLOSIVES  
ATF Form 5400.14 5400.15 Part 1  
Revised October 2011

**Federal Explosives License (FEL) Customer Service Information**

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC[at]atf.gov	ATF Homepage: <a href="http://www.atf.gov">www.atf.gov</a>
--	---	--

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

*(Continued on reverse side)*

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

License Permit Name: **J & M DISPLAYS INC**

Business Name:

License Permit Number: **5-IA-057-50-1K-00054**

License Permit Type: **50-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2021**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,  
Firearms and Explosives

*Martinsburg, WV 25405*

September 24, 2021

J & M Displays Inc  
18064 170th Ave  
Yarmouth, IA 52660-9772

901090: MBH/SJI  
5400

File Number: 5-IA-00054

Premises Address: 18064 170th Ave, Yarmouth, IA 52660-9772

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: [www.atf.gov](http://www.atf.gov)



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,  
Firearms and Explosives

---

*Martinsburg, WV 25405*

March 17, 2022

J & M DISPLAYS INC  
18064 170TH AVE  
YARMOUTH, IA 52660-9772

901090: MHL/SJI  
5400  
File Number: 5-IA-00054

Premises Address: 18064 170TH AVE YARMOUTH, IA 52660-9772

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: [www.atf.gov](http://www.atf.gov)



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,  
Firearms and Explosives

*Martinburg, BT 25-05*

September 10, 2022

J & M DISPLAYS INC  
18064 170TH AVE  
YARMOUTH, IA 52660-9772

901090: MH/SJI  
5400  
File Number: 5-IA-00054

Premises Address: 18064 170TH AVE YARMOUTH, IA 52660-9772

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: [www.atf.gov](http://www.atf.gov)





DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,  
Firearms and Explosives

*Martinsburg, WV 25405*

February 2, 2023

J & M DISPLAYS INC  
18064 170TH AVE  
YARMOUTH, IA 52660-9772

901090: MH/SJI  
5400  
File Number: 5-1A-00054

Premises Address: 18064 170TH AVE YARMOUTH, IA 52660-9772

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

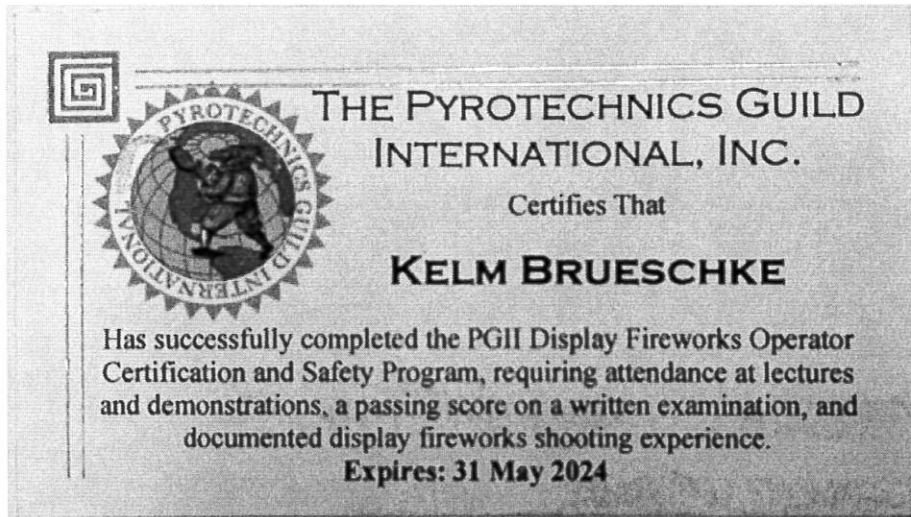
Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: [www.atf.gov](http://www.atf.gov)

Kelm Brueschke – PGI Certified Shooter Card  
Expires 31 May 2024





Fairmont City Council  
June 12, 2023

Agenda Item: 6.C.6

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

**Subject:** Application for Premises Gambling Permit

**Policy/Action Requested:** Motion to approve Resolution 2023-22, Premises Permit for Charitable Gambling at the Bowlmor Lanes

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** Staff recommend approval of the request.

**Overview:**

Community Charities of Minnesota will be applying to the State of Minnesota Gambling Enforcement Division for a Premises Permit to conduct charitable gambling at the Bowlmor Lanes located at 617 South State Street in the City of Fairmont. The State requires city council approval by resolution.

**Budget Impact:**

**Attachments:**

1. Application
2. Resolution 2023-22

\*\*\*\*\*

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

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

# LG214 Premises Permit Application

## Annual Fee \$150 (NON-REFUNDABLE)

### REQUIRED ATTACHMENTS TO LG214

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
  - 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to **"State of Minnesota."**
- Mail the application and required attachments to:**  
 Minnesota Gambling Control Board  
 1711 West County Road B, Suite 300 South  
 Roseville, MN 55113
- Questions?** Call 651-539-1900 and ask for Licensing.

### ORGANIZATION INFORMATION

Organization Name: Community Charities of Minnesota License Number: 02650

Chief Executive Officer (CEO) Gene Glorvigen Daytime Phone: 507-261-1561

Gambling Manager: Miranda Quandt Daytime Phone: 507-340-8393

### GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Bowlmor Lanes

List any previous names for this location:  
 \_\_\_\_\_

Street address where premises is located: 617 S State St, Fairmont, MN 56031  
(Do not use a P.O. box number or mailing address.)

City: <b>OR</b> Township:	County:	Zip Code:
Fairmont	Martin	56031

Does your organization own the building where the gambling will be conducted?  
 Yes  No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?  Yes  No  Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?  Yes  No  Don't know

### GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Wells Fargo Bank Bank Account Number: 1200085163

Bank Street Address: 206 E Hickory City: Mankato State: **MN** Zip Code: 56001

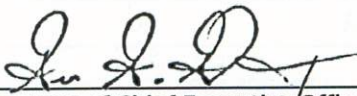
### ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>114 S Front St</u>	<u>Mankato</u>	<b>MN</b>	<u>56001</u>
_____	_____	<b>MN</b>	_____
_____	_____	<b>MN</b>	_____

**ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>Fairmont</u>	County Name: <u>Martin</u>
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel:  _____	Signature of County Personnel:  _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p><b>Local unit of government must sign.</b></p>	<p><b>TOWNSHIP NAME:</b> _____</p> <p><b>Complete below only if required by the county.</b> On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

**ACKNOWLEDGMENT AND OATH**

<ol style="list-style-type: none"> <li>1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.</li> <li>2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.</li> <li>3. I have read this application and all information submitted to the Board is true, accurate, and complete.</li> <li>4. All required information has been fully disclosed.</li> <li>5. I am the chief executive officer of the organization.</li> </ol>	<ol style="list-style-type: none"> <li>6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.</li> <li>7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.</li> <li>8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.</li> <li>9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.</li> <li>10. I understand the fee is non-refundable regardless of license approval/denial.</li> </ol>
 _____ <b>Signature of Chief Executive Officer (designee may not sign)</b>	_____ <b>05/23/2023</b> Date

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
--	--	--

This form will be made available in alternative format, i.e. large print, braille, upon request.

**RESOLUTION NO. 2023-22**

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

WHEREAS, Community Charities of Minnesota has presented the City with a Premises Permit Application for a charitable gambling permit at the Bowlmor Lanes in the City of Fairmont, Martin County, Minnesota, and;

WHEREAS, the Premises Permit Application appears to be acceptable in all respects.

NOW THEREFORE, BE IT RESOLVED, that the City of Fairmont approves the Premises Permit Application for a charitable gambling permit for Community Charities of Minnesota to conduct lawful gambling at the Bowlmor Lanes in the City of Fairmont, Martin County, Minnesota.

PASSED, APPROVED AND ADOPTED this 12th day of June 2023.

---

Lee C. Baarts  
Mayor

ATTEST:

---

Patricia J. Monsen  
City Clerk



Fairmont City Council  
June 12, 2023

Agenda Item: 6.C.7

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

**Subject:** Transient Merchant Permit – Jordan Carr

**Policy/Action Requested:** Motion to approve the Transient Merchant Permit for Jordan Carr to sell fireworks in the Loxley Coffee parking lot from approximately June 21-July 5, 2023 contingent upon a successful background investigation.

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval

**Overview:** Jordan Carr has made application for a Transient Merchant Permit to sell fireworks in the Loxley Coffee parking lot from approximately June 21-July 5, 2023. A background investigation has been requested and all paperwork submitted.

**Budget Impact:** N/A

**Attachments:**

\*\*\*\*\*

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



Fairmont City Council  
June 12, 2023

Agenda Item: 6.C.8

**From:** Nick Lardy, Public Works Superintendent  
**To:** Mayor and City Council

**Subject:** Storm Sewer work on Hall Street.

**Policy/Action Requested:** Approve PO 14739  
**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** Staff recommends approval to complete the work

**Overview:**

We discovered a broken and deteriorated culvert that runs beneath Hall street between the slough and small creek. The culvert needs to be replaced as soon as possible. This work is in a wetland and all required permits are completed and have been approved. The project was sent out for bid and Beemer Companies was the only bidder.

**Budget Impact:** Storm sewer repair budget and also reserves

**Attachments:** PO # 14739 and Beemer Companies' estimate #1350

\*\*\*\*\*

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





CITY OF FAIRMONT  
 100 DOWNTOWN PLAZA  
 FAIRMONT, MN 56031  
 507-238-9461 507-238-9044 (fax)

<b>GL ACCOUNT NO.</b>  603-49510-40200	<b>PURCHASE ORDER NO. / WORK ORDER NO.</b>  14739
<b>VENDOR:</b> BEEMER COMPANIES 1988 135TH STREET FAIRMONT MN 56031	<b>SHIP TO:</b> CITY OF FAIRMONT HALL STREET STORM SEWER REPAIR 100 DOWNTOWN PLAZA FAIRMONT MN 56031 ATTN: NICK LARDY 507-236-4946

<b>DATE ORDERED:</b> 6/8/23	<b>DATE REQUIRED:</b>
-----------------------------	-----------------------

QUANTITY	STOCK #	DESCRIPTION	PRICE	AMOUNT
		AS PER YOUR ESTIMATE #1350 DATED 05/18/23		
		PLEASE PREOVIDE THE SERVICES AS OUTLINED		
		TO REPLACE CULVERT UNDER HALL STREET AS		
		PER THE DESIGN PROVIDED BY CITY OF FAIRMONT		
		ENGINEERING DEPT		
		TOTAL ESTIMATED COST		\$50,981.00

PLEASE ENTER OUR ORDER FOR GOODS LISTED ABOVE. NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO COMPLETE BY DATE REQUIRED

**SALES TAX EXEMPT**

\_\_\_\_\_  
 AUTHORIZED SIGNATURE



1988 135TH ST  
 FAIRMONT, MN 56031  
 (507) 235-6779  
 Jasmine@beemer.us  
 www.beemer.us

# Estimate

ADDRESS
City of Fairmont 100 Downtown Plaza Fairmont, MN 56031

SHIP TO
City of Fairmont 100 Downtown Plaza Fairmont, MN 56031

ESTIMATE #	DATE
1350	05/18/2023

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Hall Street Culvert			
	<b>Misc Excavating</b> Mobilizatin - LS	1	5,850.00	5,850.00
	<b>Misc Excavating</b> Remove Bituminous Pavement - SY	59	20.00	1,180.00
	<b>Misc Excavating</b> Remove Culvert - LS	1	1.00	1.00
	<b>Misc Excavating</b> Common Excavation - CY	38	40.00	1,520.00
	<b>Misc Excavating</b> Cofferdam and Dewatering - LS	1	14,500.00	14,500.00
	<b>Misc Excavating</b> Bypass Pumping - DAY	2	500.00	1,000.00
	<b>Misc Excavating</b> Geotextile Fabric, Type V - SY	66	5.00	330.00
	<b>Misc Excavating</b> Aggregate Base, CL 5 - TON	20	50.00	1,000.00
	<b>Misc Excavating</b> Select Granular Borrow - TON	39	40.00	1,560.00
	<b>Misc Excavating</b> Random Riprap, CL III - TON	10	100.00	1,000.00
	<b>Misc Excavating</b> Topsoil Borrow - CY	5	50.00	250.00
	<b>Misc Excavating</b> 44" Span RC Pipe - Arch Culvert CL IIA - LF	24	685.00	16,440.00
	<b>Misc Excavating</b> 44" Span RC Pipe - Arch Apron - EACH	2	2,500.00	5,000.00
	<b>Misc Excavating</b> Traffic Control - LS	1	500.00	500.00

Payment Methods: Cash, Check or ACH is Preferred.  
 Credit Cards and Venmo (@BeemerCompanies) is available  
 for a fee of 3.5% added to the total invoice amount.  
 Finance Charges applied monthly at 1.5% and \$1 Min.

Any dispute regarding goods or services supplied by Beemer Companies  
 will be litigated in a court and county in which Beemer Companies has a business office.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Misc Excavating</b> Sediment Control Log Type Bioroll - LF	200	3.00	600.00
	<b>Misc Excavating</b> Category 20, Straw Blanket - SY	70	3.00	210.00
	<b>Misc Excavating</b> MNDot Seed Mix 25-142 - LBS	4	10.00	40.00

Thank you for your business, we appreciate it!

SUBTOTAL	50,981.00
TAX	0.00
<b>TOTAL</b>	<b>\$50,981.00</b>

Accepted By

Accepted Date

P.O. 14739

Payment Methods: Cash, Check or ACH is Preferred.  
 Credit Cards and Venmo (@BeemerCompanies) is available  
 for a fee of 3.5% added to the total invoice amount.  
 Finance Charges applied monthly at 1.5% and \$1 Min.

Any dispute regarding goods or services supplied by Beemer Companies  
 will be litigated in a court and county in which Beemer Companies has a business office.



Fairmont City Council  
June 12, 2023

Agenda Item: 9.1

**From:** Tyler Cowing, Civil Engineer  
**To:** Mayor and City Council

**Subject:** Wetland Conservation Act

**Policy/Action Requested:**

**Vote Required:**  Simple Majority       Roll Call

**Recommendation:** Approval

**Overview:** The City of Fairmont is responsible for the implementation and administration of the Wetland Conservation Act (WCA) within the legal boundaries of the city. The Minnesota Board of Water and Soil Resources is requesting an updated resolution designating the decision-making authority to current staff.

**Budget Impact:** None

**Attachments:** Resolution No. 2023-20

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

**RESOLUTION NO. 2023-20**

**A RESOLUTION REGARDING THE ADMINISTRATION OF THE MINNESOTA  
WETLAND CONSERVATION ACT**

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

**WHEREAS**, the City of Fairmont has accepted the authority and administrative responsibility to implement the Wetland Conservation Act (WCA) with the legal boundaries of the City of Fairmont in accordance with Minnesota Rules, Chapter 8420; and,

**WHEREAS**, the City of Fairmont is authorized by the Minnesota Administrative Rules Part 8420.0200, Subpart 2, Item C, to delegate certain functions with regard to implementation of WCA, including the authority to make decision on applications, with its staff.

**NOW THEREFORE BE IT RESOLVED** by the City of Fairmont, that decision-making authority for WCA exemptions, no-loss, wetland boundary and type, sequencing and wetland banking applications is placed with the Engineer or their designee.

Passed by the City Council of Fairmont, Minnesota this 12th day of June 2023.

\_\_\_\_\_  
Lee C. Baarts  
Mayor

ATTEST:

\_\_\_\_\_  
Patricia J. Monsen  
City Clerk



Fairmont City Council  
June 12, 2023

Agenda Item: 9.2

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

**Subject:** Airport Maintenance and Operations Grant SFY 24-25

**Policy/Action Requested:** To approve the Maintenance and Operations Grant for SFY 24-25

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** Approval

**Overview:**

The airport has received grant money from the State of Minnesota Department of Aeronautics for use on maintenance and operations (M&O) expenses for many years. The grants are on a two-year state fiscal cycle. This grant is a 75% match to local funds. The grant amount is \$138,816.00 total, \$69,408 for each state fiscal year 2024 and 2025.

**Budget Impact:** None

**Attachments:** State of Minnesota Airport and Operations Grant Contract  
Resolution 2023-23

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

**STATE OF MINNESOTA**  
**AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

**State Project Number (S.P.):** A4601-MO24  
**State Project Number (S.P.):** A4601-MO25

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Fairmont acting through its City Council (“Recipient”).

**RECITALS**

---

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

**CONTRACT TERMS**

---

**1. Term of Contract and Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2025.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

**2. Recipient’s Duties**

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

### 3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

### 4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

### 5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
  - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
  - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
  - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$69,408.00 in each State fiscal year to reimburse other eligible costs at 75%.
  - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$138,816.00 (State fiscal years 2024 and 2025).
- 5.2. **Payment.**
  - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
    - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
    - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
    - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
    - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.The State may reject costs that the State determines are not eligible maintenance and operations expenses.
  - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.



- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

## 6. Conditions of Payment

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

## 7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator

Address: Office of Aeronautics,  
395 John Ireland Boulevard, Mail Stop 410  
Saint Paul, Minnesota 55155

E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Matt York, Public Works Director

Address: 100 Downtown Plaza, Fairmont, MN 56031

Telephone: 507-238-3942

E-Mail: myork@fairmont.org

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

## 8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract 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 contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.6. **Certification.** By signing this Agreement, the Recipient certifies that it is not suspended or debarred from receiving federal or state awards.

## 9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

## 10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

## 11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

## 12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 13. Governing Law, Jurisdiction and Venue

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

#### 14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

#### 15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or 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 Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract 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 Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

#### 16. Discrimination Prohibited by Minnesota Statutes §181.59

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

#### 17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for

administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.\*

Signed: \_\_\_\_\_

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

SWIFT Contract (SC) ID No. \_\_\_\_\_

Purchase Order (PO) ID No. \_\_\_\_\_

\*PO staged and to be encumbered with future State fiscal year funds.

**RECIPIENT**

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

**RESOLUTION 2023-23**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the City of Fairmont as follows:

1. That the state of Minnesota Contract Number 1053264,  
"Airport Maintenance and Operation Grant Contract," at the  
Fairmont Municipal Airport is accepted.

2. That the Mayor and City Clerk are  
( )  
authorized to execute this Contract and any amendments on behalf of the  
City of Fairmont.

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF MINNESOTA

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

\_\_\_\_\_  
(Name of the Recipient)

at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



Fairmont City Council
June 12, 2023

Agenda Item: 9.3

From: Chief Hunter
To: Mayor and City Council

Subject: School Resource Officer Memorandum of Understanding with Fairmont Area Schools

Policy/Action Requested: Motion to approve the Memorandum of Understanding with Fairmont Area Schools regarding the School Resource Officer Partnership

Vote Required: X Simple Majority Roll Call

Recommendation: Staff recommends approval of SRO MOU with Fairmont Area Schools.

Overview:

The Fairmont Police Department and Fairmont Area Schools have had previous agreements in the form of a Memorandum of Understanding (MOU) regarding the School Resource Officer partnership shared between the City and the School District. Previous MOUs were for three-year periods starting in 2017, and again agreed upon for another three-year partnership in 2020. The most recent MOU has concluded with the end of this school year and a new three-year agreement has been presented to Fairmont Area Schools Administration. This will be presented for consideration and approval by the School Board at the June 13, 2023 Fairmont Area School Board Meeting.

A copy of the MOU for the Council to consider and approve has been included with this agenda item. The format of the MOU is the same as the MOU that was approved in 2020 and had been outlined and reviewed by then City Attorney, Flaherty and Hood. The changes to this proposed MOU for Council consideration is in section 1 titled: "Costs of the SRO Program." The compensation to be paid by Fairmont Area Schools to the City of Fairmont will increase \$2000 per school year over the three years of the MOU. (\$62,000, \$64,000, and \$66,000)

The School Resource Officer program has been a valuable and productive partnership between the Fairmont Police Department and Fairmont Area Schools. We ask that you review the attached MOU and vote to approve this continued partnership.

Budget Impact: Outlined in MOU.

Attachments: Proposed MOU between the City of Fairmont and Fairmont Area Schools.

\*\*\*\*\*

Council Action: Date:

## SCHOOL RESOURCE OFFICER AGREEMENT

---

This Agreement is made, this 23th day of May 2023, by and between the Fairmont Area Schools District 2752 (hereinafter “District”), and the CITY OF FAIRMONT, a Minnesota Municipal Corporation and political subdivision of the State of Minnesota (hereinafter the “City”) (collectively, the “parties”) as follows:

WHEREAS, the District is in need of and desires to receive certain law enforcement services from the Fairmont Police Department (the “Police Department”); and

WHEREAS, the City, through the Police Department, is willing and able to provide certain law enforcement services to the District, specifically a School Resource Officer (“SRO”) Program that provides services to the District primarily at their two sites at Five Lakes Elementary School at 714 Victoria Street Fairmont, MN and Fairmont Junior/Senior High School at 900 Johnson Street, Fairmont, MN; and

WHEREAS, the District and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SRO for the District.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Cost of the SRO Program.**

- A. The cost of the SRO Program shall be paid by parties based upon the following agreement. The District shall pay the City the following amounts per school year listed below. First payment shall be in July and 2nd payment will be made in January of the specified school year. The district shall be billed under this MOU by the City starting in July of 2023.

**2023-2024 School Year: \$62,000** (July 2023: \$31,000 and January 2024 \$31,000)

**2024-2025 School Year: \$64,000** (July 2024: \$32,000 and January 2025 \$32,000)

**2025-2026 School Year: \$66,000** (July 2025: \$33,000 and January 2026 \$33,000)

The City will fund the remainder of the associated yearly costs of the SRO not otherwise specified in this MOU.

2. **Employment of School Resource Officers.**

- A. The SRO will be a Police Department employee who shall be responsible for performing the duties set forth in Section 5 of this Agreement and will be subject to the administration, supervision and control of the Police

Department. The SRO will be a full-time licensed peace officer employed by the Police Department.

- B. The SRO will be for the purposes of this Agreement a Contracted Agent of the District and shall have access to all such information and records deemed necessary for the completion of the SRO's assignment and duties as approved by the District. Such information shall include:
  - i. Any public records maintained by the District to the extent allowed by law.
  - ii. Information in a student's record needed in an emergency to protect the health or safety of the student or other individuals. District officials shall disclose only that information necessary for the SRO to respond to the emergency. Such disclosure shall be done in accordance with the FERPA act.
  - iii. All other confidential information may only be released as allowed by law.
- C. The SRO will be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- D. The Police Department, in its sole discretion, will have the power and authority to hire, discharge, and discipline the SRO.
- E. A joint committee composed of representatives of the Police Department and the District will make recommendations for the SRO position to the Chief of Police who will assign such officer.

### 3. **Duty Hours.**

- A. SRO duty hours will be 0730-1530 for a total of 40 hours, Monday through Friday, during the 174 school scheduled instructional days. Any Police Department approved overtime incurred from school related calls will be paid to the SRO by the Police Department.
- B. It is understood and agreed that time spent by the SRO attending district court, juvenile court, training, and/or criminal cases arising from and/or out of their employment as an SRO will be considered as SRO duty hours worked under this Agreement.
- C. The SRO's primary assignment during SRO duty hours will be to the District. However, the SRO will have discretion to leave the District's facilities to assist other officers for officer safety, to work traffic enforcement applicable to general school traffic safety or in the event of an emergency as needed to protect the community. If ordered by the



Police Department, the SRO will leave the District's facilities during normal duty hours to perform other services for the Police Department as directed by the Police Department when needed on a reasonable basis.

- D. In the event the SRO is unable to meet an assigned duty shift, the SRO will notify his or her supervisor in the Police Department and the designated administrator at the District. For an extended absence, the Police Department will assign another officer to meet the agreed upon schedule. In other instances of absence, a day shift patrol officer will respond to the school on an as needed basis.

#### 4. **Term of Agreement.**

The initial term of this Agreement is three years commencing on the 1st day of July 2023, and ending on the 30th day of June 2026, however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty-days' notice to the other party. Following the initial 3-year term, this agreement will be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This request will be made in writing with a sixty-day notice.

#### 5. **Duties of School Resource Officers.**

The responsibilities of the SRO will include but are not limited to:

- A. Protect the students, staff and public at large against criminal activity and be a visible, active law enforcement figure on the District's facilities to deal with public safety, law enforcement matters and school code violations and to strive to develop a better understanding within the District's facilities of the law enforcement process. Investigate crimes committed on the District campus.
- B. Establish rapport between SRO and student population, parents, faculty, staff, and administrators. To establish rapport, during the duty hours worked by the SRO, the SRO will be visible and available in the District facility's hallways before and after school and between classes, on the playground and during meals. The SRO will build relationships with students and participate in their reward activities.
- C. Meet regularly with District administrators and special education personnel regarding law enforcement procedures and juvenile court procedures, and impart knowledge of families, neighborhoods, individuals, statistics, and trends when requested and in accordance with applicable law.
- D. Confer with District parents, students, neighbors, school personnel and other members of the community regarding pre-delinquent behavior.

- E. Conduct investigations within the District's facilities and the surrounding community, both criminal and otherwise as deemed necessary by the Police Department and District personnel.
- F. Identify problems focused on children by inspecting the District's facilities area, grounds and property, being watchful for loiters and suspicious persons or automobiles, frequently visiting high-delinquency areas for law violators, and observing matters conflicting with the best interests of the District's pupils. The SRO shall share information with the District or appropriate school officials about persons and conditions that pertain to the District school safety concerns, including facilitation of the sharing of information required by Minnesota State Statute regarding school notification forms for certain crimes committed and substance abuse violations.
- G. Take part in District functions and community projects as deemed necessary by mutual agreement between the Police Department and District personnel in order to become acquainted with parents, businesspersons and community leaders and to assist in the social and cultural development of pupils, dropouts and recidivists.
- H. Organize law enforcement or related educational programs within the framework of existing District programs, as subject to approval by District personnel, and provide classroom resources for law enforcement related education using approved materials when requested and feasible.
- I. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- J. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of child protection and substance abuse issues.
- K. To make appearances before the District board, parent groups, teacher groups and other groups associated with the District as a speaker on a variety of requested law enforcement and public safety topics. The SRO may be requested to address the Fairmont Area School Board during the year on the current SRO program and activities.
- L. The SRO shall not have District related disciplinary authority within the District's facilities. In those instances, when appropriate action is necessary to prevent a disruption that would, if ignored, place students, faculty or staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to District school code violations, the SRO will escort the student to the school office for discipline to be meted out by school officials or make the appropriate and timely referral as reasonable.

- M. In the stance of law violations, serve in the normal police officer capacity to protect life, limb, and property; to prevent crime, to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing orient activities toward rehabilitation and correction.
- N. In the course of performing the duties of this Agreement, respond to emergency calls within the Police Department service area when necessary, investigate cases assigned by the Chief of Police, and attend trainings and perform special duties as assigned by the Chief of Police. These responsibilities will require flexibility in the duty hours that the SRO works and require the freedom to leave District's facilities at various times.
- O. SRO will notify school personnel and/or parents of a student when the SRO takes any direct law enforcement action and/or school code action involving a student, on-campus or off-campus during school hours.
- P. It will be the responsibility of the SRO to report all crimes originating on District's facilities like a patrol officer would while working a patrol shift. Reporting to school officials or exceptions will be done within current statute and policy.
- Q. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, and counselors that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- R. The SRO and the District will work in cooperation to evaluate emergency plans and to develop mutually agreed upon strategies to prevent and/or minimize dangerous situations. The SRO will participate and serve as an advisor in lock down drills and other emergency related District drills.
- S. The SRO will coordinate his/her activities with the District principals and staff members and will seek permission, guidance, and advice prior to enacting any programs within the school.
- T. The SRO may be asked to provide community wide or within the District crime prevention presentations or assist as a member of a board or program that may include, but are not limited to:
  - Drugs (Prevention and Education) – Adult and/or Juvenile;
  - Alcohol (Prevention and Education) – Adult and/or Juvenile;
  - Safety programs – Adult and/or Juvenile;
  - Social Media Awareness- Adult and/or Juvenile;
  - Assistance in other crime prevention programs as assigned.
- U. The SRO will assist District staff with truancy visits or District initiated welfare checks if visiting the residence within the City of Fairmont is

deemed unsafe for District staff to go alone, as determined by District staff and/or the SRO on an as needed basis.

- V. The SRO will wear approved Police Department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, at the requests of the school and/or Police Department. The expectation is that the SRO will wear his/her current Police Department uniform and associated equipment as the primary uniform in the capacity of SRO.
- W. The SRO will wear their Police Department authorized duty weapons and duty equipment in accordance with Police Department policy.

**6. Duties of District:**

The responsibilities of the District include but are not limited to:

- A. Provide guidance and assistance to the SRO through District's principal, teachers, administrative staff, other personnel and student body.
- B. The School District will provide the SRO with a private, appropriately furnished and climate controlled office space at the High School that can be secured and is reasonably acceptable to the Police Department. This shall include but is not limited to a desk with drawers, office chair, file cabinet, table and chairs, telephone and computer with internet access.
- C. When District personnel discover weapons, drugs, alcohol, or other illegal contraband on school property, the District will notify the SRO or Police Department as soon as reasonably possible. The contraband will be taken into custody by the SRO or other on duty police officer and handled according to Police Department policy for evidence or disposal.
- D. In case of emergency, if the SRO is not immediately available, the District will call 911 for immediate assistance.
- E. The District will require its principals to coordinate the efforts of the SRO within the District's facilities.
- F. The District will enforce District disciplinary measures.
- G. The District will not request or assign the SRO to duties other than those agreed to under this Agreement.

**7. Chain of Command.**

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In relation to the duties at the District, the SRO will work with the chain of command at the District.

**8. Transportation of Students.**

The SRO shall not transport or escort any student except as follows:

- A. The SRO may transport students when the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
- B. When students are suspended and/or sent home from school pursuant to District disciplinary actions, but only if the student's parent, guardian or custodian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on District grounds is a threat to the safety and welfare of other students and District personnel.
- C. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. In the event the student is being transported for medical emergencies or in the event of an arrest, the SRO may transport the student to the appropriate destination regardless of the presence of the student's parent, guardian or custodian at the destination.
- D. Students shall not be transported in the SRO's personal vehicle. Transportation may only occur in Police Department or other law enforcement vehicles.
- E. The SRO must notify District personnel and the student's parent, guardian or custodian upon removing the student from District grounds.

**9. City of Fairmont Employee.**

The SRO is a City/Police Department employee and shall not be considered an employee of the District for any purpose, including, but not limited to salaries, wages, other compensation or fringe benefits, workers' compensation, unemployment compensation, PERA, FICA, liability insurance, keeping of personnel records, termination of employment, individual contracts or other contractual rights. The District and City/Police Department acknowledge that the SRO shall remain responsive to the chain of command of the Police Department. Consistent with the relationship between the parties, the SRO shall not be represented to the public as an employee of the District by either the City or the District.

10. **Provision, Ownership and Distribution of Property and Equipment.**

The District shall provide the SRO with the property and equipment as described in Section 3B of this Agreement. The City will furnish the SRO a car and other necessary law-enforcement equipment at no expense to the District. Each party hereto shall maintain ownership of all property and equipment provided for and in furtherance of the purpose of this Agreement. At the expiration of the term of this Agreement, any property and equipment so provided shall remain the property of the party supplying or providing the property and equipment.

11. **Dismissal and Replacement of SRO.**

- A. In the event the District feels that the SRO is not effectively performing his/her duties and responsibilities as required by this Agreement, the District shall request a joint meeting with the SRO and the Chief of Police to review the SRO's performance. In the event the SRO's performance issue cannot be resolved, the SRO shall be reassigned by the Chief of Police from the SRO position back to the SRO's regular position with Police Department. The District and Chief of Police will then work together to assign a new police officer who meets the criteria of this Agreement to be the new SRO, with the final assignment decision made by the Chief of Police in his operational judgment and discretion considering the law enforcement needs of the City.
- B. The Chief of Police may reassign the SRO based upon Police Department rules, regulations, and/or general duty manual and when it is in the best interest of the people of the City of Fairmont. The Chief of Police has discretion to make said assignment or reassignment in their managerial discretion.
- C. In the event the SRO is dismissed, retires or resigns from the Police Department, a replacement SRO shall be assigned by the Chief of Police within thirty (30) days of the date of the dismissal, retirement or resignation. Said replacement SRO shall meet the criteria of this Agreement.

12. **Damage to Property or Equipment.**

Each party shall be responsible for damage to or loss of any property or equipment furnished thereby in furtherance of the purpose of this Agreement. Each party waives the right to sue the other party for any damages to or loss of its property or equipment, even if the damages were caused wholly or partially by the negligence of the other party, its officers, agents, or employees. Neither party shall be liable or responsible to the other party for depreciation of any property or equipment.

13. **Indemnification.**

Each party shall be liable for its own acts, and those of its respective officers, agents, and employees, to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other party, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. No party to this Agreement shall be required to pay on behalf of itself and to the other party any amount as indemnification to the party, arising pursuant to this Agreement expressly, by operation of law or otherwise, in excess of the limits of liability applicable to the party required to pay as established in Minnesota Statutes Chapter 466, or in the event that Minnesota Statutes Chapter 466 does not apply, the maximum amount of insurance coverage available to the party required to pay. The limits of liability of all the parties may not be added together to increase the maximum amount of liability for any party. The intent of this section is to limit each party's obligation to indemnify the other party. In those instances, in which a party is directly liable for damages as well as for indemnification to the other party, the combined liability of the party will not exceed the limits of liability under Minnesota Statutes Chapter 466 applicable to the liable party or in the event that Minnesota Statutes Chapter 466 does not apply, the maximum amount of insurance coverage available to the liable party.

14. **Voluntary and Knowing Action.**

The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

15. **Authorized Signatories.**

The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

16. **Governing Law.**

This Agreement shall be deemed to have been made and accepted in Martin County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.

17. **Data Practices.**

The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

18. **No Waiver.**

Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

19. **Amendments.**

This Agreement may not be amended except in writing properly executed by the parties hereto. Except as specifically amended, this Agreement shall remain in full force and effect.

20. **Assignment.**

This Agreement may not be assigned by either party without the written consent of the other party.

21. **Severability.**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability and validity of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

22. **Entire Agreement.**

These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement. The headings to the various sections of this Agreement are solely for the convenience of the parties, are not part of the Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

23. **Survivability.**

All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and District



arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

**24. Execution.**

This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile transmission of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

**City of Fairmont**

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

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

**Fairmont Area School District ISD 2752**

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

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



Fairmont City Council
June 12, 2023

Agenda Item: 9.4

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

Subject: Proposed Financing Structure of the Community Center

Policy/Action Requested: Motion to adopt Resolution Number 2023-21 approving the proposed financing structure of the community center.

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

Recommendation: Adopt Resolution Number 2023-21

Overview:

On May 10, 2023 there was a joint work session on the Community Center with the City Council, FACC Foundation, FACC Advisory Board and the Fairmont Youth Hockey Association to discuss the next steps for constructing a new community center. During this meeting representatives from Taft, the City's bond counsel, presented a memo that they drafted which outlines the framework for financing the community center. At this work session, the FACC Foundation requested that the City Council approve a Resolution that would give preliminary approval of this framework so that the Foundation would be able to begin marketing their new market tax credit financing.

This is just a preliminary agreement which will allow all the parties involved to continue moving forward with the project. There will be additional steps needed and approvals by the Council before any further action is taken.

Budget Impact: NA

Attachments:

- Resolution 2023-21
Proposed financing structure memo

\*\*\*\*\*

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

EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE CITY  
OF FAIRMONT, MINNESOTA

HELD: June 12, 2023

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Fairmont, Martin County, Minnesota, was duly called and held at City Hall in said City, on June 12, 2023, beginning at 5:30 o'clock p.m.

The following members of the Council were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION 2023-21

RESOLUTION GIVING PRELIMINARY APPROVAL TO THE PROPOSED FINANCING  
STRUCTURE OF THE COMMUNITY CENTER

A. WHEREAS, on Wednesday, May 10<sup>th</sup>, the City Council of the City of Fairmont, Minnesota (the "City"), held a Joint Work Session to discuss the proposed New Market Tax Credit ("NMTC") financing structure for the Community Center project, as proposed by the Fairmont Area Community Center Foundation (the "Foundation") and as described in the Memorandum attached hereto as Exhibit A (the "Memo"); and

B. WHEREAS, the City has been requested by the Foundation to adopt a resolution giving preliminary approval to the proposed NMTC financing structure as described in the Memo so that the Foundation can move forward with the marketing and application for allocation of NMTCs, which such allocation of NMTCs occurring fall of this year.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fairmont, that the City Council hereby gives preliminary approval to the proposed NMTC financing structure as described in the Memo. The preliminary approval given is solely for the purpose of marketing and applying for NMTCs by the Foundation. This approval is not, nor should be interpreted as, a final approval of any agreements, details, or any other business terms or conditions, or any obligations, rights, duties, or liabilities of any of the City, the Foundation, or any of the Foundation's related entities, other than those as described generally in the attached Memo.

EXHIBIT A  
MEMORANDUM

The motion for adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

ATTEST:

\_\_\_\_\_  
Lee C. Baarts  
Mayor

\_\_\_\_\_  
Patricia J. Monsen  
City Clerk

STATE OF MINNESOTA  
COUNTY OF MARTIN  
CITY OF FAIRMONT

I, the undersigned, being the duly qualified and acting Clerk of the City of Fairmont, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the preliminary approval of the financing structure for the community center.

WITNESS my hand this \_\_\_\_\_ day of June, 2023.

\_\_\_\_\_  
City Clerk



Fairmont City Council  
June 12, 2023

Agenda Item: 9.5

From: Lee C. Baarts, Mayor  
To: Mayor and City Council

Subject: Flaherty & Hood Communications

**Policy/Action Requested:** Motion to temporarily amend the City Council Rules of Procedure adopted October 24, 2022 to designate Finance Director Paul Hoyer and City Clerk Patricia Monsen to forward questions and concerns to the City Attorney until an Interim City Administrator or City Administrator is hired.

**Vote Required:**  Simple Majority  Roll Call

**Recommendation:** Approval

**Overview:** According to the City Council Rules of Procedure which were adopted on October 24, 2022, section 9(e), the city council are to forward all questions to the city administrator and not directly to the city attorney. The city administrator forwarded questions and concerns to the city attorney. Since the city currently has no city administrator or interim city administrator, Flaherty & Hood wanted clarification as to how items would be sent to the city attorney and a clear procedure as to what work is being authorized.

The Mayor, staff and Attorney Cara Brown from Flaherty & Hood discussed this matter and it is being recommended that a temporary procedure for communications and projects to be sent to the city attorney be approved. It was recommended that the City Council Rules of Procedure adopted October 24, 2022 be temporarily amended to require any questions for the city attorney be forwarded to Finance Director Paul Hoyer and City Clerk Patricia Monsen to be forwarded to the City Attorney. This procedure will be in place until an Interim City Administrator or City Administrator is hired.

**Budget Impact:** None

**Attachments:**

\*\*\*\*\*

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

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