

# FAIRMONT CITY COUNCIL AGENDA

Monday, April 8, 2024, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
  - 4.1 Bolton & Menk presentation on Phase 1 Gomsrud Park Project (03)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (04)
6. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
  - A. **Minutes**
    - 6.A.1 Consideration of approving the City Council Minutes from Regular Meeting on March 25, 2024 (05)
  - B. **Check Registers**
  - C. **Other**
    - 6.C.1 Consideration of an Event Permit for Fairmont Lakes Foundation, Inc., Spring Fishing Tournament, May 18, 2024 (08)
    - 6.C.2 Consideration of an Event Permit for DAV, American Legion & VFW to hold Veterans Serving Veterans Picnic, June 29, 2024 (11)
    - 6.C.3 Consideration of the purchase of a new pickup truck to replace Current Code Enforcement Officer vehicle squad 9 for the Police Department listed on the 2024 CIP (14)
    - 6.C.4 Consideration of the purchase of a playground structure (29)
7. **Public Hearings**
8. **Old Business**

- 9. New Business**
  - 9.1** Consideration of donation for Fairmont Fireworks (37)
  - 9.2** Consideration of awarding the 2024 Sealcoat Projects, 2024-C Improvement Contract (40)
  - 9.3** Consideration of adopting a resolution addressing the loss of a nominee for service on the Charter Commission (42)
- 10. Council Discussion**
- 11. Staff/Liaison Reports**
  - A. Public Works**
  - B. Finance**
  - C. City Administrator**
  - D. Mayor/Council**
    - Hasek – PUC
    - Kawecki –
    - Lubenow - HRA
    - Maynard – FEDA
    - Miller – Visit Fairmont, FEDA
    - Baarts
- 12. Adjournment**



**STAFF MEMO**

<b>Prepared by:</b> Matthew R York, Public Works & Utilities Director	<b>Meeting Date:</b> 04/08/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 4.1
<b>Reviewed by:</b> Interim Administrator	<b>Item:</b> Presentation – Gomsrud Park		
<b>Presented by:</b> Wes Brown – City Engineer, Bolton and Menk	<b>Action Requested:</b> No Action Required		
<b>Vote Required:</b> <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b>  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND**

The City of Fairmont has been working with Bolton and Menk regarding the Gomsrud Park Master Plan. The initial phase of the Channel reconstruction was initiated from December 2023 to February 2024. Currently, that project is about 85% completed.

The Original Phase I of the project is about to be let. This Phase will address the Boat Ramp and the main boater’s parking lot on the North Side of the Shelter House. An additional alternative bid incorporates the walking path around Gomsrud Park.

This presentation aims to reintroduce the project to the City Council. The designs were completed after extensive input from multiple stakeholders.

The presentation is informational. The project will be returned after the bids are opened for final approval by the City Council.

**BUDGET IMPACT**

N/A

**SUPPORTING DATA/ATTACHMENTS**

Additional information will be provided at the meeting.



**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 04/08/2024	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 5
<b>Reviewed by:</b> Interim Administrator	<b>Item:</b> Public Discussion/Comment		
<b>Presented by:</b>	<b>Action Requested:</b>		
<b>Vote Required:</b> <input type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b>  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND** Prior to regular business, is there any public discussion/comment?

**BUDGET IMPACT**

**SUPPORTING DATA/ATTACHMENTS**



**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 04/08/2024	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.A.1
<b>Reviewed by:</b> Jeff O’Neill, Interim Administrator	<b>Item:</b> Consideration of approving the City Council Minutes from Regular Meeting on March 25, 2024		
<b>Presented by:</b> Patricia J. Monsen, CMC City Clerk	<b>Action Requested:</b> Motion to approve the City Council Meeting Minutes from March 25, 2024		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND**

**BUDGET IMPACT**

**SUPPORTING DATA/ATTACHMENTS**

City Council Meeting Minutes Regular Meeting, March 25, 2024

The minutes of the Fairmont City Council meeting held on Monday, March 25, 2024, at the City Hall Council Chambers.

Mayor 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: Interim City Administrator Jeff O'Neill, Finance Director Paul Hoye, Director of Public Works/Utilities Matthew York, City Clerk Patricia J. Monsen, Police Chief Mike Hunter, Airport Manager Lee Steinkamp and City Attorney Cara Brown.

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

No comment was received during open discussion.

Council Member Maynard made a motion to approve the consent agenda. Council Member Miller seconded the motion and the motion carried. Items on the consent agenda were Minutes from the March 11, 2024, city council meeting; Payment of the March 2024 accounts payable; Event Permit for Martin County Veteran's Memorial Dedication Ceremony on May 25, 2024; and purchase of a new asphalt roller.

Council Member Hasek made a motion to approve the purchase of a new airport sewer lift station and force main. Council Member Miller seconded the motion and the motion carried.

Council Member Maynard made a motion to establish a performance-based step system for non-union employees and shift pay scale from a 10-step to an 8-step system for 2025. Council Member Miller seconded the motion and the motion carried.

Council Member Kawecki made a motion to waive the requirement that the City Attorney attend all city council meetings and authorize the City Administrator, at his discretion, to request attendance by the City Attorney. Council Member Lubenow seconded the motion. On roll call: Council Members Kawecki, and Lubenow voted aye. Council Members Hasek, Maynard and Miller voted nay. Mayor Baarts declared said motion failed. Council Member Kawecki made a motion to request an RFP to consider new attorneys. Council Member Lubenow 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.

Council Member Maynard made a motion to adopt a substitute **Resolution 2024-12**, a resolution of the Fairmont City Council submitting names to the Chief Judge of the Fifth Judicial District Court for consideration in making appointments to the City of Fairmont Charter Commission. The substitute resolution was prepared by Council Member Maynard and handed to the council at the meeting. Council Member Hasek seconded the motion. On roll: Council Members Maynard, Miller and Hasek voted aye. Council Members Lubenow and Kawecki voted nay. Mayor Baarts declared said motion passed.

York thanked the Street Department for their work on Saturday and Sunday. The City entered into a new contract with Shamrock Recycling for tree grinding services at the tree dump. The tree dump will be opening to the public on April 1<sup>st</sup>. Soil work was completed at Veterans Park and debris was located 1 ½ feet down. The City is looking at other options for the shelter placement. The City has removed 1,000 trees due to the Emerald Ash borer infestation. The City has approximately 400 trees yet to be removed. The City is recommending that citizens also remove infested trees. City docks will be installed in April.

O'Neill thanked York and Council Member Miller for planning to attend the Lakes Conference in April. He reminded the council of the Local Board of Appeal Hearing scheduled for April 24, 2024, at 9:00 a.m. in the council chambers. The City has received a lot of applications for the HR Director position. Staff has been in contact with the University of Minnesota regarding bee keeping in cities. Arrangements are being made to bring a representative from the U of M to the council meeting to do a presentation. Staff is following the newly adopted cannabis laws and the potential for a city operation. The plat review for the new Justice Center is ongoing.

Council Member Kawecky reported that the library now has a seed library which includes flower and vegetable seeds. They also have new boxes which include figurines and stories. The library will begin closing at 6:00 p.m. on Wednesday nights beginning on April 17<sup>th</sup>, due to being short staffed. The library is hoping to hire two more staff members.

Council Member Lubenow reported that the HRA renewed some Certificates of Deposit for better rates. They also talked about the empty space at Lakeview Methodist Home.

Council Member Maynard reported that the Airport is still waiting for the FAA to close out projects to receive funding. The pavement project will be done sometime in June.

Council Member Miller reported that CER discussed Cardinal Prime, a before and after school program. The program currently has 60 kids enrolled with 40 on a waiting list. The program will continue for the next school year. The Summer brochures are digital and should be out the first of April. Visit Fairmont has a new director. They are working on visitor guides and social media.

Mayor Baarts reminded everyone of the Food Shelf Challenge and encouraged people to participate. The deadline is April 6<sup>th</sup>.

A motion was made by Council Member Maynard, seconded by Council Member Miller and carried to adjourn the meeting at 6:31 p.m.

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Lee C. Baarts, Mayor

ATTEST:

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Patricia J. Monsen, City Clerk



**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 04/08/2024	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.C.1
<b>Reviewed by:</b> Jeff O’Neill, Interim Administrator	<b>Item:</b> Consideration of an Event Permit-Fairmont Lakes Foundation, Spring Fishing Tournament, May 18, 2024		
<b>Presented by:</b> Patricia J. Monsen, CMC City Clerk	<b>Action Requested:</b> Motion to approve the Event Permit for the Fairmont Lakes Foundation to hold a Spring Fishing Tournament on May 18, 2024		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND**

The Fairmont Lakes Foundation has submitted an Event Permit to hold a Spring Fishing Tournament on May 18, 2024. The event will be based at Gomsrud Park.

**BUDGET IMPACT**

N/A

**SUPPORTING DATA/ATTACHMENTS**

Event Permit



# EVENT APPLICATION/PERMIT

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

Date: 3-28-24

Permit Fee: \$15.00

Event: FAIRMONT LAKES FOUNDATION INC.'S SPRING FISHING TOURNAMENT

Sponsoring entity: FAIRMONT LAKES FOUNDATION INC.

Address: 671 SHOREACRES DR, FAIRMONT MN 56031

Maximum estimated number of persons expected to attend at any one time: 100

Event coordinator(s): Jim Utermarck

Contact Info: 507-236-3942 Phone #

jutermarck@gmail.com E-mail

Primary contacts (during event):

Name: Jim Utermarck

Cell#: 736-3942

E-mail: jutermarck@gmail.com

Name: JOHN OMIIG

Cell#: 636-795-7696

E-mail: john-karen@midco.net

Event Start: Day/Date SATURDAY MAY 18<sup>TH</sup> 2024 Time: 6:00am

Event End: Day/Date SATURDAY MAY 18<sup>TH</sup> 2024 Time: 1:00pm

Setup: Day/Date Saturday - 5/18/24 Start time: 6:00am End Time: 7:00am

Teardown: Day/Date Saturday 5/18/24 Start time: 1:00am End Time: 1:30pm

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

THE FAIRMONT LAKES FOUNDATION INC.'S SPRING FISHING TOURNAMENT - TAKE OFF WILL BE AT GONSVEL PARK BUDD LAKE BONT RAMPS -

PARTICIPANTS WILL BE MADE TO PARK IN THE GRAVEL OVERFLOW PARKING LOT TO THE EAST OF THE PAVED PARKING LOT.

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

GONSVEL PARK - BUDD LAKE BONT RAMPS - GRAVEL PARKING LOT TO THE EAST OF PAVED PARKING LOT.

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

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

Signature *[Signature]* Title Board Member FLF Inc. Date 3-28-24

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>3/28/24</u>	Received by: <u><i>[Signature]</i></u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; ____ No	Council Meeting Date: <u>4/8/24</u>	Action:
City Administrator Approval	Yes	No	Date

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



**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 04/08/2024	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.C.2
<b>Reviewed by:</b> Jeff O’Neill, Interim Administrator	<b>Item:</b> Consideration of an Event Permit-DAV, American Legion, VFW, Veteran’s Serving Veterans Picnic, June 29, 2024		
<b>Presented by:</b> Patricia J. Monsen, CMC City Clerk	<b>Action Requested:</b> Motion to approve the Event Permit for the DAV, American Legion, VFW to hold Veteran’s Serving Veterans Picnic on June 29, 2024		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND**

The DAV, American Legion and VRF have submitted an Event Permit to hold the Veteran’s Serving Veterans Picnic on June 29, 2024. The event will be held at Gomsrud Park.

**BUDGET IMPACT**

N/A

**SUPPORTING DATA/ATTACHMENTS**

Event Permit



# EVENT APPLICATION/PERMIT

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

Date: 4/2/24

Permit Fee: \$15.00

Event: Veteran Serving Veterans Picnic

Sponsoring entity: DAV, American Legion, VFW

Address: P.O. Box 654

Maximum estimated number of persons expected to attend at any one time: 350

Event coordinator(s): Woody Woodward, Steve Fosness, Pete Wenger, Mike Chase  
Contact Info: 1907/336-4297 Phone # woodyw@midco.net E-mail

Primary contacts (during event):  
Name: Woody Woodward  
Cell#: 567-236-4297  
E-mail: woodyw@midco.net

Name \_\_\_\_\_  
Cell# \_\_\_\_\_  
E-mail: \_\_\_\_\_

Event Start:	Day/Date	<u>6/29/2024</u>	Time:	<u>11:00 AM</u>
Event End:	Day/Date	<u>6/29/2024</u>	Time:	<u>2:00 PM</u>
Setup:	Day/Date	<u>6/29/2024</u>	Start time:	<u>6:00 AM</u>
Teardown:	Day/Date	<u>6/29/2024</u>	Start time:	<u>2:00 PM</u>
			End Time:	<u>11:00 AM</u>
			End Time:	<u>3:30 PM</u>

1. Type and description of the event and a list of all activities to take place at the event.  
Picnic - Serving Park chairs

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

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

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

Signature Charles Woodward Title Chairman Date 4/2/24

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>4/2/24</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>4/8/24</u>	Action:
City Administrator Approval	Yes	No	Date

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



### STAFF MEMO

<b>Prepared by:</b> Chief Hunter	<b>Meeting Date:</b> 04/08/2024	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.C.3
<b>Reviewed by:</b> Interim Administrator	<b>Item:</b> Consideration of the purchase of a new pickup truck to replace current CSO vehicle Squad 9 for the police department listed in the 2024 CIP.		
<b>Presented by:</b> Chief Hunter	<b>Action Requested:</b> Motion to approve the purchase of the 2025 Ram 1500 Crew Cab Pickup Truck off the state bid as presented and declare current Squad 9, 2013 Ford XL pickup as excess property to be sold or traded.		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

#### PREVIOUS COUNCIL ACTION

n/a

#### REFERENCE AND BACKGROUND

Squad 9 is a black 2013 Ford XL Crew Cab pickup with a 5.0 V8 and approximately 75,000 miles. (VIN# 1FTFW1EF7DKE52405) It is the oldest vehicle in our fleet and is currently operated by the CSO and CSO-Cadet. We have pushed this vehicle back for replacement in our CIP in previous years in favor of other needed department expenses. We have again reviewed other options for a CSO vehicle. We continue to find a need for a full size pickup including towing our Emergency Incident Command Trailer, towing and deployment of the speed trailer, hauling found property and evidence that does not fit in our smaller SUV squad cars, transportation of animals, traffic control, inclement weather response, and other hauling and towing needs. We have researched the three options for a full size pickup truck that has the towing capacity for the Emergency Command Trailer off the state bid. The options presented were a 2025 model year Ram 1500 Crew Cab pickup and a 2024 model year Chevrolet Silverado Crew Cab pickup. The 2025 Ram 1500 is available in the same order window as the 2024 Chevrolet Silverado and is about \$205 cheaper with more options and a higher towing capacity. Ford was unable to provide a vehicle for comparison on state bid.

The Ram 1500 will fit the needs of the Fairmont Police Department. The new vehicle includes a full 3 year/36,000 warranty and a 5 year 50,000 powertrain warranty as opposed to gambling on a used vehicle. The budget information outlined below show the purchase is feasible and within our current available funds in the police department’s 2024 budget.

#### BUDGET IMPACT

1. **\$30,000** in 2024 CIP to replace Squad 9.
2. Trade value of current Squad 9 in Kelly Blue Book at “Good” condition is \$11,900-\$14,600 with an average trade of **\$12,928**. Private Party sale value of \$16,500 in KBB.
3. We have \$4750 per month budgeted for five leased primary marked squad cars. One

squad car was totaled in May of 2023 and is off our monthly lease bill with the insurance pay off and we have been waiting for a replacement since July of 2023. Three other primary squads are at a reduced lease rate of approximately \$170 per month while we are waiting for replacement squads. This gives us a monthly total lease payment for five squads of \$1492 for the first three months of 2024. Because of the reduced lease rate until our four new squads arrive in April or May, we have already **saved \$9774** on our vehicle lease in 2024.

**Budget items 1-3 highlighted above gives us a total of \$52,702** of available funds in our 2024 budget, which is \$3701.00 over the state bid price for the Ram 1500 of \$49,001. Our April lease will likely remain the same while we wait for the four new squads to arrive and we would be at an extra \$6959.00 over the state bid price of the 2025 Ram 1500. The numbers support this to be a feasible purchase within budget.

**SUPPORTING DATA/ATTACHMENTS**

State Bid Build Sheet for 2025 Ram 1500 Crew Cab Pickup: \$49,001.00 as equipped.

State Bid Build Sheet for 2024 Chevrolet Silverado Crew Cab: \$49,207.38 as equipped.

Ford unable to provide State Bid on similar vehicle at this time.



# Purchaser

Contract # 169667, Release # T-642(5)

Allow 16-20 weeks for delivery from order date

Anticipated order cutoff date of TBD

**Dodge of Burnsville**

12101 Hwy 35W South

Todd Prissel

[tprissel@dodgeofburnsville.com](mailto:tprissel@dodgeofburnsville.com)

## 2025 Ram 1500 Tradesman Crew Cab V6 4x4 5-7 Box 23A (DT6L98)

Direct # 952-767-2702

Base Price

\$ 40,544.00

<b>Engine Option</b>			
3.0L I6 Hurricane SO Turbo (Replaces V8)	21A	\$ 2,480.00	\$ 2,480.00
<b>Seat Options</b>			
Cloth Bench Seat/Black (A61 Only)	E1/ -X9	\$ -	\$ -
HD Vinyl 40/20/40 Bench Seat/BI/Diesel Gr	TX/-X8	\$ -	
<b>Functional Packages</b>			
Tradesman Level 1 Equipment Group	A61	\$ 1,560.00	\$ 1,560.00
Sport Appearance Package	AEF	\$ 1,104.00	
Advanced Safety Group	ALP	\$ 1,192.00	
Chrome Appearance Group	AMP	\$ 1,012.00	
Night Edition Package	ASH	\$ 1,836.00	\$ 1,836.00
Towing Technology Group	AAN	\$ 548.00	
Protection Group	ADB	\$ 364.00	
Power Driver Seat Group	AFP	\$ 225.00	
Warlock Package	AGN	\$ 2,756.00	
Trailer Tow Group	AHC	\$ 1,237.00	
Bed Utility Group	ANT	\$ 869.00	\$ 869.00
Off Road Group	AWL	\$ 1,744.00	
<b>Misc Equipment Options</b>			
3.55 Rear Axle Ratio	DMD	\$ 133.00	
3.92 Rear Axle Ratio	DMH	\$ 180.00	
LT275/65R18C OWI On/Off Road Tires	TCP	\$ 225.00	
18x8.0 Cast-Aluminum Painted Wheels	WBB	\$ 640.00	
<b>Additional Features</b>			
Black Vinyl Floor Covering	CKJ	\$ -	
Mopar Front & Rear Rubber Floor Mats	CLF	\$ 197.00	
Tri-Fold Tonneau Cover	CS7	\$ 640.00	\$ 640.00
Anti-Spin Differential Rear Axle	DSA	\$ 456.00	
E-Locker Rear Axle (Only with Hurricane)	DSH	\$ 525.00	
115V Auxiliary Power Outlet	JKV	\$ 235.00	\$ 235.00

Front License Plate Bracket	MDA	\$ -	\$ -
Mopar Black Tubular Side Steps	MRU	\$ 640.00	
330Gallon Fuel Tank	NFF	\$ 409.00	
Engine Block Heater	NHK	\$ 88.00	
Active Driving Assist System	SJJ	\$ 364.00	
On Board Power System 120V 2KW Max	XBH	\$ 916.00	
Mopar Trlr Camera Wiring/No Camera	XFQ	\$ 543.00	
Trailer Brake Control	XHC	\$ 272.00	\$ 272.00
MOPAR Paint Protection Film	XPG	\$ 704.00	
RAM Tow Assist Kit	XWX	\$ 180.00	
<b>Color Options</b>			
<b>Low Vol colors not available with Ram Box</b>			
Billet Silver Metallic Clear Coat	PSC	\$ 272.00	
Bright White Clear Coat	PW7	\$ -	
Delmonico Red Pearl Coat	PRV	\$ 225.00	
Diamond Black Crystal P/C	PXJ	\$ 225.00	\$ 225.00
Flame Red Clear Coat	PR4	\$ -	
Forged Bule Metallis	PCG	\$ 272.00	
Hydro Blue Pearl	PBJ	\$ 225.00	
Steel Storm	PAS	\$ 272.00	
<b>Dealer Options</b>			
Extra OEM Key	EOK	\$ 320.00	\$ 320.00
		Metro Tax	\$ 20.00
<b>Total Delivered Price with options Per Contract</b>			\$ 49,001.00

## Dodge Of Burnsville

Todd Prissel

952-767-2702

[tprissel@dodgeofburnsville.com](mailto:tprissel@dodgeofburnsville.com)

# NORTH COUNTRY GM

Bob O'Hara

218-349-8955

rwohara01@aol.com

Contract 188973



## **2024 CHEVROLET SILVERADO SSV and PPV CREW CAB PICKUP**

note: BASE STARTING PRICE INCLUDES SSV REQ OPTIONS  
\$43,304.00 w/5'8" BOX or \$43,610.30 w/6'6" BOX

**5.3L V8 ECO TEC**

**10 SPEED AUTOMATIC STD**

**220 AMP ALTERNATOR**

**SEVERAL TIRE OPTIONS**

**VINYL SPLIT REAR SEAT AVAILABLE**

**HD VINYL FLOORING STD**

**1502 E HOWARD ST**

**HIBBING, MN 55746**

**218-263-7578**

DEPARTMENT : CITY OF FAIRMONT	ADDRESS:
CONTACT NUMBER:	CITY, ZIP:
EMAIL:	CELL #

**ALL OPTIONS**

	Option Price	VEHICLE SPEC	UNIT 1
<b>CK10543 SILVERADO SSV PICKUP</b> Base Starting Price <b>INCLUDES ALL OPTIONS REQUIRED FOR SSV</b> <b>w/5'8"BOX 147" WB</b>	43,304.00		-
<b>CK10543 SILVERADO SSV PICKUP N/A w/9C1</b> Base Starting Price <b>INCLUDES ALL OPTIONS REQUIRED FOR SSV</b> <b>w/6'6"BOX 157" WB</b>	43,610.30	X	\$43,610.30

**MECHANICAL EQUIPMENT**

<b>5W4</b>	Special Service Package (Deletes (KL9) automatic stop/start.) )ncludes (K47) high-capacity air filter, (KW5) 220-amp alternator, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (5J1) Calibration, keyless remote panic button exterior lights/horn disable, (5J3) Calibration and Surveillance Mode Interior & Exterior Lighting, (6J7) headlamp and taillamp flasher system, (5LO) red/red taillamp flasher calibration and (5J9) red/white taillamp flasher calibration(Requires Crew Cab model, (L84) 5.3L EcoTec3 V8 engine, (QT5) EZ Lift power lock and release tailgate and either (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Not available with (9C1) Police Pursuit Package.	INCL	X	INCL
<b>9C1</b>	<del>Police Pursuit Package Deletes (KL9) automatic stop/start.) )</del> includes (K47) high-capacity air filter, (KW5) 220-amp alternator, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (J55) Heavy Duty Brakes, (PXT) 20" Black painted steel wheels, (RNQ) 20" Black painted steel spare wheel, (QAE) 275/60R20SL all-terrain, blackwall tires, (RMW) 275/60R20 all-terrain, blackwall spare tire, (VZ2) speedometer calibration, (JHD) Hill Descent Control, (5J1) Calibration, keyless remote panic button exterior lights/horn disable, (NZZ) skid plates, (G80) auto-locking differential, (K34) cruise control, (NQH) 2-speed transfer case, (5J3) calibration and surveillance mode interior & exterior lighting, (6J7) headlamp and taillamp flasher system, (5LO) red/red taillamp flasher calibration and (5J9) red/white taillamp flasher calibration(Requires (Z71) Z71 Off-Road Package or (Z7X) Suspension Package. Requires CK10543 4WD Crew Cab Short Bed, (L84) 5.3L EcoTec3 V8 engine and either (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience	3,833.52		-

<b>Z71</b>	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter(Requires Crew Cab or Double Cab 4WD model, (L84) 5.3L EcoTec3 V8 engine, REQ (Z82) Trailering Package and AT or MT tires.Includes Z71 hard badge, (G80) locking differential and (NQH) 2-speed transfer case.Not available with (L3B) TurboMax engine.	809.60	X	\$809.60
<b>Z71</b>	w/9C1 Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter(Requires Crew Cab or Double Cab 4WD model, (L84) 5.3L EcoTec3 V8 engine, REQ (Z82) Trailering Package and AT or MT tires.Includes Z71 hard badge, (G80) locking differential and (NQH) 2-speed transfer case.Not available with (L3B) TurboMax engine.	STD w/9C1	X	STD w/9C1
<b>Z7X</b>	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter(Requires Crew Cab or Double Cab 4WD model, (L84) 5.3L EcoTec3 V8 engine, REQ (Z82) Trailering Package and AT or MT tires	1,056.00		-
<b>ZLQ</b>	WT Fleet Convenience Package includes (K34) cruise control and (DLF) power mirrors(Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.	INCL	X	INCL
<b>L84</b>	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency(Requires (G80) auto-locking differential	INCL	X	INCL
<b>M12</b>	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking(Included and only available with (9C1) Police Pursuit Package.	INCL	X	INCL
<b>Z82</b>	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance(With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential.	374.00	X	\$374.00
	<b>Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown</b>	INCL	X	INCL
	<i>protection and retained accessory power (Included and only available with (L82) 5.3L EcoTec3 V8 engine.)</i>			

<b>BAQ</b>	Work Truck Package Includes (NZZ) skid plates and (K47) heavy-duty air filter(Requires (QDV) 265/70R17 blackwall all-terrain tires or (RC5) LT265/70R17C all-terrain tires. Not available with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	154.00		-
<b>K47</b>	Air cleaner, high-capacity (Included and only available with (BAQ) Work Truck Package, (Z71) Off-Road Package, (VYU) Snow Plow Prep Package or (5W4) Special Service Package on	INCL	X	INCL
<b>AMF</b>	Remote Keyless Entry Package Includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. <i>Alternator, 220 amps (Included with (5W4) Special Services Package</i>	66.00 INCL	 X	\$66.00 INCL
<b>5J1</b>	<u>Calibration, keyless remote panic button exterior lights/horn disable (Requires C*10*43 model and INCLUDED and only available with (5W4) Special Service Vehicle.)</u>	INCL	X	INCL
<b>5J3</b>	<u>Calibration, Surveillance Mode Interior &amp; Exterior Lighting Calibration to disable interior &amp; exterior automatic lighting. Feature is activated by adding wire connection to the BCM by customer/upfitter. (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle.)</u>	INCL INCL	X X	INCL INCL
<b>AQQ</b>	Remote Keyless Entry, with 2 transmitters (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	INCL	X	INCL
<b>K34</b>	<u>Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)</u>	INCL	X	INCL
<b>KJ4</b>	<u>Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)</u>	INC	X	INC
	<u>Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet)</u>	INCL	X	INCL

	(Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (5W4) Special Service Package.)			-
	<b>ADDITIONAL EQUIPMENT - EXTERIOR</b>			
<b>DLF</b>	Mirrors, outside heated power-adjustable (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	INCL	X	INCL
<b>DPO</b>	Mirrors, outside power-adjustable vertical trailinging with heated upper glass, lower convex mirrors, integrated turn signals, clearance lamps and auxiliary lighting; manual folding/extending(Requires (PCV) WT Convenience Package, (ZLQ) WT Fleet Convenience Package or (PEB) WT Value Package and either (Z82) Trailinging Package or (ZW9) pickup bed delete.Includes (DD8) auto-dimming inside rearview mirror.)	431.20		-
<b>QT5</b>	Tailgate, gate function manual with EZ Lift, includes power lock and release (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	132.00	X	\$132.00
<b>QK2</b>	Tailgate, Multi-Flex with six functional load/access features, NOTE: Auto release can be disabled if ball hitch is installed. See Owner's manual for details(Requires (QT5) EZ Lift power lock and release tailgate.	552.00		-
	<b>PREFERRED EQUIPMENT GROUP</b>			-
	<b>1WT Work Truck Preferred Equipment Group includes standard equipment</b>			
	<b>SEAT TYPE</b>			
<b>A52</b>	Seats, front 40/20/40 split-bench (STD) \$0.00	INCL	X	INCL
	<b>GVWR</b>			
<b>C5Y</b>	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L82) 5.3L EcoTec3 V8 engine)	STD	X	STD
<b>G7C</b>	Red Hot	N/C		-
<b>G6M</b>	Dark Ash Metallic	N/C		-
<b>GXD</b>	Sterling Gray Metallic	N/C		-

<b>GXP</b>	Lakeshore Blue Met	N/C		-
<b>GMO</b>	Slate Gray Metallic	N/C		-
<b>GAZ</b>	Summit White	N/C		-
<b>GBA</b>	Black	N/C	X	N/C
	<b>AXLE</b>			
<b>GU5</b>	3.23 Axle Ratio	STD	X	STD
	<b>SEAT TRIM</b>			
<b>H2G</b>	Jet Black, Vinyl seat trim	N/C		-
<b>H1T</b>	Jet Black, Cloth seat trim	N/C		-
<b>H0U</b>	Jet Black Cloth seat with Power Drivers Seat (incl A2X)	255.20	x	\$255.20
<b>ST5</b>	Cloth Front seats and Vinyl Rear Seat Trim	N/C	x	N/C
	<b>RADIO</b>			
<b>I0R</b>	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo.			
	Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	STD	X	STD
	<b>TIRES</b>			
<b>PXT</b>	Tires, 265/70R17 all-terrain, blackwall (REQ w/5W4)	176.00		-
<b>RC5</b>	Tires, LT265/70R17C all-terrain, blackwall	347.60	X	\$347.60
<b>R30</b>	Tires, LT275/65R18C blackwall Goodyear Wrangler DuraTrac MT (Requires Crew Cab or Double Cab, (L84) 5.3L EcoTec3 V8 engine, (Z71) Z71 Off-Road Package and (RCV) 18" Bright Silver painted aluminum wheels.)	435.60		-
	<b>WHEELS and TIRES</b>			
<b>RD6</b>	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	STD	X	STD
<b>RCV</b>	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (Requires Crew Cab or Double Cab model, (L84) 5.3L EcoTec3 V8 engine, (Z71) Z71 Off-Road Package and (R30) LT275/65R18 Goodyear Wrangler DuraTrac tires.)	572.00		\$572.00

<b>PXT</b>	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Black painted steel (Included and only available with (9C1) Police Pursuit Package.)	STD w/9C1		-
<b>QAE</b>	Tires, 275/60R20SL all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.)	STD w/9C1		-
	<i>OTHER OPTIONS</i>			
<b>VPB</b>	Tonneau Cover Rollup soft cover	660.00		\$660.00
<b>VXH</b>	Assist Steps Chromed 6" Rectangular	799.00		-
<b>RVQ</b>	Black tubular assist steps, 6" rectangular	699.00		\$699.00
<b>CGN</b>	Spray bedliner	479.60	X	\$479.60
<b>UF2</b>	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob	110.00		\$110.00
<b>9L7</b>	5 Upfitter Switches	132.00		-
<b>G80</b>	Locking Rear Axle Incl W/Z71	STD w/Z71	X	STD w/Z71
<b>JL1</b>	Brake Controller	242.00	X	\$242.00
<b>NZZ</b>	Skid Plates INCL w/ Z71	132.00		-
<b>V46</b>	Chrome Bumper Pkg	176.00		-
<b>AK0</b>	Deep Tinted Rear Glass	176.00	X	\$176.00
<b>UTQ</b>	Alarm, Horn Content Theft Deterrent, Disabled Calibration disables the horn for the theft deterrent alarm(Requires C*10*43 model and (5W4) Special Service Vehicle or (9C1) Police Pursuit Package..)	66.00		-
<b>C49</b>	Rear Window Defogger	206.80	X	\$206.80
<b>K05</b>	Block Heater	88.00	X	
<b>6J3</b>	Wiring, Provisions for grille lamps and siren speakers (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru.)	182.16	X	\$182.16
<b>6J4</b>	Wiring, Horn and siren circuit (Requires (5W4) Special Services Package or (9C1) Police Pursuit Package, Silao Production and (GEZ) Kerr Industries ship thru.)	92.40	X	\$92.40
<b>7X3</b>	Spotlamps, Left-hand pillar mounted, LED (Late availability. Requires (5W4) Special Services Package, Silao Production and (GEZ) Kerr Industries ship thru.	897.60		-
<b>7X2</b>	Spotlamps. Left and RH pillar mounter LED	1,638.00		-
<b>7X8</b>	Spotlamps, Left-hand pillar mounted, Halogen (Late availability. Requires (5W4) Special Services Package,	660.00		-
<b>"6E2</b>	Key, common. (Requires C*10*43 model, (5W4) Special Service Vehicle	44.00	X	\$44.00
<b>"6E8</b>	Key, common. (Requires C*10*43 model, (5W4) Special Service Vehicle	44.00		
<b>9G8</b>	Headlamps, daytime running lamps and automatic headlamp control delete	44.00	X	\$44.00



# 1 Your Options

Instant Cash Offer

Trade-in

**Private Party**

Donate Your Car

 Save this car

Private Party Range  
**\$14,634 - \$18,411**  
Private Party Value  
**\$16,523**



 Important info & definitions

Value valid as of **03/26/2024**

### Factors That Impact Value

Check that yours are correct below.

Mileage: **75,000** 

ZIP Code: **56031** 

Condition  
Good 

**Edit Options**

## PRIVATE SELLER Exchange



Reach millions of buyers on Autotrader and KBB.com



Free vehicle history report



Secure transactions and financing



Verified buyers and sellers

Verified buyers get a clean title every time. Verified sellers get secure payment.

Autotrader 

 Kelley Blue Book

**Sell My Car**

# 1 Your Options

Instant Cash Offer

**Trade-in**

Private Party

Donate Your Car

 Save this car

Trade-in Range  
**\$11,578 - \$14,277**  
Trade-in Value  
**\$12,928**



 Important info & definitions

Value valid as of **03/26/2024**

### Factors That Impact Value

Check that yours are correct below.

Mileage: **75,000** 

ZIP Code: **56031** 

Condition  
Good 

**Edit Options**



## Instant Cash Offer

**Instant Cash Offer Advantages** 

- Get your Instant Cash Offer online
- Redeem it at a Participating Dealer
- Get cash for your car or trade it in today

**Get Offer**



**STAFF MEMO**

<b>Prepared by:</b> Nick Lardy, Street/Parks Superintendent	<b>Meeting Date:</b> April 08, 2024	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.C.4
<b>Reviewed by:</b> Interim Administrator	<b>Item:</b> Consideration of the purchase of a playground structure		
<b>Presented by:</b>	<b>Action Requested:</b> Motion to approve the purchase of a new playground structure for Eastside Park.		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

**REFERENCE AND BACKGROUND**

See photo for reference.

Eastside Park is located at 1310 Budd Street. The playground equipment is very old and does not conform to ASTM playground standards. The 2 slides do not have a conforming platform transition area on top of the steps to the slide. Also, they do not have a cross bar at the top to prevent falls forward. The merry-go-round is very old also and is not equipped with a governor to prevent overspeed situations. The swings conform to standards and will not be removed. City staff will perform the removal of the old equipment and installation of the new equipment. The old equipment will be destroyed and sent to a recycler.

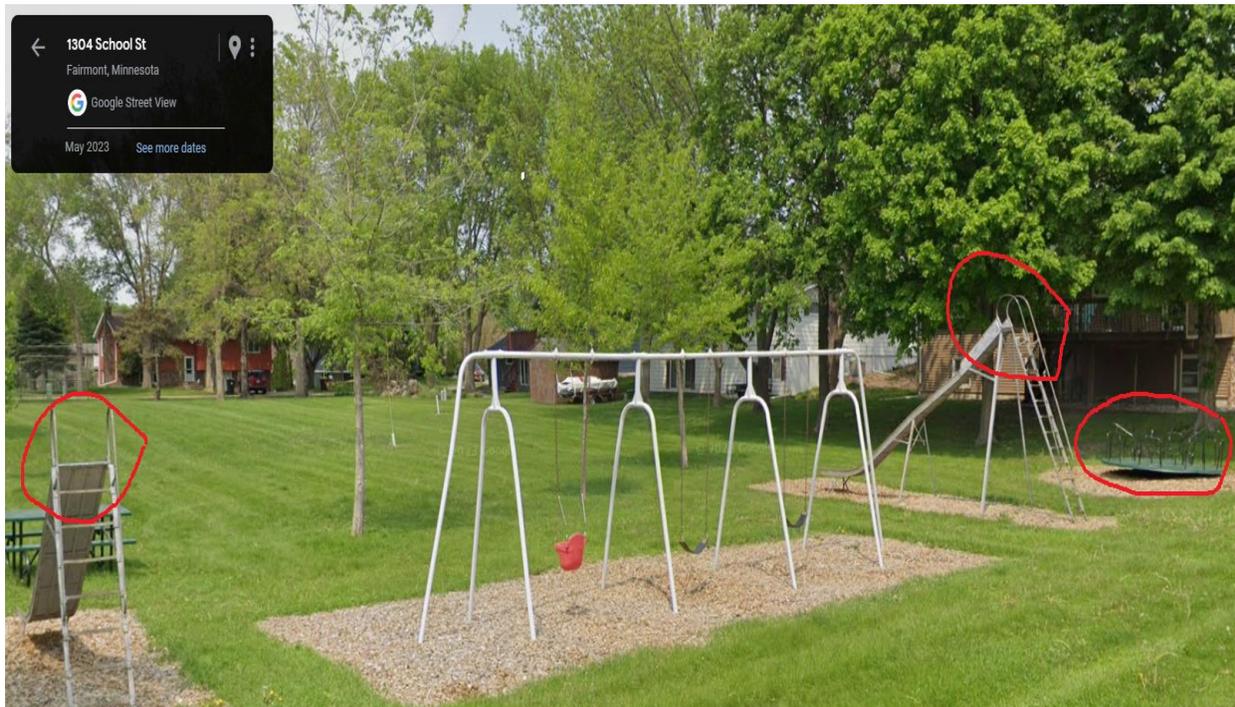
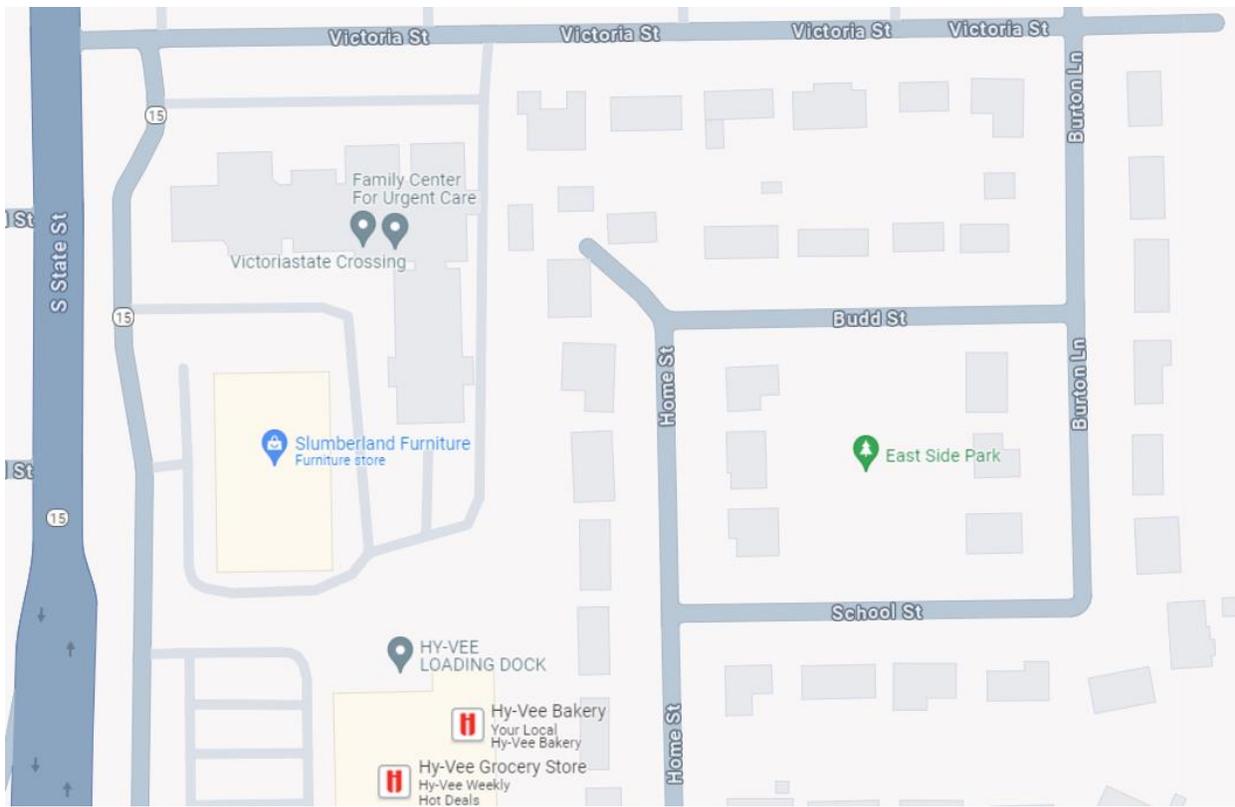
Please note: The pricing is from MN State contract - MWP 218093.

**BUDGET IMPACT**

The park department has \$25,000 in the 2024 CIP. The \$512.75 will be funded from reserves.

**SUPPORTING DATA/ATTACHMENTS**

PO# 15051 to MWP Recreation in the amount of \$25,512.75 and quote 104692-01-05 dated Feb 21, 2024





MWP Recreation  
 5101 Highway 55, Suite 6000 Golden Valley, Minnesota 55422  
 Ph. 800-622-5425 | 763-546-7787 Fax 763-546-5050 | dan@mnwplay.com

02/21/2024  
 Quote #  
 104692-01-05

CONSULTANT: DAN LANES

## City of Fairmont - Eastside Park - Blout Springs

City of Fairmont  
 Attn: Nick Lardy  
 100 Downtown Plz  
 Fairmont, MN 56031  
 Phone: 507-235-9330  
 Fax: 507-238-1222  
 nlardy@fairmont.org

Ship to Zip 56031

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PT24001 Blout Springs	\$35,115.00	\$35,115.00
1	178749	GameTime - Owner's Kit	\$89.00	\$89.00
			<b>Sub Total</b>	\$35,204.00
			<b>Discount</b>	(\$12,290.25)
			<b>Freight</b>	\$2,599.00
			<b>Total</b>	<b>\$25,512.75</b>

This quotation is subject to current MWP Recreation (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by MWP will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, MWP Recreation (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

This quotation is subject to policies in the current GameTime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, c/o MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and GameTime, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by GameTime will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.





MWP Recreation  
 5101 Highway 55, Suite 6000 Golden Valley, Minnesota 55422  
 Ph. 800-622-5425 | 763-546-7787 Fax 763-546-5050 | dan@mnwplay.com

02/21/2024  
 Quote #  
 104692-01-05

CONSULTANT: DAN LANES

## City of Fairmont - Eastside Park - Blout Springs

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

GameTime Standard Product Shipment: order shall ship within eight to ten weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Receipt of anything other than what is stated herein will not constitute an order and therefore no materials will be placed into production nor installation, if required, will be scheduled.

Freight charges: Prepaid & added

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

**Order Information:**

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_

Company: \_\_\_\_\_ Project Name: \_\_\_\_\_

Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Tel: \_\_\_\_\_ Tel: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

**Acceptance of quotation:**

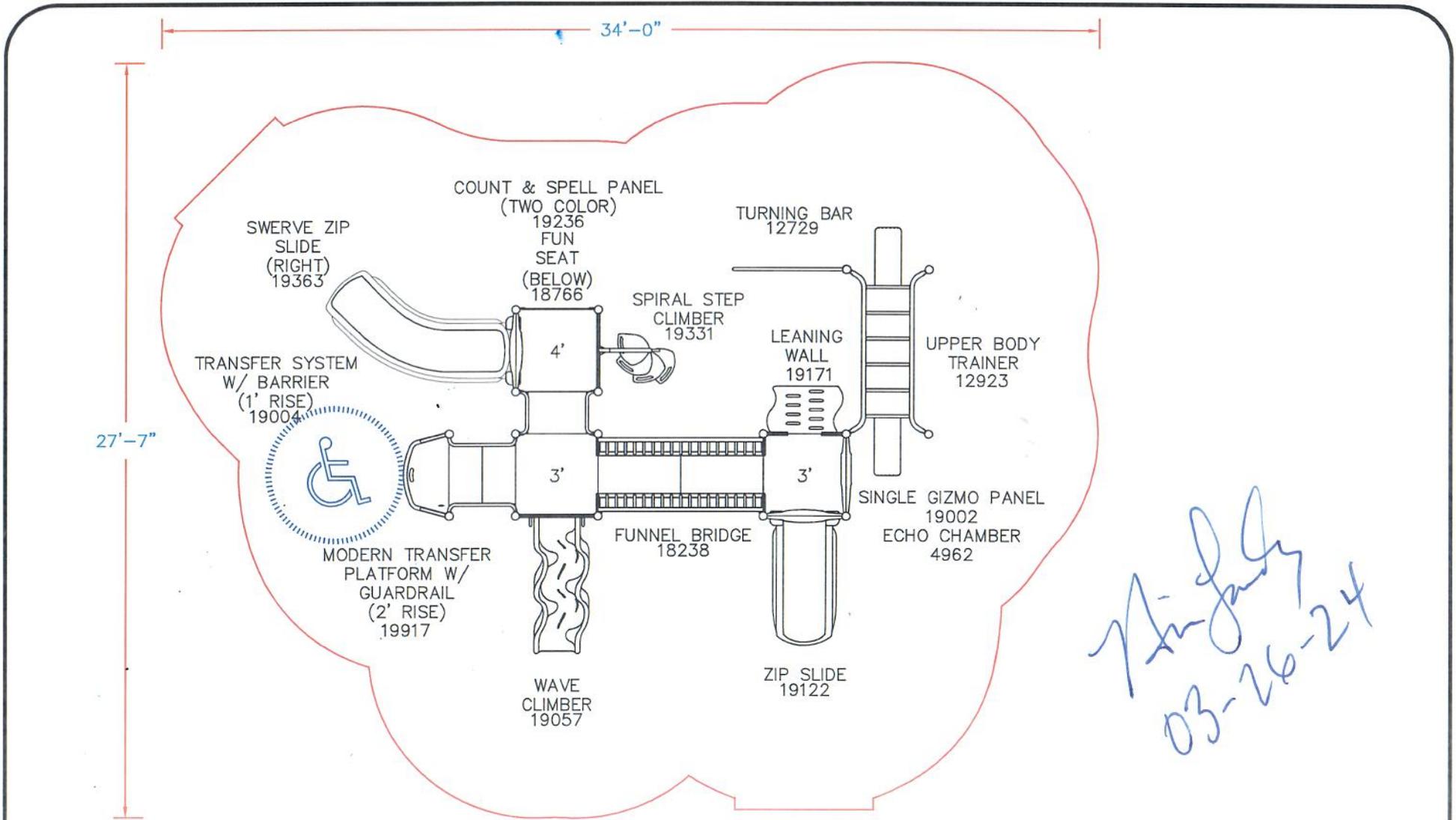
Accepted By (printed): \_\_\_\_\_ P.O. No: 15051

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

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

Facsimile: \_\_\_\_\_ Purchase Amount: **\$25,512.75**





*Handwritten signature and date:*  
 03-26-24

This unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)	Total Elevated Play Components	7		
	Total Elevated Play Components Accessible By Ramp	0	Required	0
	Total Elevated Components Accessible By Transfer	7	Required	3
	Total Accessible Ground Level Components Shown	3	Required	3
	Total Different Types Of Ground Level Components	3	Required	3

**GameTime**  
 A PLAYCORE Company  
 150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com



PT24001  
**BLOUT SPRINGS**  
 Representative \_\_\_\_\_

This play equipment is recommended for children ages  
**2-5**

Minimum Area Required:  
 Scale: 1" = 5'-0"  
 This drawing can be scaled only when in an 8 1/2" x 11" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: SLB  
 Date: 9/27/2023  
 Drawing Name: \_\_\_\_\_



## Blout Springs

Blout Springs is an exciting PrimeTime play system designed for children ages 2-5. This unit features our Upper Body Trainer to promote active play. The structure also incorporates two slides for additional play value. The Gizmo and Count and Spell Panel add a charming sensory play element, making Blout Springs an irresistible playground destination for kids.

Colors : Jovian

Amulya 03-26-24

## FEATURES AND BENEFITS:

- Designed to be more compact in comparison to other product lines to lower cost
- Utilizes our patented TruLoc® DirectBolt connections to assure fast and easy installation
- Promotes balance and coordination development
- Preferred choice for many schools and daycares

## SPECIFICATIONS

Model PT24001

Number:

Fall Height: 4' (1.22 m)

Use Zone: 34'-0" x 27'-7"  
(10.36m x 8.41m)

Age Group: 2 to 5 Years

GameTime offers a limited lifetime warranty on uprights, hardware, and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information.



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

<b>GL ACCOUNT NO.</b>  405-42500-58000	<b>PURCHASE ORDER NO. / WORK ORDER NO.</b>  15051
<b>VENDOR:</b> MWP RECREATION 5101 HWY 55 SUITE 600 GOLDEN VALLEY MN 55422	<b>SHIP TO:</b> CITY OF FAIRMONT ATTN: NICK LARDY 801 E MARGARET ST FAIRMONT MN 56031 507-236-4946

<b>DATE ORDERED:</b> 3/26/24	<b>DATE REQUIRED:</b>
------------------------------	-----------------------

QUANTITY	STOCK #	DESCRIPTION	PRICE	AMOUNT
		AS PER YOUR ATTACHED QUOTE 104692-05 DATED 02/21/2024 PLEASE PROVIDE THE PLAYGROUND STRUCTURE AS DESCRIBED		
1	RDU	GAMETIME PT24001 BLOUT SPRINGS *JOVIAL*		\$35,115.00
1	178749	GAMETIME OWNERS KIT		\$89.00
		SUB TOTAL		\$35,204.00
		DISCOUNT		-\$12,290.25
		FREIGHT		\$2,599.00
		TOTAL		\$25,512.75
		MINNESOTA STATE CONTRACT 218093 WAS USED FOR PRICING		

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**



**STAFF MEMO**

<b>Prepared by:</b> Patricia J. Monsen, CMC City Clerk	<b>Meeting Date:</b> 04/08/2024	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 9.1
<b>Reviewed by:</b> Jeff O’Neill, Interim Administrator	<b>Item:</b> Consideration of donating to the Fairmont Fireworks		
<b>Presented by:</b> Jeff O’Neill, Interim Administrator	<b>Action Requested:</b> Motion to approve a donation of \$_____ to Light, Noise & Smoke (Fairmont Fireworks)		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b>  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

The City usually donates \$1,500 to Light, Noise & Smoke for the Fairmont Fireworks.

**REFERENCE AND BACKGROUND**

Light, Noise & Smoke (Fairmont Fireworks) is requesting a donation of \$10,000 to the Fairmont Fireworks.

**BUDGET IMPACT**

There is \$1,500 included in the 2024 budget for this donation. Anything over this amount would need to come out of general fund reserves.

**SUPPORTING DATA/ATTACHMENTS**

Letter from Fairmont Fireworks Committee

Sam Cress, Cade Hartwig, Tim Miller  
Fireworks Committee  
Light, Noise & Smoke (Fairmont Fireworks)

Fairmont City Council  
Fairmont Mayor  
100 Downtown Plaza  
Fairmont MN 56031

Subject: Request for increased support for the Fairmont Fireworks

Dear Fairmont City Council

We are writing to request your support for our organization, Light Noise & Smoke which is responsible for fundraising and organizing our community's annual 4th of July fireworks celebration.

These displays have become a cherished tradition, eagerly anticipated by residents of all ages. However, we are currently facing financial challenges that put the future of our fireworks displays at risk. In the last 5 years our average cost has been \$25,000 and in the last 3 years that amount has provided less and less shells due to inflation and increased shipping costs.

To ensure that our community continues to enjoy these memorable experiences, we are seeking an increased financial assistance from the City Council. We humbly request a contribution of \$10,000 annually to help cover the costs associated with organizing and executing the fireworks display. This funding along side donations from the community and local business's will help maintain and grow our fundraising efforts so that in the future we may be able to become financially independent, and still be able to provide an memorable annual display.

By supporting our organization, the City Council will not only help preserve a beloved tradition but also contribute to the overall well-being and happiness of our community. The fireworks display bring families and friends together, boost local businesses, and foster a sense of pride and unity among residents.

We understand that the City Council has a set budget for the 2024 donation of \$1500. If there is not a way to provide the additional funds for the 2024 display. Please consider the requested amount for the 2025 budget cycle.

Thank you for your time, consideration, and ongoing support to our organization. We are grateful for any support you can provide. Together, we can ensure that future generations will enjoy the magic and beauty of fireworks.

Sincerely, The Light, Noise & Smoke Fireworks Committee  
Sam Cress, Cade Hartwig, Tim Miller.

Contact information  
fairmontfireworks@gmail.com



**STAFF MEMO**

<b>Prepared by:</b> Tyler Cowing, Civil Engineer	<b>Meeting Date:</b> 4/8/2024	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 9.2
<b>Reviewed by:</b> Jeff O’Neill, Interim Administrator	<b>Item:</b> Consideration Awarding the 2024 Sealcoat Projects, 2024-C Improvement Contract		
<b>Presented by:</b> Tyler Cowing, Civil Engineer	<b>Action Requested:</b> Motion to award 2024 Sealcoat Projects, 2024-C Improvement Contract to low bidder Pearson Bros., Inc. of Hanover, MN		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

**PREVIOUS COUNCIL ACTION**

At the February 12<sup>th</sup> city council meeting a motion to approve the ordering of the preparation of plans and advertising of bids for the 2024 Improvement Program was made. The 2024 Sealcoat Projects were part of this improvement program.

**REFERENCE AND BACKGROUND**

A bid opening for the 2024 Sealcoat Projects was held on Tuesday, March 19<sup>th</sup> at 1:00 p.m. The city received six bids with Pearson Bros, Inc. being the low bidder at \$138,264.80. The engineer’s estimate was \$130,812.06. Staff is recommending awarding the bid to Pearson Bros, Inc.

**BUDGET IMPACT**

The sealcoat projects were included in the 2024 Street Improvement Program budget and will be spread across improvement program bonds and street assessments.

**SUPPORTING DATA/ATTACHMENTS**

Resolution 2024-14

**RESOLUTION 2024-14**

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

**RESOLUTION ACCEPTING BID**

**2024 SEAL COAT PROJECTS – IMPROVEMENT CONTRACT 2024-C  
CITY OF FAIRMONT, MINNESOTA**

WHEREAS, pursuant to an advertisement for bids for the 2024 Seal Coat Projects, bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

<u><b>BIDDER</b></u>	<u><b>AMOUNT OF BID</b></u>
Pearson Bros, Inc: Hanover, MN	\$138,264.80
M.R. Paving & Excavating, Inc.: New Ulm, MN	\$151,517.77
Asphalt Surface Technologies: St. Cloud, MN	\$152,746.55
Allied Blacktop Company: Maple Grove, MN	\$183,947.02
Morris Sealcoat & Trucking: Morris, MN	\$192,193.09
Beck Excavating, Inc.: Spirit Lake, IA	\$208,964.90

WHEREAS, it appears that Pearson Bros, Inc. of Hanover, Minnesota is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRMONT, MINNESOTA:

1. The Mayor and Clerk are hereby authorized and directed to enter into the contract for the 2024 Seal Coat Projects – Improvement Contract 2024-C with Pearson Bros, Inc. of Hanover, Minnesota in the name of the City of Fairmont, for the improvements according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk at a cost of \$138,264.80.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

ADOPTED by the City Council this 8<sup>th</sup> day of April 2024.

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

ATTEST:

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



### STAFF MEMO

<b>Prepared by:</b> Jeff O’Neill, Interim City Administrator	<b>Meeting Date:</b> 04/08/2024	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 9.3
<b>Reviewed by:</b> Jeff O’Neill, Interim City Administrator	<b>Item:</b> Consideration of adopting a resolution addressing the loss of a nominee for service on the Charter Commission		
<b>Presented by:</b> Jeff O’Neill, Interim City Administrator	<b>Action Requested:</b> Motion addressing loss of Charter Commission nominee		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b>  <b>Board/Commission/Committee Recommendation:</b>		

#### PREVIOUS COUNCIL ACTION

At the previous City Council meeting, the City Council was presented with a draft resolution to the judge identifying 10 names to pick from for the 8 positions available. City Council passed a resolution recommending reduction of size of the Charter Commission from 15 to 13 and identified, a slate of 6 individuals to fill the available terms on a 13-member board.

#### REFERENCE AND BACKGROUND

We heard the sad news that Ken Reiman passed away on April 2nd. Ken was one of the 6 individuals recommended for service on the Charter Commission. As a consequence, the number of nominees recommended by the Council is one short of the 13-member board.

The following are two possible but not all-inclusive alternatives for addressing the situation for discussion and action at the meeting on Monday.

1. Motion to supersede the previous resolution and to:
  - a. Approve resolution with five nominees and changing the total Commission number to 12 nominees; or
  - b. Approve resolution with six nominees and changing the total Commission number to 13 nominees.

If the Council selects 1.b option, the Council will need to also recommend an additional applicant to include on the nomination list to submit to the Chief Judge.

Eligible candidates could include names of applicants submitted to the City Council on 3/25 or could include other names of individuals that Council may wish to consider. The 3/25 candidates available for filling the spot include Terry Anderson, Chuck

Omvig, John Omvig and Dale Martens

In my opinion, 1a is problematic because there are four capable candidates and perhaps others in the community to fill the 13<sup>th</sup> spot. Setting the total membership total based on the number of preferred candidates, when applicants are available and interested in serving is not a good precedent for the future. It would be my concern that this approach toward managing Charter Commission composition would undermine its credibility as a citizens group functioning for the purpose of establishing community standards under which the City Council operates.

**BUDGET IMPACT**

**SUPPORTING DATA/ATTACHMENTS**

Resolution 2024-15

**RESOLUTION NO. 2024-15**

**RESOLUTION OF THE FAIRMONT CITY COUNCIL REQUESTING THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRICT COURT TO APPOINT MEMBERS TO THE CITY OF FAIRMONT CHARTER COMMISSION**

WHEREAS, the City of Fairmont (City) is a Home Rule Charter City; and

WHEREAS, the members of the City of Fairmont Charter Commission (Commission) are appointed by the Chief Judge for the district court of the judicial district in which the City is situated, which is the Fifth Judicial District, pursuant to Minn. Stat. § 410.05; and

WHEREAS, the terms of eight Commission members expired on March 16, 2024; and

WHEREAS, on March 25, 2024, the City Council passed Resolution No. 2024-12 nominating a list of individuals to the Commission to be submitted to the Chief Judge for the District Court for appointment but the list of eligible nominees is no longer accurate; and

WHEREAS, the City's administrative staff is aware that of the eight members whose terms expired on March 16, 2024, six remain qualified voters of the City and are interested in being reappointed to a new four-year term on the Commission; and

WHEREAS, the City's administrative staff is aware that one individual who is not currently on the Commission, and who is a qualified voter of the City has been appointed as an alternate by Order dated March 14, 2022 and signed by the Honorable Gregory Anderson, Chief Judge of the Fifth Judicial District; and

WHEREAS, the City's administrative staff is further aware that an individual who is not currently on the Commission and who is a qualified voter of the City is interested in being appointed to a four-year term on the Commission and

WHEREAS, Minn. Stat. § 410.05, subd. 1 provides that "(t)he commission shall be composed of not less than seven nor more than 15 members, each of whom shall be a qualified voter of the city"; and

WHEREAS, Minn. Stat. § 410.05, subd. 1 provides that the "size of the commission shall be determined within the above limits by the court, except that that where the commission is appointed pursuant to a . . . resolution of the governing body of the city, the size of the commission shall be as specified in such . . . resolution"; and

WHEREAS, Minn. Stat. § 410.05, subd. 2 provides that "(u)pon the expiration of each term, the chief judge shall appoint new commission members"; and

WHEREAS, Minn. Stat. § 410.05, subd. 3 provides that a "city council . . . may submit to the court the names of eligible nominees which the district court may consider in making appointments to the charter commission."

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

1. The City Council of the City of Fairmont declares that this Resolution supersedes Resolution No. 2024-12 in its entirety.

2. The City Council of the City of Fairmont nominates the \_\_\_ individuals on the list appended hereto as Appendix A to four-year terms on the Commission in accordance with the provisions of Minn. Stat. § 410.05, subd. 3.

3. The City Council of the City of Fairmont respectfully requests that the Chief Judge of the Fifth Judicial District appoint the \_\_\_ individuals on the list appended hereto as Appendix A to four-year terms on the Commission in accordance with the provisions of Minn. Stat. § 410.05, subd. 2.

4. The City Council of the City of Fairmont hereby changes the size of the Commission to \_\_\_ members and respectfully requests that the Chief Judge of the Fifth Judicial District set the size of the commission at \_\_\_ members in accordance with the provisions of Minn. Stat. § 410.05, subd. 1.

ADOPTED by the City Council this 8th day of April 2024.

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

ATTEST:

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

(SEAL)

**APPENDIX A  
TO RESOLUTION 2024-15**

**LIST OF NOMINEES FOR THE  
FAIRMONT CHARTER COMMISSION**

ADDITION TO THE AGENDA, ITEM 9.4

HANDOUT BY BOLTON & MENK DURING AGENDA  
ITEM 4.1 BOLTON & MENK PRESENTATION ON  
PHASE I GOMSRUD PARK PROJECT.



## STAFF MEMO

<b>Prepared by:</b> Jeff O' Neill, Interim City Administrator	<b>Meeting Date:</b> 04-08-2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.4
<b>Reviewed by:</b> Jeff O' Neill, Interim City Administrator	<b>Item:</b> Consideration of Approving Employment Agreement Between City of Fairmont and Mathew Skaret Identifying City Administrator Terms of Service		
<b>Presented by:</b> Jeff O' Neill, Interim City Administrator	<b>Action Requested:</b> Motion to Approve Employment Agreement Between City of Fairmont and Mathew Skaret Identifying City Administrator Terms of Service		
<b>Vote Required:</b> <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

In accordance with Council direction, staff and consultants have offered the position of City Administrator to Mathew Skaret.

### REFERENCE AND BACKGROUND

Presented for your review and adoption is the attached draft contract. Please note that Skaret is excited about being offered the position and supports the terms of the agreement.

Following is a summary of the terms.

- Start date April 29<sup>th</sup>.
- Starting pay at step 4 of 10 current step program (8 step transition to occur in 2025) in the amount of \$153,961.
- 6-month review and step increase to \$158,038 (step 5 of 10) upon successful review. Annual review and consideration of step increases thereafter.
- Credit of 80 hours of accrued vacation leave and 40 hours of accrued sick leave. For purposes of accruing vacation leave and sick leave, Employee is credited for 15 years of service.
- All other benefits and standard work expenses as provided to City employees.
- Dues and Subscriptions
- Professional Development expenses (ICMA, MCMA)
- Moving Expenses - \$3,000.
- Six-month salary termination benefit.

All substantive items are covered in the draft agreement but there is a chance that minor modifications or clarifications could yet be proposed by Skaret's attorney. If any items of substance are proposed, the contract will be brought back to City Council for additional review.

**BUDGET IMPACT**

**SUPPORTING DATA**

Copy of contract

## **EMPLOYMENT AGREEMENT BETWEEN CITY OF FAIRMONT AND MATTHEW SKARET**

**THIS AGREEMENT** is made by and between the City of Fairmont and Matthew Skaret (the “Employee”).

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

**1. POSITION.** Employer agrees to employ Employee as its City Administrator. Employee agrees to serve as City Administrator in accordance with the position description attached hereto and incorporated herein in its entirety as Appendix A, as may be amended from time to time, and state statutes, resolution, and/or ordinances, policies, procedures, and practices, and perform such other legally permissible and proper duties and functions as are contained herein or as the City Council will from time to time assign to Employee.

**2. TERM OF EMPLOYMENT.** Employee will begin employment with Employer under the terms of this as of April 29, 2024, and will continue such employment for an initial period of six (6) months unless terminated earlier in accordance with this Agreement. Upon completion of the initial six (6) month period, the term of employment will renew for an indefinite term until such employment is terminated in accordance with this Agreement.

**3. SALARY.** Employer will pay Employee a gross annualized salary of \$153,961.60, which is at Step 4 of the pay scale as of the date of this Agreement. The salary is prorated and payable consistent with the Employer’s normal payroll practices and subject to any authorized withholdings. Deductions from Employee’s salary may be made as permitted by law.

Annual salary adjustments are based on the prevailing step system for compensating all other non-union employees. Salary increases are determined by the City Council, in its sole discretion, based on each performance review. In the first year of employment, the Employee will be given a six month and annual performance review, and thereafter, in September of each year, the Employee will be given an annual performance review. Employee will be eligible for an increase in gross salary to \$158,038.40, which is at Step 5 of the pay scale as of the date of this Agreement, effective October 29, 2024, after completion of the 6-month performance review, indicating that his performance is satisfactory.

4. **PENSION PLAN.** Employer will contribute to Public Employees Retirement Association if and to the extent required by State of Minnesota (“State”) law for Employee or an alternate pension plan, if selected by Employee and authorized by State law.

5. **VACATION AND SICK LEAVE.** Employee will accrue and accumulate vacation leave and sick leave as provided to and under the same conditions as all other non-union employees, except that Employee may use accrued vacation leave as of his first date of employment with the City. Effective Employee's first day of employment, Employee will be credited with 80 hours of accrued vacation leave and 40 hours of accrued sick leave. For purposes of accruing vacation leave and sick leave, Employee is credited for 15 years of service.

6. **HOLIDAYS.** Employee will receive time off and be compensated for holidays as provided to and under the same conditions as all other non-union employees.

7. **GENERAL INSURANCE.** Employer will provide Employee with and contribute to the same group hospital, medical, dental, life, and disability insurance benefits as provided to and under the same conditions as all other non-union employees.

8. **DEFERRED COMPENSATION.** The Employer will make available the option for payroll deductions from gross salary to deferred compensation programs as provided to and under the same conditions as all other non-union employees.

9. **DUES AND SUBSCRIPTIONS.** Employer will budget for and pay the professional dues and subscriptions for Employee, including International City County Management Association (ICMA), Minnesota City County Management Association (MCMA), League of Minnesota Cities, and Coalition of Greater Minnesota Cities and any other national, regional, state and local associations the Employer deems necessary and desirable for Employee's continued professional participation, growth and advancement.

10. **PROFESSIONAL DEVELOPMENT.** Employer will pay the ordinary, reasonable and necessary travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions the Employer deems adequate to continue the professional development of Employee and for Employee to represent Employer on official bodies or groups of which Employer is a member. Employee will use good judgment in his outside activities so he will not neglect his primary duties to the Employer. Some of the meetings Employee expects to attend include, but are not limited to, meetings of the International City County Management Association (ICMA), Minnesota City County

Management Association (MCMA), League of Minnesota Cities, and Coalition of Greater Minnesota Cities. Employer will also pay the ordinary, reasonable and necessary travel and subsistence expenses of Employee for short courses or seminars, which the Employer deems appropriate for his professional growth.

**11. COMMUNITY PARTICIPATION.** Employer will reimburse Employee for the membership dues of a community service organization of Employee's choice as appropriate under Minn. Stat. § 471.96, as the same may be amended.

**12. CELL PHONE.** Employer will reimburse Employee for cell phone costs as provided to and under the same conditions as all other non-union employees and pursuant to City policy.

**13. AUTOMOBILE.** Employer will provide Employee with a monthly car allowance under the same conditions as all other non-union employees.

**14. JOB-RELATED EXPENSES.** Employer will reimburse Employee for job-related expenses, which are incurred by Employee and are submitted by Employee in accordance with Employer's policies for reimbursement.

**15. OTHER FRINGE BENEFITS.** Employee will receive any fringe benefits not addressed herein to the extent of and under the same terms as full-time, nonunion employees of the City of Fairmont to the extent such benefits and terms are not inconsistent with the terms of this Agreement.

**16. MOVING EXPENSES.** Upon Employee's submittal of supporting written documentation to Employer within a reasonable period of time, Employer will reimburse Employee for reasonable moving expenses up to \$3,000.00 attributable to Employee's new employment with Employer for moving and storing Employee's household goods and personal effects and traveling to Employee's new home.

**17. HOURS OF WORK.** Employee will perform the duties specified in this Agreement at the times and locations determined by Employer. Employee will work on a full-time basis, as determined by Employer under its policies so as to meet the business needs of Employer. Employee will work at least 40 hours per work week and generally be present at City of Fairmont offices during regular business hours. It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. It

is understood by Employee that additional compensation and compensatory time will not be allowed for such additional or extraordinary expenditures of time.

**18. TERMINATION BENEFITS.** If Employee is terminated by Employer during a time when Employee is willing and able to perform the duties of City Administrator, then Employer agrees to pay Employee, at the time of receipt of his last pay check, a lump sum cash payment equal to 6 months' salary and to continue to provide and pay for 6 months for health benefits as provided to other non-union employees following termination (collectively, "termination benefits"). Payment of accrued paid accrued vacation leave and accrue sick leave at the time of separation will be paid to employee as provided to and under the same conditions as all other non-union employees.

Employer will not pay the termination benefits if Employee is terminated because of (1) his malfeasance in office, (2) gross misconduct, (3) conviction of a crime resulting from his employment with Employer, (4) conviction for an illegal act involving personal gain to Employee, (5) Employee's breach of any material obligations under this Agreement or any other agreement with Employer, (6) Employee's willful and/or repeated failure or refusal to perform or observe Employee's duties, responsibilities and obligations to Employer, (7) Employee's use of alcohol or other drugs in a manner which affects the performance of Employee's duties, responsibilities and obligations to Employer, (8) conviction of Employee, or plea of *nolo contendere*, for a felony or of any crime involving theft, mismanagement, fraud or moral turpitude, or (9) commission by Employee of any other willful or intentional act which could reasonably be expected to injure the reputation of Employer and/or Employee.

If Employer, at any time during the employment term, reduces the salary or other financial benefits of Employee by a greater percentage than an across-the-board reduction for all non-union employees; refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee that Employer has not complied with; or formally suggests as authorized by the Board that Employee resign and Employee does resign, then Employee may, at his option as specified in writing to Employer, be deemed to be "terminated" on the effective date of Employee's resignation and the Employee will be entitled to receive termination benefits and payment of accrued vacation leave and accrued sick leave as provided to and under the same conditions as all other non-union employees.

If Employee is unable to perform his duties and responsibilities for an extended period

of not less than 3 months due to illness, injury, or other cause beyond the ability of Employee to correct, the Employer may, but is not required to, pay termination benefits.

If Employee voluntarily resigns his position with Employer, unless otherwise expressly provided herein, then Employer will not pay termination benefits to Employee, except for payment of accrued vacation leave and accrued sick leave as provided to and under the same conditions as all other non-union employees.

**19. TERMINATION OF EMPLOYMENT.** Employee's employment with the Employer will terminate and his last date of employment with the Employer, which will be the earliest of the following: (1) at the discretion of the Employer, on the date that is 30 calendar days after Employer submits written notice to Employee that Employee is involuntary terminated or date that is Employee's last date of employment as stated in a writing by Employer, whichever is later; or (2) at the discretion of the Employee, on the date that is 30 calendar days after Employer receives written notice from Employee that Employee is voluntarily resigning or date that is Employee's last date of employment as stated in Employee's written voluntary resignation, whichever is later.

**20. GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and applicable law. Furthermore, nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions of this Agreement.

**21. INDEMNIFICATION.** Employer will defend and indemnify Employee pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer will defend, hold harmless, and indemnify Employee from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided Employee was acting in good faith in the performance of the duties of his position at the time in question.

**22. 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.

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

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

**25. BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, and Employee's heirs and legal representatives.

**26. ASSIGNMENT.** The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.

**27. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and any Employer policies, procedures, and practices addressing the specific subject matters addressed in this Agreement.

**28. MODIFICATIONS AND AMENDMENTS.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement will only be valid when they have been reduced to writing, and signed by Employee authorized representative(s) of Employer.

**29. SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement will be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

**30. 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 will 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 will not be binding and effective unless made in writing and properly executed by the waiving party.

**31. DISPUTE RESOLUTION.** The Employer and Employee agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations will first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Any claims of disputes unresolved after mediation may be pursued as established by law.

**32. HEADINGS.** Headings are provided solely for the convenience of the parties and will not affect the interpretation of this Agreement.

**33. NOTICE.** All notices required under this Agreement will be in writing and will be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery, or overnight courier, and properly addressed to the party at the party's last known address or any other address that any party may designate by written notice to the other. Mailed notices will be deemed to have been given at the time posted plus three business days.

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

**35. EXPIRATION OF AGREEMENT.** This Agreement will expire and no longer be in force or effect on the calendar day after Employee's termination of employment specified in paragraph 19 of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made this Agreement on the latest date affixed to the signatures below upon which date it will be effective.

**EMPLOYER:**

By: \_\_\_\_\_  
Lee C. Baarts, Mayor

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

By: \_\_\_\_\_  
Patricia J. Monsen, City Clerk

**EMPLOYEE MATTHEW SKARET**

By: \_\_\_\_\_  
Matthew Skaret

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

**CITY OF FAIRMONT  
POSITION DESCRIPTION**

**CITY ADMINISTRATOR**

**DEPARTMENT:** Administration  
**FLSA CLASSIFICATION:** Exempt  
**REPORTS TO:** City Council  
**SUPERVISES:** All City Employees

**DEFINITION:**

The City Administrator is the chief administrative officer of the City and is responsible for the proper administration of all affairs and operations of the City. The City Administrator oversees and directs the operation of all departments and offices of the City except as otherwise provided by law. This position performs responsible managerial and supervisory work coordinating and directing City government operations under the direction of the City Council. The Administrator is the Chief Executive Officer who performs highly responsible administrative and managerial tasks.

*To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position. The Essential functions listed below are intended as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related or a logical assignment to the position.*

**ESSENTIAL FUNCTIONS OF THE JOB:**

- Performs high-level administrative, technical and professional work in accordance with policy established by the City Council, City, state and Federal laws, regulations and guidelines. This includes directing and supervising the administration and day-to-day management of the City.
- Plans, organizes, and administers all City affairs to ensure a coordinated and efficient effort to meet the goals and objectives of the City Council.
- Oversees the preparation of City Council, Board, and Commission agendas and public meetings.
- Provides professional support to the City Council by attending meetings to report on City affairs. Presents recommendations and specific actions concerning policies and objectives, participates in discussion, and implements council decisions.
- Attends all City Council meetings and other public meetings as needed; ensures council decisions are implemented.
- Ensures proper public relations by following up with all departments to ensure public services are efficiently provided and that all complaints, concerns, and public contacts are effectively handled.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.
- Represents the City and meets and confers with citizens, business entities, elected officials and outside agencies to discuss City policies and procedures. Remedies problems and resolves inquires and complaints from both internal and external sources. Negotiates and resolves sensitive, significant, and controversial issues.
- Manages the development and implementation of City and departmental goals, objectives, policies and priorities within City policy, ensuring appropriate service and staffing levels and allocating resources accordingly.
- Manages the development and administration of the City budget, revenue, and expenditure forecasts of funds needed for staffing, equipment, materials and supplies; directs and approves expenditures in accordance with City policy; directs the preparation and implementation of budgetary adjustments as necessary.

- Stays abreast of new trends and innovation in the field of public management and administration.
- Advises the City Council on matters of policy and maintains regular written and verbal communication with Council.
- Reviews and analyzes reports, legislation, court cases, and related matters. Directs or personally conducts studies, research, and investigation on a wide variety of administrative and technical areas.
- Prepares and recommends long-range plans for City service programs and develops specific proposals for action on current and future City needs.
- Supervises all City staff directly or indirectly through department supervisors. Interviews and recommends hiring, conducts performance reviews, salaries, and rewards and discipline as provided in the personnel policy. Determines staffing needs, subject to City Council approval. Oversees the preparation and maintaining of position descriptions.
- Performs other duties and activities as apparent or assigned by the City Council.

**EQUIPMENT USED:**

- Computer
- Mobile devices

**REQUIRED KNOWLEDGE AND ABILITIES:**

- Knowledge of operational characteristics, services, and activities of municipal administration and organization.
- Knowledge of modern policies and practices of public administration; working knowledge of municipal finance, public works, public safety, community development, human resources, economic development, and municipal airports.
- Knowledge of and skill in advanced principles and practices used in municipal budget preparation and administration.
- Knowledge of pertinent Federal, State and local laws, ordinances, statutes and regulations.
- Skill in preparing and administering municipal budgets and programs.
- Ability to develop, implement, and administer goals, objectives, and procedures for providing effective and efficient services for the City.
- Ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of established goals.
- Ability to identify and respond to community and City Council issues, concerns, and needs.
- Ability to communicate effectively with diverse groups of individuals using tact and diplomacy.

**MINIMUM QUALIFICATIONS:**

- Bachelor's Degree in public or business administration or a related field.
- Five years of responsible local government experience.
- Five years of supervisory experience.
- Strong and effective communication and writing skills; proficient in Microsoft software programs; leadership and ethics training; management and problem solving.

**PREFERRED QUALIFICATIONS:**

- Master's degree in Public Administration .
- Previous experience in city administration.

**CONDITIONS OF EMPLOYMENT:**

- Possession of a MN Class D Driver License or the ability to obtain one within thirty (30) days of employment
- Must comply with organizational and departmental policies.

**WORK SCHEDULE:**

The typical work hours for this position are 8:00 a.m. to 4:30 p.m., Monday-Friday. Additional hours will be required, as this position is responsible to attend City Council meetings and other meetings as necessary.

**WORK ENVIRONMENT/PHYSICAL DEMANDS:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This position requires the employee to work alone, with others, around others and have contact with the public. This position will work indoors.

Activities that will **occur continuously**, sitting, verbal communication, hearing, repetitive motions with hands, wrists and fingers.

Activities that will **occur frequently**, problem solving, written communication, interpersonal skills, standing.

Activities that **occur occasionally**, walking, lifting, carrying, reaching, hand/eye/foot coordination.

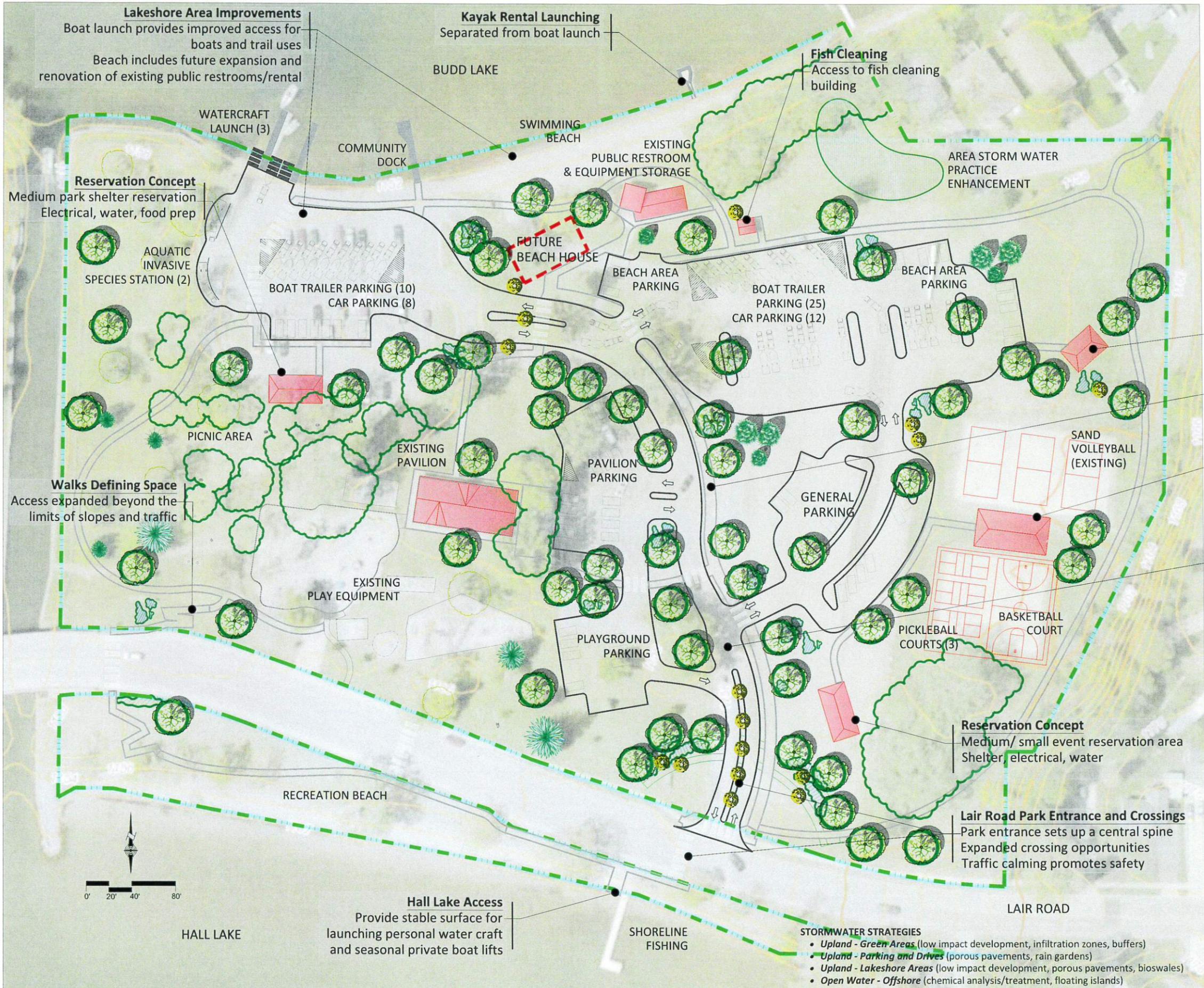
Activities that **occur infrequently**, bending; stooping; kneeling; reaching at, above, and below shoulder level with the right, left, and both shoulders; and lifting and carrying up to 24 pounds.

*The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

**ACKNOWLEDGEMENT:**

I have read this job description and fully understand the requirements set forth herein. I understand that this is to be used as a guide and that I will be responsible for performing other duties as assigned. I further understand this job description does not constitute an employment contract with the City of Fairmont.

Employee Signature	Printed Name	Date



**LEGEND**

- existing recreation areas
- concept recreation areas
- stormwater practice opportunity
- Aquatic Invasive Species stations
- park roads/ parking lots
- 10' paved bike/hike trail
- paved 6' walk
- park structures
- landscape beds/trees

**Picnic Shelter**  
Non-reservation concept styled to serve trail users

**Bike/Hike Trail Circulation**  
Commuter-style direct connection to park amenities and interior park walkways

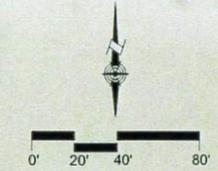
**Reservation Concept (court-sports)**  
Medium/ large event reservation area  
Styled as another pavilion  
Electrical, water, food prep, restrooms

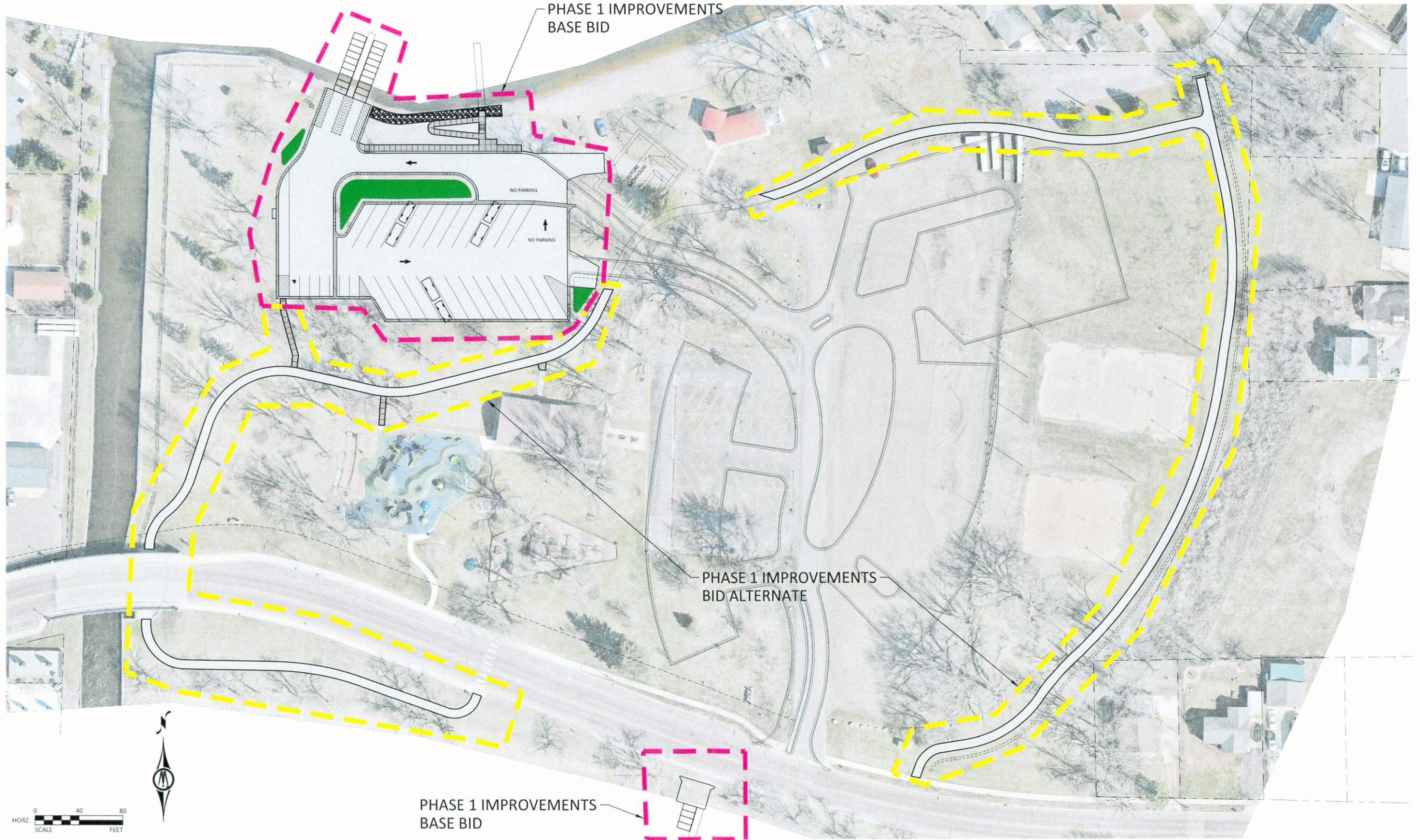
**Park Entrance Drive**  
Leads directly to the main parking lot  
Two way paved park road with striping  
Surmountable curb and gutter  
Incorporate best-management practices

- DESIGN PRINCIPLES**
- **Protect** the existing park - from degradation and encroachment.
  - **Engage** with people - to ensure cultural needs are met.
  - **Know** the history of, and around, Gomsrud Park - to keep the park in its correct context.
  - **Understand** the natural environment of Gomsrud Park - to inform sustainable and resilient design.
  - **Prepare** for future unknowns - by thinking at small-and-large scale levels.

**LAKE FRIENDLY/EVENTS-BASED RECREATION THEME**

**CONCEPT STATEMENT**  
The popularity of Gomsrud Park has created a need to improve the park's ability to handle events with greater efficiency and capacity. Parking, gathering, emergency access, pedestrian circulation and facility improvements all contribute to the success of the concept that favors park event uses. Boat launch connections to Budd Lake can exist in harmony with park users resulting in fewer conflicts during events.





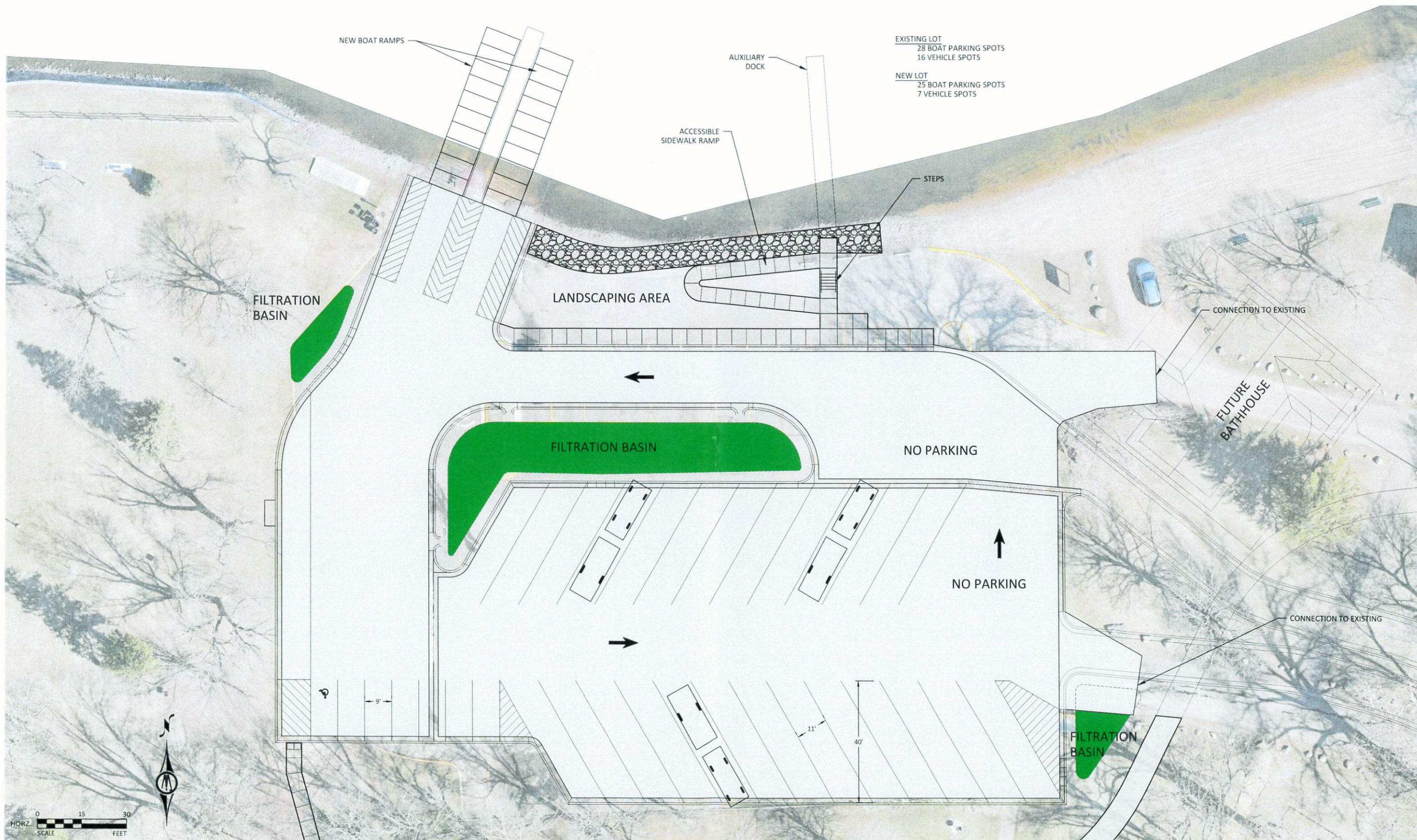
PHASE 1 IMPROVEMENTS  
BASE BID

PHASE 1 IMPROVEMENTS  
BID ALTERNATE

PHASE 1 IMPROVEMENTS  
BASE BID



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