



CITY COUNCIL AGENDA

Monday, April 14, 2025, 5:30 p.m.

- 1. Roll Call/Determination of Quorum**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Recognition/Presentations**
 - 4.1** Arbor Day Proclamation (4)
 - 4.2** Historical and Proposed Funding Mechanisms (6)
- 5. Public Discussion/Comment** (Individual comments are limited to 3 minutes) (9)
- 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 the City Council Minutes from the Regular Meeting on March 24, 2025 (10)
 - 6.A.2** Consideration of the City Council Minutes from the Special Meeting on March 24, 2025 (19)
 - B. Check Registers**
 - C. Other**
 - 6.C.1** Consideration of an Event Permit for the Fairmont Lakes Foundation Inc. Spring Fishing Tournament (23)
 - 6.C.2** Consideration of an Event Permit for the Early Childhood Initiative Storybook Walk (26)
 - 6.C.3** Consideration of an Event Permit for the City of Fairmont Live Art Installation (29)
 - 6.C.4** Consideration of a Firework Display Permit by J & M Display Inc. (33)
 - 6.C.5** Consideration of a Tobacco License and License to Sell Edible Tetrahydrocannabinol Infused Products for CAPL Retail, LLC., dba Express Lane, at 407 E. Blue Earth Avenue (39)

6.C.6 Consideration of a 3.2% Off Sale License for CAPL Retail, LLC., (40)
dba Express Lane, at 407 E. Blue Earth Avenue

6.C.7 Consideration to Purchase a Zero Turn Mower for the Municipal (41)
Airport thru a MNDOT Aeronautics Equipment Grant/Resolution
2025-15

7. Public Hearing

8. Old Business

9. New Business

A. Other

9.A.1 Consideration of the Fairmont Police Department Body Worn (57)
Camera (BWC) Audit, dated March 27, 2025

9.A.2 Consideration to Adopt a Policy for Processing Multiple Retail (75)
Cannabis Registration Applications with a Single License Available

9.A.3 Consideration to Authorize an Amendment to an Agreement with (77)
MSA Professional Services, Inc., dated 05/09/2022 regarding
Updates to the Zoning Ordinance and Subdivision Regulations

9.A.4 Consideration of an On-Call Planning Services Contract with (84)
MSA Professional Services, Inc.

9.A.5 Consideration of Selecting a Consulting Engineer (93)

B. Public Works/Utilities

9.B.1 Consideration to Approve Task Order #11 with Bolton & Menk (238)
for Construction Administration for the Gomsrud Park Project

9.B.2 Consideration to Approve the Purchase of New Dump/Plow Truck (247)
and Snow Removal Equipment

C. Finance

10. Council Discussion

10.1 Road Repair Account: Councilmember Lubenow (259)

11. Staff/Liaison Reports

A. Public Works

B. Finance

C. Community Development

D. City Administrator

E. Mayor/Council

Hasek – PUC
Kawecki – Library, BE River One Watershed One Plan,
Kotewa
Lubenow – CER & HRA
Maynard – Airport
Baarts

12. **Adjournment**

Dates to Note

City Offices Closed		April 18, 2025	all day
Council Meeting		April 28, 2025	5:30 pm
Community Engagement Session	Blue Earth Avenue Project Southern Minnesota Educational Campus: 115 S. Park Street	April 30, 2025	6 – 7:30 pm
League of MN Cities Training	Roles & Responsibilities	TBD	TBD
CC/PC/BZA Joint Session	Review Zoning Update	TBD	TBD



STAFF MEMO

Prepared by: Nick Lardy, Parks & Streets Superintendent	Meeting Date: 04/14/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 4.1
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Arbor Day Proclamation		
Presented by: Mayor Baarts	Action Requested:		
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

Mayor Baarts will proclaim Friday, April 25, 2025 as Arbor Day in the City of Fairmont.

Information on the Upcoming Arbor Day Celebration

The City of Fairmont Park Department would like to invite you to our annual Arbor Day Celebration on Friday, April 25th, 2025. The program will be held at Bird Point Park. (591 Woodland Avenue, east of Bird bridge) Mrs. Striemer's SJV 4th grade students will perform a short program. The City Forester, Chad Striemer and Park Dept. employee, Cody Benschoter will be planting 2 trees at this location. They will be planting an Elizabeth Magnolia tree and a Minnesota Strain Redbud tree with the help of the students. In case of inclement weather, the program will be held at the Public Works Facility located at 801 E. Margaret Street. The Park Department would then plant the tree at a later date. Anyone with questions should contact Nick Lardy at 507-235-9330.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

2025 Proclamation



Phone (507) 238-9461

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

Fax (507) 238-9469

PROCLAMATION

Whereas, Arbor Day reminds us of the significance of trees, acknowledging their role in the economy, culture, history, and future of our communities; and

Whereas, The act of planting trees today ensures a legacy of shaded parks, thriving forests, and healthy ecosystems for the future; and

Whereas, Trees provide clean air and water; capture and store carbon from the atmosphere to offset greenhouse gas emissions; and provide shade, wildlife habitats, recreational opportunities, wood products, and jobs; and

Whereas, Fairmont has a proud tradition of residents and organizations working together to plant and care for the trees that foster resilient communities; and

Whereas, People in Fairmont can create and nurture robust tree canopies for generations to come by thoughtfully choosing, planting, and caring for a diverse mix of trees that provide long-term community and environmental benefits for us all.

Now, therefore, be it resolved that I, Mayor Lee C. Baarts, do hereby proclaim Friday, April 25, 2025 in the City of Fairmont as

ARBOR DAY



Lee C. Baarts, Mayor



STAFF MEMO

Prepared by: Pat Oman, Community Development Director	Meeting Date: 04/14/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 4.2
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Informational Presentation of City of Fairmont Historical and Future Funding Mechanisms and Grant Opportunities		
Presented by: Pat Oman, Community Development Director	Action Requested:		
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action:		

REFERENCE AND BACKGROUND

In previous city council meetings, the city administrator communicated to the mayor and city council that staff were preparing a detailed list of past and current funding mechanisms that have been researched and applied for by city divisions and staff. The attached documents are a summary to update the mayor and city council on those efforts.

BUDGET IMPACT

There is staff time and cost in researching, writing, and administering funding mechanisms.

SUPPORTING DATA/ATTACHMENTS

Historical Matrix of Funding
Future Funding Opportunities

Historical Funding Mechanisms	Grant description/Purpose	Strategic objective Addressed	Grant Terms How much? Match?	Grant Writer City - Position Internal or External	Administrative Service
Energy Efficiency Block Grant	Sustainable Planning	Emergency Management	\$5,000	Internal	Region 9
Small Cities Grant	Succession Planning for Business	Economic Development	\$3,000	Internal	SMIF
Small Cities Grant	Community Positivity Campaign	Economic Development	\$3,000	Internal	SMIF
Small Cities Development Grant	Housing, Commercial, Rental Apt. rehab	Economic Development	\$885,500	External	MVAC
Business Development Infrastructure Grant	Water / wastewater infrastructure	Economic Development	\$995,000	Internal	DEED
Invasive Aquatic Plant Management Grant	Curle Leaf Pondweed	Lakes Management	\$25,000	Internal	MNDNR
Minnesota Departmen of Health Grant	Public art on drinking water resource	Lakes Management	\$8,000	Internal	MNDOH
Emerald Ash Borer Grant	Inventory of emeral ash borer (EAB) infestation	Forest Management	\$4,600	Internal	MNDNR
ReLeaf Grant	Tree location for EAB infestation	Forest Management	\$100,000	Internal	MNDNR
Green Corps Member Grant	11 month paid internship	Innovation		Internal	MNDNR
Airport Grant	Pavement Maintenance	Public Infrastructure	\$120,750	Internal	FAA
Airport Grant	Taxiway Lighting Replacement Design	Public Infrastructure	\$76,000.00	Internal	FAA
Airport Grant	Airport Layout Plan / Master Plan Update	Public Infrastructure	\$398,000	Internal	FAA
Equipment Grant	John Deere Zero Turn Mower	Public Infrastructure	\$13,746.04	Internal	FAA
Federal Grid Resiliency Grant	Electrical Updates	Public Infrastructure	\$4,738,235	Internal	N/A
State Grid Resiliency Grant	Electrical Updates	Public Infrastructure	\$912,266	Internal	N/A
Minnesota Pollution Control Agency (MPCA) grant	Sewer Overflow / Stormwater Reuse	Public Infrastructure	\$98,500	Internal	MPCA
MPCA	Planning grants for stormwater, wastewater	Public Infrastructure	\$45,000	Internal	MPCA
MPCA Grant	Source Water Protection Plan	Public Infrastructure	\$5,000	Internal	MPCA
Minnesota Department of Natural Resources (DNR)Releaf Grant		Forest Management	\$500,000	Internal	MNDNR
Minnesota DNR Shade Tree Bonding Grant	Tree Identification	Forest Management	\$500,000	Internal	MNDNR
Minnesota Department of Transportation (DOT)	State Bridge Grant Funding	Public Infrastructure	\$132,825	Internal	MNDOT
Minnesota DOT Federal Bridge Funds	Bridge Maintenance	Public Infrastructure	\$690,000	Internal	MNDOT
Minnesota DOT Small Urban Streets	Street Improvements	Public Infrastructure	\$1,315,256	Internal	MNDOT
MPCA Testing Grant	PFAS Testing	Public Infrastructure	\$22,000	Internal	MPCA
Federal Environmental Protection Agency	Waste Water Treatment Plant Project	Public Infrastructure	\$1,000,000	Internal	EPA

2025 Funding Mechanisms Under Consideration

2026 Small City Development Grant Comprehensive Grant (rehab/public infrastructure)

Congressional Appropriation Request for Fire Hall - \$ 6,256,851

Small Town Grant from SMIF – Up to \$10,000.00

Shipp-Grant for water fountain/filling station

1W1P-Grants for Water Quality (BWSR)

MDH-Grants for drinking water quality

DNR-AIS-Grants for curly leaf pondweed

DNR-Dam Safety Grant-Dam modification

DNR-CPL Grant Program for water quality (native habitat restorations, etc)

MPCA – Implementation Grants for Stormwater Resilience

MPCA – Implementation Grants for Wastewater Resilience

DNR – Community Forestry Grants

MDH – Drinking Water Source Protection

\$ 10.5 Million – State Bonding Request through Rep Olsen Office

\$ 5.35 million – State Lead Service Line Grant



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 04/14/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 5
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Public Discussion/Comment		
Presented by: Betsy Steuber, City Clerk	Action Requested:		
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

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

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 04/14/2025	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.A.1
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of the City Council Minutes from the Regular Meeting held March 24, 2025		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the City Council Meeting Minutes from the Regular Meeting held March 24, 2025		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes: Regular Meeting, March 24, 2025

**City of Fairmont
100 Downtown Plaza
Fairmont, MN 5631**

City Council Minutes

Regular Meeting

March 24, 2025
City Hall, 5:30 p.m.

CALL TO ORDER

The Fairmont City Council met in regular session at the City Hall Council Chambers. Mayor Baarts called the meeting to order at 5:30 p.m.

ROLL CALL

Council present: Lee Baarts, Mayor
Wayne Hasek, Councilmember
Britney Kaweck, Councilmember
James Kotewa, Councilmember
Randy Lubenow, Councilmember
Jay Maynard, Councilmember

Absent: None

Staff present:

Jeff O'Neill, Interim City Administrator
Matthew York, Director of Public Works/Utilities
Paul Hoye, Finance Director
Michael Hunter, Chief of Police
Pat Oman, Community Development Director
Tom Donnelly, Municipal Liquor Store Manager
Betsy Steuber, City Clerk
Cara Brown, City Attorney, via telephone
(Flaherty & Hood)

PLEDGE OF ALLEGIANCE

The City Council and all present stood for the Pledge of Allegiance.

APPROVAL OF AGENDA

Prior to approval of the agenda, Councilmember Kawecky made a motion to remove agenda item 6.C.2 from the consent agenda (item 6.C.2: Consideration to Approve the Purchase of a New Tractor and Mower for the Park Department and Declare Equipment as Excess). Motion was seconded by Councilmember Lubenow. On roll call, Councilmembers Kawecky and Lubenow voted in favor; Councilmembers Hasek, Kotewa and Maynard voted against. Motion failed.

Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to approve the agenda as presented. On roll call, Councilmembers Hasek, Kotewa and Maynard voted in favor; Councilmembers Kaweck and Lubenow voted against. Motion carried.

ROTATING VOTES

Please note that votes taken by roll call are called by the City Clerk on a rotating basis; however, the written minutes list the Councilmembers in alphabetical order.

**PUBLIC DISCUSSION/
COMMENT**

Richard Bradley, resident of Fairmont, urged Council to think about cannabis retail business's moral impact and implications on residents.

John Sigarud, property owner of 2237 State Street, Fairmont, confirmed his intentions to develop the property into a cannabis dispensary and have made application with the State.

CONSENT AGENDA

Mayor Baarts introduced the consent agenda items as listed for consideration to be enacted by one motion unless requested that an item be removed and included under new business. Mayor Baarts reviewed the consent items, as follows:

- City Council Meeting Minutes from the Regular Meeting held March 10, 2025
- March 2025 Accounts Payable List
- An Event Permit for the Borderline Cruisers Car Club – Downtown Car Show on June 14, 2025
- The Purchase of a Tractor and Mower from C&B Operations in the Amount of \$74,359.25 and Declare CIH JX65 and Bushhog TD-1500 as Excess and Authorize Staff to Post for Sale
- The Appointment of Terry Riggs to the Charter Review Team as the Citizen Representative on behalf of the City Council
- Award the Farm Lease Agreements to Steve and Spencer Olson for the Day Farm and to Lucas Johnson for All Other City Owned Ag Parcels

Motion was made by Councilmember Maynard, seconded by Councilmember Hasek to approve the consent agenda as presented. On roll call, Councilmembers Hasek, Kotewa and Maynard voted in favor; Councilmembers Kaweck and Lubenow voted against. Motion carried.

**NEW BUSINESS
MOTION
Item 9.A.1**

Director Oman introduced agenda item 9.A.1: Consideration to Fund the Granicus SmartGov Software Pricing Proposal. Oman noted the importance of the software for online permitting, code enforcement and planning purposes.

Discussion centered around software compatibility with other programs/software currently in place, delays in implementation and the overall project cost. Oman stated there are to be no issues with software compatibility and outlined the pricing structure moving forward. Oman addressed concerns with the previous delays noting them to be linked to

previous administration not managing the project and his ability to ensure timely diligent implementation.

Motion was made by Councilmember Maynard, seconded by Councilmember Hasek to Approve the Quote from Granicus SmartGov Software for a Business Process Analysis (BLA), Additional Configuration and Validation and Additional Training for the City's SmartGov Solution. All present voted in favor. Motion carried.

MOTION
Item 9.A.2

Interim O'Neill provided background information on item 9.A.2: Consideration of Adopting a Two-Year Legislative Services Contract with Lockridge Grindal Nauen (LGN). While the agenda packet materials highlight some of the assistance LGN has provided to staff and Council, O'Neill expressed representation at the Capital is extremely valuable for securing funding and navigating local legislation.

Motion was made by Councilmember Maynard, seconded by Councilmember Lubenow to Adopt a Two-Year Legislative Services Contract with Lockridge Grindal Nauen PLLP (LGN) in the amount of \$40,000 per year. All present voted in favor. Motion carried.

RESOLUTION 2025-14
Item 9.B.1

Agenda item 9.B.1: Consideration of Resolution 2025-14 to Prohibit On-Street Parking on Lake Avenue between Fairlakes Avenue and CR 39 was introduced to Council by Director York. The City is receiving State Aid Funds for this project and since the proposed street width is not wide enough for parallel parking on both sides of Lake Avenue, the State requires the City to approve a restricted parking resolution.

Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to Approve Resolution 2025-14: Resolution Approving Restricted Parking on Lake Avenue, S.A.P. 123-111-012. On roll call, Councilmembers Hasek, Kaweck, Kotewa, Lubenow and Maynard voted in favor. Motion carried.

MOTION
Item 9.B.2

Director York introduced item 9.B.2: Consideration of Parkway Tree Removals and Restoration Services Bid. The City applied for outside contractor services for tree removal, disposal and site restoration as part of the ReLeaf grant. The following bids were received:

J&D Tree Services	\$26,700
Snyder Logging and Tree Service	\$28,470
Montana Tree Service Plus	\$56,250
L&S Tree Services	\$80,400
Thate's Tree Service	\$80,900

J&D Tree Services had the lowest bid but did not include necessary

documents and costs, leading to their bid being rejected. York mentioned that Snyder Logging was the second bidder but had a mathematical mistake, which was fixed in the bid table. However, after discussions with the contractor and the City's legal team, Snyder Logging agreed to keep their original offer of \$28,190 for the removal of 51 trees by Memorial Day 2025.

Questions were asked about the differences in bid amounts. York explained the City asked for a per tree cost bid based on tree measurements to ensure consistent bidding and that Snyder uses specific equipment allowing them to work efficiently and complete tree removals within tight timeframes.

Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to Award the Bid for Parkway Tree Removal and Restoration Services to Snyder Logging and Tree Services in the Amount of \$28,190. All present voted in favor. Motion carried.

MOTION
Item 9.C.1

Finance Director Hoyer stated that during the budget process, he plans for various transfers throughout the year, moving funds between accounts for different projects. While most of the transfers made in 2024 were included in the budget, Director Hoyer reviewed the unbudgeted transfers with Council, noting the transfer of funds received in 2023 allocated for the AMI water project in 2024, the transfer of State housing funds to the new housing trust fund for future housing projects, and several transfers for closing out completed projects.

Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to Approve the Interfund Transfers for 2024, as Presented. All present voted in favor. Motion carried.

RESOLUTION 2025-13
Item 9.C.2

The next item of business, item 9.C.2: Consideration of the 2024 Year End Fund Balance Designations, was introduced by Director Hoyer. The City has been designating its year-end general fund balance for specific projects for many years. Finance Director Hoyer stated the December 31, 2024 balance was slightly over \$9.3 million, or 87% of operating costs, with over \$3 million in reserves for government building needs. By accumulating this reserve, the City could reduce the amount of bonding needed for those projects, which could lower future tax levies.

Hoyer stated the city added \$1.2 million to the general fund balance due to over-budget revenues, mainly from interest earnings and lower than budgeted expenditures due to staffing shortages.

Discussion was held regarding fund designations with concerns raised about keeping the balance high next year, on whether the City is over-collecting on taxes and on long-term priority planning.

Motion was made by Councilmember Kotewa seconded by Councilmember Maynard to Adopt Resolution 2025-13 Designating Fund Balances for Specific Purposes. On roll call, Councilmembers Hasek, Kawecki, Kotewa, Lubenow and Maynard voted in favor. Motion carried.

MOTION
Item 9.C.3

Liquor Store Manager Donnelly introduced the next item of business, item 9.C.3: Consideration to Sell Cannabinoid Products at the Municipal Liquor Store. He noted over 4,000 establishments in the state sell CBD gummies and low-dose hemp-derived THC products, and with consumer demand, he believes adding these products to liquor store inventory could be a profitable venture for the City.

Motion was made by Councilmember Lubenow, seconded by Councilmember Kotewa to Authorize Staff to Register with the Office of Cannabis Management to Sell Hemp Derived Cannabinoid Products at the Municipal Liquor Store. Councilmembers Kawecki, Kotewa, Lubenow and Maynard voted in favor; Councilmember Hasek voted against. Motion carried.

MOTION
Item 9.C.4

The last item of new business was the Consideration of a Municipal Cannabis Retail Store Feasibility Study presented by Director Hoye. As Council limited the number of cannabis and hemp retail businesses to one, staff is asking Council allow staff to begin evaluating the possibility of opening a municipal cannabis retail store. Director Hoye noted the process involves hiring consultants for a feasibility study to analyze the area's demographics to determine if a cannabis store would be profitable.

Councilmember Maynard lacked support for a municipal cannabis store but acknowledged the need for information. Councilmember Lubenow noted that cannabis is legal in Minnesota, despite concerns about societal impacts and emphasized the importance of finding new revenue sources for the City as its population ages and financial pressures increase. Councilmember Hasek pointed out that while cannabis is legal in the state, it remains illegal federally.

Motion was made by Councilmember Kotewa, seconded by Councilmember Maynard to Authorize Staff to Prepare a RFP for a Feasibility Study of a Municipal Cannabis Retail Store. Councilmembers Kawecki, Kotewa, Lubenow and Maynard voted in favor; Councilmember Hasek voted against. Motion carried.

COUNCIL DISCUSSION

Councilmember Kawecki brought forth 10.1 on Urban/Rural Districts.

Item 10.1

Interim O'Neill stated this topic was previously raised and initial work has been conducted by staff to identify the various areas and properties involved, with the goal to present the information to Council for consideration, at which time Council could consider adjusting the current 20% tax levy for rural properties based on the service levels provided to them.

Item 10.2

Interim O'Neill reported that staff and members from the Fair and Hockey Boards held discussion on updating the terms and conditions for continued operations, given the original agreements date back to 1985, however progress has been slow. O'Neill stated the goal is to ensure the operator pays a fair share for using the building, the Fair Board is satisfied with the arrangements and the City maintains the facility appropriately as co-owners.

Discussion was held on the City's contribution amounts and timing to the Hockey Association and on finalizing the agreement within the next 3 months, prior to the next hockey season.

Item 10.3

Councilmember Kawecky introduced item 10.3 on Discussing the Capital Improvement Plan. Councilmember Kawecky emphasized the importance of discussing the budget, stating it hasn't been fully examined, prior to welcoming input from Interim O'Neill. O'Neill acknowledged that feedback is essential in the budgeting process, particularly for significant large ticket items, but small items do not need much review.

Discussion was held on meeting earlier for goal-setting and identifying significant items to help shape the capital improvement plan. Councilmember Maynard supported the council's need to set its goals, but without micromanaging every expense.

Item 10.4

The next item was Discussion on a Road Plan, requested by Councilmember Kawecky. While acknowledging the City has a road plan, Councilmember Kawecky expressed the need for it to better align with the priorities of the community. Kawecky stated there is a general sentiment that the City of Fairmont should prioritize roads and infrastructure above all other concerns and complaints arise on the lack of visual improvements, which leads to questions on financial allocations and responsibility. Councilmember Kawecky suggested focusing on main roads rather than small streets and to hold a workshop to discuss the prioritization of road projects based on ratings, costs, and funding options.

Director York suggested there should be a mix of addressing both major and minor roads based on their conditions and importance to the

community's image and that the road plan allows for adjustments based on many complexities such as funding, timing and prioritization.

Item 10.5

Director Oman updated Council on Hiring/Contracting for City Grants noting that staff are finishing a matrix that summarizes past funding achievements and future proposals and strategies for obtaining funding. Information will be shared at a future meeting. Oman added in his experience with other government units, grant opportunities are presented to the governing body, often requiring a resolution of support, to inform everyone about the funding and any required matches. After securing a grant, the governing body would support its acceptance, confirming that all requirements were met.

**STAFF/LIAISON
REPORT**

Interim O'Neill reported the following:

- A follow-up meeting on the Code of Conduct is scheduled for April 10th at 3:00 PM. Information will be distributed via email regarding review of the investigative materials.
- A special meeting on the Community Center financing agreements will take place on April 14th at 3:00 PM. Council will discuss the draft agreements.
- The Citywide Cleanup Coupon Program has been updated with coupons issued in 2025 valid from May 1st, 2025, to April 30th, 2026.
- Further discussions with the ditch authority will be held regarding Ditch #56.
- The RFP process for city engineers will occur tomorrow and Wednesday, with further updates to follow.

Councilmember Hasek thanked City staff for removal of geese carcasses from the public shorelines.

Councilmember Kawecky reported One WaterShed One Plan is finalizing their priorities.

Councilmember Lubenow shared that Fairmont CER is gearing up for their spring/summer offerings, which will be listed on their website and webstore and individuals with ideas for future programming are welcome to contact the CER office.

Mayor Baarts stated that the 150th anniversary of Fairmont being incorporated will occur in 2028 and hopes for a big celebration to celebrate our community and citizens.

ADJOURNMENT

Motion was made by Councilmember Maynard, seconded by Councilmember Hasek to adjourn the meeting, as there was no further business to come before the Council. All present voted in favor. Motion carried. The Fairmont City Council adjourned at 7:06 p.m.

ATTEST:

Lee C. Baarts, Mayor

Betsy Steuber, City Clerk



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 04/14/2025	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.A.2
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of the City Council Minutes from the Special Meeting held March 24, 2025		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the City Council Meeting Minutes from the Special Meeting held March 24, 2025		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes: Special Meeting, March 24, 2025

**City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031**

City Council Minutes
Special Meeting

March 24, 2025
City Hall, 3:00 p.m.

CALL TO ORDER

The Fairmont City Council met in special session at the City Hall Council Chambers. Mayor Baarts called the meeting to order at 3:00 p.m.

ROLL CALL

Council present: Lee Baarts, Mayor
 Wayne Hasek, Councilmember
 Britney Kaweck, Councilmember
 James Kotewa, Councilmember
 Randy Lubenow, Councilmember
 Jay Maynard, Councilmember

Absent: None

Staff present: Jeff O'Neill, Interim City Administrator
 Matthew York, Director of Public Works/Utilities
 Michael Hunter, Chief of Police
 Pat Oman, Community Development Director
 Doug Harstad, Building Official
 Betsy Steuber, City Clerk
 Troy Nemmers, Bolton & Menk (contracted services)

**PLEDGE OF
ALLEGIANCE**

The City Council and all present stood for the Pledge of Allegiance.

**APPROVAL OF
AGENDA**

Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to approve the agenda as presented. All present voted in favor. Motion carried.

ROTATING VOTES

Please note that votes taken by roll call are called by the City Clerk on a rotating basis; however, the written minutes list the Councilmembers in alphabetical order.

**NEW BUSINESS
Item 4A**

Director Oman opened the discussion on agenda item 4A, which focused on reviewing updates to the Rental Housing Ordinance. Oman mentioned city staff and legal have worked extensively on improving the ordinance to better enhance its functionality and effectiveness, which has been a key priority for council since many homes are rentals in the community.

The Rental Housing Ordinance was approved the end of 2021 and

became effective in 2022. It updated the previous ordinance, while keeping much of the original content and adding local benchmarks approved by the City Council. While praising the document for its detail, Oman suggested updates in the following areas:

- **Rental housing types:** Oman suggested to clarify the types of rental housing by clearly excluding vacation rentals by owner (VRBO), as this could cause confusion since motels and hotels are already excluded.
- **Fees and penalties:** The existing ordinance does not address fines/penalties for landlords who do not meet rental registration or inspection requirements; the current ordinance allows law enforcement to enforce misdemeanors and steps to vacate the rental unit. Oman suggested Council add a mechanism to implement fines and an escalation structure. For example, sending a reminder letter to those who forget to register and allowing them a chance to comply before imposing escalating fines.

Conversations focused on the difficulties of registration, the need for clear enforcement methods and how penalties would be communicated. Ensuring safe rental housing units and the components of the ordinance were also discussed. Oman emphasized the necessity of reviewing the nuisance ordinance, which is outdated and provides limited definitions of nuisances.

Director Oman shared the City will be utilizing a new software mechanism to improve tracking rental registrations and inspections, improve communication and code enforcement and provide a smooth on-line permitting process, while easing staff workload.

Based on the Council's input, Director Oman plans to allocate more staff time to develop structured inspection standard and establish clear penalty and enforcement mechanisms for better compliance with the rental ordinance. Oman stated the Council could expect an update at a future meeting.

NEW BUSINESS

Item 4b

The next item of business was focused on reviewing design concepts for Blue Earth Avenue Improvements to enhance pedestrian and motorist flow. Director York noted the project also includes beautification efforts and the goals of the discussion session to include outlining the priorities of the project and gathering feedback on preferred design elements of Blue Earth Avenue, from Highway 15 to Downtown Plaza.

For discussion purposes, York stated the project will be split into two sections: Section 1 extending from Highway 15 to approximately 75' east

of Prairie and Section 2 extending from that point to Downtown Plaza. Extensive discussion included whether to incorporate medians or a center turn lane, as the design plan is to convert the roadway from four lanes to three lanes.

There were differing opinions on medians versus turn lanes with concerns raised regarding left-hand turns into businesses along Blue Earth Avenue if medians were added and challenges with snow and ice maintenance and pedestrian crossings. Discussion was also held on parking (south side of the street) and incorporating bike lanes.

In terms of beautification, extending boulevard space on the north side of the roadway was discussed, raising concerns about costs and potential funding as extending curbs and relocating storm sewers is a significant expense. York highlighted streetlights as a simple way to improve the area before discussion was held on traffic control mechanisms. Traffic control discussion focused on two-way and four-way stops, roundabouts, and traffic lights. Councilors recognized the trade-offs of design and cost with each of the options.

Further conversation revolved around finding a balance between beautification with manageable maintenance and accessibility for pedestrians, motorists and businesses along Blue Earth Avenue while being cost effective.

York stated staff will work with Bolton & Menk to design more visual renderings on the various options for citizens and Council to better understand what the area could look like. A meeting will be held in April/May to hold discussion and gather citizen input on the project.

ADJOURNMENT

Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to adjourn the meeting, as there was no further business to come before the Council. All present voted in favor. Motion carried. The Fairmont City Council adjourned at 4:41 p.m.

ATTEST:

Lee C. Baarts, Mayor

Betsy Steuber, City Clerk



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 04/14/2025	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.1
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of an Event Permit for the Fairmont Lakes Foundation Inc. Spring Fishing Tournament		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve an Event Permit for the Fairmont Lakes Foundation Spring Fishing Tournament on May 17, 2025		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

The Fairmont Lakes Foundation has submitted an event permit to hold their annual Spring Fishing Tournament on May 17, 2025. The event will be based at Gomsrud Park, Fairmont.

BUDGET IMPACT

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: 4/3/25

Permit Fee: \$15.00

Event: Saturday May 17th 2025

Sponsoring entity: Fairmont Lakes Foundation Inc.

Address: P.O. Box 523 Fairmont MN 56031

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

Event coordinator(s): Jim Utermarck

Contact Info: 507-236-3942 Phone #

jutermarck@gmail.com E-mail

Primary contacts (during event):

Name: Jim Utermarck

Name: _____

Cell#: 507-236-3942

Cell#: _____

E-mail: jutermarck@gmail.com

E-mail: _____

Event Start: Day/Date Saturday May 17, 2025 Time: 6:30 am

Event End: Day/Date Saturday May 17 2025 Time: 1:00 pm

Setup: Day/Date Same day Start time: 6:30 End Time: 1:30 pm

Teardown: Day/Date Same day Start time: 1:30 pm End Time: 1:30 pm

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

FLF Inc annual SPRING Fishing Tournament at
Gonsrud Shelter house

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.

Gonsrud Shelter house, All fishermen will park
the vehicle & trailer in the gravel parking lot on the
East side of Gonsrud park -

No need for extra garbage cans or dry bags else.

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 Debra Delphure Date 4/7/2025 Title per Jim

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>4/3/25</u>	Received by: <u>BR</u>	<u>\$15</u> <u>ck#3540</u>
Requires Council Approval	<input checked="" type="checkbox"/> Yes; ____ No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

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



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 04/14/2025	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.2
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of an Event Permit for the Early Childhood Initiative Storybook Walk		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve an Event Permit for the Early Childhood Initiative Storybook Walk from July 1, 2025 to August 31, 2025		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

The Early Childhood Initiative has submitted an event permit to hold their annual Storybook Walk from July 1, 2025 to August 31, 2025. The Storybook Walk will be installed along the Cedar Creek Park trail.

BUDGET IMPACT

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: 4/1/2025

Permit Fee: \$15.00

Event: Storybook Walk

Sponsoring entity: Early Childhood Initiative (ECI)

Address: c/o Kaitlin Bormann 3613 Cedar Park Rd Fairmont MN 56501

Maximum estimated number of persons expected to attend at any one time: 10

Event coordinator(s): Kaitlin Bormann

Contact Info: 563-349-1343 Phone #

Kaitlin.bormann E-mail

Primary contacts (during event): @gmail.com

Name: Kaitlin Name: Michelle Rosen

Cell#: Cell#: 507-236-3083

E-mail: E-mail: mrosen@fairmont.k12.mn.us

Event Start: Day/Date July 1st (Tues) Time:

Event End: Day/Date August 31st (Sun) Time:

Setup: Day/Date June 30 Start time: End Time:

Teardown: Day/Date Sept 1 Start time: End Time:

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

ECI would like to host a storybook walk for young families again this summer. We would plan for a similar set-up as the past 2 years, setting up along the upper circle path at Cedar Creek Park. We would have a book during July, then a different book in August set up.

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.

We would plan for the same route, beginning near the hammock posts, continuing counter clockwise on about 12 posts next to trees. No other barricades, fencing, safety stations, etc are needed for this simple project.

3. Will outside drinking water or waste collection systems be supplied? ____ Yes; X 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; X No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? ____ Yes; X 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; X 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; X No
If yes, please describe: _____
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? ____ Yes; X 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; X 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 Kathleen Borman Title ECI Communications Coordinator Date 4-1-2025

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>4/2/25</u>	Received by: <u>AB</u>	#15-ck#5137
Requires Council Approval	<u>✓</u> Yes; ____ No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

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

by Kathleen Borman



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 04/14/2025	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.3
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of an Event Permit for the City of Fairmont Live Art Installation		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve an Event Permit for the City of Fairmont Live Art Installation on June 14, 2025		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

The City of Fairmont has submitted an event permit for a Live Art Installation on June 14, 2025, to be held in conjunction with Interlaken Heritage Days. The Art will be installed at Gomsrud Park.

BUDGET IMPACT

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: 6-14-25

Permit Fee: \$15.00

Event: Live Art Installation During Interlaken Heritage Days

Sponsoring entity: City of Fairmont

Address: 260 West Lair Road Maximum

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

Event coordinator(s): Hannah Neusch

Contact Info: 507-238-3953 Phone #

hneusch@fairmont.org E-mail

Primary contacts (during event):

Name: Same as above

Name _____

Cell#: _____

Cell# _____

E-mail: _____

E-mail: _____

Event Start: Day/Date Saturday, June 14, 2025 Time: 10am

Event End: Day/Date June 14, 2025 Time: 4pm

Setup: Day/Date None Start time: _____ End Time: _____

Teardown: Day/Date None Start time: _____ End Time: _____

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

Live water quality art installation during IDH near Gomsrud park.

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.

see Attached location diagram. Please note the request for barricades.

Gomsrud Park - surfboard playground

3. Will outside drinking water or waste collection systems be supplied? ____ Yes; __x__ 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; __x__ No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? ____ Yes; __x__ 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; __x__ 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; __x__ No
If yes, please describe: _____
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? ____ Yes; __x__ 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; __x__ 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 _____

Title _____

Date _____

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

\$15.00 Fee Paid <u>NA</u> <u>for event</u>		Office Use Only	
Requires Council Approval	<u>X</u> Yes; ____ No	Received by: <u>NA</u>	Council Meeting Date: _____
City Administrator Approval	Yes	No	Date _____

Permit distribution:

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



Hannah Neusch

Water Resources Technician

City of Fairmont

Call: (507) 238-3953

Text: (507) 432-6041

Office Hours 8am-4:30pm M-F

hneusch@fairmont.org



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 04/14/2025	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.4
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of an Application/Permit for a Large Outdoor Public Fireworks Display		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the Application/Permit for the Large Outdoor Public Fireworks Display by J & M Designs for July 4, 2025		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

J & M Displays are responsible for the large firework display on July 4, 2025. J & M Displays have been providing a lovely display for several years with no reported complaints or concerns.

Please note: The operator's Minnesota License has expired, but he is sitting for the exam in May, with a copy of his updated license to be submitted to the City. In the event of some unusual circumstance, the operator has conveyed a current licensed license holder agreed to serve as his backup.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Application/Permit

(FOR USE BY LOCAL JURISDICTIONS)

SAMPLE APPLICATION / PERMIT
OUTDOOR PUBLIC FIREWORKS DISPLAY

Applicant instructions:

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

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

Address of Applicant: 115 West 12th Street, Fairmont, MN 56031

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

Address of Agent: 4104 83rd Street, Urbandale, IA 50322

Telephone Number of Agent: 515.321.2761 Date of Display: 07/04/2025 Time of Display: 10:15 p.m.

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

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

Type and number of fireworks to be discharged: See Attached list of effects

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

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

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

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


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

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

3. Names and ages of all assistants that will be participating in the display.

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

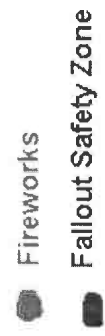
I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks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

Signature of Applicant (or Agent):  Date: April 1st, 2025

Signature of Fire Chief/County Sheriff: _____ Date: _____

Signature of Issuing Authority: _____ Date: _____

Fairmont MN - Fireworks Shoot Site Aerial Photo





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2025

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:														
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER B : AXIS Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER C : James River Insurance Company</td><td>12203</td></tr><tr><td>INSURER D : Arch Specialty Ins Co</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Denali Insurance Company	16044	INSURER B : AXIS Surplus Insurance Company	26620	INSURER C : James River Insurance Company	12203	INSURER D : Arch Specialty Ins Co		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 852681720**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		P0000004658	1/15/2025	1/15/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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GENERAL AGGREGATE	\$ 3,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SI8CA00033-251	1/15/2025	1/15/2026	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		UXP1057616-00	1/15/2025	1/15/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																			
AGGREGATE	\$ 4,000,000																			
	\$																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
B	Excess Liability #2		P-001-000063943-07	1/15/2025	1/15/2026	<table border="1"><tr><td>Each Occ/ Aggregate Total Limits</td><td>\$5,000,000 \$10,000,000</td></tr></table>	Each Occ/ Aggregate Total Limits	\$5,000,000 \$10,000,000												
Each Occ/ Aggregate Total Limits	\$5,000,000 \$10,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.

FIREWORKS DISPLAY DATE: July 4, 2025**RAIN DATE:** July 5, 2025**LOCATION OF EVENT:** City Park, Fairmont, Minnesota**ADD'L INSURED:** The City of Fairmont, Minnesota, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event.**CERTIFICATE HOLDER****CANCELLATION**

Light, Noise & Smoke of Fairmont (Fairmont Fireworks) ATTN: Sam Cress 115 West 12th Street Fairmont MN 56031 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

ATF Form 5400 (4-2000) 15 Part I
Revised September 2011

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

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License Permit Number 5-IA-057-50-4K-00054
Chief, Federal Explosives Licensing Center (FELC) <i>Mama Howard</i>	Expiration Date October 1, 2024
Name J & M DISPLAYS INC	

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

Type of License or Permit

50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives License (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

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

<i>James J. Oetken</i> Licensee/Permittee Responsible Person Signature	<i>C.F.O.</i> Position Title
<i>James J. Oetken</i> Printed Name	<i>8-10-2023</i> Date

Previous Edition is obsolete. J & M DISPLAYS INC 18064 170TH AVE YARMOUTH, IA 52660-9772 (Issued 1-2024) 50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400 (4-2000) 15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-1401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

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

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

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License Permit Name:	J & M DISPLAYS INC
Business Name:	
License Permit Number:	5-IA-057-50-4K-00054
License Permit Type:	50-MANUFACTURER OF EXPLOSIVES
Expiration:	October 1, 2024
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



PGI DISPLAY OPERATOR COURSE

Kelm Brueschke
Certified Display Operator

Valid through June 14 , 2027



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 04/14/2025	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.5
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of a Tobacco License and a License to Sell Edible Tetrahydrocannabinol Infused Products for CAPL Retail, LLC., dba Express Lane, at 407 E. Blue Earth Avenue		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the Tobacco License and the License to Sell Edible Tetrahydrocannabinol Infused Products for CAPL Retail, LLC., dba Express Lane, at 407 E. Blue Earth Avenue		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

CAPL Retail, LLC., dba Express Lane, will be acquiring and taking over the operation of the gas station/convenience store located at 407 E. Blue Earth Avenue, Fairmont. CAPL Retail, LLC. has applied for a Tobacco License and a License to Sell Edible Tetrahydrocannabinol (THC) Infused Products. The required applications, insurance documents and fees have been received along with a successful background check, as conducted by the Fairmont Police Department.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 04/14/2025	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.6
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of a 3.2% Off Sale License for CAPL Retail, LLC., dba Express Lane, at 407 E. Blue Earth Avenue		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the 3.2% Off Sale License for CAPL Retail, LLC., dba Express Lane, at 407 E. Blue Earth Avenue		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

CAPL Retail, LLC., dba Express Lane, will be acquiring and taking over the operation of the gas station/convenience store located at 407 E. Blue Earth Avenue, Fairmont. CAPL Retail, LLC. has applied for a 3.2% Off Sale License. The required applications, insurance documents and fees have been received along with a successful background check, as conducted by the Fairmont Police Department.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Lee Steinkamp, Airport Manager	Meeting Date: 04/14/2025	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.7
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration to Purchase a Zero Turn Mower for the Municipal Airport thru a MNDOT Aeronautics Equipment Grant/Resolution 2025-15		
Presented by: Lee Steinkamp, Airport Manager	Action Requested: Motion to Approve the MNDOT State Airports Fund Equipment Grant Agreement/Resolution 2025-15 for Contract No 1059706 to Purchase a John Deere Zero Turn Mower and Declare Current Unit as Surplus		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation: Approval		

PREVIOUS COUNCIL ACTION

Approved in 2025 Budget

REFERENCE AND BACKGROUND

A need for a new zero turn mower was identified in the 2025 budget. MNDOT Aeronautics has a grant program for the purchase of airport maintenance equipment. The grant will be a 70% state and 30% local cost share. The pricing is from Sourcewell Grounds Maintenance agreement through the State of Minnesota. The current mower is approximately 20-25 years old and will be auctioned off.

Total cost of Equipment \$13,746.04

State share 70% - \$9,622.23

Local share 30% - \$4,123.81

BUDGET IMPACT

\$4,123.81 from the 2025 budget

SUPPORTING DATA/ATTACHMENTS

Equipment grant agreement, resolution, quotes, cost breakdowns

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

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and The City of Fairmont, acting through its City Council, 100 Downtown Plaza, Fairmont, MN 56031 Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport equipment project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

AGREEMENT TERMS

- 1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
 - 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to order the equipment.
 - 1.2 **Expiration Date.** This agreement will expire on June 30, 2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.
 - 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **A4601-62**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 1.5 **Exhibits.** Exhibit "**A**" - Grant Request Letter; Exhibit "**B**" - Credit Application, and Exhibit "**C**" - Cost split, are attached and incorporated into this Agreement.
- 2 **Grantee's Duties**
 - 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
 - 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).
 - 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
 - 2.4 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this

Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

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

4 Cost and Payment

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

<u>Item Description</u>	<u>State Share</u>	<u>Grantee Share</u>
Purchase new John Deere Z960M Zero Turn Mower (\$13,746.04)	70% (\$9,622.23)	30% (\$4,123.81)

State:	<u>\$9,622.23</u>
Grantee:	<u>\$4,123.81</u>

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

4.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$9,622.23.

4.4 Payment

4.4.1 **Invoices.** Grantee will submit invoices for payment by electronic e-mail. Exhibit B, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and upon completion of the services.

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

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

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

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

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

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

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

closeout.

4.4.6 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverable to the State after the final payment due under this Agreement is made by the State: (1) Photos of each piece of equipment purchased with the Minnesota Department of Transportation, Office of Aeronautics sticker attached.

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658 or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Lee Steinkamp, Airport Manager

Phone (507) 848-4164 lsteinkamp@fairmont.org

City of Fairmont

100 Downtown Plaza

Fairmont, MN 56031

Or their successor.

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

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

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

10.2.2 Obligations

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

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at

State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination; Suspension

14.1 Termination. The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Blank**
- 20 **Additional Provisions**
Notwithstanding section 2.4 of this agreement, if and/or when the state-funded equipment purchased under this agreement is sold or traded in, Grantee must notify State's Authorized Representative and State will be entitled to recapture its share of the sale proceeds. State's share of the proceeds will be equivalent to the percentage of State's participation in the purchase of the equipment.

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

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION, as delegated

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT, for form and execution

By: _____

Date: _____



Phone (507)238-9461

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

Fax (507)238-9469

February 25, 2025

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

Re: MNDOT Aeronautics Equipment Grant SFY2025

Mr. Bourassa:

The City of Fairmont requests an Equipment Grant from the MNDOT Office of Aeronautics to purchase a Zero Turn Mower.

The total cost of the equipment will be \$13,764.04. The cost split will be \$9,622.23 (state funded) and \$4,123.81 (local funded).

Included is the following documentation to support the grant application:

1. A cost split form
2. A quote from the dealer with cost breakdowns

Please contact me at 507-848-4164 with any questions.

Sincerely,

City of Fairmont

Lee Steinkamp
Fairmont Airport Manager

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

For period beginning _____, 20____; ending _____, 20____.

***FINAL/PARTIAL (CIRCLE ONE)**

Title	Author	Year	Journal	Volume	Page
1. The Effect of the 1997 Asian Financial Crisis on the U.S. Economy	John H. Coatsworth	1998	Journal of Economic Surveys	12	1-24
2. The Impact of the 1997 Asian Financial Crisis on the U.S. Economy	John H. Coatsworth	1998	Journal of Economic Surveys	12	25-44
3. The Effect of the 1997 Asian Financial Crisis on the U.S. Economy	John H. Coatsworth	1998	Journal of Economic Surveys	12	45-64
4. The Impact of the 1997 Asian Financial Crisis on the U.S. Economy	John H. Coatsworth	1998	Journal of Economic Surveys	12	65-84
5. The Effect of the 1997 Asian Financial Crisis on the U.S. Economy	John H. Coatsworth	1998	Journal of Economic Surveys	12	85-104
6. The Impact of the 1997 Asian Financial Crisis on the U.S. Economy	John H. Coatsworth	1998	Journal of Economic Surveys	12	105-124
7. The Effect of the 1997 Asian Financial Crisis on the U.S. Economy	John H. Coatsworth	1998	Journal of Economic Surveys	12	125-144
8. The Impact of the 1997 Asian Financial Crisis on the U.S. Economy	John H. Coatsworth	1998	Journal of Economic Surveys	12	145-164
9. The Effect of the 1997 Asian Financial Crisis on the U.S. Economy	John H. Coatsworth	1998	Journal of Economic Surveys	12	165-184
10. The Impact of the 1997 Asian Financial Crisis on the U.S. Economy	John H. Coatsworth	1998	Journal of Economic Surveys	12	185-204

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "C"

Airport: Fairmont Municipal
 Ident: FRM
 Sponsor: City of Fairmont
 State Project:
 State Agreement #:
 Description: Aeronautics Equipment Grant, Zero Turn Mower
 Version Date: 2/26/2025

Equipment	Description	Total	State Funding Rate	State	Local
	John Deere Z960M Ztrak Mower		0%	\$ -	\$ -
	Zero Turn Mower	\$ -	0%	\$ -	\$ -
		\$ 13,746.04	70%	\$ 9,622.23	\$ 4,123.81
Equipment SUBTOTAL		\$ 13,746.04		\$ 9,622.23	\$ 4,123.81
Grant Amounts		\$ 13,746.04		\$ 9,622.23	\$ 4,123.81
Grant Percentages		100.00%		70.00%	30.00%

RESOLUTION 2025-15

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

It is resolved by the **City of Fairmont** as follows:

1. That the state of Minnesota Agreement No. **1059706**,

"Grant Agreement for Airport Improvement Excluding Land Acquisition," for

State Project No. **A4601-62** at the **Fairmont Municipal Airport** is accepted.

2. That the _____ and _____ are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the

City of Fairmont.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

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

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



JOHN DEERE



Selling Equipment

Quote Id: 32119136

Customer Name: CITY OF FAIRMONT

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

C & B Operations, LLC
325 S Highway 15
Truman, MN 56088
US

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

C & B Operations, LLC
325 S Highway 15
Truman, MN 56088
507-776-2551
neworders@deerequipment.com

JOHN DEERE Z960M ZTrak

Hours:

Stock Number:

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT
CG 76)

Selling Price *
\$ 13,746.04

Price Effective Date: December 17, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2234TC	Z960M ZTrak	1	\$ 15,809.00	23.00	\$ 3,636.07	\$ 12,172.93	\$ 12,172.93
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 1,448.00	23.00	\$ 333.04	\$ 1,114.96	\$ 1,114.96
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 595.00	23.00	\$ 136.85	\$ 458.15	\$ 458.15
Standard Options Total			\$ 2,043.00		\$ 469.89	\$ 1,573.11	\$ 1,573.11
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 17,852.00		\$ 4,105.96	\$ 13,746.04	\$ 13,746.04



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

C & B Operations, LLC
325 S Highway 15
Truman, MN 56088
US

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

C & B Operations, LLC
325 S Highway 15
Truman, MN 56088
507-776-2551
neworders@deerequipment.com

Quote Summary

Prepared For:

Nick Lardy
CITY OF FAIRMONT
Nick Lardy
411 E MARGARET ST
FAIRMONT, MN 56031

Delivering Dealer:

C & B Operations, LLC
Franki Pearson
325 S Highway 15
Truman, MN 56088
Phone: 507-776-2551
Mobile: 507-236-4728
pearsonf@cbequipment.com

Quote ID: 32119136

Created On: 17 December 2024

Last Modified On: 18 December 2024

Expiration Date: 16 January 2025

Equipment Summary

Selling Price

Qty

Extended

JOHN DEERE Z960M ZTrak

\$ 13,746.04 X

1 =

\$ 13,746.04

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)

Price Effective Date: December 17, 2024

Equipment Total

\$ 13,746.04

Quote Summary

Equipment Total

\$ 13,746.04

Trade In

SubTotal

\$ 13,746.04

Total

\$ 13,746.04

Balance Due

\$ 13,746.04

Salesperson : X _____

Accepted By : X _____

Confidential

February 4, 2025

Lee Steinkamp
Airport Manager-Fairmont

Dear Lee Steinkamp,

The Minnesota Department of Transportation Aeronautics Office has completed its review and prioritization of Equipment requests for State Fiscal Year 2025 funding from the recent solicitation period.

I am pleased to inform you that: The **Zero Turn Mower** request, for an estimated total cost of **\$13,746.04** as identified in your State Fiscal Year (SFY) 2025 Equipment Solicitation Request, has been selected to receive a State Grant Offer. MnDOT will execute a Grant Contract under the following conditions:

- These funds have been identified for the equipment identified in this letter and cannot be applied toward another project or piece of equipment at your airport.
- The funds are available to execute the grant during State Fiscal Year 2025 (July 1, 2024 through June 30, 2025). To improve the use of State Airports funds, **we are requiring a complete grant request by March 31, 2025**. If you are not able to make this March 31st deadline, you must work with your Regional Engineer to schedule a submittal date that works for you. If a grant request cannot be submitted by March 31st, or an extended submittal date cannot be agreed upon, you will forfeit the offer and the funds will go back into the State Airports Funds.
- If you plan to move forward with this equipment acquisition project, the following are required by email for a complete grant request:
 - A Grant Request Letter stating the project/funding requested and on sponsor letterhead.
 - A Cost Split detailing the costs of the project in an Excel File that can be found on the MnDOT Aero website: <http://www.dot.state.mn.us/aero/airportdevelopment/forms.html>
 - A quote for the equipment with a cost breakdown of the equipment including all attachments.
 - If you are trading in equipment previously purchased with a State Grant, please provide us the details of the trade-in.
 - We will reach out if further explanation or documentation is needed.
- Once these documents are received and approved, MnDOT will encumber funds and a grant contract will be sent to you for signature. No reimbursement can be made until a fully executed (signed) Grant Contract has been completed. And equipment costs cannot be reimbursed if costs are incurred before the grant is executed by the State.
- Reminder about equipment grants:
 - Equipment grants will not be amended once the grant has been executed.
 - Add-on warranties are not eligible costs for equipment grants.
 - Administration costs (including consultant services) are not eligible for equipment grants.
 - Equipment purchased with this funding is for airport use only.
 - Maximum of \$200,000 state funds per piece of equipment.

Please communicate with me at your convenience if you wish to proceed with the project, but no later than February 28, 2025. If you no longer wish to pursue funding for the identified project in State Fiscal Year 2025, please notify me as soon as possible. Below is a summary of the deadlines outlined above:

1. February 28th, 2025 – respond to this letter and communicate intent to pursue this equipment grant.
2. March 31st, 2025 or approved extended submittal date – submit complete grant request documents to Regional Engineer.
3. April 1st, 2025 – selected equipment that have not met deadlines 1 and 2 will forgo the funds back to the State Airport Fund.

Let me know if any questions or concerns.

Sincerely,

Luke Bourassa
luke.bourassa@state.mn.us



STAFF MEMO

Prepared by: Michael Hunter, Chief of Police	Meeting Date: 04/14/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.1
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of the Fairmont Police Department Body Worn Camera (BWC) Audit, dated March 27, 2025		
Presented by: Michael Hunter, Chief of Police	Action Requested: Motion to Approve the Body Worn Camera Audit, as Presented, and Direct Staff to Submit the Audit Report to the State of Minnesota Legislative Commission on Data Practices and Personal Data Privacy		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

Approval of BWC Audit on March 8, 2021 for August 1, 2018 through August 30, 2020
Approval of BWC Audit on February 27, 2023 for August 1, 2020 through August 31, 2022

REFERENCE AND BACKGROUND

The Fairmont Police Department was one of the first agencies in southern Minnesota to deploy body cameras on patrol with our officers. The program started with body cameras in use by officers on August 1, 2018. Under Minnesota State Statutes § 13.825, subd. 9, agencies who utilize body cameras must complete an audit every two years. The audit is to be presented to City Council.

The audit was initiated on August 13, 2024 and concluded with the written report dated March 27, 2025. The time frame for the audit was September 1, 2022 through July 31, 2024. One discrepancy was noted in the audit. Minnesota Statutes § 626.87, subd. 3(b)(3) had some language updated by the State in 2023 and needed to be referenced in our Department Policy. The language is regarding body camera use by officers working under the direction of another law enforcement agency or assisting a federal agency. It has since been updated to reflect the change in statute.

BUDGET IMPACT

\$1,000 cost to outside auditor Lynn Lembcke Consulting for conducting the audit

SUPPORTING DATA/ATTACHMENTS

Letter to the City Council from Chief Hunter
Copy of the Body Worn Camera Report dated March 27, 2025
Copy of Minnesota Statutes § 626.8743
Copy of Updated Fairmont Police Policy 434



Police Department

April 3, 2025

Fairmont City Council

Ref: Fairmont Police Body Camera Audit

Good Evening Mayor and Council,

In accordance with MN 13.825 Sub 9(c), please accept our bi-annual audit for the Fairmont Police Department's Body Worn Camera Program included with this correspondence. The audit covers the time frame September 1, 2022 through July 31, 2024. The audit was conducted by Lynn Lembcke Consulting starting August 13, 2024 and was completed March 27, 2025. In accordance with Minnesota Statute 13.825 Sub 9, upon review and approval by the City Council, the report is then submitted to the State of Minnesota Legislative Commission on Data Practices and Personal Data.

The audit shows one discrepancy that we addressed as a result of the audit. Language in Minnesota State Statute 626.8743 Sub 3(b)(3) was updated during 2023 and needed to be referenced in our policy. The language was regarding the use of body cameras by our officers working under the direction of another law enforcement agency or assisting a federal agency. It has since been updated to reflect that change in statute.

I greatly appreciate your support of our body worn camera program for the Fairmont Police Department. They have been a great tool to provide objective documentation of our calls for service and transparency in policing for our community.

Please feel free to contact me if there are any issues or questions about the audit or our body worn camera program.

Respectfully,

A handwritten signature in blue ink, appearing to read "MH", with a long horizontal flourish extending to the right.

Michael Hunter V37
Chief of Police
Fairmont Police Department
mhunter@fairmont.org
507-238-3178

INDEPENDENT AUDIT REPORT

Chief Michael Hunter
Fairmont Police Department
201 Lake Ave., Suite 199
Fairmont, MN 56031

Dear Chief Hunter:

An independent audit of Fairmont Police Department's Portable Recording System (body-worn cameras (BWCs)) was conducted on August 13, 2024. The objective of the audit was to verify Fairmont Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

Fairmont Police Department is located in Martin County, Minnesota, and employs eighteen (18) peace officers. Fairmont Police Department utilizes WatchGuard body-worn cameras and Evidence Library management software. BWC data is stored on a local file server hosted by Martin County. The audit covers the time period September 1, 2022, through July 31, 2024.

Audit Requirement: Data Classification

Determine if the data collected by BWCs are appropriately classified.

BWC data is presumptively private. All data collected by Fairmont Police Department during the audit period, is classified as private or nonpublic data. Fairmont Police Department had no instances of the discharge of a firearm by a peace officer in the course of duty, use of force by a peace officer that resulted in substantial bodily harm, requests from data subjects for the data to be made accessible to the public or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine if the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

Fairmont Police Department utilizes the City of Fairmont Records Retention Schedule and agency specified retention periods in WatchGuard. At the conclusion of a BWC recording, a WatchGuard category type is assigned. Each category type has an associated retention period. Upon reaching the retention date, data is systematically deleted. Active BWC data is accessible in the WatchGuard Evidence Library.

Server log reports consisting of BWC data collected and deleted during the audit period were produced. Records from the server log report were selected and the record date was verified against the purge date. All records were retained purged in compliance with the records retention schedule and were maintained for at least the minimum ninety (90) days required by statute.

Active BWC data is accessible in the WatchGuard Evidence Library. The server log maintains a listing of all active and deleted BWC data with associated meta data.

Fairmont Police Department has received no requests from data subjects to retain BWC data beyond the applicable retention period.

Records staff monitor proper categorization of BWC data to ensure data are appropriately retained and destroyed.

No discrepancies noted.

Audit Requirement: Access by Data Subjects

Determine if individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available to data subjects and access may be requested by submission of a Fairmont Police Department Data Request Form. During the audit period, Fairmont Police Department had received no requests to view but did receive and fulfill requests for copies of BWC data from data subjects. Data subjects who had not consented to the release of data were redacted. The data request is documented in the records management system and a copy of the request form is retained.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the

policies and procedures for use of portable recording systems by required by section 626.8473; and the total amount of recorded audio and video collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and if the data are available to the public.

Fairmont Police Department's BWC inventory consists of sixteen (16) devices. Device inventory is maintained in a Microsoft Word document.

Fairmont Police Department's BWC policy that governs the use of portable recording systems by peace officers while in the performance of their duties. The policy requires officers to ensure their recorder is in good working order. If the recorder is not in good working order, or the officer becomes aware of a malfunction at any time, they are required to promptly report the failure to their supervisor and obtain a functioning device as soon as reasonably practicable.

Peace officers were trained on the use of the BWC system by a WatchGuard trainer during implementation. Newly hired officers are trained as part of their field training program.

Officers working on randomly selected dates were verified against the server log reports and confirmed that BWCs are being deployed and officers are wearing and activating their BWCs.

The total amount of active data is accessible in the WatchGuard Evidence Library. Total amount of active and deleted data is documented in the server log reports.

Fairmont Police Department utilizes the City of Fairmont Records Retention Schedule and agency specified retention in WatchGuard. BWC video is fully deleted from server upon reaching its scheduled deletion date. Meta data information is maintained on the server. BWC data is available upon request, and access may be requested by submission of a data request form.

No discrepancies noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

Fairmont Police Department's BWC policy states that officers are prohibited from using personally owned recording devices while on duty without the express consent of the Chief of Police or designee.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of

portable recording systems and in maintaining portable recording system data.

Supervisor and the Chief of Police conduct reviews of BWC data to ensure BWCs are being utilized in compliance with policy.

Nonpublic data is only available to persons whose work assignment reasonably requires access to the data. User access to BWC data is managed by the assignment of group roles and permissions in WatchGuard. Permissions are based on staff work assignments. Roles and permissions are administered by IT under the direction of the police captain. Access to BWC data is captured in the audit trail. Access to Evidence Library is password protected and requires dual authentication.

The BWC policy governs access to BWC data. Authorized users may access BWC data pursuant to lawful process and in accordance with policy, statute, and the Minnesota Data Practices Act. Access to data is captured in the audit log. The BWC policy states that any member who accesses or releases recordings without authorization may be subject to discipline.

When BWC data is deleted from WatchGuard, its contents cannot be determined. Fairmont Police Department and Martin County have had no security breaches. A BCA CJIS security audit was in process at the time of this audit.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if nonpublic BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The BWC and the Records Maintenance and Release policies govern the sharing of BWC data. BWC data may be shared with other agencies and governmental entities pursuant to lawful process and in accordance with policy, statute, and the Minnesota Data Practices Act. Sharing of data is documented in iCrimeFighter software.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

WatchGuard Evidence Library and the server log reports document the date and time portable recording system data was collected and deleted. All BWC data collected during the audit period is classified as private or nonpublic data. The audit log, the records management system, and iCrimeFighter software document how the data are used and shared.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

Fairmont Police Department's BWC data is stored on a local file server hosted by Martin County. The server is located in a secure area, and access to the server is password protected.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

Fairmont Police Department solicited for public comment on the agency's website. The public was invited to provide public comment by online questionnaire, by mail, email or telephone. Fairmont City Council held a public hearing at their October 9, 2017, meeting. The body worn camera program was fully implemented August 1, 2018.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been established and is enforced.

Fairmont Police Department's BWC policy is posted on the agency website. The policy was compared to the requirements of Minn. Stat. § 626.8473. The policy includes all minimum requirements of Minn. Stat. § 626.847, Subd. 3(b) with the exception of Subd. 3(b) (3).

Discrepancy noted.

This report was prepared exclusively for the City of Fairmont and Fairmont Police Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: March 27, 2025

Lynn Lembcke Consulting



Lynn Lembcke

Office of the Revisor of Statutes

Office of the Revisor of Statutes

2024 Minnesota Statutes

[Authenticate](#)  [PDF](#)

626.8473 PORTABLE RECORDING SYSTEMS ADOPTION; WRITTEN POLICY REQUIRED.

Subdivision 1. **Definition.** As used in this section, "portable recording system" has the meaning provided in section [13.825, subdivision 1](#).

Subd. 2. **Public comment.** A local law enforcement agency must provide an opportunity for public comment before it purchases or implements a portable recording system. At a minimum, the agency must accept public comments submitted electronically or by mail, and the governing body with jurisdiction over the budget of the law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.

Subd. 3. **Written policies and procedures required.** (a) The chief officer of every state and local law enforcement agency that uses or proposes to use a portable recording system must establish and enforce a written policy governing its use. In developing and adopting the policy, the law enforcement agency must provide for public comment and input as provided in subdivision 2. Use of a portable recording system without adoption of a written policy meeting the requirements of this section is prohibited. The written policy must be posted on the agency's website, if the agency has a website.

(b) At a minimum, the written policy must incorporate and require compliance with the following:

(1) the requirements of section [13.825](#) and other data classifications, access procedures, retention policies, and data security safeguards that, at a minimum, meet the requirements of chapter 13 and other applicable law. The policy must prohibit altering, erasing, or destroying any recording made with a peace officer's portable recording system or data and metadata related to the recording prior to the expiration of the applicable retention period under section [13.825, subdivision 3](#), except that the full, unedited, and unredacted recording of a peace officer using deadly force must be maintained indefinitely;

(2) mandate that a portable recording system be worn at or above the mid-line of the waist in a position that maximizes the recording system's capacity to record video footage of the officer's activities;

(3) mandate that officers assigned a portable recording system wear and operate the system in compliance with the agency's policy adopted under this section while performing law enforcement activities under the command and control of another chief law enforcement officer or federal law enforcement official;

(4) mandate that, notwithstanding any law to the contrary, when an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency must allow the following individuals, upon their request, to inspect all portable recording system data, redacted no more than what is required by law, documenting the incident within five days of the request, except as otherwise provided in this clause and clause (5):

(i) the deceased individual's next of kin;

(ii) the legal representative of the deceased individual's next of kin; and

(iii) the other parent of the deceased individual's child.

A law enforcement agency may deny a request if the agency determines that there is a compelling reason that inspection would interfere with an active investigation. If the agency denies access, the chief law enforcement officer must provide a prompt, written denial to the individual who requested the data with a short description of the compelling reason access was denied and must provide notice that relief may be sought from the district court pursuant to section [13.82, subdivision 7](#);

(5) mandate that, when an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency shall release all portable recording system data, redacted no more than what is required by law, documenting the incident no later than 14 days after the incident, unless the chief law enforcement officer asserts in writing that the public classification would interfere with an ongoing investigation, in which case the data remain classified by section [13.82, subdivision 7](#);

(6) procedures for testing the portable recording system to ensure adequate functioning;

(7) procedures to address a system malfunction or failure, including requirements for documentation by the officer using the system at the time of a malfunction or failure;

(8) circumstances under which recording is mandatory, prohibited, or at the discretion of the officer using the system;

(9) circumstances under which a data subject must be given notice of a recording;

(10) circumstances under which a recording may be ended while an investigation, response, or incident is ongoing;

(11) procedures for the secure storage of portable recording system data and the creation of backup copies of the data; and

(12) procedures to ensure compliance and address violations of the policy, which must include, at a minimum, supervisory or internal audits and reviews, and the employee discipline standards for unauthorized access to data contained in section [13.09](#).

(c) The board has authority to inspect state and local law enforcement agency policies to ensure compliance with this section. The board may conduct this inspection based upon a complaint it receives about a particular agency or through a random selection process. The board may impose licensing sanctions and seek injunctive relief under section [214.11](#) for an agency's or licensee's failure to comply with this section.

History: [2016 c 171 s 6](#); [2023 c 52 art 10 s 19](#)

Official Publication of the State of Minnesota
Revisor of Statutes

Body-Worn Cameras

434.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the use of a body-worn camera (BWC) by members of this department and for the access, use, and retention of department BWC media (Minn. Stat. § 626.8473).

The provisions of this policy, including notice, documentation, access, and retention, also apply to other portable audio/video recording devices used by members, where applicable.

This policy does not apply to undercover operations, wiretaps, or eavesdropping (concealed listening devices).

434.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - To place a BWC in active mode (also called event mode). In active mode, the BWC records both video and audio.

BWC media - The video, audio, and images captured by department BWCs and the associated metadata.

BWC media systems - Any software, including web-based programs and mobile applications, used by the Department to upload/download, store, view, transfer, and otherwise maintain BWC media.

Deactivate - To place a BWC in buffering mode (also called ready or pre-event mode). In buffering mode, the BWC records video (without audio) in short, predetermined intervals that are retained only temporarily. However, when a BWC is activated, the interval recorded immediately prior to activation is then stored as part of the BWC media. Deactivate does not mean powering off the BWC.

Event - A general term referring to a set of circumstances that may, but does not necessarily, correlate directly to a single public safety incident.

434.2 POLICY

It is the policy of the Department to use BWCs and BWC media for evidence collection and to accurately document events in a way that promotes member safety and department accountability and transparency while also protecting the privacy of members of the public.

434.3 RESPONSIBILITIES

434.3.1 BWC COORDINATOR RESPONSIBILITIES

The Chief of Police or the authorized designee should delegate certain responsibilities to a BWC coordinator (Minn. Stat. § 13.825; Minn. Stat. § 626.8473).

The responsibilities of the coordinator include:

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- (a) Serving as a liaison between the Department and the BWC manufacturer/distributor and any third-party media storage vendor.
- (b) Developing inventory and documentation procedures for issuing and tracking BWC equipment, including properly marking BWCs as property of the Department, recording the date each BWC is placed into or taken out of service, and maintaining the following information:
 - 1. The total number of devices owned or maintained by the Fairmont Police Department
 - 2. The daily record of the total number deployed and used by members and, if applicable, the precinct or district in which the devices were used
 - 3. The total amount of recorded audio and video data collected by the BWC media systems and maintained by the Fairmont Police Department
- (c) Assisting with troubleshooting and maintenance of BWC equipment and media systems and, when necessary, coordinating the repair or replacement of BWCs.
 - 1. All equipment and system malfunctions and their resolutions should be documented, and maintenance and repair records should be maintained for all BWCs.
- (d) Managing BWC media systems so that:
 - 1. Access is limited to the minimum necessary authorized users and user privileges are restricted to those necessary for the member to conduct assigned department duties.
 - 2. Security requirements, such as two-factor authentication and appropriate password parameters, are in place for user credentials.
 - 3. Procedures include a process to obtain written authorization for access to non-public data by FPD members and members of other governmental entities and agencies.
- (e) Configuring BWC media systems, or developing manual procedures, so that media is appropriately categorized and retained according to the event type tagged by members.
- (f) Retaining audit logs or records of all access, alteration, and deletion of BWC media and media systems, and conducting periodic audits to ensure compliance with applicable laws, regulations, and department policy.
- (g) Developing and updating BWC training for members who are assigned a BWC or given access to BWC media systems.
- (h) Coordinating with the community relations coordinator to (see the Community Relations Policy):
 - 1. Provide the public with notice of the department's use of BWCs (e.g., posting on the department website or social media pages).
 - 2. Gain insight into community expectations regarding BWC use.

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- (i) Coordinating with the Captain to (see the Records Section, Records Maintenance and Release, and Protected Information policies):
 - 1. Determine and apply proper retention periods to BWC media (e.g., firearm discharges, certain use of force incidents, formal complaints).
 - 2. Develop procedures for the appropriate release of BWC media.
 - 3. Ensure procedures comply with the requirements of the Minnesota Government Data Practices Act and other applicable laws (Minn. Stat. § 13.01 et seq.).
- (j) Coordinating with the Property and Evidence Section to develop procedures for the transfer, storage, and backup of evidentiary BWC media (see the Property and Evidence Section Policy).
- (k) Preparing the biennial audit required by Minn. Stat. § 13.825, Subd. 9.
- (l) Notifying the Bureau of Criminal Apprehension (BCA) in a timely manner when new equipment is obtained by the Fairmont Police Department that expands the type or scope of surveillance capabilities of the department's portable recorders.

434.3.2 MEMBER RESPONSIBILITIES

Every member issued a BWC is responsible for its proper use, safekeeping, and maintenance.

At the beginning of each shift or period of BWC use, the member should inspect their assigned BWC to confirm it is charged and in good working order. As part of the inspection, the member should perform a function test by activating the BWC and recording a brief video stating their name, identification number, assignment, and the date and time (Minn. Stat. § 13.825; Minn. Stat. § 626.8473).

Members shall wear their assigned BWC on their outermost garment positioned at or above the mid-line of the waist (Minn. Stat. § 626.8473). Members are responsible for ensuring there are no obstructions and that the BWC remains in a position suitable for recording.

When a BWC is not in the physical possession of the member to which it is assigned, it should be placed on the charging dock and stored in a secure location.

Members shall report any malfunction or damage to the BWC coordinator or on-duty supervisor as soon as practicable and, if possible, obtain a functioning BWC to use either temporarily while repairs are being made to the member's BWC or as a permanent replacement (Minn. Stat. § 626.8473).

Members shall comply with this policy's provisions while performing law enforcement activities under the command and control of another law enforcement agency or federal law enforcement official (Minn. Stat. § 626.8473).

434.4 BWC USE

The following guidelines apply to the use of BWCs:

- (a) Only department-issued BWCs should be used without the express consent of the Chief of Police or the authorized designee (Minn. Stat. § 13.825).

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- (b) BWCs should only be used by the member or members to whom it was issued unless otherwise authorized by a supervisor.
- (c) The use of department-issued BWCs shall be strictly limited to department-related activities.
- (d) Members shall not use BWCs or BWC media systems for which they have not received prior authorization and appropriate training.
- (e) Members shall immediately report unauthorized access or use of BWCs or BWC media systems by another member to their supervisor or the Chief of Police.

434.4.1 PROHIBITIONS

BWCs should not be used to record:

- (a) Routine administrative activities of the Department that do not involve interactions with the public. Care should be taken to avoid incidentally recording confidential documents that the Department has a duty to keep secure (i.e., criminal justice information).
- (b) Areas within the department facilities where members have a reasonable expectation of privacy (e.g., locker rooms or dressing areas, breakrooms) unless responding to a call for service or conducting an investigation.
- (c) Conversations of other members without their knowledge.
- (d) When a member is taking an authorized break or otherwise engaged in personal activities.
- (e) In a courtroom unless responding to a call for service or emergency situation.
- (f) Interactions with undercover officers or confidential informants.
- (g) Strip searches.

BWCs shall not be used for the purpose of embarrassment, harassment, or ridicule of any individual or group.

434.5 ACTIVATION OF BWC

Members should activate their BWC during all calls for service and the performance of law enforcement-related functions. Members are not required to activate their BWC during casual or informal contacts with members of the public that are not part of or related to law enforcement functions. However, members should activate their BWC any time a contact with an individual becomes hostile or adversarial.

Unless otherwise authorized by this policy or approved by a supervisor, BWCs should remain activated until the call for service or law enforcement-related function has concluded. A member may cease recording if they are simply waiting for a tow truck or a family member to arrive, or in other similar situations.

At no time is a member expected to jeopardize their safety to activate their BWC. However, the BWC should be activated as soon as reasonably practicable in required situations.

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If a member attempts to activate their BWC but the BWC fails to record an event, the member should notify their supervisor as soon as practicable.

434.5.1 NOTICE OF RECORDING

Unless otherwise approved based on unique circumstances, a member should wear the BWC in a manner that is conspicuous and shall answer truthfully if asked whether they are equipped with a BWC or if their BWC is activated.

434.5.2 PRIVACY CONSIDERATIONS

Members should remain sensitive to the dignity of individuals being recorded and should exercise sound discretion with respect to privacy concerns.

When responding to a place where individuals have an expectation of privacy (e.g., private residences, medical or mental health facilities, restrooms) or to a sensitive situation (e.g., individuals partially or fully unclothed), members are permitted to mute or deactivate their BWC if it reasonably appears that the privacy concern outweighs any legitimate department interest in recording the event. Members may also mute or deactivate their BWC:

- (a) To protect the privacy of a victim or witness.
- (b) When an individual wishes to provide information anonymously.
- (c) To avoid recording a confidential informant or undercover officer.
- (d) When discussing case tactics or strategy.
- (e) During private conversations with other members or emergency responders.

Members should choose to mute rather than deactivate BWCs when practicable. Deactivation should only be used when muting the BWC will not accomplish the level of privacy necessary for the situation.

Before muting or deactivating their BWC, the member should verbally narrate the reason on the recording. As soon as possible once the privacy concern is no longer an issue, or when circumstances change so that the privacy concern no longer outweighs the department's interest in recording the event (e.g., the individual becomes combative, the conversation ends), the member should unmute or reactivate their BWC and verbally note that recording has resumed.

434.5.3 LIVESTREAMING

Livestreaming enables authorized individuals to remotely view the audio and video captured by a member's BWC in real time. Only supervisors and dispatchers approved by the Chief of Police or the authorized designee shall have access to livestreaming capabilities.

Livestreaming should only be activated:

- (a) For purposes of member safety when the member is not responding to their radio or there is some other indication of distress.
- (b) To assist with situational awareness or tactical decisions during a significant incident.
- (c) When requested by the member.

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434.5.4 DOCUMENTATION

Members are encouraged to provide narration while using a BWC when it would be useful to provide context or clarification of the events being recorded. However, the use of a BWC is not a replacement for written reports and should not be referred to in a written report in place of detailing the event.

Every report prepared by a member who is issued a BWC should state "BWC available" or "BWC unavailable," as applicable, and should document:

- (a) To the extent practicable and relevant, the identity of individuals appearing in the BWC media.
- (b) An explanation of why BWC media is unavailable including any malfunction, damage, or battery issue that resulted in the failure of the BWC to capture all or part of the event.
- (c) Any exigency or other circumstances that prevented the member from immediately activating the recording at the beginning of the event.
- (d) Any period of the event in which the member deactivated or muted their BWC and the reason for such action.
- (e) If livestreaming was activated during the event, the reason for livestreaming and the members who communicated or participated in the event through BWC livestreaming.

434.6 UPLOADING BWC MEDIA

Unless otherwise authorized by a supervisor, all media from a member's BWC should be properly uploaded and tagged before the end of their shift. BWC media related to a serious or high-profile event (e.g., search for a missing child, active shooter situation) should be uploaded and tagged as soon as practicable upon returning to the Department.

Following an officer involved shooting or death or other event deemed necessary, a supervisor should take possession of the BWC for each member present and upload and tag the BWC media.

434.6.1 TAGGING BWC MEDIA

Members should tag all media captured by their BWC with their name and/or identification number, the case or incident number, and the event type. BWC media should be tagged upon uploading or, if capabilities permit tagging in the field, as close to the time of the event as possible. If more than one event type applies to BWC media, it should be tagged with each event type. If BWC media can only be tagged with a single event type, the media should be tagged using the event type with the longest retention period.

BWC media depicting sensitive circumstances or events should be tagged as restricted. BWC media should be flagged for supervisor review when it pertains to a significant event such as:

- (a) An incident that is the basis of a formal or informal complaint or is likely to result in a complaint.
- (b) When a member has sustained a serious injury or a line-of-duty death has occurred.
- (c) When a firearm discharge or use of force incident has occurred.

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- (d) An event that has attracted or is likely to attract significant media attention.

Supervisors should conduct audits at regular intervals to confirm BWC media is being properly uploaded and tagged by their subordinates.

434.7 BWC MEDIA

All BWC media is the sole property of the Department. Members shall have no expectation of privacy or ownership interest in the content of BWC media.

All BWC media shall be stored and transferred in a manner that is physically and digitally secure with appropriate safeguards to prevent unauthorized modification, use, release, or transfer. Contracts with any third-party vendors for the storage of BWC media should include provisions specifying that all BWC media remains the property of the Department and shall not be used by the vendor for any purpose without explicit approval of the Chief of Police or the authorized designee.

Members shall not alter, copy, delete, release, or permit access to BWC media other than as permitted in this policy without the express consent of the Chief of Police or the authorized designee.

BWC media systems should not be accessed using personal devices unless authorized by the Chief of Police or the authorized designee.

434.7.1 ACCESS AND USE OF BWC MEDIA

BWC media systems shall only be accessed by authorized members using the member's own login credentials and in accordance with the Information Technology Use Policy.

BWC media shall only be accessed and viewed for legitimate department-related purposes in accordance with the following guidelines:

- (a) BWC media tagged as restricted should only be accessible by those designated by the Chief of Police or the authorized designee.
- (b) Members may review their own BWC media for department-related purposes. Members should document in their report if they reviewed BWC media before completing the report.
- (c) Investigators may review BWC media pertaining to their assigned cases.
- (d) A member testifying regarding a department-related event may review the pertinent BWC media before testifying.
- (e) Supervisors are permitted to access and view BWC media of their subordinates.
 - 1. Supervisors should review BWC media that is tagged as a significant event or that the supervisor is aware pertains to a significant event.
 - 2. Supervisors should conduct documented reviews of their subordinate's BWC media at least annually to evaluate the member's performance, verify compliance with department procedures, and determine the need for additional training. The review should include a variety of event types when possible. Supervisors should review BWC media with the recording member when it would

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be beneficial to provide guidance or to conduct one-on-one informal training for the member (Minn. Stat. § 626.8473).

3. Supervisors should conduct periodic reviews of a sample of each subordinate's BWC media to evaluate BWC use and ensure compliance with this policy.
- (f) The Captain may access BWC media when necessary to conduct department-related duties and periodic reviews or audits of members.
- (g) The BWC coordinator may access BWC media and the BWC media system as needed to ensure the system is functioning properly, provide troubleshooting assistance, conduct audits, and fulfill other responsibilities related to their role.
- (h) Any member who accesses or releases BWC media without authorization may be subject to discipline (see the Standards of Conduct and the Protected Information policies for additional guidance) (Minn. Stat. § 626.8473).

434.7.2 PUBLIC ACCESS

Unless disclosure is required by law or a court order, BWC media should not be released to the public if:

- (a) It is clearly offensive to common sensibilities (Minn. Stat. § 13.82, Subd. 7; Minn. Stat. § 13.825, Subd. 2).
- (b) It unreasonably violates a person's privacy or depicts the interior of:
 1. A private residence.
 2. A facility that offers health care, mental health or substance abuse treatment, or social services.
 3. A school building.
 4. Any other building in which public access is restricted or which implicates heightened security concerns.

Except as provided by Minn. Stat. § 13.825, Subd. 2 or pursuant to Minn. Stat. § 13.82, Subd. 15, BWC media is considered private or nonpublic data.

Any person captured on BWC media may have access to the BWC media. If the individual requests a copy of the BWC media and does not have the consent of other non-law enforcement individuals captured on the BWC media, the identity of those individuals must be blurred or obscured sufficiently to render the person unidentifiable prior to release. The identity of on-duty peace officers may not be obscured unless their identity is protected under Minn. Stat. § 13.82, Subd. 17 (Minn. Stat. § 13.825, Subd. 4).

Requests for the release of BWC media shall be processed in accordance with the Records Maintenance and Release Policy. The Captain should review BWC media before public release.

See the Officer-Involved Shootings and Deaths Policy regarding BWC media requests pursuant to Minn. Stat. § 13.825 relating to deaths by use of force.

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434.8 RETENTION OF BWC MEDIA

Non-evidentiary BWC media should be retained in accordance with state records retention laws but in no event for a period less than 90 days (Minn. Stat. § 13.825).

Unless circumstances justify continued retention, BWC media should be permanently deleted upon the expiration of the retention period in a way that it cannot be retrieved. BWC media shall not otherwise be deleted by any person without the authorization of the Chief of Police or the authorized designee.

If an individual captured on BWC media submits a written request, the BWC media shall be retained for an additional time period. The BWC coordinator should be responsible for notifying the individual prior to destruction of the BWC media (Minn. Stat. § 13.825).

Members shall not alter, erase, or destroy any BWC media, data or metadata, before the end of the applicable retention period (Minn. Stat. § 626.8473).

434.8.1 EVIDENTIARY BWC MEDIA

BWC media relevant to a criminal prosecution should be exported from the BWC media system and securely transferred to digital evidence storage according to established department procedures. Evidentiary BWC media is subject to the same laws, policies, and procedures as all other evidence, including chain of custody, accessibility, and retention periods (see the Property and Evidence Section Policy).

Evidentiary BWC media that documents an officer's use of deadly force must be maintained indefinitely (Minn. Stat. § 13.825; Minn. Stat. § 626.8473).

434.9 TRAINING

The BWC coordinator should ensure that each member issued a BWC receives initial training before use, and periodic refresher training thereafter. Training should include:

- (a) Proper use of the BWC device and accessories.
- (b) When BWC activation is required, permitted, and prohibited.
- (c) How to respond to an individual's request to stop recording.
- (d) Proper use of the BWC media systems, including uploading and tagging procedures.
- (e) Security procedures for BWC media, including appropriate access and use.

Members who are not issued a BWC but who have access to BWC media systems shall receive training on the BWC media system, including appropriate access, use, and security procedures.



STAFF MEMO

Prepared by: Jeff O'Neill, Interim City Administrator	Meeting Date: 04/14/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.2
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration to Adopt a Policy for Processing Multiple Retail Cannabis Registration Applications with a Single License Available in Fairmont		
Presented by: Jeff O'Neill, Interim City Administrator	Action Requested: Motion to Adopt the Cannabis Local Retail Registration Process, as Presented		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

The City of Fairmont ordinance enables a single private retail cannabis business in the City.

REFERENCE AND BACKGROUND

There are indications that more than one application may be presented to the City for consideration. Considering this potential, Council is asked to review a protocol for addressing this situation in effort to avoid bias and potential legal complications that could arise from processing competing applications. Additionally, having a policy in place provides guidance and sets framework, adding clarity and reducing confusion or misunderstandings.

The proposed sequence is basically a first come, first serve program. Any application that has been approved by the Office of Cannabis Management (OCM) qualifies for consideration by the City. The process is set up to ensure applications are evaluated in order of submission to the City. The first applicant will get first shot at obtaining a license regardless of the perceived caliber of applications waiting in the wings. This approach prevents actual or perceived discrimination or favoritism.

The City Attorney was asked if the City should consider "picking" the best application instead of making it first come first serve. In response, we were informed that there are very few if any City's intending to identify establishing specific municipal criteria for evaluating applications when the number of applicants exceed the licenses available; it would be difficult to set up and apply an airtight and fair process thus setting up the city for a lawsuit. Simply put, the City will need to rely on the OCM review process and trust that applicants that are approved by the OCM, will operate a successful enterprise in Fairmont.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Cannabis Local Retail Registration Process Policy

Cannabis Local Retail Registration Process Policy

1. Office of Cannabis Management (OCM) presents a request to the city to conduct a land use/zoning review in conjunction with an application received for the state license. This request by the OCM for City land use review applies only to the state licensing process and does not constitute “First In” for the purpose of getting in line for the City Cannabis Retail Registration.
2. “First In” (FI) Application, consists of the first application submitted to the City that has been issued a license or license preapproval by the OCM. Once submitted to the City Clerk it shall be time stamped by day. *
3. FI application reviewed by staff for completeness. City staff shall have no more than 5 working days from the date of the submission to determine if the application is complete.
 - a. If the FI application is complete, it is presented to the City Council at the first available meeting for consideration.
 - b. If the FI application is incomplete, the date of this determination shall be time stamped. The application will be returned with comments for correction. Applicant loses its FI position.
 - c. If the FI application is complete, but rejected by the City Council, the application loses its FI position for potential subsequent City Council review.
4. “Second in” (SI) Application time stamped – on standby in the event FI fails to proceed through steps 3a. or 3b.

* If two or more applications are submitted on the same day, FI will be considered a tie. For applications that are complete and qualify for a license, determination of which application is awarded the single license available will be established via flip of the coin or drawing of straws.



STAFF MEMO

Prepared by: Pat Oman, Community Development Director	Meeting Date: 04/14/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.3
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration to Authorize an Amendment to an Agreement with MSA Professional Services, Inc., dated 05/09/2022 regarding Updates to the Zoning Ordinance and Subdivision Regulations		
Presented by: Pat Oman, Community Development Director	Action Requested: Motion to Authorize Amendment Contract No:1 with MSA Professional Services, Inc. to Complete Chapter 26 Zoning Ordinance and Chapter 24 Subdivision Regulation Updates		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

The professional Services contract was authorized by the city council in 2022.

REFERENCE AND BACKGROUND

MSA Professional Services was hired to complete an update to both the Chapter 26 Zoning Ordinance and Chapter 24 Subdivision regulations. Start date for implementation to complete this work was started on May 9, 2022 with an estimated project timeline completion of 11 months. A Joint Work Session City Council, Planning Commission and Board of Zoning Appeals took place on April 17, 2023. MSA will manage two additional rounds of edits with city staff, engagement through a public open house, and participation at the planning commission, city council review / approval process. The project timeline completion date is scheduled for August 2025.

Due to the delay in completion and the necessity to conduct additional community review for the purpose of refreshing members of the public on the goals of the initiative and for providing a summary of the proposed changes there has been an escalation in cost .

BUDGET IMPACT

The cost for the project management services to complete this project is \$15,000. Budget capacity is available through reduction in staffing cost resulting from the unfilled Planner position.

SUPPORTING DATA/ATTACHMENTS

MSA Amendment No. 1



MSA

Amendment

Amendment No: 1

MSA Project Number: R11459000

Date of Issuance: 11.19.2024

This is an amendment to the Agreement dated 05.09.2022 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1555 SE Delaware Ave, Ankeny, IA 50021

Phone: (515) 964-1920

Representative: Christopher Janson

Email: cjanson@msa-ps.com

CITY OF FAIRMONT (OWNER)

Address: 100 Downtown Plaza, Fairmont, MN 56031

Phone: 507-238-9461

Representative: Pat Oman Email: poman@fairmont.org

Project Name: Zoning Ordinance and Subdivision Regulations Update

The project scope has changed due to: Extended Timeline and Corresponding Tasks

The expanded scope of the authorized work is: See Attachment A: Expanded Scope of Services

The schedule to perform the work is: Start Date (Original): 05.09.2022
Completion Date (Amended): 08.31.2025

The lump sum fee for additional/amended work is: \$15,000

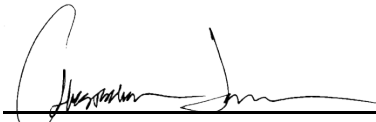
Any attachments or exhibits referenced in this Amendment are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files.

CITY OF FAIRMONT

MSA PROFESSIONAL SERVICES, INC.

Lee C. Baarts
Mayor of Fairmont
Date: _____


Christopher Janson
Senior Team Leader
Date: 04.10.2025

Below is the original scope in italics. Notes have been added in red to address completed tasks and suggested amendment actions.

PROJECT APPROACH

Our Project Approach requires collaboration, discussion, education, engagement, and feedback from staff, policymakers and stakeholders and is organized around major milestones on monthly or quarterly intervals. Central to the approach will be a close coordination with staff, strategic public engagement events and timely briefings to elected and appointed officials. We anticipate working through the main parts of the scope of work over a 9- to 10-month process, followed by an adoption phase. Our approach hinges on the central belief that a clear communication and engagement plan will ensure that a successful set of zoning regulations are created for the city.

The original contracted timeline for the project was approximately 11 months, commencing in May 2022. However, due to unforeseen turnover in City Staff, the project timeline has been extended. We are pleased to continue our collaboration with the City of Fairmont and are enthusiastic about progressing towards the successful completion of this project.

The extension of the timeline by the City has necessitated additional project management efforts, increased staff meetings, and overall cost increases that were not accounted for in the initial contract and project budget. While many of the meetings have been conducted online, which has been beneficial, they still require significant effort and preparation that were not included in the original contract.

Today the city can be generalized into smaller discrete areas that begin to suggest how the physical character of development can be addressed with regulatory standard. As we assess more closely, we will undoubtedly find more nuanced subareas (neighborhoods, districts, and corridors) that exhibit unique patterns, forms and relationships which can be codified to reinforce solutions that are local and unique to Fairmont.

Our approach is highlighted by the following key activities and tasks as well as the schedule included showing the timing and number of meetings included in our scope.

Key Site Visits

We will schedule site visits that combine several tasks over a day or two to be most effective with time and resources. These visits may include staff meetings, public open houses, elected/appointed leader workshops, walking/driving tours, and a zoning lecture series. Our scope and schedule includes four (4) total site visits over the course of the project.

The consultant team has completed three out of the four scheduled site visits.

Zoning Lecture Series

We will facilitate two (2) lecture opportunities as an educational platform to talk about the history of zoning, current practices, and relevant case studies. We would schedule the lecture series to correspond to key site visits.

Completed: The consultant team completed both contracted “Zoning Lecture Series” as part of two previous site visits where we met with the City Council, Board of Adjustment, and Planning Commission in workshops.

Staff and Stakeholder Coordination

Our proven process of engagement is efficiently designed to reach both internal and external stakeholders. We also make use of online and virtual platforms to bring the process to the community. We will maintain close communication with key staff on a regular basis (weekly and monthly) through calls, emails, virtual and in-person meetings.

Ongoing: The consultant team has maintained communication with City Staff over the past 34 months. Additionally, we conducted several weeks of stakeholder interviews (30-minute calls) in the Fall of 2022, which were instrumental in guiding the ordinance revisions. Coordination with staff and stakeholders beyond the contracted 11-month timeline has resulted in increased costs, which are included in this amendment request.

City Council and Planning Commission Workshops

We will facilitate two (2) joint City Council and Planning Commission workshops during the project.

Completed: The consultant team completed the facilitation of a joint City Council/Planning Commission/Board of Adjustment workshops on 7.22.2022 and again on 4/17/2023.

Review/Evaluate/Diagnose

We will review applicable background plans, policies and codes and prepare a summary memo of findings; specifically linking the updated regulations with goals from the City's comprehensive plan and other established priorities.

Completed

Annotated Outline

We will prepare an annotated outline to suggest how the code may be organized as well as needed content that we can discuss and review in order for staff/city to provide review and direction going forward.

Completed

Draft Districts, Standards, Graphics, and Map.

Over a 6- to 8-month period, we will incrementally address the key components of the code and subdivision ordinance. A methodical timeframe for each component will be used in order for all stakeholders to stay up to date at the same time.

Several rounds of drafts districts, standards, graphics, and a map have been completed are shared with the City for review. The latest draft(s) materials were delivered on 12/09/2024 for staff review. We anticipate two more rounds of edits before final adoption.

Engagement

Our engagement plan includes the facilitation of two (2) public open houses as well as community and social media communications led by City communications staff with regard to posting and notifications with the city website, social networks, etc.

The open houses in this area of work were conducted in conjunction with trips for the City Council and Planning Commission Workshops and the Zoning Lecture Series. These joint workshops were open to the public and included educational components. The joint meetings

were publicly noticed and promoted public interaction. Stakeholders and residents attended and actively contributed to the review and discussion of the code updates.

Adoption

We will support staff as they move through the adoption process and provide technical assistance as needed during the public hearing and official draft readings.

Not yet completed

Training

We will conduct an initial workshop focused on training with subsequent training/guidance as well as opportunities on an as needed basis.

Not yet completed

NOTES

- *MSA has no known relationships or conflicts of interest with any Fairmont property owners, business operators, City Officials, or City Staff.*
- *Final versions of unique GIS data developed in support of this project will be delivered to the City in ArcGIS format after the project is complete.*
- *Photos and video gathered for this project will be delivered to the City for the City's continued use and reference.*
- *All draft materials will be distributed electronically.*
- *MSA will provide PDF copies of all draft materials as needed throughout the process.*
- *We will also provide the final documents in PDF format and in source format, either MS Word or Adobe InDesign.*
- *Lump sum fee of \$44,000 does not include reimbursable expenses.*

The \$44,000 lump sum fee amount is from the original scope of work - the amendment request is for an additional \$15,000.

- *Reimbursable expenses estimated to be \$1,200 and will be detailed and separated on invoices.*
- *Attendance at any requested meetings and site visits beyond those outlined in the scope and tentative schedule will require a contract amendment.*
- *MSA cannot guarantee a specific number of meeting attendees or responses will be generated during the process and strives for quality in feedback over quantity.*

TENTATIVE SCHEDULE

TASK	MONTH											
CONTACT & ORGANIZATION	0	1	2	3	4	5	6	7	8	9	10	11
1 Meetings and Engagement												
Kick-off and Site Visit		●										
Public Open House		●				●						
Zoning Lecture 1 & 2		●				●						
CC/PC workshop						●			●			
Staff Coordination												
Community & Social Media												
2 Review, Evaluate, Diagnose												
Tour City		●										
Background/Com. Plan Review												
Review Code and Subdivision Ordinance												
Summary Memo of Findings				●								
Annotated Outline				●								
3 Draft Code & Ordinance												
Districts												
Standards												
Uses												
Draft Map												
Administration and Definitions												
Subdivision Requirements												
Draft Documents												
4 Final Code and Ordinance												
Review/Refine/Revise												
Final Draft												
Adoption Process												
5 Training												

Original Contract
Schedule

AMNENDMENT REQUEST

The consultant team of MSA and Mike Lamb proposes the following additional activities, timeline, and fees in our amendment request.

Timing	Activities/Tasks
May/April 2025	<ul style="list-style-type: none"> Online (MS Teams) Meeting with City Staff to Review Edits/Questions from 12.09.2024 Drafts
May	<ul style="list-style-type: none"> Draft Edits to Chapter 24, 26, and Map Public Open House +Prep for Open House <ul style="list-style-type: none"> 2 Consultant team members will facilitate the Draft Code Updates Open House in Fairmont MSA will produce flyers/graphics for noticing and posting on City's social media accounts Open House will include multiple stations with boards/displays focused on educating the public and stakeholders about impactful draft changes to codes.
June	<ul style="list-style-type: none"> Online (MS Teams) Meeting with City Staff to Review Edits/Questions from Open House, Staff review, and officials review comments. Draft final edits and begin drafting training materials
July	<ul style="list-style-type: none"> The consultant team will attend Plan Commission Public Hearing and Recommendation to Council Public Hearing and 1st Reading by City Council The consultant team delivers training materials to staff
August	<ul style="list-style-type: none"> Additional readings by Council and adoption Online (MSA Team) Meeting with Staff to review training materials
Beyond 8/2025	<ul style="list-style-type: none"> Code and planning assistance as request by separate contract

PROPOSED AMENDMENT FEE

MSA proposed a fee amendment of \$15,000 for additional meetings and review work performed over the extended contract time detailed in the scope notes above. This proposed fee also includes the additional activities listed in the Amendment Timing and Activities/Tasks detailed in the amendment chart (above).



STAFF MEMO

Prepared by: Pat Oman, Community Development Director	Meeting Date: 04/14/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.4
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of an On-Call Planning Services Contract with MSA Professional Services, Inc.		
Presented by: Pat Oman, Community Development Director	Action Requested: Motion to Approve a Professional Services Agreement with MSA Professional Services, Inc. for On-call Planning Services		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

The on-call planning services contract will provide the City of Fairmont Community Development Division the opportunity to be proactive and solicit MSA Professional Services when practical for completion of planning, zoning, and code enforcement projects.

BUDGET IMPACT

An estimated cost of \$12,000 is listed in the professional services agreement. Costs will accrue only when services are provided. There is no cost in approving the agreement.

SUPPORTING DATA/ATTACHMENTS

MSA Professional Services Agreement



Professional Services Agreement

MSA Project Number: TBD

This AGREEMENT (Agreement) is made effective _____ 2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 60 Plato Boulevard E. Suite 420, St. Paul, MN 55107-1835

Phone: (612) 548-3132

Representative: Claire Stickler

Email: cstickler@msa-ps.com

CITY OF FAIRMONT (OWNER)

Address: 100 Downtown Plaza, Fairmont, MN 56031

Phone: 507-238-9461

Representative: Pat Oman Email: poman@fairmont.org

Project Name: City of Fairmont On-Call Planning Services

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: April 2025
Approximate Completion Date: June 2026

The estimated fee for the work is: \$12,000

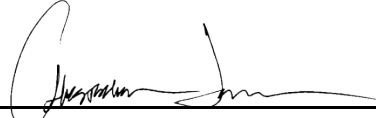
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF FAIRMONT

MSA PROFESSIONAL SERVICES, INC.

Lee C. Baarts
Mayor of Fairmont
Date: _____


Christopher Janson
Senior Team Leader
Date: 04.10.2025

ATTACHMENT A: SCOPE OF SERVICES

MSA Professional Services proposes to provide the City of Fairmont with consulting planning assistance. This proposal aims to address the duties and responsibilities of a typical Community Development Department Planner ensuring effective support for the Community Development Department.

Scope of Work

The consulting services will encompass the following key areas as requested by the City of Fairmont:

1. Rezoning and Subdivision Review

- **Rezoning Requests:** Review proposed rezoning requests, conditional uses, and street and alley vacations. Present findings to the Deputy City Manager, Planning Division Manager, Planning and Zoning Commission, and City Council.
- **Subdivision Plats:** Evaluate subdivision plats for compliance with the subdivision ordinance. Confer with engineers and developers to recommend acceptance or rejection of plats.

2. Site Plan Review and Compliance

- **Site Plans:** Assess site plans for code compliance. Determine if projects require formal review processes and guide developers through these processes if necessary.
- **Code Compliance Monitoring:** Monitor developments and sites to ensure compliance with conditions of approval.

3. Technical Assistance and Meeting Participation

- **Commission Support:** Attend meetings and provide technical assistance to the Planning Commission, Board of Zoning Appeals, and other commissions and committees as assigned.
- **Public Engagement:** Interpret and explain planning regulations to the public, resolving issues with initiative and tact.

4. Planning Studies and Development Projects

- **Short- and Long-Range Planning:** Develop and participate in planning studies to review and revise the comprehensive plan. Collaborate with various departments and commissions.
- **Development Studies:** Assist in studies related to land use, zoning, land subdivisions, economic development, and other relevant topics.

5. Grant Writing and Internal Projects

- **Grant Applications:** Assist in writing grant applications to secure funding for planning and development projects.
- **Project Leadership:** Lead internal division projects, ensuring timely and effective completion.

6. Regulatory and Ordinance Administration

- **Code Revisions:** Prepare and recommend revisions to codes and ordinances related to zoning, subdivision, and economic development.
- **Ordinance Enforcement:** Assist in the administration and enforcement of zoning and related ordinances.

7. GIS and Mapping Services

- **GIS Updates:** Create and update planning-related layers within ESRI ArcGIS Pro to provide accurate information to staff, the public, and various boards and commissions.

- **Informative Maps:** Develop maps that illustrate specific information for staff memos, open houses, and other departmental needs.
- 8. **Record Keeping and Reporting**
 - **Documentation:** Maintain records of all plan reviews and conditions noted and corrected. Prepare additional records and reports as required.

Deliverables

- Comprehensive reviews and recommendations for rezoning and subdivision requests.
- Detailed site plan assessments and compliance reports.
- Technical assistance and meeting participation summaries.
- Planning study reports and development project documentation.
- Grant applications and internal project plans.
- Revised codes and ordinances.
- Updated GIS layers and informative maps.
- Organized records and reports.

Invoices

- Monthly invoices will include tracked Phases/Tasks, Position, Hours, and Expenses.
- MSA will work with City Staff to identify preferred phases/tasks for invoicing clarity and expense tracking.
- Pass through expenses to be charged to applicants and/or escrows will be tracked as separate phases/tasks.

MSA Professional Services is committed to providing the City of Fairmont with expert consulting planning assistance. Our approach will ensure that all duties and responsibilities outlined are effectively addressed, supporting the City's planning and development goals.

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$154/hr.
Architects	\$ 85 – \$198/hr.
Community Development Specialists	\$137 – \$198/hr.
Digital Design	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists	\$110 – \$193/hr.
Geographic Information Systems (GIS)	\$100 – \$193/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$110 – \$160/hr.
IT Support	\$175 – \$193/hr.
Land Surveying	\$ 85 – \$198/hr.
Landscape Designers & Architects	\$ 85 – \$220/hr.
Planners	\$ 85 – \$215/hr.
Principals	\$225 – \$314/hr.
Professional Engineers/Designers of Engineering Systems	\$155 – \$204/hr.
Project Managers	\$120 – \$248/hr.
Real Estate Professionals	\$140 – \$193/hr.
Staff Engineers	\$ 85 – \$149/hr.
Technicians	\$100 – \$151/hr.
Wastewater Treatment Plant Operator	\$ 92 – \$118/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.14/page
Plots	\$0.01/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment	\$20/hour - \$2/hour for DOT
Dini Laser Level	\$85/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing	\$30/day
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$10/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight - \$360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2025.

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PLANNING)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a

professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

8. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

12. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

13. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

14. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

15. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

16. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

17. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

18. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

19. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

20. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

21. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

22. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

23. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

24. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

26. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

27. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

28. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Minnesota for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Ramsey County, Minnesota

29. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



STAFF MEMO

Prepared by: Jeff O'Neill, Interim City Administrator	Meeting Date: 04/14/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.5
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration of Selecting a Consulting Engineer		
Presented by: Jeff O'Neill, Interim City Administrator	Action Requested: Motion to Appoint _____ as the Consulting Engineer for the City of Fairmont, as determined by City Council		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: The majority in work group recommends ISG. Councilmembers within the work group were split on their individual recommendation. City Council to review, discuss and select.		

PREVIOUS COUNCIL ACTION

In 2022, in absence of a licensed Professional Engineer on staff and given the necessity of having a licensed Professional Engineer available, the City Council appointed Bolton & Menk as City Engineer with the understanding that the appointment was temporary pending the completion of a request for proposal process for soliciting interest from other qualified companies.

An RFP was sent out on November 1, 2024. After the RFP was due, a work group was formed consisting of members of the City Council (Kawecki and Kotewa), City Administrator, Public Works Director and Engineer Technician for the purpose of conducting an RFP process and associated evaluation of candidates for consideration by the City Council.

REFERENCE AND BACKGROUND

The work group has completed its task and presents the following information for assisting the City Council in selecting a Consulting City Engineer (CCE).

Proposals were received from SEH, ISG and Bolton & Menk. The majority of the group identified ISG #1 candidate, B & M #2 and SEH #3. All three proposals were scored with each firm highly qualified for an interview.

All three have offices nearby, were very well qualified for providing day-to-day support and offered a variety of environmental, urban design, planning and economic development services.

Historical Context. The City Engineer has been a City staff person possessing a professional License leading a small engineering department while also fulfilling the role of Director of Public Works. Under this framework, a consulting engineer is appointed to complete design work and conduct studies at the direction of the staff City Engineer. Historically, Bolton & Menk has predominantly provided such services with the City going out for RFP's for specialized design work from time to time.

Today, under a similar framework, the Public Works Director, along with the members of Engineering Team, are responsible for identifying and managing projects both big and small with assistance from the CCE (Bolton & Menk). The CCE provides day-to-day assistance for resolving problems as they arise and also provides analysis of the system operation key to proper maintenance and efficient infrastructure development over time.

What is the Consulting City Engineer's role in assigning engineering project work? The discussion below, though not directly related to the selection process, has been included in this report to provide some context for decision making and for establishing policy direction for managing assignment of design projects in the future. There are three basic scenarios where the CCE plays a role in assigning engineering project work, all of which include City Administrator and Public Works Director oversight. This oversight is important for assuring design projects are awarded on a competitive basis.

Large or complex projects. The City's CCE provides direct assistance with preparation and evaluation of requests for proposals for purchase of engineering services supporting complex or larger projects when a well-defined scope is needed and when the cost or design challenges result in the need for obtaining proposals from multiple engineering firms. Under such a scenario, the City's consulting Engineer operates as a technical assistant to the Public Works Director and is not eligible to bid on the project. Projects in the category could include but not limited to park projects, wastewater treatment plant maintenance or expansion, storm water development plans, urban design efforts, traffic studies, water filtration plants, environmental studies to name a few.

Smaller more routine projects. Such projects are most efficiently completed by the City's Consulting Engineer following terms for compensation outlined by contract. City staff play an important role in identifying projects that fall into this category. For small projects or speed is needed for addressing and issue it may not make economic sense to conduct an RFP process. Such projects might include the development of a lift station or well, replacement of sanitary sewer or water lines or simple road reconstruction projects. The City may want to consider establishing general standards guiding when it is appropriate to assign design work to the City Engineer via the terms of service identified in the engineering services contract. While City Staff can make a recommendation, the assignment for the work under the current contract is a decision for the City Council. At that time, Council can examine the nature of the project and determine whether to assign the work directly or go out for proposals.

Eliminating potential for conflict of interest. The framework for managing potential conflict of interest as described above has not been strictly followed in recent years resulting in potential for assignment of projects to the city's consulting engineer without sufficient opportunity for competition. Projects have been awarded to the firm employed by the City's Consulting engineer under circumstances when the consulting engineer played a role in developing the request for proposal. This practice is not illegal and could have very well resulted in good value for work completed. However, under best practice, the City's Consulting Engineer input on selection of a project engineer should be managed closely to ensure an even playing field when the City goes out for proposals. In sum, going forward, the firm that represents the City as its consulting engineer should not be eligible for submitting a proposal for design services when it is involved in any way in the development of the request for proposal.

Projects eligible for Consulting Engineer under the RFP process. Often, the Public Works Director and in-house engineer technician have the capability to prepare and evaluate RFPs without the aid of the City's consulting engineer. Under these circumstances, the City's consulting engineer should be encouraged to compete against other consulting engineers for the work.

Identification and application of emerging design standards and best practices. In addition to the two roles noted above, the City Engineer plays a key role in identifying methods, ideas, resources and opportunities for applying the latest technologies or funding sources to the betterment of Fairmont. All three of the engineering firms interviewed are relatively large with experts in a variety of disciplines supporting an array of city functions. It is very important to Fairmont that our consulting engineer be attuned to the Fairmont setting and be attentive and eager to apply company resources for identifying technology or best practice opportunities for bettering Fairmont.

Comparison of top two candidates – ISG and Bolton & Menk

All three companies were evaluated within the service model context noted above.

Cost of services. It is difficult to say precisely which firm will be the most cost effective from a rate standpoint. Bolton & Menk charges \$96 per hour for the first 20 hours per month. Once 20 hours are used up, the fee charged is dependent on the hourly rate for the employee working on the project. Employee classifications range from \$115 - \$264 per hour. Bolton & Menk's attendance at City Council meeting is at no charge. ISG charges a flat rate of \$120/hour and charges \$150 per City Council meeting.

Historically, the City has utilized the CCE near the 20 hours per month, which points toward Bolton & Menk as the best option from a cost standpoint. However, utilization of the CCE could increase and if that occurs, ISG would be the more cost-efficient option.

Day to Day assistance. City staff has direct experience working with the licensed engineers proposed by ISG and Bolton & Menk, respectively. Staff has had no experience working with the lead engineer proposed by SEH. All firms interviewed are capable of providing prompt and effective assistance.

Project Engineer Identification process. Although a specific discussion of the criteria for utilizing the City's Consulting services was not reviewed in great detail with each candidate, it is my belief that both firms understand the importance of getting best value for the City when it comes to assigning project design work. I surmise each firm would be agreeable to working for the City per the terms for selecting project engineers as described above.

Value Added Support. Both companies have resources and capabilities that can benefit the City that go beyond day to day engineering services which are clearly outlined in their respective proposals. Critical to the success of Fairmont is the presence of a City Engineer that will actively assess Fairmont needs and be alert to opportunities for bettering Fairmont. The City's consulting engineer to be successful must understand the challenges both long term and short-term facing the City and be dedicated to applying resources from various disciplines within the company to solve problems and seize opportunities. In addition, the CCE needs to provide regular updates to the City Council on projects at all stages of development and provide ideas and best practice recommendations for achieving City goals

With regards to this category, it was the unanimous view of the work group that ISG presented itself as dedicated to providing constant and ongoing value-added support to Fairmont for

addressing current and emerging issues. The group was left with the impression that ISG would be a quick study in understanding the Fairmont context. Further, ISG gave a strong impression that the company would consistently apply resources to find the latest technologies, strategies and funding necessary to head off and solve problems in a cost-effective manner. During discussion on ISG capabilities, Tyler Cowing and Matt York noted positive experience working with ISG on Fairmont projects. In their experience they found ISG staff to be eager, energetic and strove to anticipate or perceive issues or questions that may arise in the future.

It was also the view of the work group that Bolton & Menk had equal support capabilities to ISG with proximity and responsiveness being very positive for Bolton & Menk. However, the group was not convinced that Bolton & Menk has not been applying its resources to its potential. Further, the group felt that Bolton & Menk needed to do more to keep the City Council up to date on projects and include the City Council at the front end of project design. There was also a concern that the long history with Fairmont prevented a fresh look for addressing topics and achieving Fairmont potential. Bolton & Menk certainly has the capacity to serve Fairmont well, however there was a feeling that Bolton & Menk may have become complacent due to its long-standing history and hometown status.

It should be noted that Bolton & Menk has assisted the City with PFA loans for the Wastewater Treatment Plant Project, as well as the Ground Storage Tank Project on behalf of the City which are both noteworthy initiatives that may flown under the radar for which Bolton & Menk deserve credit.

In the end, Kawecki, O'Neill and York recommended ISG as the number one candidate based on the factors noted above York and Cowing noted good working relations with the lead engineer from both firms. O'Neill observed that Bolton & Menk is highly capable but noted there has been some loss in confidence. This could be due to underachieving and or due to a disconnect with the City Council that can occur over time when communication is not prioritized. Britany Kawecki noted that Bolton & Menk /connection to Council from early design stages to project completion needs significant improvement. She was concerned that Bolton & Menk has lost track of the best interest of the City due to operating in a non-competitive environment setting.

Councilmember Kotewa indicated agreement that ISG would serve the City well and should be considered. He was also concerned that Bolton & Menk may have become complacent over the years, but indicated the value of assigning the work to a company based out of Fairmont and indicated confidence that underperformance could be improved through setting higher expectations. As a result of this process, the serious review it entailed and the identification of impartial methods for selecting design engineer for project work, it was his view that Bolton & Menk will rise to the occasion if selected. Tyler Cowing reiterated support for both candidates but noted his preference would be for B & M due to the technical resources at his disposal.

Public Works Director, Matthew York, stated that the approved City Engineer will be given a path for the upcoming terms of the contract. This will discuss their requirements of being a City Engineer with the City of Fairmont, as well as the upcoming goals of the City Council so that the City and the Firm understand that requirements moving forward.

This staff report has been reviewed by all members of the team with the intent of accurately reflecting the conversation supporting group and individual recommendations. A shout of thanks to the work group for the many hours they spent on this important topic and a shout of thanks to the excellent firms that applied for this position.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Excerpts from proposals identifying services provided and cover letter.



Request for Proposals

CONTRACTED CITY ENGINEERING SERVICES

Issued November 1, 2024

**DEADLINE—Noon
Wednesday, December 4, 2024**

CONTACT: MATTHEW YORK
DIRECTOR OF PUBLIC WORKS AND
UTILITIES
100 DOWNTOWN PLAZA
FAIRMONT , MN 56031
(507-238-3942)
myork@fairmont.org
www.fairmont.org

Introduction

The City of Fairmont is soliciting proposals from firms interested in providing a wide variety of general engineering services and related technical services. The firm selected will be designated as the City Engineer. The successful applicant will provide these services to the City beginning on March 1, 2025. Services *may* include, but not be limited, to those listed in the “Scope of Services” part of this document.

The City of Fairmont shall not be liable for any costs incurred by the firm and/or assigns in responding to this Request for Proposal (RFP), or for any costs associated with discussions required for clarification of items related to this proposal, including any future interviews.

To be considered, one (1) paper copy and one (1) digital copy of a proposal must be received at City Hall 100 Downtown Plaza, Fairmont, MN 56031 by Noon on Wednesday, December 4, 2024. The City reserves the right to reject any or all proposals submitted.

Questions regarding this request should be directed to Matthew York, City of Fairmont, 100 Downtown Plaza, Fairmont, MN 56031 and 507-238-3942 or myork@fairmont.org. In order to ensure a fair review and selection process, firms submitting proposals are specifically requested not to make other contacts with other City staff, Mayor or Councilmembers regarding their proposals.

During the evaluation process, the City reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

All materials, including but not limited to paper and digital materials, that are prepared, acquired, created, or utilized to fulfill this Request for Proposal and its objectives shall become the property of the City of Fairmont, where allowed by law. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

The City of Fairmont reserves the right to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at their discretion and without penalty.

Community Profile

The City of Fairmont, incorporated in 1878, has a mayor elected at large for a four-year term and five council member, 4 elected by Ward and one At-Large, to four-year terms. As a policy making body of the City, the City Council is responsible for the overall operation of the City. The City Administrator is responsible for carrying out the Council’s policies and for the administration of all City business.

The City of Fairmont is located at the intersection of Interstate 90 and State Highway 15 in southern Minnesota, approximately 7 miles north of the Iowa border. A popular resting point for interstate travelers, the city’s northern corridor hosts service industry commercial uses. The form of parcel arrangement and infrastructure along the Highway 15 corridor is centered around vehicle traffic. In 1902, the first City Charter was approved for Fairmont which initially developed along the shore of Lake Sisseton, the city has expanded around five lakes, known as the Chain of Lakes. Expansion of the community, especially single-family neighborhoods, has largely taken shape around these lakes with shoreland management zoning defining much of development. Downtown Plaza remains the heart of the city. What is now a one-way street stretches along one of the original platted areas as traditional brick buildings maintain zero or close to zero setbacks.

The economic history of Fairmont is one that emerged from both its place within an agricultural region and its position along a freight railroad running east and west through town. Many of Fairmont's largest industries were defined around these cornerstones and continue to be today. The community has room to expand into the plains and farmland to the south, west, north, and east, while also prioritizing redevelopment of existing or former industrial, commercial, and residential sites close to the railroad and along tertiary corridors.

Scope of Services

A. General and Project Management

- Serves as the City's Engineer.
- Works with City's Public Works and Utilities Director and In-House Engineering Staff to Completed Projects for the City.
- Assists in planning, coordinating, supervising and evaluating programs, plans, services, equipment and infrastructure.
- Develops and recommends policies and procedures for effective operation of the City consistent with City policies and relevant laws, rules and regulations and ensures council actions are implemented.
- Assists in evaluating public works needs and formulates short- and long-range plans to meet needs in all areas of Public Works improvements, including streets, water, sewer, storm water, streetlights, parks, and facilities.
- Assist with the Pavement Management Program including the rating of the condition of streets within the city.
- Assists in the implementation of all water resource functions.
- Assists in Capital Improvement Planning
- Provides leadership in the areas of water efficiency and conservation.
- Provides engineering services on projects and oversees project management for the construction of municipal public works projects.
- Assists in reviewing land use applications and construction plans for private developments to ensure consistency with city-adopted engineering specifications, City policies, and relevant laws, rules, and regulations and ensures council actions are implemented.
- Ensures that costs and fees are charged back to development projects; works with the City Finance Director to monitor charges and revenues associated with development projects.
- Assists in the planning, layout and design of City parks and trails, pedestrian routes, and other recreational amenities.
- Assists in City's GIS and Work Order Management System, as directed by the Public Works and Utilities Director.

B. Construction Services

- Plan and review construction projects and specifications.
- Monitor the construction process for compliance with codes, regulations, standards and with approved plans; assures financial accountability of private projects as they relate to escrows and letters of credit. Provide advice to the City during performance of construction projects, and shall give consideration and advice to the City during the performance of services, and monitors project budget.
- Prepare, design and/or review construction plans.
- Review bids and/or prepare bid tabulations.
- Perform construction staking and surveying.

C. Preparation of Engineering Reports and Technical Correspondence

- Determine the need for preliminary studies, reviews all preliminary studies for compliance with ordinances, comprehensive plans, engineering standards and financial guidelines including:
 - Feasibility reports
 - Construction inspection
 - Creates assessment rolls
 - Plat review
 - Utility studies
 - Traffic studies/signalization/signage/forecasting
 - State aid reports
 - Surface water system analysis and design
 - Wetland delineation and mitigation
 - Capital Improvement Program studies
 - Prepare comments regarding reports, plans and studies of other agencies
 - Presents feasibility studies at public meetings

D. City Meetings *(including but not limited to the following)*

- Participates in internal and external meetings involving engineering questions and issues on an As-Needed Basis.
- Meets with developers and members of the public on proposed development projects to relate the processes and procedures involved with engineering and infrastructure development. Reviews development proposals for conformance with City standards.
- Acts as City liaison and representative with other communities and county, state and federal agencies in areas of responsibility.
- Attends City Council meetings, Council Work Sessions, and other City meetings, as needed. The Council meets on the 2nd and 4th Mondays of the month at 5:30 PM. (subject to change for 2025) with work sessions scheduled as needed.

E. Responds to Constituent Requests and Issues as Directed by Staff

- Performs field inspections
- Addresses constituent concerns personally and in writing
- Be available to the public via phone, email or scheduled meetings during the general business hours of the City of Fairmont (Monday -Friday 8:00 am – 4:30 pm)
- Makes public presentations
- Provides recommendations to staff and City Council

F. Other Items

- Work with other engineering firms as desired by the City on specific projects.
- Assist in inventory tracking of public infrastructure through the use of GIS and other means.
- Identify and assist with funding solutions for infrastructure projects such as grant and loan programs and direct legislative appropriations.
- Obtain proper approval and documentation from local, state and federal authorities prior to implementing projects.
- Write grant proposals as directed by City staff and City Council.
- Preparation of transportation, water, sewer and storm water components of Comprehensive Plan update.

Proposal Requirements

The City of Fairmont expects that, at a minimum, firms must meet the following requirements:

- 1) Be licensed to provide engineering services in the State of Minnesota
- 2) Demonstrate experience with municipal engineering of similar size and scope of the services being requested.
- 3) Assign the City a licensed engineer who has a minimum of five years of experience with municipal engineering projects.
- 4) Be able to provide all of the services listed in the scope of services, either within the organization or by using a sub-consultant.

Interested firms are to submit a written proposal to include information directly related to each of the selection criteria outlined in the Selection Process/Criteria section. At a minimum, proposals should include the following information:

- 1) A written statement of your interest and qualifications including:
 - a. Firm name, address, telephone number and contact person.
 - b. A description of the firm, including brief history, the number of employees and their discipline, philosophy regarding client service, location, years in business, etc.
 - c. A brief description of the scope of similar client relationships,
 - d. The name of the person responsible for the management and administration of the contract and the name of the employee designated as City Engineer, if different, including address and telephone number.
- 2) Resumes of the key personnel who may be assigned to conduct various general engineering service tasks.
- 3) An organizational chart identifying team members and their areas of responsibility.
- 4) Discussion of the firm's specific abilities to provide the required professional services outlined in the Scope of Services.
- 5) Specifically note the services listed in the Scope of Services that will need to be done outside of your organization. List the names of sub-consultants proposed as project team members. Resumes of sub-consultants proposed as project team members.
- 6) Fee schedule, per staff position, which should list the current hourly rate and annual projections thereafter for 2025 through 2029. Ancillary expenses, such as overhead (often expressed as a multiple of direct labor costs), mileage, telephone, Xeroxing, markup for subcontracted services, etc.
- 7) The firm's current and projected workload and its ability to meet schedules including a 2-business day response time to emails and calls from city staff and ability to complete development plan reviews within two weeks. Describe the current workload of the person who would be designated as the City Engineer and what other communities he/she represents.
- 8) Familiarity with the City of Fairmont.
- 9) Describe the firm's approach to communicate and coordinate projects with the city council, city staff, private developers, residents and the media.
- 10) A description of the firm's philosophy regarding ethics, specifically addressing conflicts of interests. State any potential conflict(s) of interest (i.e. real estate developers, other units of government, etc.) that your firm may have in providing engineering services as outlined in this proposal.
- 11) Three examples of specific knowledge and expertise including project management skills and methodology used to monitor project budgets.

- 12) Provide at least three references from public clients, two of which are from cities of similar size for whom similar services have been performed within the past five years.
- Name of Owner
 - Project Name
 - Contact Person
 - Address
 - Telephone Number
 - Firm's key personnel assigned to the referenced project with Email Address
- 13) Completed Exercise (see below)

Exercise

As an exercise to assist in the selection criteria, we would like to receive a standard and concise proposal with an estimated number of hours/rates/personnel for each of the following three phases for the hypothetical project described below:

- 1) a feasibility study
- 2) plans and specifications
- 3) field review/inspection on the following hypothetical project.

Proposal Background

The City Council orders a feasibility study for a street project that includes bituminous removal and replacement, replacing bituminous curb with concrete curbing, and localized water main work to repair gate valves and hydrants. The project will be partially assessed to abutting property owners, so the feasibility study must include all necessary documentation for 429 purposes. This includes an assessment roll and estimated assessments for each property. The total project cost for the improvements, including construction and overhead costs, is \$1,000,000.

The consultant presents the project at a Public Hearing. The project is ordered by the City Council, directs plans and specifications to be prepared and bids to be solicited.

The consultant prepares the plans and specifications for City staff review and addresses our comments. Plans are approved by the City Council and bids are solicited.

Bids are received and an excellent contractor experienced in working in Fairmont is the low bid. There are limited subcontractors and they are also excellent and experienced in working in the City. The project schedule is determined to be eight (8) weeks from start to finish. All work occurs during normal weekday hours. Inspection is generally full time, recognizing that there are days/times when it is not required. Inspection to be provided by a regular full time employee with at least four (4) years of related field experience. The project progresses well and there are no changed conditions or change orders. Partial and final pay estimates are prepared by the consultant, signed by the contractor and presented to the City for processing.

The project concludes and is on budget. Final paperwork is collected by the consultant and provided to the City along with the final pay estimate. A record drawing plan set is provided in both paper and electronic form for the project.

General Terms and Conditions

After the proposal submittal deadline, the City reserves the right to schedule interviews with selected respondents. These interviews may be conducted with groups of representatives from the City. The respondents to be interviewed will be contacted after proposal submittal to schedule an interview date and time.

The City reserves the right to negotiate terms and conditions with respondents. The City reserves the right to negotiate modifications to a proposal with a single respondent without obligation to negotiate similar modifications with other respondents. Unsolicited modifications without prior request of the owner will not be accepted.

The City reserves the right to contact any or all respondents for clarification regarding information presented in submitted proposals.

No respondent shall have a right to make a claim against the City in the event the City accepts a proposal or chooses not to accept any or all proposals. The City by this RFP does not promise to accept the proposal with the highest proposed investment or lowest cost to the City or any other proposal and specifically reserves the right to reject any or all proposals, to waive any or all informalities or irregularities in the proposals received, to investigate the qualifications and experience of any applicant, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, and to negotiate the requested proposal and contract terms with any respondent.

The City reserves the right to add to, amend, withdraw, and/or cancel, in part or entirely, this RFP for any or no reason and at any time with no liability to any prospective respondent for any costs or expenses incurred in connection with this RFP or otherwise. The City further reserves the right to terminate negotiations with any party, following or prior to acceptance of any proposal, at any time. If any part of this RFP is revised, the addenda will be posted on the City's website.

The City Council retains the sole right to make any decision regarding which respondent to negotiate with or to reject all proposals. The City Council will weigh the evaluation team's recommendation, but the City Council does not need to follow the evaluation team's recommendation.

The City shall not be responsible for any costs incurred by respondents in connection with this RFP. Respondents shall bear all expenses associated to offer submission, attendance at interviews, if any, or any other activity related to the RFP or otherwise.

Information supplied by respondents to the City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA"). Consequently, submitted proposals will become public unless it is otherwise classified by the MGDPA. If a respondent believes any other-than-public information will be included in a proposal, they shall identify that data and explain how and why that data falls within one of the MGDPA's exceptions. Notwithstanding the foregoing, the RFP respondents agree as a condition of submitting a proposal that the City will not be liable or accountable for any loss or damage that may result from a breach of confidentiality.

This RFP includes a template contract. The City will use this Contract as part of the final approval process.

Selection Process/Criteria

Proposals will be reviewed as indicated in the included timetable. City staff will determine which firms are interviewed by the City Council following a review of the proposals submitted.

Schedule of Dates

Date	Description
November 1, 2024	Advertise requests for proposals
November 19, 2024	Conduct Q & A session at 11:00 a.m. for representatives from interested firms (Fairmont City Hall)
December 4, 2024	Proposals are due to City
TBD	Council work session to conduct oral interviews with selected firms and direct staff to negotiate contract with selected firm*
January 27, 2025	City Council to approve contract with selected firm

**The oral interview process will consist of each firm responding to five questions that have been provided to each firm in advance of the interview. The period to respond to these five questions will be limited to 20 minutes. Following the 20-minute response to the five questions, follow-up questions, as necessary, will be asked by the City.*

Submission

Submit one (1) paper copy and one (1) digital copy of the proposal indicated in the cover letter, to be entitled "RFP for General Engineering Services" on or before Noon on December 4, 2024 to:

Matthew R York
Dir of Public Works/Utilities
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031



DECEMBER 4, 2024



GENERAL ENGINEERING SERVICES

CITY OF FAIRMONT, MINNESOTA

BOLTON & MENK

Contact:

Troy Nemmers, PE

507-236-9832

Troy.Nemmers@bolton-menk.com

.....

1501 South State Street | Suite 100

Fairmont, MN 56031

507-238-4738 | Bolton-Menk.com

December 4, 2024

Matthew R York
Director of Public Works/Utilities
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

RE: Proposal for General Engineering
Services

Dear Matthew:

The City of Fairmont is seeking a city engineer to enhance the community's infrastructure and support long-term growth. This will involve projects that require strong collaboration between engineering disciplines, including urban design, transportation, and water resources, to ensure that the city's vision is achieved in a way that is safe, sustainable, and functional. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that not only meet technical specifications but also support the broader community's needs. We understand that successful completion of these projects will require not just technical expertise but also an understanding of the city's unique needs and priorities. Our city first approach will create a synergistic relationship of trust that is second to none.

LOCAL PRESENCE AND UNMATCHED RESPONSIVENESS

Throughout our decades together, your city engineer has always lived and worked in Fairmont. Whether that engineer was employed by the city or by Bolton & Menk, our local team has always played a significant role in supporting the engineering needs of the community. Our local presence and long-standing history with the city affords us an intimate understanding of the city's unique challenges and opportunities. This presence allows us to respond more quickly to the city's needs and provide tailored, responsive service, something that is truly unmatched by firms located outside the community. We understand the importance of clear, timely, and concise communication and are committed to delivering quick responses, with a guaranteed two-business-day turnaround on all inquiries.

FUNDING EXPERTISE AND COST EFFICIENCY

Bolton & Menk also brings exceptional expertise in securing funding for municipal projects. Over the past 12 years, our firm has helped the City of Fairmont secure nearly \$13 million in grants. We understand that the City of Fairmont is focused on ensuring the community is receiving the best value on every project. With our extensive funding experience, we can help the city secure additional financial resources to maximize project value and minimize out-of-pocket costs. Our proven track record in grant procurement will ensure that the city is fully supported in navigating funding options for any needed improvements.

DEEP HISTORY WITH THE CITY OF FAIRMONT

Our relationship with the City of Fairmont is not just professional—it's personal. We have been an active part of the community for many years, sponsoring local events and engaging with residents. **Bolton & Menk's commitment to Fairmont goes beyond just providing services; we live and work alongside the residents, and our ongoing involvement in the community speaks to our dedication.**

In continued service to the City of Fairmont, we are excited at the opportunity to fill your city engineer role. I will serve as your lead contact and designated city engineer/project manager. Please contact me at 507-236-9832 or Troy.Nemmers@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,
Bolton & Menk, Inc.



Troy Nemmers, PE
Senior Project Manager



Real People. Real Solutions.

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

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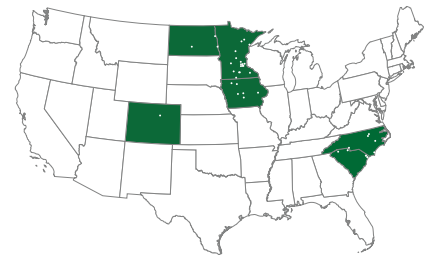
BOLTON & MENK

FIRM PROFILE

We believe all people should live in safe, sustainable, and beautiful communities and we take pride in our ability to make that happen. It's why we get out of bed every morning.

Our commitment to communities began in 1949, serving the needs of municipal clients. As we continue to grow in both numbers and experience, our dedication to building trust and ensuring a true partnership with our clients remains the same. Our goal is to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Simply put, we're people helping people. Today, Bolton & Menk, Inc. has more than 1,000 multiregional employees including a professional staff of more than 300 engineers, planners, landscape architects, and surveyors.

We have been successfully serving communities for 75 years. We are committed to helping each community prosper in its own way, at its own rate. Our dedicated team of professionals allow us to provide a full complement of services to every community—as much or as little as you need. We don't just finish projects and move on. We're committed to being a lasting partner, continuously supporting the communities we serve.



WE ARE LONG-TERM INVESTORS IN THE CITY OF FAIRMONT.

Our Fairmont office was established in 1965 and specializes in municipal engineering for area communities. We serve clients with populations ranging from 80 people to 14,000, including Blue Earth, Sherburn, Worthington, Pipestone, Truman, Northrop, Winnebago, Granada, Welcome, Trimont, Dunnell, Ceylon, and more. We live in Fairmont and understand the community's day-to-day needs. We have a team of local experts that will find the solutions the community desires.

Solutions Provided

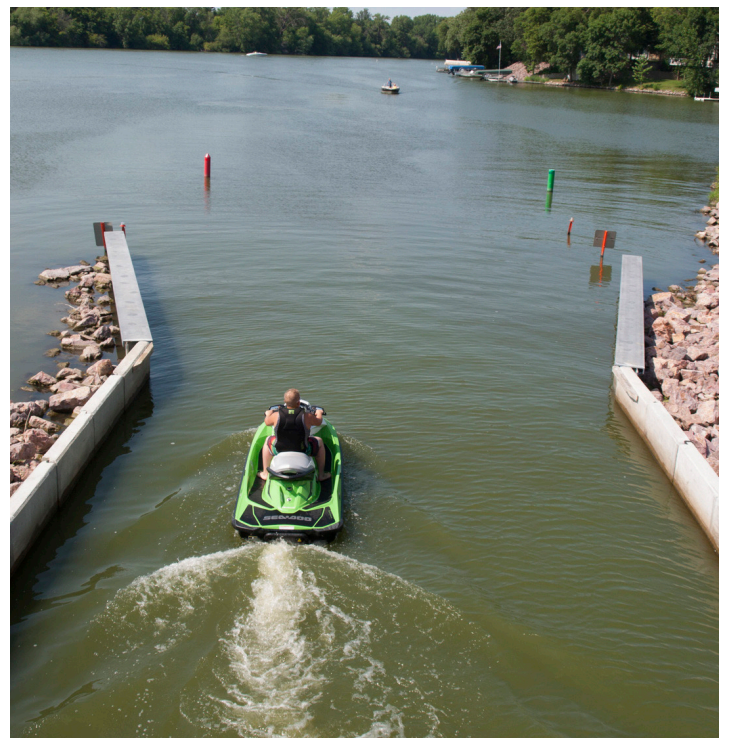
- Civil/Municipal Planning & Engineering
- Structural Services
- Planning & Urban Design
- Transportation Planning & Engineering
- Water Resources Engineering
- Environmental Planning & Permitting
- Water & Wastewater Engineering
- Construction Administration & Inspection
- Land Surveying
- Geographic Information Systems
- Project Funding Support
- Project Communication
- Visual Communications



QUALIFICATIONS AND RELEVANT EXPERIENCE

Bolton & Menk, Inc. specializes in providing infrastructure services for municipalities and serves as the designated city engineer for more than 175 communities in Minnesota. Over our 75-year history, the firm has continued to grow and expand its expertise based on the unique needs and challenges of cities.

In addition to basic services such as infrastructure maintenance, reconstruction, and expansion, we offer specialized expertise in traffic and transportation engineering, landscape architecture, water resources, environmental services, surveying and mapping, water and wastewater treatment, architecture, city planning, as well as airport planning and engineering. This range of municipal services enables our firm to easily accommodate the diverse needs of our clients. We have highlighted several projects as examples of recent and related team experience. Client satisfaction remains a top priority for us, as evidenced by quality deliverables, cost-effective rates, and timely project delivery. Additional project information is available upon request.





Bolton & Menk was an integral part of the team that worked together to provide layout options, design concepts and ultimately an excellent solution to address existing traffic and infrastructure challenges as well as improving the safety of this corridor.



KEY STAFF INVOLVED

Troy Nemmers, PE | Wes Brown, PE | Jennifer McCoy, PE, PTOE | Travis Winter, PE, LEED AP, Wade Bartz | Matt Cole, PE



REFERENCE

Nick Lardy, Street and Park Superintendent
City of Fairmont
507-235-9330 - nlardy@fairmont.org

LAKE AVENUE IMPROVEMENTS CITY OF FAIRMONT, MINNESOTA

Lake Avenue/Blue Earth Avenue in downtown Fairmont was a four-lane undivided roadway with outdated traffic signals, sharp curves, and elevation changes that created challenging intersection geometries. This road served as a main route into downtown and facilitated truck movements to local businesses.

Bolton & Menk prepared the traffic analysis and developed alternatives for the intersection reconfigurations and corridor cross-section options for Lake Avenue. We worked extensively with the public, city staff, Martin County, and the Fairmont City Council to gain project support. We prepared the traffic memorandum summarizing the results, as well as the necessary documents for the variance request and ICE

report for submittal to MnDOT as part of the proposed project changes.

The project resulted in a community-supported corridor improvement plan. The plan included a four- to three-lane conversion, simplified intersections, improved pedestrian crossings, a bike trail, and a mini roundabout at Downtown Plaza and Blue Earth Avenue.



Many challenges faced the city when this project began. Along with the normal challenges of failing infrastructure and safety concerns, this project needed to address business operation, right-of-way acquisition, and channel navigation to name just a few. Bolton & Menk worked with city staff, business owners, and land acquisition specialists to deliver a successful project that addressed each of the challenges and resulted in a city amenity for traffic both on the street and on the water.



KEY STAFF INVOLVED

Troy Nemmers, PE | Jazon Zinter, PE | Joe Haefner, PLS | Bruce Firkins



REFERENCE

Nick Lardy, Street and Park Superintendent
City of Fairmont
507-235-9330 - nlardy@fairmont.org

LAIR ROAD BRIDGE IMPROVEMENTS CITY OF FAIRMONT, MINNESOTA

The City of Fairmont prides itself on the many lakes surrounding the community. Lair Road and the Lair Road Bridge needed replacement over a connecting channel between Budd Lake and Hall Lake. The channel flowing beneath the Lair Road Bridge presented both a challenge and an opportunity during the reconstruction of the bridge and roadway. Additionally, municipal state aid requirements created challenges with providing pedestrian accessibility to two adjacent businesses while maintaining the required vehicle site distances and maximum slopes.

Through creative engineering solutions of the Bolton & Menk team, a new bridge was constructed adjacent to the existing bridge, thereby maintaining normal traffic flow until the old bridge was removed. Additionally, increased channel width allowed for better boat access to both lakes.



Bolton & Menk's Fairmont office serves as the city engineer for more than 20 neighboring communities. Pipestone is one example in which we have provided full service city engineering services for more than 10 years.



KEY STAFF INVOLVED

Travis Winter, PE | Derek Behrens, PE | Joe Haefner, PLS | John Graupman, PE | John Shain, GISP | Chelsea Alger | Jim Archer, PE | Jazon Zinter, PE | Casey Byers, PLA



REFERENCE

Deb Nelson, City Administrator, City of Pipestone
507-825-3324 – dnelson@cityofpipestone.com

CITY ENGINEERING SERVICES CITY OF PIPESTONE, MINNESOTA

Since being selected as the city engineer for Pipestone in 2014, Bolton & Menk has continuously supported the city. Our services range from daily engineering support to complex infrastructure projects, including a premier water treatment facility that resolved a longstanding wastewater compliance problem.

Pipestone, located in southwest Minnesota, faces challenges that require innovative engineering solutions. The city chose Bolton & Menk for our comprehensive in-house capabilities as a full-service firm.

We act as an extension of the city's staff, addressing community questions and concerns through regular office hours at city hall, attending city council meetings, and holding weekly meetings with city staff.

Additionally, we provide specialty engineering services such as:

- Athletic facilities design
- Building construction
- New building construction management
- Historic building assessment
- Demolition of blighted buildings
- Water and wastewater operations assistance
- Establishment and ongoing support of a GIS system that also serves as an asset management tool
- Airport engineering
- Stormwater modeling and scoping for judicial ditch improvements and flood mitigation
- Private development plan review
- Guidance on assessments and review/revisions to an outdated assessment policy
- Capital improvement planning
- Guidance on street maintenance best practices



Bolton & Menk's Fairmont Office serves as the city engineer for more than 20 neighboring communities. Blue Earth, MN is one of several examples in which we have provided full service city engineering services to a community for more than 50 years.



KEY STAFF INVOLVED

Wes Brown, PE | Travis Winter, PE, LEED AP
| Wade Bartz | Mojra Hauenstein, AICP, LEED
AP ND, | John Shain, GISP | Dan Donayre,
MWPCP, PWS | Jim Archer, PE | Chelsea
Alger | Casey Byers, PLA | Tim Olson, PE



REFERENCE

Rick Scholtes, Mayor, City of Blue Earth
507-526-7336 - rscholtes@bevcomm.com

CITY ENGINEERING SERVICES CITY OF BLUE EARTH, MINNESOTA

Bolton & Menk has served as the city engineer and comprehensive engineering consultant for the City of Blue Earth since 1962. During our 60-year tenure, we have advised staff and council on:

- Site plan and plat reviews
- Policy updates
- Assessment procedures
- Water and wastewater operations
- Capital improvement planning
- Zoning code review
- ADA compliance
- Street maintenance
- Traffic safety concerns
- Annual budgeting
- Parcel boundary surveys
- GIS mapping support
- Funding applications
- And more

We have operated as an extension of city staff by assisting with training and operational support. We regularly attend and participate in council meetings to inform decision-makers and the public regarding infrastructure and operational decisions.

In addition to our daily general engineering support and frequent participation in community events and programs, we have completed the design and construction oversight for hundreds of infrastructure improvement projects for the city, including:

- Dozens of street reconstruction projects
- Sewer and water improvements
- Drainage improvements
- Wastewater treatment plan upgrades
- Lift station upgrades and replacements
- Water treatment plan upgrades
- Airport surface and facilities
- Parks and recreation
- Athletic facilities
- Sidewalks and bikeways
- Commercial and residential developments
- Trunk highway and intersection improvements
- Pavement preservation and resurfacing
- And more



EAST CENTRAL STORMWATER PROJECT CITY OF STORM LAKE, IOWA

An inadequate storm sewer system caused flooding with just 3 inches of rain. Bolton & Menk developed a unique green infrastructure stormwater system that eliminated flooding and significantly improved the quality of water runoff into Storm Lake.

Rainwater is funneled into bioswales along the treatment route. Some of the water is used by plants, the rest is sent through an underground sand and gravel filter, into a pipe system, and onto the next treatment feature, making its way to Storm Lake. The treatment train naturally removes up to 80 percent of phosphorus from the rainwater. This approach saved more than \$150,000 in construction versus a traditional approach of piping unfiltered stormwater directly into Storm Lake. This is the first time this underground filter system has been used in Iowa.



ACTIVE TRANSPORTATION PLAN CITY OF FAIRMONT, MINNESOTA

The City of Fairmont was looking to develop a more comprehensive trail plan to highlight existing trail options as well as developing a plan for future trail improvements around the city. Bolton & Menk work with city staff, park board, and residents to identify current trail and pedestrian routes. These routes were identified in the plan and mapped for use by the general public. The plan also identified multiple locations

around the city and made recommendations for the type of improvements needed. This plan is intended to be a guide for future development of the community.



HARTLEY PARK GREEN INFRASTRUCTURE IMPROVEMENTS ST. LOUIS COUNTY, MINNESOTA

Hartley Natural Area is part of the Duluth Natural Area Program (DNAP), underscoring its value to the community as an important natural asset. Finding a balance between ecological value, environmental preservation, and recreation at Hartley Park is of utmost importance to its stakeholders. Currently, 117 acres of suburban drainage enter Tischer Creek untreated, creating new opportunities to manage and reduce legacy

pollution that has discharged into the park for generations while also mitigating flooding exacerbated by short, intense rainfall events.

The success of this project is contingent upon Bolton & Menk's and St. Louis County's ability to navigate the needs of all stakeholders, both overlapping and competing, and developing design, construction, and maintenance plans that are implementable and sustainable.

Bolton & Menk, St. Louis County, the City of Duluth, and key agency stakeholders continue to develop green infrastructure solutions that are publicly accepted. Diverting large volumes of water from a busy county road requires balancing water quality improvements with flood control to ensure both environmental protection and public safety.



IDENTIFICATION AND QUALIFICATIONS OF ASSIGNED PERSONNEL

Bolton & Menk will serve the City of Fairmont using an engineering team approach led by Troy Nemmers as your consultant city engineer, supported by local staff based out of our Fairmont office. Justin Schmidt will assist Troy as needed to ensure projects and tasks continue to be addressed even when Troy is out of town or unavailable. In addition to providing a local support team, Bolton & Menk will quickly engage individuals or teams from our more than 300 technical experts across the firm as necessary to support the city's needs. We are prepared to handle all services listed in the scope of services.

A structured team assembled from our organization of experienced professionals will support Troy and offer a full-service approach to the City of Fairmont. The team will provide expertise in municipal services, stormwater management, wastewater collection and treatment, water supply, storage, distribution, and treatment, transportation engineering, landscape architecture, architecture, GIS, surveying, municipal planning, and funding. With consistent and close coordination, our team serves as an extension of city staff.

Following the organizational chart, a concise summary of qualifications for key team members is presented. Detailed education and experience biographies for the key team members are available upon request.

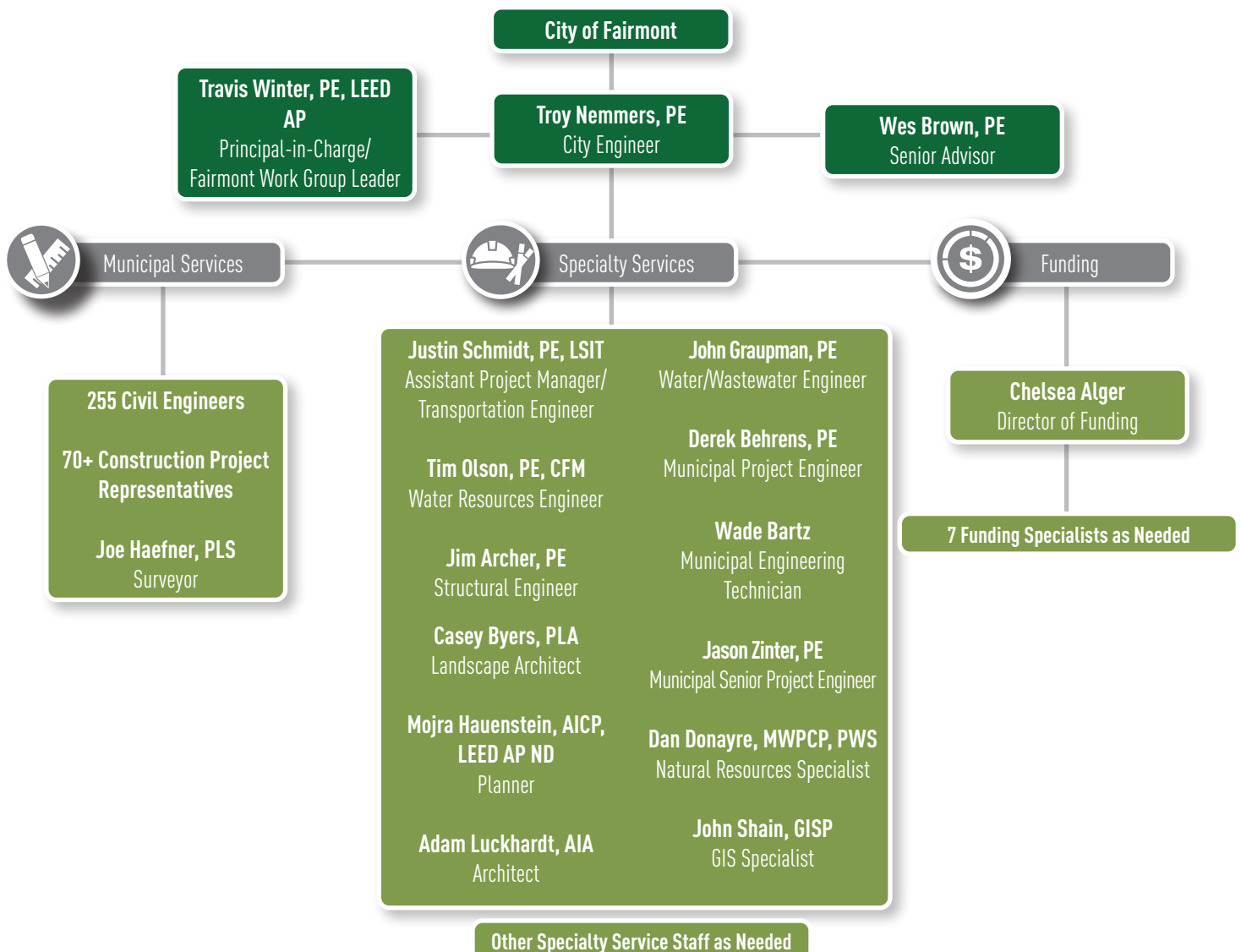


IDENTIFICATION AND QUALIFICATIONS OF ASSIGNED PERSONNEL

Our team will provide seamless service, as if we are just down the hall and a member of Fairmont city staff. As your client service manager, Troy Nemmers will closely coordinate with city administration, staff, and council.

Our approach includes these key features:

- We will help find funding for projects wherever possible
- Troy will keep the city informed of work status and will work as an extension of city staff
- Troy will proactively seek opportunities and efficiencies for the benefit of Fairmont
- As assigned by city staff and/or city council, our team will complete duties requested within the designated schedule
- We are available to respond to Fairmont City Council or staff inquiries quickly and effectively via phone and email and all responses will be within a 2 business day time frame, if not sooner
- Upon request, we will provide written reports for inclusion in city council packets, attend and present progress at city council meetings, and update staff and council on ongoing projects
- Troy will be available to the public during normal business hours and would be available for pre-arranged office hours at city hall if that is desired
- During infrastructure project construction, Troy will assign a construction project representative (CPR) to the city who will be on-site during construction activities as requested by the city





TROY NEMMERS, PE

DESIGNATED CITY ENGINEER/PROJECT MANAGER | 26 YEARS OF EXPERIENCE

Education: Bachelor of Science, Civil Engineering, North Dakota State University

Certifications: Professional Engineer - MN

Troy will be the primary point of contact for the City of Fairmont. Troy works out of the Fairmont office and is available to city staff or residents on short notice and will respond in person when needed. He will communicate with city staff on a regular basis to maintain the pulse of what is going on within the engineering department. He will work to assign the appropriate Bolton & Menk staff to complete the tasks requested by city staff or city council.

Troy is a senior project manager on the Bolton & Menk team who began his career in 1999 and served as a city engineer on the public side for 15 years before joining Bolton & Menk. He is an expert in municipal operations, state aid processes, MS4 requirements, bridge program management, and public utility operations, maintenance, and construction. Troy's passion for the field stems from his love of problem solving—he enjoys working on projects that help make communities a better place for all to live, work, and play. Troy has called Fairmont home since 2008.



TRAVIS WINTER, PE, LEED AP

Principal-in-Charge/Fairmont Group Leader

21 years of experience

Travis is our Fairmont Work Group Leader and has more than 21 years of consulting city engineering experience. He will ensure our team has the resources and support to successfully deliver services to Fairmont. He will be a sounding board for Troy and Justin in evaluate solutions for any situation that arises.

Travis began his career in civil engineering in 2004 and has

worked out of the Fairmont office since 2012. He enjoys working with clients to learn about their infrastructure needs and help them find solutions and funding. His range of experience includes planning, design, bidding, and construction administration of municipal projects—from street improvements to wastewater collection and treatment to park, trail, and recreation facilities. Travis serves as the consultant city engineer for multiple cities in the region and in Martin County. He also serves communities not only as an engineer, but as a fire fighter and emergency medical technician for the City of Sherburn Fire and Ambulance Department.



WES BROWN, PE

Senior Advisor

27 years of experience

Wes will support Troy and the Fairmont team by providing historical and technical background, strategic operational guidance, and assistance with allocating the most qualified teammates and company resources to best serve the City of Fairmont.

As an active and involved resident for 15 years and the previous leader of our Fairmont office, Wes is particularly committed to ensuring cost effective and quality service to the Fairmont

community. As a senior principal and member of the firm's Board of Directors, he is responsible for the overall operations and leadership of project teams to ensure quality service and client satisfaction. Wes began his career in 1998 and he has a range of experience in the planning, design, bidding, and construction administration of public infrastructure projects. He has served as the consultant city engineer for 12 communities in Minnesota and Iowa over the past 20 years.



JUSTIN SCHMIDT, PE, LSIT
**Assistant Project Manager/
Transportation Engineer**

20 years of experience

Justin will lead all transportation and traffic efforts for the city starting with the study phase and progressing through alternative analysis and into preliminary and final design. Justin has experience with delivery of complex design projects including those on the state aid system with state and federal funding. With more than 15 years at Bolton & Menk, Justin has relationships with many throughout the company and will utilize those relationships to provide Fairmont the correct person for the task.

Education: Bachelor of Science, Civil Engineering, Iowa State University

Certifications:
Professional Engineer - MN
Land Surveyor In Training - LSIT

Justin is a transportation project manager who began his profession in 2005. He takes pride in the work he does and the fact that each of our projects improves the communities where we live and work. He is passionate about serving the public and takes pride in enhancing the safety and quality of the communities he serves. He spent 18 years practicing engineering in the Twin Cities metro area before moving to Fairmont in 2023. Outside of work, Justin enjoys officiating local sporting events and spending time with family.



TIM OLSON, PE, CFM
Water Resources Engineer

19 years of experience

Tim will support the city engineering services regarding water resources and his staff will assist with stormwater design and modeling as well as supporting city staff with MS4 compliance and development reviews. Tim's team will also provide expertise in the lakes management field as it relates to the Fairmont Chain of Lakes.

Tim, a principal water resources engineer at Bolton & Menk since 2006, manages complex water resources and environmentally sensitive projects. He specializes in surface water management

planning, best management practice design, hydrologic

and hydraulic modeling, drainage design, and stormwater permitting. Tim integrates GIS techniques with water resources design and analysis. Passionate about stormwater and water quality education, he participates in various steering committees and stakeholder groups, enjoying collaboration and partnership development to achieve shared goals.



JIM ARCHER, PE
Structural Engineer

24 years of experience

Jim will lead any structural design or review, specifically regarding the city's local bridges. He and his staff can provide bridge inspections and serve as the program administrator for the city's bridge program.

Education: Bachelor of Science, Civil Engineering, University of Minnesota

Certifications:
Professional Engineer - MN, IA, ND

Jim is the principal work group leader and practice area leader of structural services for Bolton & Menk. He began his engineering career in 2001 and is responsible for planning and designing bridges and other structural infrastructure

as well as business development activities and client service. He is committed to delivering projects that satisfy current and future needs in a practical, functional, and maintainable way. His knowledge and expertise in asset management gives him a unique understanding of the effects structural design has on project budgets and long-term maintenance activities.



CASEY BYERS, PLA

Landscape Architecture

19 years of experience

Casey will be available for city staff to consult on any landscape or master planning objectives. He and his team can provide concept sketches for parks and recreation. Their work will provide an aesthetically pleasing finish to many of the projects that are completed.

Education: Bachelor of Landscape Architecture, Landscape Architecture, Iowa State University College of Design

Certifications: Professional Landscape Architect - PLA, MN, IA, CO

As a principal landscape architect, Casey helps communities implement beneficial projects. His expertise in urban design, corridor planning, parks and recreation, and master planning covers the entire project life cycle. Casey excels in building community support through conscious design, timeliness, and effective public facilitation, leading to successful, community-backed projects. As a practice area leader for planning and urban design at Bolton & Menk, he is passionate about helping communities realize their vision and conveying the value of quality, technically sound, and environmentally conscious designs. Casey enjoys the collaborative process with clients to develop and implement creative solutions.



JOHN GRAUPMAN, PE

Water/Wastewater Engineer

29 years of experience

John will assist city staff with ongoing water and wastewater projects and treatment questions. He is familiar with the city's current treatment operations and has knowledge of the future regulations and how they will impact the City of Fairmont.

Education: Bachelor of Science, Civil Engineering, South Dakota State University; Master of Science, Civil and Environmental Engineering, South Dakota State University

Certifications: Professional Engineer - MN, IA, ND, NE

John manages a range of environmental projects in both the municipal and industrial fields. Joining Bolton & Menk in 1996, John has been part of an innovative environmental team that has worked on several projects not previously done in

the United States. His experience includes planning and feasibility studies; water storage, distribution, and treatment systems; and wastewater treatment facilities.



CHELSEA ALGER

Funding Director

21 years of experience

Chelsea will be the city resource for funding opportunities across the entire range of municipal functions. Her team maintains a close watch on all funding programs available to communities from parks to streets, to wastewater plants she will identify possible funding sources and work with staff to complete a strong application.

Education: Master of Arts, Urban Planning, Minnesota State University, Mankato - Bachelor of Arts, Accounting, Augsburg College

Certifications: Housing Development Finance Professional - HDFP

Chelsea is the director of funding at Bolton & Menk. She began her career in 2003. She previously worked in city government and as a non-profit resource development officer. Chelsea has expertise

in public infrastructure and community development funding programs. A career highlight includes managing a national ArtPlace America grant, using arts and cultural strategies for sustainable community development. Her collaboration with environmental and civil project managers has secured low-interest loans and grants for clients. Chelsea is passionate about strategic thinking and finding workable solutions for all parties involved.



MOJRA HAUENSTEIN, AICP, LEED AP ND

Planner

27 years of experience

Mojra will provide planning support to city staff and assist with planning and zoning questions as well as discussions regarding the city's comprehensive plan.

Education: Bachelor of Architecture, Architecture, University of Manchester, Great Britain

Certifications: Certified Planner - AICP

Mojra is a senior planner at Bolton & Menk who began her career in 1998. Her experience includes comprehensive planning, zoning, community engagement, and economic development with an

emphasis on sustainability and resilience practices. Mojra's expertise spans the areas of neighborhood development and architecture, and conservation and sustainability, as well as economic revitalizations. She is passionate about providing unique, vision-focused, sustainable solutions to communities in need.



DEREK BEHRENS, PE

Municipal Project Engineer

13 years of experience

Derek will complete project design and construction oversight on many local projects.

Education: Bachelor of Science, Civil Engineering, South Dakota State University

Certifications: Professional Engineer - PE, MN

Derek is a project engineer at Bolton & Menk who began his career in 2012. His responsibilities span municipal design engineering, ag drainage design, and construction project representation. His passion for the field stems from his drive to design and create solutions to better local communities.



WADE BARTZ

Municipal Engineering Technician

16 years of experience

Wade will work with the contractors on projects to ensure construction details are followed and the project complies with state and local specifications. He will also work with residents and property owners to keep them informed and answer questions during construction.

Education: Associate of Applied Science, Civil Engineering Technology, Des Moines Area Community College

Certifications: eRailSafe System Badge, Grading and Base 1, Bituminous Street, Aggregate Production

Wade is an engineering technician who began his career in 2008. He provides design assistance and is responsible for construction management on projects. His project tasks include planning, detailed design, computer aided drafting, quantity take off, and

cost estimating. His on-site construction representative duties typically involve assisting the survey crew and contractor with project layout and observing the contractor to ensure the improvements conform to the plans and specifications. Other responsibilities include on-site design modifications, measurement of complete quantities, preparing pay estimates, monitoring project schedules, coordinating schedules, performing materials testing, and providing day-to-day coordination with the client, contractor, and property owners.



JASON ZINTER, PE

Municipal Senior Project Engineer

20 years of experience

Jason will provide street and stormwater expertise based on his knowledge of municipal construction.

Education: Bachelor of Science, Civil Engineering, University of North Dakota

Certifications: Professional Engineer - MN

Jason is a project engineer who began his career in 2005. He is involved with design, drafting, design coordination, and construction inspection of many project types including municipal reconstruction, residential subdivision development, commercial subdivision development, and commercial site development. His experience includes storm sewer, sanitary

sewer, watermain, street, and pedestrian route design. Jason enjoys trying to find the best way to accomplish the specific goals of our clients.



JOHN SHAIN, GISP

GIS Specialist

26 years of experience

John will manage all GIS needs for the city.

Education: Bachelor of Science, Geographic Information Systems, Minnesota State University, Mankato

Certifications: Certified GIS Professional - GISP

John began his career with the firm in 1999 after graduating with a degree in professional geography. His passion for local government and computer science led to expertise in GIS. Bolton & Menk embraced his ideas, becoming a premier GIS provider. John manages municipal GIS systems, utility mapping, and more.



JOE HAEFNER, PLS

Surveyor

23 years of experience

Joe will be provide oversight and direction for all surveying aspects of city projects. He will assist with parcel surveys, topographic surveys, and preparation of easements and subdivision plats. He will coordinate construction staking and provide reviews of outside surveys or subdivisions as they relate to the city ordinance.

Joe began surveying in 1997 and is licensed in Minnesota and Iowa. A survey manager and principal survey practice area leader at Bolton & Menk, he is responsible for the coordination and supervision of survey work

for engineering projects in the southern Minnesota and Northern Iowa service areas. Joe enjoys working on large-scale surveying projects that cover many sections of land. He has experience performing, preparing, and supervising land surveys and parcel and right-of-way determinations involving government land corners, corner certificates, section breakdowns, highway right-of-way, and railroad properties. He oversees all aspects of land surveying activities from the establishment of initial project control through project delivery and construction staking.

Education: Bachelor of Science, Land Surveying Technology, South Central College

Certifications: Professional Land Surveyor



ADAM LUCKHARDT, AIA

Architecture

18 years of experience

Adam will be available for review of building codes or for consultation with the building official. He will also be available to assist with facility assessments and space planning for city-owned buildings.

Adam is a senior architect who began his career in 2007. As the firm's architect group leader, he is responsible for advising architecture staff and helping complete assessments, space planning, concept designs,

Education: Master of Architecture, Architecture, University of Wisconsin-Milwaukee

Certifications: American Institute of Architects

construction documents, and administration. Adam has experience as an architect and a project manager, successfully leading multiple projects ranging in cost from \$10,000 to \$200 million with an unwavering commitment to providing creative solutions that fit each individual project. Prior to joining Bolton & Menk, Adam spent 17 years at two architecture firms with national footprints. He is experienced working with large, multidisciplinary teams. Adam is committed to being a partner who will listen, understand, and deliver a project that will meet the long-term goals of each client.



DAN DONAYRE, MWPCP, PWS

Natural Resources Specialist

20 years of experience

Dan will be available to assist with wetland delineations or LGU reviews of outside development projects. He will also provide a resource for grading or construction activities in and around the lakes to ensure they comply with state and federal requirements.

Dan leads Bolton & Menk's natural resources team and is responsible for coordinating with state and federal agencies to work through difficult aquatic resource delineations and permitting. He began his duties in 2005 and has conducted hundreds of wetland

delineations, GPS surveys, and MnRAM analyses. Dan has successfully completed Wetland Conservation Act (WCA), Minnesota Department of Natural Resources, and U.S. Army Corps of Engineers permitting processes related to type and boundary applications, replacement plans, de minimis applications, exemption applications, no loss applications, and banking plans. He also acts as the local government unit (LGU) for several client communities. His duties as LGU include reviewing applications under the WCA, organizing and leading technical evaluation panel meetings, and issuing notices of decision.

Education: Bachelor of Arts, Environmental Studies, University of North Carolina

Certifications: MN Wetland Professional Certification Program - MWPCP, Professional Wetland Scientist - PWS



PROFESSIONAL SERVICES CAPABILITIES AND APPROACH TO SCOPE OF SERVICES

Our team is designed to operate as part of the City of Fairmont staff. Your priorities become our priorities. By choosing Bolton & Menk, Fairmont will have the resources of a national firm, but you will feel like we are just down the hall. As experienced consultant city engineers, we customize services for each community, knowing that what works for one city may not be right for Fairmont. We provide options and let you decide whether to be innovative and game-changing or to get the job done efficiently. We provide solutions that best fit your needs.



GENERAL ENGINEERING SERVICES

In collaboration with Fairmont city staff, we provide evaluation and recommendations on policies and programs, public works needs and planning, land use applications and construction plans for private development, and planning and layout of city-led projects. We provide comprehensive engineering services, project management for municipal projects, and construction administration services for private development. Highlighted are a few of the services we commonly provide:

- Effective communication with city council and staff, including attendance at city council and planning meetings as requested
- Infrastructure planning and maintenance reviews, including development and implementation of capital improvement plans (CIP) and pavement management programs
- Project funding research, application, and grant administration
- Parks, trails, and recreational amenities planning and design
- Policies and procedures review and development
- Water resources engineering and stormwater management assistance, including permitting, and MS4 Compliance
- Land use application review
- Construction/development plan review
- Engineering services/project management for construction



DESIGN AND BIDDING SERVICES

Bolton & Menk prepares plans and specifications for use in soliciting bids. We regularly meet with staff throughout the project development process to review progress and solicit input. We also review the plans and specifications with city staff to ensure goals are met. Upon completion, the plans and specifications are presented to the city council for consideration of approval and further direction.

Services include:

- Engineering plans and specifications
- State and federal agencies coordination and reports
- Project bidding administrative services
- Coordination with funding agencies



PROJECT MANAGEMENT AND CONSTRUCTION SERVICES

Construction services for public projects are initiated by the city and generally completed under a public construction contract. The scope of services depends on several factors such as project size, type of improvements, number of people affected by the improvement, and authorization provided by the city council and staff. Bolton & Menk understands these are not our projects; they are the city's projects. Our services will be tailored to best meet the city's needs and project goals. These services include:

- Construction observation for compliance with codes and regulations
- Improvement hearing notice, agendas, and minutes
- Survey work: construction staking and topographic surveys
- Business access/project phasing
- Permit applications
- Assessment roll preparation and assessment hearing
- Preconstruction conference and progress meetings
- Customized project communication
- Project documentation
- Construction planning and progress meetings
- County funding/state aid/federal aid coordination
- Project library of records and photos
- Project review and recommend final acceptance
- As-built drawings
- Project coordination and close-out services with funding agencies



ENGINEERING REPORTS AND TECHNICAL CORRESPONDENCE

The responsibility of completing required forms, documenting processes, verifying feasibility, and other tasks associated with funding aid and legal requirements can overwhelm city resources. Troy has the experience you can trust to expertly complete and submit all engineering reports and technical correspondence. You can sleep at night knowing he is sweating the small stuff—and the big stuff. These services include:

- Feasibility reports
- Preliminary and final assessment roll preparation
- Plat reviews
- Utility studies
- Stormwater system analysis
- Traffic studies/signalization/signage/forecasting
- State aid/federal aid reports
- Grant research and applications
- Capital improvement program studies
- Comments on other agency reports



CITY MEETINGS

Troy is comfortable in all public and one-on-one meeting settings, discussing and advocating for city projects and issues. He is able to communicate effectively with the general public. As an agent of the city, Bolton & Menk recognizes that positive interaction and communication with the residents and business owners of Fairmont is key to building community support and goodwill.

PARTICIPATION IN CITY MEETINGS

Troy will dedicate the time required to fulfill all expectations of the city and address questions and concerns professionally and promptly. He will serve as the city's primary resource for attending meetings, providing consistency for elected officials and others attending. He will be available for all required meetings and additional or unexpected meetings as necessary, including regular or special city council meetings, public hearings, work sessions, planning and zoning commission meetings, public utilities commission meetings, other city committee, commission, or staff meetings, resident and business owner meetings, developer meetings, and other engineering firm meetings.

Bolton & Menk will act as a liaison with other local, state, and federal agencies on issues requiring engineering expertise. Our staff actively maintain professional relationships with these agencies. We will meet with agencies on behalf of Fairmont as requested. We also attend annual informational meetings held by various agencies impacting municipal issues.

RESPOND TO CONSTITUENT REQUESTS

Bolton & Menk realizes that a significant portion of serving the city includes public communication and interaction, providing information and receiving input. In addition, we understand that to be truly effective, communication must go beyond information exchange and needs the following attributes:

- Care
- Preparation
- Professionalism
- Competency
- Candor
- Courage
- Respect
- Follow-through

Using all of these attributes, Troy will respond to constituent requests and issues as directed. In addition, he will work with city staff to guide residents, business owners, developers, and other members of the public through the steps needed to move projects forward efficiently and successfully.

OTHER SERVICES PROVIDED BY BOLTON & MENK STAFF



WATER & WASTEWATER

All communities need clean water. Our mission is to make sure you have it—for personal use like drinking and swimming, as well as for environmental benefits for animals. We have in-house experts dedicated to water and wastewater treatment, bringing a highly specialized team to local communities and industries to clean, conserve, and protect the local water supply.

The cost of quality water and wastewater systems can be overwhelming; our team works hard to find the best-value option and funding support. We will team

with you to truly understand your needs for today and tomorrow. Our relationship-based engineering methods have allowed us to design some of the country's most advanced and first-of-their-kind treatment facilities. We plan and design systems and processes to exceed regulatory requirements, meet capacity demands, and easily maintain, collect, and treat water and wastewater in a practical, cost-effective approach.



WATER TREATMENT

Bolton & Menk is a premier water treatment engineering firm, designing safe and reliable drinking water systems to meet the capacity needs and regulatory requirements of the communities we serve. Through a proactive planning and design process, we develop treatment facilities and storage and distribution systems that are technically feasible, publicly acceptable, environmentally compatible, and economically viable.

WASTEWATER TREATMENT

Our facilities are models of new wastewater treatment technology and have earned state and national awards and recognition. From permitting and design to construction and operations, we have the expertise to offer the right solutions. At Bolton & Menk, our technical experts are trained and certified to assist in the start-up of new facilities, ensuring your staff will be able to operate the new facility as designed. We don't leave a project until our part is done—and done in a way that reflects well on us and you.

Bolton & Menk provides the following water and wastewater services:

- Water and wastewater treatment design and planning
- Industrial wastewater consulting and design
- Water and wastewater pilot plant testing
- Water distribution and supply services
- Water storage, towers, and coatings
- Wells and wellhead protection plans
- Wastewater collection system engineering
- Lift station design and rehabilitation
- Permitting assistance
- Process optimization and troubleshooting
- Biosolids consulting
- Cost of service studies for water and wastewater utilities
- Specialty funding consulting
- Phosphorus management plans



WATER RESOURCES

The increasing complexity of water resources projects requires more innovative and customized engineering solutions. Our water resources group will provide technical and managerial support for any complicated water resources projects in Fairmont. Protection of our water resources requires dedication from state, county, and local entities, as well as collaboration between public and private stakeholders. Through careful project exploration, innovative pollution-reduction strategies, and effective stakeholder partnerships, we can protect Fairmont's environmental resources now and for years to come.

Bolton & Menk has personnel trained in the most commonly applied best management practices (BMPs). We also understand that specific site conditions require critical consideration of BMP type. We have LEED® certified staff members who can assist in designing stormwater management solutions that fit the area land use, soils, and maintenance practices. We also employ staff who have assisted many cities with their Municipally Separate Storm Sewer Systems (MS4) permits.

Our water resources services include:

- Stormwater planning and MS4 management
- Stormwater system design
- Hydrologic and hydraulic modeling
- TMDL assistance and implementation
- Best management practice and water quality improvements
- Stormwater reclamation and reuse design
- Lakes management services
- Floodplain assessment and mapping
- Culvert and waterway analysis
- Wetland services
- Agricultural drainage



LOW SALT SOLUTIONS

Chloride is a top pollutant of concern in most cold climates, and deicing salt is the main culprit. For decades, winter maintenance professionals have been trained to reduce the amount of salt in winter operations; however, they cannot solve this problem alone. Realizing help is needed, we developed LSiD™—a set of design guidelines focused on improved winter performance. These design concepts can be easily incorporated into all infrastructure projects, saving your bottom line by reducing winter maintenance effort,



salt costs, infrastructure damage, and environmental impacts.

LOW SALT DESIGN STRATEGIES

Low salt design strategies were established by listening to winter maintenance professionals and understanding their challenges.

Roads, parking lots, sidewalks, intersections, bridges, ramps, underpasses, and other critical salted surfaces can be designed to perform better with significantly less salt.

We are designing easier-to-plow surfaces with better snow storage capabilities by directing meltwater away from critical braking and pedestrian zones, outsmarting the winter wind, and using the sun to our advantage. We take pride in advancing sustainable solutions for our communities. Our LSiD™ strategies offer cost savings, improved safety, and reduced environmental concerns for all seasons.

COLD WEATHER MINDSET

Bolton & Menk is integrating low salt design into all cold climate projects. Our low salt design training and resource library help our team of planners, landscape architects, engineers, and other experts see design through the lens of winter conditions. We understand your winter maintenance concerns; our custom-designed and retrofit strategies will save you money and improve public safety.



LAND SURVEYING

Bolton & Menk began as a surveying company 75 years ago, and staying on top of the profession has always been at our core. Our professional commitment ensures unmatched service for our clients and quality results on every surveying project. Our firm offers more than 70 survey staff and the capability to operate nearly 50 survey crews. Surveying is an integral part of every project and is performed to fit and address the specific needs and focus of each particular specialty. Bolton & Menk provides mandatory proactive training for all survey staff, including internal and external technical opportunities and safety training programs. We equip our survey crews with state-of-the-art technology such as aerial drones, robotic data collection, GPS survey systems, 3D laser scanning, and digital control leveling. Surveys are planned to deliver services using the appropriate technology for the specific needs and

level of service required for each project. Where difficult or limiting field collection conditions are encountered or special deliverables are desired, we use special technology such as drones, laser scanning, and mobile laser scanning.

By working with more than 300 agencies, Bolton & Menk has gained a wealth of experience in right-of-way and easement acquisition surveys, as well as utility easements.

Our land surveying staff offer competitive services with accuracy and efficiency, using state-of-the-art technology such as:

- Robotic data collection
- GPS (Global Positioning Systems)
- 3D laser scanning and digital control leveling
- Drones



FROM THEN
TO NOW





PROJECT COMMUNICATION

All our project communication is customized for the project and audience. Tools like preconstruction conferences, progress meetings, and on-site observations effectively keep the lines of communication open with all project stakeholders. We are experienced in collecting and providing project information. We use a variety of communication tools, depending on the project:

Project-Specific Newsletter

A project-specific newsletter is an excellent way to keep residents, businesses, and property owners informed of the status and schedule of a project, especially for long timelines.

Pop-Up Meetings

Pop-up meetings in the heart of the community offer great opportunities to get the word out about a project or gather public input. Our team can attend community events or set up booths at local hangouts where people naturally gather.

Social Media

Social media can serve as an efficient way to keep residents informed of project status and schedule.


Surveys

Another great way to gather input is through online surveys. We can create and post surveys on project web pages and promote them through multiple avenues, including social media. Any survey results would be summarized and presented as reports to council and city staff.


Website

We can design and host project web pages on Bolton & Menk's website for Fairmont and its community members. These project web pages may include digital versions of the project newsletter, project schedules, detour information, construction updates, city ordinances, and project contacts.

You can see examples from other Bolton & Menk communities on our website, <https://www.bolton-menk.com/public-projects/>

SAFELY CONNECTING COMMUNITIES


HOME OVERVIEW PUBLIC INVOLVEMENT DOCUMENTS



HOME

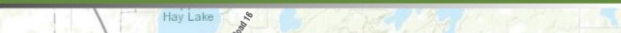
COOPERATIVE COMMUNITY ENHANCEMENT PROJECT

SAFELY CONNECTING COMMUNITIES



Join us for the **Cooperative Community Project**

POP-UP EVENT!



CLICK TO SUBSCRIBE FOR UPDATES!

To sign up for project updates, please enter your contact information below.

1. Subscription Type

Email ▾

★Email/Phone Number

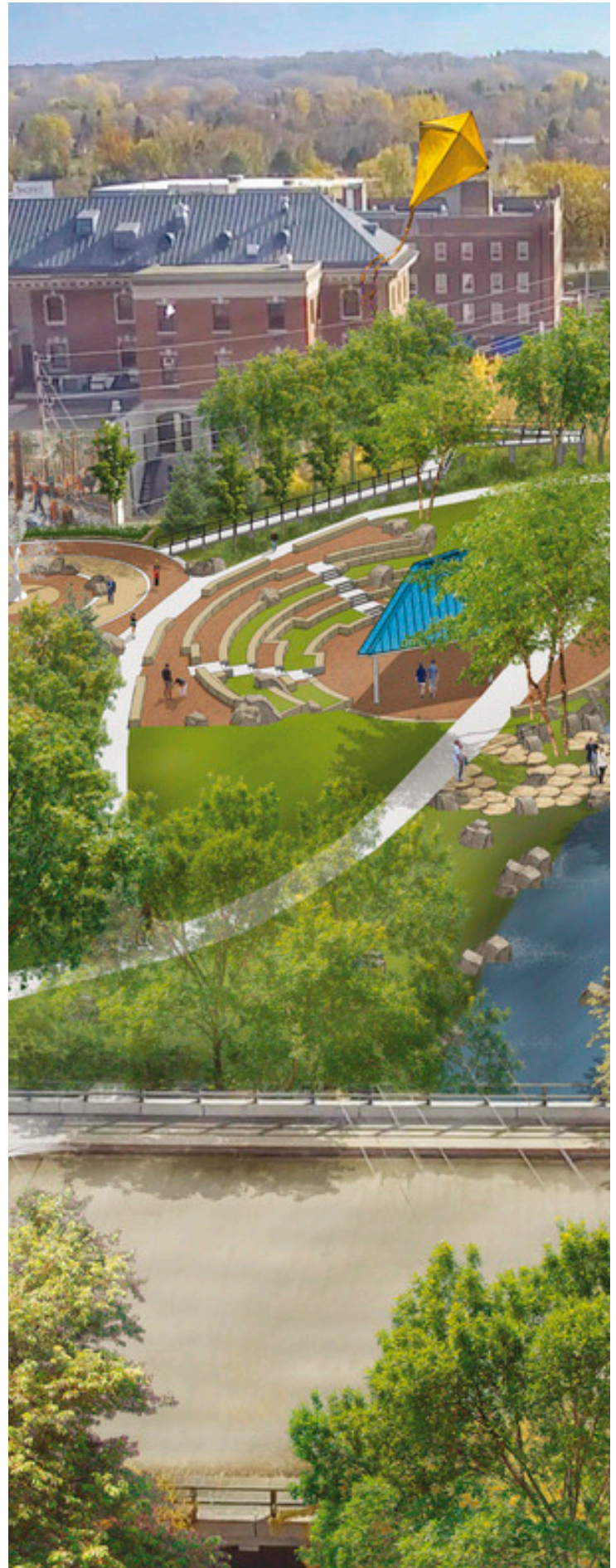


PARKS, TRAILS, AND RECREATION PLANNING

Bolton & Menk's team of landscape architects works to create engaging, sustainable parks and public gathering spaces within communities. We engage stakeholders to build on their ideas and craft sustainable and cost-effective solutions that will work today and tomorrow.

Our approach covers services at every level of parks and recreation projects—from system-wide master planning, developing master plans for specific parks, preparing technical details and construction documents, to observing installation. Whether designing an attractive passive or active space or creating a long-term vision, you can count on us to bring creativity and innovation to your parks and recreation projects. We are passionate about collaborating with communities to develop plans that capture their long-term visions and foster the creation of places residents can enjoy.

Our landscape architects lead multidisciplinary teams to ensure consideration of a multitude of topics related to parks and recreation: grading plans, water quality needs, playground design, accessibility and accessible routes, planting plans, architectural facilities, maintenance (during both summer and winter), and site selection.





WORKLOAD AND PROJECT SCHEDULING

Bolton & Menk is fully committed to dedicating the necessary resources to ensure that the City of Fairmont's projects are completed on time and within budget. We have the capacity and expertise to handle any project. Our team's commitment to exceptional client service and timely delivery will ensure that all milestones are met in alignment with the city's expectations.

CURRENT PROJECT WORKLOAD

We have carefully assessed our current project workload and are confident in our ability to accommodate Fairmont's needs without compromising the quality of our services. **Troy currently works with the Cities of Fairmont, Truman, Jackson, and Bricelyn and has a team of staff available for this work.** Our team is equipped with the necessary resources, including experienced staff and specialized expertise, to effectively manage multiple concurrent projects. At Bolton & Menk, we prioritize projects based on client needs and ensure that the required personnel are available to meet the demands of each project.

CAPACITY TO MEET DEADLINES

We understand that the City of Fairmont requires prompt and responsive service. **Bolton & Menk will meet the city's two-business-day response time for emails and calls.** Our project managers and team are trained to handle time-sensitive issues and maintain open communication to address inquiries and concerns promptly.

Additionally, we know the city expects development plan reviews to be completed within two weeks. Bolton & Menk has a proven track record of meeting tight deadlines while ensuring thorough and accurate reviews. We have processes in place to quickly mobilize our team and prioritize work to consistently meet review timelines.

PROJECT SCHEDULING APPROACH

Our project scheduling methodology is designed to provide clear, realistic timelines that ensure the timely completion of all deliverables. Upon project initiation, **Bolton & Menk will work closely with the city to develop detailed project schedules that identify all key milestones, deliverables, and deadlines.**

Bolton & Menk has the resources, experience, and systems in place to meet the city's scheduling requirements and ensure that projects progress smoothly from start to finish. Our commitment to efficiency, combined with our capacity to respond to emerging needs, positions us as a reliable partner for the City of Fairmont.



FAMILIARITY WITH THE CITY OF FAIRMONT

We realize the City of Fairmont can choose from several engineering consultant firms. When choosing Bolton & Menk, you secure decades of municipal engineering experience and expertise, including our 60-year history since establishing an office in the City of Fairmont and more than five separate appointments as the city's interim or designated city engineer. We always have and will continue to work hard to deliver exemplary customer service and technical solutions Fairmont can count on.

History of Fairmont's City Engineers





ETHICS AND CONFLICT OF INTEREST

At Bolton & Menk, we are committed to the highest standards of professional and ethical conduct. Our firm operates with integrity and transparency in all aspects of our business, ensuring that the City of Fairmont receives objective, unbiased advice and services throughout any project. We understand the importance of maintaining the public's trust and adhering to ethical principles, particularly when working with public entities.

Ethics Statement

We are not aware of any active or pending ethics claims against the firm or our staff currently being investigated by the Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience, and Interior Design, nor of any past adverse findings against our firm or staff. Complaints to the Board and related investigations are generally handled in a confidential manner, and the firm may not necessarily be notified or be entitled to notification of complaints or investigations against individual licensees unless there is an adverse finding in the case. As noted, we are not aware of any past adverse findings.

We take great pride in our internal quality assurance and risk management processes. These procedures have been established to help protect the firm and our clients against unnecessary claims and expenses and are a major factor in the very low claims history enjoyed by Bolton & Menk.

Conflict of Interest Statement

Our team recognizes the importance of our client relationships and is committed to working with all our clients to minimize actual or perceived conflicts. We do not believe an actual or perceived conflict of interest exists at this time.

Commitment and Transparency and Accountability

Bolton & Menk believes that transparency and accountability are key elements in maintaining a strong, ethical relationship with our clients. We are committed to keeping the City of Fairmont fully informed of any potential ethical concerns or conflicts of interest that may arise. Our team will maintain open lines of communication with city staff, ensuring that all decisions and actions are fully aligned with the city's goals and ethical standards.



PROJECT MANAGEMENT SKILLS AND METHODOLOGY

The Bolton & Menk team will be led by project manager Troy Nemmers. Troy will serve as the designated city engineer, primary client contact, and will ensure the team has adequate resources and personnel to deliver the required services and scope. A key task of the project manager is to ensure consistent project communication. The project manager allocates the workload to the appropriate design staff and assists in solving day-to-day issues that may arise. Project-specific QA/QC is coordinated by the project manager relative to our comprehensive quality management plan (see below). He manages project budgets and invoicing and ensures the firm's obligations to the city, its partners and staff, and the public are met.

1

PROJECT MANAGEMENT AND METHODOLOGY

Client Communication

Bolton & Menk considers maintaining effective client communication key to a successful project. As your city engineer, you can expect all information to be communicated in a timely and proactive manner, including progress status, schedule, technical findings, stakeholder contacts, and costs. **The content of our communication will be presented in a way that any member of the public, city staff, or city council can understand.** We propose in-person, bi-weekly meetings with city staff to keep them up to date with ongoing projects as well as provide feedback on pending issues within the city. Bolton & Menk also values

communication with the council and will work with the city staff to provide necessary and time-sensitive updates to the council. Communication will be the responsibility of our project manager but also promoted among project staff and city personnel at appropriate levels where effectiveness and efficiencies can be attained. Our team will be structured and managed to be an extension of Fairmont staff, allowing open lines of communication between all members of the team.

Document Management

Bolton & Menk will work closely with the City of Fairmont as part of formal project initiation. This collaboration will help define all project deliverables and ensure all required documents are delivered in a timely, functional, quality-managed, and complete form. In the spirit of sustainable solutions, when hard copy deliverables are not required, we believe in using

suitable electronic/digital delivery systems for routine document exchange, augmented with ongoing personal communication. We work closely with each client to adapt project records processes to the specific tools and methods of that client. Internally, Bolton & Menk has a robust data and document management process, focused on standardized document development/ CAD/GIS and filing; automated backups and system preservation; organized data hierarchies; and training of staff in internal methods.

Meeting Support

We assign highly motivated and qualified staff to each project. Our team is key to project success. The proposed team has significant experience in all aspects of the planning and design services required to successfully complete each project. As such, all key team members are accustomed to attending meetings, interacting with the public at open houses and stakeholder meetings, preparing reports, and completing other essential components of the scope. In addition, we provide team support for all meetings with consultant staff; graphics and presentation materials; meeting notices, agendas, and minutes; and distribution of information using alternative and multimedia tools and formats.

2 QUALITY ASSURANCE/ QUALITY CONTROL (QA/ QC)

In addition to a strong project management structure, Bolton & Menk has developed and implemented a comprehensive QA/QC program designed to meet the needs of our firm and clients. As a more comprehensive alternative to traditional checklist and milestone reviews, our system has been designed to promote quality throughout the project delivery process and at all staff levels. Our program has successfully reduced the extent of project errors and plan problems systematically and dramatically before such conditions are integrated into project products. Routine product reviews are still an integral part of the quality control process but can now be more effectively targeted toward ongoing confirmation of appropriateness and validity of the planning process. Key focus points are:

- Comprehensive quality planning, quality maintenance, and training
- Project communications standards
- Project team assignments
- Technology evaluation processes

- Defined processes for contract administration by the designer
- Detailed project review procedures
- Performance feedback and client satisfaction

We take great pride in our internal quality assurance and risk management processes. These procedures have been established to help protect the firm and our clients against unnecessary claims and expenses and are a major factor in the very low claims history enjoyed by Bolton & Menk.

A more detailed summary of the QA/QC program is available on request.

3 MONITORING PROJECT BUDGETS

Troy Nemmers will be the day-to-day contact for the any projects to ensure we meet the city's expectations for project documentation, schedule adherence, budget control, as well as design and project delivery.

As a part of any successful project, maintaining and managing the overall budget is a critical aspect of the scope of work from concept to completion. Our team uses a systematic and standardized approach to budgeting. This begins with tracking historical pricing over various types of projects from recent years. That database is used to begin the budgeting process by estimating the cost of construction. Once a scope of work is generated based on the improvement to be completed, engineering costs and other project costs can be incorporated into the budget. We will then track the budget on a monthly basis to ensure that the value of work completed matches the costs incurred to date. This regular review of project costs will ensure that the project is delivered on time and within budget.



BASIS FOR COMPENSATION

When determining compensation, we consider the scope and complexity of the services provided. Our goal is to ensure Fairmont receives exceptional value through a transparent and fair pricing structure. We tailor our services to meet the city's specific needs while maintaining cost-effectiveness and high-quality outcomes. Our approach to providing engineering services to Fairmont can be divided into three main categories:

GENERAL ENGINEERING SERVICES

General engineering services are the professional service needs that arise within a community on a day-to-day basis and are generally not associated with a specific project. Typically, general engineering services do not require detailed plans and specifications preparation and are usually paid for by the general fund. We know city staff can be hesitant about requesting information or asking questions of their consultant city engineer for fear of receiving significant unexpected bills for these day-to-day services. It is not our intent to bill for time spent on every call, question, or request. We understand the need to minimize these costs while maximizing the benefit to the client. **To further help in keeping costs down, we will provide up to 20 hours of general engineering services at a reduced rate of \$96 each month, resulting in an annual savings of more than \$25,000.** We will also attend city council meetings at the request of staff at NO CHARGE. This time will not be included in the monthly reduced rate hours and has the potential for more than \$3,000 in savings.

PROJECT-SPECIFIC ENGINEERING SERVICES

For project-specific services, we will work with you to develop a scope of services and a specific fee estimate for each project. Projects could include street and utility reconstruction, stormwater planning, park master plans, streetscape design, water treatment plant upgrades, city zoning policy updates, traffic studies, funding solutions, and more. For most projects, the city will be billed on an hourly basis. We will base our invoices on the actual number of hours; the city will not be charged for unused hours within the budget. If the scope of services changes, any proposed budget increase will be reviewed with the city, and we will obtain authorization before proceeding. If the City of Fairmont and Bolton & Menk mutually agree for a specific project that a method of compensation other than hourly is more appropriate (i.e., lump sum, percent of construction, estimated total), then a different compensation method may be employed for that project. The compensation method and amount will be identified and authorized by the city before work proceeds.

PRIVATE DEVELOPMENT ENGINEERING SERVICES

For engineering services associated with development-funded projects, where a development agreement will be created or already exists, we propose each project be reviewed with city staff and/or council. It is important to develop a thorough and accurate scope of services with a defined level of service you want from our team. We anticipate all costs associated with development-driven projects will be the responsibility of the developer, either as identified in the development agreement or by established city fees. We account and invoice all private development projects separately for ease of pass-through billing by the city to the developer. Under this scenario, our services will still be provided under the contract between the city and our firm. Bolton & Menk will work only for the City of Fairmont or on behalf of the city unless specifically directed or authorized by the city to provide private development engineering services to a developer.

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions. Anticipated annual rate adjustments of +/- 3% can be expected through 2029.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing
General Engineering Rate (20 hours/month)	\$96
Senior Project Manager	\$165-264
Project Manager	\$136-236
Senior Project Engineer	\$146-263
Project Engineer	\$139-201
Design Engineer	\$115-171
Graduate Engineer	\$116-156
Architect	\$150-270
Senior Planner	\$145-213
Planner	\$117-146
Senior Landscape Architect	\$152-199
Landscape Architect	\$142-161
Landscape Designer	\$85-134
Licensed Project Surveyor	\$171-189
Graduate Surveyor	\$116-191
Survey Technician	\$85-189
Senior Technician	\$125-206
Technician	\$72-176
Specialist*	\$90-226
Practice Expert**	\$173-363
Senior Principal	\$209-320
Principal	\$162-286
Administrative/Corporate Specialists	\$66-176
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
City Council Meeting Attendance	NO CHARGE

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

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.



REFERENCES

Client satisfaction through quality deliverables, cost-effective rates, and timely project delivery are top priorities for Bolton & Menk. Please contact the following references to evaluate Bolton & Menk's performance for cities of similar size to Fairmont.

RICHARD SCHOLTES

Mayor

CITY OF BLUE EARTH, MN



☎ 507-526-4683

✉ rscholtes@bevcomm.com

👤 Wes Brown | Wesley.Brown@bolton-menk.com

✓ Designated City Engineer: 1962-Present

STEVE ROBINSON

City Administrator

CITY OF WORTHINGTON, MN



☎ 507-372-8662

✉ srobinson@ci.worthington.mn.us

👤 Travis Winter | Travis.Winter@bolton-menk.com

✓ Municipal Engineering Services: 1984 - Present

PETE MOULTON

Public Works Director

CITY OF SAINT PETER, MN



☎ 507-934-0670

✉ petem@saintpetermn.gov

👤 Jeff Domras | Jeffrey.Domras@bolton-menk.com

✓ Designated City Engineer: 1959-Present

DEB NELSON

City Administrator

CITY OF PIPESTONE, MN



☎ 507-825-3324

✉ dnelson@cityofpipestone.com

👤 Travis Winter | Travis.Winter@bolton-menk.com

✓ Designated City Engineer: 2014-Present

LUKE ARNOLD

Public Works Director

CITY OF NORTH MANKATO



☎ 507-345-5570

✉ larnold@northmankato.com

👤 Dan Sarff | Daniel.Sarff@bolton-menk.com

✓ Designated City Engineer: 1967-Present

**CITY OF FAIRMONT AND BOLTON & MENK, INC.
EXERCISE TASK ORDER FOR PROFESSIONAL SERVICES**

TASK ORDER NO: Exercise – 2025 City Engineering Services RFP

CLIENT: City of Fairmont

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: December 4, 2024

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: TBD

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

1.0 Scope of Services:

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

CONSULTANT agrees to provide professional services required for the proposed project which includes a feasibility study, design, bidding, and construction related to the resurfacing of the proposed project and also includes localized water main work on valves and hydrants; herein referred to as the Project. **It is also anticipated that CONSULTANT would provide topographic survey and construction staking services and those services have therefore been included as optional.**

This project is intended to be part of the city’s annual Improvement Program and will be assessed following the MN Stat 429 requirements. This project includes a new city street section with concrete curb and gutter, driveways, minor watermain work, and final restoration of disturbed areas with an estimated construction cost of \$850,000.

Task 1: Feasibility Study

CONSULTANT will perform the following related to the engineering feasibility report:

1. If necessary, coordinate geotechnical exploration with a separate contractor to review existing soil conditions and develop a recommended street section. The city will enter into a separate agreement with the geotechnical engineering contractor for this work.
2. Prepare an Engineering Feasibility Report detailing the proposed project improvements and the recommended underground utility construction or replacement, including estimated cost and project feasibility.
3. Prepare the Preliminary Assessment Roll based on the adopted Assessment Policy.
4. Present the proposed project to the City Council and at the public Improvement Hearing

Task 2: Topographic Survey

Unless provided by the CLIENT or others, CONSULTANT will:

1. Conduct detailed final field surveys and research utility records and plans as necessary to obtain information for detailed design and preparation of construction documents.
2. Research potential property lines concerns or conflicts. Identify property lines to assist in determining actual front footage for assessment process.
3. Research utility records and plans as necessary to obtain information for detailed design and preparation of construction documents.
4. Meet on as needed basis with the city staff to discuss and coordinate construction schedules, utility conflicts, property owner issues and other project concerns.

Task 3: Design, Plans, Specifications & Bidding

Upon authorization to prepare plans and specifications for the Project CONSULTANT will:

1. Perform final design and prepare plans and specifications for the Project. This will include construction plans for street and utility installations and documents necessary for the city to bid and enter into an agreement with a contractor.
2. Prepare an engineer's estimate including a complete breakdown of quantities of construction and estimated cost of construction. Cost estimate will be submitted to MNDOT for review.
3. Assist with the preparation of any permit applications for MPCA (stormwater/erosion control construction), Minnesota Department of Health (watermain construction) and City of Fairmont (land disturbance permit) required for the Project.
4. Provide bid documents comprising of construction plans, specifications and construction contract in accordance with the requirements of the CITY, MNDOT, MPCA, and MDH.
5. Answer questions from contractors interested in bidding on the project.
6. Attend the public bid letting, analyze bids received by the CITY for completeness and accuracy and note any omissions and discrepancies.
7. Compile a bid summary comprising the results of the bids and prepare a letter to the CITY recommending award of the construction contract to the apparent low bidder based upon analysis of the bids received.
8. Coordinate final execution of awarded bid to CLIENT and contractor.

Task 4: Contract Administration & Observation

CONSULTANT agrees to provide construction services that include, but are not limited to the following:

1. Attend and assist with the preconstruction conference to be attended by the CLIENT, contractors, and any affected utility companies.
2. Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.
3. Consult with and advise the CLIENT and act as the CLIENT's construction representative as provided in the contract documents.
4. Make periodic visits to the site to observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents, including general supervision of Resident Project Representative services.
5. Provide interpretation of plans and specifications.

6. Review the contractor's request for partial payments. Such review shall be based upon the on-site observations and such written documentation as may be available at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
7. Conduct a final inspection of the Project to determine, in general, conformance with contract documents completion requirements and to assist in evaluation of the final payment request from the contractor.
8. Prepare the Final Assessment Roll based on the adopted Assessment Policy.
9. Present the final project costs and assessments at the public Assessment Hearing.
10. Provide final record drawing, both digital and paper, to the city upon completion.

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, sequences, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

Task 6: Construction Observation

CONSULTANT agrees to provide Resident Project Representative (RPR) services during construction of the Project. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. RPR services do not constitute acceptance or approval of the contractor's work, nor do they relieve any part of the contractor's responsibility under the construction documents.

Task 5: Construction Staking

Unless provided by the CLIENT or others, CONSULTANT will:

Provide construction staking services and furnish the necessary equipment and supplies to establish both horizontal and vertical control and horizontal layout in accordance with the contract documents for the contractor's guidance in construction of the Project.

Additional Services

Consulting services performed other than those identified above shall be considered not part of Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures, or schedule of the project contractor.

Additional services may include:

1. Professional services associated with temporary/permanent property acquisition.
2. Professional services related to work outside of the project limits defined above.
3. Professional services associated with actual site or subsurface exploration or testing.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows:

TASK	DESCRIPTION	COST
1	Feasibility Study	\$18,000
2	Topographic Survey (If requested or by others)*	\$8,500
3	Design, Plans, Specifications & Bidding	\$45,000
4	Contract Administration & Observation	\$66,000
5	Construction Staking (If requested or by others)*	\$7,000
TOTAL (Including Tasks 2 & 5)		\$144,500

*The CLIENT defined scope did not specifically request topographic survey or construction staking. It is assumed that these services will be provided and have been included in the total. If these services are performed by others, our fee would be discounted by the amounts shown.

All tasks are estimated hourly amounts. Actual costs will be invoiced in accordance with Section III.A.2 of the Master Agreement for Professional Services with a total not to exceed amount of \$144,500. A breakdown of estimated hours and staff rates is attached for reference.

3.0 Schedule:

Schedule for performance of services will be as follows, such that all services will be completed by TBD.

November 2025	• Authorization of Services
November 2025 – January 2026	• Survey, Preliminary Engineering and Feasibility Report
January – March 2026	• Design, Plans, and Specifications
April – May 2026	• Advertise; Accept Bids; Award Contract
June – October 2026	• Construction and Project Closeout

4.0 Deliverables:

Deliverables will be as follows or as set forth:

1. Preliminary Engineering Feasibility Report
2. Final Plans, Specifications, and Cost Estimate
3. Bid Summary & Recommendation Letter
4. Executed Contract Documents
5. Progress Payment Estimates
6. Preliminary and Final Assessment Rolls
7. Record Drawings

5.0 Term:

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

6.0 Other Matters:

None

7.0 Project Managers:

Project manager and contact information for the CLIENT and CONSULTANT for this Task Order is:

CITY OF FAIRMONT:

Matthew York, Director of Public Works/Utilities
100 Downtown Plaza
Fairmont, MN 56031
Office Phone: 507-238-3942
Email: myork@fairmont.org

BOLTON & MENK, INC.:

Troy Nemmers, P.E.
1501 South State Street, Suite 100
Fairmont, MN 56031
Office Phone: 507-238-4738
Email: troy.nemmers@bolton-menk.com

CLIENT: CITY OF FAIRMONT

CONSULTANT: BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Travis L. Winter, P.E.

Title: _____

Title: Principal Engineer

Date: _____

Date: December 4, 2024

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENTS TO THIS TASK ORDER:

Breakdown of hours and fees

Exercise Street Improvements

Generated by Budget Builder on
11/22/2024 11:51:49 AM

Tasks

Feasibility Study

Employee	Position	Hours	Billing Rate
Troy Nemmers	Senior Project Manager	18	\$201.
Valerie Ellis	Administrative Coordinator	8	\$107.
Emma Sullivan	Graduate Engineer	30	\$135.
Derek Behrens	Project Engineer	30	\$161.
Tristan Witte	Engineering Technician	40	\$115.
Totals		126	\$17,954.

Topographic Survey

Employee	Position	Hours	Billing Rate
Troy Nemmers	Senior Project Manager	4	\$201.
Derek Behrens	Project Engineer	5	\$161.
Joseph Haefner	Survey Group Leader	10	\$196.
Jared Rodell	Survey Technician II	12	\$151.
Karl Olsen	Survey Field Technician	18	\$151.
Valerie Ellis	Administrative Coordinator	4	\$107.
Totals		53	\$8,527.

Design, Plans, Specifications & Bidding

Employee	Position	Hours	Billing Rate
Troy Nemmers	Senior Project Manager	40	\$201.
Emma Sullivan	Graduate Engineer	80	\$135.
Derek Behrens	Project Engineer	50	\$161.
Tristan Witte	Engineering Technician	120	\$115.
Valerie Ellis	Administrative Coordinator	40	\$107.
Totals		330	\$44,970.

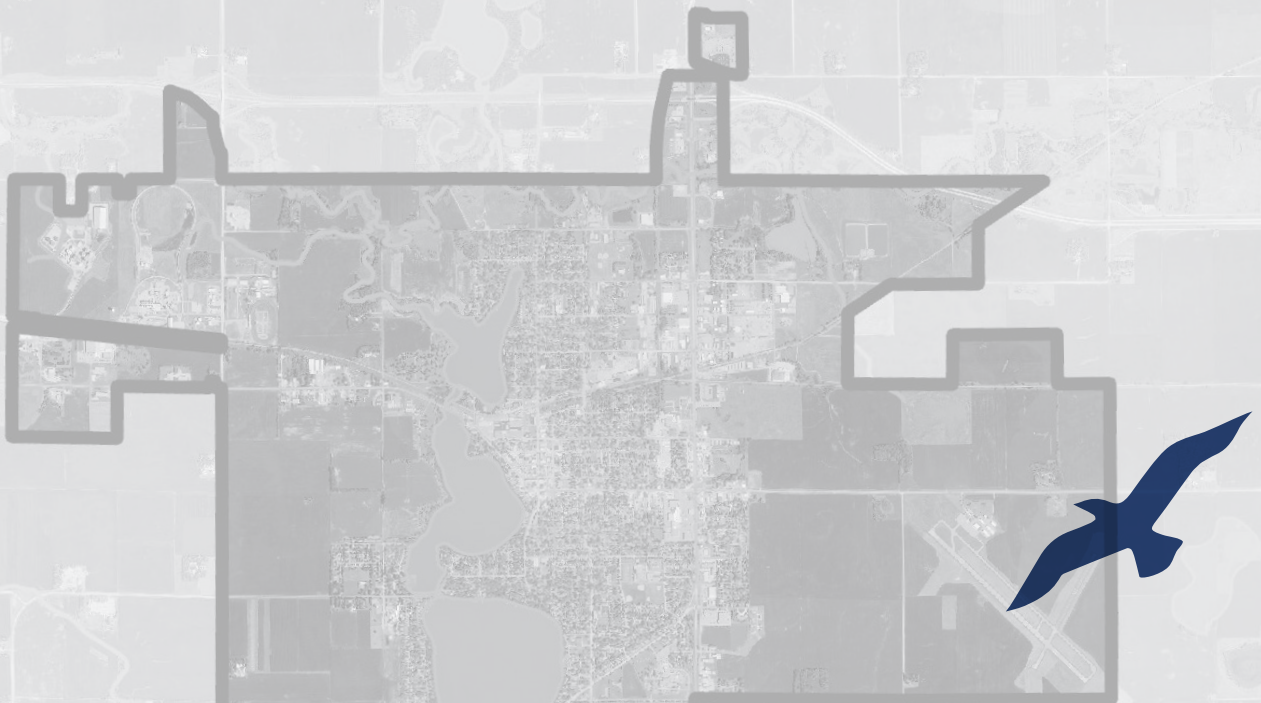
Contract Administration & Observation

Employee	Position	Hours	Billing Rate
Troy Nemmers	Senior Project Manager	20	\$201.
Derek Behrens	Project Engineer	60	\$161.
Wade Bartz	Engineering Technician II	320	\$151.
Valerie Ellis	Administrative Coordinator	40	\$107.
Totals		440	\$66,280.

Construction Staking

Employee	Position	Hours	Billing Rate
Karl Olsen	Survey Field Technician	14	\$151.
Joseph Haefner	Survey Group Leader	8	\$196.
Jared Rodell	Survey Technician II	10	\$151.
Emma Sullivan	Graduate Engineer	12	\$135.
Totals		44	\$6,812.

Project Total		993	\$144,543
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CITY ENGINEERING SERVICES PROPOSAL

CITY OF FAIRMONT | DECEMBER 4, 2024



FOR:

Matthew York

Director of Public Works and Utilities

City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

507.238.3942
myork@fairmont.org



FROM:

Kyle Renneke, PE

Civil Engineer

ISG
115 East Hickory Street + Suite 300
Mankato, MN 56001

507.387.6651
Kyle.Renneke@ISGInc.com



HI, I'M KYLE

Learning, growing, and building partnerships with cities fuels my passion to serve as your City Engineer. With a commitment to collaboration and right-sized solutions, I am eager to share my expertise as an extension of the City of Fairmont's staff. I look forward to connecting and understanding your community's goals and needs.

Strengths

RESPONSIBILITY // Ensures accountability and consistency, fostering trust and reliability with your staff.

ACHIEVER // Motivated to tackle challenges and deliver high-quality results, advancing City goals.

ANALYTICAL // Assesses complex data critically, ensuring well-informed decisions that optimize City infrastructure and maximize resources.

Hobbies + Interests

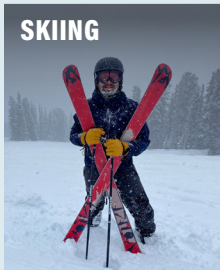


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WE EXIST TO MAKE A DIFFERENCE.
Mission

STATEMENT OF INTEREST + QUALIFICATIONS

Matthew York

Director of Public Works
and Utilities

City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

507.238.3942
myork@fairmont.org



Firm Name

ISG

Address

ISG
115 East Hickory Street
Suite 300
Mankato, MN 56001

Telephone Number

507.387.6651

STATEMENT OF INTEREST

Matthew,

Nestled along a chain of five lakes and next to Interstate 90 and Minnesota State Highway 15, the City of Fairmont remains a prominent community in southern Minnesota. As the City prepares for the future, while preserving Fairmont's small-town charm and rich history for 10,480 residents, you need a dedicated engineering partner that you can count on to be a true extension of your staff. **I & S Group, Inc. (ISG) is that partner.**

To bring Fairmont right-sized solutions that best meet your needs,
we offer the following advantages:

DIVERSE EXPERTISE IN HOUSE

Partnering with ISG provides the City access to a deep bench of 500+ in-house, multi-disciplinary public works professionals. From licensed city engineers and planners to experts in utility and transportation design and construction administration, we bring you diverse expertise **without nickle and dime-ing you**. Our municipal engineering team offers specialized experience in transportation, sports, recreation, government, and cultural projects.

TRANSPARENCY + STREAMLINED COMMUNICATION

ISG's professionals apply our engineering expertise, core value of responsiveness, listen-first approach, and no-surprises mentality to maintain transparency and streamline communication. This helps us work seamlessly as part of municipal staff and will allow our team to proactively address challenges and opportunities for Fairmont.

EXPERIENCED PARTNERS

As a highly collaborative firm sharing resources across offices, ISG's workflow is built to facilitate a teamwork environment. We partner with communities, consultants, and organizations across the Midwest, including with Minnesota Rural Water and American Public Works Association to share the latest best practices and municipal innovations. We will pair our industry expertise with prioritization of Fairmont's needs, allowing us to develop custom engineering solutions that support the City's success.

Thank you for the opportunity to support Fairmont. We are ready to serve as your reliable engineering partner, bringing the right experience and approach to make life easier for the City. We hope you give us the chance to prove it.

Sincerely,

A handwritten signature in blue ink that reads "Kyle Renneke".

Kyle Renneke, PE
Civil Engineer



CITY ENGINEER + CONTRACT MANAGER

CONTACT PERSON

WHY ISG?

DIFFERENTIATORS

TRULY FULL-SERVICE

Many firms claim to be multi-disciplinary. ISG truly is. With a full range of architecture, engineering, planning, and environmental services in-house, we streamline the process to help cities achieve their goals and make better decisions faster.

TRANSPARENT

Nobody wants a confusing or surprise bill. Our staff is dedicated to providing transparent pricing with no hidden fees or extra charges.

INVESTED IN TOP-NOTCH COMMUNICATION

ISG is committed to being an industry leader and an excellent communicator. We have invested in hiring a performance strategist to equip our team and clients with the tools needed for outstanding communication and leadership.

RESPONSIVE

We respond quickly, within 24 hours or less. Whether discussing a project with the City or its residents, we proactively communicate and move forward with urgency.

EXTENSION OF YOUR STAFF

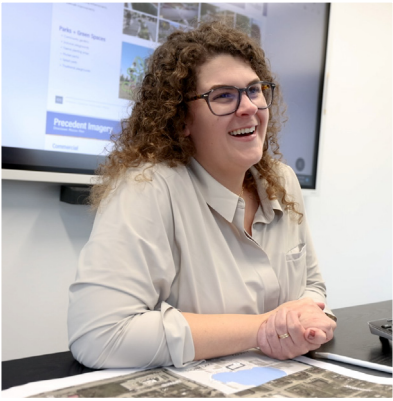
Authentic relationships make a difference. That is why we are committed to partnering with the City by serving as an extension of your staff and fostering a collaborative atmosphere around enhancing the quality of life in Fairmont. **To demonstrate this, ISG will invite your engineering staff to our in-house continuing education program to provide professional development hours and on-going learning to better the team.**

NO JERKS ALLOWED

Our team takes pride in hiring people you will enjoy working with. You will notice what we call the ISG Difference right away.

ADVOCATE

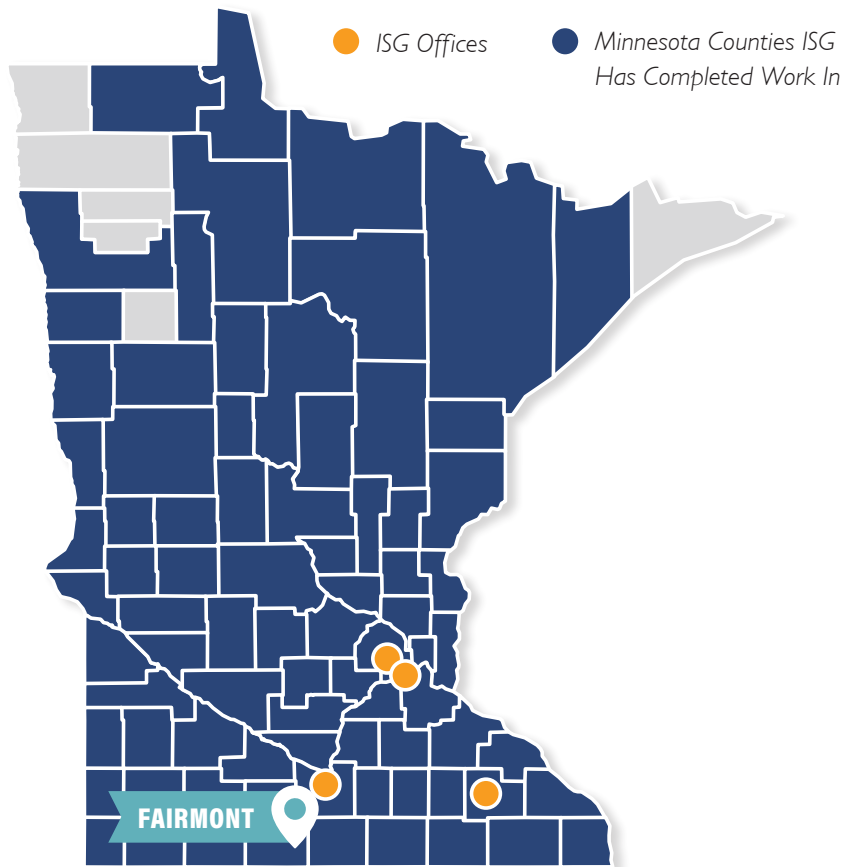
ISG will guide the City in identifying options for improvements while advocating for the best interests of your staff and community, keeping your goals and priorities at the forefront.



QUALIFICATIONS

Firm Description + History

ISG has a rich history, that extends over 50 years, of building trusting relationships with clients, stakeholders, and the community. As a multi-disciplinary firm that is 100% owned by employees, ISG serves numerous business units and fosters strong collaboration between all disciplines, providing clients a diverse knowledge base, high level of creativity, and broad perspective.



Resources: Access to 500+ Professionals

When you partner with ISG, you gain access to the expertise and horse power of not only our Minnesota employees, but our employees across every ISG office. Currently, ISG has offices in Minnesota, Iowa, South Dakota, Wisconsin, and Arkansas.

Business Philosophy

ISG's business philosophy is centered around building relationships and constantly adding value through new and creative technologies, professionals, and ideas. ISG's flexibility makes it possible; our focus and innovative solutions make it happen.

500+ Employees

DISCIPLINES

- Administrative
- Architecture
- Business Development
- Civil Engineering
- Electrical Engineering
- Environmental
- Finance + Accounting
- Funding + Grant Assistance
- Information Technology
- Interior Design
- Land Survey
- Landscape Architecture
- Marketing
- Mechanical Engineering
- Pipeline
- Planning
- Project Delivery
- Project Management
- Refrigeration
- Structural Engineering
- Talent Engagement
- Technology
- Telecommunications
- Testing
- Transportation
- Water/Wastewater

SIMILAR CLIENT RELATIONSHIPS

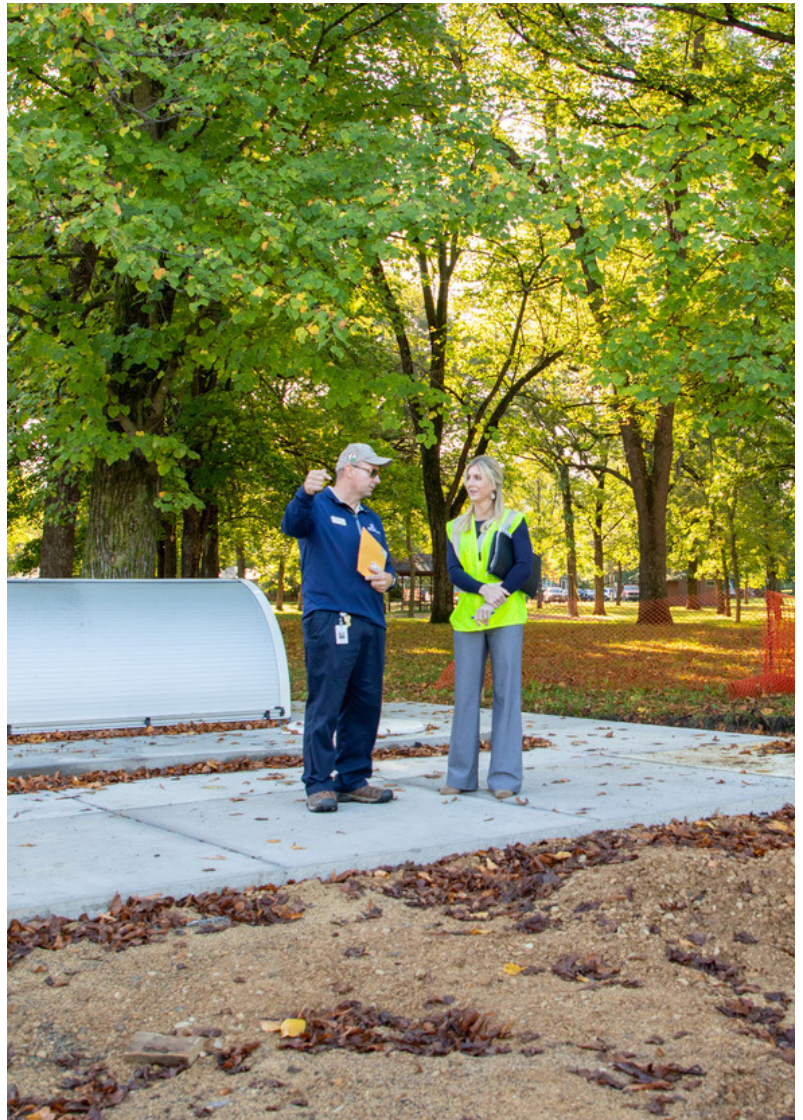
ISG has served as a general municipal engineering consultant to numerous municipalities across the Midwest. 43% of those partnerships are with communities in Minnesota.



GENERAL MUNICIPAL CONSULTING SCOPE

As the City's Appointed Engineer, ISG will offer a Master Services Agreement that includes the following on-call, general services for an hourly rate:

- ✓ Serve as trusted resource and provide guidance to staff
- ✓ Share best practices from across the multi-state region
- ✓ Act in the City's best interest, always
- ✓ Advocate on the City's behalf locally and around the state
- ✓ Serve as an extension of your staff
- ✓ Communicate clearly and consistently
- ✓ Mitigate disagreements, reduce distractions, and advance City initiatives
- ✓ Support staff and amplify their voices
- ✓ Help establish clear procedures and processes
- ✓ Be proactive by reviewing City codes, engineering standards, and funding opportunities
- ✓ Provide multiple solutions to each challenge, so that you can make informed decisions





What It Means to Be Your Appointed Engineer

For us, being your Appointed Engineer means being your go-to expert and consultant on any City improvement effort. With our multi-disciplinary team to support you, we will get the job done right and provide information to help move Fairmont forward.

HOW WE DELIVER

Our goal is to foster a trusted relationship where you feel comfortable calling us for any reason. Whether for a quick question on an application, a detail on a project, or something general in nature, **we don't want you to worry about racking up a bill.**

Our team will be an extension of your City staff—reliable, knowledgeable, and understanding of the task at hand. In addition, we believe in no surprises, remaining transparent and accessible, and maintaining open lines of communication at all times. If you need us in person, we will be there.



HOW WE HANDLE OUTSIDE SERVICES

We regularly collaborate with subconsultants as trusted partners to achieve the best outcomes for the City. Our priority is building the right team, keeping the City's best interests at the forefront, and working with any necessary experts to deliver exceptional results. **ISG is capable of providing all of the services noted in the City of Fairmont's Request for Proposals (RFP).** If we need to partner with an outside firm, you will know ahead of time and be a part of that decision.



Ever since we hired ISG as our Village Engineer, ISG has been great to work with. They are easy to talk to and they meet the Village where we are at.

We feel like we are a part of a team. ISG is made of high character and professional people. I would highly encourage municipalities to reach out to ISG for their engineering needs.

Nathan Licht
Public Works Director
for the Village of Star
Prairie, WI



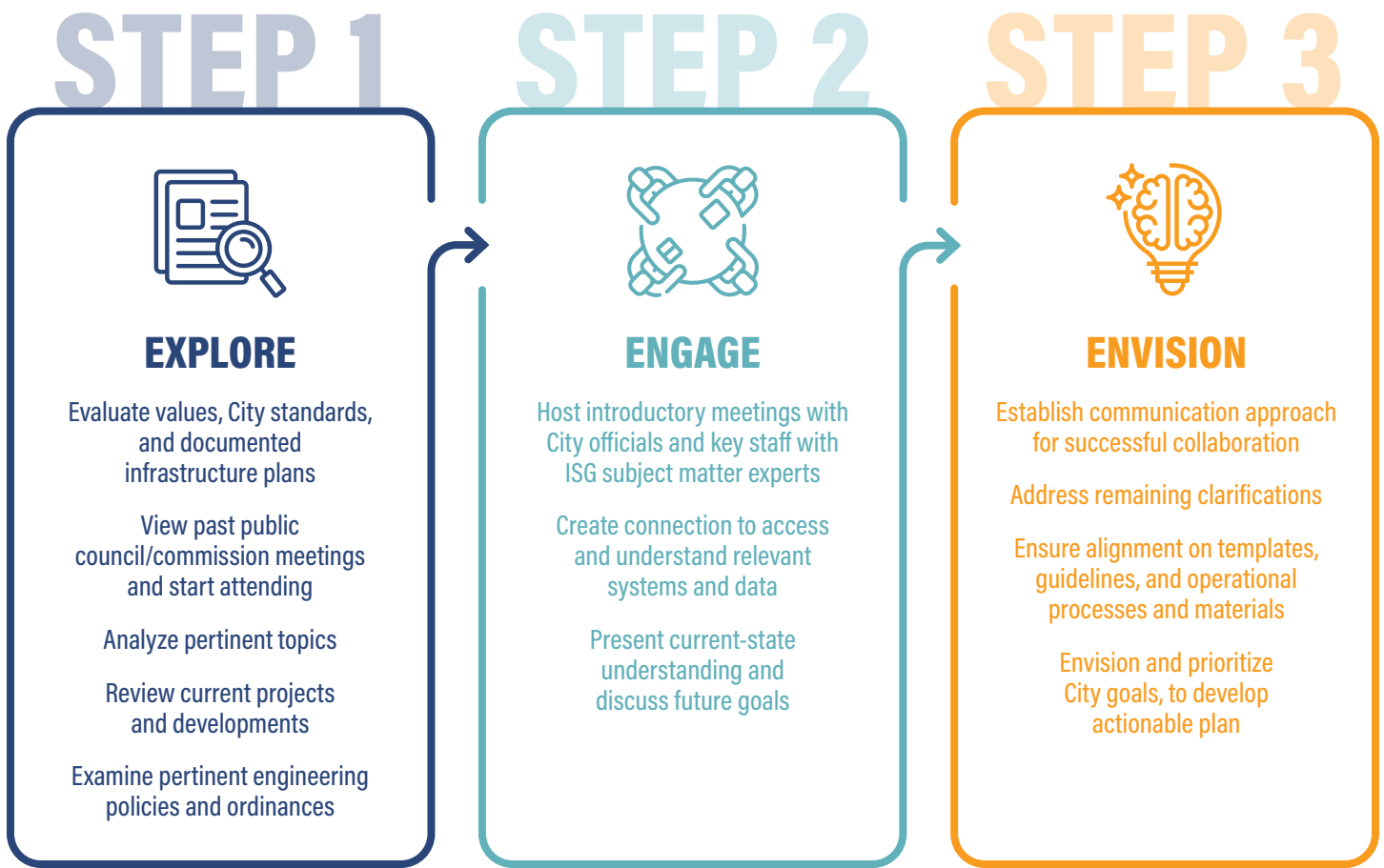
ISG'S SERVICE TRANSITION APPROACH

We recognize it will take some time to fully understand your infrastructure, assets, communication preferences, and processes. Upon selection, we will schedule a time with City staff and elected officials to conduct the following **at no cost to the City**.

- Learn how you prefer to operate
- Explore potential projects
- Understand your priorities and areas of concerns
- Visit City facilities
- Spend time with staff
- Tour the community
- Gather and review available information
- Explore potential projects
- Understand your priorities and areas of concerns

Steps For A Seamless Transition

To hit the ground running on bringing support to your staff, ISG will follow the following steps. This thorough transition process compliments our team's enthusiasm to help the City responsibly maximize your resources and improve the community's quality of life.



FEE SCHEDULE + INFORMATION

MUNICIPAL ENGINEERING FEE CATEGORIES

GENERAL ENGINEERING

ISG proposes to work as your Appointed Engineer for an **hourly rate of \$120**. This covers general engineering services, such as those listed below. Attendance at City Council meetings will be invoiced at **\$150 per meeting**.

- Attend work session, developer, and other City meetings
- Assist City staff on engineering related issues
- Act as the City's liaison with other agencies
- Respond and meet with property owners
- Review and evaluate suggested revisions to existing fee schedules, assessment policies, and utility rates
- Identification of grant and funding opportunities for City priorities
- Advise City on current trends and policy formulation
- Coordinate updates to engineering standards

Things We Don't Charge For

- Phone calls less than 15 minutes
- Agenda and meeting reviews
- Text messages and emails
- Four (4) office hours per month

PROJECT SPECIFIC ENGINEERING

When items of a general nature progress into a specific project, ISG will prepare a separate proposal and contract for those services. The City can choose to hire ISG or another firm for project-related services. The Exercise section of this proposal serves as a sample letter proposal. ISG's proposals are composed to align with the level of work required for each unique project.

PRIVATE DEVELOPMENT ENGINEERING REVIEW

ISG provides private development and land use review services on a time-and-materials (T+M) basis, using our 2024 Hourly Rates. We bill for the time our team spends reviewing land use applications and construction plans for compliance with City specifications, policies, and regulations. Additionally, we coordinate with the City Finance Director to track and reconcile charges, ensuring that costs are accurately allocated to development projects. Invoices detail hours worked and rates applied to provide a clear record of services rendered.

HOURLY RATES

ISG's hourly rates per staff position is attached at the end of this document. It is titled **2024 Hourly Rates**.

SUBCONSULTANT FEES

ISG does not markup fees for sub-consultant services.

ANCILLARY EXPENSES

As part of our on-call services, ISG will not charge for mileage or other ancillary expenses. As part of specific projects, ISG will include travel, mileage, and printing within ISG's proposed fee. Permitting costs are the responsibility of the City of Fairmont.

ANNUAL PROJECTIONS

ISG's rates could be subject to increase 5% annually through 2029.

APPLICABLE CONTRACT

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.



GENERAL TERMS + CONDITIONS
bit.ly/termsconditions_isg

To accept this agreement to appoint ISG as your City Engineer, please sign the acknowledgment box on this page and return a copy to our staff.

ACKNOWLEDGMENT OF ACCEPTANCE

This proposal is valid for 30 days.

Accepted this _____ day of _____, 2024.

Company: _____
Print

Name: _____
Print

Title: _____
Print

Signature: _____

An aerial photograph of a region, possibly a county or state, is shown in a light grey tone. A thick, dark grey outline traces the irregular border of the region. In the center of the image, the word "APPENDIX" is written in a large, bold, dark blue sans-serif font. The background map shows various geographical features including fields, forests, and some urban areas.

APPENDIX

FAMILIARITY WITH THE CITY OF FAIRMONT



ISG is proud to have partnered with the City of Fairmont on several impactful projects, showcasing our dedication to enhancing infrastructure and improving quality of life:

1 STORMWATER SYSTEM MODELING

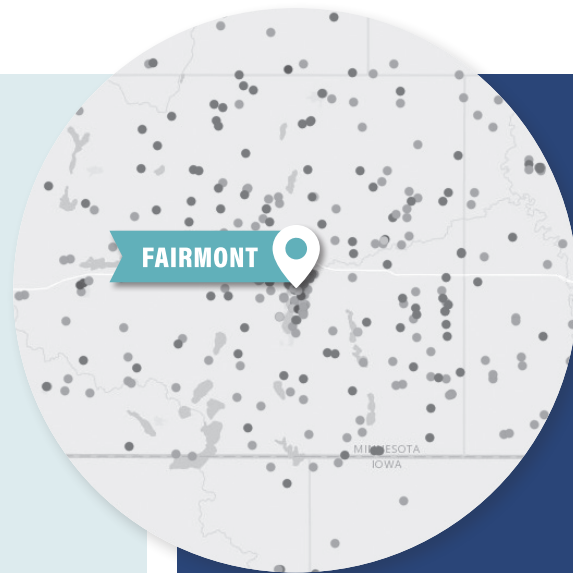
ISG developed a comprehensive storm sewer model and master plan to address stormwater management challenges and guide future planning efforts.

2 WATER TREATMENT PLANT

To address aging infrastructure, capacity challenges, and regulatory requirements, ISG helped the City design and construct a 5.4 million gallons-per-day (MGD) lime softening plant. The facility features solar tube lighting and rain gardens for energy efficiency and stormwater control. This state-of-the-art facility has been a success in both operations and water quality.

3 PUBLIC WORKS FACILITY ASSESSMENT

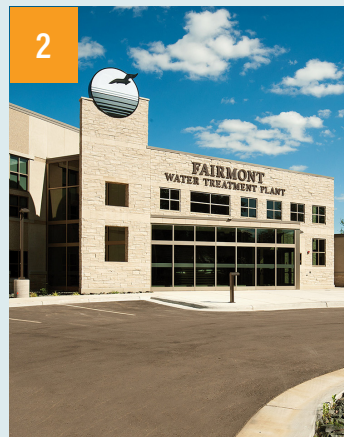
ISG conducted a thorough facility assessment, space needs analysis, and cost estimation for the public works facility, including evaluations of mechanical, electrical, and architectural systems. Our recommendations focused on optimizing space utilization and enhancing functionality to meet the City's operational and financial goals.



350 PROJECTS WITHIN 25 MILES OF FAIRMONT

ISG's nearby work experience extends to agricultural drainage efforts, including a Martin County project that ties into City's lake system and contributes to the health of the regional chain of lakes, a vital water source.

Building on this foundation, we are uniquely positioned to streamline future solutions by leveraging our knowledge of local procedures and partnerships with stakeholders.



APPROACH

OUR LISTEN-FIRST APPROACH

ISG understands that you know your needs best. That is why we adopt a listen-first approach to our work. This approach ensures that ISG is in alignment with the City's goals, allowing us to support your best interests every step of the way.



Listen. We will listen with empathy to understand the goals and visions for each of the City's projects.



Ask. To reach the best solutions, we start by asking the right questions. Based on this understanding, our team will develop concepts and alternatives with deep contextual considerations—resulting in dynamic design solutions.



Understand. Tapping into our creative mix of disciplines, ISG will take the time to understand what matters most to the success of each project, including budget, function, timeline, aesthetics, and impact.



Respond. Working collaboratively through each phase of the planning process, ISG will respond with forward-thinking designs that reflect and elevate the City's vision.

Contextual Design + Alternative Analysis

A design process that integrates both internal and external elements, such as goals, culture, history, and best practices, to deliver quality solutions that meet or exceed a client's vision. Context incorporates elements like site, community, image, goals, future, and connectivity.

Alternative analysis requires one option to always be what the client asks, but two more that may enhance or alter their way of thinking. It's a unique balance between empathy and expertise, driven by context and the client.

ISG has developed the following project approach for communicating and coordinating projects with city councils, city staff, private developers, residents, and the media.

City Council + City Staff

We prioritize open communication with the city council and staff by holding regular meetings to provide updates, discuss project milestones, and address any concerns. Our team prepares detailed reports and presentations to ensure that council members and staff have the information necessary to make informed decisions. We are committed to responding promptly to inquiries and feedback, fostering a collaborative environment that supports project success.

Private Developers

When working with private developers, we emphasize clear communication and partnership to align project goals with community needs and regulatory requirements. Our team coordinates closely with developers to facilitate smooth project execution, addressing challenges and finding solutions that meet both developer objectives and city standards. We ensure that developers are well-informed about the project's progress and any necessary adjustments.

Residents

Engaging with residents is crucial to our approach, as we know the importance of community involvement in the planning and development process. We conduct outreach activities, such as public meetings, workshops, and informational sessions, to gather input and keep residents informed. We strive to create opportunities for residents to voice their opinions and provide feedback, ensuring that their perspectives are considered in project planning and decision-making.

Media

Our firm recognizes the media's role in informing the public and shaping perceptions. When directed, we will work proactively with media outlets to share accurate and timely information about projects. We provide press releases, hold press briefings, and offer interviews with project leaders to ensure the media has the necessary context and details. This approach helps maintain transparency and trust with the public and stakeholders.

Through this multi-faceted communication strategy, we aim to build strong relationships, foster trust, and ensure the successful execution of projects that benefit the entire community.

OUR PHILOSOPHY



FIRM ETHICS

ISG's commitment to ethics and transparency is foundational to our operations. We adhere to the highest standards of integrity and professionalism, ensuring that our actions consistently reflect our core values of **dynamic, together, respect, responsive, empathy**. Our philosophy is rooted in maintaining an unwavering dedication to ethical practices, which includes rigorous adherence to all legal and regulatory requirements.

CONFLICTS OF INTEREST

To prevent and address conflicts of interest, we implement comprehensive policies and procedures that require full disclosure of any potential conflicts. Our team members are trained to recognize and report conflicts, ensuring they are managed transparently and objectively. We prioritize the interests of our clients and stakeholders, making decisions based solely on merit and professional judgment. Our goal is to build trust and credibility through ethical conduct, fostering long-term relationships grounded in respect and fairness.

STATEMENT ON CONFLICTS OF INTEREST WITH THE CITY OF FAIRMONT

ISG does not anticipate potential conflicts of interest working with the City while providing the services as outlined in this proposal and in the RFP. If a conflict of interest should arise, ISG will work with the City to find a resolution.

SPECIFIC KNOWLEDGE + EXPERTISE

PROJECT MANAGEMENT

ISG has condensed our project management approach below into three key points of expertise that we will apply to monitor project budgets and success for the City.

Strategic Planning + Work Plan Development

ISG's project management methodology begins with the project manager or City Engineer working with the City to develop a detailed project work plan. This involves strategic planning that defines the project's purpose, success criteria, decision points, goals, milestones, and deliverables. Our expertise in aligning client expectations with project objectives ensures that all stakeholders are on the same page from the outset. By collaborating closely with clients, we can anticipate potential challenges and adjust our strategies accordingly, fostering a clear path to project success.

Financial Management + Budget Monitoring

Effective budget monitoring is a cornerstone of ISG's project management skills. We have developed a systematic approach to reviewing, tracking, and sharing the project's financial health with the team. This includes increasing awareness of financial metrics among team members through regular updates, more frequent than monthly check-ins, and proactive management of work-in-progress issues. Our financial management expertise ensures that budgets are adhered to and financial resources are optimally allocated throughout the project life cycle.

Project Start

Project Design

Project Completion

Ongoing Communication + Coordination

Communication is vital to successful project management, and our expertise in this area ensures seamless coordination among team members and stakeholders. We establish a robust communication plan that guides internal and external interactions. Our project managers and City Engineers lead regular team meetings, represent the project team at external meetings, and ensure that priorities, progress, delays, and issues are effectively communicated and understood. This proactive communication strategy keeps the project on track and helps to quickly resolve any potential conflicts or challenges that may arise.



ORGANIZATIONAL CHART



Matthew York

Public Works/Public Utilities Director

Tyler Cowing

Civil Engineer



Key Personnel

City Engineer + Contract Manager

Kyle Renneke, PE

Specialty Personnel

Project Executive

Derek Johnson, PE

Municipal Engineering Resource

Jake Guzik, PE

City Planning + Zoning Lead

Danielle Propst, AICP

Community Outreach + Permitting Lead

Claire Roth

Land Survey Lead

Dan Stueber, PE, LS

Drinking Water Engineering Lead

Brian Hiles

Wastewater Engineering Lead

Lenny Larson, PE

Surface Water Resources Lead

Julie Blackburn, CFM

Private Development Strategist + Liaison

Mitchell Cookas, PLA

Parks Advisor

Amanda Prosser, PLA

Architecture Lead

David Selinsky, AIA, NCARB

Landscape + Park Design Lead

Brett Harris, PLA

GIS Lead

Luis Swanson

Transportation Planning + Design Lead

Corona Woychik, PE, PTOE

Drinking Water Training + Commissioning Lead

Julie Sievers

Wastewater Water Training + Commissioning Lead

Tom Atkinson

Client Experience Manager

Michael Novitzki, MBA

Construction Administration + Inspection Lead

Justin Rodgers

RESUMES

KYLE RENNEKE, PE

Civil Engineer

ROLE: Contact Person + Appointed City Engineer



BIOGRAPHY

With 14+ years of engineering experience, Kyle is a knowledgeable team member with a strong background in construction administration and project management. His years in the field have given him an acute awareness of constructability and an exceptional ability to adapt to changing conditions during construction. Kyle takes a proactive approach to communication with project staff, local and state agencies, and stakeholders, inspiring confidence and collaboration throughout each project. He has provided civil engineering services on public projects since 2010. With his knowledge and experience in working on projects for municipalities, Kyle will serve as a valuable engineering asset to City of Fairmont.

As your City Engineer, **Kyle will be available 24/7** by phone, email, and text. He will respond to City staff communications promptly, **with a goal of never longer than 24 hours from receipt of correspondence**. Kyle will attend City Council and other meetings as needed, handle public presentations, coordinate project team assignments, ensure compliance with City standards, and oversee project quality assurance.

EDUCATION

Bachelor of Science in Civil Engineering | *University of Minnesota*

MN Registration #52626

PROJECT EXPERIENCE

Citywide Street + Utility Improvements | *Tracy, MN*

Inflow + Infiltration (I&I) Reduction | *Redwood Falls, MN*

General Engineering + Wellhouse Preliminary Engineering Report | *Kilkenny, MN*

General Engineering + Capital Improvement Plan (CIP) | *Sargeant, MN*



As a municipal engineer, I strive to combine accountability, efficiency, and data-driven problem solving to deliver reliable, long-term solutions that exceed expectations and optimize public resources.



DEREK JOHNSON, PE

Vice President, Public Works
Business Unit Leader

ROLE: Project Executive



BIOGRAPHY

Known for his leadership skills and reputation as a results-driven project manager and civil engineer, Derek builds lasting client relationships and assures that each project is fully supported and completed. He is highly regarded as a trusted manager due to his strong ability to effectively communicate with clients, local leaders, project teams, and colleagues. Derek will develop collaboration within the team and provide quality control expertise. He will ensure continual progress for this project and bring in added expertise.

As a former senior engineer for a municipality, Derek has designed capital improvement projects, conducted compliance reviews, and provided oversight of the city's MS4 permit, including the construction site erosion and sediment control program. His engineering experience in municipal infrastructure project management will be valuable to the City of Fairmont.

EDUCATION

Bachelor of Science in Civil Engineering | Iowa State University

PROJECT EXPERIENCE

Humboldt Business Park | Humboldt, IA

Waterworks Park | Grimes, IA

Wright County Agribusiness Park | Wright County, IA

Pavement Management Program | West Des Moines, IA

JAKE GUZIK, PE

Civil Engineer

ROLE: Municipal Engineering Resource



BIOGRAPHY

Jake has been instrumental in all aspects of municipal engineering for multiple communities throughout Minnesota, from strategic capital improvement planning to routine infrastructure maintenance. His 12+ years of civil engineering expertise is reinforced by his active participation in the American Public Works Association—Minnesota (APWA—MN) and the City Engineer's Association of Minnesota.

Jake's blend of technical expertise and interpersonal effectiveness make him a valuable leader and will help ensure a quality experience and end-result for each City project.

EDUCATION

Bachelor of Science in Civil Engineering | University of Minnesota

PROJECT EXPERIENCE

2014, 2015, 2017, 2018, and 2023 State Aid
Street Improvements* | Chisago City, MN

2014–2022 Annual Full Depth Reclamation Project* |
Forest Lake, MN

Consultant City Engineer* | Chisago City,
Franconia Township, and Taylors Falls, MN

Myrtle Street Reconstruction | Stillwater, MN

*Completed at a previous firm.

DANIELLE PROPST, AICP

Planner

ROLE: City Planning + Zoning Lead



BIOGRAPHY

Danielle's community development and capital improvement planning efforts have helped communities across the Midwest. She integrates land use, community and regional development, and financial resource planning efforts to create dynamic and feasible plans for each community. Danielle also offers grant and funding assistance services to ensure that projects gain the traction they need to be seen through to fruition. Using a diverse array of techniques customized to each project partner and a feedback-centric approach to her planning efforts, Danielle is a well-connected team member and regularly serves as a bridge for communication between technical teams, leadership, municipalities, and the public.

Danielle takes pride in building community awareness, stakeholder excitement, and overall buy-in for plans and projects by facilitating engagement and integrating input from many voices into tangible plans. Since 2017, She has helped to secure \$32.4 million in funding for Midwestern communities while leveraging \$27.7 million in public and private dollars.

EDUCATION

Bachelor of Science in Community and Regional Planning
Bachelor of Science in Anthropology | *Iowa State University*

PROJECT EXPERIENCE

Community Development Plan | *Le Mars, IA*
Zoning Ordinance Updates | *Correctionville, IA*
Infrastructure First Initiative | *Multiple Cities, SD*
CIP | *Fonda, IA*

CLAIRE ROTH

Planner

ROLE: Community Outreach +
Permitting Lead



BIOGRAPHY

Driven by a passion for building connections among stakeholders, Claire will lead the City's community engagement efforts while supporting permitting needs. She excels at asking insightful questions that inspire dialogue and collaboration, creating strategies to unite diverse voices and ensure inclusive participation. She comes equipped with clear and concise materials for public events, so community members can engage with the information and each other—building consensus, and generating excitement for community progress.

Claire conducts community outreach, organizes public meetings, and collaborates with organizations and stakeholders to gather input and address concerns. Claire also develops communication strategies to keep the public informed about projects and opportunities for involvement. With her expertise in due diligence, she will work closely with Kyle and project teams to navigate community engagement and permitting processes while meeting regulatory standards and staying on track with project milestones.

EDUCATION

Bachelor of Science in Urban Studies | *University of Minnesota*

PROJECT EXPERIENCE

Parks Master Plan Community Engagement | *Savage, MN*
Parks Master Plan Community Engagement | *Saint Peter, MN*
TLM Commercial Property Permitting | *Apple Valley, MN*
Carlson Property Permitting | *Savage, MN*

DAN STUEBER, PE, LS

Land Survey Practice Group Leader

ROLE: Land Survey Lead



BIOGRAPHY

As a professional land surveyor and licensed civil engineer, Dan provides a unique expertise and holistic perspective for clients and projects. Leading ISG's Land Survey Practice Group with over 20 years of professional land surveying experience, he manages a staff of land surveyors, technicians, and project managers.

Dan's seven years of service on the Minnesota Society of Professional Surveyors (MSPS) Board of Director's resulted in his role as the organization's past president. Through his leadership experience with MSPS, he built a network of private, county, and Department of Transportation (DOT) land surveying connections across the state and beyond. He also contributed to updating the Common Interest Community Plat Manual, a guidebook for surveyors. Dan's expertise and resourcefulness will allow him to drive stronger project results for the City.

EDUCATION

Bachelor of Science in Civil Engineering | *South Dakota State University*

Land Surveying Coursework | *St. Cloud State University*

PROJECT EXPERIENCE

Infrastructure Improvements | *Tracy, MN*

Utility + Street Improvements | *Adams, MN*

Spirit River Crossing | *Cambridge, MN*

Myrtle Street Reconstruction | *Stillwater, MN*

BRIAN HILES

Senior Water/Wastewater Engineer

ROLE: Drinking Water Engineering Lead



BIOGRAPHY

Brian brings nearly 30 years of experience in the civil engineering industry with a focus on municipal infrastructure and water/wastewater treatment. He has worked extensively with cities across the Midwest, gaining invaluable expertise in water supply, treatment, storage, and distribution, and wastewater collection and treatment systems. Brian has a proven track record of overseeing projects from project design through completion, including preparing specifications and construction documents and providing construction observation services.

Brian is highly skilled in managing project teams, budgeting, and utilizing a range of software tools. He believes that effective teamwork, collaboration, and open communication are essential to creating the best possible outcomes for every project. He actively involves clients throughout the project to ensure their needs are met and they fully understand the scope and requirements of the project. Brian's ability to combine technical knowledge with strong management skills ensures the successful completion of projects on time and within budget.

EDUCATION

Bachelor of Science in Civil Engineering | *North Dakota State University*

PROJECT EXPERIENCE

Water System Improvements | *Sloan, IA*

Elevated Water Tower + Well No. 5 | *Aurelia, IA*

Water System Improvements | *Granada, MN*

Economic Development Planning | *Pierre, SD*

LENNY LARSON, PE

Water/Wastewater Practice Group Leader

ROLE: Wastewater Engineering Lead



BIOGRAPHY

Lenny leads ISG's Water/Wastewater Practice Group, maintaining deadlines for and providing direction on projects ranging from municipal to industrial clients. He manages the development of pretreatment agreements, preliminary engineering reports, acquisition of grants and loans, project design, preparation of final plans and specifications, and construction administration support.

Lenny helps communities upgrade infrastructure and collection systems. His design experience includes subdivisions, streets, trails, storm sewers, and sanitary sewers. With an innate ability to translate complex system solutions into effective implementation, Lenny will promote a streamlined project understanding amongst all partners, and help the City achieve successful improvement efforts.

EDUCATION

Bachelor of Science in Civil Engineering | *University of Iowa*

PROJECT EXPERIENCE

Duncan Creek Siphon Analysis | *Chippewa Falls, WI*

Wastewater Improvements | *Emmons, MN*

Water Reclamation Facility Improvements | *Rockwell, IA*

Water System Improvements | *Skyline, MN*

JULIE BLACKBURN, CFM

Water Business Unit Leader

ROLE: Surface Water Resources Lead



BIOGRAPHY

Julie leads ISG's Water Business Unit, bringing over 25 years of experience facilitating water resource management, including policy, planning, restoration, protection, and implementation programs. Julie thrives on solving complex problems for projects in a broad range of environments, from developing innovative market-based stormwater and nutrient reduction programs to restoring lake, stream, and wetland habitats.

Julie's focus is on improving watershed resiliency, expanding policy options for regulated entities, and obtaining benefits for habitat, groundwater, and communities. With an eye on results, growth, and client satisfaction, Julie is committed to meeting the client's needs efficiently, accurately, and as promised.

EDUCATION

Master of Science in Environmental and Forest Biology | *Syracuse University*

PROJECT EXPERIENCE

Master Stormwater Model | *Fairmont, MN*

Stormwater + Community Resilience | *Eagle Lake, MN*

Stormwater Resilience Planning | *Saint Peter, MN*

Master Drainage Plan | *Brookings, SD*

JULIE SIEVERS

Senior Water Solutions Specialist

ROLE: Drinking Water Training +
Commissioning Lead



BIOGRAPHY

As a former field office staffer at the Iowa Department of Natural Resources (DNR), Julie brings a deep understanding of water and wastewater facilities, overall operator services, and ways to optimize existing plants for partners in multiple markets and service areas. With a passion for operations, training, and actions that reduce operational and maintenance costs for partners, she provides expert guidance to communities and industries across the region.

With over 40 years of expertise in water/wastewater facilities, Julie helps streamline the process public and private partners go through by ensuring compliance and maximizing the value of investments in facilities.

EDUCATION

Bachelor of Science in Chemistry;
Bachelor of Science in Biology | *Morningside College*

PROJECT EXPERIENCE

Southern Iowa Rural Water Association (SIRWA)
Operator Training Services | *Creston, IA*

Water + Wastewater General Engineering |
Storm Lake, IA

Water Facility Evaluation + On-Call Training |
Eldridge, IA

Surface Water Treatment Training | *Des Moines, IA*

TOM ATKINSON

Senior Water Solutions Specialist

ROLE: Wastewater Water Training +
Commissioning Lead



BIOGRAPHY

Tom has nearly 20 years of experience in Iowa environmental regulation and the water and wastewater industry. Having spent 17 years working at the Iowa DNR, he has a deep understanding of agency requirements, standards, and regulations. Tom leverages his water and wastewater policy experience to assist in guiding facility developments and improvements to protect clean, safe water resources for communities. He uses his regulatory knowledge and experience to train water facility operators and provide water solutions for various projects. Tom has also been an industry speaker at the Minnesota Rural Water Conference.

Tom is a mentor and educator for ISG's multi-disciplinary team members and external stakeholders. As a committed client partner and environmental steward, he identifies options to achieve optimal balance between budgetary, consumer, policy, and environmental needs.

EDUCATION

Bachelor of Arts in Biology | *Central College*

PROJECT EXPERIENCE

SIRWA Operator Training Services | *Creston, IA*

Water + Wastewater General Engineering |
Storm Lake, IA

Industrial Pretreatment Program Assistance |
Dubuque, IA

Wastewater System Improvements | *Hartford, IA*

MITCHELL COOKAS, PLA

Project Manager

ROLE: Private Development
Strategist + Liaison



BIOGRAPHY

Mitchell has over 15 years of experience collaborating with public and private sector partners on commercial, civic, housing, education, parks, recreation, and mixed-use projects across Minnesota and the upper Midwest. He provides expertise in land planning, site design, and landscape architecture to help clients and communities achieve their planning and implementation goals.

Mitchell takes pride in working with stakeholders to carefully analyze the unique characteristics, challenges, and opportunities related to each site and project. He is experienced with providing high level and detailed solutions, including for master plans, specific programs, and infrastructure plans. He strives to implement green infrastructure and multi-functional spaces that provide triple-bottom-line benefits for stakeholders. Mitchell continues to partner with public agencies, landowners, developers, and end users, to create solutions that benefit communities for years to come.

EDUCATION

Master of Science in Landscape Architecture |
University of Minnesota

PROJECT EXPERIENCE

Como Park Zoo Improvements | *Saint Paul, MN*
Minnesota Landscape Arboretum Projects | *Chaska, MN*
West Bush Lake Park Improvements | *Bloomington, MN*
Lakeville Public School District Projects | *Lakeville, MN*

AMANDA PROSSER, PLA

*Vice President, Sports + Recreation
Business Unit Leader*

ROLE: Parks Advisor



BIOGRAPHY

Amanda believes in design's power to enhance daily life, a belief that has influenced her nearly 20-year career as a landscape architect and leader of ISG's Sports + Recreation Business Unit. An outdoor enthusiast, she fosters authentic connections with clients on related projects. Over the last 10 years, Amanda has successfully managed over 500 sports and recreation projects. To ensure clients receive the best experience, she builds an A-team for each project and infuses the project with distinct personality that aligns with client goals.

With deep reverence for nature, she blends architectural and engineering design with the natural world, crafting inspiring landscapes. Whether urban plazas, trails, or community park facilities, her designs harmonize with their surroundings. Her graphic design-rooted process employs high-level conceptual sketches that reflect intentional design and consider macro-level impacts. Fostering effective client and stakeholder engagement, she leads an iterative design process, ensuring the end product aligns with group feedback.

EDUCATION

Bachelor of Landscape Architecture
Bachelor of Environmental Design | *North Dakota State University*

PROJECT EXPERIENCE

Parks Master Plan | *Savage, MN*
Levee Park Master Plan | *Winona, MN*
Lake Washington Regional Park +
Campground Improvements | *Kasota, MN*
Lake Park Playground | *Winona, MN*

DAVID SELINSKY, AIA, NCARB

Architecture Practice Group Leader

ROLE: Architecture Lead



BIOGRAPHY

Practicing architecture for four decades, David brings a broad range of expertise to the City of Fairmont. He is a well-respected leader known for his passionate commitment to providing high quality work, along with the ability to inspire partners and clients. David's expertise includes design, facility assessments, master planning, and complex life safety and code analysis.

He is responsible for project management, contract administration, and the development and maintenance of architectural standards. David is committed to optimizing sustainable building design elements that make sense, improve energy efficiency, and extend the useful service life of municipal building systems and equipment.

EDUCATION

Bachelor of Architecture | *University of Minnesota*

PROJECT EXPERIENCE

Emergency Services Building for Fire + Ambulance | *Winthrop, MN*

Public Works Facility | *Winthrop, MN*

Rice County Solid Waste Office Building | *Faribault, MN*

Black Forest Facility Assessment + Master Plan | *Owatonna, MN*

BRETT HARRIS, PLA

Landscape Architect

ROLE: Landscape + Park Design Lead



BIOGRAPHY

Brett is a licensed landscape architect with over eight years of experience, specializing in site design. He integrates a thorough understanding of natural resources at each site, guiding his design approach to optimize, enhance, and protect existing qualities. In his work with municipalities, Brett designs low maintenance outdoor spaces that beautify communities without over-extending staff or budgets.

His experience lies in crafting detailed site designs, with expertise in planting design for long-term growth and maintenance. With a passion for innovative green infrastructure, Brett develops creative solutions that thrive in the built environment. His commitment to dynamic environments goes beyond aesthetics, creating spaces that connect people with nature while promoting habitat for pollinators and wildlife.

EDUCATION

Master of Landscape Architecture | *Illinois Institute of Technology*

PROJECT EXPERIENCE

City of Savage Parks Master Plan | *Savage, MN*

St. Peter Parks System Master Plan | *St. Peter, MN*

Mason City Bike Park | *Mason City, IA*

City Park Improvements | *Winthrop, MN*

LUIS SWANSON

*Geographic Information Systems
(GIS) Manager*

ROLE: GIS Lead



BIOGRAPHY

With nearly two decades of GIS expertise, Luis leads the GIS team, optimizing tools and services for diverse client projects. Collaborating across the firm's 12 market sectors, he explores GIS applications to enhance project value. Drawing from his background in GIS for commercial real estate and retail, he drives the firm's site selection analysis services, aiding clients in precise site identification and targeted market strategies.

His work benefits municipalities by targeting projects to areas that have existing infrastructure, access, and connections to other mutually beneficial community assets. Luis excels in spatial data analysis, evaluating infrastructure, land use, environmental factors, and competition. His expertise will aid the City in informed decision-making, resource optimization, and visualizing geographic-scale impacts— saving the City time and money.

EDUCATION

Bachelor of Science in Geography + GIS |
University of Minnesota

PROJECT EXPERIENCE

- On-Call GIS Services | *Vadnais Heights, MN*
- Public Works Projects Web Mapping Application |
Bloomington, MN
- Agribank Corporation Office Location Analysis |
St. Paul, MN
- Kubota Market Optimization Analysis |
Multiple Locations

CORONA WOYCHIK, PE, PTOE *Transportation Engineer*

ROLE: Transportation Planning +
Design Lead



BIOGRAPHY

Corona's engineering background is rooted in urban road design and traffic analyses. She designs and leads production for Departments of Transportation (DOTs), municipal, and private roadway expansion and rehabilitation projects. Corona has also prepared traffic impact studies, intersection control evaluations, traffic signal removal studies, and traffic signal plans.

Her extensive experience involving urban settings gives her a unique perspective on and appreciation for the holistic corridor; including pedestrian, bicyclist, and motorist safety; context-appropriate traffic control solutions; roadway efficiency and installation; and operational and maintenance costs. Leveraging her experience conducting traffic analyses, assembling exhibits, and drafting reports, she will provide valuable input in supporting the City to maximize public infrastructure projects and investments.

EDUCATION

Bachelor of Science in Civil Engineering | *Iowa State University*

PROJECT EXPERIENCE

- City of Owatonna Bridge Street Southwest
Reconstruction | *Owatonna, MN*
- Cedar Avenue Streetscape Improvements |
Owatonna, MN
- Mash Baseball Complex | *Savage, MN*
- Hodapp Property Traffic Impact Letter |
Mankato, MN

MICHAEL NOVITZKI, MBA

Development Strategist

ROLE: Client Experience Manager



BIOGRAPHY

Michael has worked in the public works industry and been involved with various industry organizations for the past seven years. He is a recent recipient of the Minnesota American Water Works Association Young Professional of the Year designation. In his career, he has helped numerous cities across Southern Minnesota address their municipal infrastructure needs. Using his financial background, he helps cities navigate the challenges of infrastructure improvements by providing reliable cost benefit analysis to help them determine the most economical solutions.

Since joining ISG in 2023, Michael has worked diligently to strengthen the firm's relationship with Fairmont. He has met with the City multiple times to discuss ISG's listen-first approach to ensure their voices are heard. He looks forward to continuing to showcase the **ISG Difference** with diverse in-house services and authentic, trustworthy partnership.

EDUCATION

Masters in Business Administration | *University of St. Thomas*

PROJECT EXPERIENCE

Master Services Agreement | *St. Croix, WI*
 Master Services Agreement | *Shafer, MN*
 On-Call GIS Services | *Vadnais Heights, MN*
 Master Services Agreement | *Star Prairie, WI*

JUSTIN RODGERS

Construction Administrator

ROLE: Construction Administration +
Inspection Lead



BIOGRAPHY

Justin has 10 years of diverse experience in the construction industry and holds multiple certifications in construction materials, testing, and site management. In his role as construction administrator and field liaison, Justin observes and inspects work performed by contractors to ensure compliance with specifications, drawings, codes, and safety requirements. Before joining ISG in 2016, Justin performed quality control for a concrete contractor and held internships with the Minnesota DOT Districts 7 and 8 in project management and the materials lab.

Justin employs his strong attention to detail when conducting quality inspections and reporting variances on construction sites, including checking elevations and grades for pipes, structures, culverts, concrete, and site amenity installations. He is adept at utilizing GPS tracking technology to pinpoint site information that aids in the creation of as-built drawings. Justin can be relied upon to provide clear and timely communication with contractors, clients, and other team members to ensure that quality, budget, and client goals are kept at the forefront throughout the project.

EDUCATION

Associate of Applied Science in Civil Engineering |
South Central College

PROJECT EXPERIENCE

Cedar Avenue Improvements | *Owatonna, MN*
 Utility + Street Improvements | *Winthrop, MN*
 Utility + Street Improvements | *Gibbon, MN*
 Canby Trail Improvements | *Webster Township, MN*

SPECIFIC ABILITIES



MUNICIPAL CAPABILITIES

Working with ISG means gaining a dedicated partner who is experienced in navigating the complexities of municipal operations and projects.

This section showcases ISG's ability to meet your requirements, provide the professional service areas noted in the RFP, and highlight our specialty areas of expertise.

Meeting Your Requirements

ISG acknowledges and confirms that:

- ✓ The firm is licensed to provide engineering services in the State of Minnesota
- ✓ The firm has experience in public sector engineering of similar size and scope of the services being requested
- ✓ The City Engineer is a licensed engineer with more than five years' experience with municipal engineering projects
- ✓ The firm can provide all the services listed in the scope of services within the organization

GENERAL SERVICES + PROJECT MANAGEMENT

ISG's City Engineers have provided the following on-call engineering services for communities across the Midwest, including those noted on this page, and will do the same for the City of Fairmont.

- ✓ Serves as the City's Engineer
- ✓ Collaborates with public works and utilities staff
- ✓ Plans, coordinates, and evaluates programs and services
- ✓ Recommends policies aligned with City regulations
- ✓ Evaluates and plans for public works improvements
- ✓ Supports the pavement management program evaluations
- ✓ Implements water resource management functions
- ✓ Assists with capital improvement planning
- ✓ Promotes water efficiency and conservation initiatives
- ✓ Provides engineering and project management services
- ✓ Reviews land use and development applications
- ✓ Ensures costs are allocated to development projects. Assists in designing parks, trails, and amenities
- ✓ Supports GIS and work order management systems

Communities We Have Worked In

SHAHER, MN | Appointed Engineer Since 2024
Population: 1,100

CITY OF WINTHROP, MN | Appointed Engineer Since 2008
Population: 1,300

CITY OF HUMBOLDT, IA | Engineering Partner Since 2012
Population: 4,700

REDWOOD FALLS, MN | Engineering Partner Since 2016
Population: 5,000

STORM LAKE, IA | Engineering Partner Since 2012
Population: 12,600

VADNAIS HEIGHTS, MN | Engineering Partner Since 2024
Population: 11,200

SAINT LOUIS PARK, MN | Engineering Partner Since 2024
Population: 50,000

WEST DES MOINES, IA | Engineering Partner Since 2016
Population: 72,000

ISG's general services will include the following specialty areas of expertise.

Drinking Water

- Asset Management
- Emergency Response Planning
- Hydraulic Modeling + Analysis
- Planning, Design, and Construction
- Risk Assessment + Mitigation
- Source Water Protection
- Water Distribution + Pipelines
- Water Operations Training + Optimization
- Water Quality Monitoring + Control
- Water Storage
- Water Supply + Wells
- Water Treatment

WATER SYSTEM IMPROVEMENTS | Skyline, MN

- Monitored sanitary flow
- Designed new water tower
- Upgraded two wells and an existing well house
- Replaced well house piping, valves, and chemical systems
- Installed new pump and improved Well 2 pitless unit
- Added emergency generator for backup power at the well house

WATER SYSTEM IMPROVEMENTS | Gibbon, MN

- Served as City Engineer since 2017
- Prepared feasibility study with topographic survey for water and sanitary sewer extension to serve new school site
- Prepared preliminary engineering report for new water tower

VARIOUS INFRASTRUCTURE IMPROVEMENTS | Winthrop, MN

- Served as City Engineer since 2017
- Prepared water tower feasibility study
- Provided lead service line inventory
- Designed downtown streetscape, roadway, and utility improvements

Wastewater

- Environmental Regulation Assistance
- Industrial Wastewater Treatment + Reuse
- I&I Studies
- Municipal Industrial Pretreatment
- Planning, Design, and Construction
- Wastewater Collection Design + Rehabilitation
- Wastewater Collection System Hydraulic Modeling
- Wastewater Operator Services + Training
- Wastewater Pumping Stations
- Wastewater Treatment
- Water Reclamation + Reuse

WASTEWATER SYSTEM IMPROVEMENTS | *Redwood Falls, MN*

- Prepared wastewater system I&I improvement plan
- Provided sanitary sewer modeling
- Provided policy and ordinance recommendations
- Provided Sewer service and sump pump inspection programming
- Reviewed GIS records, tracking, and ranking system

CITYWIDE SEWER + WATER IMPROVEMENTS | *Tracy, MN*

- Designed 80-acre wastewater stabilization pond system
- Assisted with three-phase infrastructure improvements
- Provided grant assistance secured for improvements
- Communicated consistently with residents via newsletters and drone footage

ON-CALL WATER/WASTEWATER CONSULTANT | *Storm Lake, IA*

- Analyzed water system with recommended infrastructure improvements over 5–20 years
- Evaluated wastewater treatment system and prepared an action plan for meeting future permit requirements
- Conducted mock sanitary survey reviews to prepare operations staff for DNR and Environmental Protection Agency (EPA) inspections
- Prepares water and wastewater operations team for licensure
- Provides regular operations training to staff
- Provides prompt 24/7 technical and operational assistance
- Meets with staff on a biweekly basis to assist with facility operations
- Provides design and permitting assistance on numerous projects

Water + Wastewater Operators

ISG offers the City access to experts who facilitate water and wastewater operator trainings, on-site startup and commissioning services, development of standard operating procedures, and validation and optimization of operations.



FREE OPERATOR TRAINING SESSIONS CALENDAR

bit.ly/W-WW_OnlineTrainings



SENIOR WATER SOLUTIONS SPECIALIST VIDEO

bit.ly/julieSievers_specialist

ELDRIDGE MUNICIPAL UTILITIES OPERATOR TRAINING + SERVICES |

Eldridge, IA

- Provided water treatment facility evaluation and on-call training for water and wastewater operators
- Assisted with I6 Avenue water tower reconditioning and Le Caire Avenue water tower antenna review
- Completed hydraulic nitrification water system preliminary report

SIRWA OPERATOR TRAINING + SERVICES | *Multiple Locations*

- Providing on-call training for water and wastewater operators
- Providing design services for combined filter effluent (CFE) chlorine sample building
- Providing design services for two louver access platforms



SIRWA chose ISG because they are, hands down, the best at what they do. Julie [Sievers, Tom Atkinson,] and her team tailored a training program, provided class time, and committed to hands-on experience in the plant. Their timeliness and dedication have taken loads of stress off my plate.

Roger Adkins | SIRWA



Stormwater

- Construction Staking, Observation, and Management
- Conveyance Analysis + Planning
- Data + Technology Solutions
- Environmental Studies + Solutions
- Floodplain Studies + Management
- Grants + Funding Assistance
- Green Infrastructure
- Hydraulic + Hydrologic Modeling
- Lake, Stream, and Wetland Restoration
- Master Planning
- MS4 Permitting + Compliance
- Nature-Based Design
- Stormwater Infrastructure Design
- Water Quality Modeling + Trading

EAGLE LAKE DRAINAGE STUDY | *Eagle Lake, MN*

- Analyzed 500 acres urban and 1,000 acres rural drainage
- Prepared comprehensive XPSWMMM model for the entire City
- Evaluated pipe capacity
- Identified stormwater retention opportunities for water quality improvements
- Prepared cost estimates for multiple options and prioritization of recommendations

STORMWATER MANAGEMENT PLAN | *Winthrop, MN*

- Helped with utilization and expansion of existing GIS database
- Provided citywide 2D XPSWMM modeling
- Completed stormwater model analysis of urban runoff conveyance
- Proposed improvements with prioritization recommendations and cost estimates
- Gave expert opinions of cost-effectiveness of improvement implementation

Streets + Corridors

- Accessible Design
- Construction Observation + Administration
- Corridor Studies + Complete Streets Planning
- Pavement Management Planning
- Pedestrian Facilities + Trails
- Planning + Design
- Rehabilitation + Reconstruction
- Rural + Urban Roadway Design
- Staging + Traffic Control
- Stormwater Management
- Street Lighting Design
- Streetscaping
- Traffic Signal Operations + Design
- Utility Coordination + Design



CEDAR AVENUE STREETSCLAPING

Owatonna, MN

- Completed a three block streetscape
- Provided site navigation, circulation, accessibility, and safety improvements
- Provided urban corridor and utility design, community engagement, and construction support
- Designed site to support live music events, gatherings, and local businesses
- Designed solutions for sustainable LED lighting, stormwater biocells, and plantings



UTILITY + STREET IMPROVEMENTS

Winthrop, MN

- Completed storm sewer improvements
- Designed bump outs
- Designed site with bench swings, decorative metal panel signs, planting beds, and jointing patterns
- Providing on-call municipal engineering services
- Overseeing ongoing construction slated to be completed in spring 2025

Funding

Since 2015, ISG has helped public entities in Minnesota, Iowa, and South Dakota successfully secure \$60,778,027 in grant funding, leveraging \$67,845,280 in private and public investments. ISG provides:

- Capital Improvement Strategies
- Economic Development
- Grant Writing
- Legislative Tracking
- Municipal State Aid Funding
- Public-Private Partnerships
- Revolving Loan Assistance
- State Aid Highway Funding Assistance
- United States Department of Agriculture (USDA) Rural Development (RD) Funding Assistance

65%-75%

**FUNDING SUCCESS RATE,
ALIGNING WITH INDUSTRY AVERAGE**

NEARLY \$50 MILLION SECURED

SNAPSHOT OF PROJECTS SINCE 2019 WITH MULTIPLE FUNDING SOURCES

City of Tracy, MN

Phase 2 Sanitary Sewer Treatment Ponds // 2018–2019

- USDA RD Loan: \$7,071,000
- USDA RD Grant: \$838,000

Phase 3 Infrastructure Improvements // 2019–2023

- USDA RD Loan: \$8,399,000
- USDA RD Grant: \$4,458,000
- PFA WIF Grant Sewer: \$3,400,000

City of Winthrop, MN

Utility + Street Improvements // 2020–2023

- County State Aid Cost Participation: \$415,000
- County State Aid Cost Participation: \$3,400,000

City of Adams, MN

Infrastructure Improvements // 2018–2019

- Clean Water Revolving Fund Loan: \$1,790,000

Infrastructure Improvements // 2019–2020

- USDA RD Grant: \$819,000

City of Gibbon, MN

Utility + Street Improvements // 2019

- Clean Water Revolving Fund Loan: \$704,500
- USDA RD Grant: \$661,000

FUNDING PROCESS

RESEARCH
FUNDING EARLY

ENGAGE
STAKEHOLDERS

REGULARLY
INFORM
STAKEHOLDERS

MOVE FORWARD
INTENTIONAL +
FUNDING-FOCUSED
PROJECTS

STACK FUNDING
OPPORTUNITIES

PROVIDE FUNDING
APPLICATION
ASSISTANCE

COORDINATE
WITH APPLICABLE
AGENCIES
+ ENTITIES



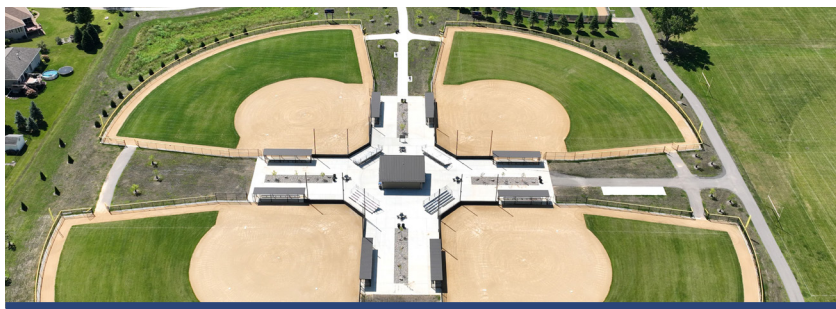
ISG's planning and grants team have been a big help for us. They have helped us through a federal grant application and are currently helping the City on a Capital Improvement Plan. We would be lost without ISG. I would highly recommend [them].

Kristina Williams | Finance Director for Florence Utilities in Florence, WI



Sports Facilities

- Athletic Complexes
- Concessions, Restrooms, and Press Boxes
- Domes + Multi-Purpose Facilities
- Field Houses
- Fitness + Recreation Centers
- Gymnasiums
- Indoor + Outdoor Ice Rinks
- Locker Rooms + Player Areas
- Sports Courts
- Stadiums
- Synthetic Turf + Natural Grass Fields
- Wellness Studios



THOMAS PARK IMPROVEMENTS | Mankato, MN

- Designed athletic field improvements and increased programming
- Designed new concessions and restroom facilities
- Increased parking capacity and improved circulation
- Enhanced accessibility
- Prepared master planning road map



ISG FIELD RENOVATION | Mankato, MN

- Conducted stakeholder meetings with multiple user groups
- Assisted with renovation and reconstruction
- Scheduled project to accommodate ongoing field activities
- Updated locker rooms and hitting/pitching facility
- Provided branding, public relations, and marketing support



2021 and 2022 were record-setting years for us, in no small part to the renovations. Sales are trending upward, and we expect that to continue.

Tyler Kuch | MoonDogs General Manager
at ISG Field in Mankato, MN



Parks + Trails

- Campgrounds
- Community Gardens + Edible Landscapes
- Community Pools, Splash Pads, Fountains, and Water Features
- Fishing Piers, Docks, Observation Decks, Waterway Access, and Marinas
- Gateway + Wayfinding Signage
- Gathering Nodes
- Historic Building Preservation
- Integration of Memorials + Specialty Art
- Multi-Modal Routes + Nature Trails
- Park Shelters + Community Pavilions
- Playgrounds, Playscapes, and Exploration Areas
- State, Regional, and Local Parks and Trails
- Urban Parks, Plazas, and Courtyards



It really is impressive how much work your team has done! The [2024 East River Trail Master Plan] as a whole is more than I could have envisioned and gives an amazing starting point for improving the trail and its surrounding areas.

Kari Hagenow | *Coastal Resilience Specialist for The Nature Conservancy in Northeast Wisconsin*



PRAIRIE ROCK TRAILS BIKE PARK |
Mason City, IA

- Destination Iowa Grant awarded
- Designed over five miles of single-track dirt trail
- Designed bike park and pump track at trail head
- Designed support facilities include parking and restrooms
- Project to be completed in 2024



LEVEE PARK MASTER PLAN + IMPROVEMENTS |
Winona, MN

- Provided services for \$2.2 million project that revitalized Levee Park
- Designed for park features including an amphitheater and splash pad
- Designed venue to accommodate events and integrate local art
- Designed site to accommodate up to 1,000 people



The plan was really based on community. It was based on getting people together with entertainment, music, beverages, and with people of all walks of life to have conversation and be part of the community.

Frank Pomeroy | *Levee Park Committee Chairman in Winona, MN*



Community Outreach

ISG's community outreach services are backed by a robust marketing team that creates a range of highly visual and engaging deliverables. See **page 43** of this proposal for examples.

Claire Roth is experienced in providing the following services and will do so for the City of Fairmont, as she has for the communities noted on this page.

- Conduct outreach to involve citizens in planning.
- Organize public meetings to gather community input.
- Collaborate with groups to address project concerns.
- Coordinate public participation for diverse input consideration.
- Develop strategies to inform the public about projects.



SAINT PETER PARKS MASTER PLAN COMMUNITY ENGAGEMENT | Saint Peter, MN



SAVAGE PARKS MASTER PLAN COMMUNITY ENGAGEMENT | Savage, MN

“

The City of Savage has been working with ISG to update the City of Savage Parks Master Plan. Claire Roth has led our project with exceptional skill.

From public engagement to researching national and local data to support their recommendations, ISG has been exceptional to work with as partners. Communication throughout the process has been clear and concise... Claire has always been available to answer or ask questions.

Greg Boatman | Public Works Director for the City of Savage, MN

”

CONSTRUCTION SERVICES

Like most design firms providing construction-phase services, ISG's construction administrators play a critical role in upholding a successful project and working dynamic between the client, contractor, and public. This role includes interpreting design intent, monitoring quality, resolving issues, communicating project progress, and managing project documentation. ISG's construction services include:

- ✓ Plan Review for Construction Documents + Specifications
- ✓ Ensure Compliance With Codes, Regulations, And Standards
- ✓ Monitor Private Projects' Financial Accountability + Budgets
- ✓ Provide Advice During + After Construction Projects
- ✓ Prepare, Design, And Review Construction Plans
- ✓ Review Bids + Prepare Bid Tabulations
- ✓ Construction Staking + Surveying Tasks



CONSTRUCTION SERVICES APPROACH BLOG POST

bit.ly/ISG_PartnershipBlog



ANNUAL STREET MAINTENANCE PROGRAM | West Des Moines, IA

- Partner since 2016
- Delivering full-service design and construction-phase services \$7 million annual street maintenance
- Projects include hot mix asphalt resurfacing, pavement repairs, curb and gutter replacement, and intake maintenance, guided by detailed roadway surveys.
- Accelerated designs and night work in high-traffic areas to minimize disruptions
- Providing proactive coordination with the city, contractors, and residents
- Conducting daily tracking and on-site reviews to streamline project wrap-up, reduce costs, and deliver lasting infrastructure improvements



The City of West Des Moines has consulted ISG for many projects over the last eight years. They have proved to be dependable and experts in many parts of our community, including critical infrastructure, roadways, and storm sewer. ISG's staff is unlike others, and we are pleased with their quality of work. I appreciated the teamwork attitude they brought to our projects.

Clint Carpenter, CPM | *Former Senior Technician for the City of West Des Moines, IA*



PREPARATION OF ENGINEERING REPORTS + TECHNICAL CORRESPONDENCE

Engineering Reports

ISG has experience working on various infrastructure assessments and reports, including in the following areas:

- Infrastructure feasibility
- Construction inspection
- Plat review
- Utility studies
- Traffic studies, signalization, signage, and forecasting
- State aid reports
- Surface water system analysis and design
- Wetland delineation and mitigation
- Capital improvement program studies

We will use our expertise to help the City of Fairmont determine the need for preliminary studies and review them for compliance with ordinances, comprehensive plans, engineering standards and financial guidelines.

Technical Correspondence

ISG will provide the following as your Appointed Engineer

- Preparation of comments regarding reports, plans, and studies of other agencies
- Presentation of feasibility studies at public meetings



CITY MEETINGS

As the City's Appointed Engineer, ISG via Kyle Renneke will:

- ✓ Participate in internal and external meetings as needed
- ✓ Meet with developers and members of the public on proposed development projects
- ✓ Review development proposals for conformance with City standards
- ✓ Act as a City liaison and representative with other communities and county, state, and federal agencies
- ✓ Attend City Council meetings, Council Work Sessions, and other City meetings, as needed, understanding that the Council meets on the second and fourth Monday of the month at 5:30 p.m.



RESPONDING TO CONSTITUENT REQUESTS

ISG will perform field inspections, address constituent concerns personally and in writing, and remain accessible to the public via phone, email, or scheduled meetings during the City of Fairmont's general business hours Monday through Friday, 8 a.m. to 4:30 p.m. Additionally, ISG will make public presentations and provide recommendations to City staff and the City Council to support informed decision-making.

ADDITIONAL RESPONSIBILITIES + ITEMS

To best meet the City's needs, ISG will provide the following:

- Work with other engineering firms as desired by the City on specific projects
- Assist in inventory tracking of public infrastructure through the use of GIS and other means
- Identify and assist with funding solutions for infrastructure projects, such as grant and loan programs and direct legislative appropriations
- Obtain proper approval and documentation from local, state, and federal authorities prior to implementing projects
- Write grant proposals as directed by City staff and City Council
- Preparation of transportation, water, sewer and storm water components of comprehensive plan update

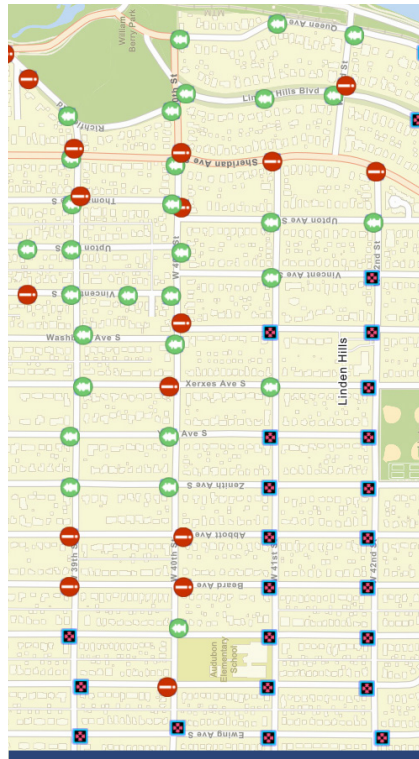
ADDITIONAL SERVICES

ADDED VALUE SERVICES

ISG's multi-disciplinary capabilities are what keep us competitive; our innovative specialty services and added-value solutions are what set us apart. We are continuously seeking ways to strengthen our value as project partners, and opportunities to increase the value, longevity, and versatility of the solutions and deliverables we provide. The following services can bring added value to the City of Fairmont.

GIS

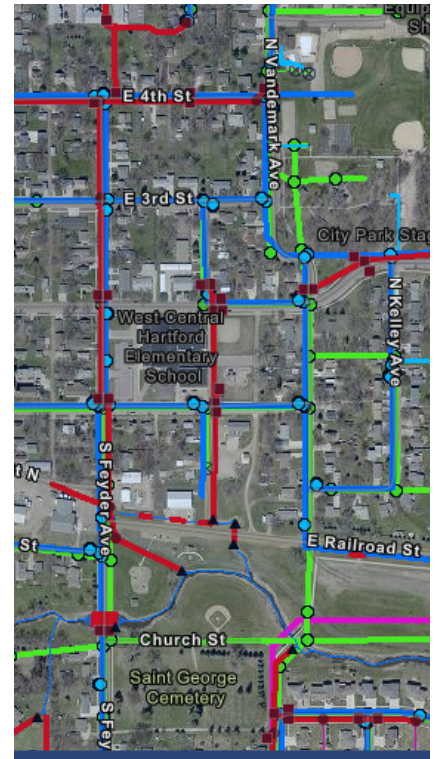
- Asset Management
- ArcGIS Online Implementation
- Cartography
- Database Design
- GIS Data Development + Conversion
- On-Site Training
- Records Management + Retention
- Site Selection
- Software Specification
- Spatial Analysis
- StoryMap Sites
- Surface Resources Modeling



On-Call GIS Services

Vadnais Heights, MN

- Providing on-call services
- Generating a hydrant inspection dashboard for infrastructure maintenance tracking
- Additional dashboard categories may include streets, water mains, stormwater lines, sewer lines, and park trails



GIS Mapping Updates

Hartford, IA

- Worked with the city to digitize their utility data
- Developed an interactive web mapping application that provides the city with insights into its utility network
- Hosting the city's utility data within our on-premises GIS server environment

Applied Technology

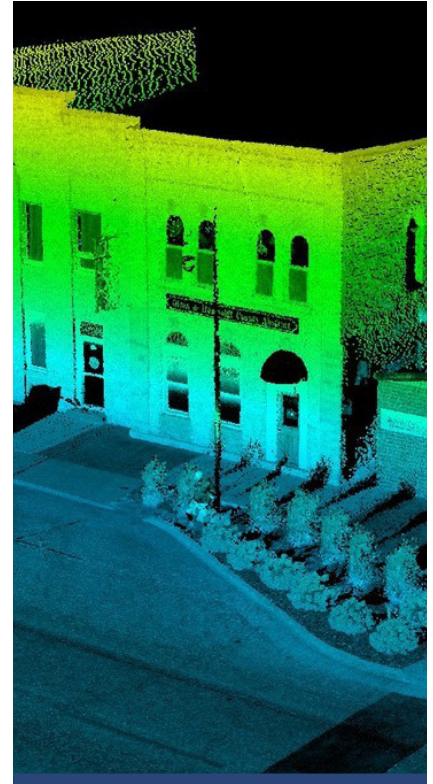
- Drone Footage + Photos
- Pipe Crawler
- Scanning + Reality Capture
- Videography
- Virtual Reality
- Visualization



Duncan Creek Siphon Analysis GeoSLAM Scan

Chippewa Falls, WI

- Prepared preliminary engineering report
- Conducted siphon analysis
- Leveraged scanning technology to streamline data collection and design



LiDAR Scanning Services

Humboldt, IA

- Captured 175+ million points and 1,000+ street view images
- Scanned 1.25-mile roadway in less than 10 minutes
- Reduced time spent in the field for survey field crews
- Saved city money on services

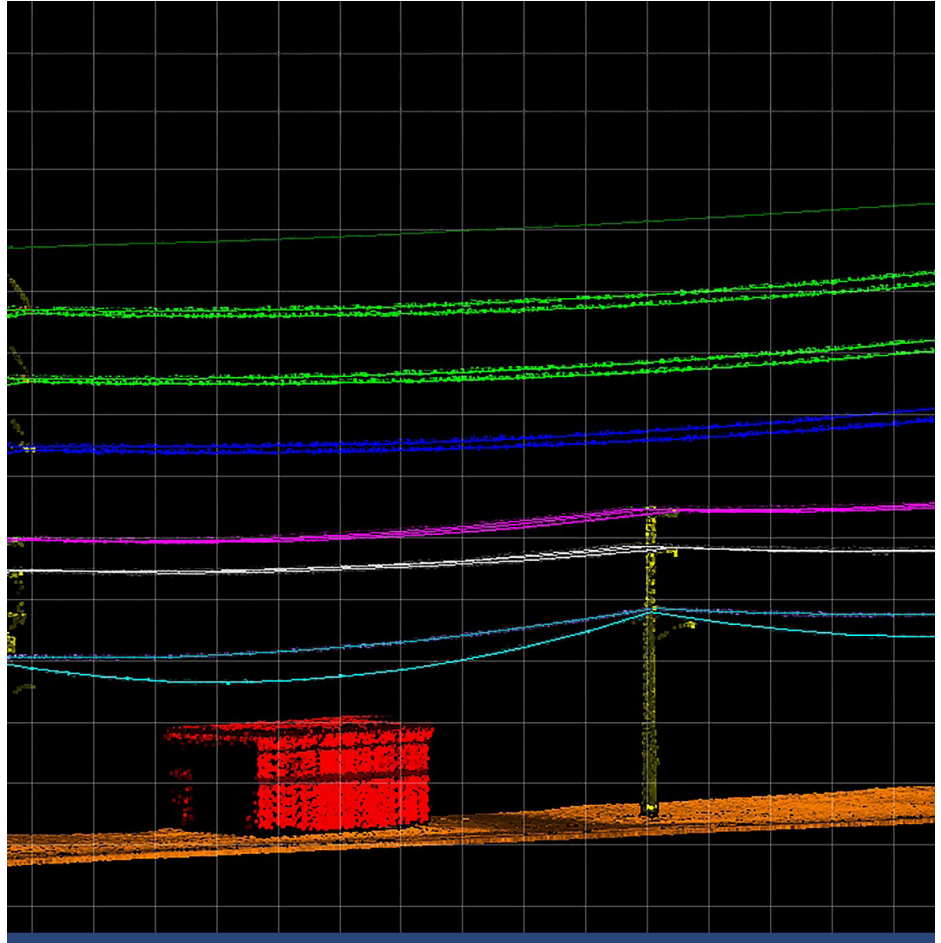


**APPLIED
TECHNOLOGY
OVERVIEW VIDEO**

bit.ly/appliedTechvideos

Telecommunications

- As-Built + Red Line Drawings
- Audits
- Construction Inspection
- Environmental Permitting
- Fiber Splicing Schematics
- Fiber to the Home
- Field Survey + Data Collection
- Make Ready Engineering
- National Electric Safety Code + Utility Specific Codes
- Network Route Selection Budgeting + Scheduling
- Outside Plant Design
- Pole Structure Loading Analysis
- Route Staking
- Small Cell, Wireless, and Distributed Antenna System
- DNR, DOT, Railroad, SUE, and U.S. Army Corps of Engineers (USACE) Specialty Permitting
- Surveying
- Utility Coordination + Forced Relocations
- Utility Management



LOGIS FIBER DESIGN, MANAGEMENT, AND RELOCATIONS | *Multiple Locations, MN*

ISG partners with Local Government Information Systems (LOGIS), an intergovernmental entity, to execute and manage fiber expansion designs and relocations throughout Minnesota. ISG's collaboration with LOGIS and its municipal members involves strategic planning and implementation to enhance telecommunications infrastructure, ensuring scalability and adaptability to future needs and capacity while minimizing disruptions to existing services.

By designing and managing critical fiber infrastructure relocations and coordinating with city planners and service providers, ISG has helped to ensure smooth service transitions without downtime. ISG's telecommunications experts use precision and a vast pool of expertise, adhering to industry standards and best practices, to execute these projects. As a result, ISG's work with LOGIS has enhanced network resilience and performance across Minnesota, paving the way for future advancements and delivering reliable, high-speed connection.

Community Development + CIPs

- CIPs
- Community + Economic Development Plans
- Community Master Planning
- Community Outreach + Engagement
- Downtown Master Planning
- Environmental Planning
- Facility Assessments + Planning
- Funding + Grant Assistance
- Infrastructure Planning
- Neighborhood + Corridor Planning
- Parks Master Planning
- Pavement Management Plans
- Resource Planning
- Social Services Planning
- Transportation Planning



COMMUNITY DEVELOPMENT PLAN

Orange City, IA

- Danielle led community planning for Orange City
- Focus areas such as housing, economic development, and quality of place
- Provided concepts, visualizations, and budgetary estimate
- Implementations underway include housing, parks, and commercial spaces
- Engagement material included newspaper advertisements, flyers, emails, social posts, and a project website



COMMUNITY DEVELOPMENT PLAN

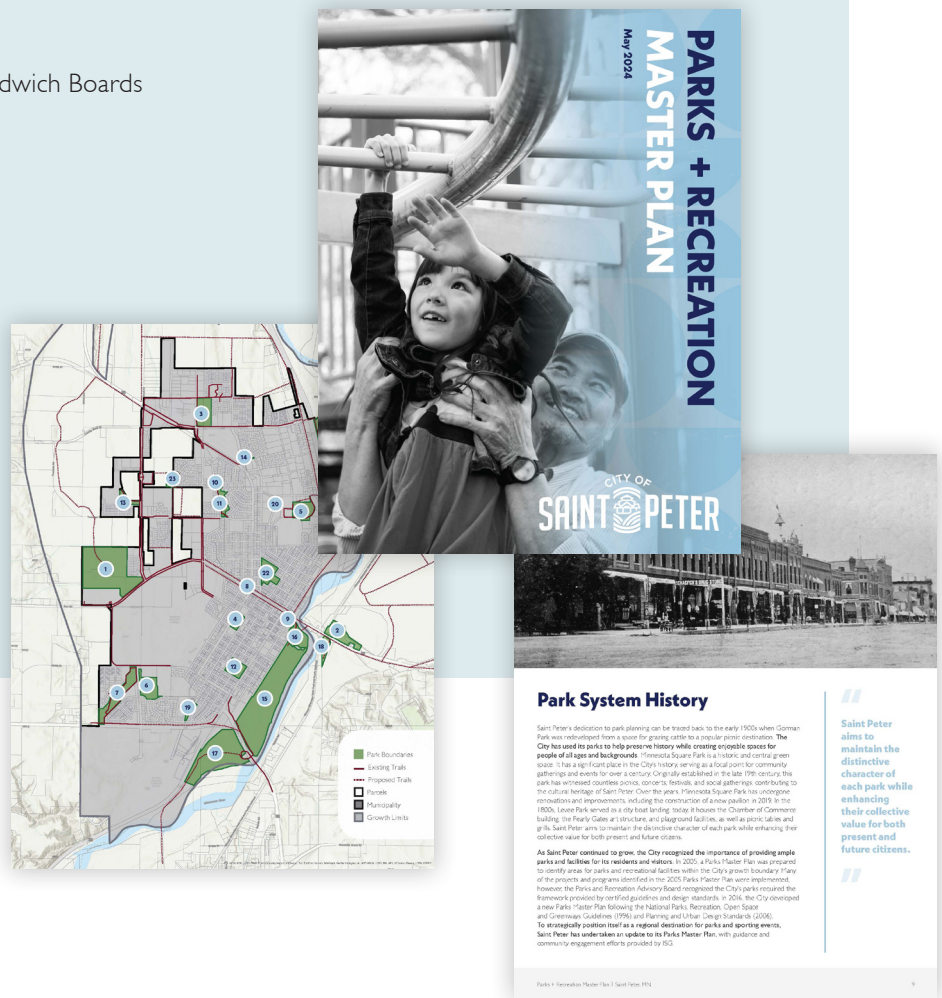
Le Mars, IA

- Danielle led community planning for Le Mars
- Focus areas such as housing, economic development, and quality of place
- Steering committee included private sector and city officials
- Six focus groups and a public survey gathered input
- Included Highway 75 traffic study in the final plan

Marketing Tools

ISG's marketing team can generate a diverse array of deliverables to keep stakeholders informed throughout project planning and execution. Examples of community engagement deliverables are below. These tools can be valuable in capital campaign efforts.

- 360° Photos
- Advertisements
- Brochures
- Door Hangers
- Drone Flyovers
- Email Blasts
- FAQ Resource Document
- Flyers + Handouts
- Informational Videos
- Interactive Maps, Posters, and Sandwich Boards
- Mobile Meetings
- Newsletters
- Open Houses
- Pop-Up Park Event
- Presentations
- Press Releases
- Project Website
- Social Media Content
- Surveys
- Virtual Live Events
- Virtual Tour



REFERENCES

While our word carries weight, our clients can speak to ISG's true value, who we are, and how we can help the City of Fairmont achieve comprehensive goals. All of ISG's applicable staff can be reached at their emails (FirstName.LastName@ISGInc.com).

Kyle Renneke Reference



City of Tracy, MN

The City of Tracy and ISG have partnered on infrastructure improvements over several years and phases to ensure their residents' health and promote community growth. Improvements have been comprehensive, including water and wastewater improvements and 50+ blocks of street and utility enhancements.

OWNER	City of Tracy, MN
PROJECT NAME	Citywide Infrastructure Improvements
CONTACT PERSON	Shane Daniels <i>Public Works Director</i>
ADDRESS	336 Morgan Street Tracy, MN 56175
TELEPHONE	507.629.5545
KEY PERSONNEL + ASSIGNED ENGINEER*	Kyle Renneke, PE*
PERSONNEL EMAIL	Kyle.Renneke@ISGInc.com
POPULATION	2,040

SERVICES PROVIDED

On-Call Engineering	Stormwater Management Study
Review + Modification of City Ordinances	Wastewater Treatment Design
Community Engagement	Bidding Assistance
Funding Assistance	Construction Administration
GIS Mapping	Construction Observation
	Parks Planning

ISG Reference



City of Winthrop, MN

With a partnership spanning nearly two decades, 27 completed projects, and six ongoing projects, ISG has helped the City of Winthrop meet numerous infrastructure needs. Within the last five years, ISG has provided services for on-call engineering, utility and street improvements, emergency services and library facility design, and park enhancements.

OWNER	City of Winthrop, MN
PROJECT NAME	On-Call Engineering
CONTACT PERSON	Michael Looft <i>City Administrator</i>
ADDRESS	305 North Main Street Winthrop, MN 55396
TELEPHONE	507.647.5306
KEY PERSONNEL + ASSIGNED ENGINEER*	David Selinsky, AIA, NCARB Bryan Petzel, PE*
PERSONNEL EMAIL	Bryan.Petzel@ISGInc.com
POPULATION	1,330

SERVICES PROVIDED

On-Call Engineering	Bidding Assistance
Planning	GIS Mapping
Zoning Ordinance Review	Stormwater Management Study
Community Engagement	Construction Administration
Funding Assistance	Construction Observation
Surveying	Visualization
Design	

ISG Reference



City of Gibbon, MN

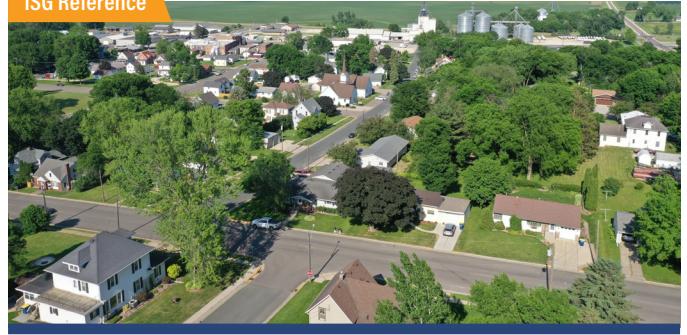
With a history of partnership, the City of Redwood Falls recently entrusted ISG with citywide I&I reduction. ISG's past work in Redwood falls has included various planning efforts.

OWNER	City of Redwood Falls, MN
PROJECT NAME	Citywide I&I Reduction
CONTACT PERSON	James Doering <i>Public Works Project Coordinator</i>
ADDRESS	333 South Washington Street P.O. Box 526 Redwood Falls, MN 56283
TELEPHONE	507.430.5904
KEY PERSONNEL + ASSIGNED ENGINEER*	Luis Swanson Kyle Renneke, PE*
PERSONNEL EMAIL	Kyle.Renneke@ISGInc.com
POPULATION	5,059

SERVICES PROVIDED

Planning	GIS Mapping
Utility Ordinance Review + Modifications	Bidding Assistance
Community Engagement	Utility Inspection Support + Data Tracking

ISG Reference



City of Goodhue, MN

For nearly a decade, ISG has been Goodhue's City Engineer. Through growth and infrastructure maintenance needs, ISG has worked as an extension of the City's staff to provide specialized municipal engineering, surveying, and construction-phase design services.

OWNER	City of Goodhue
PROJECT NAME	On-Call Engineering
CONTACT PERSON	Jason Mandelkow <i>Public Works Director</i>
ADDRESS	405 North Broadway Goodhue, MN 55027
TELEPHONE	651.301.5584
KEY PERSONNEL + ASSIGNED ENGINEER*	Emily Brinkman, PE Reese Sudtelgte, PE*
PERSONNEL EMAIL	Reese.Sudtelgte@ISGInc.com
POPULATION	1,240

SERVICES PROVIDED

On-Call Engineering	Bidding Assistance
Planning	Applied Technology
Community Engagement	Lead Service Line Inventory
Funding Assistance	Construction Administration
Surveying	Construction Observation
Design	

WORKLOAD



CURRENT + PROJECTED WORKLOAD

As a committed partner who knows our capacity and capabilities, and manages both strategically, our firm will ensure reliable support to the City of Fairmont now and into the future.

A Deep Bench For Reliable Service

260 STAFF IN MN
123 STAFF IN MANKATO, MN
106 CIVIL ENGINEERING STAFF
79 LICENSED ENGINEERS
1 HOUR DRIVE TO FAIRMONT



ABILITY TO MEET SCHEDULES

Our project team is backed by 500+ staff who are ready to assist as needed to ensure you meet deadlines and achieve your goals.



RESPONSIVENESS

Responsiveness is one of ISG's core values, and as such we prioritize it in all we do. This means that we will exceed your expectations with excellent communication, responding in **less than 24 hours to all correspondence. We also will complete development plan reviews within two (2) weeks.**



CITY ENGINEER AVAILABILITY

Kyle Renneke is prepared to serve as your dedicated engineer for the long term. He will be fully available for regular council meeting nights (on the second and fourth Monday of each month) and can hold regular standing office hours on select days each month if desired. If additional support is needed, he is backed by an experienced multi-disciplinary team who are ready to assist.

CROSS-MARKET EXPERTISE

ISG empowers every client to steer their own path, supported by a results-driven partner. With a problem-solving mindset, we offer positive alternative solutions that build on your ideas and visions, incorporating best practices. Through contextual engineering, planning, and design, we listen first to deliver meaningful and successful outcomes that integrate expertise from our work in the following markets.



Commercial

Retail; Hospitality; Office

Aligning the function of commercial spaces with each client's business strategy and signature image—all while integrating solutions for building performance, protecting service and product quality, and preparing for future facility and brand evolution.



Education

PreK-12; Higher Education

Inspiring high-performing buildings that promote lifelong learning and fulfilling careers in education; strategically planning the design of new spaces and maintenance of existing facilities to accommodate the rapidly changing educational environment.



Food + Industrial

Food + Beverage; Manufacturing; Paper + Conversion; Agricultural Facilities; Warehousing, Distribution, and Cold Storage

Strengthening the role of new and existing facilities in improving operations, increasing profitability, providing flexibility for adjusting to market and company growth, and ultimately bolstering each client's bottom line.



Mining

Development + Operations; Infrastructure + Facilities

Supporting a growing industry faced with the challenges of resource stewardship, transportation access, regulatory compliance, and thorough reclamation initiatives with permitting and environmental expertise.



Public Works

Streets + Corridors; Municipal Planning; Drinking Water; Wastewater

Developing municipal planning and design solutions with a high level of accuracy that are cost-effective, timely, and solve the unique challenges of each city, county, and community.



Sports + Recreation

Parks, Trails, and Urban Areas; Athletics; Aquatics; Community + Entertainment Venues

Helping communities embrace today's active lifestyles through safe, healthy environments for athletes and fans, connecting residents and visitors to the outdoors, and increasing local revenue-generating opportunities.



Government + Cultural

*Public Service Facilities;
Cultural + Community Gathering*

Working diligently to design safe, efficient, and sustainable public structures, being mindful that taxpayers deserve ease, innovation, high performance, and value in buildings that represent the spirit of the community.



Healthcare

*Hospitals + Medical Centers;
Clinics + Office Practices*

Providing lasting value with flexible healthcare designs that facilitate programming, staff, and operational growth. Addressing complex healthcare environment requirements, while accommodating ever-evolving medical technologies.



Residential + Mixed-Use

*Land Development; Senior Living;
Student Living; Multi + Mixed Use*

Developing neighborhoods that are responsive to local, regional, and national trends while creating complementary spaces and environments to deliver dynamic housing opportunities that meet residents' needs.



Telecommunications + Energy

*Utilities Distribution; Oil + Gas;
Renewables + Geothermal; Power, Steam,
and Chilled Water; Telecommunications*

Maintaining quality of life through designs that support the transmission of safe, efficient, and affordable energy and communications infrastructure with cost-effective and innovative solutions.



Transportation

*Mobility: Aviation, Rail, and Waterways;
Highways + Bridges;
Traffic Engineering; Construction Services*

Devising safe, cost-efficient networks for people and goods with innovative, forward-thinking solutions tailored to work for communities and businesses of all scales.



Water

*Urban Stormwater; Rural Surface Water;
Water Quality + Planning;
Natural Resource Management*

Helping partners address complex water challenges to feed the world, protect the environment, and grow communities and industries with innovative, responsible opportunities and design.

EXERCISE

December 4, 2024

Matthew York

*Director of Public Works
and Utilities*

City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

507.238.3942
myork@fairmont.org

**RE: Professional Services Proposal for
Street Improvement Project**
Fairmont, Minnesota

ISG

Matthew,

As the City of Fairmont plans for essential street improvements, ISG stands prepared to serve as your committed and experienced project partner. Having collaborated with communities across southern Minnesota since 1976, our team brings a deep understanding of the region's infrastructure trends and needs.

For this project, which includes bituminous removal and replacement, upgrading bituminous curbing to concrete curbing, and localized water main work to repair gate valves and hydrants, I & S Group, Inc. (ISG) is ready to deliver innovative and practical solutions to ensure a smooth and successful outcome for Fairmont.

ISG is committed to delivering excellence through the collective expertise of our multi-disciplinary team. With this collaborative approach, we will provide the following scope of services to meet your project needs.

SCOPE OF SERVICES

Task 1

Feasibility Study

Public assessments are subject to the requirements mandated by Minnesota Statute Chapter 429 (MS 429). A feasibility study is required by MS 429 and is part of the initial phase in the special assessment process. ISG will prepare the feasibility study to include the following:

- Review of the existing public facilities including streets and storm sewer
- Discussion of proposed improvements
- Consideration of alternatives
- Discussion of required permitting and agency approvals
- Preliminary cost estimates of the proposed improvements
- Discussion of project funding
- Preparation of a preliminary assessment roll based on City policy or guidance
- Preparation of a potential project schedule

Public Meetings

ISG will present the feasibility study at a City Council meeting to share the findings with the public. ISG will facilitate the public assessment hearing to comply with MS 429 process. ISG will also facilitate a public improvement hearing and assessment hearing to comply with the MS 429.

December 4, 2024

ISG

Task 2**Design**

Upon receiving approval from the City, ISG will provide the street improvement plan and project specifications.

Bidding Administration

Upon completion of the construction documents, ISG will prepare an advertisement to assist with solicitation of competitive general contractor bids. ISG is prepared to respond to contractor questions and issue clarifications via addendum if necessary. ISG will also provide assistance with bid evaluation, issuance of a recommendation of award, and preparation of the Notice to Proceed and Agreement between the City and your chosen contractor.

Task 3**Construction Administration + Inspection**

This proposal anticipates that ISG will provide construction inspection and administration services. These services will be invoiced on a time and materials (T+M) basis and involve shop drawing and submittal review, periodic site visits and observations as requested by the City, review and approval of change orders and payment requests, and project close-out activities, including a site walk-through and preparation of a final punch list. ISG will also prepare a record drawing plan set for the project in paper and electronic formats.

SCHEDULE

ISG will work with the City to prepare a project schedule with dates for project milestones. Currently, ISG anticipates the following project times frames.

- Task 1: December 2024–February 2025
- Task 2: March 2025
- Task 3: Spring 2025–Fall 2025

December 4, 2024

ISG

Applicable Contract

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.



General Terms + Conditions
bit.ly/termsconditions_isg

Acknowledgment of Acceptance

This proposal is valid for 30 days.

Accepted this _____ day
of _____, 2024.

Company: _____
Print

Name: _____
Print

Title: _____
Print

Signature: _____

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Anticipated reimbursable expenses such as travel, mileage, and printing are included.

Tasks	Cost
1. Feasibility Study + Public Meetings	\$15,000
2. Design + Bidding Administration	\$45,000
3. Construction Inspection + Administration	Time + Materials, Estimated \$60,000
Total	\$120,000

ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible in meeting the requirements of this project. Upon request, ISG can provide a subsequent proposal to assist with the additional professional design and construction phase services needed to support this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Fairmont. Upon acceptance, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative experience, and timely delivery.

Sincerely,

Kyle Renneke, PE
Civil Engineer

ATTACHMENT: STAFF HOUR ESTIMATE

Attachment: Staff Hour Estimate

	ISG								TOTAL ESTIMATED FEE
	Project Manager	Senior Civil Engineer	Civil Engineer	Civil Designer	Land Surveyor	Senior Construction Inspector	Resident Project Representative	Admin	
Task 1: Feasibility Study + Public Meetings									
I.1: Data Collection	2		1	4				1	\$1,200
I.2: Review Existing Street + Utilities	2		2	4					\$1,280
I.3: Preliminary Design	4	1	8	12					\$4,030
I.4: Cost Estimates	1		2	4					\$1,085
I.5: Report Preparation	8	2	2	28				4	\$6,530
I.6: Public Hearing	4							1	\$875
TOTAL TASK HOURS	21	3	15	52				6	\$15,000
Task 2: Design + Bidding Administration									
2.1: Topographic Survey					60				\$10,500
2.2: Preliminary and Final Street + Utility Plans	4	2	30	90					\$18,640
2.3: Plan Review	8	4	12			4			\$5,280
2.4: Specifications	2		12					2	\$2,680
2.5: Permitting				10					\$1,350
2.6: Opinion of Probable Costs	2		2	4					\$1,280
2.7: Contract Bidding Documents	4	1						4	\$1,390
2.8: Respond to Bidder's Questions	4		2					1	\$1,225
2.9: Issue Addenda	2		2	2				1	\$1,105
2.10: Bid Evaluation + Recommendation of Award	4							1	\$875
2.11: Contract Agreement	2							3	\$675
TOTAL TASK HOURS	32	7	60	106	60	4		12	\$45,000
Task 3: Construction Administration + Inspection									
3.1: Field Staking				4	40				\$7,540
3.2: Construction Observation	16	2				40	280		\$45,580
3.3: Final Project Walk Through	3					3	2		\$1,360
3.4: Record Drawings	2		4	24			8	2	\$5,520
TOTAL TASK HOURS	21	2	4	28	40	43	290	2	\$60,000
TOTAL PROJECT HOURS	74	12	79	186	100	47	290	20	800
X RATE	\$195	\$230	\$175	\$135	\$175	\$175	\$125	\$95	
TOTAL	\$14,430	\$2,760	\$13,825	\$25,110	\$17,500	\$8,225	\$36,250	\$1,900	\$120,000

2024 HOURLY RATES

JOB TYPE	HOURLY RATE
Administrative I-IV	\$75–145
Applied Technology Specialist I-Senior	\$105–160
Architect I-Senior	\$125–225
Architectural Designer I-Senior	\$115–175
Business Developer I-Senior	\$145–220
Business Writer I-Senior	\$110–130
Civil Engineer I-Senior	\$140–230
Civil Designer I-Senior	\$110–175
Construction Administrator I-Senior	\$115–175
Development Services Coordinator I-Senior	\$125–190
Drone Specialist I-Senior	\$110–160
Electrical Controls Designer	\$200
Electrical Engineer I-Senior	\$150–235
Electrical Designer I-Senior	\$120–185
Environmental Scientist/Engineer I-Senior	\$120–205
General Counsel	\$350
GIS Specialist I-Senior	\$125–195
Graphic Designer I-Senior	\$105–125
IT Specialist I-Senior	\$125–190
Interior Designer I-Senior	\$125–190
Land Surveyor I-Senior	\$115–200
Land Survey Specialist I-Senior	\$100–145
Landscape Architect I-Senior	\$130–205
Landscape Designer I-Senior	\$110–160
Marketing Consultant/Specialist I-Senior	\$120–190
Mechanical Engineer I-Senior	\$150–235
Mechanical Designer I-Senior	\$120–185
Planner I-Senior	\$125–200
Senior Process Engineer	\$220
Project Coordinator I-IV	\$125–175
Project Manager I-Senior	\$135–225
Refrigeration Engineer I-Senior	\$170–275
Refrigeration Designer I-Senior	\$130–200
Senior Finance Consultant	\$190
Senior Project Executive	\$280

JOB TYPE	HOURLY RATE
Structural Engineer I-Senior	\$145–230
Structural Designer I-Senior	\$115–175
Technical Writer I-Senior	\$145–160
Technology Engineer I-Senior	\$130–210
Technology Designer I-Senior	\$110–200
Telecommunications Engineer I-Senior	\$150–230
Telecommunications Designer I-Senior	\$90–145
Visualization Specialist I-Senior	\$160–210
Videographer	\$145
Water/Wastewater Engineer I-Senior	\$145–230
Water/Wastewater Designer I-Senior	\$115–170
Water/Wastewater Project Manager I-Senior	\$135–225
Water/Wastewater Operator I-IV	\$110–125

EQUIPMENT	HOURLY RATE
Survey Grade GPS/Robotics	\$62
Mapping Grade GPS	\$22
3D Laser Scanner	\$75
Manhole Scanner	\$75
Mobile Scanner*	Varies
R/C Boat + Sounding Equipment	\$58
Surveillance Drone	\$56
Photogrammetry Drone	\$138
Thermal Imaging Drone	\$193
LiDAR Drone*	Varies
All-Terrain Vehicle	\$30
Traffic Counter	\$15
Pipe Crawler* per linear foot	Varies

Mileage reimbursement is at the IRS standard rate.

Outside services are billed at cost plus 10%.

*Project-specific rates—call for pricing

EXPERTISE

Architecture
Engineering
Environmental
Planning

WORK

Commercial
Education
Food + Industrial
Government + Cultural
Healthcare
Mining
Public Works
Residential + Mixed-Use
Sports + Recreation
Telecommunications + Energy
Transportation
Water

ISG

Rogers, AR
Des Moines, IA
Storm Lake, IA
Waterloo, IA
Bloomington, MN
Mankato, MN
Rochester, MN
St. Louis Park, MN
Dakota Dunes, SD
Pierre, SD
Sioux Falls, SD
Brookfield, WI
Green Bay, WI
La Crosse, WI

ISGInc.com

On January 12, 2017, ISG formally announced its transition of firm ownership to a 100% employee stock ownership plan (ESOP). As a multi-disciplinary firm that started 50+ years ago, ISG has since grown to be a Top 500 Design Firm as recognized by Engineering News-Record (ENR), a Zweig Group Hot Firm, and PSMJ Circle of Excellence recipient, illustrating the progressive increase in talent, expertise, and market share.



REQUEST FOR PROPOSALS

Contracted City Engineering Services

FAIRMONT, MINNESOTA | DECEMBER 4, 2024



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

December 4, 2024

City of Fairmont
Matthew York, Director of Public Works and Utilities
100 Downtown Plaza
Fairmont, MN 56031



Building a Better World
for All of Us®

RE: Contracted City Engineering Services

Dear Members of the Selection Committee:

The City of Fairmont is focused on enhancing infrastructure that supports residents' daily lives, addressing immediate needs while planning for long-term growth. As part of this commitment, the City seeks a partner to provide comprehensive city engineering services, offering technical expertise and guidance for projects ranging from routine maintenance to transformative upgrades, such as those identified in your 2040 Comprehensive Plan.

Short Elliott Hendrickson Inc. (SEH®) is well-positioned to fulfill this role. Our team brings extensive experience collaborating with municipalities on projects of similar scale and complexity, delivering innovative solutions tailored to each community's goals. We look forward to helping the City move **"Fairmont Forward"** by bringing your vision to life through thoughtful planning and practical engineering solutions.

The following summarizes what we believe are the key elements of our qualifications and our approach to engineering services.

PRIORITIZING THE CITY. We are committed to serving only the City of Fairmont, avoiding any potential conflicts of interest by not engaging in work with private developers. This dedication underscores our focus on delivering solutions tailored exclusively to the City's needs and priorities. We are here to serve you, first and foremost, and to build a lasting partnership that fosters sustainable growth and success for the community.

OBTAINING STAKEHOLDER INPUT. We know you care about the changes being made in your City, which is why our approach includes engaging stakeholders early on and providing multiple design alternatives for consideration. Your input will be valued and thoughtfully incorporated throughout the process. Our communication approach plans for continuous communication, meaning you will be kept in the loop and your voice will be heard during every phase, from funding and planning to implementation. This collaborative approach guarantees that the final result reflects the community's needs and aligns with the City's goals.

FULL TRANSPARENCY. For any maintenance or improvement project to succeed, transparency is essential. By engaging residents early through public meetings and other forms of outreach, the City, its residents, and SEH stay on the same page throughout the entire process. This open communication fosters trust and helps garner community buy-in, creating a sense of ownership and pride in the projects. When the community is actively involved, the final outcome reflects their values, fostering long-term support and a deeper connection to the improvements made.

We look forward to the opportunity to discuss these services with you further. Please contact Brent at 507.299.5211 or bkavitz@sehinc.com if you have any additional questions or would like additional information.

Respectfully submitted,




BRENT KAVITZ PE (MN)
ASSOCIATE/CITY ENGINEER




ALEC BOYCE
CLIENT SERVICE MANAGER

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 11 Civic Center Plaza, Suite 200, Mankato, MN 56001-7710

507.388.1989 | 877.316.7636 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



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The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

SEH is a registered trademark of Short Elliott Hendrickson Inc.

FAIRM/181935



Interest and Qualifications

SHORT ELLIOTT HENDRICKSON INC. (SEH®)

SEH is an employee-owned engineering, architectural, environmental, and planning company that helps government, industrial, and commercial clients find answers to complex challenges.

Our 900-plus employee-owners share a core purpose: **Building a Better World for All of Us®**. This approach reflects a companywide commitment to improving the quality of life by designing safer, more sustainable infrastructure for government, and helping industrial and commercial clients achieve their business goals.

Headquartered in St. Paul, Minnesota, SEH is serving clients across the nation with projects in nearly every state.



SEH CORPORATE OFFICE

3535 Vadnais Center Drive
St. Paul, MN 55110-3507



SEH LOCAL OFFICE

11 Civic Center Plaza, Suite 200
Mankato, MN 56001-7710



WHAT WE DO

At SEH, we're simplifying the world's complex challenges by improving mobility, designing better places, engineering clean water, and renewing infrastructure. Our services include:

- Airports
- Architecture & Building Design
- Asset Management
- Bridge Design & Inspections
- Civil Engineering
- Construction Services
- Distribution Design
- Drone Video & Photography
- Economic Development and Finance
- Electrical Engineering
- Environmental Services
- Funding Services
- Geographic Information Systems
- Geotechnical Engineering
- Highway Design
- Hotels and Hospitality
- Land Development
- Landscape Architecture
- Mechanical Engineering
- Mining
- Natural Resources Services
- Oil and Gas
- Planning Urban Design
- Railroad Design
- Road and Street Design
- Structural Engineering
- Surveying
- Telecommunications & Site Development
- Traffic Engineering
- Transportation Planning
- Trenchless Technology
- Utility Design
- Visualization Services
- Wastewater Engineering
- Water Engineering
- Water Resources

SHORT ELLIOTT HENDRICKSON INC.

founded in

1927

WE PARTNER WITH CLIENTS



in nearly every
U.S. state and many
Canadian provinces

EMPLOYING



900+

engineers, architects,
planners, scientists, and
talented professionals

WHO WORK TOGETHER TO SERVE

4

market areas: mobility,
better places, clean water,
and renewing infrastructure



AN IMPRESSIVE **80%**



of our clients are
repeat customers

CLIENT PHILOSOPHY

Client satisfaction is the mutual feeling of success after a project, the feeling of accomplishment in meeting project objectives, and the mutual appreciation of the SEH and the City of Fairmont project team. It means understanding that difficulties arise, but the project team has the confidence in each other to resolve them. It's knowing that either party can reach out to the other for casual discussions, brainstorming, and support.

By meeting these objectives, **SEH not only achieves client satisfaction, but also achieves the professional satisfaction of our employees.** This creates tighter bonds, decreases turnover, and supports technical development. This is why client satisfaction is so important to SEH – it is undoubtedly a win-win.

RELATIONSHIPS WITH MUNICIPALITIES

SEH's established Client Service Model focuses on building and sustaining strong relationships with municipalities and their staff. The project manager takes responsibility for fostering connections with your entire team and decision-makers, gaining a deep understanding of your needs and goals, and serving as your trusted advisor. Acting as your advocate, they consistently prioritize your best interests and proactively address any service or project-related issues with prompt and effective solutions.

MUNICIPAL WORK IS WHAT WE DO BEST!

SEH loves our municipal clients. 66% of our work is for municipalities and we have been successfully building and maintaining those relationships for more than 90 years.

WHY SEH?



IDEAS THROUGH COMPLETION. As a multidisciplinary company with professionals at every phase of a project lifecycle, we're capable of moving complex projects from idea through completion. Whether you prefer the traditional design-bid-build method, favor design-build services, or prefer a hybrid approach, we can accommodate your project needs.



PROJECT FUNDING. Our services extend beyond engineering, architecture, and planning. We also help our clients secure funding for their projects. Our community development and project funding services include grant writing, funding research and analysis, grant administration, and prevailing wage compliance.



SUSTAINABILITY. We believe in Building a Better World for All of Us, which means we design and build for the future. Our professionals, which include Envision™ certified and LEED-accredited staff, can help you benefit from best practices in sustainable planning, design, and material selection.



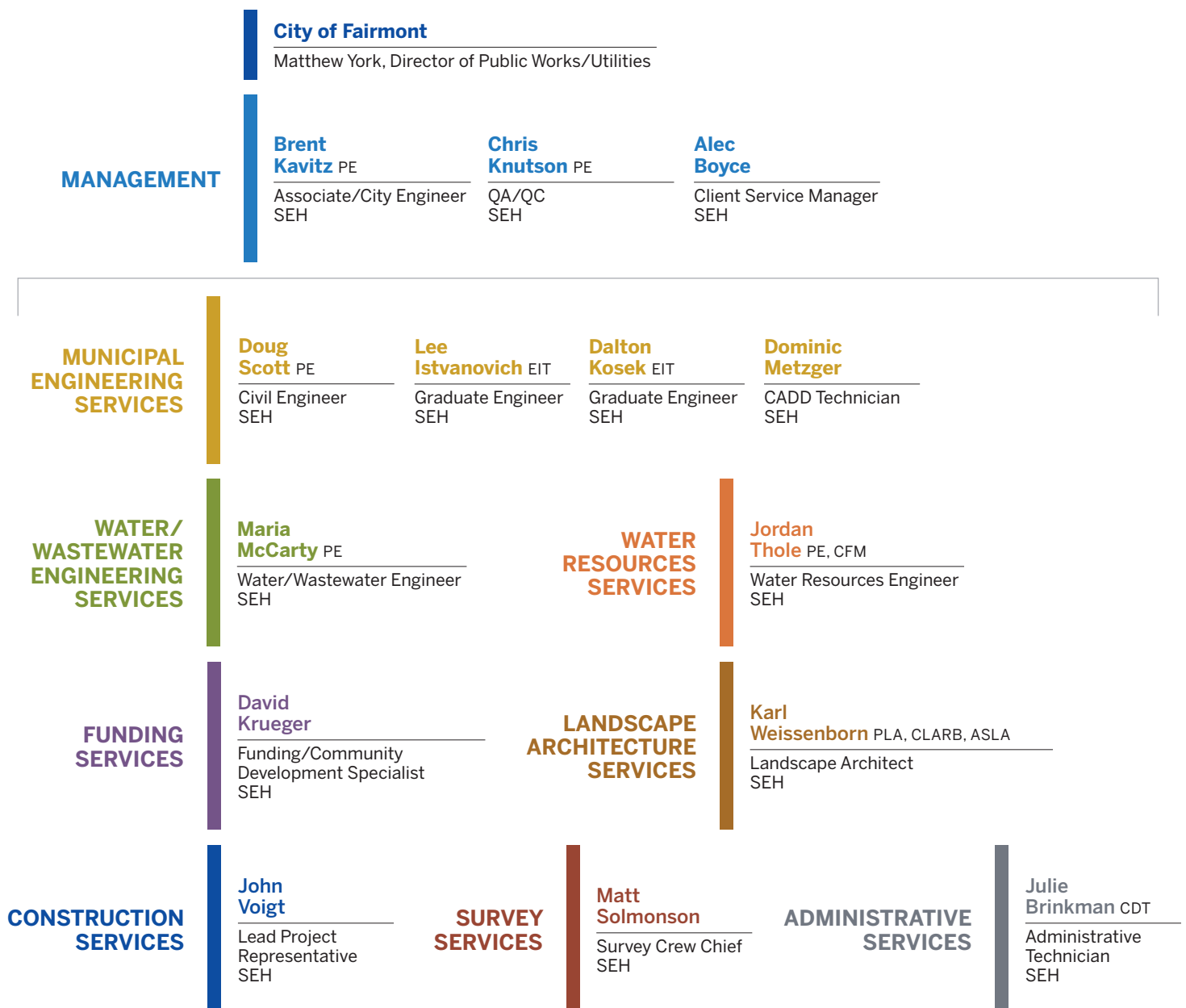
**BRENT POSSESSES
EXTENSIVE KNOWLEDGE IN
SERVICING MUNICIPALITIES
AND LOCAL AGENCIES. HE
EXCELS IN MINIMIZING
IMPACTS AND ACHIEVING
PROJECT GOALS THROUGH
STRATEGIC ORGANIZATION
AND PRIORITIZATION.**



Project Team

The team below, under the direction of Brent Kavitz, will serve as an extension of City staff and provide effective solutions for your engineering needs and challenges. With one point of contact, you will have access to our full-service Mankato team and the support of more than 900 additional engineering professionals throughout SEH. Our team is ready and available to start serving the City of Fairmont.

PROJECT ORGANIZATIONAL CHART



The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

BRENT KAVITZ PE

ASSOCIATE/CITY ENGINEER

Brent is an associate and seasoned senior professional engineer with extensive experience in construction, municipal engineering, and various infrastructure design projects. His expertise encompasses wastewater collection systems, water distribution systems, other municipal infrastructure, and subsurface wastewater treatment systems. Brent is also proficient in trenchless pipeline layout and design, ensuring minimal disruption to existing infrastructure.

Municipal Infrastructure Engineering: Brent has a comprehensive understanding of municipal infrastructure needs, from large-scale projects to individual wastewater treatment system designs. His work ensures compliance with regulatory standards and addresses the unique challenges faced by municipalities.

Leadership and Strategy: Brent excels in organizing and implementing strategies that balance social, economic, and environmental considerations. He is adept at defining key engineering priorities and achieving project goals efficiently.

PROFESSIONAL BACKGROUND

SEH Team: Over 8 years of experience with SEH, contributing to a wide range of municipal and infrastructure projects.

Previous Experience: Prior to SEH, Brent worked with a national contractor and a consulting engineering firm in southern Minnesota. This diverse background has equipped him with a unique perspective on both the design and construction aspects of engineering projects.

Holistic Perspective: Brent's experience with both an engineering firm and a contractor provides a well-rounded understanding of project life cycles, from initial design to final construction. This dual perspective ensures that projects are not only well-designed but also practical and feasible to implement.

Cost-Effective Solutions: His background in construction allows Brent to identify cost-saving opportunities and innovative solutions that can be integrated into the design phase, ultimately benefiting the city's budget and resources.

Regulatory Compliance: Brent's extensive knowledge of regulatory requirements ensures that all projects meet local, state, and federal standards, reducing the risk of non-compliance and associated penalties.

EXPERIENCE

- Alpha Infrastructure Improvement Project PER – Alpha, MN
- 2022 and 2024 Street and Utility Improvements – Morristown, MN
- TH 86 Reconstruction Final Design (MnDOT D7) – Lakefield, MN
- 2023 Street and Utility Improvements – Elysian, MN
- Murray County CSAH 29, SAP 051-629-034 – Hadley, MN
- USDA RD Infrastructure Improvement Project – Lakefield, MN
- Main Street Reconstruction – New Prague, MN



25
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
University of Minnesota-Twin Cities



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN and ND
MPCA: Subsurface Sewage Treatment
Systems-Advanced Designer,
Inspector, and Service Provider



PROFESSIONAL ASSOCIATIONS

Minnesota Onsite
Wastewater Association

City Engineers Association of
Minnesota

Brent's diverse
experience and
strategic approach
make him an ideal
candidate to support
the City of Fairmont's
engineering needs,
delivering projects
that are efficient,
sustainable, and
community-focused.

CHRIS KNUTSON PE

QA/QC

Chris is a senior project engineer delivering design and management services to several municipalities in southern Minnesota. Many of these are street and utility projects providing coordination, assessment services, feasibility reports, public outreach, planning, preliminary and final design, cost estimating, and construction administration. Projects have ranged from local streets to busy urban corridors through residential and commercial areas and have often included State Aid and/or federal funding. He has completed complex designs combining the needs of all road users with an emphasis toward bicycle and pedestrian ADA improvements for sidewalks and trails. As a city engineer, Chris understands the impact of a construction project to the residents and business owners within a community.



17
YEARS OF
EXPERIENCE

EXPERIENCE

- City Engineer – New Prague, MN (2022-Current)
- TH 19 (Main Street) Reconstruction – New Prague, MN
- Wastewater Treatment Pilot Study – Henderson, MN
- Comprehensive Street Planning – Gaylord, MN
- 2008-2024 Street and Utility Improvement Projects – New Prague, MN
- Stormwater Management Plan – Amboy, MN
- 10th Avenue SE RRFB (HSIP) – New Prague, MN
- 2018-2019 Street and Utility Improvements – Brownton, MN
- 2018 Hennepin Avenue N (TH 22) ADA Improvements – Glencoe, MN
- 2020-2021 Street and Utility Improvement Project – Henderson, MN
- 2023-2024 Street and Utility Improvement Project – Henderson, MN
- 2022 Street and Utility Improvement Project – Vernon Center, MN
- TH 99 Turn Lanes – Le Center, MN
- TH 23 at Saratoga Street Pedestrian Bridge and Intersection Improvements – Marshall, MN
- TH 15 Downtown Reconstruction (MnDOT D8) – Hutchinson, MN
- Kern Bridge Trail Design – Mankato, MN
- General Municipal Engineering – Brownton, MN
- 5th St (CSAH 3) Area Improvements – La Sueur County, MN
- Garden Street Reconstruction – New Ulm, MN
- 4th Street Improvements – Pemberton, MN
- Riverfront Park Bank – Mankato, MN
- Comprehensive Stormwater Plan – Henderson, MN
- Trunk Highway 86 Reconstruction (MnDOT D7) – Lakefield, MN



EDUCATION

Bachelor of Science
Civil Engineering
Minnesota State University-Mankato



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in Minnesota

Design of Construction SWPPP,
University of Minnesota



PROFESSIONAL ASSOCIATIONS

American Public Works Association

DOUG SCOTT PE

CIVIL ENGINEER

Doug is a professional engineer with extensive experience on a wide range of municipal projects. The projects he has worked on include street and utility improvements, stormwater and drainage, pavement management, sanitary sewer, and site development. He has worked on the project design for a number of full reconstruction projects. Doug is experienced with AutoCAD Civil 3D, MicroStation, EPA Net, and HydroCAD.

EXPERIENCE

- Trunk Highway 86 Reconstruction (MnDOT D7) – Lakefield, MN
- Garden Street Reconstruction – New Ulm, MN
- TH 19 (Main Street) Reconstruction – New Prague, MN
- Waldorf Infrastructure Improvements – Waldorf, MN
- USDA Rural Development – Vernon Center, MN
- Collection System Master Plan – Mankato, MN
- Capital Improvements Project – Stewartville, MN
- Street and Utility Improvement Project – Elysian, MN
- 4th Street Improvements – Pemberton, MN
- USDA Rural Development – Brownton, MN
- 2022- 2023 Street and Utility Improvement Project – Morristown, MN



10
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
Minnesota State University-Mankato



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN

Design of Construction of Stormwater
Pollution Prevention Plan, University
of Minnesota

LEE ISTVANOVICH EIT

GRADUATE ENGINEER

Lee is a graduate engineer who has provided design support for a wide range of roadway reconstruction projects. This experience includes rural development projects, water and wastewater facilities, trails, parking lots, pavement management, and street and utility improvements.

EXPERIENCE

- Waldorf Infrastructure Improvements – Waldorf, MN
- Fifth Street/CSAH 3 Area Street and Utility Improvements – Le Sueur County, MN
- TH 19 (Main Street) Reconstruction – New Prague, MN
- Street and Utility Improvements – New Prague, MN
- USDA Rural Development – Brownton, MN
- Street and Utility Improvements – Vernon Center, MN
- Storm Sewer Feasibility Study – Glencoe, MN
- 4th Street Improvements – Pemberton, MN
- Street and Utility Improvements – Morristown, MN
- General City Engineering – Olivia, MN



9
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
University of North Dakota-
Grand Forks



REGISTRATIONS/CERTIFICATIONS

Engineer-in-Training in MN

DALTON KOSEK EIT

GRADUATE ENGINEER

Dalton is a graduate civil engineer with experience on a variety of projects. He has strong written and verbal communication skills for preparing reports, presenting findings, and collaborating with team members and stakeholders. He has experience conducting site inspections, surveys, and field tests to gather data and confirm project specifications are met. He is proficient in Autodesk Civil 3D, AutoCAD Inventor, Microsoft Word, Microsoft Excel, and total station theodolites.

EXPERIENCE

- TH 19 (Main Street) Construction – New Prague, MN
- Waldorf Infrastructure Improvements – Waldorf, MN
- Street and Utility Improvements – New Prague, MN
- Lakefield Industrial Park – Lakefield, MN
- Street and Utility Improvements – Morristown, MN
- 2023 Pavement Management – Glencoe, MN
- Street and Utility Improvements – Henderson, MN
- Annual Mill and Overlay – Hamburg, MN
- Street and Utility Improvements – Morristown, MN



4
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil and Environmental Engineering
South Dakota State
University-Brookings



REGISTRATIONS/CERTIFICATIONS

Engineer-in-Training in MN

MnDOT: ADA Construction

DOMINIC METZGER

CADD TECHNICIAN

Dominic is a civil engineering technician experienced in topographic surveying with Trimble R8 RTK and TOPCON GTS-235W. Dominic is proficient with Microsoft Office, AutoCAD, and ArcGIS.

EXPERIENCE

- Alpha Infrastructure Improvements – Alpha, MN
- General City Engineering – Lakefield, MN
- Street and Utility Improvements – Morristown, MN
- Annual Pavement Improvements – Lakefield, MN
- Annual Street Improvements – Gaylord, MN
- Annual Street and Utility Improvements – Henderson, MN



5
YEARS OF
EXPERIENCE



EDUCATION

Associate of Science
Civil Engineering Technology
South Central College-Mankato, MN

MARIA MCCARTY PE

WATER/WASTEWATER ENGINEER

Maria is a professional engineer with varied experience in municipal, water and wastewater engineering. Her past work experience includes feasibility studies, design construction inspection and cost estimating. Maria has worked on multiple rural development funded projects with complex funding sources. As a project engineer, Maria has supported project managers through implementing project schedules and coordinating design.

EXPERIENCE

- Water and Wastewater Facility Upgrades – Alpha, MN
- General Engineering Services – Jackson, MN
- Wastewater Treatment Plant Flood Protection – Austin, MN
- Annual Engineering Services – Lakefield, MN
- Water Treatment Plant Rehabilitation – Jackson, MN
- Annual Wastewater Treatment Plant Improvements – Boone, MN
- Water Treatment Facility Upgrades – Vernon Center, MN
- Miscellaneous Engineering Services – Deer River, MN
- Annual Mill and Overlay – Hamburg, MN



10
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
Minnesota State University-Mankato



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN

JORDAN THOLE PE, CFM

WATER RESOURCES ENGINEER

Jordan is a project engineer with experience in municipal and industrial wastewater and water resource projects. He has developed numerous storm water management plans, sanitary comprehensive plans, and flood protection studies. As a former Wisconsin Department of Natural Resources (WDNR) floodplain and dam safety engineer, Jordan has experience coordinating with the Federal Energy Regulatory Commission to inspect and regulate hydroelectric dams. He was also a technical resource for zoning administrators for Federal Emergency Management Administration's (FEMA) letter of map change process, reviewed owner responsible dam inspections issuing concurrence letters based on findings, and assisted and lead NR 31.19, WDNR required inspections of high hazard dams. Jordan is proficient in AutoCAD Civil 3D, Excel, ArcGIS, HydroCAD, Flowmaster, SewerCad, WaterCad, StormCad, HEC-HMS, HEC-RAS, SRH-2D, SSA, InfoSWMM, and XPSWMM.

EXPERIENCE

- Stormwater Resiliency Study – Austin, MN
- Eden Ave and Wilson Road Roundabout – Edina, MN
- Water Treatment Plant Upgrades – Faribault, MN
- Annual Street Improvements – Apple Valley, MN
- Street Improvements – Blaine, MN



12
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Environmental Engineering
University of Wisconsin-Platteville



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN, IA, WI,
MT, NM, OR, SD, CO, ID, AZ, NV, MI,
TX, and IN

KARL WEISSENBORN PLA, CLARB, ASLA

LANDSCAPE ARCHITECT

Karl is a senior landscape architect, manager of professional staff and project manager with wide-ranging experience in both public and private practice, leading interdisciplinary professionals to successfully deliver complex projects. He is proficient at developing difficult and fiscally constrained projects, from preliminary planning stages through detailed final design. Karl is skilled with stakeholder facilitation and consensus building, as well as environmental documentation and mitigation strategies.

EXPERIENCE

- Main Street Final Design – New Prague, MN
- TH 246 and Jefferson Parkway – Northfield, MN
- Downtown Mobility and Parking Study – White Bear Lake, MN
- Central Plaza – New Prague, MN
- Downtown Study – Cambridge, MN
- Mississippi Gorge Regional Park Master Plan and Implementation (Minneapolis Park and Recreation Board) – Minneapolis, MN
- North Creek Greenway Trail – Apple Valley, MN
- Riverwalk West Gateway Park – Northfield, MN
- Cypress Drive Improvements – Baxter, MN



35
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Landscape Architecture
University of Minnesota-Twin Cities



REGISTRATIONS/CERTIFICATIONS

Landscape Architect in ND, IA, KS, MI, MN, and SD

Landscape Architect, Council of
Landscape Architectural Registration
Boards

DAVID KRUEGER

FUNDING/COMMUNITY DEVELOPMENT SPECIALIST

David is a community development specialist who has led a variety of long-range strategic planning efforts in the public and private sectors. He has worked directly with grant and loan initiatives to coordinate economic development and promote affordable housing options. David is experienced in leading areas of economic development, city administration, banking and consulting. He effectively advises clients, assists with grants, finances and plans for infrastructure, and determines future capital needs for communities.

David has experience funding projects of all types including water, sewer, infrastructure, community centers, fire halls, and airports as well as connecting municipal services and city infrastructure for private development projects. A significant portion of these projects is financed through United States Department of Agriculture-Rural Development (USDA-RD) funding, along with municipal bonds. He also helps cities apply for State of Minnesota bond appropriations and coordinates lobbying efforts pertaining to bonding and other program areas for funding.

Additionally, David works with communities on strategic economic plans, comprehensive land use plans, economic development plans, incentive packaging as well as work with local, state, and federal business incentive programs.



22
YEARS OF
EXPERIENCE



EDUCATION

Master of Public Administration
University of South Dakota-Vermillion

Bachelor of Arts
Sociology and Political Science
Southwest Minnesota State
University-Marshall



PROFESSIONAL ASSOCIATIONS

Southern Minnesota Initiative
Foundation (SMIF)

Minnesota Association of County
Economic Developer

Minnesota Municipal Power Agency
(MMPA), Member

JOHN VOIGT

LEAD PROJECT REPRESENTATIVE

John is a resident project representative (RPR) with extensive experience observing projects to ensure compliance with specifications and plans. John has also run his own crew to perform underground piping and grading and has coordinated with suppliers, testing firms, inspection personnel, and clients. He is proficient in AutoCAD and has designed plans and staked numerous projects.

EXPERIENCE

- TH 19 (Main Street) Construction – New Prague, MN
- Street and Utility Improvements –Morristown, MN
- Street and Utility Improvements – New Prague, MN
- Wastewater Treatment Plant Construction Services – Lakefield, MN
- Street and Utility Improvements – Henderson, MN
- Street and Utility Improvements – Vernon Center, MN



29
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Construction Management
Minnesota State University-Mankato



REGISTRATIONS/CERTIFICATIONS

MnDOT: Aggregate Production, Bituminous Plant Level I, Bituminous Street Level I and II, Concrete Field Level I and II, Grading and Base Level I and II, Design of Construction SWPPP, Construction Site Management, Signal and Lighting, Concrete Plant, ADA Construction

MATT SOLMONSON

SURVEY CREW CHIEF

Matt is a survey crew chief/technician with vast experience on a wide variety of surveying projects, including civil/site, parking lots, and multi-use trail projects. He manages the field crew operations for construction layout by preparing necessary information for the successful completion of various projects including topography and preliminary surveys, right-of-way, and construction staking. Matt works closely with civil engineers and clients to determine how the land can be made suitable for roads and heavy traffic. Matt conducts American Land Title Association (ALTA) and boundary surveys, and is proficient with GPS Robotic Total Station.



29
YEARS OF
EXPERIENCE

EXPERIENCE

- TH 19 (Main Street) Construction – New Prague, MN
- Garden Street Reconstruction – New Ulm, MN
- Street and Utility Improvements –Morristown, MN
- 4th Street Improvements – Pemberton, MN
- Annual Pavement Improvements – Lakefield, MN
- General City Engineering – Olivia, MN
- Annual Street and Utility Improvements – Henderson, MN

Firm Abilities



CITY ENGINEERING SERVICES

The primary focus of SEH's services has been, and continues to be, municipal clients like the City of Fairmont. We have provided the full spectrum of services to municipalities since our beginning in 1927. **The most common service we provide is serving as city engineers and as an extension of city staffs.**

SEH can provide the full range of tasks outlined in your Request for Proposals. The general municipal engineering services and expertise we bring to Fairmont include:

- Capital improvements planning
- Grant and loan funding applications
- Preliminary and final design
- Construction administration
- Assessments
- Numerous other supporting and specialty technical services to help with your infrastructure and community needs



ADVOCACY AND COMPREHENSIVE MANAGEMENT

Our commitment as your city engineer is to be an advocate for the City and provide comprehensive management. Brent Kavitz and his team will always put the interests of the City of Fairmont first. As senior advisor and Mankato office manager, Brent understands the level of service that you expect and instills those values with his municipal team.



GENERAL ENGINEERING SERVICES

PROACTIVE PLANNING

Infrastructure improvements are a significant capital investment for the community. Comprehensive planning for infrastructure is important to make sure improvements meet the following criteria:

- Consider future community needs
- Provide properly sized infrastructure
- Use existing infrastructure wherever practical and replace it where necessary



It will be important to complete comprehensive utility planning before the City continues with a street reconstruction program, or before additional development takes place on the fringes of the City. We will review any existing comprehensive utility plans/reports to verify the plans and to prevent duplication of efforts (at no cost).

CAPITAL IMPROVEMENT PLAN

The city engineer is an important player in preparing a Capital Improvement Plan (CIP). **Brent has experience in developing formal CIPs for various communities.** Not only does a CIP provide for financial planning and opportunities, but it also helps set community priorities and provides a great public relations tool for informing residents of future projects affecting them and their neighborhoods. Planning and public relations programs allow residents to visit the City's website to see what projects are planned for their neighborhoods years in advance.

INFRASTRUCTURE MANAGEMENT

Maintaining infrastructure investments is important to the economic and social health of the community.

There are a number of low-tech and high-tech systems to manage public infrastructure. For the City of Fairmont, as with most similar sized cities, our recommendation would be to start out practical with a basic street inventory, data collection and condition rating system.



We will review any street and utility information and data that may already exist and recommend any further course of action. This low-tech approach consists of collecting field data:

- Street width
- Curb type
- Age of street
- General condition of the street
- Available underground utility information

This data will assist in prioritizing improvements and estimating costs and assumed future funding for the CIP. It also provides a graphical rating map of the streets and their conditions. This process can also work well for prioritizing sanitary sewer main, water main and stormwater improvements.

POLICIES AND PROCEDURES

As times change, so do the needs and priorities of the community, as well as those of the regulatory agencies. **SEH can assist the City of Fairmont to identify those policies and ordinances that will address new needs and priorities in the community into the future.**

Understanding the purpose of user fees is important to the health and sustainability of the sanitary, water and storm infrastructure enterprise funds. Brent Kavitz's experience in local government during the budget cuts of the mid 2000's required him and his department to stand back and

reevaluate their city services, permit and user fees, and to determine where fees needed to be adjusted to more equitably represent the City's true costs. Those changes resulted in increased revenue for the City. We will bring that understanding to your policy decisions.

DEVELOPMENT REVIEWS

It is important to remember that a community like Fairmont has much to offer, and with the exception of some sort of unique economic development project, the City does not need to cater to nor subsidize development. Development activity should not cost the City or your taxpayers.

Costs for dealing with developers and engineering development reviews and/or city attorney legal services should be "pass through costs" paid by the developer. As a civil engineer in various communities in southern Minnesota, Brent Kavitz was deeply involved in overseeing a high volume of residential and commercial developments. His responsibilities began with initial developer contact, through reviews, negotiations, preparing and executing developer agreements, approving plans, permits and administering construction work, and enforcing non-compliance issues. We will apply this experience and look out for the City's interests.

CURRENT AND FUTURE CITY MAPS

We will work with the City to better understand the mapping work that has been completed and the

opportunities to maximize efficiency. We can work with and utilize whatever systems (GIS/AutoCAD) are currently in place. This means we can use any electronic mapping records that have been developed for the City, with no cost to convert these records if that is required.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

At SEH, our GIS team leverages proven and cutting-edge technology to deliver industry-leading solutions.

Our engineers, planners, scientists, and architects use GIS on a daily basis to deliver precise, accessible and actionable information to our clients.

If desired, SEH has the ability to provide comprehensive GIS services to the City, including:

- Database design and management
- GIS design, planning and implementation
- GPS inventory and assessment
- Support for ArcGIS Pro, Desktop, 3D Analyst, Aviation Airports, Business Analyst Pro, Image Analyst, Network Analyst, and ArcGIS
- Transportation and utility network modeling

CITY PARKS, TRAILS, AND RECREATION

The SEH urban design group has extensive experience in planning and developing natural and formal parks, along with trail systems to serve those parks. In addition, Brent Kavitz and Chris Knutson have worked with various park improvements in city parks and on school properties. This type of work often involves the assistance of other disciplines, such as engineering, surveying, planning and natural resources staff, as well as working with key city staff and committee members (more information available upon request).

FUNDING SOLUTIONS

SEH employs a team of experienced funding community development experts who understand the importance of affordable financing for municipal infrastructure projects.

David Krueger has local ties and is part of our in-house funding and economic development group. This group has secured millions of dollars from local, state and federal funding programs for a wide variety of municipal and private projects.

SEH was one of the first engineering firms to provide funding services for clients by employing a full-time professional funding staff. We have been providing these services to our clients for more than 23 years. We work very closely with our clients and pride ourselves in complementing their existing staff.

Most funders have very specific guidelines and programs which require creative and innovative funding experts in order to be successful. We are also well-versed in managing the bureaucracy associated with receiving grant funds.

This includes:

- Pay requests
- Job reporting
- American iron and steel requirements
- Build America, Buy America Act (BABA) requirements
- Prevailing wages
- Final close-out reports

Most importantly, we work with you to help find the “right size fit” for your community’s needs. We will often work with your financial advisor, committees, and council to find that fit. In many cases we may stack multiple funding and grant options to make it work for your community.

IT IS VERY IMPORTANT TO FIND THE MOST VALUE AND COST-EFFECTIVE MEANS OF FUNDING PROJECTS THAT THE CITY NEEDS, NOW AND INTO THE FUTURE, IN ORDER TO KEEP YOUR COMMUNITY VITAL AND ECONOMICALLY VIABLE.

We will provide guidance and alternative solutions. The role of the technical advisor is to provide decision makers with precise and adequate information in order to make informed decisions. This is another example of how SEH’s network of internal resources is a benefit. With our resources, there is virtually no technical question or experience that cannot be answered. We pride ourselves on innovation and finding alternative solutions as appropriate.



SEH funding team members are dedicated to finding financial solutions that advance your planned improvements.



MUNICIPAL STATE AID STREET PROGRAM

As a municipality with a population greater than 5,000, The City of Fairmont annually receives funding from the state of Minnesota to address maintenance and construction needs for a portion of its city street system. This is managed through MnDOT under the Municipal State Aid Street (MSAS) Program.

With nearly 20 miles of streets allocated to the MSAS and \$860k in current annual funding, it is critical that the City regularly evaluates its street system to ensure the City is leveraging this funding to address its current and future infrastructure needs. As City Engineer, SEH would review the current MSAS system and identify potential updates or changes to maximize efficiency. This information would also be integrated into the City’s Capital Improvement Program such that expected funding would match the schedule for improvements. Additional regular services relating to the MSAS program including certification of mileage, system revisions, needs evaluations, attendance at screening board meetings, and communication with MnDOT State Aid would also be provided on an annual basis.



DESIGN AND BIDDING SERVICES

PUBLIC INVOLVEMENT

Brent Kavitz understands that, for many residents, a general engineering services project may be a once-in-a-lifetime experience and an inconvenience to their daily lives. One of the hallmarks of SEH's approach is to minimize the impacts of a project upon your residents.

We will launch an effective public involvement/information program that uses multiple methods to communicate information, timelines and options:

- Neighborhood meetings
- E-mails
- Newsletters
- Website updates

We will be responsible for neighborhood meetings related to potential projects. Our team has extensive experience conducting neighborhood meetings. **Our team also has extensive experience with the Minnesota Statute 429 public improvement process from beginning to end, including preparation of resolutions, agenda reports, and assessment rolls.** This takes the tasks from City staff and coordinates them from start to finish.

DESIGN

Engineering design is a prototype business, not mass production. The key to any successful project is having the right people on the team and having easy access to the specialty resources to effectively move the project along.

SEH has numerous examples of how this approach has resulted in successful projects:

- Calling on in-house environmental staff to protect the City from potential costly contaminated soils issues
- Consulting with an in-house geotechnical engineer to advise on poor soil conditions
- Calling an environmental technician to complete an asbestos evaluation on an emergency building demolition
- Having our in-house railroad engineer advise our team on how to effectively maneuver the bureaucracy of the Union Pacific Railroad and DM&E Railroad and with little effort, obtain the necessary easements in a timely manner

- Consulting with SEH's airport team, which boasts many knowledgeable former pilots, brings the expertise of professionals who have successfully contributed to over 120 aviation projects nationwide, including municipal

BIDDING

SEH handles all aspects of the public bidding process, from preparing and distributing advertisements to tracking bids. Projects are advertised locally and on the SEH website, linked to a regional bidding service. This approach ensures broader outreach, competitive bids, and a more efficient, cost-effective process for the City and bidders.

PROJECT MANAGEMENT/ CONSTRUCTION SERVICES

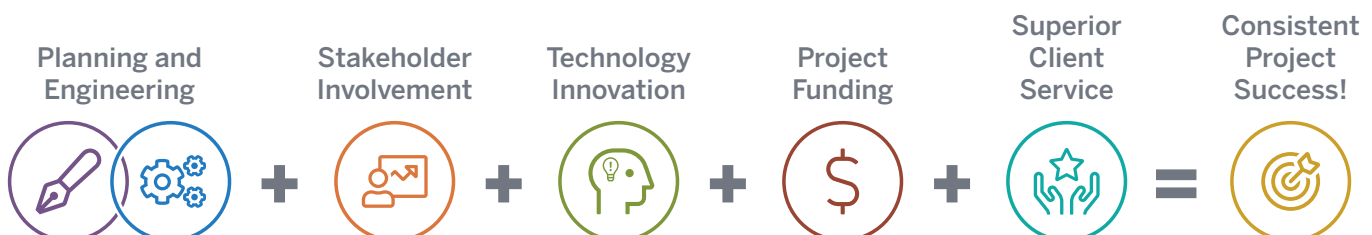
Construction projects are administered by both the project manager and lead project representative (LPR). They are supported by additional staff including experienced office personnel and surveyors. Our project management/construction services are set up to maintain communication between the contractor, City staff, residents and utilities.

We maintain records of work completed and administer pay requests. Upon completion of the project, we provide the City with electronic (PDF) and hard copy record drawings (asbuilts) for your records; we also update the City utility maps.

SEH's construction services consist of on-site observation and surveying for a wide variety of engineering projects. This firsthand involvement is the best way to help ensure that the quality designed and specified will actually be installed by the contractor. We have found that a positive working relationship with City staff, contractors, developers and project stakeholders helps to create a quality project, one where everyone involved has pride of ownership.

REPORTS AND TECHNICAL CORRESPONDENCE

We will prepare the appropriate reports and technical correspondence as necessary for any given project, as well as maintain a library of the project files in accordance with public record retention requirements.



Subconsultants

While most of the work will be conducted utilizing in-house SEH personnel, to bring the highest quality and most cost-efficient solutions, there will be instances where we use subconsultants. When we do, it's often because they bring a high level of specialty expertise for the best value or have experience working in a specific geography.

We understand that the City may have preferred subconsultants they've worked with in the past or wish to explore, and to accommodate these preferences, we will collaborate closely with the City to identify and select subconsultants. Additionally, we are open to prioritizing local firms to fill any gaps, aligning with the City's goals and contributing to the local economy.

We are also committed to promoting DBE/MBE/WBE opportunities wherever possible. These options will be thoroughly explored during the subconsultant selection process to meet both project requirements and community objectives.



**WE WILL PARTNER
WITH THE CITY TO
SELECT THE RIGHT
SUBCONSULTANTS,
IF NEEDED — LOCAL,
EXPERIENCED,
AND COMMITTED
TO DIVERSITY.**

Fee Schedule

This section outlines the proposed fee structure for the team members assigned to your projects, including a detailed breakdown by staff position. The rate table shown below includes the billing rates of those SEH employee professionals most likely to serve the City of Fairmont in the near future. These rates are guaranteed through June 30, 2025. Note, a 3% annual increase is anticipated, and rates may be negotiated based on changes in market conditions.

SEH HOURLY BILLABLE RATES – 2024-2025

TEAM MEMBER/ROLE	BILLABLE RATE ⁽¹⁾
Brent Kavitz, PE – City Engineer	\$226
Chris Knutson, PE – QA/QC	\$206
David Krueger – Funding/Community Development Specialist	\$200
Doug Scott, PE – Civil Engineer	\$172
Lee Istvanovich – Graduate Engineer	\$150
Dalton Kosek – Graduate Engineer	\$130
Dominic Metzger – CADD Technician	\$112
Julie Brinkman, CDT – Administrative Technician	\$127
Maria McCarty, PE – Water/Wastewater Engineer	\$179
Jordan Thole, PE, CFM – Water Resources Engineer	\$234
John Voigt – Lead Project Representative	\$165
Karl Weissenborn, PLA, CLARB, ASLA – Landscape Architect	\$211
Matt Solmonson – Survey Crew Chief	\$148

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project. The rates shown are subject to change.

Effective: July 1, 2024

Expires: June 30, 2025

SEH SCHEDULE OF EXPENSES – 2024

VEHICLE MILEAGE RATES

2024 IRS Rate \$0.67/mile

VEHICLE ALLOWANCE COSTS

Resident Project Representative \$16.00/day

Survey and Field Vehicle \$4.90/hour + \$0.67/mile

SURVEY EQUIPMENT

Robotic Total Station \$35.00/hour

Global Positioning System (GPS) \$35.00/hour

COMPUTER EQUIPMENT

Computer Charges per Direct Hour of Labor \$5.55/hour

OTHER EQUIPMENT EXPENSES

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH. Equipment not included on this list that is needed to complete a specific project will be scoped on a per project basis.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ⁽¹⁾

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy (single sided, standard white paper)	\$0.07	\$0.24	\$0.95 + \$0.50/sq. ft.	-
Color Copy (single sided, standard white paper)	\$0.46	\$1.02	\$0.95 + \$2.55/sq. ft.	-
Mylar	-	-	\$5.00	-
Laminated Foamcore				
- up to 30"x42"	-	-	\$40.00	-
- larger than 40"x60"	-	-	\$75.00	-
Binding				
- wire	-	-	-	\$3.60
- comb	-	-	-	\$3.20
Covers				
- custom	-	-	-	\$0.15
- standard	-	-	-	\$0.03
Tabs (white)	-	-	-	\$0.20
Mailing/Processing	-	-	-	UPS or USPS rates

(1) SEH assumes that reports will be prepared and delivered electronically. On the occasion where reports or other reprographic services are needed, these reports and reprographic services will be scoped and costed on a per project basis determined by the need of the project and specific service requested.

Rates and expenses are subject to change and may not be accompanied by immediate notification.



Workload/Availability

CURRENT AND PROJECTED WORKLOAD

The Mankato office currently manages between \$2.5M and \$3.0M in engineering services fees per year, with an expected increase of \$0.5M per year. Our projected three-year outlook is approximately \$9M, leaving capacity for an additional \$3M worth of work. **This provides the resources and flexibility to take on new projects and meet the City's needs effectively.**

ABILITY TO MEET SCHEDULES AND RESPONSE TIMES

Our firm is committed to maintaining a high level of responsiveness and efficiency. **We guarantee a two-business day response time to emails and calls from City staff.** This commitment is supported by our robust internal communication systems and dedicated project management team, ensuring that all inquiries and issues are addressed promptly.

DEVELOPMENT PLAN REVIEWS

We understand the importance of timely development plan reviews. Our team is structured to complete these reviews within two weeks, leveraging our experienced staff and streamlined processes. This allows us to provide thorough and accurate reviews without compromising on quality or deadlines.

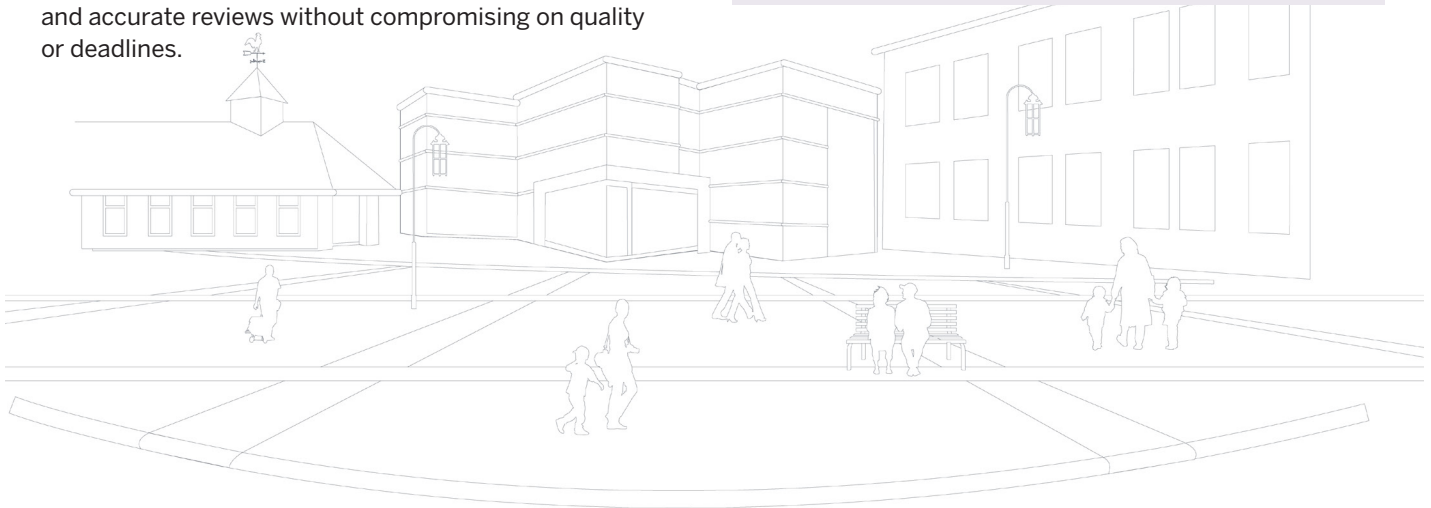


DESIGNATED CITY ENGINEER: BRENT KAVITZ, PE

Brent Kavitz will be designated as the City Engineer for Fairmont. **With the recent completion of several large projects, Brent's current workload has lightened, enabling him to devote more time and attention to Fairmont's needs.** Brent is currently serving the following communities:

- City of Alpha: Upcoming project in 2025 and 2026
- City of Lakefield: Projects planned every other year for the next 10 years
- City of Waldorf: Small rural development project when funding is available
- City of Morristown: Smaller reconstruction project in 2026 or 2027
- City of Elysian: Smaller projects for the next three years

Brent has also recently completed projects with MnDOT District 7 in Lakefield, Murray County in Hadley, and Jackson County. His extensive experience and current availability make him well-suited to meet the demands of the City of Fairmont.





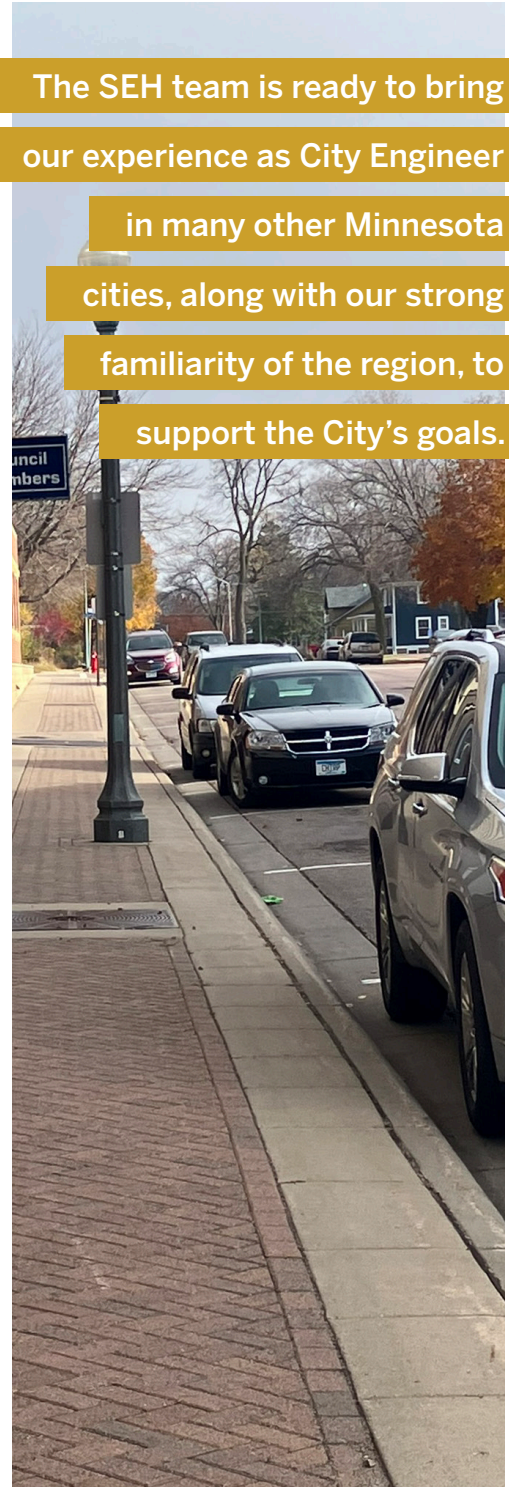
CITY OF FAIRMONT

The team brings some familiarity with Fairmont through a long-standing relationship with surrounding communities such as Alpha, Jackson, and Lakefield, allowing us to develop an understanding of the unique needs and dynamics of these areas. This deep-rooted connection enables us to tailor our services and solutions effectively, ensuring we meet the specific requirements and expectations of the residents and businesses in these communities. While our direct experience in Fairmont is limited, we have extensive experience working in communities of similar size and scope, particularly with projects such as New Prague TH 19/Main Street Improvement Project, New Ulm Garden Street Reconstruction, and various projects within the City of Cambridge.

MARTIN COUNTY

Additionally, our SEH team has completed work for MnDOT District 7's Trunk Highway 4 Construction Monitoring (Environmental) and City of Trimont's USDA Rural Development Preliminary Engineering Report in Martin County, further solidifying our regional familiarity. Alec's background as the former Executive Director of the Martin County Housing Redevelopment Authority has provided him with valuable experience in funding and community development projects in the area, enhancing our understanding of the region's unique challenges and opportunities. This combination of local insight and project experience positions us well to support the City's goals.

The SEH team is ready to bring
our experience as City Engineer
in many other Minnesota
cities, along with our strong
familiarity of the region, to
support the City's goals.



City Correspondence

COMMUNICATION PLAN

Communication is a major component of success. You look to your city engineer for more than just advice on a given project. You need that person to keep you prepared so that you can make timely, informed decisions and discuss issues with your residents and other stakeholders.

The success of this plan is the single point of contact, Brent Kavitz. **Brent has an intimate understanding of the varied needs of municipal clients, and he knows SEH's internal resources so that he can assemble the resources you need in a responsive manner.**

Once selected, we will meet with you to refine the specifics of a formal communication and meeting plan. This plan gives us the type and frequency of communications that will be the most effective for both the City of Fairmont and SEH. Staying abreast of City issues is vital to providing successful service. Therefore, Brent will be available to attend various city meetings, many at no cost.

OUR APPROACH TO EVERY PROJECT IS GROUNDED IN MAINTAINING CLEAR AND CONSISTENT COMMUNICATION THROUGHOUT EACH PHASE OF THE PROCESS, ENSURING THAT ALL STAKEHOLDERS ARE INFORMED AND ENGAGED FROM START TO FINISH.

FORMAL COMMUNICATION PLAN

Staff meetings. We are available to attend your regular staff meetings, at your request. These meetings often provide us with an operational level understanding of the issues the City faces.

Council meetings. We will be available to attend Council meetings that are unrelated to a specific project at no cost and will make ourselves available to provide updates and to answer questions. This is also part of our basic service agreement.

Economic Development Authority meetings. We will be available to attend Economic Development Authority meetings, at your request.

Planning Commission meetings. We will be available to attend Planning Commission meetings as requested. It is assumed that attendance for developer projects will be billed to the City with costs reimbursed to the City by the developer. For non-developer related needs, any attendance for City-related planning discussions or presentations to assist the City will be no cost (e.g., new or revised ordinance discussions, new planning policies).

Answers to your questions. Our team will respond to requests from the City – be they via formal or informal means – as soon as we receive them. Depending on the complexity of the questions, we will provide answers within 48 hours.



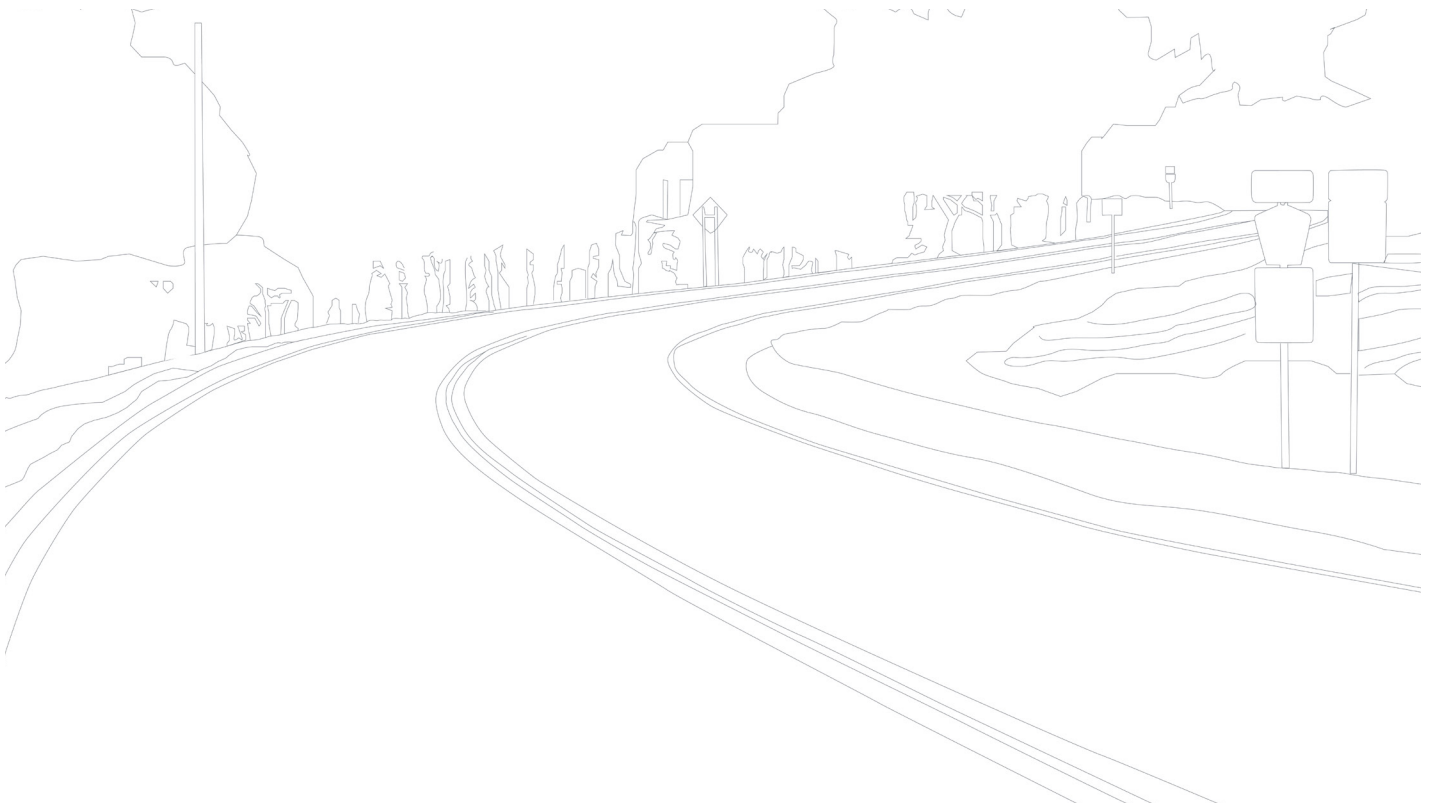
COLLABORATION | COMMUNICATION | COORDINATION



Firm Ethics

Our firm is committed to serving the City's best interests by upholding a strict code of ethics and transparency in all aspects of our work. **We prioritize identifying and addressing any potential conflicts of interest, promptly raising them to the client's attention to maintain full transparency.** We operate with the clear understanding that our primary obligation is to serve the City first, making every decision and recommendation solely with the City's needs in mind.

Additionally, SEH certifies, to the best of its knowledge and belief, that neither SEH and/or any of its principals or employees have a personal or corporate conflict with the City of Fairmont, nor is SEH or any employee of SEH presently declared ineligible for the award of contracts by any organizations or agencies, or for violations of public contracts incorporating labor standards provisions.



Project Experience

SEH EXPERIENCE WITH SIMILAR WORK

We have partnered City clients on similar city engineering contracts many times. We understand your need to provide quality services in a fiscally responsible manner. The following projects include some of our recent and relevant experience.

TRUNK HIGHWAY 86 RECONSTRUCTION

LAKEFIELD, MN



The City of Lakefield, nestled in the heart of Minnesota, was poised for transformation. MnDOT District 7, in collaboration with SEH, embarked on a visionary endeavor to enhance Trunk Highway 86, spanning from 9th Avenue South to 480 feet north of Funk Avenue. This vital 1.2-mile corridor not only improved connectivity but also elevated safety and accessibility for the community.

The project entailed a comprehensive reconstruction of Trunk Highway 86, breathing new life into its pavement and curb and gutter. Outdated utilities - sanitary systems, water mains, and storm sewer - were replaced, ensuring reliability and efficiency. In alignment with ADA standards, new sidewalks enhanced pedestrian connectivity. Thoughtful adjustments optimized traffic flow and safety, while additional lighting illuminated the path and improved security.

PROJECT OVERSIGHT EXPERTISE

Our collaboration with MnDOT and the City of Lakefield showcased expertise in project management and budget monitoring. City-owned utilities were designed simultaneously for a USDA Rural Development Project and the TH 86 Reconstruction Project for MnDOT. Success was achieved through comprehensive design skills, effective stakeholder collaboration, and the application of Integrated Project Delivery (IPD) methodologies. Budget monitoring tools, regular financial reporting, variance analysis, and proactive risk management were utilized to maintain the project's trajectory. Meticulous contract management and clear communication contributed to completing the projects on time and within budget.



CLIENT

Minnesota Department of
Transportation District 7



FEE

\$607K



YEAR COMPLETED

2022



CITY ENGINEER

Brent Kavitz

MAIN STREET FINAL DESIGN

NEW PRAGUE, MN



As New Prague's designated city engineer, SEH provided planning, design, and construction administration services to reconstruct 100-year-old underground utilities along the 0.95 mile roadway, including curb and gutter, sidewalks, landscaping, and street lighting. Full reconstruction provided the opportunity to modernize and improve pedestrian safety and ADA accessibility throughout the corridor with wider sidewalks, curb bump-outs, and flatter slopes. Intersection improvements incorporated two mini roundabouts to improve access and control traffic at major side streets.

✓ PROJECT OVERSIGHT EXPERTISE

The project required extensive planning and collaboration among all stakeholders, including MnDOT, SEH, and the City, to ensure the design met the needs of commuters, businesses, and residents. SEH employed a collaborative approach through Integrated Project Delivery (IPD) methods, along with effective budget tracking tools, consistent financial updates, and proactive risk management to ensure the project stayed on schedule and within budget. The team's meticulous contract management and transparent communication ensured the project was completed on time and within budget, with funding from MnDOT, the City, Scott and Le Sueur Counties, and a Federal ATP-7 STP Grant. High-quality conceptual renderings of pedestrian and traffic movements were presented in real-time, contributing to the project's success.



CLIENT

City of New Prague



FEE

\$162K



YEAR COMPLETED

2020



CITY ENGINEER

Chris Knutson

USDA RURAL DEVELOPMENT INFRASTRUCTURE IMPROVEMENT PROJECT

WALDORF, MN



The City of Waldorf, in collaboration with SEH, recently completed a comprehensive reconstruction project that revitalized streets, highways, and roads throughout the city. This ambitious endeavor, which spanned several years of meticulous planning, touched every corner of Waldorf. Over a span of three years, the project encompassed all streets, County Highways, and County Roads within the City, with the exception of approximately five City streets. SEH worked closely with the County's Engineering Consultant to ensure seamless integration of both City and County plans, incorporating them into a unified bid package to streamline efficiency. The project included replacing aging sanitary sewer systems to enhance reliability and environmental sustainability, establishing a robust water main network to ensure consistent water supply, implementing modern stormwater management systems to mitigate flooding risks, and upgrading individual sewer and water connections to promote efficiency and reduce maintenance needs. The project also included construction of a new wastewater treatment system, modifications of the water treatment system, and water tower improvements.



PROJECT OVERSIGHT EXPERTISE

Brent managed resources efficiently, developed accurate cost estimates, and continuously monitored expenditures to ensure the project stayed within budget. By coordinating multiple funding sources, including USDA Rural Development Loan and Grant, WIF Grant, PFA Grants and Loans, County participation, LRIP Grant, and two separate bonding bills, Brent ensured proper allocation of funds. Brent identified potential risks early, developed mitigation strategies, and maintained high-quality standards through regular inspections. Effective communication and collaboration with stakeholders were key, as was navigating regulatory requirements and implementing sustainable practices. These efforts culminated in a successful project that enhanced Waldorf's infrastructure and improved the quality of life for its residents with minimal financial impact on them.



CLIENT

City of Waldorf



FEE

\$1.12



YEAR COMPLETED

2023



CITY ENGINEER

Brent Kavitz

References

REFERENCES

Below, are just a few people who are familiar with SEH and our work. Please feel free to contact them for more information about their experience with SEH and how we worked with them to deliver a project that met their needs.



MNDOT DISTRICT 7 **TRUNK HIGHWAY 86 RECONSTRUCTION** **LAKEFIELD, MN**

Peter Englemeyer
2151 Bassett Drive
Mankato, MN 56001
507.327.4951 | peter.engelmyer@state.mn.us

**please reference project one in the previous section
for a detailed scope of services*



KEY TEAM ON PROJECT

- Brent Kavitz (Project Manager) | bkavitz@sehinc.com
- Rachel Thurston (QA/QC Manager) | rthurston@sehinc.com
- K Lee Juelfs (Project Engineer) | kjuelfs@sehinc.com
- Julie Brinkman (Administrative Technician) | jbrinkman@sehinc.com
- Scott Hotchkin (Geometric Layout) | shotchkin@sehinc.com
- Jessica Andersen (Hydraulic Design) | jcandersen@sehinc.com
- Andrew Felber (Lighting Design) | afelber@sehinc.com



CITY OF NEW PRAGUE **MAIN STREET FINAL DESIGN** **NEW PRAGUE, MN**

Matt Rynda
118 Central Avenue North
New Prague, MN 56071
952.758.4401 | mrynda@new-prague.mn.us

**please reference project two in the previous section
for a detailed scope of services*



KEY TEAM ON PROJECT

- Chris Knutson (City Engineer) | cknutson@sehinc.com
- Chris Cavett (QA/QC Manager) | ccavett@sehinc.com
- Doug Scott (Project Engineer) | dscott@sehinc.com
- Matt Solmonson (Survey Crew Chief) | msolmonson@sehinc.com
- Julie Brinkman (Administrative Technician) | jbrinkman@sehinc.com



CITY OF WALDORF
USDA RURAL DEVELOPMENT
INFRASTRUCTURE IMPROVEMENT PROJECT
WALDORF, MN

Rob Wilkening
119 South Main Street
Waldorf, MN 56091
507.239.2248 | robwilkening@ewef.us

**please reference project three in the previous
section for a detailed scope of services*



KEY TEAM ON PROJECT

- Brent Kavitz (City Engineer) | bkavitz@sehinc.com
- Chris Knutson (QA/QC Manager) | cknutson@sehinc.com
- Doug Scott (Project Engineer) | dscott@sehinc.com
- Lee Istvanovich (Graduate Engineer) | listvanovich@sehinc.com
- Dalton Kosek (CADD Technician) | dkosek@sehinc.com
- Dominic Metzger (Graduate Engineer) | dmetzger@sehinc.com
- Matt Solmonson (Survey Crew Chief) | msolmonson@sehinc.com
- Julie Brinkman (Administrative Technician) | jbrinkman@sehinc.com

**OUR SUCCESS IS BUILT ON LONG-LASTING RELATIONSHIPS,
AND WE TAKE GREAT PRIDE IN DELIVERING PROJECTS THAT
NOT ONLY MEET BUT EXCEED OUR CLIENTS' EXPECTATIONS.
THE SATISFACTION OF OUR CLIENTS IS A DIRECT REFLECTION
OF THE TRUST WE'VE EARNED THROUGH CONSISTENT
COLLABORATION, TRANSPARENT COMMUNICATION, AND
A COMMITMENT TO EXCELLENCE IN EVERY ASPECT OF
OUR WORK.**



Selection Criteria Exercise

To provide a clear understanding of our process, we've completed the exercise for a hypothetical project. This includes an example of a scope of services letter, along with a detailed task-hour budget and cost analysis. By presenting this, we aim to illustrate our approach to project delivery, the roles of our team members, and how we allocate resources effectively to achieve successful outcomes.

We encourage further discussion with the City to refine this approach and align it with your goals, as we are committed to adapting our proposal to meet your evolving needs.





Building a Better World
for All of Us®

December 4, 2024

RE: City of Fairmont, Minnesota
2025 Street & Utility Improvement Project
SEH No. P-FAIRM 181935 10.00

Honorable Mayor and
Members of the City Council
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

Dear Mayor and Council Members:

This letter outlines our proposed services for the 2025 Street and Utility Improvement Project.

SCOPE OF SERVICES

Phase 1–Feasibility Phase (Preliminary Engineering/Feasibility Study Services)

The feasibility report will include review of the existing water main, street drainage, and structural condition of the exiting roadway. The report will identify the structural severity of the existing water main system, rehabilitation and/or reconstruction options, preliminary pipe sizing and catch basin placement, street width, along with other preliminary construction details of the project. This information will be used to develop more detailed cost estimates that in turn can be used to prepare estimates for project financing and proposed assessments. A preliminary assessment roll will be developed, identifying each parcel and the estimated assessment in the project area. The proposal includes a topographical survey of the project area. This survey information will be used for both the preliminary and final design of the project.

The Public Improvement Process as outlined in State Statute Chapter 429 requires a Feasibility Report to be prepared identifying the proposed improvement, costs of the improvements, and an estimate of the proposed amount to be assessed. The proposal includes meeting with City staff to review preliminary design and cost estimates along with holding both an open house event and a more formal public hearing.

The proposal does not include an estimate for soil borings and geotechnical report on the project. Soil boring information will be needed to determine existing pavement thickness and underlying soil conditions. We would suggest contracting directly with a geotechnical firm for these services.

Phase 2–Final Design Phase (Final Design/Bidding/Assessments)

Final Design services will include the detailed final engineering design, preparation of bidding and construction documents, providing bidding administration services, preparation of the final assessment roll, and conducting an assessment hearing. Services shall also include the preparation of the resolutions required by the City of Fairmont for compliance with MN Statutes 429.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 11 Civic Center Plaza, Suite 200, Mankato, MN 56001-7710
SEH is 100% employee-owned | sehinc.com | 507.388.1989 | 877.316.7636 | 888.908.8166 fax

Phase 3—Construction Services (Construction Engineering/Record Drawings)

Our role in Construction Administration is not only to observe that the contractor's work quantity and quality is completed according to contract requirements, but also to keep the Owner, citizens, and project stakeholders informed of project status.

The project work plan, from which this proposal is being submitted, includes Construction Administration, Construction Staking, Construction Observation (RPR), and Record Drawings.

Our services will consist of the following Tasks:

Construction Staking

- Setting benchmarks and survey control.
- Staking line and grade for water main, street, and curb and gutter.
- Preparation of cut sheets.

Construction Administration

- Receiving, reviewing, and approving pay applications from the contractor.
- Holding weekly progress meetings during the project.
- Keeping residents and project stakeholders informed of progress schedule and work sequence through the Project Update mailings.
- Reviewing shop drawings.
- Reviewing and processing change orders.
- Answering contractor questions.
- Addressing issues resulting from unforeseen conditions or change of project scope.
- Corresponding with businesses, homeowners, utility companies, and other project stakeholders.
- On site meetings with City Staff or residents to discuss certain phases of construction or to address issues.

Resident Project Representative

- Observing the quantity and quality of the work by the contractor according to the plans and Contract Documents.
- Working closely with the City's testing firm in determining acceptability for materials furnished by the contractor.
- Maintaining a daily log of work completed on the project, along with a tabulation of all project quantities.
- Attending progress meetings.
- Along with the Engineer, making recommendations regarding acceptance of the project at time of final completion.
- Available on site for answering questions and addressing concerns from residents living next to the project.

Record Drawings

Preparing a set of as-built drawings for the project. (The record drawing plan set would be furnished in both an electronic PDF format and a paper copy.)

FEE

As a basis of preparing this proposal and estimating the current fee for professional services, we have made certain assumptions based on the data provided and as outlined in detail on the attached task hour budget.

Any additional tasks added to or deleted from this project due to significant changes in the general scope of the project or its design including, but not limited to, changes in size, complexity of character or type of construction, shall be by written amendment to the contract signed by both parties.

We propose to provide the services outlined in this proposal for the City of Fairmont as summarized below and on the attached detailed task hour budget.

Phase 1–Feasibility Phase

Task	Task Description	Fee	Fee Basis
1.0	Prepare Feasibility Study	\$24,900	Hourly
2.0	Topographic Survey	\$9,900	Hourly
Total Phase 1 – Feasibility Phase		\$34,800	

Phase 2–Final Design Phase (Final Design/Bidding/Assessments)

Task	Task Description	Fee	Fee Basis
3.0	Final Design / Construction Documents	\$70,200	Lump Sum
4.0	Bidding	\$4,900	Lump Sum
5.0	Assessments	\$9,900	Lump Sum
Total Phase 2 – Final Design Phase		\$85,000	

Phase 3–Construction Services (Construction Engineering/Record Drawings)

Task	Task Description	Fee	Fee Basis
6.0	Construction Administration	\$18,600	Lump Sum
7.0	Resident Project Representative (RPR)	\$80,000	Hourly
8.0	As-built Survey & Record Drawings	\$8,400	Lump Sum
9.0	Construction Staking	\$17,500	Lump Sum
Total Phase 3 – Construction Phase		\$124,500	

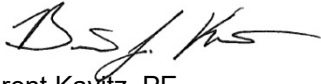
Total Estimated Fee for the 2025 Street & Utility Improvement Project shall not-to-exceed **\$244,300.00**, including equipment and expenses.

If the City of Fairmont has any questions or comments regarding the proposed fees, please feel free to contact me.

Sincerely,

Honorable Mayor and
Members of the City Council
December 4, 2024
Page 4

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink, appearing to read "B. Kavitz", written over a horizontal line.

Brent Kavitz, PE
Project Manager
(Lic. MN, ND)

jb
Enclosures

x:\fj\fairm\pursuits\p181935_city engineering services_cv_1224\5. proposal docs\scope of services ltr.docx

DETAILED TASK HOUR BUDGET / COST ANALYSIS



Project : 2025 Street & Utility Improvement Project
 Phase : Feasibility, Design, & Construction Services
 Location: City of Fairmont
 Date: Monday, November 18, 2024

	Labor Hours						TOTALS
	Kavitz Senior Project Manager	Scott Project Engineer	Metzger Technician	Brinkman Administrative Assistant	Meyer Senior Admin Assistant		
Task 1.0 - Prepare Feasibility Study:							
Information Gathering /Project Scoping / Project Initiation /Project Management	10.0			2.0	2.0		14.0
Parcel Information, Property Owner List			2.0	4.0			6.0
Prepare/Mail resident information letter to neighborhood				1.0			1.0
Field Data Collection / Photos / Organize & File		1.0	10.0				11.0
Preliminary street width/alignment/geometrics/Preliminary cross-sections	1.0	6.0					7.0
Contact Private Utilities / Notify of Pending Project / Obtain Utility Maps / Coordination Mtg.		2.0		1.0			3.0
Utility and as-built information gathering		4.0	2.0				6.0
Prepare/mail letter for neighborhood meeting		2.0		2.0			4.0
Prepare Information for, attend/conduct neighborhood meeting / Compile Summary	4.0	4.0		1.0			9.0
Review Water Dist. System needs - discuss w/PW staff / Preliminary layout for exhibits - Review	1.0	2.0	4.0	1.0			8.0
Preliminary Layout of Streets / Street widths / Storm Drain locations	1.0	4.0	4.0				9.0
Coordinate RFP and Review soil borings and geotechnical recommendations (borings by others)		4.0					4.0
Coordinate and Review test pit reports, confirm viability of surface reclamation		2.0					2.0
Prepare detailed feasibility study level estimates / probable construction costs / Funding	2.0	4.0	4.0	1.0			11.0
Prepare/Review DRAFT Assessment Roll / Assessment Map / Review	4.0	6.0		2.0			12.0
Draft / Review / Revise Report and Exhibits for Report, etc.	2.0	8.0	8.0	1.0			19.0
Prepare for and Review draft report with City staff to discuss findings, costs, and funding options	4.0						4.0
Prepare final draft of feasibility study and electronic and hard copies to City	1.0	2.0		1.0			4.0
Prepare for and Present final Feasibility Study to City Council / Prepare Resolution and Agenda	4.0	1.0		1.0			6.0
Prepare Resolution and Agenda Report / Prepare for and attend public hearing	5.0	2.0		1.0			8.0
SUBTOTAL HOURS	39.0	54.0	34.0	19.0	2.0	0.0	148.0
TOTAL TASK FEE	\$	24,900.00					

	Labor						TOTALS
	Kavitz Senior Project Manager	Pomplun Lead Technician	Solmonson Survey Crew Chief	Metzger Technician			
Task 2.0 - Topographic Survey:							
Survey Crew Management / Gopher One / Misc. Research	2.0	4.0					6.0
Research Documents/Schedule/Review Survey/Control & BM Prep		4.0	2.0				6.0
Locate Property Irons, (to facilitate ROW mapping for all projects)			2.0	5.0			7.0
Establish Control/Topographic Survey - Full topo			20.0	10.0			30.0
Reduce Topo / Process Survey Data / Boundary Analysis		4.0					4.0
Prepare/review topographic base drawing from Topo Survey / Prepare/review field survey data		4.0					4.0
Determine / Map Existing ROW / Review ROW issues		2.0					2.0
SUBTOTAL HOURS	2.0	18.0	24.0	15.0	0.0	0.0	59.0
TOTAL TASK FEE	\$	9,900.00					

DETAILED TASK HOUR BUDGET / COST ANALYSIS



Project : 2025 Street & Utility Improvement Project
 Phase : Feasibility, Design, & Construction Services
 Location: City of Fairmont
 Date: Monday, November 18, 2024

	Labor						TOTALS
	Kavitz Senior Project Manager	Scott Project Engineer	Kosek Staff Engineer	Metzger Technician	Brinkman Administrative Assistant	Voigt Lead Project Representative	
Task 3.0 - Final Design / Construction Documents:							
Project Management / Project Administration / misc.	20.0				4.0		24.0
Research Documents / Deeds / Review Survey		4.0					4.0
Review Field Data / Photos / Structure Surveys		2.0		4.0			6.0
Determine alignment/geometric design	1.0	4.0					5.0
Contact Utility Companies / Utility Design Meeting		4.0			1.0	4.0	9.0
Edit/finalize street section and geometric design	2.0	4.0		8.0			14.0
Edit/finalize profiles		2.0	4.0				6.0
Edit/finalize cross sections		2.0	4.0				6.0
Review Drainage Boundaries / Analyze Hydrology / Storm Sewer		4.0					4.0
Review water main design requirements		2.0					2.0
Arrange and attend Utility Coordination meeting #1 / Agenda / Minutes	4.0	4.0			1.0		9.0
Determine plan sheet layout and cut plan sheets		4.0		8.0			12.0
Prepare / Review Title Sheet		1.0		4.0			5.0
Prepare / Review Statement of Estimated Quantities Sheets		6.0	2.0	8.0			16.0
Prepare / Review Quantity Tabulation / Structure Schedule Sheets	1.0	6.0	2.0	6.0			15.0
Prepare / Review Typical Sections		2.0		8.0			10.0
Prepare / Review Detail Sheets		2.0		8.0			10.0
Prepare / Review Alignment Plan and Coordinate Tabulation		2.0		8.0			10.0
Prepare / Review Removal Sheet		6.0		16.0			22.0
Prepare / Review Plan & Profile (Street, Storm, Water) Sheets	4.0	8.0	20.0	80.0			112.0
Prepare / Review Construction Notes, Standard Plates, etc.		2.0	6.0				8.0
Prepare for and attend 30 percent review with City Staff	4.0	4.0					8.0
Prepare for and/or attend Design Review Neighborhood Meeting #2	4.0	4.0	2.0		2.0		12.0
Arrange and attend Utility Coordination meeting #2 / Agenda / Minutes		4.0	2.0		4.0		10.0
Prepare / Review SWPPP/Turf Establishment Sheets		2.0		8.0			10.0
Prepare / Review Traffic Control Plan		2.0	2.0			2.0	6.0
Calculate/Review Earthwork		2.0					2.0
Takeoff Quantities		4.0	2.0	10.0			16.0
Prepare Engineer's Estimate	2.0	8.0	2.0	4.0	2.0		18.0
Prepare for and attend 90 percent review with City Staff	4.0	4.0					8.0
Prepare/Review Final Bidding Plans/QA Review	4.0	4.0	2.0	8.0		4.0	22.0
Prepare/Review/Revise Specifications	4.0	16.0			4.0		24.0
Review plans and specifications with City Staff	4.0	4.0					8.0
Prepare/Review/Send City Council Agenda and Resolution Attend CC Meeting	4.0				2.0		6.0
SUBTOTAL HOURS	62.0	129.0	50.0	188.0	20.0	10.0	459.0
TOTAL TASK FEE \$	70,200.00						

	Labor						TOTALS
	Kavitz Senior Project Manager	Scott Project Engineer	Brinkman Administrative Assistant				
Task 4.0 - Bidding:							
Schedule / Plan bid opening	1.0		1.0				2.0
Finalize Engineer's Estimate / Bidding Items	2.0		1.0				3.0
Uploading Final Plans & Specifications to Bid Site			2.0				2.0
Assist City / Contractors during bidding / Addendum	2.0	2.0	1.0				5.0
Bid Opening - Prepare for / attend / follow up	4.0						4.0
Tabulate Bids / Recommendation to City / CC Agenda and Resolution / Attend CC Mtg	2.0		2.0				4.0
Prepare Funding Reviews with Bid prices	4.0		1.0				5.0
SUBTOTAL HOURS	15.0	2.0	8.0	0.0	0.0	0.0	25.0
TOTAL TASK FEE	\$	4,900.00					

	Labor						TOTALS
	Kavitz Senior Project Manager	Kosek Staff Engineer	Brinkman Administrative Assistant				
Task 5.0 - Assessments:							
Prepare Assessments	4.0	8.0	2.0				14.0
Prepare and Finalize Assessment Roll / Meet with Staff to Review	4.0		2.0				6.0
Prepare Notice of Assessment Hearing for Mailing and Publications	2.0		2.0				4.0
Prepare Agenda Reports and Resolutions (2 meetings)	8.0		2.0				10.0
Prepare for and attend Assessment Hearing	8.0	2.0	1.0				11.0
Provide follow up information to city / Send out Final Notices	2.0	2.0	4.0				8.0
SUBTOTAL HOURS	28.0	12.0	13.0	0.0	0.0	0.0	53.0
TOTAL TASK FEE	\$	9,900.00					

DETAILED TASK HOUR BUDGET / COST ANALYSIS



Project : 2025 Street & Utility Improvement Project
 Phase : Feasibility, Design, & Construction Services
 Location: City of Fairmont
 Date: Monday, November 18, 2024

	Labor						TOTALS
	Kavitz Senior Project Manager	Kosek Staff Engineer	Brinkman Administrative Assistant	Voigt Lead Project Representative			
Task 6.0 - Construction Administration:							
Construction Project Management / Calls / Periodic Progress Meetings / Doc. Mgmt	40.0	16.0	2.0				58.0
Prepare Construction Contracts	2.0		4.0				6.0
Preconstruction Meeting / Agenda / Minutes	4.0		2.0	4.0			10.0
Pay Estimates / Estimates of Project Costs & Funding Breakdowns	8.0	6.0	4.0				18.0
SUBTOTAL HOURS	54.0	22.0	12.0	4.0	0.0	0.0	92.0
TOTAL TASK FEE	\$ 18,600.00						

	Labor						TOTALS
	Kavitz Senior Project Manager	Kosek Staff Engineer	Voigt Lead Project Representative				
Task 7.0 - Resident Project Representative (RPR):							
RPR Daily Duties	10.0	60.0	400.0				470.0
SUBTOTAL HOURS	10.0	60.0	400.0	0.0	0.0	0.0	470.0
TOTAL TASK FEE	\$ 80,000.00						

	Labor						TOTALS
	Kavitz Senior Project Manager	Scott Project Engineer	Solomonson Survey Crew Chief	Metzger Technician	Brinkman Administrative Assistant	Voigt Lead Project Representative	
Task 8.0 - As-Build Survey & Record Drawings:							
Record Drawing Data Collection, Notes, Data Reduction			8.0			8.0	16.0
Prepare Record Drawings		2.0		24.0			26.0
Review, Submittal, and Distribution of Record Drawings	4.0	2.0		8.0	2.0		16.0
SUBTOTAL HOURS	4.0	4.0	8.0	32.0	2.0	8.0	58.0
TOTAL TASK FEE	\$ 8,400.00						

	Labor						TOTALS
	Pomplun Lead Technician	Solomonson Survey Crew Chief	Voigt Lead Project Representative				
Task 9.0 - Construction Staking:							
Establish Control	4.0	6.0					10.0
Removals/RW	2.0	8.0	6.0				16.0
Water Main		16.0					16.0
Street / Curb & Gutter		30.0	2.0				32.0
Staking Computations	4.0	6.0					10.0
Staking Prep.	4.0	2.0					6.0
Scheduling & Coordination			4.0				4.0
SUBTOTAL HOURS	14.0	68.0	12.0	0.0	0.0	0.0	94.0
TOTAL TASK FEE	\$ 17,500.00						

SUMMARY OF PROPOSED FEES

	Task Fee	LS Task Fee	Hourly Task Fee
Task 1.0 - Prepare Feasibility Study:	\$ 24,900.00		\$ 24,900.00
Task 2.0 - Topographic Survey:	\$ 9,900.00		\$ 9,900.00
Task 3.0 - Final Design / Construction Documents:	\$ 70,200.00	\$ 70,200.00	
Task 4.0 - Bidding:	\$ 4,900.00	\$ 4,900.00	
Task 5.0 - Assessments:	\$ 9,900.00	\$ 9,900.00	
Task 6.0 - Construction Administration:	\$ 18,600.00	\$ 18,600.00	
Task 7.0 - Resident Project Representative (RPR):	\$ 80,000.00		\$ 80,000.00
Task 8.0 - As-Build Survey & Record Drawings:	\$ 8,400.00	\$ 8,400.00	
Task 9.0 - Construction Staking:	\$ 17,500.00	\$ 17,500.00	
TOTAL:	\$ 244,300.00	\$ 129,500.00	\$ 114,800.00

Building a Better World for All of Us[®]

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES





STAFF MEMO

Prepared by: Matthew York , Director of Public Works/Utilities	Meeting Date: 04/14/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.B.1
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration to Approve Task Order #11 with Bolton & Menk for Construction Administration for the Gomsrud Park Project		
Presented by: Nick Lardy, Streets and Parks Superintendent	Action Requested: Motion to Approve Task Order #11 with Bolton & Menk for Construction Administration for the Gomsrud Park Project in the Amount of \$70,000		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

02-10-25 – Approval of Contract with Ulland Brothers for Construction

REFERENCE AND BACKGROUND

On February 10, 2025, the City Council approved a contract with Ulland Brothers for Construction of the Gomsrud Parking Lot.

As part of any construction project, the City has either in-house or contracted staff on-site during the project to ensure proper project completion, as well as to document all materials used within the project. This documentation ensures the City only pays for materials used as a part of this project.

Due to the Lake Avenue Project, the Engineering Division of the Public Works Department does not have the bandwidth to complete Construction Administration on the Lake Avenue Project and the Gomsrud Parking Lot Project while also preparing designs for the upcoming 2026 construction season.

Staff recommend the City Council approve Task Order #11 with Bolton & Menk, Inc. to provide Construction Administration Services for the Gomsrud Park Project.

BUDGET IMPACT

Part of the total cost of the Gomsrud Park Project

SUPPORTING DATA/ATTACHMENTS

Task Order #11 from Bolton & Menk, Inc.

**TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF FAIRMONT AND BOLTON & MENK, INC.
GOMSRUD PARKING LOT RECONSTRUCTION – CONSTRUCTION ADMINISTRATION**

TASK ORDER NO: 011

CLIENT: City of Fairmont

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: April 14, 2025

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: January 8, 2024

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

1.0 Scope of Services:

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

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order will be billed on an hourly basis. It is estimated that fees for these services will be \$70,000.

3.0 Schedule:

Schedule for performance of Services will be as follows or as set forth in attached Exhibit I and II, such that all services will be completed by June 2026.

4.0 Deliverables

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

5.0 Term

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

6.0 Other Matters

None

7.0 Project Managers

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

CLIENT:

Matthew York, Director of Public Works/Utilities
100 Downtown Plaza
Fairmont, MN56031
Office Phone: 507-238-3942
Email: myork@fairmont.org

CLIENT: CITY OF FAIRMONT

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

BOLTON & MENK, INC.:

Troy Nemmers, P.E.
1501 South State Street, Suite 100
Fairmont, MN 56031
Office Phone: 507-238-4738
Email: troy.nemmers@bolton-menk.com

BOLTON & MENK, INC.

By: *Travis L. Winter* _____

Printed Name: Travis Winter, PE _____

Title: Municipal Group Leader, Principal _____

Date: April 14, 2025 _____

ATTACHMENTS TO THIS TASK ORDER: Exhibit I and Exhibit II

EXHIBIT I

SCOPE OF SERVICES FOR TASK ORDER 11 CITY OF FAIRMONT AND BOLTON & MENK, INC. GOMSRUD PARKING LOT RECONSTRUCTION – CONSTRUCTION ADMINISTRATION

The CONSULTANT agrees to provide civil engineering services required for the reconstruction of the boat ramp and main boat parking lot at Gomsrud Park. This project will include removals, grading, boat ramp installation, storm sewer installation, concrete sidewalk, curb and gutter, concrete paving and site landscaping and restoration as shown in the plans and herein referred to as the Project:

I.A. CONTRACT ADMINISTRATION

CONSULTANT agrees to provide Contract Administration Services that include, but are not limited to the following:

1. Attend and assist with the preconstruction conference to be attended by the CLIENT, contractors, and any affected utility companies.
2. Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.
3. Consult with and advise the CLIENT and act as the CLIENT's construction representative as provided in the contract documents.
4. Make periodic visits to the site to observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents, including general supervision of Resident Project Representative services.
5. Provide interpretation of plans and specifications.
6. Review the contractor's request for partial payments. Such review shall be based upon the on-site observations and such written documentation as may be available at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
7. Conduct a final inspection of the Project to determine, in general, conformance with contract documents completion requirements and to assist in evaluation of the final payment request from the contractor.

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, sequences, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

I.B. CONSTRUCTION OBSERVATION

CONSULTANT agrees to provide part-time Resident Project Representative (RPR) services during construction of the Project. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. RPR services do not constitute acceptance or approval of the contractor's work, nor do they relieve any part of the contractor's responsibility under the construction documents. Scope and limitations of RPR services are further defined in Exhibit II-RPR.

I.C. CONSTRUCTION STAKING

It is agreed that the CONSULTANT will provide construction staking services and furnish the necessary equipment and supplies to establish both horizontal and vertical control and horizontal layout in accordance with the contract documents for the contractor's guidance in construction of the Project

I.D. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A., I.B., and I.C. of this Exhibit I shall be considered not part of this Agreement and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services which exceed the provisions of this Agreement; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. All other services not specifically identified in Section I.A., I.B. and I.C., including soil testing services of an independent testing laboratory to verify compaction of trench backfill, aggregate gradation tests or other material tests not specifically required to be performed by the contractor.

EXHIBIT II - RPR

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a part-time Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.
 - b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
- 8. Records:
 - a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Monitoring CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.



STAFF MEMO

Prepared by: Matthew York, Director of Public Works/Utilities	Meeting Date: 04/14/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.B.2
Reviewed by: Jeff O'Neill, Interim City Administrator	Item: Consideration to Approve the Purchase of New Dump/Plow Truck and Snow Removal Equipment		
Presented by: Nick Lardy, Streets/Park Superintendent	Action Requested: Motion to Approve the Purchase of a Chassis from Truck Center Companies, Dump/Snow Removal Equipment from TBEI and Towmaster Truck Equipment and Declaration a Truck as Excess inventory to be sold at Auction.		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

Approved as part of the Capital Improvement Plan for 2025

REFERENCE AND BACKGROUND

The current vehicle is a 1990 L8000 with an excess of 152,000 miles. It is currently used within the fleet as a snow hauler, a leaf hauler at fall leaf pickup time, a junk hauler at city clean-up times, and pulls the woodchipper. The new vehicle will be a primary Snowplow while also being used for different functions as the current one is used for.

The current life cycle for a 2.5-ton dump truck is approximately 12-15 years. This vehicle has been within the City of Fairmont's Fleet over twice the standard life cycle.

State Bid pricing was used for all quotes. TBEI will be assembling the equipment on the chassis. Since TBEI's line of snowplow equipment has a 52+ week lead time, we will purchase Falls Snow Equipment through Towmaster (their local distributor). Once Towmaster receives the Falls equipment, it will be sent to TBEI for final installation.

BUDGET IMPACT

Cab and Chassis (Truck Center Companies)	\$106,857
Towmaster (Snowplow Equipment)	\$37,353
TBEI (Dump Body and Installation of all Components)	\$85,991
Total Cost	\$230,201
2025 CIP Budget	\$260,000
Remainder (Under Budget)	\$29,799

SUPPORTING DATA/ATTACHMENTS

Bids on the Vehicle and Equipment
Current Truck #113 Maintenance Reports
CIP Page from 2025 CIP Document for the Replacement.



PURCHASE ORDER NO.
15470

SHIP TO:
City of Fairmont
801 East Margaret
Fairmont mn
56031

[illegible]

AUTHORIZED SIGNATURE

Prepared for:
Randy Martin
FAIRMONT CITY OF
100 DOWNTOWN PLZ

FAIRMONT, MN 56031
Phone: 5072389461

Prepared by:
Paul Philipp
TRUCK CENTER COMPANIES
1150 TORGERSON DRIVE
FAIRMONT, MN 56031
Phone:

Q U O T A T I O N

114SD PLUS CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK
CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-
FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR
AXLE
26,000# FLAT LEAF SPRING REAR SUSPENSION WITH
HELPER AND RADIUS ROD
DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP
SINGLE FRONT AXLE
16,000# TAPERLEAF FRONT SUSPENSION

114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
4700MM (185 INCH) WHEELBASE
NO FIFTH WHEEL
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1625MM (64 INCH) REAR FRAME OVERHANG
PARTIAL INNER FRAME REINFORCEMENT AT FRONT
SUSPENSION
TEM TO EVALUATE AND INSTALL FRAME RAIL
REINFORCEMENT AS NEEDED FOR FRONT
FRAME MOUNTED EQUIPMENT

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 104,195	\$ 104,195
EXTENDED WARRANTY		\$ 2,885	\$ 2,885
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 107,080	\$ 107,080

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$ (223)	\$ (223)
TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
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BALANCE DUE	(LOCAL CURRENCY) \$ 106,857	\$ 106,857
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.





PURCHASE ORDER NO.
15471

SHIP TO:
J-CRAFT INC/TBEI
52182 Ember Road
Lake Crystal Mn
56055

DATE REQUIRED:

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

AUTHORIZED SIGNATURE



QT 95107

Ship To:	Cust:	4561	Phone:	Bill To:	Phone:
J-CRAFT INC/TBEI 52182 EMBER ROAD				FAIRMONT, CITY OF 411 EAST MARGARET STREET	
LAKE CRYSTAL	MN	56055	USA	FAIRMONT	MN 56031
ATTN: NICK LARDY 507-235-9330					

Serial No.		
------------	--	--

Total: \$37,853.00

SIGN HERE

P.O. # 15471



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 QT 95107

**** QUOTATION ****

Ship To:	Cust:	4561	Phone:	Bill To:	Phone:
J-CRAFT INC/TBEI				FAIRMONT, CITY OF	
52182 EMBER ROAD				411 EAST MARGARET STREET	
LAKE CRYSTAL		MN 56055	USA	FAIRMONT	MN 56031

ATTN: NICK LARDY 507-235-9330

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	3/27/25	3/27/25	0/00/00

Serial No.	
------------	--

Order Comments: F.O.B. LAKE CRYSTAL, MN
 VIA TOWMASTER TRUCK

Build Instructions LEAD TIME: ALLOW 18 WEEKS +/- ARO

Other Instructions **STATE OF MN CONTRACT #PENDING**

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9902928	- Scraper FALLS IBR-11A 1" MoldBoard LESS CUTTING EDGES	\$14,223.00	\$14,223.00
1	9902873	- VBL 78531WPTSB-PK 7/8" X 5" - 3' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade, Sgl Bevel	\$296.00	\$296.00
		**NOTE: SCRAPER APPLICATION - - BOLTS & NUTS INCLUDED, ALL SHIPPED LOOSE.		
2	9902874	- VBL 78541WPTSB-PK 7/8" X 5" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade, Sgl Bevel	\$394.00	\$788.00
		**NOTE: SCRAPER APPLICATION - - BOLTS & NUTS INCLUDED, ALL SHIPPED LOOSE		
1	9900557	- Plow Hitch Falls 44XB2/STD/STD/DA-HITCH	\$4,290.00	\$4,290.00
1	9903073	- Plow Falls Poly PTE-1148/TRP-EDG/NOSHU/POLY-BLK Plow LESS CUTTING EDGES	\$12,972.00	\$12,972.00
1	9900625	- Plow Push Unit Falls 24/44 Series Std	\$1,312.00	\$1,312.00
1	9903285	- Plow Falls DUAL Plow SNOW-WHEEL BRACKETS ONLY	\$893.00	\$893.00
1	9900637	- Plow Falls High Visibility Marker Set	\$161.00	\$161.00
1	9900639	- Plow Falls 1/2" x 12" Standard Rubber Belt Snow Deflector Kit - Installed	\$509.00	\$509.00
1	9900641	- Plow Falls Parking Stand - Screw Adj Style	\$391.00	\$391.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



PURCHASE ORDER NO.
15472

SHIP TO:
City of Fairmont
801 East Margaret
Fairmont mn
56031

DATE ORDERED: 4/4/25

DATE REQUIRED:

[illegible]

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



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

52182 Ember Road
Lake Crystal MN 56055
507-726-2728

Quote Response Form

Page 10 of 10
04/01/2025 09:57 AM

End User:

Customer: 105716

RANDY MARTIN
FAIRMONT CITY OF
411 EAST MARGARET STREET
FAIRMONT MN 56031

Phone: 507-235-9149

Fax: 507-238-9044

Taken By: Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00158115	Net 30 Days.	4/1/2025	5/1/2025	-JOHNSON, SHAUN	

Municipal Terms of Sale:

If you accept this proposal please sign and date below with PO# if you use one:

PO# _____

Accepted By (Print): _____

Accepted By (Signature): _____

Date: _____

Note: If Changes need to be made after PO is submitted we will need a revised PO reflecting the changes.

Visit us online at www.j-craftinc.com/

Price Adjustments. Notwithstanding any quoted or agreed-upon prices, Seller reserves the right to adjust prices to reflect any material cost increases arising from tariffs, duties, taxes, regulatory changes, increased raw material costs, supply chain disruptions, or other factors beyond Seller's reasonable control. Any such price adjustment shall be communicated to Customer in writing prior to shipment, and Customer shall have five (5) business days following receipt of notice to either accept the revised pricing or cancel the affected portion of the order without penalty. If no response is received within this period, the revised pricing shall be deemed accepted.

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

Sale Amount:	85,991.00
Freight:	0.00
Sales Tax:	0.00
FET Charges:	0.00
Total Amount:	85,991.00

EXT 6363

ROAD REPAIR RECORD

DATE	TIME LOST	COST-PARTS & LABOR			CAUSE OF ROAD FAILURE
		INSIDE	OUTSIDE	TOTAL	
2-11-94	49273				Left Rear Wheel
3/6/95	59160				Box cyl 7.5 - (Crystall)
1/5/96	68171				Annual Insp
8-15-01					New Bel - (2) 25C 117 Motorist
6-7-02	90222				Wash Pump & hose & Hosey Relief Pump
1-17-03	90951				Ant Dyea & Hanto Kit
02-20-07	98,909				New Pitman Arm New Hyd Filter Assy E4HT-3990-6A
03-10-10	110493				Replace Lower Pump, Service tranny & Hyd Filter
02-15-12	117,412				R&R AET - CATCO 90a 90-02-5032
02-27-12	117,413				R&R Steering Box, Flush System new Filter
9-21-12	181281				Intake Gaskets - Plug wires - new Disc
12-6-12					Replaced all engine belts
8-15-13					Replaced upper Rad hose.
10-2-13	121786				Replaced oil Pan Gasket
10-23-15	128652				new Brakes Drums Seals 5-cams shocks Rear Axle
07/02/17	133397				DOT, FAN CLUTCH, P/S FILTER, HYD FILTER, TRANS SERVICE
"	"				Welded Tub, MUD FLAP BRACKET
04/13/18	135468	TB			NEW TEMP GAUGE & LIGHT (WARRANTY NAPA)
07/26/18	137442	TB			RR PINGBACK, ADJUST STEER BRAKES, LUBE DOOR & SEAT
07/16/19	141571	TB			ADJUST STEER BRAKES, DOT
12/18/19	142535	TB			REPLACED LR TO SPRING PLATE & U BOLTS

REPLACEMENT PART NUMBERS AND DIMENSIONS

02/05/20 143394 TB

LEFT SEAT REUPHOLSTERED

UNIT No. _____ RATED HP _____ CUSTOMER'S NAME _____
 MODEL No. _____ CONT. HP _____ ADDRESS _____
 APPLICATION _____ MAX. NO LOAD RPM _____ ENGINE LOCATION _____

EQUIPMENT	TYPE	EQUIPMENT	TYPE	EQUIPMENT	TYPE
Engine Base		Water Bypass Tube		Batt. Chrg. Generator	
Engine Lifter Bracket		Thermostat		Starter	
Flywheel Housing		Water Filter		Hyd. Starter Acces.	
Vibration Damper		Exhaust Manifold		Starting Aid	
Flywheel		Air Cleaner or Silencer		Marine Gear	
F/W Housing Adaptor		Fuel Pump		Torque Converter	
Oil Pan		Injector		Torque Conv. Lines	
Oil Pump		Blower		Muffler & Conn	
Oil Distribution		Blower Drive Shaft		Engine Hood	
Dipstick		Fuel Filter		Wiring Harness	
Oil Pan Drain Tube		Fuel Lines		Instruments	
Oil Filler		Air Inlet Housing		Tach. Drive	
Oil Cooler		Alarm or Shutoff		Radiator	
Oil Filter		Overspeed Governor		Heat Exch. Keel Cooling	
Oil Lines		Throttle Controls		Raw Water Pump	
Vent. System		Injector Controls		Power Generator	
Crankshaft Cover		Governor Mech or Hyd		Control Cabinet	
Bal. Weight Cover		Engine Mounts		Cylinder Head	
Fan		Power Take-off		Conn Rod & Piston	
Crankshaft Pulley		Hydraulic Pump		Valve Mechanism	
C/S Pulley Belt		Air Compressor		Fuel Man. Conn.	
Fan Shroud		Cam & Gear Train			

PARTS DEPARTMENT
OPTION WORK SHEET

SEE BACK FOR FOLDER FOR REPAIRS

FOR MORE

VIN# 1FDXK82A5LV403766

744 Fuller (2)

[illegible]

Project Name: REPLACING UNIT 113 1990 FORD L8000
Project #:

Category:
Useful Life: 15 YEARS

Priority: MEDIUM
Contact: NICK LARDY
Department: Public Works - Streets Department

Description

1990 Ford L-8000
(Vehicle # 113)
VIN: 1FDXK82A5LVA03766
152,000 MILES

Justification

Vehicle #113 has been in the fleet over 33 years. Due to its age, parts are hard to come by, repairs are very costly. If not replaced, the Box would need to be removed and refurbished, approximately \$50,000, and

Operational Impact/Other

Expenditures	Prior Yrs.	2025	2026	2027	2028	2029	Total
Vehicle Purchase		\$ 260,000.00					\$ 260,000.00
							\$ 0.00
							\$ 0.00
Total	\$ 0.00	\$ 260,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 260,000.00

Funding Sources	Prior Yrs.	2025	2026	2027	2028	2029	Total
							\$ 0.00
							\$ 0.00
							\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Picture



Map



Council Member Agenda Request
Submitted March 25, 2025 for April 14, 2025 Council Meeting

Agenda Item: 10.1

From: Councilmember Lubenow

Subject: Consider Putting All Profits from Cannabinoid Products Sold at Fairmont Liquor Store into a Road Repair Account.

Overview: With the passing of allowing the sale of Cannabinoid products at the Fairmont Liquor Store, I believe we should have a specific use for this money. No “project” needs more funding in Fairmont then road repairs.

Policy/Action Requested: City Council should vote on applying any profits from the sale of Cannabinoid products to a road repair fund.

Recommendation: The Council vote on the following motion: Profits from the sale of all Cannabinoid products at the Fairmont Liquor Store should be separated into an account for road repairs in the City of Fairmont.

Attachments:

Council Action: _____ Date: _____

C I T Y O F L A K E S