

CITY COUNCIL AGENDA Monday, May 12, 2025, 5:30 p.m.

- 1. Roll Call/Determination of Quorum
- 2. Pledge of Allegiance
- 3. Approval of Agenda

4.	Recognition/Presentations4.1Presentation by Project 1590(4)							
	7.1	1 ICSCII		(4)				
	4.2		ation on the Request for Proposal for Consultant Services to op Municipal Owned Cannabis Retail Store	(5)				
5.	Public	e Discus	sion/Comment (Individual comments are limited to 3 minutes)	(10)				
6.		Consent Agenda (Items removed from consent will be placed at the end of the items under new business)						
	А.	Minut 6.A.1	es Consideration of the City Council Minutes from the Regular Meeting on April 28, 2025	(11)				
	B.	Check	Registers					
	C.	Other						
		6.C.1	Consideration of a Transient Merchant Permit for TNT Fireworks	(20)				
		6.C.2	Consideration of an Event Permit for a Community Picnic & Family Fun Day Sponsored by the Red Rock Center	(21)				
		6.C.3	Consideration of an Event Permit for the Lions Fly-In Breakfast Sponsored by the Fairmont Lions Club	(24)				
		6.C.4	Consideration of an Event Permit for the Memorial Day Parade & Program Sponsored by American Legion Post 36 and VFW Post 1222	(27)				
		6.C.5	Consideration of an Event Permit for Worship at the Park Sponsored by Grace Lutheran Church	(30)				

6.C.6 Consideration of an Event Permit for Worship at the Water (33) Sponsored by Grace Lutheran Church

	6.C.7	Consideration to Approve the 2025/2026 Alcoholic Beverage License Renewals	(36)
	6.C.8	Consideration of a Temporary On-Sale Liquor License for FBC Operations LLC, dba Fairmont Brewing Company	(39)
	6.C.9	Consideration of a Temporary On-Sale Liquor License for St. John Vianney Church	(41)
	6.C.10	Consideration of a Request for a FAA Entitlements Fund Transfer with the Eveleth-Virginia Municipal Airport	(43)
	6.C.11	Consideration of a Temporary On-Sale Liquor License for Torgerson Properties Inc., dba Torge's Fairmont	(47)
	6.C.12	Consideration of a Contract With Brennan Companies for the Sylvania Park Bandshell Project	(49)
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7.1		Hearing to Consider Resolution 2025-18: Resolution Adopting the mont Departmental Fee Schedule for City Services	(58)
7.2		Hearing to Consider Ordinance 2025-02: Ordinance to Sell ty Located at 403 East 5 th Street, Fairmont	(70)
Old B	usiness		
Now F	Busines		
A.	Other		
1 .		Consideration of Donating to Fairmont Fireworks (Light, Noise & Smoke)	(75)
B.		e Works/Utilities Consideration of Selecting Novotx as the Public Works Asset Management Software Provider	(77)
	9.B.2	Consideration to Award the 2025 Lake Avenue Reconstruction Bid	(96)
	9.B.3	Consideration of a Service Agreement for Lake Avenue Construction Materials Testing Services	(107)
	9.B.4	Consideration To Accept Funding for Alternative Projects from the State of Minnesota	(132)

C. Finance

7.

8.

9.

10. Council Discussion 10.1 Former Public Works Building: Councilor Lubenow (133) 11 Staff/Liaison Penerts

11. Staff/Liaison Reports

- A. Public Works
- B. Finance
- C. Community Development
- D. City Administrator
- E. Mayor/Council Hasek - PUC Kawecki - FEDA Kotewa – Charter Review Lubenow - CER, HRA, Charter Review Maynard - FEDA Baarts

12. Adjournment

Dates to Note

City Offices Closed Council Meeting Memorial Day

May 26, 2025 June 9, 2025 all day 5:30 pm



Prepared by:	Meeting Date:	Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🛛 Regular Agenda Item	4.1
		Public Hearing	
Reviewed by:	Item: Presentatio	n by Project 1590	
Jeff O'Neill, Interim City			
Administrator			
Presented by:	Action Requested	J :	
Celia Simpson, Project 1590			
Vote Required:	Staff Recommend	ded Action:	
Simple Majority			
🛛 Two Thirds Vote	Board/Commissie	on/Committee Recommen	dation:
Roll Call			

REFERENCE AND BACKGROUND

Celia Simpson, Board Chair for Project 1590, would like to address Council and the community to outline current collaborative partnerships, highlight future projects, and discuss their path moving forward.

BUDGET IMPACT

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SUPPORTING DATA/ATTACHMENTS



Prepared by:	Meeting Date:	Consent Agenda Item	Agenda Item #
Pat Oman, Community	05/12/2025	🛛 Regular Agenda Item	4.2
Development Director		Public Hearing	
Reviewed by:	Item: Information	n on the Request for Propo	sal for Consultant
Jeff O'Neill, Interim City	Services to Devel	op Municipal Owned Canna	abis Retail Store
Administrator			
Presented by:	Action Requested	d:	
Pat Oman, Community			
Development Director			
Vote Required:	Staff Recommen	ded Action:	
🛛 Simple Majority			
🛛 Two Thirds Vote	Board/Commissi	on/Committee Recommen	dation:
Roll Call			

PREVIOUS COUNCIL ACTION

On March 24th, 2025, at its regular board meeting, the City Council directed staff to prepare a Request for Proposal for a consultant to conduct a feasibility study for a municipal cannabis retail store.

REFERENCE AND BACKGROUND

The attached Request for Proposal requires Respondents submit individual estimates for the following three phase deliverables:

Phase 1: Feasibility Study Phase 2: Licensing Deliverables Phase 3: Project Implementation

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Request for Proposal – Consultant Services to Develop Municipal Owned Cannabis Retail Store

Consultant Services to Develop Municipal Owned Cannabis Retail Store

The city of Fairmont, Minnesota is soliciting a request for proposal (RFP) for a consultant to assist the city with the development of a city-owned and operated cannabis retail store located in the city of Fairmont.

The selected Respondent will work directly with the city of Fairmont and its representatives to provide business planning, facility layout and design, procurement, and prepare application deliverables for meeting the State of Minnesota Office of Cannabis Management licensing application requirements in line with the following Minnesota State Statutes:

- 342.14 Cannabis License Application and Renewal; Procedure
- 342.18 License Selection Criteria
- 342.32 Cannabis Retailer Licensing and Operations

The selected Respondent will serve as a consultant to the city of Fairmont, and not an employee of the city and shall act on behalf of the city, as directed. The selection process will be based on the Respondents' qualifications and cost for completing the project services in three phases: Feasibility Study, Licensing Deliverables, and Project Implementation.

Project Services

Phase 1: Feasibility Study

- 1. Benchmarking analysis of equivalent municipal cannabis stores with a best practice recommendation for a municipal cannabis retail operation.
- 2. Development of business plan proforma financial statements (income statement, cash flow, balance sheets) over a five-year period for a proposed municipal cannabis retail operation to include all hard and soft costs for the successful development of the project.
- 3. Hard costs to include all material, labor and equipment for construction, and internal fixates for construction of a permanent retail cannabis business.
- 4. Soft costs to include the following:
 - Analysis of market, identification of strategic retail development opportunities.
 - Retail store design and product display, and processing area.
 - Identification and selection of a banking partner.
 - Identification and selection of producers and vendors for retail supply.
 - Regulatory compliance training initiatives for employees and products.
 - Architectural Engineering Fees, Permits and Licenses.
 - Project Management and Financing Costs.
 - Legal Fees and Insurance

Phase 2: Licensing Deliverables

- 1. Preparation of successful municipal retail store license application deliverables.
- 2. Assist with submitting licensing deliverables to the Office of Cannabis Management.

Phase 3: Project Implementation

1. Continued consultancy services for successful implementation of the Project.

The city of Fairmont is requesting individual cost proposals for each project service phase.

Respondents should prepare simple and straight forward proposals that provide a concise description of the firm's ability to meet the requirements of the RFP by providing responses to the information requested in each of the items below and considering the numbered items above.

Please emphasize projects you have worked on in similar capacities as described in this RFP. Preference is given to Respondents with experience in providing services for other cannabis retail and processing operations in the state of Minnesota, especially when performed for municipalities of similar size. Any additional information that the Respondent would like to submit should be included in a separate section titled "Supplemental Information."

Respondent Background

- 1. Respondent Information
 - (a) Name of Respondent
 - (b) State of organization and location of principal offices and branch offices
 - (c) Length of business experience
 - (d) Number of employees
 - (e) Ownership of firm
- 2. Discuss Respondent's approach to providing consulting services.
- 3. Provide references for projects for which the Respondent provided similar services.
- 4. Discuss why the Respondent is best qualified to provide the services requested.

5. Provide a schedule or overview of the Respondent's fees for services for each individual project service phase.

The city of Fairmont may schedule a consultant conference during the application process window for applicants to ask any follow up questions.

Other Information

1. Signed Proposals - All proposals must be signed by a person authorized to sign on behalf of the Respondent and to bind the Respondent to statements made in response to this RFP.

2. Irrevocability of Proposals - By submission of clear and detailed written notice, the Respondent may amend or withdraw its proposal prior to the closing date and time. A Respondent who has withdrawn a proposal may submit a new proposal prior to closing,

provided that such proposal is done in accordance with the terms and conditions of this RFP.

3. Changes to Proposal Wording - The Respondent will not change the wording of its proposal after closing, and no words or comments will be added to the proposal unless requested by the city of Fairmont for purposes of clarification.

4. Acceptance of Terms - Unless specifically excluded in writing, all the terms and conditions of this RFP are accepted by the Respondent and incorporated in its proposal.

5. Respondents' Expenses - Respondents are solely responsible for their own expenses in preparing, and submitting, a proposal and for subsequent negotiations with the city of Fairmont, if any. The city of Fairmont will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing, and submitting, the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

6. Currency and Taxes - Prices quoted are to be in U.S. dollars.

7. Acceptance of Proposals - This RFP should not be construed as an agreement to procure goods or services by the city of Fairmont. The city of Fairmont is not bound to enter a Contract with the Respondent who submits the lowest priced proposal or with any Respondent. Proposals will be assessed considering the evaluation criteria. The city of Fairmont will be under no obligation to receive further information, whether written or oral, from any Respondent.

8. Liability for Errors - While the city of Fairmont has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the city of Fairmont, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

9. Modification of Terms - The city of Fairmont reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering a contract with the preferred consultant.

10. Ownership of Proposals - All documents, including proposals submitted by Respondents in response to this RFP, will become the property of the city of Fairmont. They will be received and held in confidence to the extent allowable by law.

11. Use of Request for Proposal- This RFP, or any portion thereof, may not be used for any purpose other than the submission of proposals.

12. Confidentiality of Information - Information pertaining to the city of Fairmont obtained by the Respondent because of participation in this Project is confidential and must not be disclosed without written authorization from the city of Fairmont.

13. Material Ownership - All materials submitted, including but not limited to proposals in response to this RFP and all information, documentation, and presentations provided by the Respondent to the city of Fairmont on a go-forward basis, shall become the sole property of the city of Fairmont.

Review Process

The process for reviewing the proposals will be generally as follows:

1. The Respondent's proposal will be reviewed by the city of Fairmont's selection committee with the following criteria in mind:

(a) Review of the Respondent's qualifications, and those of its in-house personnel who will be directly responsible for managing the engagement.

(b) Demonstrated capacity and capability of the Respondent to perform work of comparable design, scope and complexity.

(c) References from clients for whom similar services have been provided.

(d) Respondent's commitment to make the proposed engagement a priority.

2. References will be contacted and results provided to the City of Fairmont's selection committee who assist in the selection process.

3. After a review of the proposals submitted to the city of Fairmont, the selection committee may invite the Respondent to give a brief oral presentation and be interviewed by the selection committee, or make a recommendation based on the RFP responses.

The city of Fairmont intends to award the contract to the best qualified Respondent, taking into consideration the criteria and prerequisites described above, and assuming successful negotiation of a contract for the engagement.

Late response will not be accepted; all Respondents will be notified of the outcome.

Submission of Proposals

Please submit an electronic version of the firm's proposal no later than noon on Friday, June 20th, 2025, to:

Betsy Steuber, City Clerk 100 Downtown Plaza City of Fairmont, MN 56031 <u>E-Mail</u>: <u>BSteuber@fairmont.org</u>

Betsy Steuber will serve as the primary contact for the review process for the Respondent's proposal. Any questions regarding this RFP should be addressed to her through e- mail at the above address.



Prepared by:	Meeting Date:	Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🛛 Regular Agenda Item	5
		Public Hearing	
Reviewed by:	Item: Public Disc	ussion/Comment	
Jeff O'Neill, Interim City			
Administrator			
Presented by:	Action Requeste	d:	
Betsy Steuber, City Clerk			
Vote Required:	Staff Recommen	ded Action:	
Simple Majority			
🔲 Two Thirds Vote	Board/Commissi	on/Committee Recommen	dation:
Roll Call			

REFERENCE AND BACKGROUND

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

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🗌 Regular Agenda Item	6.A.1
		Public Hearing	
Reviewed by:	Item: Considerati	on of the City Council Minu	utes from the
Jeff O'Neill, Interim City	Regular Meeting	held April 28, 2025	
Administrator			
Presented by:	Action Requeste	d: Motion to Approve the (City Council
Betsy Steuber, City Clerk	Meeting Minutes	from the Regular Meeting	held April 28, 2025
Vote Required:	Staff Recommen	ded Action: Approval	
🛛 Simple Majority			
🔲 Two Thirds Vote	Board/Commissi	on/Committee Recommen	dation:
Roll Call			

REFERENCE AND BACKGROUND

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes: Regular Meeting, April 28, 2025

City of Fairmont 100 Downtown Plaza Fairmont, MN 56031

City Council Minutes Regular Meeting		April 28, 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 Kawecki, 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 Lee Steinkamp, Municipal Airport Manager Hannah Neusch, Water Resources Coordinator Betsy Steuber, City Clerk Troy Nemmers, Bolton & Menk (contracted services) 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	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		es taken by roll call are called by the City Clerk on a ever, the written minutes list the Councilmembers in	

RECOGNITION/ PRESENTATIONS Item 4.1

Hannah Neusch, Water Resources Coordinator, discussed the potential removal of the George Lake Dam, built in 1939. Staff are considering repairs or removal, with rock rapids as an alternative. Neusch noted that dams hurt species migration and water quality, while rock rapids improve ecosystems and aesthetics. The DNR confirmed the site is suitable for rock rapids, with potential grant funding available.

Motion was made by Councilmember Kawecki to support staff in continuing to investigate and prepare an RFP for consultants to work with staff and evaluate grant opportunities for the dam project.

In continued discussion, Councilmember Hasek asked about the last inspection; it was in April 2023. Councilmember Hasek voiced support of keeping the dam as-is if it passes inspection (underwater/updated inspection).

Councilmember Lubenow expressed concern about low water levels/no flow over the rock rapids, which could harm the creek and fish, as seen at the Amber Lake Dam. Neusch explained that high water levels can cover the dam, stopping spillage and reducing oxygen, leading to fish mortalities. Additionally, Neusch expressed while low flow may occur at rock rapids, rock rapids create small pools that assist fish in returning to the lake, lowering mortality rates.

Councilmember Maynard expressed support of replacing the dam with rock rapids, especially if funding opportunities are available, as the benefits seem to be many. Councilmember Maynard expressed his belief that it is premature to pursue an RFP and engage with consultants, suggesting staff prioritize evaluation and research. Councilmember Kotewa agreed.

Councilmember Kawecki withdrew her motion (to support staff in continuing to investigate and prepare an RFP for consultants to work with staff and evaluate grant opportunities for the dam project) due to lack of council support.

Director York noted that two firms, JF Brennan and AMI Engineers, will be contacted for underwater inspection proposals.

PUBLIC DISCUSSION/ COMMENT No public comments were heard.

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 Special Meeting held April 10, 2025 City Council Meeting Minutes from the Regular Meeting held April 14, 2025 April 2025 Accounts Payable List Resolution 2025 – 16: Resolution Approving the State of Minnesota Joint Powers Agreements with the City of Fairmont on behalf of its City Attorney and Police Department, the State of Minnesota Joint Powers Agreement for SWIFT Contract #264339 and the Court Data Subscriber Amendment to CJDN Subscriber Agreement with the MN Department of Public Safety/Bureau of Criminal Apprehension (BCA) for the City of Fairmont Police Department Property as Excess and Approving the Disposal Method (by Sale or Donation) as Staff Recommends Calling for a Public Hearing on May 12, 2025 at 5:30 pm in the Fairmont City Hall Council Chambers on the City of Fairmont Department For City Services
	Motion was made by Councilmember Maynard, seconded by Councilmember Hasek to approve the consent agenda as presented. All present voted in favor. Motion carried.
NEW BUSINESS MOTION Item 9.A.1	Interim O'Neill introduced agenda item 9.A.1; Consideration to Direct Staff to Prepare a Request for Proposal to Sell the Southern Minnesota Educational Campus (SMEC) Building. Due to potential tenant vacancies and developer interest, O'Neill suggested discussing other uses for the building as outlined in the agenda memo.
	In discussion, Councilmember Maynard expressed support for the sale of the building with it being converted into multifamily housing and the numerous opportunities it could offer Fairmont. Councilmember Kawecki recommended assessing other city-owned properties for possible sale, such as unused lift stations, green spaces, and the former Public Works Building, which would also serve the interests of the citizens.
	Motion was made by Councilmember Kotewa, seconded by Councilmember Kawecki to Direct Staff to Proceed with the Preparation of a Request for Proposal for the Purpose of Identifying a Developer

	Interested in the Purchase of the SMEC Building. All present voted in favor. Motion carried.
MOTION Item 9.A.2	Mayor Baarts introduced item 9.A.2; Consideration of Appointments to City Boards and Commissions.
	Motion was made by Councilmember Kotewa, seconded by Councilmember Maynard to Approve the Appointment of Shaina Scheppmann to the Police Commission. All present voted in favor. Motion carried.
	Motion was made by Councilmember Kawecki, seconded by Councilmember Lubenow to Approve the Appointment of Jon Omvig* to the Economic Development Authority. During open discussion, Councilmember Maynard stated he believed Mr. Omvig was not suitable to serve on FEDA as he caused delays in the Whitetail Ridge project. Councilmember Kawecki disagreed, highlighting Mr. Omvig's valuable insights and experience in planning and zoning. On roll call, Councilmembers Kawecki, Kotewa and Lubenow voted in favor; Councilmember Hasek and Maynard voted against. Motion carried. *Mr. Omvig will be stepping down from his current position on the Charter Commission to serve on the FEDA board.
MOTION Item 9.A.3	Agenda item 9.A.3; Consideration of a Consent Agreement for Demolition of Property, located at 1524 Albion Avenue, Fairmont was introduced by Community Development Director Oman.
	Director Oman indicated staff aims to establish a consent agreement with the property owner to enable the City to arrange for demolition of the site, partially funded by demolition dollars. The objective is to create a marketable vacant lot, with any outstanding liens settled upon the property's sale.
	Motion was made by Councilmember Lubenow, seconded by Councilmember Maynard to Authorize a Consent Agreement for Demolition of the House and Commercial Building at 1524 Albion Avenue. All present voted in favor. Motion carried.
MOTION Item 9.B.1	Director York introduced the next item of business, item 9.B.1; Consideration of a Disadvantaged Business Enterprise (DBE) Policy for Federal Grants. To continue to receive federal funds, the City must adopt a Disadvantaged Business Enterprise(DBE) Policy.

	Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to Approve the Disadvantaged Business Enterprise (DBE) Policy, as Presented, for Federal Grant Projects. All present voted in favor. Motion carried.
MOTION Item 9.B.2	Municipal Airport Manager Steinkamp provided background on agenda item 9.B.2; Consideration of the FAA Improvement Program Federal Grant Request and State Airport Funding for Replacing Taxiway Lighting at the Fairmont Municipal Airport (Supplemental).
	Motion was made by Councilmember Kotewa, seconded by Councilmember Maynard to Approve the 2025 FAA Airport Improvement Grant (Supplemental) AIP #3-27-0029-024-2025, State Airport Grant Request and the Application for Replacing Taxiway Lighting. All present voted in favor. Motion carried.
MOTION Item 9.B.3	Agenda item 9.B.3; Consideration of the FAA Improvement Program Federal Grant Request and State Airport Funding for Replacing Taxiway Lighting at the Fairmont Municipal Airport (Entitlement) was introduced by Manager Steinkamp.
	Motion was made by Councilmember Kotewa, seconded by Councilmember Maynard to Approve the 2025 FAA Airport Improvement Grant (Entitlement) AIP #3-27-0029-025-2025, State Airport Grant Request and the Application for Replacing Taxiway Lighting. All present voted in favor. Motion carried.
MOTION Item 9.B.4	Airport Manager Steinkamp introduced agenda item 9.B.4; Consideration of a Contract with KLJ Engineering for Construction Management for the Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay.
	Motion was made by Councilmember Maynard, seconded by Councilmember Hasek to Approve the Contract with KLJ Engineering for Construction Management the Fairmont Taxiway Lighting & Signs Replacement and Removal of Non Standard Hold Bay in the Amount of \$133,012.91. All present voted in favor. Motion carried.
MOTION Item 9.B.5	Director York introduced item 9.B.5; Consideration of a Task Order with Bolton & Menk for Construction Administrator for the Gomsrud Park Project, as tabled from an April 2025 Council meeting. Bolton & Menk refined the task order scope and cost from the original \$70,000 to \$65,672.
	York noted an improved project timeline, which reduced the time spent in the field and overall project cost.

	Councilmember Kawecki inquired about utilizing existing staff for construction management. York replied that may not be feasible due to limitations in staffing, time constraints, and material issues; however, if the Council wished to explore this option, they would need to prioritize projects for the staff, as the Lake Avenue and Gomsrud Park projects may overlap, and staff is also handling routine daily responsibilities.
	Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to Approve Task Order #11A with Bolton & Menk for Construction Administrator for the Gomsrud Park Project in the amount of \$65,672. All present voted in favor.
MOTION Item 9.B.6	The next item of business, agenda item 9.B.6; Consideration of a Master Agreement with Bolton & Menk for City Engineering Services was introduced by Director York.
	Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to Approve a Master Agreement with Bolton & Menk for City Engineering Services. In discussion, Councilmember Kawecki stated she would be voting "no" as to stand with the so-called majority who endorsed ISG for Engineering Services. Councilmembers Hasek, Kotewa, Lubenow and Maynard voted in favor; Councilmember Kawecki voted against. Motion carried.
MOTION RESOLUTION 2025-17 Item 9.B.7	As part of the on-going effort to acquire funding for the lead service line project, Director York introduced item 9.B.7; Consideration of a Resolution for Application for Lead Service Line Funding. York stated the approval of resolution is a necessary component of the application process.
	Motion was made by Councilmember Hasek, seconded by Councilmember Kotewa to Approve Resolution 2025-17: Supporting the Application for Lead Service Line Funding through the Minnesota Public Funding Authority. All present voted in favor. Motion carried.
MOTION Item 9.B.8	Due to the burning of the yard waste site this winter and the continued increase in yard waste, Director York requested Council consider agenda item 9.B.8; Consideration of a Purchase Order for Shamrock Recycling Inc. for Yardwaste Grinding at the Tree Site. With \$32,000 remaining from the ReLeaf Grant, Director York proposed using these funds, along with an additional request of \$58,000, for a total of \$90,000 to be allocated for material grinding at the site.
	Motion was made by Councilmember Maynard, seconded by Councilmember Hasek to Approve a Purchase Order for Shamrock Recycling Inc. in the Amount of \$90,000 for Yardwaste Grinding at the Tree Site. All present voted in favor. Motion carried.

MOTION ltem 9.B.9	The final item of new business to come before the Council was item 9.B.9; Consideration of a Contract with Brennan Construction of Minneapolis for the Sylvania Park Bandshell Project. Director York said the project is a carryover from last year, as quotes exceeded \$175,000, which was outside of the City's purchase policy. While 3 contractors expressed interest, Brennan Construction of Minneapolis was the only bidder for the project with a bid of \$230,000, plus a \$20,000 owner's contingency.
	Motion was made by Councilmember Maynard, seconded by Councilmember Lubenow to Approve a Contract with Brennan Construction of Minneapolis for the Sylvania Park Bandshell Project in the Amount of \$250,000. All present voted in favor. Motion carried.
STAFF/LIAISON REPORT	Director York reported he is preparing a Request for Proposal (RFP) for the pickleball court project (Veteran's Park). York also submitted an application to classify the site as a "Brownfield", to secure funding for underground site clean-up. York expects to learn about the next round of funding in May, hoping the site will be designated for research to allow further evaluation for brownfield management.
	Based on the current DNR report of PFAS found in walleye in George Lake, York assured everyone the City's drinking water meets all current safety standards and is safe to drink. Interim O'Neill stated while George Lake was reportedly the only lake tested, the interconnectedness of lakes (such as in Fairmont) raises questions about other lakes' PFAS levels. O'Neill assured that other fish species are safe to eat, while walleye accumulate higher PFAS levels; and swimming and recreational activities in the lake are safe.
	Director Oman reported on the upcoming efforts in relocating the Habitat for Humanity house to the property at 403 E 5th Street, Fairmont with additional information to come before the Council at a future meeting. Oman shared the Community Resilience Plan Committee held their first meeting. Additionally, he discussed preliminary considerations on the potential formation of a Lake Management Committee.

Interim O'Neill reported:

	 Several upcoming strategic planning sessions will be held in May for Council to focus on identifying five or six key initiatives to guides staff's work. Staff will be meeting with the Fair Board and Hockey Association to continue agreement discussions. A Cannabis RFP will be distributed soon. The Charter Review Team will be meeting to review the Charter Language relating to the City's Purchase Policy.
	Councilmember Hasek reported on his recent attendance at the Public Utilities Commission meeting and reported on the monetary savings of sewer sliplining (slip lining involves a fiberglass interior in the sewer line, reducing inflow and infiltration, aiding with sewer backups).
	Councilmember Kotewa stated Region 9 met last week and held discussion on conducting a community survey.
	Councilmember Maynard shared the airport master plan steering committee met and continues with revisions.
	Councilmember Lubenow reported on the recent Legislative Town Hall Meeting where discussion centered around proposed budget cuts, and their effect, primarily on the disabled and elderly.
	Mayor Baarts shared on his experience representing the City of Fairmont at the State of the State Address on April 23, 2025.
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 7:08 p.m.

ATTEST:

Lee C. Baarts, Mayor

Betsy Steuber, City Clerk



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🗌 Regular Agenda Item	6.C.1
		Public Hearing	
Reviewed by:	Item: Considerati	on of a Transient Merchan	t Permit for TNT
Jeff O'Neill, Interim City	Fireworks		
Administrator			
Presented by:	Action Requested: Motion to approve the Transient Merchant		
Betsy Steuber, City Clerk	Permit for TNT Fireworks to sell Minnesota Approved Fireworks		
	in the Walmart Parking Lot from approximately June 20 – July		
	5, 2025		
Vote Required:	Staff Recommen	ded Action: Approval	
🛛 Simple Majority			
🛛 Two Thirds Vote	Board/Commission/Committee Recommendation:		
Roll Call			

REFERENCE AND BACKGROUND

TNT Fireworks has made application for a Transient Merchant Permit to sell Minnesota approved fireworks in the Walmart Parking Lot, at 1250 Goemann Road, Fairmont, from approximately June 20, 2025 – July 5, 2025. A successful background investigation has been completed. Additionally, all necessary paperwork and the appropriate fee has been submitted. TNT Fireworks has been selling fireworks at the site since 2017, with no problems or complaints received.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🗌 Regular Agenda Item	6.C.2
		Public Hearing	
Reviewed by:	Item: Considerat	ion of an Event Permit for a	Community Picnic
Jeff O'Neill, Interim City	& Family Fun Day	Sponsored by the Red Roc	k Center
Administrator			
Presented by:	Action Requested: Motion to Approve the Event Permit for		
Betsy Steuber, City Clerk	the Red Rock Center to hold a Community Picnic & Family Fun		
	Day on May 26, 2025		
Vote Required:	Staff Recommended Action: Approval		
🛛 Simple Majority			
🔲 Two Thirds Vote	Board/Commission/Committee Recommendation:		
Roll Call			

REFERENCE AND BACKGROUND

The Red Rock Center has made application for an Event Permit to hold a Community picnic & Family Fun Day on Monday, May 26, 2025 at and around their site, located at 222 E Blue Earth Avenue, Fairmont, MN (impacting traffic on the abutting street).

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Application



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(2512)	2	F	Permit Fee:	\$15.00	a B
Event: _(Commun	ity Picni	C 4 far	rily	fun dai	D
Sponsorir	ig entity: Add	Rock	Conte			0
Address:_		E BUG	2 Eourt	h Av	/e	
Maximum	estimated numb	per of persons expect	cted to attend at	any one time	9:	
	ordinator(s): ntact Info:	Sona fo 236-41	HUR TO_Phone;	¥	Kadar KC	enter.org
Name:	ontacts (during e Scurve as	vent): above	Name Cell# E-mail:			erour . Grg
Event Sta Event End Setup: Teardowr	d: Day/Date Day/Date	101 52512 11	Start time		Time: <u>\\ (</u> Time: <u>\ </u>	11 pm
·	petting :	on of the event and	nato, c	ties to take p activity	lace at the event	Shildren
\square	food and	music inc	tours			
2 Pr	anosed location (of event, including a	site plan or diar	aram of the p	roposed area to t	be used
she	owing the locatio	n of any barricades,	perimeter/secu	rity fencing, fi	ire extinguishers,	safety or
		tertainment, stages, signs, special lightir				

event. a 0 barr m S rKIND 01 00 bou evar -0 n m 0 0 PULLP 911-11 Enrth on Cro AD C

3.	Will outside drinking water or waste collection systems be supplied? Ves; No If yes, supply public health plans, including the number of toilet facilities that will be available. Sch $\pm n$ or bathmatic
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; V 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.
City of I agents out of th	that I am authorized to execute this application on behalf of the applicant and that the statements contained are true and correct to the best of my knowledge. If the special event requires special services provided by the Fairmont, the applicant agrees to indemnify, defend and hold the City of Fairmont, its officials, employees, and harmless from any claim that arises in whole or in part out of the special event, except any claims arising solely the negligent acts or omissions of the City of Fairmont, its officials, employees and agents. The applicant agrees all fees and meet all City Code requirements.
If you	would like your event published on the City's website/Community Calendar, please
indicat	e: Ves; No

the second s	Offic	ce Use Only	
\$15.00 Fee Paid	Date:	Received by:	
Requires Council Approval	Yes;No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

Permit distribution: City Applicant Parks/Streets

Other



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🛛 Regular Agenda Item	6.C.3
		Public Hearing	
Reviewed by:	Item: Considerati	ion of an Event Permit for t	he Lions Fly-In
Jeff O'Neill, Interim City	Breakfast Sponso	red by the Fairmont Lions (Club
Administrator			
Presented by:	Action Requested: Motion to Approve the Event Permit for		
Betsy Steuber, City Clerk	the Fairmont Lions Club to hold the Lions Fly-In Breakfast on		
	June 22, 2025		
Vote Required:	Staff Recommended Action: Approval		
🛛 Simple Majority			
🛛 Two Thirds Vote	Board/Commission/Committee Recommendation:		
Roll Call			

REFERENCE AND BACKGROUND

The Fairmont Lions Club has made application for an Event Permit to hold their annual Lions Fly-In Breakfast on Sunday, June 22, 202 at the Fairmont Municipal Airport, located at 2160 E Blue Earth Avenue, Fairmont, MN.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Application



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: June 22	e: June 22 2025 Permit Fee: \$15.00		\$15.00		
Event: Fa	irmont Lions	Club Fly In Breakt	fast		
Sponsoring	entity: Fairmont	Lions Club			
Address: Fair	mont Airport				
Maximum es	stimated num	ber of persons ex	pected to a	attend at any one time	e: 200-500
Event coordi		Dustin Tino			
Conta	act Info:	507.236.6728		Phone #	
	ha ata (ale Sara	fairmont@minutema	npress.com	_E-mail	
	tacts (during	event):	N La com		
Name: Dustin			Name		
Cell#: 507.236	nt@minutemanpr	ess.com	Cell# E-ma		
	0 1		L-1110		
Event Start:	Day/Date Ju	ne 22 2025			Time: 7am
Event End:	Dav/Date Ju	ine 22 2025			Time: 12pm
Setup:	Day/Date Ju	ne 21 2025	S	Start time: afteroon	End Time:
Feardown:	Day/Date Ju	ne 22 2025		Start time: 12pm	End Time: 3pm
		tion of the event an erving pancakes, Eggs,		f all activities to take p k, OJ and Coffee	lace at the event.

 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.

Same Spot as last year

- 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; × 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; × ____ 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 🔍

Justin

Title Club President Date 4-9-25

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

	U _ Office	Use Only		IC .
\$15.00 Fee Paid	Date: 4112025	Received by: HMO	ma manto ber-	8 CK#01122
Requires Council Approval	Yes;No	Council Meeting Date:	Action:	
City Administrator Approval	Yes	No	Date	
Permit distribution:	· · ·	1]

City Applicant

Police

Parks/Streets

Other



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🗌 Regular Agenda Item	6.C.4
		Public Hearing	
Reviewed by:	Item: Considerat	ion of an Event Permit for t	he Memorial Day
Jeff O'Neill, Interim City	Parade & Prograr	n Sponsored by American I	egion Post 36 and
Administrator	VFW Post 1222		
Presented by:	Action Requested: Motion to Approve the Event Permit for		
Betsy Steuber, City Clerk	the American Legion Post 36 and VFW Post 1222 to hold the		
	Memorial Day Parade & Program on May 26, 2025		
Vote Required:	Staff Recommended Action: Approval		
🛛 Simple Majority			
🔲 Two Thirds Vote	Board/Commission/Committee Recommendation:		
Roll Call			

REFERENCE AND BACKGROUND

The American Legion Post 26 and VFW Post 1222 have made application for an Event Permit to hold the Memorial Day Parade and Program on May 26, 2025. The parade will begin at Veteran's Park and proceed north on Prairie Avenue to Winnebago Avenue and then travel to the Martin County Veterans Memorial (507 Winnebago Avenue, Fairmont).

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Application



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: 01 MAY 2025 Permit Fee: \$15.00
Event: MENORIAL DAY PARADE & PROGRAM
Sponsoring entity: AMERICAN LEGION POST 36 & VFW POST 1222
Address: 300 DOWT TOWN PLAZA, FAIRMONT
Maximum estimated number of persons expected to attend at any one time: 200
Event coordinator(s): Contact Info: STEVE FOSNESS POST 36 COMMANDER 507 - 230 - 1532 Phone # STEVE FOSNESS GMAILCOE-mail
Primary contacts (during event): Name: SAME Name: SAME Cell#: Cell# Termail: E-mail: We show a class of the state of the
Event Start: Day/Date 26 MAY 2025 Time: 0830 Event End: Day/Date Time: 1200 Setup: Day/Date Start time: End Time: Teardown: Day/Date Start time: End Time:
1. Type and description of the event and a list of all activities to take place at the event. <u>PARADE FROM VETERAN MEMORIAL PARK (2^{MD} & PRAIRE AVE) TO</u> <u>MARTIN COUNTY VETERANS MEMORIAL WINNEBAGO AVE-</u> <u>FLAG RAISING AT MCVM WINNEBAGO AVE.</u>

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 WILL USE FACILITIES AT WINNEBAGO SPORTS COMPLEX REQUEST CITY TO SET UP BENCHS AT MCVM FOR PROGRAM WINNEBAGO AVE

- 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. <u>Yes; X</u>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; 🗴 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? X Yes; No If yes, please describe: P.A. SYSTEM PROVIDED BY POST 36 FOR PROGRAM
- 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; ____ 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 FINANCE OFFICER Date Of MAY 2025

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

al	H Offic	e Use Only	/
\$15.00 Fee Paid X	Date: 5/1/25	Received by:	
Requires Council Approval	Yes;No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

- City
- Applicant
- Police
- Parks/Streets Other



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #	
Betsy Steuber, City Clerk	05/12/2025	🗌 Regular Agenda Item	6.C.5	
		Public Hearing		
Reviewed by:	Item: Considerat	ion of an Event Permit for V	Norship at the Park	
Jeff O'Neill, Interim City	Sponsored by Gra	ace Lutheran Church		
Administrator				
Presented by:	Action Requested: Motion to Approve the Event Permit for			
Betsy Steuber, City Clerk	Grace Lutheran Church to hold Worship at the Park on			
	Wednesdays from May 22, 2025 to September 3, 2025			
Vote Required:	Staff Recommended Action: Approval			
🛛 Simple Majority				
🛛 Two Thirds Vote	Board/Commission/Committee Recommendation:			
Roll Call				

REFERENCE AND BACKGROUND

Grace Lutheran Church has made application for an Event Permit to hold Workship at the Park on Wednesdays, May 22, 2025 to September 3, 2025, from 5:15 pm – 7:30 pm at the Sylvania Park Bandshell.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event 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: Wednesdays, May 21 - Sept 3	HILEO OV+ 5/2/25 Permit Fee: \$15.00
Event: Worship at the Park	
Sponsoring entity: Grace Cutheran (Murch
Address: 300 Sath Grant St.	
Maximum estimated number of persons expected	to attend at any one time:
Event coordinator(s): Contact Info: Starrynignr-24 C. gnail. con	Phone #
Name: Na	me
E-mail: E-r	nail:
Event Start: Day/Date <u>Wednusdays, May 22 ^</u> Event End: Day/Date Setup: Day/Date Teardown: Day/Date	Sept 3 Time: 6:30
1. Type and description of the event and a list <u>Wakly</u> worship service with have a food truck	of all activities to take place at the event. MUSIC (Spraker May Accasionally
2. Proposed location of event including a site r	

 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.

K- ISUALLA M

- 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.
- 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.
- 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: <u>Small Stund System without Sprokers</u>, <u>guitar</u>
- 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).

 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.

to pay an rees and meet an only o		Date 5/2/25
Signature	Title	Date
\bigcirc \bigcirc \bigcirc		

			e Use Only	
\$15.00 Fee Paid	Date: 5	225	Received by:	
Requires Counc		No	Council Meeting Date:	Action:
Approval City Administrat Approval	tor	Yes	No	Date
Permit distributio	n;			
City				
Applicat Police Parks/S	nt			
Police				
Parks/S	treets			
Other				



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #	
Betsy Steuber, City Clerk	05/12/2025	🗌 Regular Agenda Item	6.C.6	
		Public Hearing		
Reviewed by:	Item: Considerat	ion of an Event Permit for V	Norship at the	
Jeff O'Neill, Interim City	Water Sponsored	l by Grace Lutheran Church	l	
Administrator				
Presented by:	Action Requested: Motion to Approve the Event Permit for			
Betsy Steuber, City Clerk	Grace Lutheran Church to hold Worship at the Water on			
	August 10, 2025			
Vote Required:	Staff Recommended Action: Approval			
🛛 Simple Majority				
🛛 Two Thirds Vote	Board/Commission/Committee Recommendation:			
🗆 Roll Call				

REFERENCE AND BACKGROUND

Grace Lutheran Church has made application for an Event Permit to hold Worship at the Water on Sunday, August 10, 2025 from 9:30 am - 1:30 pm at Ward Park grounds (200 Albion Avenue) and water area abutting the park.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event 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: 5/2/25	Permit Fee: \$15	5.00
Event: Worship at the	Water	
Sponsoring entity:	wherean Ghurch	
Address: 300 South G	prant St.	
Maximum estimated number of person	s expected to attend at any one time:	? 200 ish?
Event coordinator(s): Contact Info: Star yright 24C	Chler 7- 4080 Phone #	
Primary contacts (during event): Name:	Name	
Cell#:	Cell#	
E-mail:	E-mail:	
Event Start: Day/Date Sunday Event End: Day/Date Sunday Setup: Day/Date « Teardown: Day/Date <u>(</u>	August 10 August 10 Start time: <u>9:30 pm</u> Start time: <u>12:30 pm</u>	_ Time: <u> ' 00 Am</u> _ Time: <u> 2 : 30 pm</u> _ End Time: <u> 0 : 450 m</u> _ End Time: <u> 1 : 30pm</u>
- Unurch service we	nt and a list of all activities to take place	e at the event.

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.

Ward Par	K Lawn, ward	Mark gazerolSheiter,	Dran to
park nearby 5	in lot chief will	nor obscure boot launch	Plan vo

- 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.
- 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? <u>Yes;</u> No If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
- 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.
- Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? <u>Yes</u>: <u>No</u> If yes, please describe: <u>Sound System / ransmitter for attendes</u> / <u>Will have guiser</u>, <u>Vocal</u>, <u>Pone</u>, <u>bass</u>
 Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns?
- 8. Will the event restrict or alter normal parking, venicular traine of pedestrian traine patterns: Yes; _____No X_____Maybe? Will only USD designated parking, venicular traine of pedestrian traine patterns: 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).
- Will you be providing shuttle service? Yes; No K Mube Just for 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. Older of the part of the part

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	2. Joh	Title		Date <u>5/2/25</u>
-0-6				
\$15.00 Fee Paid	Date: 5 2 2025	Use Only Received by: Council Meeting Date:	Action: Date	
City Administrator Approval	Yes	No	Date	
Permit distribution: City Applicant				

35

Police Parks/Streets Other



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #	
Betsy Steuber, City Clerk	05/12/2025	🗌 Regular Agenda Item	6.C.7	
		Public Hearing		
Reviewed by:	Item: Considera	ation to Approve the 2025/	2026 Alcoholic	
Jeff O'Neill, Interim City	Beverage Licens	se Renewals		
Administrator				
Presented by:	Action Requested: Motion to Approve the Alcoholic			
Betsy Steuber, City Clerk	Beverage License Renewals for the term of July 1, 2025 to			
	June 30, 2026 subject to Licensees Returning Renewal			
	Application Materials and Fees and Receiving a Satisfactory			
	Police Investigation Report			
Vote Required:	Staff Recommended Action: Approval			
🛛 Simple Majority				
🔲 Two Thirds Vote	Board/Commission/Committee Recommendation:			
🗆 Roll Call				

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

Liquor licenses are required to be renewed annually and are subject to the same conditions as the originally issued license. Renewal applications must include a completed license application, certificate of worker's compensation insurance, liquor liability insurance, State of Minnesota Renewal form and applicable license fees.

Council approval is requested pending receipt of all required documents, license fees, and a satisfactory police investigation report for the attached list of Fairmont establishments seeking alcoholic beverage license renewal.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

List of 2025/2026 Alcoholic Beverage License Renewals

Beverage License Renewals

For license period of July 1, 2025 – June 30, 2026

<u>Establishment</u> Ambiance on Albion Inc. 2321 Albion Avenue	<u>Type of License</u> On Sale Liquor & Sunday
The Blazer Bar & Grill Inc. 106 E. 1 st Street	On Sale Liquor & Sunday
Bean Town LLC 1400 N. State Street	On Sale Liquor
Bowlmor Lanes Inc. 617 S. State Street	On Sale Liquor & Sunday
Fairmont Channel Inn Inc. 330 W. Lair Road	On Sale Liquor & Sunday
El Agave Inc. 62 Downtown Plaza	On Sale Liquor & Sunday
Torgerson Properties Inc. dba Torge's Fairmont Hwy 15 & Jct I-90	On Sale Liquor & Sunday
Hauschild Holdings LLC dba Silo 67 115 E. 3 rd Street	On Sale Liquor & Sunday
InterLaken Golf Club, LLC. 277 E. Amber Lake Drive	On Sale Liquor & Sunday
Martin County Knights of Columbus Inc. 920 E. 10 th Street	On Sale Liquor & Sunday
The Marina Lodge LLC. 501 Lake Avenue	On Sale Liquor & Sunday
Schmitz Management Co. dba Ranch Restaurant 1330 N. State Street	On Sale Liquor & Sunday
FOE Aerie #3394 dba Fairmont Eagles Club	On Sale Liquor & Sunday

1228 Lake Avenue

Tami Gerhardt dba Tami's on the Ave. 2710 Albion Avenue	On Sale Liquor & Sunday
Plaza Jalisco IV 1153 Hwy 15 South	On Sale & Sunday
CAPL Retail dba Express Lane 407 E. Blue Earth Avenue	3.2% Off Sale Beer
Fareway Stores Inc. 500 S. State Street	3.2% Off Sale Beer
United Fuels Midwest, LLC dba Fairmont Shell #1 1552 Albion Avenue	3.2% Off Sale Beer
Hy-vee Food Store 907 S. State Street	3.2% Off Sale Beer
Hy-Vee C-Store #5183 917 S. State Street	3.2% Off Sale Beer
United Fuels Midwest LLC dba Vet's Whoa N' Go 2197 N. State Street	3.2% Off Sale Beer
United Fuels Midwest LLC dba Speedway 307 N. State Street	3.2% Off Sale Beer
Casey's Retail Company dba Casey's General Store 202 E. Blue Earth Avenue	3.2% Off Sale Beer
Walmart Inc. 1250 Goemann Road	3.2% Off Sale Beer
Kwik Trip, Inc. 217 S. State Street	3.2% Off Sale Beer
Jake's Pizza 211 Downtown Plaza	3.2% On Sale Beer & On Sale Wine
FBC Operations LLC Dba Fairmont Brewing Company 414 Downtown Plaza	Brewer's Taproom & Brewer's Off Sale (includes On Sale & Off Sale on Sunday)



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🔲 Regular Agenda Item	6.C.8
		Public Hearing	
Reviewed by:	Item: Considerati	ion of a Temporary On-Sale	Liquor License for
Jeff O'Neill, Interim City	FBC Operations L	LC, dba Fairmont Brewing (Company
Administrator			
Presented by:	Action Requested: Motion to Approve a Temporary On-Sale		
Betsy Steuber, City Clerk	Liquor License for FBC Operations LLC, dba Fairmont		
	Brewing Company for June 14, 2025		
Vote Required:	Staff Recommended Action: Approval		
🛛 Simple Majority			
🛛 Two Thirds Vote	Board/Commission/Committee Recommendation:		
Roll Call			

REFERENCE AND BACKGROUND

FBC Operations LLC, dba Fairmont Brewing Company has made application for a temporary onsale liquor license for an event on Saturday, June 14, 2025 at Sylvania Park, near the Bandshell (401 Lake Avenue, Fairmont).

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Application for a Temporary On-Sale Liquor License



Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 445 Minnesota Street, Suite 1600, St. Paul, MN 55101 651-201-7507 TTY 651-282-6555 APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization		Date of organ	ization	Tax exemp	ot number
FBC Operations LLC dba Fairmont Brewing Company		December 1, 2	2023	9228991	
Organization Address (No PO Boxes)	City	State			Zip Code
414 Downtown Plaza	Fairmont		MN		56031
Name of person making application		Business phone		Home ph	one
Robert Luedtke		612-756-0714		612-756-0714	
Date(s) of event	Type of org	ganization	Microdistille	ry 🛛 Sm	all Brewer
June 14, 2025	Club Charitable Religious Other non-profit				er non-profit
Organization officer's name	City		State		Zip Code
Robert Luedtke	Fairmont		MN		56031
Organization officer's name	City		State		Zip Code
			MN		
Organization officer's name	City		State		Zip Code
			MN		

Location where permit will be used. If an outdoor area, describe.

Sylvania Park: 401 Lake Avenue, Fairmont, MN near the Bandshell. We will be serving beer in a beer garden as part of Interlaken Heritage Days.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage. US Liability Insurance Company, policy 2014010162: \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont City or County approving the license	Date Approved			
\$50.00 PAID 05/01/2025 ck #1629 Fee Amount	June 14, 2025 Permit Date			
Event in conjunction with a community festival Yes No 10,487 Current population of city	bsteuber@fairmont.org City or County E-mail Address			
Please Print Name of City Clerk or County Official CLERKS NOTICE: Submit this form to Alcohol and Ga	Signature City Clerk or County Official ambling Enforcement Division 30 days prior to event			
No Temp Applications faxed or mailed. Only emailed. ONF SUBMISSION PER EMAIL, APPLICATION ONL	<u>.Y.</u>			
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US				



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🗌 Regular Agenda Item	6.C.9
		Public Hearing	
Reviewed by:	Item: Considerat	ion of a Temporary On-Sale	Liquor License for
Jeff O'Neill, Interim City	St. John Vianney Church		
Administrator			
Presented by:	Action Requested: Motion to Approve a Temporary On-Sale		
Betsy Steuber, City Clerk	Liquor License for St. John Vianney Church for September 28,		
	2025		
Vote Required: Staff Recommended Action: Approval			
🛛 Simple Majority			
🛛 Two Thirds Vote	Board/Commissi	on/Committee Recommen	dation:
Roll Call			

REFERENCE AND BACKGROUND

St. John Vianny Church has made application for a temporary on-sale liquor license for an event on Sunday, September 28, 2025 at St. John Vianney Church/School grounds at 901 S. Prairie Avenue, Fairmont.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Application for a Temporary On-Sale Liquor License



Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 445 Minnesota Street, Suite 1600, St. Paul, MN 55101 651-201-7507 TTY 651-282-6555 APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date of or	ganization	Tax exempt number		
St. John Vianney Church		954	8342803		
Organization Address (No PO Boxes)	City	State	Zip Code		
901 S. Prairie Avenue	Fairmont	MN	56031		
Name of person making application	Business	ohone	e Home phone		
Angela Schultz	507-235-2	460	507-399-9045		
Date(s) of event	Type of organization	_ Type of organization 🔲 Microdistillery 📄 Small Brewer			
September 28, 2025	Club 🔲 Charitab	🗌 🗌 Club 🔲 Charitable 🔀 Religious 🔲 Other non-profit			
Organization officer's name	City	State	Zip Code		
Fr. Jeff Dobbs	Fairmont	MN	56031		
Organization officer's name	City	State	Zip Code		
		MN			
Organization officer's name	City	State	Zip Code		
		MN			
		AND REAL AND			

Location where permit will be used. If an outdoor area, describe.

Outdoors on St. John Vianney Church/School grounds at 901 S Prairie Avenue, Fairmont. Area will not be fenced off, but all drinkers will be carded and issued a bracelet.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage. Liability Insurance through Catholic Mutual Group (\$10,000)

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Fairmont	
City or County approving the license	Date Approved
\$50.00 PAID 05/01/2025 ck #61304	September 28, 2025
Fee Amount	Permit Date
Event in conjunction with a community festival 🔲 Yes 🗙 No	bsteuber@fairmont.org
10,487	City or County E-mail Address
Current population of city	
Please Print Name of City Clerk or County Official CLERKS NOTICE: Submit this form to Alcohol and G	Signature City Clerk or County Official ambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.	and any anotechnene Division 50 days prior to event
ONE SUBMISSION PER EMAIL, APPLICATION ON	
PLEASE PROVIDE A VALID E MAIL ADDRESS F	
PLEASE PROVIDE A VALID E-MAIL ADDRESS FO	OR THE CITY/COUNTY AS ALL TEMPORARY
PERMIT APPROVALS WILL BE SENT BACK VIA	EMAIL. E-MAIL THE APPLICATION SIGNED BY
CITY/COUNTY TO AGE. TEMPORARY APPLICATIO	N@STATE.MN.US



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #
Lee Steinkamp, Airport	05/12/2025	🛛 Regular Agenda Item	6.C.10
Manager		Public Hearing	
Reviewed by:	Item: Considerati	on of a Request for a FAA E	Entitlements Fund
Jeff O'Neill, Interim City	Transfer with the	Eveleth-Virginia Municipal	Airport
Administrator			
Presented by:	Action Requested: Motion to Approve a Request for FAA		
Lee Steinkamp, Airport	Approval of Agreement for Transfer of Entitlements with the		
Manager	Eveleth-Virginia Municipal Airport, located in Virginia		
	Minnesota, in the	e amount of \$150,000	
Vote Required:	Staff Recommen	ded Action: Approval	
🛛 Simple Majority			
🔲 Two Thirds Vote	Board/Commission/Committee Recommendation: Approval		
🗆 Roll Call			

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

This entitlement transfer of \$150,000 is for the upcoming taxiway lighting project. This entitlement transfer allows the Fairmont Airport to utilize more entitlement funding without going through the grant process. The entitlement funds would be transferred from the Eveleth-Virginia Airport to the Fairmont Municipal Airport. Funds will be transferred back to the Eveleth-Virginia Airport in Federal FY 2028. This transfer would allow federal funds to be used for and stay in the Minnesota Airport system.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Federal Airport Funding Repayment Agreement Request for FAA Approval of Agreement for Transfer of Entitlements

FEDERAL AIRPORT FUNDING REPAYMENT AGREEMENT

The <u>Eveleth-Virginia Airport Authority</u> agree to transfer <u>\$150,000</u> in FAA entitlement funds in Federal FY <u>2025</u> to the <u>City of Fairmont</u> for use at the <u>Fairmont Municipal Airport</u> for the construction of their airfield lighting project.

The <u>City of Fairmont</u> agrees to transfer <u>\$150,000</u> of their Federal FY <u>2028</u> FAA entitlement funds to the Eveleth-Virginia Airport Authority in repayment.

Signature of each airport sponsor certifies agreement to transfer entitlement funds. The parties to this Agreement understand that repayment of transferred funds is not required by FAA.

The parties to this Agreement understand that the receiving airport shall not be obligated to repay or assign more than the original transferred amount. Interest shall not be applied. The parties understand that the <u>City of Fairmont</u> must repay the <u>\$150,000</u> prior to utilizing any future federal funds for repairs or improvements to its facilities unless the <u>Eveleth-Virginia Airport Authority</u> waive the provision.

Original Receiving Airport:

Authorized Representative/Title

Original Donor Airport:

Eveleth-Virginia Airport Authority (Eveleth-Virginia

Authorized Representative/Title

Steve Johnson, Chairperson

Print or Type Name/Title

Donor Airport Sponsor

Print or Type Name/Title

City of Fairmont, MN (Fairmont Municipal Airport)

Receiving Airport Sponsor

.

04/24/2025

Date

Municipal Airport)

Request for FAA Approval of Agreement for Transfer of Entitlements

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

Name of Transferring Sponsor: Eveleth-Virginia Airport Authority

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

the: Name of Transferring Airport (and LOCID): Eveleth-Virginia Municipal Airport

(EVM)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2022	\$ 150,000.00
Total		\$ 150,000.00

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

Name of Airport (and LOCID) Receiving Transferred Entitlements:			
Fairmont Municipal Airport	(FRM)
Name of Receiving Airport's Sponsor: City of Fairmont, Minnesota			

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

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

For the United States of America, Federal Aviation Administration:	
Signature:	
Name:	
Title:	
Date:	

Certification of Transferring Sponsor

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

day of Executed on this

Name of Sponsor: Eveleth-Virginia Airport Authority

Name of Sponsor's Authorized Official: Steve Johnson

Title of Sponsor's Authorized Official: Chairperson

Signature of Sponsor's Authorized Official:

Certificate of Transferring Sponsor's Attorney

, acting as Attorney for the Sponsor do hereby certify Kevin Johnson ١, that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the . Further, I have examined the foregoing Agreement Minnesota state of and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Eden Prairie, Minnesoth (City, State), this 24 Bay of April, 2025 Signature of Sponsor's Attorney:



Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🗌 Regular Agenda Item	6.C.11
		Public Hearing	
Reviewed by:	Item: Considerati	ion of a Temporary On-Sale	Liquor License for
Jeff O'Neill, Interim City	Torgerson Proper	ties Inc., dba Torge's Fairm	ont
Administrator			
Presented by:	Action Requested: Motion to Approve a Temporary On-Sale		
Betsy Steuber, City Clerk	Liquor License for Torgerson Properties Inc., dba Torge's		
	Fairmont June 5, 2025, pending Receipt of Application		
	Materials		
Vote Required:	Staff Recommen	ded Action: Approval	
🛛 Simple Majority			
🔲 Two Thirds Vote	Board/Commission/Committee Recommendation:		
Roll Call			

REFERENCE AND BACKGROUND

Torgerson Properties Inc., dba Torge's Fairmont is in the process of making application for a temporary on-sale liquor license for an event* on Thursday, June 5, 2025.

*Rewind Med Spa – 3rd Anniversary Block Party held in conjunction with Imagine Martin Art Mart, Downtown Fairmont.

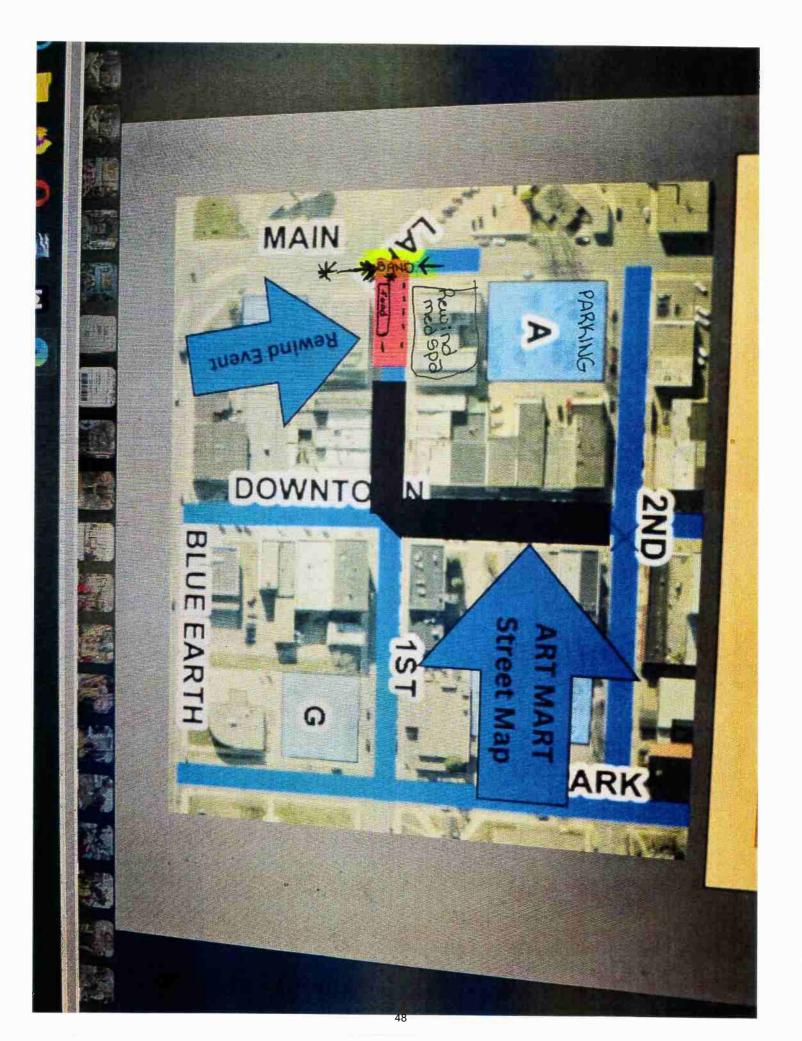
Torge's Fairmont will not need authorization from the Alcohol & Gambling Enforcement Division, as our other temporary on-sale liquor license applicants, as they hold a Caterer's Permit with Alcohol License.

We are currently working with the Licensee on obtaining application materials and the necessary license fee.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Map of Rewind Med Spa/Imagine Martin Event





Prepared by:	Meeting Date:	🛛 Consent Agenda Item	Agenda Item #
Matthew R. York, Public	05/12/2025	🗌 Regular Agenda Item	6.C.12
Works and Utilities Director		Public Hearing	
Reviewed by:	Item: Considerati	on of a Contract With Bren	nan Companies for
Jeff O'Neill, Interim City	the Sylvania Park	Bandshell Project	
Administrator			
Presented by:	Action Requested: Motion to Approve a Contract (A101-2017)		
Matthew R. York , Public	with Brennan Companies for the Sylvania Park Bandshell		
Works and Utilities Director	Project		
Vote Required:	Staff Recommen	ded Action: Approval	
🛛 Simple Majority			
🔲 Two Thirds Vote	Board/Commission/Committee Recommendation:		
🛛 Roll Call			

PREVIOUS COUNCIL ACTION

April 28, 2025

REFERENCE AND BACKGROUND

The City Council approved the Bid for the Sylvania Park Bandshell Project at the meeting on April 28, 2025.

The attached contract for the project is A101-2017. This is the American Institute of Architects form contract that is widely used throughout the United States. These contracts are popular because they reflect the industry consensus on terms and procedures.

As already approved, the cost of this contract is \$230,000, plus the \$20,000 owner's contingency.

BUDGET IMPACT Project was budgeted in the 2024 and 2025 Capital Improvement Plan

SUPPORTING DATA/ATTACHMENTS

A101-2017 Contract with Brennan Construction of Minnesota, Inc.

AIA Document A101° – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the April day of 20 in the year 2025 (In words, indicate day, month and year.)

BETWEEN the Owner: (Name, legal status, address and other information)

City of Fairmont 100 downtown Plaza Fairmont, Minnesota 56031

and the Contractor: (Name, legal status, address and other information)

Brennan Construction of Minnesota, Inc. 3255 Garfield Avenue, Suite 200 Minneapolis, Minnesota 55408

for the following Project: (Name, location and detailed description)

Sylvania Park Bandshell Exterior Upgrades - Re-Bid 401 Lake Avenue Fairmont, Minnesota 56031

The Architect: (Name, legal status, address and other information)

Wold Architects and Engineers 332 Minnesota Street, Suite W2000 Saint Paul, Minnesota 55101 Telephone Number: 651-227-7773 Fax Number: 651-223-5646

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified

1

TABLE OF ARTICLES

- **1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- **5 PAYMENTS**
- **6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION
- MISCELLANEOUS PROVISIONS 8
- 9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph Deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- **[X**] The date of this Agreement.
- [] A date set forth in a notice to proceed issued by the Owner.
- [] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work: (Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: August 29, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two hundred thirty thousand dollars (\$ 230,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

ltem	Price
N/A	N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	P	Price	Conditions for Acceptance
N/A]	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
N/A	N/A

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

I	nıt.	

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Twenty-Fifth Day of the Month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30 day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty-five (35) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201[™]–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
 - The amount, if any, for Work that remains uncorrected and for which the Architect has previously .2 withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Init.

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5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

 $1\frac{1}{2}$ % per month (MN Statute 471.425)

ARTICLE 6 DISPUTE RESOLUTION § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Init.

1

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

X Arbitration pursuant to Section 15.4 of AIA Document A201–2017

X Litigation in a court of competent jurisdiction if demanded by Owner.

[] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative: (Name, address, email address, and other information)

Matthew York 100 Downtown Plaza Fairmount, Minnesota 56031 (507) 238-3942

§ 8.3 The Contractor's representative: (*Name, address, email address, and other information*)

Init.

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Trevor Masten 3255 Garfield Avenue, Suite 200 Minneapolis, Minnesota 55408 (507) 625-4517

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201TM-2017, General Conditions of the Contract for Construction where the basis of payment is a Stipulated Sum, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201TM–2017 General Conditions of the Contract for Construction, and elsewhere in the Contract Documents.

(Paragraphs Deleted)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101[™]–2017, Standard Form of Agreement Between Owner and Contractor .2

AIA Document A201[™]–2017, General Conditions of the Contract for Construction

(Paragraphs Deleted)

Drawings : As listed in the Drawings Cover Sheet. .3

(Table Deleted)

(Paragraph Deleted)

.4 Specifications: As listed on the Project Manual Table of Contents.

(Table Deleted)

Init.

1

.5 Addenda, if any:

Number	Date	Pages
--------	------	-------

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56

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraph Deleted)

(Table Deleted)

(Table Deleted)

.8 Other documents, if any, listed below:

> (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201TM_2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)



Prepared by:	Meeting Date:	Consent Agenda Item	Agenda Item #
Betsy Steuber, City Clerk	05/12/2025	🗌 Regular Agenda Item	7.1
		Public Hearing	
Reviewed by:	Item: Public Hear	ing to Consider Resolution	2025-18:
Jeff O'Neill, Interim City	Resolution Adopt	ing the City of Fairmont De	partmental Fee
Administrator	Schedule for City	Services	
Presented by:	Action Requeste	d:	
Betsy Steuber, City Clerk	Motion #1: Motion to Close the Public Hearing		
	Motion #2: Motion to Approve Resolution 2025-18:		
	Resolution Adopting the City of Fairmont Departmental Fee		
	Schedule for City Services		
Vote Required:	Staff Recommen	ded Action: Approval	
🛛 Simple Majority			
🔲 Two Thirds Vote	Board/Commission/Committee Recommendation:		
Roll Call			

PREVIOUS COUNCIL ACTION

City Council called for a public hearing at the April 28, 2025 Council meeting.

REFERENCE AND BACKGROUND

Pursuant to Minnesota Statute §462-353, following a public hearing duly noticed and held, the City of Fairmont can adopt a schedule of fees for City services. Resolution 2025-18 sets forth the City of Fairmont's Departmental Fee Schedule for City Services.

Staff will not be conducting a review of the fee schedule at the meeting, but welcome answering questions from Council and the community on the fee schedule content.

Adoption of the fee schedule is planned to occur at this meeting, May 12, 2025.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Resolution 2025-18 (2025 Departmental Fee Schedule with updates highlighted in yellow)

RESOLUTION NO. 2025-18

Resolution Adopting the City of Fairmont Departmental Fee Schedule for City Services

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

WHEREAS, Minnesota Statute 462.353, Subd. 4a, permits a municipality to adopt a fee schedule by resolution, either annually or more frequently, following publication of notice of proposed action at least 10 days prior to a public hearing being held to consider the approval of the fee schedule;

WHEREAS, notice was published in the Fairmont Sentinel on May 1, 2025; and

WHEREAS, a public hearing was held on May 12, 2025.

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

The City of Fairmont Departmental Fee Schedule for City Services shall read as follows and become effective May 13, 2025:

CITY OF FAIRMONT		
DEPARTME	NTAL FEE SCHEDULE FOR CITY SERVIO	CES
CITY WIDE FEES		
Photo copy – 100 pages or less of black and white, letter or legal size government data	\$0.25 per page	
Photo copy – 101 pages or more of government data	\$0.25 per page and actual cost of searching for and retrieving government data, including the cost of employee time, certifying, compiling and electronically transmitting the copies of the data	
Photo copy – material provided by the person making request	\$0.25 per page	
CD/DVD copy	\$10.00 each	
Flash drive	\$5.00 each	
Fax	\$0.50 per page	
Laminate document	\$1.00 per page	
NSF Check Fee	\$30.00	
Credit Card Handling Fee	2.5% of total fee	

Alcoholic Beverage Licenses			
Intoxicating Liquor	\$2,500.00 per year		
Sunday Liquor	\$200.00 per year		
Club License	\$300.00 per year		
3.2% Beer On-Sale	\$200.00 per year		
3.2% Beer Off Sale	\$100.00 per year		
Wine On-Sale	\$250.00 per year		
Taproom/Brewpub	\$300.00 per year		
Brewer Off-Sale (Growlers/Crowlers)	\$100.00 per year	Resolution 3.43(a)	
Small Brewer Off-Sale 128 oz./day	\$100.00 per year	3.94(a) Resolution 2021-32	
Temporary Intoxicating Liquor (3-4 day)	\$50.00 per event		
Temporary 3.2% Beer	\$10.00 per event		
Temporary Consumption & Display	\$50.00 per event		
Consumption & Display (Set- up)	\$100.00 per year		
Keg in Park	No Charge, but permit needed		
New License Investigation Fee	\$100.00		
	-		
Cannabis and Hemp Business Li			
Initial Registration Fee	Not to exceed \$500.00 or half the amount of an initial state license, whichever is less		
Renewal Registration Fee	Not to exceed \$1,000.00 or half the amount of an initial state license, whichever is less	Ordinance 2024- 07,Minnesota	
Temporary Cannabis Application	Not to exceed \$500.00 or half the amount of a state application fee for a cannabis event organizer license, whichever is less	Statute §342.11	
Civil Penalty (sale or registration violation)	\$2,000.00		
Miscellaneous Licenses			
Tobacco/Cigarette	\$150.00 per year		
THC/Edibles	\$200.00 per year	Resolution 14.18	
-,	\$75.00 per truck	14.42	

Тахі	\$50.00 per v	vehicle		
Theater	\$75.00 per y	/ear		
Peddler/Solicitor/Transient	\$300.00 per year			Decolution 10 17/h)
Merchant	\$150.00 per	month	Resolution 19.17(b)	
Golf Cart Permit	\$20.00 per y	/ear		Clerk 16.6(a)
ATV Permit	\$20.00 per y	/ear		Council 16.92(a)
Event Permit	\$15.00 per e	event		
Food Wagon/Vendor	\$25.00 per e	event – Must be in	conjunction with	Ondinan as 10 45(1)
Permit	an event			Ordinance 18.45(1)
Overnight Camping	\$50.00 per e an event	event – Must be in	conjunction with	
Des (Cat Lineare	\$10.00 per y	/ear - if spayed or r	eutered	Admin. Change
Dog/Cat License	\$15.00 per y	vear - if not spayed	l or neutered	7/28/21
Dangerous Dog Registration	\$100.00, plu	ıs license fee		
Motor Vehicle Impound/Storage Fees	\$10.00 per d	day		
Leased Parking Stall	\$25.00 per r	nonth, plus tax		
Rental Registration	\$5.00 per ur	nit up to \$100.00 fc	or 3 years	Approved by
Rental Inspection	\$40.00			Council 27.11
Vacant Building Registration	\$100.00			Ord. 2021-04
Assessment Certificate	\$15.00			
Administrative Citations	_			City Code 2.6(c)
Violation	1 st	2 nd	3rd	
<u>Animals</u>				
4-21 Running at Large	\$50.00	\$75.00	\$100.00	
4-24 Nuisances	\$50.00	\$75.00	\$100.00	
4-25 Sanitation	\$50.00	\$75.00	\$100.00	
	\$750.00	\$1,500.00	\$2,000.00	
<u>Liquor</u>	Fourth Violation – Revocation of License			Resolution 2013-30
	(5 year look back period)			
Other Violations	\$50.00	\$75.00	\$100.00	
<u>Building Code</u>				
6-18 Enforcement	\$150.00	\$300.00	\$500.00	
Miscellaneous Provision & O	ffenses			
15-1 Curfew for Minors	\$25.00	\$50.00	\$75.00	
15-2 Noise	\$25.00	\$50.00	\$75.00	
<u>Nuisances</u>				

17-1 Junk	\$150.00	\$300.00	\$500.00	
17-2 Weeds & Grass	\$25.00	\$50.00	\$75.00	
<u>Solid Waste</u>				
22-18 Storage	\$150.00	\$300.00	\$500.00	
22-20 Open Burning	\$150.00	\$300.00	\$500.00	
22-21 Dumping in Streets	\$50.00	\$75.00	\$100.00	
23-3 Ice and Snow	\$50.00	\$75.00	\$100.00	
	Not to excee	ed \$500.00		
<u>26-26 Zoninq</u>	May accrue	each day violatior	n continues	
Rental Housing Code				
27-4 Rental Registration	\$100.00	\$200.00	\$300.00	
27-5 Rental Inspection	\$100.00	\$200.00	\$300.00	
_	Inspections due to noncompliance are charged at 2.5 times the hourly rate of the inspector. Abatement of violations include a \$75.00 administrative fee in addition to the actual costs of abatement. If abatement requires more than one hour of staff time, the property owner is charged \$150.00 per hour. A \$50.00 charge is added to accounts where expenses are not paid, and special assessment is levied against the property owner and the account is certified to the county for collection.			Code 25.1006
<u>Stormwater Management</u>				
Illicit Discharges &	Major Violation \$1,000.00			Code 25-1002
Connection	Minor Violat	Minor Violation \$500.00		
Illicit Connection to	Major Violation \$1,000.00			
Stormwater System	Minor Violat	ion \$500.00		
Failure to Provide Adequate	Major Violat	ion \$500.00		
Measures to Prevent an Illicit Discharge	Minor Violation \$200.00			
Failure to Report a Spill	\$200.00			
Failure to Clean up a Spill	\$200.00			
Failure to Respond to a Notice of Violation	\$100.00			
Grass clippings found on the street	Verbal Warn	ing \$25.00	\$100.00	
Land Disturbing Activities				City Code 25-1003
	Major Violat	ion \$500.00		

Per each Distinct Violation	Minor Violation \$250.00	
Structural Stormwater BMP Viol	City Code 25-1004	
Failure to perform proper	Major Violation \$500.00	
maintenance of a structural	Minor Violation \$250.00	
stormwater BMP		
Removal and/or alteration to a structural stormwater BMP or easement	Major Violation \$500.00	
	Minor Violation \$250.00	
Failure to submit required		
easement and/or maintenance	\$250.00	
agreement		
Failure to submit maintenance	\$100.00	
records	¥20000	
Miscellaneous Code Violations	\$100.00 \$200.00 \$300.00	
Not Listed		
	Francisco de la la definicación de la destrucción de la destrucción de la definicación de la destrucción de la destruc	
COMMUNITY DEVELOPMENT	Fees are doubled if no permit was issued prior to starting work	
Building Permits	Fees + state surcharge fees	
\$1.00 to \$500.00	\$29.50	
\$501.00 to \$2,000.00	\$28.00 for the first \$500.00 plus \$3.70 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	
\$2,001.00 to \$25,000.00	\$83.50 for the first \$2,000.00 plus \$16.55 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00	City Code 6.6(b) references Ordinance 2000-4
\$25,001.00 to \$50,000.00	\$464.15 for the first \$25,000.00 plus \$12.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	for the fees
\$50,001.00 to \$100,000.00	\$764.15 for the first \$50,000.00 plus \$8.45 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	

\$100,001.00 to \$500,000.00	\$1,186.65 for the first \$100,00.00 plus \$6.75 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$3,886.65 for the first \$500,000.00 plus \$5.50 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00
\$1,000,001 and up	\$6,636.65 for the first \$1,000,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof
Plan Review Fee	65% of the Permit Fee
State Surcharge	As per Minnesota Statute 16B.70
Other Inspections & Fees	
Outside of normal business hours	\$63.25 per hour (minimum charge two hours)
Reinspection fees under Minnesota Building Code Section 1300.0160	\$63.25 per hour
Outside Consultants for plan checking and inspections, or both	Actual costs
Flat fees for small residential projects	Base permit fee
Roofing	\$69.50
Siding	\$69.50
Window/Door	\$69.50
Plumbing (water heater, etc.)	\$69.50
Mechanical (furnace, A/C, etc.)	\$69.50
Demolition	\$25.00
PLANNING & ZONING	
Appeal/Code Amendment	\$150.00
Administrative Appeal	\$50.00
Conditional Use (CUP)	\$250.00
Home Occupation (HOP)	\$150.00
CUP/HOP Annual Review	\$30.00
Minor Plat	\$90.00
Planned Unit Development	\$250.00
Preliminary Plat	\$300.00

Rezoning	\$300.00	
Variance (Residential)	\$150.00	
Variance (Commercial)	\$250.00	
Zoning Verification	\$25.00	
Zoning permit – Sheds/Fence/Steps	\$25.00	
ENGINEERING DEPARTMENT		
Land Disturbance	Fee is doubled if no permit was issued prior to starting work	
5,000 square feet – 0.49 acres	\$50.00	
.05 acres99 acres	\$75.00	
1 acre or greater	\$200.00	
Yard Waste Recycling Site Usage (Commercial Use Only)	\$1,500.00 per year	
Oversized Load	\$40.00/\$80.00	
Right-of-Way (ROW) Permit	\$25.00	
After the Fact ROW Permit	Two times original permit fee	
FIRE DEPARTMENT		
Fire Call	\$500 + cost of materials	
United Township Coop Fire Association Fire Call Charge	\$1,000.00 for first hour + cost of materials Additional hourly rate of \$19.91/hr/firefighter	
PARKS & RECREATION		
Park Shelter Rental	\$85.00 per day, plus tax (Lincoln Shelter) \$125.00 per day, plus tax (Sylvania Shelter) \$125.00 per day, plus tax (Cedar Creek Shelter)	Park Policy
Weddings (in a City Park)	\$250.00 per day, plus tax	01/23/2023
Fish Cleaning Key Card	\$5.00 per year	
SMEC Rental	*Rentals for full week are only charged for 4 days	
For Profit	\$100.00 per day *	

	\$50.00 per half day *		
	\$550.00 monthly/short term (6 mos. or less)		
	\$400.00 Volume Discount (daily/week)		
	\$200.00 Volume Discount (half days/week)		
Non-profit	\$50.00 per day *		
	\$25.00 per half day *		
	\$500.00 monthly/short term (6 mos. or less)		
	\$200.00 Volume Discount (daily/week)		
	\$100.00 Volume Discount (half days/week)		
Individual Rental	\$85.00		
Aquatic Park	·		
Daily Admission	\$7.00 per person 2 years and up		
Punch Card (12 admissions)	\$70.00		
Punch Card (12 fitness admissions)	\$30.00		
Individual Pass	\$90.00		
Family Membership (up to 5 people)	\$190.00		
Additional Family Member/Caregiver	\$25.00 each		
Fitness Class Admission	\$3.00		
Swimming Lessons	\$45.00 per session		
Private Lessons	\$20.00 per session for one swimmer		
	\$35.00 per session for two swimmers		
	\$45.00 per session for three swimmers		
Facility Rental	\$200.00 per two hours for two pools		
	\$400.00 per two hours for four pools		
PUBLIC WORKS DEPARTMEN	т		
Front End Loader	\$95.00/hour		
Backhoe	\$95.00/hour \$100.00/hour		
Dump Truck	\$75.00/hour		
Pickup Truck	\$40.00/hour \$55.00/hour	Schedule of Equipment Rates	
Street Sweeper	\$185.00/hour		
Bucket Truck	\$95.00/hour \$125.00/hour		
Skid Loader	\$55.00/hour \$80.00/hour		
Labor Costs	As specified in AFSME Union Contract plus benefits		

UTILITIES	All Water and Sewer Connections and Distribution Fees are based upon the most current Water and Sewer Connection and Distribution Policy approved by the Public Utilities, which is attached and incorporated in this Fee Schedule	
ELECTRIC DEPARTMENT		
Large Trucks #24, 26, 29	\$125.00 per hour	
Mini-Excavator	\$125.00 per hour	
Pickup Truck	\$55.00 per hour	
Small Trencher	\$35.00 per hour	
Cable Locator	\$75.00 per hour	
Secondary Cable Fault Locator	\$75.00 per hour	
Primary Fault Locator	\$100.00 per hour	
Vacuum Excavator (includes 1- man)	\$125.00 per hour	
Infrared Viewer	\$125.00 per hour	
WATER DEPARTMENT		
Backhoe	\$185.00 per hour	
Backhoe with Cement Breaker/Tamper	\$225.00 per hour	
Air Compressor	\$50.00 per hour	
Pumps	See Wastewater Charges	
Tap Charges ¾" − 2"	\$110.00 per Man Hour	
Tap Charges 4" – 8"	\$140.00 per Man Hour	
Meter Repair	\$175.00	
Dump Truck	\$90.00 per hour	
Water Shut off	\$75.00	
WASTEWATER DEPARTMENT		
Vactor	\$330.00 per hour	
TV Camera – Main Line	\$125.00 per hour	
Septage Fee	\$65.00 \$85.00 per 1,000 gallons	
PUMPS	Half Day All Day	
6" Pump	\$180.00 \$320.00	

4" Pump	\$125.00	\$215.00	
3" Pump	\$ 95.00	\$140.00	
1 ½" – 2" Pump	\$ 55.00	\$ 85.00	
Shoring (labor extra if required)	\$100.00	\$200.00	
Labor cost	As specified in IBE benefits.	W Union Contract plus	
It should be understood that the above charges are for repair of equipment damaged by accidents or charged to other cities or utilities. The above charges will be used for repairs as specified in the Electric, Water and Wastewater service policies.			
AIRPORT			
Ramp fee			
Hangar Rental Rate	\$35.00 - \$150.00 aircraft size)	per night (depending on	
Monthly Hangar Rental Rates	6 units at \$80.00 p 6 units at \$110.00 5 units at \$120.00 5 units at \$155.00 4 units at \$125.00 1 unit at \$315.00 1 unit at \$125.00 Big Box Hangar \$3 (depending on air) per month) per month) per month) per month per month per moth 800.00 - \$600.00 per month	

PASSED, APPROVED AND ADOPTED, this 12th day of May, 2025.

Motion by: Seconded by: All in Favor: Opposed: Abstained: Absent:

Lee C. Baarts, Mayor

ATTEST:

Betsy Steuber, City Clerk



Prepared by:	Meeting Date:	Consent Agenda Item	Agenda Item #
Pat Oman, Community	05/12/2025	🗌 Regular Agenda Item	7.2
Development Director		Public Hearing	
Reviewed by:		ing to Consider Ordinance 2	
Jeff O'Neill, Interim City Administrator	Sell Property Located at 403 East 5 th Street, Fairmont		
Presented by:	Action Requested:		
Pat Oman, Community	Motion #1: Motion to Close the Public Hearing		
Development Director			
	Motion #2: Motion to Approve the First Reading of Ordinance		
	2025-02: Ordinance to Sell Real Property Located at 403 East		
	5 th Street, Fairmont and Authorize Staff to Conduct a Title		
	Search and Review		
Vote Required:	Staff Recomment	ded Action: Approval	
🛛 Simple Majority			
🔲 Two Thirds Vote	Board/Commissi	on/Committee Recommen	dation:
🛛 Roll Call			

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

City of Fairmont Code Sec. 12.05 Sale of Real Property requires that "no real property of the city shall be disposed of except by ordinance". Attached is Ordinance No. 2025-02 Ordinance to Sell Real Property located at 403 East 5th Street. The ordinance considers transferring the property to Habitat for Humanity of Martin and Faribault Counties for a defined fee.

First Reading and public hearing is scheduled for May 12, 2025 Second Reading and final approval is scheduled for June 9, 2025.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Ordinance 2025 – 02 City Code Sec 12-05 Sale of Real Property Property Photograph

ORDINANCE NO. 2025-02 ORDINANCE TO SELL REAL PROPERTY

WHEREAS, the City of Fairmont is the owner of real estate located at 403 East 5th Street, Fairmont, Martin County, Minnesota, and;

WHEREAS, said real property is legally described as:

The East half (E ½) of Lots Numbered One and Two (1 and 2) of Block Six (6), of Gamble's Addition to the Village (now City) of Fairmont, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County and State, and;

WHEREAS, City staff would like to transfer this property to Habitat for Humanity of Martin and Faribault Counties, and;

WHEREAS, the City obtained title to the above described real property so that it could demolish a blighted building located thereon, and;

WHEREAS, the blighted building has been demolished and the City does not have any plans to develop the described real property, and;

WHEREAS, it would be in the City's best interest to have the real property placed back on the tax rolls by transferring it into a private ownership, and;

WHEREAS, the Fairmont City Council, after holding a public hearing, determined that it is in the best interest of the City of Fairmont to transfer the above described real estate to Habitat for Humanity of Martin and Faribault Counties.

NOW THEREFORE, it is hereby ordained by the Fairmont City Council as follows:

- The real property described above will be transferred from the City of Fairmont to Habitat for Humanity of Martin and Faribault Counties for the amount of \$______.
- 2. Habitat for Humanity of Martin and Faribault Counties will pay all costs associated with the transfer of the real estate and the cost for the survey.
- 3. The Mayor and the City Clerk are authorized to sign any and all documents necessary to transfer the real property described above.

PASSED, APPROVED AND ADOPTED, this 9th day of June 2025.

ORDINANCE NO. 2025-02, continued ORDINANCE TO SELL REAL PROPERTY

Motion by: Second by: All in favor: Opposed: Abstained: Absent:

Lee Baarts, Mayor

ATTEST:

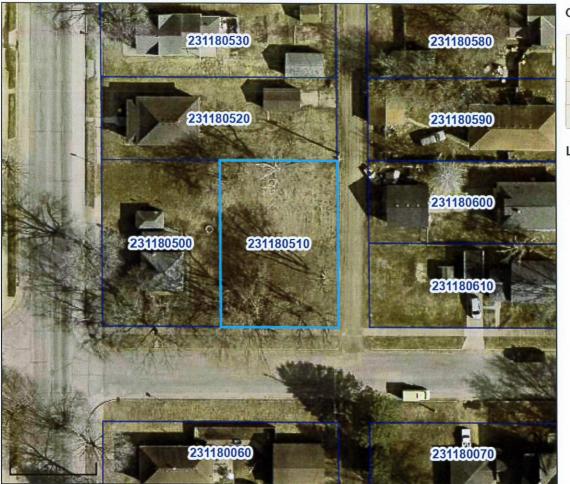
Betsy Steuber, City Clerk

1st Reading: May 12, 2025 2nd Reading: June 9, 2025

Sec. 12.05. Sale of real property.

No real property of the city shall be disposed of except by ordinance. The proceeds of any sale of such property shall be used as far as possible to retire any outstanding indebtedness incurred by the city in the purchase, construction, or improvement of this or other property used for the same public purpose. If there is no such outstanding indebtedness, the council may by ordinance or resolution designate some other public use for the proceeds.





Overview



Legend Parcels Corporate Limits

Parcel ID	231180510	Alternate I	D n/a	Owner Add	ress CITY OF FAIRMONT
Sec/Twp/Rng		Class	206 - 4B4 UNIMPROVED RESIDENTIAL LAND		100 DOWNTOWN PLZ
Property Address	403 5TH ST E	Acreage	0.1791		FAIRMONT, MN 56031
	FAIRMONT			Note	n/a
District	(230	1) FAIRMON	T CTY-454		
Brief Tax Descript	ion GAN	ABLES E1/2 L	OTS 1 & 2 BLK 6		
	(Not	e: Not to be u	sed on legal documents)		

Date created: 5/7/2025 Last Data Uploaded: 5/7/2025 1:45:04 PM





STAFF MEMO

Prepared by:	Meeting Date: 🛛 Consent Agenda Item Agenda Item #						
Betsy Steuber, City Clerk	05/12/2025	🛛 Regular Agenda Item	9.A.1				
		Public Hearing					
Reviewed by:	Item: Consideration of Donating to Fairmont Fireworks (Light,						
Jeff O'Neill, Interim City	Noise & Smoke)						
Administrator							
Presented by:	resented by: Action Requested: Motion to Approve a Donation of						
Betsy Steuber, City Clerk	\$to	Light, Noise & Smoke (Fairn	nont Fireworks)				
Vote Required: Simple Majority	• • • • • • • • • • • • • • • • • • • •						
□ Two Thirds Vote	Board/Commission/Committee Recommendation:						
□ Roll Call							

REFERENCE AND BACKGROUND

In 2024, the City of Fairmont donated \$10,000 to Light, Noise & Smoke (Fairmont Fireworks Committee). They are requesting a donation of \$10,000 for 2025.

BUDGET IMPACT

\$10,000 has been included in the 2025 budget for this donation. Any amount over \$10,000 would need to come out of general fund reserves.

SUPPORTING DATA/ATTACHMENTS

Letter from Light, Noise & Smoke (Fairmont Fireworks Committee)

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

Fairmont City Council Fairmont Mayor 100 Downtown Plaza Fairmont MN 56031

Subject: Request for financial support for the Fairmont Fireworks

Dear Fairmont City Council

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

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

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

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

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

Contact information fairmontfireworks@gmail.com



STAFF MEMO

Meeting Date:	🛛 Consent Agenda Item	Agenda Item #			
05/12/2025 X Regular Agenda Item 9.B.1					
	Public Hearing				
Item: Considerati	ion of Selecting Novotx as t	he Public Works			
Asset Manageme	nt Software Provider				
Presented by: Action Requested: Motion to select Novotx as the Public					
Works Asset Man	agement Software Provide	r			
Staff Recommen	ded Action: Approval				
Board/Commission/Committee Recommendation:					
	05/12/2025 Item: Considerati Asset Manageme Action Requester Works Asset Mar Staff Recommend	05/12/2025 Regular Agenda Item Public Hearing Item: Consideration of Selecting Novotx as t Asset Management Software Provider Action Requested: Motion to select Novotx Works Asset Management Software Provider Staff Recommended Action: Approval			

PREVIOUS COUNCIL ACTION

April 28, 2025

REFERENCE AND BACKGROUND

City of Fairmont began using our current Asset Management System, Dude Solutions (now Brightly) in 2021. The Electric Line Department and the City Fleet Management Team are the only groups that are currently using this system.

In the last four years of using this program, many issues have arisen that are causing major operational issues within the Department of Public Works.

The program's integration with our ESRI platform (GIS) does not allow for syncing between the information placed in the Asset Management Program and the Asset Fields within GIS. Also, the amount of information that we can assign to the Asset Field is limited to five-(5) pre-set attributes. These attributes can't be modified across different departments and do not allow the Individual Departments to track the correct pieces of information needed to manage each field asset.

The 2nd issue revolves around the Inventory of our Electric (Line) Department supplies. The problems lies in the inability to First in First Out vs First in Last Out tracking. When a new item price is entered, it takes over the whole stock which makes it a challenge to balance the general ledger considering the electric department manages hundreds of inventory items negatively impacting year end counts and audits.

The 3rd issue with revolves around maintenance schedules within the City Fleet Maintenance Shop. The Brightly software randomly chooses the maintenance cycle it wants to use (Time vs Miles) which results in redundancies for service tickets and tracking.

Due to these issues, the Public Works staff began to research other acceptable programs to help us with out Asset Management. Finding a system that has the ability to handle Electric, Water Production, Water Distribution, Wastewater Collection, Wastewater Treatment, Parks, Streets, and Fleet Maintenance, while connecting to and syncing with GIS was more difficult than we anticipated. The solution will track physical city_and utility assets such as electrical inventory, pole, switch, and transformer maintenance cycles, water, sewer and stormwater infrastructure, streets, signs, parks, city-owned facilities, vehicles and equipment and all other assets owned and maintained by the city. In addition to managing physical assets, an EAMS will help manage projects, asset lifecycle information, identifying and managing risk, tracking labor, create work orders, inspections, warranties, capital planning, budgeting and forecasting capabilities, and all other information associated with an asset.

EAMS will tightly integrate with the City's GIS to allow the city to:

*Share information between departments

*Leverage the City's investment to generate interactive maps

*Visualize EAMS data to facilitate understanding and analysis

*Overlay assets management data with information from other departments

*Manage the location and condition of assets effectively

The City team looked at programs from the following vendors:

- Asset Panda
- Service Now
- Opengov-Cartagraph
- Cityworks Trimble
- Novotx
- Flexara One
- M Power

This process looked at whether each of the companies could provide the required needs of our vastly different departments, while also integrating 811 Locating Ticket Management which is a requirement for the Electrical Utility in 2026.

Novotx, Opengov, and Cityworks were the programs that we felt met all of our needs. We then reached out to receive pricing. Cityworks declined at this time to quote. Opengov was \$145,140 for initial implementation and over \$65,000 a year for the software. Novotx was \$101,000 for the initial implementation and Integration and \$15,000 a year.

In researching Novotx, we talked to public works departments from a handful of cities that currently use Novotx. We learned that the Novotx system is capable of supporting all of our public works divisions, including Electric as opposed to many other asset management systems that are not geared toward serving the variety of utility services operated by the City of Fairmont. Cities that gave very favorable reviews included Mooorhead, Waterloo and Eden Prairie.

When completing final costs for this project, Opengov refused to update their pricing from their 2024 number without reopening discussions with their sales team.

The Public Works staff, along with Interim City Administrator O'Neill, and Finance Director Hoye all felt that Novotx has the program that would assist the City Manage our Assets and Inventory the best.

Staff is cognizant of the fact that an Asset Management Program was recently started, but since the program does not meet the needs of our current Departments, it is not providing us with the information that will be needed to develop maintenance, and replacement plans. By switching to Novotx, and utilizing the breadth of their program, the City will be able to use hard data for the betterment of our department, and to assist in the Capital Improvement Planning for the future.

BUDGET IMPACT

Fund are available as part of Electric Budgeted funds in the 2025 Capital Improvement Plan

SUPPORTING DATA/ATTACHMENTS

Novotx Quotation Opengov Quotation

\frown	Novotx, LLC	Sales Agreement
	4905 South 1500 West Suite 210	Valid Until: Jun 1, 2025
	Riverdale	Agreement Number : 5405498000049073011
	Utah	Prepared By: Adam Schmidt
	United States 84405	aschmidt@novotx.com
BILL TO:	SHIP TO:	

100 Downtown Plaza	100 Downtown Plaza
Fairmont	Fairmont
MN	MN
United States	United States
56031	56031

This agreement describes the products and/or services to be provided and/or licensed by the Customer at the address below. Prior to installation and/or use, an authorized representative of the Customer must agree to the terms and conditions of the License Agreement(s) associated with the product(s) listed below (provided separately).

Account Name: City of Fairmont, MN Contact Name: Matthew York	Title: Public Works Director Email: myork@fairmont.org						
No. Product Details 1 Elements XS Annual Subscription - Municipal Tier 1 EXS-M-T1	Quantity 1	List Price \$ 15,000.00	Discount \$ 0.00	Tota l \$ 15,000.00			
Elements XS Annual Subscription. Enterprise License; includes unlimited named users. Subscription renews annually beginning 12 months after installation.							
2 811 Annual Subscription 811-ANNUAL	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00			
Annual subscription fee for 811 integration							
3 Professional Services - 811 Configuration PS-INT-811	1	\$ 5,500.00	\$ 0.00	\$ 5,500.00			
Elements XS 811 integration with positive response where required by law.							
4 Professional Services - Data Migration PS-DATA	1	\$ 6,500.00	\$ 0.00	\$ 6,500.00			
Data Migration Services from Brightly							
5 Professional Services - Third Party Integration PS-INT-THRD	1	\$ 8,000.00	\$ 0.00	\$ 8,000.00			
Integration with Springbrook as described below.							
6 Asset Management Onboarding Services EXS-ONB-AM	1	\$ 77,500.00	\$ 0.00	\$ 77,500.00			
Fixed price for Elements XS onboarding services as outlined below.							
			Sub Total Tax	\$ 116,000.00 \$ 0.00			
			Adjustment	\$ 0.00			
		G	irand Total	\$ 116,000.00			

Payment Terms

Elements XS Annual Subscription and 811: \$18,500 (first year), due upon contracting. Subscription renews annually, beginning 12 months after date of installation.

Elements XS Onboarding, Training and Professional Services (total \$97,500): 75% due upon contracting (\$73,125), remaining 25% due after project acceptance/go-live date (\$24,375).

Onboarding Services Included

Applied toward "Standard Deliverables" as outlined below.

Scope:

Divisions - Electric, Fleet, Streets, Parks, Water Distribution, Water Treatment, Wastewater Collections, Stormwater, and Wastewater Treatment

Integrations - 811 and Springbrook

Data conversion - Brightly

Brightly: Data Migration Services from Brightly to Elements XS. The City of Fairmont is responsible for supplying historical data and data mapping information. This includes, but is not limited to, details on service orders, work items, task types, labor, equipment, inventory, and contractor information. The Elements XS historical data mapping spreadsheet will be used for these imports, unless the City of Fairmont and Novotx Professional Services agree on alternate arrangements.

Springbrook: Custom Workflow Development for one-way Springbrook data exchange. The method of data exchange between Novotx and the City of Fairmont will be reviewed to assess feasibility with the third-party application. This process will consider various data exchange methods, including but not limited to APIs, Webhooks, or flat file transfers. Workflows will be designed based on the most suitable method determined during the review.

The items below are included with a standard deployment of Elements XS.

What's Included

Pre-Installation Items

- Business process review and consultation for best practices with Elements XS
- Review IT infrastructure
- Review GIS infrastructure Review Reporting Requirements

Installation

• Installation of Elements XS

Map Integration

- Integration of one map viewer in Elements XS
- Configuration to load map-based (GIS) assets from map viewer
- Training to Configure GIS Layers in Elements

Deployment of the following workflows:

- Create Service Order from GIS Asset
- Report a GIS Problem from Map
- Select Multiple Assets from Map using the Elements Select Tool Add GIS Asset Relationships to Tasks
- Zoom to GIS Assets

General Application Setup

- Setting up company, department, and division structure o Setup of default navigation menus
- Configure SMTP settings for Email notifications
- Active Directory Integration with LDAP

Service Orders Setup

- Configuration of Default Statuses
 - O 1 Pending
 - O 2 In Progress
 - O 3 Ready for Review
 - O 4 Complete
 - O 5 Cancelled
- Configuration of Default Priorities:
 - **O** 1 Low
 - O 2 Medium
 - **O** 3 High
 - O 4 Emergency

Delivery of standard Service Order templates using default Status and Priority configurations

Training on the following items:

- Configure custom application menus
- Configure service order templates
- Configure preventive and routine maintenance schedules
- Configure users and user permissions
- Configure basic Elements XS workflows
- Configure custom Service Order Task Status and Priority types
- Configuration of custom Elements XS forms
- Configuration of default Service Order Task assignments
- One-Time Data Imports (Includes Test Imports and Data Validations)
 - Non-spatial assets
- Inventory Items (materials, equipment).
 Utility Billing Integration (as specified on Sales Agreement)
 Standard Reports and Dashboards
 Service Orders & Work Management Reports
 - Task Charges

- Task Contractor Usage
- Task Costs
- Task Equipment Usage
- Task Labor Usage
- Task Material Usage
- Inventory Reports
 - Purchase Order Details
 - Item Receiving Details
 - Invoice Details
 - Material Usage by Asset Type
 - Contractor Purchase Order History
 - FIFO Valuation Report
 - Item Quantity Transaction History
 - Item Purchase Order History
 - Parts Used by Account / Date
 - Stock Levels Report
 - Vendor Purchase Order History
 - Other Included Reports

 Activities Details

 - Notes Details
 - Phone Calls Details
 - Timesheet Hours
 - System Configuration Reports

What's Not Included

- Installing or configuring Microsoft SQL Server, Esri products, or any other third-party applications that may be required for Elements XS.
- Configuring and/or publishing map or feature services, including query layers
- Configuring Esri web maps, dashboards, or other Esri technology
- Setting up preventive and routine maintenance schedules *
- Setting up asset scoring *
- Setting up service order templates *
- Setting up user accounts and user permissions *
- Setting up custom application menus *
- Setting up basic Elements XS workflows *
- Configuring default assignments for Service Order templates *
- Creation of Elements Advanced Workflows to support custom business process (unless specified in sales agreement)
- Training on creation of Elements Advanced Workflows
- IT setup (opening ports, installing IIS, etc.)
- Creating dynamic forms *
- Creating Custom Reports

* Training on how to configure and use these features is provided

Additional Terms

The License Fees for the Software provided under this Agreement shall increase annually by a fixed rate of three percent (3%) on each anniversary of the Subscription Effective Date.

Required Licensing:

All Elements XS deployments require Esri's ArcGIS Enterprise and/or an active subscription to ArcGIS Online. On-premise deployments also require Microsoft SQL Server and a standard Windows server operating environment. Pricing in this agreement does not include these products and Customer is responsible for purchasing, installing, and maintaining these applications.

Scope Limitations & Additional Services

For all items beyond the original project scope, additional professional services are billed at \$1,800 per day (\$225 per hour). Services beyond the project scope must be approved by Customer prior to services being performed and will be billed separately. Services beyond the scope of this agreement include:

- Any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Elements XS applications that provide specific functionality uniquely designed for the Licenses
- Consulting services for Custom Applications or Custom Programming performed specifically for the Licensee
- Historical data imports require the customer to provide data to Novotx in a tabular format following a template provided by Novotx

Any service items discussed during product demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed as deliverables.

On-Site Travel

Unless specified otherwise, all on-site trips will be billed at a cost of \$5,500 per trip. This cost is inclusive of all travel costs and Novotx staff time.

Sales Tax

Customer agrees to pay any and all applicable sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement. It is the customers responsibility to pay any and all applicable taxes if the customer is not tax exempt.

Past Due Payment and Client Inactivity

Client Inactivity or Disengagement

When a client chooses to disengage or becomes non-responsive during an implementation process, Novotx will notify the customer and provide 30 business days to re-open active communication. If active communication is not maintained, Novotx will cease work on the project and the client will be required to pay 50% of their annual subscription fees to re-initiate the project. Upon re-initialization, the project will be moved "to the back of the line" and re-prioritized based upon Novotx workload and resources.

Project Acceptance / Transition to Support

When work has been completed on a project and project acceptance documents have been sent to the client, if the client does not respond within 5 business days, the project will be marked as "accepted", and an invoice will be sent to the client for any outstanding project balances.

Past Due Fees for Services Rendered

When services have been rendered by Novotx and an invoice for the rendered services becomes past due, users will not be able to login or utilize Novotx products until the past due invoices have been paid in full.

Past Due Subscription Fees

In addition to users being unable to login to the application when a subscription fee is past due, if a subscription fee becomes 30 days past due the customer will be required to pay the current market value for the past due subscription plus an additional 50% to reactivate the subscription. Additionally, subscription dates will not be adjusted to accommodate for lost production time or inability to use software resulting from past due payments.

Purchase Authorization

B١	/ signing below,	customer agrees t	o purchase	products and	services	listed above.

<u>Customer</u>					
Printed Name					
Signature		Title		Date	
<u>Novotx Representative</u>					
Printed Name					
Signature		Title		Date	
Novotx Internal Authorizati	ons				
Sales	Onboarding		Technical	Product	

Powering More Effective and Accountable Government

Project Planning & Investment Summary



84

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Current State

The current operations process is too reactive and doesn't allow the city to stay ahead or operate efficiently.

Contributing Factors:

- Utilizing Brightly for asset management but it struggles to integrate w/GIS to maintain necessary data
- Mobile work orders aren't designed for field crews and don't allow for real-time updates which causes the need to use pen/paper
- Continuous cycle of paper work orders being lost, crumpled up, or rained on and unusable
- Struggle to track inventory on hand compared to inventory used which has led to a \$20k - \$30k difference in the PW department and finance department's data at times
- Struggle to track time & cost associated to work which leads to inaccurate data and makes it hard to plan for resources
- The inability to see asset conditions leads to the struggle to track heat maps and areas of concern within the city which doesn't allow for accurately planning tasks

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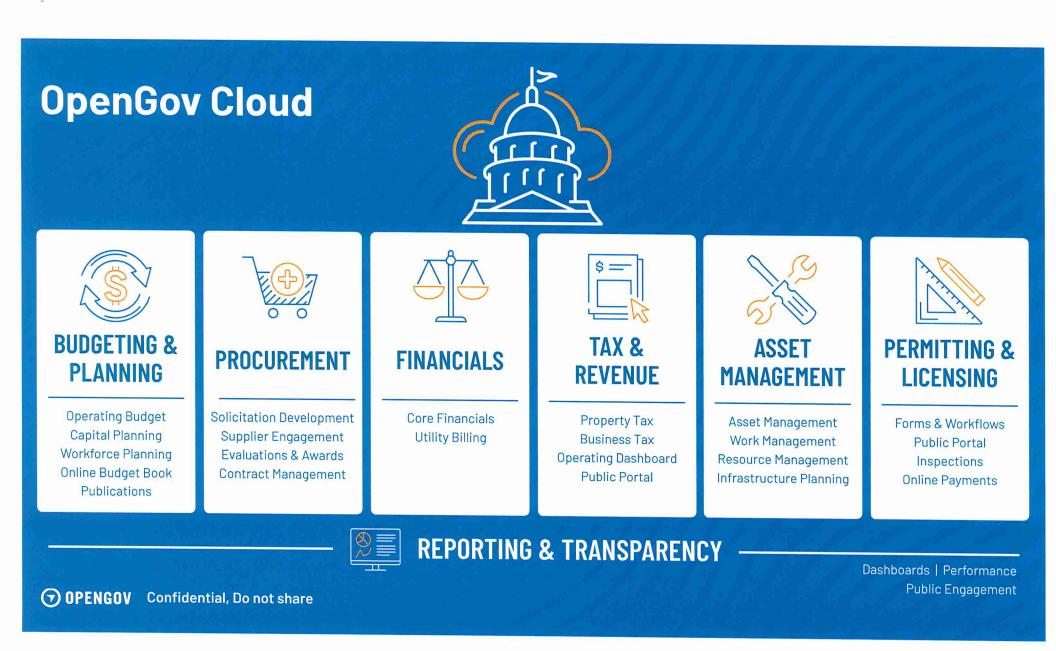
Future State

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The city is looking to implement a new asset and work order management system to drive efficiency in daily operations, and improve data tracking to ultimately maximize the lifespan of each asset.

Desired Capabilities

- Simplistic & User friendly solution
- Centralized system to foster departmental collaboration
- Seamless GIS & 811 integration
- Easy to use mobile tool
 - Complete work orders (real time)
 - Map out assets
 - Paperless inspections
- Easily accessible data & work history
- Track electrical utility assets
- Streamlined Preventative Maintenance Tracking to shift towards proactive approach
- Inventory management to track stock on hand & usage
- Fleet maintenance and inspection tracking
- Advanced Reporting and dashboards to help forecast budget and projects



The Modern Partner for Government







Mission Driven

Cloud-only software built to power more effective and accountable government

Customer Centric

Award-winning, responsive support and customer-driven roadmap

Results Oriented

*80% less time reporting *90% more efficient RFPs *5x faster permit issuance *30% less time on Work Orders

Trusted By Over 1,800 Governments



City of Monticello



City of Champlin



City of Lino Lakes



City of Becker



City of Columbia Heights



City of Golden Valley



City of Hopkins



Wright County

The SAFE and TRUSTED Choice of 2,000+ Governments Minnesota Enterprise Asset Management Partners

- City of Golden Valley, MN
- City of Hokah, MN
- Three Rivers Park District, MN
- Minnesota Department of Natural Resources
- City of Hopkins, MN
- City of Saint Peter, MN
- City of Lino Lakes, MN
- City of Plymouth, MN
- Minneapolis Park and Rec Board, MN

City of Hibbing, MN

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- City of Farmington, MN City of Minnetrista, MN
- City of Mankato, MN
- City of St. Louis Park, MN 🔹 🗕
- City of Brooklyn Park, MN
- City of Maplewood, MN
- City of Lakeville, MN
 - County of Sibley, MN
- County of Wright, MN

- City of Prior Lake, MN
- City of Savage, MN
- City of Becker, MN
- City of Monticello, MN City of Orono, MN
- City of Columbia Heights, MN
- City of Champlin, MN
- City of Rosemont, MN
- City of Blaine, MN
- City of Apple Valley, MN

Proven Results

33% less time spent on inspections

50% less time spent on work planning

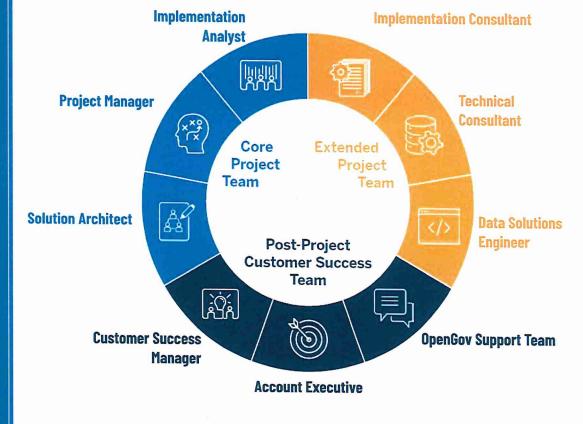
55% increase in work efficiency

5,000+ Implementations

99.9% Uptime

A Team of Experts in Your Corner

- Over 500+ Years of Government Experience
- 8 Stevie Awards for Customer Service Excellence
- Tried and True Thousands of Successful Implementations





ASSETS

<u> ☆ ☆ ☆</u>

Know what you have, where it is, and what condition it's in.

WORK

Create, assign, and track tasks from anywhere with a truly mobile workforce.

RESOURCES

Estimate, assign, and track labor, equipment, materials, and vendors.

INFRASTRUCTURE PLANNING

Model asset scenarios and develop data-driven plans for the future

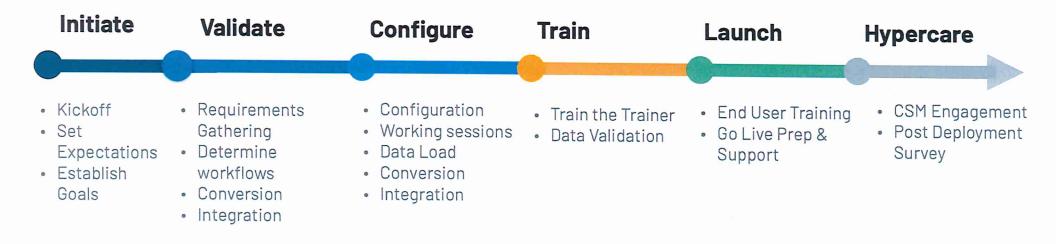
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Cartegraph Asset Management



Implementation Timeline

Support Through the Project and Beyond



Implementation Timeline at City of Fairmont, MN

Base	e.	۳.	

Phase 1	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								month o
Validate	Requirements Gathering, Project Workbook								
Configure	Test conversion, Test integration, Start Up Data upload, GIS integrations								
Train	Train the Trainer, Advanced trainings, Weekly Q&A								
Launch	Go Live Readiness, Production Cut over, Go Live Support, Project Closure								
Customer is r	responsible for attending the kick off of each phase, provid	ing any necessa	ry data for each p of each p	hase, participatin bhase.	ig in working sess	ions during active	phases, and sign	ning off on deliver	ables at the en

Phase 2	Deliverable	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16
Initiate	Project Preparation and Kick Off	a a construction of the second se							intonini ito
Validate	Requirements Gathering, Project Workbook								
Configure	Test conversion. Test integration, Start Up Data upload, GIS integrations								
Train	Train the Trainer, Advanced trainings, Weekly Q&A						the second s		
Launch	Go Live Readiness. Production Cut over, Go Live Support, Project Closure								
Customer is r	esponsible for attending the kick off of each phase, provid	ing any <mark>necessa</mark>	ry data for each p of each p	hase, participatin phase.	g in working sess	ions during active	phases, and sign	ning off on deliver	ables at the end

Implementation Overview at City of Fairmont, MN

Key Deliverables: Please refer to SOW for complete implementation overview

Assets: Includes standard Asset Types ready to deploy

- Facilities Domain
- Parks & Recreation Domain
- Transportation Domain (Fleet)
- Walkability Domain
- Stormwater Domain
- Facilities Domain
- Signals Domain
- Water Distribution
- Water Treatment Plant Domain
- Wastewater Collection Domain
- Wastewater Treatment Plant Domain

Add-ons:

• 8 Custom Electrical Utility asset types

Integrations:

• MN 811

Data Conversion:

• Brightly Assets, equipment, work history, total costs, attachments, materials, qoh

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Rollout:

- Phase 1: Wastewater Collection, Wastewater Treatment Plant, Transportation, Water Treatment Plant, Stormwater,, 5 Custom Electrical Assets, MN 811, Brightly data conversion, MS4 Configuration
- Phase 2: Water Distribution, Parks and Recreation, Facilities, Walkability, Signals, Fleet, 3 Custom Assets, Brightly data conversion

Training:

- Remote Requirements Gathering Event
- 3-day onsite Train the Trainer Event
- Remote Go-Live Event

Functional Areas:

- Request Management
- Work Management
- Asset Management
- Resource Management (Inventory)
- Mobile Application
- Administrator Functions
- Reporting
- MS4 configuration
- Internal Requests
- Preventative Maintenance Plans
- Advanced Materials Management
- Asset Inspections & Conditions
- Dashboarding

Asset Management Proposal at the City of Fairmont, MN

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Enterprise Asset Management. All Future Software Enhancements, Fixes, Updates

OpenGov Proposal - City of Fairmont, MN										
Subscription Year	Months	Software	Professional Services	Annual Total						
July 1, 2024 - December 31, 2024	6	\$31,326.00	\$145,140.00	\$176,466.00						
January 1, 2025 - December 31, 2025	12	\$65,784.60	\$0.00	\$65,784.60						
January 1, 2026 - December 31, 2026	12	\$69,073.83	\$0.00	\$69,073.83						

OpenGov Pricing Includes:

Travel & Expenses Estimated at \$5,600

- Unlimited users, data storage, volume of work orders, inspections, and inventory across the City
- Internal Requests, Preventative maintenance plans, Asset Condition Manager, Advanced Material Management, MS4 configuration, MN 811 integration, Custom Electrical Utility assets, & Brightly data conversion, Mobile app
- 20% Software discount
- 10% Professional Services discount
- Annual support & maintenance in addition to all future product features and enhancements

*Additional discounting available if multiple years paid up front

*Proposal based on a completed agreement on/before July 1, 2024 **Standard Terms: NET30; Billed Annually - In Advance



STAFF MEMO

Prepared by:	Meeting Date:	Consent Agenda Item	Agenda Item #						
Tyler Cowing, Civil Engineer	05/12/2025	Regular Agenda Item	9.B.2						
		Public Hearing							
Reviewed by:	Item: Consideration to Award the 2025 Lake Avenue								
Jeff O'Neill, Interim City	Reconstruction B	id							
Administrator									
Presented by:	Action Requested:								
Tyler Cowing, Civil Engineer	Option #1: Motion to Award the Base Bid for the 2025 Lake								
	Avenue Reconstruction to Low Bidder ICON, LLC of Dodge								
	Center, MN without Alternate A (without Path), Contingent								
	upon MnDOT Approval and to Adopt Resolution 2025-19								
	Option #2: Motic	on to Award the Base Bid fo	r the 2025 Lake						
	Avenue Reconstr	uction to Low Bidder ICON,	LLC of Dodge						
	Center, MN <u>with</u>	Alternate A (with Path), Co	ntingent upon						
	MnDOT Approva	l and to Adopt Resolution 2	025-19A						
Vote Required:	Staff Recommen	ded Action: Approval							
🛛 Simple Majority									
🛛 Two Thirds Vote	Board/Commission/Committee Recommendation:								
🔲 Roll Call									
PREVIOUS COUNCIL ACTION	1								

PREVIOUS COUNCIL ACTION

At the February 24th City Council meeting, a motion to approve the ordering of the preparation of plans and advertising of bids for the 2025 Improvement Program was made. The 2025 Lake Avenue Reconstruction project was part of this improvement program.

REFERENCE AND BACKGROUND

A bid opening for the 2025 Lake Avenue Reconstruction was held on Thursday, May 8th at 10:00 a.m. The City received three bids with ICON, LLC being the low bidder at \$6,399,157.40 for the base bid and \$106,812.00 Alternate A – Shared Use Path. The engineer's estimate was \$6,394,333.00 for the base bid and \$83,623.60 for the alternate bid. City Staff and Bolton & Menk are recommending awarding the base bid to ICON, LLC and adding the alternate shared use path if the city council desires to complete the path.

City staff will be meeting with the County Board on May 15th requesting a financial contribution to this project equal to the added cost to shift old tile storm water to a combined system. City staff believe there is a significant benefit and mitigation of risk that comes with replacing the tile versus protecting it in place. There is also significant benefit to the County as the new system allows the County to avoid a costly repair at some point in the future. As has been noted, the project involves replacing a 70-year-old tile running along the edge of the roadway. This tile is old, but there is probably some useful life remaining. However, the road needs to be replaced today, and it is likely that the construction activity could damage the old tile leaving the City with the potential responsibility for replacing it. Additionally, the cost to protect the old tile during construction would be expensive lending more reason to simply replace it via the City storm water line set at a lower depth.

Replacement of the old tile means that the Ditch Authority will have escaped a huge cost to replace the tile at some point in the coming years. So, there is a significant benefit to the Ditch Authority that comes with replacement of the existing tile through this project.

In summary:

- If the old tile is removed and replaced, the old tile will not need to be protected during construction. Even if protected there is no guarantee that the protection would be effective.
- If the tile is damaged during construction, the City would be responsible for fixing the tile and the road surface damage that would occur during the repair.
- Installing a system to replace the old tile requires deeper construction at a total cost of \$75,000. This added cost could be construed as insurance against a much larger expense that the City could occur if the tile is damaged during construction.
- The old tile has some useful life remaining. However, with the City replacing it today, the County avoids a very large future expense.
- Both City and County benefit from replacing the old tile. In the spirit of collaboration, it is hoped that the County will see its way clear to pay for all or a portion of the \$75,000

BUDGET IMPACT

The Lake Avenue reconstruction was included in the 2025 Street Improvement Program budget and will be spread across improvement program bonds, local road improvement grants, municipal state aid street funds, and street assessments.

SUPPORTING DATA/ATTACHMENTS

Project Recommendation and Bid Abstract Resolution 2025-19 (BASE BID ONLY) Resolution 2025-19A (BASE BID with Alternate A)



Real People. Real Solutions.

1501 South State Street Suite 100 Fairmont, MN 56031

Phone: (507) 238-4738 Bolton-Menk.com

May 8, 2025

Honorable Mayor and City Council City of Fairmont 100 Downtown Plaza Fairmont, MN 56031

RE: Project Recommendation and Bid Abstract Lake Avenue Reconstruction S.A.P. 123-111-012 Fairmont, Minnesota BMI Project No.: 24X.135344.000

Honorable Mayor and City Council:

The bid letting for the above-referenced project was held on May 8, 2025, at 10:00 a.m. Three bids were received and read. In accordance with contract requirements, a unit price bid tabulation was prepared. Based upon the tabulation of actual unit prices, the low bidder for the project is ICON, LLC of Dodge Center, Minnesota. A breakdown of the total bid amounts and the engineer's estimate is as follows. A detailed tabulation of the bids is also included.

<u>Bidders</u>	Base Bid Total	Alternate A - Shared Use Path
ICON, LLC	\$6,399,157.40	\$106,812.00
R & R Excavating, Inc.	\$7,754,939.44	\$147,294.88
Duininck, Inc.	\$8,127,895.27	\$139,801.09
Engineer's Estimate	\$6,394,333.00	\$83,623.60

The total amount of the low bid for the Base Bid is \$6,399,157.40, which is \$4,824.40 above the engineer's estimate. The total amount of the low bid for Alternate A - Shared Use Path is \$106,812.00, which is \$23,188.40 above the engineer's estimate.

We believe it would be in the City's best interest to proceed with these improvements at this time. We believe that the bids received are competitive and responsive and that rebidding the project would not provide significant cost savings. The shared use path was bid as an alternate so the Council will need to decide on whether to approve this as part of the overall project.

Honorable Mayor and City Council May 8, 2025 Page 2

Therefore, at this time, and with the understanding that the contractor will provide the necessary bonds and insurance as required by the contract, we recommend that the City proceed with this project and award the contract to ICON, LLC in the amount of \$6,399,157.40 for the Base Bid. The Council can decide to award the bid for Alternate A in the amount of \$106,812.00 and it would be added into the overall project.

The project award will be contingent on the City finalizing the LRIP grant agreement with the State of Minnesota.

Please feel free to contact me if you have any questions or need additional information.

Sincerely, Bolton & Menk, Inc.

Troy Nemmers, P.E. Senior Project Manager

cc: Matthew York, Director of Public Works/Utilities

Encl.

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Lake Avenue Reconstruction (MSAS 111)

S.A.P. 123-111-012

City of Fairmont, MN

BMI Project Number 24X135344000

		e: 5/8/2025 e: 10:00 AM					1		2		3	
					Engineer's Es	timate	ICON, L	LC	R & R Excavat	ting, Inc.	Duininck,	Inc.
ITEM	MnDOT		APPROX.		Bolton & Mei	nk, Inc.	Dodge Center,	Minnesota	Hutchinson, N	linnesota	Prinsburg, Mi	nnesota
NO.	SPEC NO.	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT						
1	2021.501	MOBILIZATION	1.00	LUMP SUM	\$296,000.00	\$296,000.00	\$250,000.00	\$250,000.00	\$317,077.71	\$317,077.71	\$465,000.00	\$465,000.00
2		CLEARING	3.00	EACH	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$1,250.00	\$3,750.00	\$1,000.00	\$3,000.00
3		GRUBBING	3.00	EACH	\$750.00	\$2,250.00	\$1,000.00	\$3,000.00	\$1,250.00	\$3,750.00	\$250.00	\$750.00
4	2102.503	PAVEMENT MARKING REMOVAL	376.00	LIN FT	\$0.90	\$338.40	\$2.00	\$752.00	\$0.80	\$300.80	\$1.00	\$376.00
5	2104.502	REMOVE MANHOLE	23.00	EACH	\$400.00	\$9,200.00	\$400.00	\$9,200.00	\$442.07	\$10,167.61	\$550.00	\$12,650.00
6	2104.502	REMOVE CATCH BASIN	18.00	EACH	\$350.00	\$6,300.00	\$400.00	\$7,200.00	\$404.01	\$7,272.18	\$350.00	\$6,300.00
7	2104.502	REMOVE GATE VALVE & BOX	8.00	EACH	\$200.00	\$1,600.00	\$50.00	\$400.00	\$161.24	\$1,289.92	\$200.00	\$1,600.00
8	2104.502	SALVAGE SIGN	22.00	EACH	\$50.00	\$1,100.00	\$100.00	\$2,200.00	\$50.00	\$1,100.00	\$50.00	\$1,100.00
9	2104.502	SALVAGE MAILBOX	17.00	EACH	\$50.00	\$850.00	\$100.00	\$1,700.00	\$94.90	\$1,613.30	\$100.00	\$1,700.00
10	2104.502	SALVAGE BOLLARD	3.00	EACH	\$50.00	\$150.00	\$100.00	\$300.00	\$358.51	\$1,075.53	\$150.00	\$450.00
11	2104.502	SALVAGE POST	1.00	EACH	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
12	2104.502	REMOVE HYDRANT	5.00	EACH	\$400.00	\$2,000.00	\$50.00	\$250.00	\$257.99	\$1,289.95	\$225.00	\$1,125.00
13	2104.503	REMOVE WATERMAIN	100.00	LIN FT	\$4.00	\$400.00	\$10.00	\$1,000.00	\$10.53	\$1,053.00	\$5.00	\$500.00
14	2104.503	REMOVE STORM SEWER PIPE	3310.00	LIN FT	\$10.00	\$33,100.00	\$20.00	\$66,200.00	\$17.98	\$59,513.80	\$12.00	\$39,720.00
15	2104.503	REMOVE SANITARY SEWER PIPE	275.00	LIN FT	\$5.00	\$1,375.00	\$5.00	\$1,375.00	\$6.95	\$1,911.25	\$5.00	\$1,375.00
16	2104.503	SAWING CONCRETE PAVEMENT	8587.00	LIN FT	\$5.00	\$42,935.00	\$0.01	\$85.87	\$0.01	\$85.87	\$4.25	\$36,494.75
17	2104.503	SAWING BITUMINOUS PAVEMENT	32.00	LIN FT	\$4.00	\$128.00	\$0.01	\$0.32	\$2.50	\$80.00	\$2.50	\$80.00
18	2104.503	REMOVE CURB & GUTTER	5450.00	LIN FT	\$3.00	\$16,350.00	\$3.00	\$16,350.00	\$6.05	\$32,972.50	\$5.00	\$27,250.00
19	2104.504	REMOVE BITUMINOUS PAVEMENT	22500.00	SQ YD	\$2.50	\$56,250.00	\$5.00	\$112,500.00	\$12.32	\$277,200.00	\$23.00	\$517,500.00
20	2104.504	REMOVE CONCRETE PAVEMENT	840.00	SQ YD	\$15.00	\$12,600.00	\$8.00	\$6,720.00	\$15.93	\$13,381.20	\$15.00	\$12,600.00
21	2105.607	SUBGRADE EXCAVATION (EV)	986.00	CU YD	\$19.00	\$18,734.00	\$20.00	\$19,720.00	\$23.02	\$22,697.72	\$18.00	\$17,748.00
22	2106.507	EXCAVATION - COMMON (P)	15223.00	CU YD	\$14.00	\$213,122.00	\$20.00	\$304,460.00	\$26.97	\$410,564.31	\$21.00	\$319,683.00
23	2106.507	SELECT GRANULAR EMBANKMENT (CV)	3287.00	CU YD	\$18.00	\$59,166.00	\$40.00	\$131,480.00	\$53.99	\$177,465.13	\$48.00	\$157,776.00
24	2106.507	STABILIZING AGGRETATE (CV)	986.00	CU YD	\$45.00	\$44,370.00	\$25.00	\$24,650.00	\$63.72	\$62,827.92	\$42.00	\$41,412.00
25	2106.607	EXCAVATION SPECIAL (EV)	100.00	CU YD	\$35.00	\$3,500.00	\$15.00	\$1,500.00	\$46.29	\$4,629.00	\$19.00	\$1,900.00
26	2106.607	HAUL & DISPOSE OF CONTAMINATED MATERIAL (LV)	150.00	CU YD	\$45.00	\$6,750.00	\$75.00	\$11,250.00	\$18.82	\$2,823.00	\$75.00	\$11,250.00
27	2108.604	GEOTEXTILE FABRIC TYPE V	2958.00	SQ YD	\$3.00	\$8,874.00	\$2.00	\$5,916.00	\$2.13	\$6,300.54	\$1.75	\$5,176.50
28	2118.509	AGGREGATE SURFACING CLASS 2	223.00	TON	\$40.00	\$8,920.00	\$60.00	\$13,380.00	\$36.21	\$8,074.83	\$48.00	\$10,704.00
29	2118.609	TEMPORARY AGGREGATE SURFACING	1385.00	TON	\$7.50	\$10,387.50	\$20.00	\$27,700.00	\$7.75	\$10,733.75	\$15.00	\$20,775.00

Lake Avenue Reconstruction (MSAS 111)

S.A.P. 123-111-012

City of Fairmont, MN

BMI Project Number 24X135344000

	Bid Date: 5/8/2025 Bid Time: 10:00 AM						1		2		3	
					Engineer's Est	imate	ICON, L	LC	R & R Excavat	ting, Inc.	Duininck,	Inc.
ITEM	MnDOT		APPROX.		Bolton & Men	k, Inc.	Dodge Center, N	vlinnesota	Hutchinson, M	linnesota	Prinsburg, Mi	nnesota
NO.	SPEC NO.	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
30	2123.610 EXPLORA	ORY EXCAVATION	15.00	HOUR	\$500.00	\$7,500.00	\$750.00	\$11,250.00	\$698.47	\$10,477.05	\$600.00	\$9,000.00
31	2130.523 WATER		400.00	MGAL	\$5.50	\$2,200.00	\$35.00	\$14,000.00	\$20.38	\$8,152.00	\$35.00	\$14,000.00
32	2131.506 CALCIUM	CHLORIDE SOLUTION	6000.00	GAL	\$2.28	\$13,680.00	\$2.25	\$13,500.00	\$2.08	\$12,480.00	\$2.25	\$13,500.00
33	2211.509 AGGREGA	TE BASE CLASS 5	9472.00	TON	\$22.00	\$208,384.00	\$18.00	\$170,496.00	\$39.21	\$371,397.12	\$33.00	\$312,576.00
34	2301.504 CONCRET	E PAVEMENT 8.0"	19950.00	SQ YD	\$90.00	\$1,795,500.00	\$96.00	\$1,915,200.00	\$87.23	\$1,740,238.50	\$100.86	\$2,012,157.00
35	2360.509 TYPE SP 9	.5 WEARING COURSE MIX (2,B)	12.00	TON	\$95.00	\$1,140.00	\$275.00	\$3,300.00	\$210.00	\$2,520.00	\$550.00	\$6,600.00
36	2360.509 TYPE SP 1	2.5 NON WEAR COURSE MIX (2,B)	12.00	TON	\$90.00	\$1,080.00	\$275.00	\$3,300.00	\$210.00	\$2,520.00	\$550.00	\$6,600.00
37	2411.607 CONTROL	DENSITY HYDRAULIC FILL	76.00	CU YD	\$250.00	\$19,000.00	\$350.00	\$26,600.00	\$207.60	\$15,777.60	\$200.00	\$15,200.00
38	2411.618 MODULA	R BLOCK RETAINING WALL	968.00	SQ FT	\$55.00	\$53,240.00	\$75.00	\$72,600.00	\$41.70	\$40,365.60	\$70.00	\$67,760.00
39	2451.507 GRANULA	R BACKFILL (LV)	1600.00	CU YD	\$42.00	\$67,200.00	\$23.00	\$36,800.00	\$0.54	\$864.00	\$28.00	\$44,800.00
40	2451.507 COARSE A	GGREGATE BEDDING (CV)	800.00	CU YD	\$75.00	\$60,000.00	\$1.00	\$800.00	\$1.07	\$856.00	\$65.00	\$52,000.00
41	2452.601 TEMPORA	RY VERTICAL SHORING	1.00	LUMP SUM	\$75,000.00	\$75,000.00	\$3,000.00	\$3,000.00	\$9.96	\$9.96	\$50,000.00	\$50,000.00
42	2501.502 15" RC PI	PE APRON	1.00	EACH	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$1,883.58	\$1,883.58	\$1,050.00	\$1,050.00
43	2502.603 4" PERF P	E PIPE DRAIN	7800.00	LIN FT	\$13.00	\$101,400.00	\$12.00	\$93,600.00	\$30.27	\$236,106.00	\$9.50	\$74,100.00
44	2503.503 15" PIPE S	EWER	2461.00	LIN FT	\$75.00	\$184,575.00	\$60.00	\$147,660.00	\$92.74	\$228,233.14	\$92.00	\$226,412.00
45	2503.503 18" PIPE S	EWER	443.00	LIN FT	\$80.00	\$35,440.00	\$65.00	\$28,795.00	\$147.62	\$65,395.66	\$100.00	\$44,300.00
46	2503.503 24" RC PI	PE SEWER DESIGN 3006 CLASS III	870.00	LIN FT	\$105.00	\$91,350.00	\$80.00	\$69,600.00	\$162.96	\$141,775.20	\$130.00	\$113,100.00
47	2503.503 30" RC PI	PE SEWER DESIGN 3006 CLASS III	745.00	LIN FT	\$125.00	\$93,125.00	\$105.00	\$78,225.00	\$197.41	\$147,070.45	\$165.00	\$122,925.00
48	2503.503 36" RC PI	PE SEWER DESIGN 3006 CLASS III	885.00	LIN FT	\$150.00	\$132,750.00	\$130.00	\$115,050.00	\$235.87	\$208,744.95	\$225.00	\$199,125.00
49	2503.503 6" PVC PI	PE SEWER SDR 35	2098.00	LIN FT	\$50.00	\$104,900.00	\$40.00	\$83,920.00	\$18.13	\$38,036.74	\$83.00	\$174,134.00
50	2503.503 8" PVC PI	PE SEWER SDR 35	1696.00	LIN FT	\$60.00	\$101,760.00	\$70.00	\$118,720.00	\$107.18	\$181,777.28	\$95.00	\$161,120.00
51	2503.503 10" PVC P	IPE SEWER SDR 35	2485.00	LIN FT	\$70.00	\$173,950.00	\$115.00	\$285,775.00	\$113.27	\$281,475.95	\$125.00	\$310,625.00
52	2503.602 CONNECT	TO EXISTING STORM SEWER	14.00	EACH	\$500.00	\$7,000.00	\$1,500.00	\$21,000.00	\$2,229.20	\$31,208.80	\$900.00	\$12,600.00
53	2503.602 CONNECT	TO EXISTING SANITARY SEWER	6.00	EACH	\$500.00	\$3,000.00	\$2,500.00	\$15,000.00	\$2,219.29	\$13,315.74	\$1,675.00	\$10,050.00
54	2503.602 CONNECT	TO EXISTING SANITARY MANHOLE	1.00	EACH	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$4,051.40	\$4,051.40	\$5,700.00	\$5,700.00
55	2503.602 8"X6" SAM	IITARY WYE	1.00	EACH	\$650.00	\$650.00	\$550.00	\$550.00	\$7,382.16	\$7,382.16	\$1,625.00	\$1,625.00
56	2503.602 10"X6" SA	NITARY WYE	38.00	EACH	\$950.00	\$36,100.00	\$650.00	\$24,700.00	\$5,136.62	\$195,191.56	\$1,925.00	\$73,150.00
57	2503.602 SANITARY	SEWER I & I BARRIER	14.00	EACH	\$250.00	\$3,500.00	\$200.00	\$2,800.00	\$204.26	\$2,859.64	\$300.00	\$4,200.00
58	2503.603 DRAIN TIL	E TELEVISING	2760.00	LIN FT	\$3.25	\$8,970.00	\$4.00	\$11,040.00	\$1.00	\$2,760.00	\$2.00	\$5,520.00

Lake Avenue Reconstruction (MSAS 111)

S.A.P. 123-111-012

City of Fairmont, MN

BMI Project Number 24X135344000

		e: 5/8/2025 e: 10:00 AM					1		2		3	
					Engineer's Est	imate	ICON, L	LC	R & R Excava	ting, Inc.	Duininck,	, Inc.
ITEM	MnDOT		APPROX.		Bolton & Men	k, Inc.	Dodge Center,	Minnesota	Hutchinson, N	linnesota	Prinsburg, Mi	nnesota
NO.	SPEC NO.	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
59	2503.603	DRAIN TILE REPAIR	50.00	LIN FT	\$50.00	\$2,500.00	\$25.00	\$1,250.00	\$61.40	\$3,070.00	\$35.00	\$1,750.00
60		TEMPORARY WATER SERVICE	1.00	LUMP SUM	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$73,790.11	\$73,790.11	\$30,000.00	\$30,000.00
61		CONNECT TO EXISTING WATERMAIN	5.00	EACH	\$1,500.00	\$7,500.00	\$2,000.00	\$10,000.00	\$4,296.63	\$21,483.15	\$2,100.00	\$10,500.00
62		HYDRANT	9.00	EACH	\$4,000.00	\$36,000.00	\$7,300.00	\$65,700.00	\$10,837.13	\$97,534.17	\$7,350.00	\$66,150.00
63	2504.602	1" CORPORATION STOP & SADDLE	36.00	EACH	\$450.00	\$16,200.00	\$450.00	\$16,200.00	\$3,133.18	\$112,794.48	\$550.00	\$19,800.00
64		1" CURB STOP & BOX	36.00	EACH	\$750.00	\$27,000.00	\$600.00	\$21,600.00	\$470.16	\$16,925.76	\$625.00	\$22,500.00
65		1" WATER SERVICE (TRENCHLESS)	1905.00	EACH	\$45.00	\$85,725.00	\$30.00	\$57,150.00	\$0.01	\$19.05	\$70.00	\$133,350.00
66		6" GATE VALVE & BOX	12.00	EACH	\$2,500.00	\$30,000.00	\$2,900.00	\$34,800.00	\$2,982.84	\$35,794.08	\$2,650.00	\$31,800.00
67		8" GATE VALVE & BOX	2.00	EACH	\$3,500.00	\$7,000.00	\$3,900.00	\$7,800.00	\$5,295.91	\$10,591.82	\$4,000.00	\$8,000.00
68		12" GATE VLAVE & BOX	7.00	EACH	\$4,500.00	\$31,500.00	\$5,900.00	\$41,300.00	\$8,810.56	\$61,673.92	\$6,800.00	\$47,600.00
69		6" PVC WATERMAIN	368.00	LIN FT	\$65.00	\$23,920.00	\$45.00	\$16,560.00	\$21.16	\$7,786.88	\$95.00	\$34,960.00
70	2504.603	8" PVC WATERMAIN	174.00	LIN FT	\$85.00	\$14,790.00	\$55.00	\$9,570.00	\$81.84	\$14,240.16	\$85.00	\$14,790.00
71	2504.603	12" PVC WATERMAIN	3953.00	LIN FT	\$100.00	\$395,300.00	\$75.00	\$296,475.00	\$99.42	\$393,007.26	\$115.00	\$454,595.00
72	2504.603	12 " WATERMAIN DUCTILE IRON CL 52	50.00	LIN FT	\$110.00	\$5,500.00	\$125.00	\$6,250.00	\$168.16	\$8,408.00	\$165.00	\$8,250.00
73	2504.608	WATERMAIN FITTINGS	1928.00	POUNDS	\$20.00	\$38,560.00	\$12.00	\$23,136.00	\$14.85	\$28,630.80	\$18.00	\$34,704.00
74	2506.502	CASTING ASSEMBLY, R-1642	20.00	EACH	\$1,000.00	\$20,000.00	\$1,300.00	\$26,000.00	\$1,779.84	\$35,596.80	\$750.00	\$15,000.00
75	2506.502	CASTING ASSEMBLY, R-2510-A	6.00	EACH	\$1,000.00	\$6,000.00	\$2,000.00	\$12,000.00	\$2,027.48	\$12,164.88	\$1,200.00	\$7,200.00
76	2506.502	CASTING ASSEMBLY, R-3067-L	40.00	EACH	\$750.00	\$30,000.00	\$1,000.00	\$40,000.00	\$953.72	\$38,148.80	\$975.00	\$39,000.00
77	2506.502	CASTING ASSEMBLY, R-3067-VB	4.00	EACH	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$953.73	\$3,814.92	\$975.00	\$3,900.00
78	2506.502	CASTING ASSEMBLY, R-1642-G	14.00	EACH	\$1,100.00	\$15,400.00	\$1,600.00	\$22,400.00	\$1,779.84	\$24,917.76	\$925.00	\$12,950.00
79	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4003	24.00	LIN FT	\$300.00	\$7,200.00	\$530.00	\$12,720.00	\$415.17	\$9,964.08	\$575.00	\$13,800.00
80	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN R-1	207.24	LIN FT	\$600.00	\$124,344.00	\$550.00	\$113,982.00	\$556.71	\$115,372.58	\$525.00	\$108,801.00
81	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	118.54	LIN FT	\$600.00	\$71,124.00	\$530.00	\$62,826.20	\$590.98	\$70,054.77	\$450.00	\$53,343.00
82	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	93.85	LIN FT	\$1,000.00	\$93,850.00	\$680.00	\$63,818.00	\$916.56	\$86,019.16	\$700.00	\$65,695.00
83	2506.503	CONSTRUCT SANITARY MANHOLE DESIGN 4007	208.20	LIN FT	\$600.00	\$124,920.00	\$570.00	\$118,674.00	\$502.86	\$104,695.45	\$525.00	\$109,305.00
84	2506.602	SAFL BAFFLE	1.00	EACH	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$12,596.03	\$12,596.03	\$7,000.00	\$7,000.00
85	2506.602	JELLYFISH VAULT	1.00	EACH	\$110,000.00	\$110,000.00	\$165,000.00	\$165,000.00	\$195,754.33	\$195,754.33	\$160,000.00	\$160,000.00
86	2506.603	REHABILITATE SANITARY MANHOLE	28.00	LIN FT	\$750.00	\$21,000.00	\$750.00	\$21,000.00	\$816.47	\$22,861.16	\$600.00	\$16,800.00
87	2531.503	CONCRETE CURB & GUTTER DESIGN B618	8230.00	LIN FT	\$23.00	\$189,290.00	\$26.00	\$213,980.00	\$22.93	\$188,713.90	\$25.00	\$205,750.00

Lake Avenue Reconstruction (MSAS 111)

S.A.P. 123-111-012

City of Fairmont, MN

BMI Project Number 24X135344000

Bid Date: 5/8/2025 Bid Time: 10:00 AM

		2: 5/8/2025 2: 10:00 AM			1		1		2		3	
					Engineer's Es	stimate	ICON, L	LC	R & R Excavat	ting, Inc.	Duininck,	Inc.
ITEM	MnDOT		APPROX.		Bolton & Me	nk, Inc.	Dodge Center, I	Minnesota	Hutchinson, N	linnesota	Prinsburg, Mi	nnesota
NO.	SPEC NO.	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
88	2531.504	6" CONCRETE DRIVEWAY / PATH PAVEMENT	2200.00	SQ YD	\$90.00	\$198,000.00	\$80.00	\$176,000.00	\$91.49	\$201,278.00	\$90.00	\$198,000.00
89	2533.503	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	200.00	LIN FT	\$14.00	\$2,800.00	\$40.00	\$8,000.00	\$134.28	\$26,856.00	\$75.00	\$15,000.00
90		TEMPORARY MAILBOX	22.00	EACH	\$350.00	\$7,700.00	\$200.00	\$4,400.00	\$244.44	\$5,377.68	\$100.00	\$2,200.00
91	2564.602	INSTALL SALVAGED SIGN	22.00	EACH	\$400.00	\$8,800.00	\$300.00	\$6,600.00	\$250.00	\$5,500.00	\$250.00	\$5,500.00
92	2564.602	INSTALL SALVAGED MAILBOX	17.00	EACH	\$500.00	\$8,500.00	\$300.00	\$5,100.00	\$253.06	\$4,302.02	\$225.00	\$3,825.00
93	2564.602	INSTALL SALVAGED BOLLARD	3.00	EACH	\$400.00	\$1,200.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00
94	2564.602	INSTALL SALVAGED POST	1.00	EACH	\$350.00	\$350.00	\$100.00	\$100.00	\$325.00	\$325.00	\$325.00	\$325.00
95	2563.601	TRAFFIC CONTROL	1.00	LUMP SUM	\$178,000.00	\$178,000.00	\$30,000.00	\$30,000.00	\$10,900.00	\$10,900.00	\$60,000.00	\$60,000.00
96	2564.518	SIGN PANELS TYPE C	96.00	SQ FT	\$75.00	\$7,200.00	\$100.00	\$9,600.00	\$72.00	\$6,912.00	\$72.00	\$6,912.00
97	2564.602	INSTALL SIGN POST	20.00	EACH	\$400.00	\$8,000.00	\$300.00	\$6,000.00	\$325.00	\$6,500.00	\$325.00	\$6,500.00
98	2573.501	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$6,286.80	\$6,286.80	\$2,500.00	\$2,500.00
99	2573.502	STORM DRAIN INLET PROTECTION	71.00	EACH	\$200.00	\$14,200.00	\$50.00	\$3,550.00	\$150.00	\$10,650.00	\$150.00	\$10,650.00
100	2573.503	SEDIMENT CONTROL LOG DITCH CHECK	80.00	LIN FT	\$7.50	\$600.00	\$6.00	\$480.00	\$65.00	\$5,200.00	\$3.10	\$248.00
101	2573.503	MACHINE-SLICED SILT FENCE	1990.00	LIN FT	\$3.00	\$5,970.00	\$3.00	\$5,970.00	\$2.15	\$4,278.50	\$2.00	\$3,980.00
102	2574.507	COMMON TOPSOIL BORROW	1112.00	CU YD	\$45.00	\$50,040.00	\$15.00	\$16,680.00	\$65.44	\$72,769.28	\$70.00	\$77,840.00
103	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	17394.00	LB	\$1.40	\$24,351.60	\$3.00	\$52,182.00	\$1.35	\$23,481.90	\$1.23	\$21,394.62
104	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	1426.00	SQ YD	\$2.25	\$3,208.50	\$3.00	\$4,278.00	\$1.70	\$2,424.20	\$1.78	\$2,538.28
105	2575.605	SEED SOUTHERN BOULEVARD	2.75	ACRE	\$2,000.00	\$5,500.00	\$4,500.00	\$12,375.00	\$4,400.00	\$12,100.00	\$2,452.00	\$6,743.00
106	2575.605	SEED MESIC INSLOPE	1.71	ACRE	\$2,000.00	\$3,420.00	\$4,500.00	\$7,695.00	\$3,990.00	\$6,822.90	\$2,572.00	\$4,398.12
107	2580.501	INTERIM PAVEMENT MARKINGS	1.00	LUMP SUM	\$7,500.00	\$7,500.00	\$0.01	\$0.01	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
108	2582.503	6" SOLID LINE PREFORM THERMO GROUND IN	6793.00	LIN FT	\$2.00	\$13,586.00	\$7.00	\$47,551.00	\$5.50	\$37,361.50	\$5.50	\$37,361.50
109	2582.503	6" BROKEN LINE PREFORM THERMO GROUND IN	5795.00	LIN FT	\$2.00	\$11,590.00	\$7.00	\$40,565.00	\$5.50	\$31,872.50	\$5.50	\$31,872.50
110	2582.503	8" SOLID LINE PREFORM THERMO GROUND IN	2430.00	LIN FT	\$6.00	\$14,580.00	\$8.00	\$19,440.00	\$8.00	\$19,440.00	\$8.00	\$19,440.00
111	2582.503	24" SOLID LINE PREFORM THERMO GROUND IN	32.00	LIN FT	\$10.00	\$320.00	\$20.00	\$640.00	\$19.50	\$624.00	\$19.50	\$624.00
112	2582.518	PAVT MESSAGE PREFORM THERMO GROUND IN	288.00	SQ FT	\$50.00	\$14,400.00	\$30.00	\$8,640.00	\$27.00	\$7,776.00	\$27.00	\$7,776.00
			TOTAL BA	SE BID AMOUNT:		\$6,394,333.00	_	\$6,399,157.40	_	\$7,754,939.44	_	\$8,127,895.27

Lake Avenue Reconstruction (MSAS 111)

S.A.P. 123-111-012

City of Fairmont, MN

BMI Project Number 24X135344000

	Bid Time: 10						1		2		3	
					Engineer's Es	timate	ICON, L	LC	R & R Excavat	ting, Inc.	Duininck,	Inc.
ITEM	MnDOT		APPROX.		Bolton & Me	nk, Inc.	Dodge Center, N	Vinnesota	Hutchinson, M	linnesota	Prinsburg, Mi	nnesota
NO.	SPEC NO.	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ALTERN	IATE A- SHARED U	USE PATH										
113	2531.504 6"	CONCRETE DRIVEWAY / PATH PAVEMENT	99.00	SQ YD	\$90.00	\$8,910.00	\$150.00	\$14,850.00	\$156.58	\$15,501.42	\$120.00	\$11,880.00
114	2531.618 TR	RUNCATED DOMES	95.00	SQ FT	\$65.00	\$6,175.00	\$60.00	\$5,700.00	\$93.71	\$8,902.45	\$80.00	\$7,600.00
115	2574.507 CC	OMMON TOPSOIL BORROW	-186.00	CU YD	\$45.00	-\$8,370.00	\$15.00	-\$2,790.00	\$16.92	-\$3,147.12	\$70.00	-\$13,020.00
116	2575.508 HY	YDRAULIC REINFORCED FIBER MATRIX	-3081.00	LB	\$1.40	-\$4,313.40	\$3.00	-\$9,243.00	\$1.68	-\$5,176.08	\$1.23	-\$3,789.63
117	2575.605 SE	EED SOUTHERN BOULEVARD	-0.48	ACRE	\$2,000.00	-\$960.00	\$4,500.00	-\$2,160.00	\$5,485.67	-\$2,633.12	\$2,452.00	-\$1,176.96
118	2575.605 SE	EED MESIC INSLOPE	-0.31	ACRE	\$2,000.00	-\$620.00	\$4,500.00	-\$1,395.00	\$3,727.74	-\$1,155.60	\$2,572.00	-\$797.32
119	2211.509 AG	GGREGATE BASE CLASS 5	1211.00	TON	\$22.00	\$26,642.00	\$30.00	\$36,330.00	\$34.39	\$41,646.29	\$35.00	\$42,385.00
120	2360.509 TY	(PE SP 9.5 WEARING COURSE MIX (2,C)	624.00	TON	\$90.00	\$56,160.00	\$105.00	\$65,520.00	\$149.61	\$93,356.64	\$155.00	\$96,720.00
			TOTAL ALTERNATE A - SHARED USE PATH	I AMOUNT BID:		\$83,623.60		\$106,812.00	_	\$147,294.88		\$139,801.09

RESOLUTION 2025-19

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

RESOLUTION ACCEPTING BID

LAKE AVENUE RECONSTRUCTION PROJECT CITY OF FAIRMONT, MINNESOTA

WHEREAS, pursuant to an advertisement for bids for the Lake Avenue Reconstruction, bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

BIDDER

AMOUNT OF BID

ICON, LLC: Dodge Center, MN	\$6,399,157.40 Base Bid
R&R Excavating, Inc: Hutchinson, MN	\$7,754,939.44 Base Bid
Duininck, Inc: Worthington, MN	\$8,127,895.27 Base Bid

WHEREAS, it appears that ICON, LLC of Dodge Center, Minnesota is the lowest responsible bidder.

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

- 1. The Mayor and Clerk are hereby authorized and directed to enter into the contract for the Lake Avenue Reconstruction with ICON, LLC of Dodge Center, Minnesota in the name of the City of Fairmont, for the improvements according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk at a cost of \$6,399,157.40.
- 2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

ADOPTED by the City Council this 12th day of May 2025.

Lee. C. Baarts, Mayor

ATTEST:

Betsy Steuber, City Clerk

RESOLUTION 2025-19A

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

RESOLUTION ACCEPTING BID

LAKE AVENUE RECONSTRUCTION PROJECT CITY OF FAIRMONT, MINNESOTA

WHEREAS, pursuant to an advertisement for bids for the Lake Avenue Reconstruction, bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

BIDDER

AMOUNT OF BID

ICON, LLC: Dodge Center, MN	\$6,505,969.40 Base Bid & Alternate A
R&R Excavating, Inc: Hutchinson, MN	\$7,902,234.32 Base Bid & Alternate A
Duininck, Inc: Prinsburg, MN	\$8,267,696.36 Base Bid & Alternate A

WHEREAS, it appears that ICON, LLC of Dodge Center, Minnesota is the lowest responsible bidder.

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

- 1. The Mayor and Clerk are hereby authorized and directed to enter into the contract for the Lake Avenue Reconstruction with ICON, LLC of Dodge Center, Minnesota in the name of the City of Fairmont, for the improvements according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk at a cost of \$6,505,969.40.
- 2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

ADOPTED by the City Council this 12th day of May 2025.

Lee. C. Baarts, Mayor

ATTEST:

Betsy Steuber, City Clerk



STAFF MEMO

Prepared by:	Meeting Date:	Consent Agenda Item	Agenda Item #				
Tyler Cowing, Civil Engineer	05/12/2025	🛛 Regular Agenda Item	9.B.3				
		Public Hearing					
Reviewed by:	Item: Consideration of a Service Agreement for Lake Avenue						
Jeff O'Neill, Interim City	Construction Materials Testing Services						
Administrator							
Presented by:	Action Requested: Motion to Approve a Service Agreement						
Tyler Cowing, Civil Engineer	with American Er	igineering Testing for Const	truction Materials				
	Testing on Lake A	venue in the Amount of \$5	54,943				
Vote Required:	Staff Recommen	ded Action: Approval					
🛛 Simple Majority							
🛛 Two Thirds Vote	Board/Commission/Committee Recommendation:						
Roll Call							

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

To complete material testing outlined in the MnDOT schedule of materials control for the Lake Avenue construction project, the City needs a testing firm and materials lab on board to complete the required testing for MnDOT State Aid requirements.

BUDGET IMPACT

The Lake Avenue reconstruction was included in the 2025 Street Improvement Program budget and will be spread across improvement program bonds, local road improvement grants, municipal state aid street funds, and street assessments.

SUPPORTING DATA/ATTACHMENTS

American Engineering Testing Services Proposal (\$54,943) Braun Intertec Proposal (\$106,551) May 8, 2025



Tyler Cowing, PE City of Fairmont 100 Downtown Plaza Fairmont, MN 56031

RE: Lake Avenue Reconstruction Project SAP 123-111-012 Fairmont, MN 56031

Dear Mr. Cowing

Introduction

American Engineering Testing, Inc. is pleased to offer you construction testing services for the Lake Avenue Reconstruction Project in Fairmont, Minnesota. This Proposal is intended to define our scope of work, and to present you with an estimate of our fees, the anticipated schedule and other information regarding our services.

Project Information

We understand that the project consists of reconstruction of Lake Avenue in the city of Fairmont, Minnesota. The project includes the reconstruction of the roadway, including installation of drainage structures, utility lines, curb and gutter, new concrete pavements, and driveways.

Scope of Services

During construction, AET will provide experienced MnDOT certified technicians to perform material testing in accordance with the MnDOT 2020 Standard Specification. Testing rates will follow the MnDOT 2024 SALT Schedule of Materials Control. Our testing services will be based out of our Mankato office. Our anticipated scope of services is outlined below.

Utility Trench Backfill Density Testing

During placement of backfill for the utility lines, an engineering technician will visit the site on an intermittent basis to test the backfill density with a nuclear density gauge. Based on the information provided, we have assumed the following number of backfill density tests for the utility trenches as shown in Table 1. We have assumed that City of Fairmont personnel will observe the test rolling of the pavement subgrade and aggregate base. If requested, AET can provide this service at the hourly unit rates included in the attached fee schedule.

Table 1. Subgrade Preparation and Utility Trenches Laboratory and Field Testing

Test	Testing Frequency	Number of Tests		
Proctor	1 per soil type	5		
Density-Utility Trenches	1 per 300 In ft per 3 ft of fill	160		

Aggregate Base Laboratory and Field Testing

AET will perform laboratory and field compaction testing on the Class 5 Aggregate Base material. A summary of the required testing is provided in Table 2 below.

Table 2. Class 5 Aggregate Base Laboratory and Field Testing

	-	
Test	Testing Frequency	Number of Tests
Sieve Analysis	2 per lot (2 lots)	4
DCP	1 per 1000 Ton	10
Aggregate Quality	1 per source	1

Concrete Testing

During the placement of concrete for curb and gutter, pavements, and driveways, personnel from AET will perform field testing (air content, slump and temperature) of the plastic concrete and cast test cylinders for laboratory testing. After initial curing, we will return the samples to our lab for compressive strength testing. Each set will consist of four cylinders, of which three will be tested at 28 days, and one kept as a hold cylinder. The results of our compressive strength testing will be presented as they become available. Our estimated number of tests on the fresh concrete placed for this project is provided in Table 3 below.

Table 3. Concrete Testing Summary

ltem	Approximate Volume (cubic yards)	Testing Frequency	Assumed Number of Cylinder Sets
Curb & Gutter	479	1/100 cubic yards	12
Pavement	4433	(Air, slump, temp)	6 Beam Sets
Driveways	37	 Cylinders 1/300 cubic yards per day 	3

Concrete Plant Inspections

AET will review the concrete plant certifications prior to the beginning of work, including consulting with Mn/DOT Concrete Office to complete associated contact reports and certification documents.

During the concrete plant inspections, a representative from AET will observe and document quality control personnel performing the required quality control tests, verify and document batch weight proportions, and obtain and review material certifications. In addition AET personnel will also conduct verification gradation testing, as well as aggregate quality testing per the 2024 MnDOT SALT SMC.

Fees

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates.

We have estimated a "minimum required estimate" which estimates the tests needed to satisfy the requirements as defined in the project manual. The "likely needed estimate" is the cost that we anticipate will be required to complete the previously described testing services, based on our experience and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the "likely needed" estimate of **\$54,943.00**.

Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions or retesting. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services.

AET currently operates as a non-union entity, and our Fee Schedule reflects this. Should we be required to provide unionized personnel on this project, we reserve the right to renegotiate appropriate fee increases from those shown on the attached Fee Schedule. If this is not possible, we reserve the right to terminate this contract on three (3) days written notice to the Client. We will not be liable for work performed by others after our services have been terminated and will not be responsible for any penalties or costs from the Client, Owner and their successors, assignees, joint-ventures, Contractors, Subcontractors or any other parties involved with the project related to claims, liabilities, damages or consequential damages directly or indirectly related to AET being required to provide unionized personnel on the project.

Terms and Conditions

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

Acceptance

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

Sincerely,

American Engineering Testing, Inc.	Authorized Client Representative: Signature:
UM men	Printed Name:
	Company:
Manager – Mankato	PO No./Project No:
ssveine@teamAET.com	Invoice email:
W: 507.387.2222	Phone Number:
C: 507.508.6382	Date:

Attachments: Construction Materials Fee Itemization Terms and Conditions W9/COI



Lake Avenue Reconstruction-Fairmont, MN SAP:123-111-012

	Unite	01	Talaa	Line	A man and Tablic a France	# of	Tests	Cost per	Cos	st (\$)
Material	Units	Qty.	Trips	Hrs	Agency Testing Freq.	Minimum	Likely	test (\$)	Minimum	Likely
Utility trenches-16,178 Ft	LF	16,178	30	100	Relative Density Utility Trenches 1/300'/3'depth (Hourly rate	54	160			
Subgrade Prep-41+45 Sta	STA	41+45	3	10	Moisture Density 1 per soil type (Proctor)	2	5	195.00	390.00	975.00
					Relative Density Subgrade (Nuclear) Hourly rate	2	6			
			1							
Grading Material-Granular Backfill	CUYD	1,600	3	10	Gradation 1/40,000 CU YD	1	1	142.00	142.00	142.00
					DCP 1/2000 CU YD (included in hourly rate) or	0	0		0.00	0.00
					Nuclear Density Gauge Testing (included in hourly rate)	1	5			
Aggregate Base - Class CV Class 5	Ton	9,472	3	10	Gradation (2 LOTS 2 PER LOT)	4	4	142.00	568.00	568.00
					Moisture 1/1000cy	10	10		0.00	0.00
					DCP 1/1000 Ton (included in hourly rate)	10	10		0.00	0.00
					Aggregate Quality or AC extraction	1	1	225.00	225.00	225.00
Bituminous Testing - SP WE/NW	TON	0	0	0	Mn/Dot Gyratory Mix Properties (1 test/day/mix type)	0	0	656.00	0.00	0.00
C C					Mn/Dot Marshall Mix Properties (1/1000 ton or 1/day)	0	0	698.00	0.00	0.00
					Companion Core Density (estimate 1/600 ton)	0	0	58.00	0.00	0.00
Concrete	CU YD	4,949	21	105	Testing of concrete Cylinders (4 cyl/set)	40	60	44.00	1760.00	2640.00
37 yds driveway, 479 yds C&G, 4433 yds Pavement	*Estimated				Testing of Plastic Concrete (1 set / 100 CU YD) -Included in hourly rate					
			1		Testing of flexural beams	24	24	85.00	2040.00	2040.00

				Subtotal =	5,125.00	6,590.00

Bituminous Batch Plant Inspection	Plant Inspections Provided on a Will - Call basis	1 test/mix type/day (assumes 4 hours at plant)	0	0	440.00	0.00	0.00
Concrete Batch Plant Inspection		1 test/mix type/week (assumes 3 hours at plant)	12	12	330.00	3960.00	3960.00
		Gradations (Coarse Aggregate)	12	12	142.00	1704.00	1704.00
		Gradations (Fine Aggregate)	12	12	142.00	1704.00	1704.00
		Aggregate Quality	3	3	225.00	675.00	675.00
					Subtotal =	8,043.00	8,043.00

Time and Mileage*	Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage	Mile	1.35	4000	6,600	5400.00	8910.00
Certified Engineering Technician Time	Hr	110.00	160	235	17600.00	25850.00
Project Management	Hr	185.00	20	30	3700.00	5550.00
Senior Engineer	Hr	210.00	0	0	0.00	0.00
				Subtotal =	26700.00	40310.00

		Minimum	Likely	
				Mankato to Fairmont Mileage trip charge is (110 miles =\$148.50/trip) Trips will be split
Estimate prepared by : Sam Sveine	Total Cost Estimate =	39,868.00	54,943.00	with other jobs whenever possible.

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. <u>AET requests written acceptance of</u> the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET's Services. If new information becomes available or changes are made during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

<u>1.3</u> - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET's Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

<u>1.4</u> - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

<u>1.5</u> - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

<u>1.6</u> - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

<u>1.8</u> - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

<u>1.9</u> - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET's opinions, conclusions and recommendations are qualified to that extent.

<u>1.10</u> – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

<u>1.11</u> – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - ON CALL SERVICES

2.1 - If AET's Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET's opinions, conclusions, and recommendations are qualified to the extent of those limitations.

<u>2.2</u> - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

<u>2.3</u> – AET requires a minimum of 24 hours' notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

<u>3.1</u> - Client will furnish AET safe and legal site access.

3.2 – With the exception of public utilities which AET will contact state "call before you dig" notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

<u>3.4</u> - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

<u>3.5</u> - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

<u>4.2</u> - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 5 - SAMPLES

5.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

5.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 6 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 7 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 8 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request. **<u>8.1</u>** –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability Professional/Pollution Liability Insurance	\$1,000,000 each accident \$1,000,000 per claim
	\$1,000,000 aggregate

<u>8.2</u> - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

<u>8.3</u> - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

<u>8.4</u> - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

<u>8.5</u> - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

<u>8.6</u> - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

<u>8.7</u> - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 9 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

<u>10.3</u> – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices. <u>10.4</u> – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

<u>14.4</u> - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 15 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation,

to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 17 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by *AET* from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at <u>29 Code of Federal Regulations Part 471, Appendix A to Subpart A</u>. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 19 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 20 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 21 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 22 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Departi	W-9 March 2024) ment of the Treasury I Revenue Service		Give form to the requester. Do not send to the IRS.					
Befor	e you begin. For g	guidance related to the purpose of Form W-9, see Purpose of Form, below.						
	entity's name o American Engi	neering Testing, Inc.	wner's name on line	1, and enter	the business/disregarded			
Print or type. Specific Instructions on page 3.	Or only one of the following seven boxes. □ Individual/sole proprietor □ C corporation ✓ S corporation ■ Partnership Trust/estate							
PI Specific	and you are pro	checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax oviding this form to a partnership, trust, or estate in which you have an ownership i ave any foreign partners, owners, or beneficiaries. See instructions	1	to accounts maintained le the United States.)				
See	5 Address (numbe	er, street, and apt. or suite no.). See instructions.	Requester's name a	and address	(optional)			
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	6 City, state, and	ZIP code						
	St. Paul, MN 55							
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Par		er Identification Number (TIN) propriate box. The TIN provided must match the name given on line 1 to av	sid Social sec	curity numb	er			

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.

Certification Part II

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

- 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Phille	ip Chwialkowski	Date	1	2025
		1				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

or

4 1

Employer identification number

0 9 7 7 5 2 1



AROSS DATE (MM/DD/YYYY)

AMERCON-12

	CERTIFICATE OF LIABILITY INSURANCE							CE	12/1/2024		
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.											E POLICIES
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).											
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									PERSONAL & ADV INJURY	\$	2,000,000
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CERTIFICATE HOLDER	CANCELLATION
ILLUSTRATION CERTIFICATE 25-26	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
	an Row

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May 7, 2025

Proposal QTB214640

Tyler Cowing, PE City of Fairmont 100 Downtown Plaza Fairmont, MN 56031

Re: Proposal for Construction Materials Testing Services Lake Avenue SAP 123-111-012 CSAH 39 to Fairlakes Avenue Fairmont, Minnesota

Dear Mr. Cowing:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Lake Street Reconstruction Project in Fairmont, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand this project will include pavement subgrade preparation, aggregate base placement, new concrete curb and gutter, bituminous sidewalk as an alternate, and concrete driveways along with a new concrete pavement. Improvements to the sanitary, storm, and water main utilities will also be part of this project.

This project is a City of Fairmont project with state-aid funding. Projects that are constructed with stateaid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2024 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing, observations and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and prepared by Bolton & Menk, Inc., date not given.
- Project specifications prepared by Bolton & Menk, Inc., dated April of 2025.
- A geotechnical report prepared by Geotek Engineering and Testing Services, Inc., dated March 19, 2025.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base Tester
- Concrete Field Tester
- Concrete Field Inspector
- Concrete Plant Tester
- Bituminous Plant Tester
- MnDOT or ACI Strength Testing

Accredited Laboratory

In the 2024 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on sub-grade preparation, retaining wall backfill and utility backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on select granular borrow materials.
- Perform moisture content tests at time of compaction on sub-grade preparation, retaining wall backfill, utility trench backfill, and select granular borrow. For items that are specified as "Quality Compaction" (example aggregate base) we have not provided moisture testing at

time of compaction as it is directed by the engineer per the schedule of materials control. If requested in writing we can test these materials as well, but we may need to revise our cost estimate.

- Perform gradation tests on coarse filter aggregate, granular backfill, coarse aggregate bedding, stabilizing aggregate, select granular borrow and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services (2461 specification)

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates.
- Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MnDOT 2461 specification.

Concrete Paving QA Plant Testing

- Submit samples of cement, fly ash and admixtures to MnDOT Materials Lab.
- Submit samples for alkali silica reactivity testing to MnDOT Materials Lab.
- Submit samples for coarse and fine aggregate gradation testing to Braun Intertec Materials Lab.
- Submit pre-production quality samples to MnDOT Materials Lab.
- Perform #200 wash testing on coarse aggregate at the concrete plant.
- Submit coarse and fine aggregate quality samples to MnDOT Materials Lab.

- The Incentive/Disincentive program will apply to this project for aggregate quality, wellgraded aggregate, and water-to-cement ratio testing.
- Complete concrete ingredient summary worksheet.
- Perform the agency concrete pavement plant monitoring and testing requirements, per MnDOT 2301 specification and the 2024 SALT Schedule of Materials Control.

Concrete Paving QA Field Testing

- Perform air content before consolidation.
- Perform slump and concrete temperature.
- Observe probing, coring, texture and MIT-ScanT2 locations using MnDOT's workbook.
- Supply beam molds, curing and testing of flexural strength beams.
- Supply cylinder molds, curing and testing of compressive strength cylinders.
- Perform the agency concrete pavement field quality assurance testing requirements, as shown in MnDOT's 2024 SALT Schedule of Materials Control.

Bituminous Related Services

- Perform bituminous plant inspections which includes periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests. Perform bituminous plant monitoring per MnDOT's 2360 specification.
- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Completed IA Summary Report.
- Moisture, Density, DCP, Proctor and Gradation tests.
- Concrete mix designs.
- Concrete compressive strength results.
- Concrete paving flexural strength test results.
- Concrete batch plant inspection field forms.
- Concrete pavement field testing reports for slump, air content and temperature.
- Concrete pavement contractor's gradation, moisture and #200 wash test results.
- Concrete pavement contractor's pavement texture, probing and coring test results.
- Concrete pavement contractor's copies of cement, fly-ash, and admixture invoices.
- Completed concrete pavement ingredient summary worksheets.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Completed incentive/disincentive reports for aggregate quality, well-graded aggregate and water-to-cement ratio testing if required for the project.
- Bituminous mix designs.
- Bituminous batch plant inspection field forms.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take 48 trips to complete the nuclear density gauge density testing on this project.
- We assume compaction testing on granular materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of 3 tests will be conducted each trip with 5 trips assumed.
- We understand compaction testing on aggregate base will be quality compaction method.
- We assume 31 sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume one coarse aggregate and one fine aggregate in the ready mix concrete.
- We understand assume two coarse aggregates and one fine aggregate in the concrete paving concrete.
- We assume bituminous paving will be completed in 2 days for this project.
- We assume the concrete paving will be supplied from a MnDOT certified portable concrete plant.
- We assume MnDOT will calibrate and certify the portable & ready mix concrete plants along with he bituminous plant for this project.
- We assume your full time on-site construction observer will observe the test rolling for this project.
- We assume the contractor will furnish all field office and laboratory facilities equipment for our personnel per MnDOT Specification 2301.3.B.3.a. Plant observations will be full-time observations as listed in the 2024 SALT MnDOT Schedule of Materials Control.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$106,551.00 Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated. A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Jesse Gamst at 507.923.6304 (jgamst@braunintertec.com) or Philip Bailey at 507.995.2788 (pbailey@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

lesse Gamst

Jesse Gamst Field Project Manager

Phe

Philip E. Bailey, PE Associate Director, Senior Engineer

Attachments: Project Proposal General Conditions (11/4/24)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Project Proposal

QTB214640

Lake Avenue Reconstruction SAP123-111-012(MSAS 111)

Client:

City of Fairmont Tyler Cowing 100 Downtown Plaza Fairmont, MN 56031 (507) 238-9461 Work Site Address: Lake Ave from CSAH 39 to Fairlakes Ave Fairmont, MN 56031 Service Description: Contruction Material Testing

	Description			Quantity	Units	Unit Price	Extensio
se 1	MnDOT Testing						
Activity 1.1	Soil Testing						\$35,305.0
207	Compaction Testing - Nuclear			187.00	Hour	95.00	\$17,765.0
	Work Activity Detail	Qty	Units	H	rs/Unit	Extension	
	Utilities, Storm, Sanitary, Water Main	40.00	Trips		4.00	160.00	
	Retaining Wall Backfill	3.00	Trips		4.00	12.00	
	Subgrade Preparation(trail & road)	5.00	Trips		3.00	15.00	
1308	Nuclear moisture-density meter charge, per hour			187.00	Each	30.00	\$5,610.0
1861	CMT Trip Charge			58.00	Each	75.00	\$4,350.
217	Compaction Testing - DCP's			20.00	Hour	95.00	\$1,900.
	Work Activity Detail	-	Units	H	rs/Unit	Extension	
	Select Granular Borrow	5.00	Trips		4.00	20.00	
1228	Topsoil Testing with nutrients, per sample			1.00	Each	410.00	\$410.0
1530AG	Asphalt Content of Aggregate Base, per sample			1.00	Each	190.00	\$190.0
209	Sample pick-up			10.00	Hour	95.00	\$950.0
1318	Moisture Density Relationship (Proctor)			8.00	Each	175.00	\$1,400.0
126	Project Engineer			3.00	Hour	185.00	\$555.0
1162	Sieve Analysis with 200 wash, per sample			15.00	Each	145.00	\$2,175.
ctivity 1.2	Concrete Testing					\$49,869.0	
261	Concrete Testing			88.00	Hour	95.00	\$8,360.0
	Work Activity Detail	Qty	Units	H	rs/Unit	Extension	
	Flatwork	12.00	Trips		4.00	48.00	
	Curb & Gutter	10.00	Trips		4.00	40.00	
209	Drop off Quality Samples to MNDOT			10.00	Hour	95.00	\$950.0
1364	Compressive strength of concrete cylinders, per		93.00	Each	28.00	\$2,604.	
	Work Activity Detail	Qty	Units	H	rs/Unit	Extension	
	Control Cylinders		Set		3.00	27.00	
	Flatwork	12.00			3.00	36.00	
	Curb & Gutter	10.00	Set		3.00	30.00	
1162CO	Sieve Analysis, per sample			31.00	Each	145.00	\$4,495.0
215	Concrete Ready Mix & Mobile Plant Monitoring QA			180.00		117.00	\$21,060.
	Work Activity Detail		Units	H	rs/Unit	Extension	
	Ready Mix Plant Monitoring Mobile Plant Monitoring		Trips Trips		6.00 12.00	72.00 108.00	
278	Concrete Cylinder Pick up	0.00	mpe	50.00		95.00	\$4,750.
2.0	Work Activity Detail	Qtv	Units		rs/Unit	Extension	
	Cylinder Pickup	-	Trips		2.00	44.00	
	Drop off paving cores Maplewood Lab		Trip		6.00	6.00	
1367	Flexural strength of beams (ASTM C 78 and ASTM specimen			15.00	Each	150.00	\$2,250.
1395	Mold rental (cubes and beams), per use			6.00	Each	50.00	\$300.



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Project Proposal

QTB214640

Lake Avenue Reconstruction SAP123-111-012(MSAS 111)

1861	СМТ	Trip Charge		68.00	Each	75.00	\$5,100.0
Activity 1.3	Pav	ement Testing					\$4,052.0
2689	2689MnDOT Bituminous Verification, per sample1861CMT Trip Charge			2.00	Each	750.00	\$1,500.0
1861				4.00	Each	75.00	\$300.0
209	Sam	ple pick-up		4.00	Hour	95.00	\$380.0
222	Bitu	minous Verification Testing		16.00	Hour	117.00	\$1,872.0
		Work Activity Detail	Qty Units	Н	rs/Unit	Extension	
		Bituminous Plant Monitoring	2.00 Trips		8.00	16.00	
Activity 1.4	Pro	ject Management					\$17,325.0
226	Proj	ect Manager		70.00	Hour	165.00	\$11,550.0
1230MnDOT Final Report228Senior Project Manager138Project Assistant				1.00	Each	2,000.00	\$2,000.0
				5.00	Hour	185.00	\$925.0
				30.00	Hour	95.00	\$2,850.0
					Pha	ase 1 Total:	\$106,551.0

Proposal Total: \$106,551.00

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



STAFF MEMO

Prepared by:	Meeting Date:	Consent Agenda Item	Agenda Item #			
Matthew R. York, Public	05/12/2025	🛛 Regular Agenda Item	9.B.4			
Works and Utilities Director		Public Hearing				
Reviewed by:	Item: Consideration To Accept Funding for Alternative Projects					
Jeff O'Neill, Interim City	from the State of Minnesota					
Administrator						
Presented by:	Action Requested: Motion to Approve the Acceptance of					
Matthew R. York, Public	Funding for Alternative Projects from the State of Minnesota,					
Works and Utilities Director	if Available					
Vote Required:	Staff Recommended Action: Approval					
🛛 Simple Majority						
🛛 Two Thirds Vote	Board/Commission/Committee Recommendation:					
Roll Call						

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

Representative Olson approached staff in the Summer of 2024 to discuss new projects to assist the City of Fairmont. At that time, the funding sources for the projects were the State of Minnesota Capital Improvement Funds. These funds cannot be spent on current infrastructure; they can only be spent on newly created projects. Staff began to work on new projects for the City that would help with housing and development issues.

Staff met with Representative Olson in September 2024 to discuss two new projects that would open areas for development within the City. The first was the Charles Street/Kot Street area, which would open the field to the East of the Kot Soccer Complex for residential development. The second project was the Fairlakes Extension from Lake Avenue to Hengen. This would open city-owned land for redevelopment and improve roadway circulation on the west side of town.

Representative Olson introduced the projects to the State Legislature as part of a Capital Bonding Bill. In March 2025, Mayor Baarts and Public Works and Utilities Director York testified before a subcommittee asking for funds to approve these projects for the City of Fairmont.

On May 12, 2025, City Councilmembers and the City Staff were notified of a funding change in the requested projects. The projects were removed from the Capital Plan and placed within the Transportation Committee. This modification at the State Legislative level has caused a modification in the projects at the City level. This different stream of money will allow for current infrastructure projects to be considered, not just new projects that were part of the original request.

Representative Olson stated that the City needed to come up with specific projects for which this money could be used if it were awarded to the City. All projects must be completed by 12/31/2027. Since the City already has a bonding plan for roadway projects, looking at previously approved projects will assist us in meeting the needs of the State Legislature. Staff have been requested to provide the project up to the \$5.5 million request.

Projects that would meet that request are as follows:

Johnson Street (TH 15 to Gravel Road)		\$2,600,000
Park Street Project (Blue Earth to 4 th St)		\$2,400,000
	Total	\$5,000,000

Staff requests that the City Council approve the projects listed above and deliver them to Representative Olson, who continues to provide monetary resources to assist the people of Fairmont.

Upon receipt of any funding from the State under this request, bond funds otherwise spent on projects listed will be eligible for addressing other street improvement needs. Staff will be working with the City Council in modifying the 5-year bonding plan to fill in the gaps from the newly appropriated money from the State.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



Council Member Agenda Request Submitted April 20, 2025 for May 12, 2025 Council Meeting

Agenda Item:10.1

From: Councilor Lubenow

Subject: Former Public Works Building (425 E. Margaret Street, Fairmont).

Policy/Action Requested:

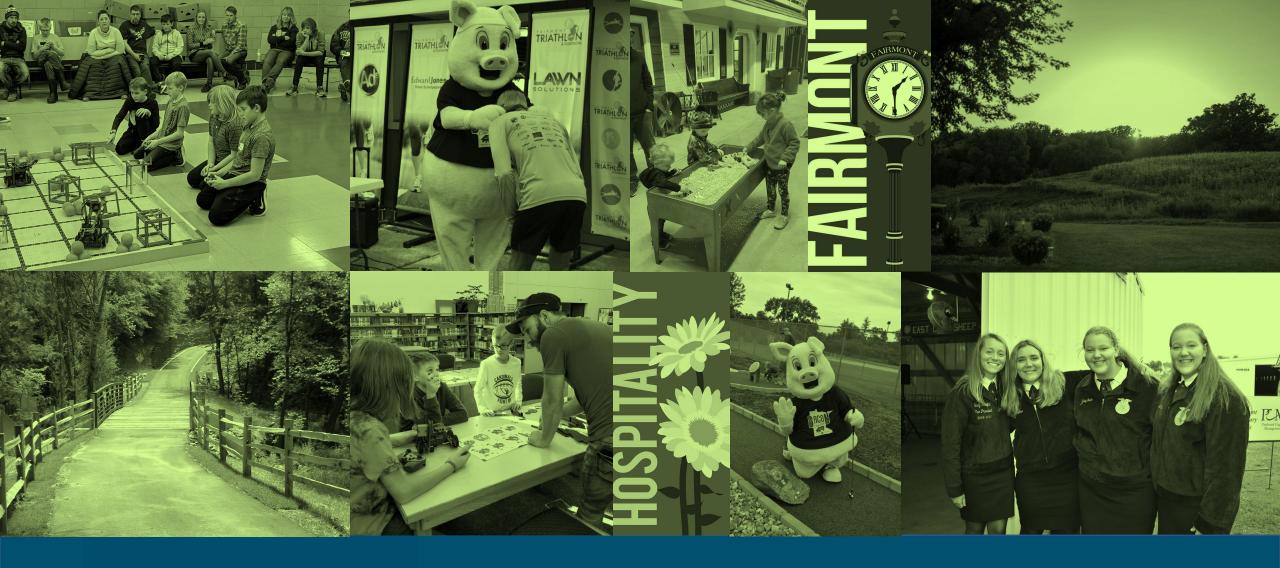
I have been contacted by a party interested in the former Public Works Building/Site, located at 425 E. Margaret Street, Fairmont. The site is currently zoned R-3 and designated as Public/Institutional per the City's Comprehensive Land Use Plan.

The site would be used for light industrial, per the interested party.

Attachments:

Slides from Presentation by Project 1590

Agenda item 4.1



project¹⁵₉₀

Lifting the Community we love

Introductions



Project 1590 Overview

Inclusivity

Creativity

Positivity

Stewardship

Collaboration

Mission

Project 1590 exists to be a catalyst for positive change. This is done by engaging with the community, welcoming new ideas, and supporting projects that promote a vibrant, sustainable future.

Vision

The Fairmont area celebrates local assets, fosters vitality through community-led grassroots efforts, and offers a rewarding experience for people, visitors, and businesses.

How We Began

Survey Committees First Collected Formed to Survey Steering August 2014-Address Results Committee November *May 2015* Top 10 July 2014 June 2015 2014



Survey Top Results

Build a community center or multi-purpose facility with indoor track, indoor pool, tennis, meeting rooms, senior center, etc.

2 Enhance our retail and restaurant environment with unique stores throughout the community.

3 Create a teen or youth center with year-round activities like go-karts, trampolines, laser tag, or other community events for our youth.

Improve the quality of our lakes in our community. Manage the odor, improve the shoreline, improve the public beaches, stock the lakes with game fish and find ways to improve the water quality.

5 Cleanup, remove or reuse vacant buildings, including the K-Mart building, Railway Motors/Tamper and Smokin Joe's gas station.

6 Expand our current bike/running trail system around the lakes and the city. Create one continuous system.

7 Develop more recreation on our beautiful lakes. Aquatic lake rentals, resort-like activities, a marina and then promote it strategically.

3 Create new industry to foster job creation and continue to assist, promote and support existing businesses to develop a healthier economic environment.

9 Create a community of festivals. Develop events to celebrate our community year round.

Revitalize our historic downtown. Add retail, cafe bistro's, micro breweries, etc. Make downtown a destination.



Who We Are Today





Fairmont Track Association

- Fiscally sponsored \$15k grant through the Schmeekle Foundation to purchase pole vault equipment
- Fiscally sponsored \$15k grant through the Martin County Area Foundation to purchase high jump equipment

Fairmont Farmers Market

Fiscally sponsored 2024 season to allow programs to continue





Greater Plaza Area Council

- Fiscally sponsored Downtown Christmas Corner for 2024 and 2025
- Collaboration on Downtown Flower Pots for 2025

KIDS Just Ventor HAVE FUN

Bikeshare Project







Questions? Contact us further at:

Email: <u>director@project1590.com</u>

Website: https://project1590.com/

FB: <u>https://www.facebook.com/Project1590</u>

Instagram: <u>https://www.instagram.com/project1590/</u>



Document reference by Tom Hawkins, resident, in Public Discussion/Comment Segment Agenda item 5

Most cities in the State of Minnesota have a Consent Agenda process to approve simple motions in one motion. How common is it for a councilor to require a majority vote to move a Consent Agenda item to the regular agenda, compared to just allowing it to be moved by any councilor?

Here's why the "single-councilor removal" approach is common:

- 1. **Transparency and accountability**: It ensures that any elected official can request discussion on an item they believe deserves more scrutiny.
- 2. **Precedent and best practice**: The League of Minnesota Cities and similar advisory bodies often promote this practice to enhance good governance.
- 3. Efficiency with flexibility: The Consent Agenda is meant to speed things up, but allowing individual members to remove items ensures that important matters aren't passed without proper attention.

📃 Less Common: Requiring a Majority Vote

- **Requiring a majority vote to remove an item** from the Consent Agenda is **less common** and can be seen as **restrictive**, potentially stifling a councilor's ability to raise concerns.
- Some councils do this to **prevent abuse** (e.g., politically motivated delays), but it's usually viewed as a barrier to open deliberation.

in Local Practice May Vary

That said, cities can set their own rules in their council procedures or bylaws. A few cities might require a majority vote to move an item if that's what their adopted procedures specify.

🚑 Summary:

- Most common in Minnesota: Any councilor can pull an item from the Consent Agenda.
- Less common: A majority vote required to move an item—usually only in councils that adopt stricter procedural rules.

Document reference by Director York in Staff Report Segment Agenda item 11.A.

148

Bolton & Menk, Inc. (BMI) serves as the city's consultant engineer. Below is a quick update on recent activities and project progress. Please contact Matt York or Troy Nemmers with any questions.

1 **GENERAL UPDATES:**

Strategic Planning

• Discussed BMI's capabilities in providing a facilitator for the city's strategic planning meetings

MS4/LDP Assistance

• Coordinating with city staff to see if BMI can assist with the city's oversight and management of its MS4 and Land Disturbance permits

George Lake Dam Removal

Discussed BMI's experience with dam removal evaluation projects and offered to assist with this process.

MNDOT State Aid

- Attended the Municipal State Aid System (MSAS) pre-screening board meeting as a representative for the City of Fairmont as a State Aid city.
- Reviewed and discussed MNDOT traffic counting cycle on the city's State Aid streets.

2 **PROJECT UPDATES:**

Ground Storage Water Tank

• Construction scheduled for this summer

Biosolids/UV Upgrades at Wastewater Plant

• Construction is underway

Gomsrud Parking Lot Improvements

• Construction contract was awarded. Construction to begin in mid-July.

Park Street Reconstruction (Budd Street to Albion Avenue)

- Concrete contractor is completing concrete items and punch list work today
- Tentative plans to pave final bituminous pavement in the next week or so

Lake Avenue Reconstruction (CR 39 to Fairlakes)

- Bids were received and construction is scheduled for summer of 2025
- County public hearing for County Ditch transfer on May 15

Blue Earth Avenue Resurfacing (TH 15 to Downtown Plaza)

- Community Input Session was held on 4/30
- Online feedback session was opened on 5/9