

FAIRMONT CITY COUNCIL AGENDA

Monday, September 11, 2023, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
5. **Mayor's Update** (03)
6. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (04)
7. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
 - A. **Minutes**
 - 7.A.1 Regular Meeting, August 28, 2023 (05)
 - B. **Check Registers**
 - C. **Other**
 - 7.C.1 Event Permit-Fairmont Christian Church, Harvest Hustle 5K, September 17, 2023 (08)
 - 7.C.2 Event Permit-Rann and Wecoverly, Mobilize Recovery Day of Service, September 30, 2023 (12)
 - 7.C.3 Event Permit-Woodland Witches, Woodland Halloween Event, October 31, 2023 (15)
 - 7.C.4 Authorize Purchase of Jeep Wrangler for the Park Department (19)
 - 7.C.5 Public Comment at Commission/Board Meetings (23)
8. **Public Hearings**
9. **Old Business**

10.	New Business	
10.1	Joint Powers Agreement with Minnesota River Valley Drug Task Force	(26)
10.2	Airport Layout Plan/Master Plan Update Project	(35)
10.3	Development Agreement with Midwest Shop Condos, LLC	(105)
10.4	2024 Proposed Budget & Tax Levy	(151)
11.	Council Discussion	
11.1	City Administrator, Interim City Administrator Search Update	(168)
12.	Staff/Liaison Reports	
A.	Public Works	
B.	Finance	
C.	City Administrator	
D.	Mayor/Council	
	Hasek – PUC, BZA	
	Kawecki – Planning Commission	
	Lubenow – HRA	
	Maynard – BZA, FEDA	
	Miller – FEDA	
13.	Adjournment	



Fairmont City Council
September 11, 2023

Agenda Item: 5

From: Mayor Baarts
To: Mayor and City Council
Subject: Mayor's Update

Budget Impact: N/A

Attachments: N/A

Council Action: _____ Date: _____

C I T Y O F L A K E S



Fairmont City Council
September 11, 2023

Agenda Item: 6

From: City Administration
To: Mayor and City Council

Subject: Public Discussion/Comment

INDIVIDUAL COMMENTS ARE LIMITED TO 3 MINUTES

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

Budget Impact: N/A

Attachments: N/A

Council Action: _____ Date: _____



Fairmont City Council
September 11, 2023

Agenda Item: 7.A.1

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

Subject: Council Minutes from Regular Meeting on August 28, 2023

Policy/Action Requested: To Approve City Council Minutes from August 28, 2023

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

Budget Impact: N/A

Attachments: City Council Minutes Regular Meeting, August 28, 2023

Council Action: _____ Date: _____

The minutes of the Fairmont City Council meeting held on Monday, August 28, 2023, at the City Hall Council Chambers.

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

Council Members Wayne Hasek, Britney Kawecki, Randy Lubenow, Jay Maynard and Michele Miller were present. Also in attendance: Director of Public Works/Utilities Matthew York, City Clerk Patricia J. Monsen, Police Chief Mike Hunter and City Attorney Cara Brown.

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

Mayor Baarts shared that Grace Lutheran Church will have their Wednesday worship service at Sylvania Park on August 30th and that city offices will be closed on Monday, September 4th.

During Open Discussion, Sandy Meschke, a member of Citizens 4 a Strong Fairmont shared information about the organization.

Council Member Maynard made a motion to approve the consent agenda. Council Member Miller seconded the motion and the motion carried. Items on the consent agenda were: Minutes from the August 14, 2023 City Council meeting; August account payables; approval of the 2024 Addendum to Section 1 of the City/County Law Enforcement Center Lease Agreement; and the appointment of Council Member Britney Kawecki as the City's representative and appointing Council Member Michele Miller as the City's alternate to the One Watershed One Plan Committee.

Council Member Miller made a motion to approve the guaranteed maximum price with Kraus-Anderson Construction Company of Rochester, Minnesota in an amount not to exceed \$1,577,271 for the refrigeration replacement at the Martin County Arena. Council Member Hasek seconded the motion. On roll call: Council Members Hasek, Lubenow, Maynard and Miller all voted aye. Council Member Kawecki voted nay. Mayor Baarts declared said motion passed.

Council Member Lubenow made a motion to authorize the Mayor and City Clerk to enter into a contract with Gag Sheet Metal, Inc. of New Ulm, Minnesota in the amount of \$106,450 for the first phase of the Sylvania Park Bandshell roof replacement. Council Member Maynard seconded the motion and the motion carried.

Mayor Baarts reported that the city is hoping to interview three potential city administrators the week of September 11th. Two of the candidates have other interviews this week.

York reported that they are finishing up road projects and are hoping to be done by the first week in September. He reminded all citizens that if they have not gotten their water meter and electric meter changed out to please call the city to schedule an appointment immediately to avoid a \$50 service fee.

Council Member Hasek reported that the Board of Zoning Appeals approved an amended variance for 236 Krahmer Drive. He also reported that the Public Utilities Commission reviewed a financial statement for the Electric Department .

Council Member Lubenow stated that the Park Board talked about the condition of the newly painted pickleball courts. They also discussed the band shell renovations and agreed that it was a top priority for the board.

Council Member Miller shared that Visit Fairmont will be sponsoring an event to be held October 15-21 at the Opera House. As part of this event, the band will be playing at other venues. The public is welcome to partake in all. More information will be posted on their website.

Council Member Lubenow reminded citizens that school will be starting and to please be watchful of children and school buses.

A motion was made by Council Member Maynard, seconded by Council Member Miller and carried to adjourn the meeting at 6:11 p.m.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



Fairmont City Council
September 11, 2023

Agenda Item: 7.C.1

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

Subject: Event Permit –Fairmont Christian School, Harvest Hustle 5K, September 17, 2023

Policy/Action Requested: Motion to approve the Event Permit for Fairmont Christian School to hold Harvest Hustle 5K on September 17, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Fairmont Christian School has made application for an Event Permit to hold the Harvest Hustle 5K on September 17, 2023.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: September 17, 2023 Permit Fee: \$15.00

Event: Harvest Hustle 5K

Sponsoring entity: Fairmont Christian School

Address: 1125 S State St Fairmont, MN 56031

Maximum estimated number of persons expected to attend at any one time: 200

Event coordinator(s): Kaylynn Steinkamp
Contact Info: 507-236-6092 Phone #
kaylynnrigger@gmail.com E-mail

Primary contacts (during event):
Name: Kaylynn Steinkamp Name _____
Cell#: 507-236-6092 Cell# _____
E-mail: kaylynnrigger@gmail.com E-mail: _____

Event Start: Day/Date Sunday September 17, 2023 Time: 4:00 pm
Event End: Day/Date Sunday September 17, 2023 Time: 7:00 pm
Setup: Day/Date Sunday, September 17 Start time: 1 pm End Time: 4 pm
Teardown: Day/Date Sunday, September 17 Start time: 7:00 pm End Time: 8:00 pm

1. Type and description of the event and a list of all activities to take place at the event.
The event is a 5K walk/run for a fundraiser for Fairmont Christian School. There will also be a kids K race prior to the 5K race

2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.
The Event will start and end at Bethel Evangelical Free church. The start and finish is in the front of the church, near the puning parking at the back of the church. Restrooms available inside the church. See attached map for race route. Volunteers will be stationed at turns in route and any ~~name~~ crossings.
road

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

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

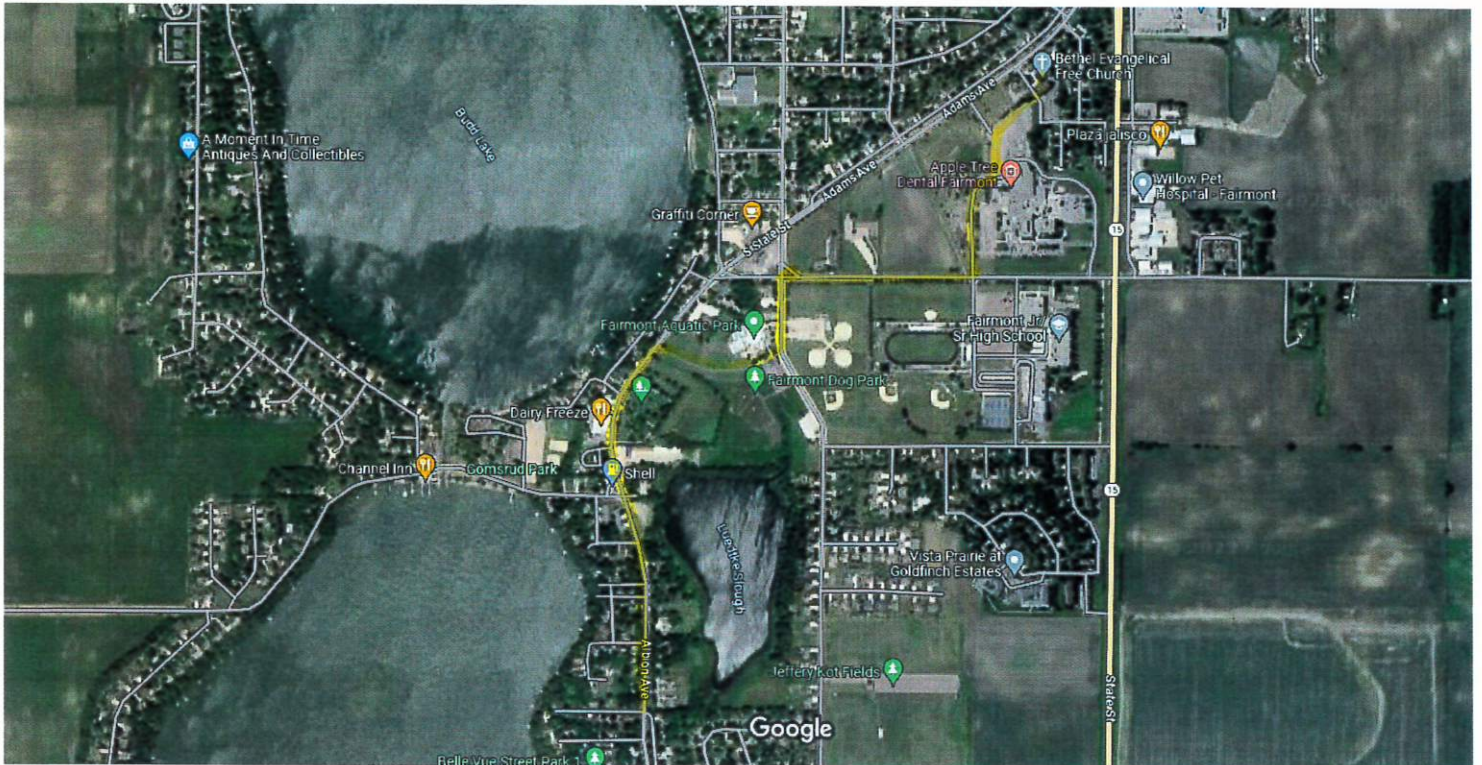
Signature *Vaybarr Steibkamp* Title _____ Date 8/25/23

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

Office Use Only

\$15.00 Fee Paid	Date: <u>8/25/23</u>	Received by: <u>8/25/23 [Signature]</u>	
Requires Council Approval	<u>✓</u> Yes; ___ No	Council Meeting Date: <u>Sept. 11, 2023</u>	Action:
City Administrator Approval	Yes	No	Date

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



Imagery ©2023 CNES / Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2023 500 ft



Fairmont City Council
September 11, 2023

Agenda Item: 7.C.2

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

Subject: Event Permit –Rann and Wecovery, Mobilize Recovery Day of Service, September 30, 2023

Policy/Action Requested: Motion to approve the Event Permit for Rann and Wecovery for Mobilize Recovery Day of Service on September 30, 2023.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Rann and Wecovery has made application for an Event Permit to hold Mobilize Recovery Day of Service on September 30, 2023 at Sylvania Park.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 9/30/23

Permit Fee: \$15.00

Event: Mobilize Recovery Day of Service

Sponsoring entity: Rann and Wecoverly

Address: 1846 150th street Fairmont MN 56031

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

Event coordinator(s): Cole Sharp

Contact Info: _____

Phone # 5078486502

E-mail colesharp@beyondbrink.com

Primary contacts (during event):

Name: Cole Sharp

Name _____

Cell#: 507 848 6502

Cell# _____

E-mail: colesharp@beyondbrink.com

E-mail: _____

Event Start: Day/Date September 30, 2023

Time: 3:00 PM

Event End: Day/Date September 30, 2023

Time: 7:00 PM

Setup: Day/Date September 30, 2023

Start time: 2:00pm

End Time: _____

Teardown: Day/Date September 30, 2023

Start time: _____

End Time: 8:00PM

- Type and description of the event and a list of all activities to take place at the event.
This is a recovery convention talking about prevention of opioid overdose, along with making the community aware of other resources to find sobriety.

- 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.
This event is planned on being held at the outside shelter at Sylvania Park.

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

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

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

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

7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: _____

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

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

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

Signature Cole Sharp Title Project Manager Date 8/25/2023

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

Office Use Only			
\$15.00 Fee Paid	Date: <input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Received by:	
Requires Council Approval		Council Meeting Date: <u>9-11-23</u>	Action:
City Administrator Approval	Yes	No	Date

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



Fairmont City Council
September 11, 2023

Agenda Item: 7.C.3

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

Subject: Event Permit –Woodland Witches, Woodland Halloween Event, October 31, 2023

Policy/Action Requested: Motion to approve the Event Permit for the closure of Woodland Avenue on October 31, 2023 from 5:00 p.m. – 8:00 p.m.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: The Woodland Witches have made application for an Event Permit to close Woodland Avenue on Halloween, October 31, 2023 from 5:00 p.m. – 8:00 p.m. This will be the fifth year that Woodland Avenue has been closed to traffic during Halloween and it has worked very well.

Budget Impact: N/A

Attachments: Event Permit Application

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

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

Date: 9-1-2023 Permit Fee: \$15.00
Event: Woodland Halloween Event
Sponsoring entity: Woodland Witches, Diane Luedtke
Address: 229 Woodland Ave.

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

Event coordinator(s): DIANE LUEDTKE
Contact Info: 507-399-9235 Phone #
di_hair@hotmail.com E-mail

Primary contacts (during event): Jodi
Name: DIANE LUEDTKE Geerdes Name: Cinde Andersen
Cell#: 507-236-0299 Cell#: 507-399-9365
E-mail: jodiegeerdes@yahoo.com E-mail: Cinde.Andersen@C21nr.com

Event Start: Day/Date Oct 31 5:00 PM Time: 5:00 PM
Event End: Day/Date Oct 31st Time: 8:00 PM
Setup: Day/Date Oct 31 Start time: 3:00 PM End Time: 5:00 PM
Teardown: Day/Date Oct 31 Start time: 8:00 PM End Time: 9:00 PM

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

Halloween trick + treaters
Woodland Witches parade @ 5:15
Dancing @ 5:30 + 6:30
Popcorn Trailers
TACO TRAILER
Bird Park vendors, still creating them.

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.

Barricade at Aldin + Woodland intersection
end END of hill @ Lakepark Blvd. entering
Woodland.
Park picnic tables would be
welcomed.
at Bird Park

3. Will outside drinking water or waste collection systems be supplied? Yes; No
If yes, supply public health plans, including the number of toilet facilities that will be available.
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? Yes; No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): Yes; No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: SPEAKERS FOR WOODLAND WITCHES DANCE
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 Diane Juska Title Event Planner Date 9-1-2023

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>9/5/23</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>9-11-23</u>	Action:
City Administrator Approval	Yes	No	Date

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

Garbage + Picnic
TABLES
PLEASE

Bird
Park

DANCE
AREA

Woodland
Ave

Woodland Ave

Sisiter Drive

Lake Park
Blvd

Blvd



Fairmont City Council
September 11, 2023

Agenda Item: 7.C.4

From: Nick Lardy – Supt. of Public Works
To: Mayor and City Council

Subject: Authorize purchase of Jeep Wrangler for the Park Dept

Policy/Action Requested: Motion to approve PO# 14829
Vote Required: Simple Majority Roll Call

Recommendation: Staff requests approval to complete this purchase

Overview:

Attached is a purchase order for a new Jeep Wrangler. This unit is for the Park Department and is replacing a 1999 Jeep Wrangler which will be sold on minnbid.org as it has passed its useful life. Staff are recommending approval of the purchase. Total vehicle cost is \$38,500.00.

Jeep Wranglers are not on state bid, so a second quote is attached for reference.

Snowplow will be purchased separately.

Budget Impact: The purchase was included in the 2023 Park Dept CIP (\$45,000)

Attachments: PO# 14829 to Militello Motors for \$38,500.00. Quotes from Militello Motors and Whitewater Chrysler Dodge Jeep Ram

Council Action: _____ Date: _____



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

GL ACCOUNT NO. 405-45200-55000	PURCHASE ORDER NO. / WORK ORDER NO. 14829
VENDOR: MILITELLO MOTORS, INC. 1029 N STATE ST. FAIRMONT MN 56031	SHIP TO: CITY OF FAIRMONT ATTN: NICK LARDY 100 DOWNTOWN PLAZA FAIRMONT MN 56031

DATE ORDERED: 9/1/23	DATE REQUIRED:
----------------------	----------------

QUANTITY	STOCK #	DESCRIPTION	PRICE	AMOUNT
		AS PER YOUR ATTACHED QUOTE DATED 08-31-23		
		PLEASE PROVIDE THE JEEP AS DETAILED:		
1		2024 JEEP WRANGLER 2-DOOR SPORT		\$31,225.00
		V-6 WITH AUTO TRANSMISSION		\$4,050.00
		FLOOR MATS		\$153.00
		3 PIECE HARD TOP		\$1,346.00
		TRAILER TOW PKG		\$1,076.00
		4 GALS ADDITIONAL GAS		\$14.00
		DESTINATION FEES		\$1,795.00
		TOTAL		\$39,659.00
		QUOTED PRICE		\$38,500.00
		<i>* COLOR - White *</i>		

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

SALES TAX EXEMPT

 AUTHORIZED SIGNATURE

MILITELLO MOTORS INC
 1029 N STATE ST
 FAIRMONT, MN 560313738

Configuration Preview

Date Printed: 2023-08-31 11:42 AM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order

Sold to:
 MILITELLO MOTORS INC (41687)
 1029 N STATE ST
 FAIRMONT, MN 560313738

Ship to:
 MILITELLO MOTORS INC (41687)
 1029 N STATE ST
 FAIRMONT, MN 560313738

Vehicle: 2024 WRANGLER 2-DOOR SPORT (JLJL72)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	JLJL72	WRANGLER 2-DOOR SPORT	31,895	31,225
Package:	24B	Customer Preferred Package 24B	0	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0	0
	DFT	8-Spd Auto 850RE Trans (Make)	4,500	4,050
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*E7	Cloth Low-Back Bucket Seats	0	0
	-X9	Black	0	0
Options:	CWA	MOPAR All-Weather Floor Mats	170	153
	HT1	Black 3-Piece Hard Top	1,495	1,346
	ADH	Trailer Tow and Aux Switch Group	1,195	1,076
	5N6	Easy Order	0	0
	174	Zone 74-Denver	0	0
	4EA	Sold Vehicle	0	0
Discounts:	YGN	4 Additional Gallons of Gas	0	14
Destination Fees:			1,795	1,795

HB: 1,178 Total Price: 41,050 39,659
 FFP: 39,337
 EP: 37,876

Order Type: Retail PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99
 Salesperson:
 Customer Name:
 Customer Address:

38500

Instructions:

P.O. 14829

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final

WHITEWATER CHRYSLER DODGE JEEP RAM
 2162 ENTERPRISE DR
 SAINT CHARLES, MN 559722605

Configuration Preview

Date Printed: 2023-08-31 9:03 AM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order

Sold to: WHITEWATER CHRYSLER DODGE JEEP RAM (45770)
 2162 ENTERPRISE DR
 SAINT CHARLES, MN 559722605

Ship to: WHITEWATER CHRYSLER DODGE JEEP RAM (45770)
 2162 ENTERPRISE DR
 SAINT CHARLES, MN 559722605

Vehicle: 2024 WRANGLER 2-DOOR SPORT (JLJL72)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	JLJL72	WRANGLER 2-DOOR SPORT	31,895	31,225
Package:	24B	Customer Preferred Package 24B	0	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0	0
	DFT	8-Spd Auto 850RE Trans (Make)	4,500	4,050
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*E7	Cloth Low-Back Bucket Seats	0	0
	-X9	Black	0	0
Options:	HT1	Black 3-Piece Hard Top	1,495	1,346
	CWA	MOPAR All-Weather Floor Mats	170	153
	ADH	Trailer Tow and Aux Switch Group	1,195	1,076
	5N6	Easy Order	0	0
	174	Zone 74-Denver	0	0
	4EA	Sold Vehicle	0	0
Discounts:	YGN	4 Additional Gallons of Gas	0	14
Destination Fees:			1,795	1,795

HB: 1,178 Total Price: 41,050
 FFP: 39,337 139
 EP: 37,876 DoB - 2069 39,659

Order Type: Retail PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99 \$ 38,981
 Salesperson:
 Customer Name:
 Customer Address: Doc Fee + 200
 \$ 39,181

Pick Up AT WHITEWATER EDJR
 ST. CHARLES MN.
 TAX TITLE LICENSE BY FAIRMONT.

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



Fairmont City Council
September 11, 2023

Agenda Item: 7.C.5

From: Matthew R York – Public Works and Utilities Director
To: Mayor and City Council

Subject: Public Comments at Commissions/Board Meetings Outside of City Council

Policy/Action Requested: To approve the procedure for Public Comments at Public Meetings that are not City Council Meetings

Vote Required: Simple Majority _____ Roll Call

Recommendation: Approval

Overview:

In an effort to be standardized across all of our Public Meetings, the attached procedure discusses the Public Comment period.

This policy was created using information from the City Council Procedures from October 24, 2022.

By creating a standard, all Public Meetings will be able to handle public requests for comments similarly.

Budget Impact: None

Attachments: Procedure Document

Council Action: _____ Date: _____

**City of Fairmont
Commissions & Boards
Rules of Procedure**

Public Comment and Participation During Commission & Board Meetings.

- a. Public participation at Commission and Board meetings. Commission and Board meetings are the forum for conducting the city's business. While meetings are open to the public pursuant to the Minnesota Open Meeting Law, they are not a forum for public expression. As such, members of the public are not allowed to participate in discussion and debate without a specific invitation and/or formal recognition by the Chair. Members of the public shall not applaud, engage in conversation, or engage in other behavior through words or action that may disrupt the proceedings of the commission/board.
- b. Public conduct at Commission and Board meetings. Members of the public who do not follow the direction of the Chair will be warned that further disruptive conduct will result in removal from the meeting. After warning, if the conduct continues, the Chair may ask the member of the public to leave the meeting room. If the member of the public refuses to follow the direction of the Chair, the Chair may direct the removal of the person through any lawful means or ask for a motion to recess the meeting. In emergency situations, or where conduct is an egregious threat to the safety of the public or the Commission/Board, a warning is not necessary before the removal may be directed.
- c. Public Comment Period. Members of the public may provide public comment during the public comment section of the agenda. All public comments are subject to these limitations.
 - i. Speakers are required to state their name and if they are a resident of Fairmont or a non-resident at the beginning of their comment.
 - ii. Either before the meeting starts, or at the conclusion of their comments, speakers shall provide their name and address to the members of the Board/Commission.
 - iii. Speakers are limited to three (3) minutes for comment.
 - iv. When multiple speakers appear to speak on the same topic, comments should not be repetitive. The Chair may request that the speakers appoint a spokesperson.
 - v. When several members of the public appear to provide comment during a meeting, the Chair may ask Commission/Board to limit the public comment period to no longer than 30 minutes to ensure the efficient operation of the meeting. A decision to limit the public comment period must be approved by a majority vote of the Commission/Board.
 - vi. Speakers shall not use obscene, profane or threatening language, nor conduct themselves in a threatening, loud or boisterous manner that disrupts the conduct of the meeting or the security of the public.
 - vii. Speakers are required to follow the direction of the Chair.

- viii. Commission/Board shall not be required to respond at the same meeting where an issue is initially raised by a member of the public. Matters raised by members of the public will generally be referred to staff for further research and possible report of action at a future meeting.



Fairmont City Council
September 11, 2023

Agenda Item: 10.1

From: Police Chief Michael Hunter
To: Mayor and City Council

Subject: 2024 Joint Powers Agreement with Minnesota River Valley Drug Task Force (MRVDTF)

Policy/Action Requested: Council Approval for Chief and Mayor to sign the Joint Powers Agreement for 2024

Vote Required: Simple Majority Roll Call

Recommendation: Staff recommends continuing partnership with MRVDTF and approve the Joint Powers Agreement.

Overview:

The Fairmont Police Department has been a member of the Minnesota River Valley Drug Task Force (MRVDTF) since re-establishing this partnership in 2017. The MRVDTF is defined as a violent crimes task force with a focus on narcotics enforcement and receives a large portion of the operating budget from a state grant. The remainder of the operating budget consists of membership dues from the partner agencies. Membership dues are based on the population of the member agency. The MRVDTF is in the process of the grant renewal for 2024 and needs to update the signature pages of the Joint Powers Agreement for the grant application.

Fairmont has budgeted for \$17,000 per year since 2017 and we are expecting our membership dues to be \$18,000 in 2024 dependent upon the final grant numbers.

Budget Impact: Fairmont has contributed \$17,000 in yearly dues since 2017. Fairmont’s dues are estimated to be \$18,000 in 2024 based upon the operating grant. We have the yearly dues included in the 2024 preliminary budget proposal at \$20,000.

Attachments: Minnesota River Valley Drug Task Force Joint Powers Agreement and Signature Pages

Council Action: _____ Date: _____

MINNESOTA RIVER VALLEY DRUG TASK FORCE
JOINT POWERS AGREEMENT

This Joint Powers Agreement is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as “Parties,” and individually as “Party” which are signatories to this “Agreement.” This Agreement supersedes any Joint Powers Agreements or amendments effective prior to the date of this Agreement. This Agreement is effective as of the date all ten participating Parties Members have executed this Agreement.

In consideration of the mutual promises and covenants contained herein, and subject to the provisions of Minn. Stat. § 471.59 the following Parties:

Cities	Counties
City of Mankato	Blue Earth County
City of North Mankato	Martin County
City of St. James	Watonwan County
City of St. Peter	Nicollet County
City of Madelia	
City of Fairmont	

Also referred to herein as “Participating Member(s)” hereto agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to provide law enforcement resources for narcotics law enforcement in the jurisdictions of the Participating Members which are party to this Agreement. The Parties recognize that there are benefits for a coordinated Task Force approach for narcotics law enforcement, and to share in resources.
2. **METHOD:** The Minnesota River Valley Drug Task Force (“Task Force”) is a group of law enforcement officers working together under the direction of the Board of Directors for the purpose of narcotics laws enforcement within the boundaries of the Participating Members to this agreement.

Any peace officer assigned to or working with this Task Force is hereby deputized by the governing body of the Participating Member that they enter pursuant to this Agreement for the period of time that they are operating pursuant to and under the authority of this Agreement.

Law enforcement officers may enter the territory of a Participating Member with full police powers in the following circumstances and under the following conditions:

- A. Any investigation relating to the narcotics enforcement mission of the Task Force.
- B. Any investigation relating to a crime in progress or criminals in flight observed by a peace officer assigned to or working with the Task Force.

3. BOARD OF DIRECTORS: The Minnesota River Valley Drug Task Force shall be governed by a Board of Directors. The Board of Directors shall consist of the Sheriff or Chief of Police of each Participating Member or a substitute law enforcement officer designated by the Sheriff or Chief of Police to serve in his/her place. Each board member shall have one vote. A prosecuting attorney appointed by the Blue Earth County Attorney shall also be a Board member and shall have one vote.
4. RECEIPT OF FORFEITURE ASSETS: All assets generated through seizure/forfeiture in narcotics law enforcement cases conducted by Task Force officers or Participating Members shall be forwarded to the Task Force and shall remain the property of the Task Force until such time as the entire Task Force is dissolved. Such forfeited assets shall be forwarded to the Task Force whether derived from an investigation by Task Force officer, by Task Force officers in conjunction with other law enforcement agencies, or by law enforcement agencies of Participating Members acting independently of Task Force officers.
5. DISTRIBUTION OF FORFEITURE FUNDS: Any asset seizures related to Task Force investigation that results in state court-ordered forfeitures must be disbursed according to Minnesota Statute 609.5315, Subd. 5:

Minnesota Statute 609.5315, Subd. 5: Distribution of Money. The money or proceeds from the sale of forfeited property, after payment of seizure, storage, forfeiture, and sale expenses, and satisfaction of valid liens against the property must be distributed as follows:

- A. **70 percent of the money proceeds must be forwarded to the appropriate property agency for deposit as a supplement to the agency's operating fund or similar fund for the use in law enforcement,**
- B. **20 percent of the money or proceeds must be forwarded to the county attorney or other prosecuting agency that handled the forfeiture for deposit as a supplement to its operating fund or similar fund for prosecutorial purposes, and**
- C. **the remaining ten percent of the money or proceeds must be forwarded within 60 days after resolution of the forfeiture to the state treasury and credited to the general fund. Any local police relief association organized under Chapter 423 which received or was entitled to receive the proceeds of any sale made under this section before the effective date of Laws 1988, Chapter 665, Sections 1 to 17, shall continue to receive and retain the proceeds of these sales.**

Under this section, three (3) checks shall be written. The check to the State Treasurer should be sent to:

TREASURER'S OFFICE
303 SHERBURNE AVE.
ST. PAUL, MN 55155

And contain reference to Minnesota Statute 609.5315, Subd. 5.

The remaining checks shall be written and delivered to the appropriate law enforcement and prosecuting agency.

6. DEFEND AND INDEMNIFY: The Task Force shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, damages, judgments, costs and expenses, or lawsuits for damages arising from or related to the acts of the Task Force members and their agents in the performance of the duties contemplated by this Agreement, or by reason of the action or inaction of the Board and/or employees and/or the agents of the Task Force. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b).

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty or bad faith.

Each Participating Member shall be responsible for damages to or loss of its own equipment. Each Participating Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Participating Member for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Participating Members of its officers, agents, employees, or volunteers.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

However, the parties other than the appointed jurisdiction that serves as fiduciary responsibilities agree to save and hold harmless the jurisdiction and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of any failure by the other parties or their subcontractors, agents, or employees to comply with any restrictions placed on use of funds by any governmental entity which are disbursed to them by the jurisdiction pursuant to this agreement.

Under no circumstances shall a Participating Member be required to pay on behalf of itself or other Participating Members, any amount in excess of the limits of liability established in Minn. Stat. Chapter 466, applicable to any third party claim or action. The

statutory limits of liability for some, or all, of the Participating Members may not be added together or stacked to increase the maximum amount of liability for any third party claim or action.

7. EXPENDITURES: Any expenditure over \$1,500.00 requires approval of the Board of Directors, and any narcotics “buy” over \$1,000.00 requires prior approval of the Task Force Commander.
8. FISCAL AGENT: The County of Blue Earth shall serve as fiscal agent. The Blue Earth County Sheriff will serve as the authorized signatory for any official documents, financial records, grant documents, etc., as approved by Board of Directors. The finance director for Blue Earth County shall receive and disburse funds and keep financial records. As fiscal agent, Blue Earth County is authorized to initiate civil court actions, at the request of the Board of Directors, in furthering of Task Force goals.
9. SUPERVISION: The day-to-day supervision of the Task Force shall be provided by a Task Force Commander who is appointed by majority vote of the Board of Directors.

The Task Force Commander assigned to the Minnesota River Valley Drug Task Force will act as the daily coordinator of the Task Force officers and agents assigned from Participating Members.

Duties of the Task Force Commander will include:

- A. Provide effective leadership and administrative coordination of the Minnesota River Valley Drug Task Force.
 - B. Direct officer/agent assignments and manpower as necessary on a daily basis for given investigations.
 - C. Direct field operations.
 - D. Strengthen communications and cooperation with other law enforcement agencies in and outside of the geographic region.
 - E. Provide effective training programs for participating personnel, the costs of which shall be absorbed by the Participating Member employing the officer in question with prior approval from the officer’s employer.
 - F. Act as a liaison with the Command Staff as well as Investigative Divisions of all Participating Members concerning significant case developments, overtime, disciplinary problems, and other performance.
10. PERSONNEL:
 - A. Each Participating Member is responsible for providing its respective personnel with salaries, benefits, and overtime in accordance with FLSA regulations and departmental policy.
 - B. Each Participating Member of the Minnesota River Valley Drug Task Force shall be responsible for acts of its participating officers/agents and shall incur any liabilities arising out of the service and activities of those officers while participating in the Minnesota River Valley Drug Task Force. Personnel assigned

to the Minnesota River Valley Drug Task Force shall have the same duties, powers, privileges, responsibilities, immunities, and jurisdictions as conferred upon them as officers of their own jurisdictions.

- C. Temporary recall of personnel and/or equipment by a Participating Member will be coordinated with the Task Force Commander.
 - D. A two-year or longer assignment of personnel is preferred.
 - E. All personnel assigned to the Minnesota River Valley Drug Task Force shall be coordinated by the Task Force Commander and shall be subject to the directive of that Commander regardless of position or rank in their respective agencies.
 - F. Management from Participating Member, with the input of the Minnesota River Valley Drug Task Force, will handle all actions of a disciplinary nature concerning law enforcement personnel from their Participating Member.
 - G. Each Participating Member will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities. Each Participating Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Participating Member for any worker's compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Member or its officers, agents, employees, or volunteers.
11. EQUIPMENT: The Task Force or the Participating Member will provide all equipment needed for the operation of the Minnesota River Valley Drug Task Force. In the event of negligence by a Task Force employee, the individual employee and/or Participating Member may be responsible for the repair or replacement of the equipment. Vehicles assigned to the Task Force officers will be provided by the Task Force. Insurance for these vehicles will be the responsibility of the Participating Member providing the Task Force officer. Participating Members are expected to properly equip officers/agents assigned to the Minnesota River Valley Drug Task Force with equipment necessary to complete the effective investigations and safe enforcement operations.
12. REPORTS: Officers assigned to the Minnesota River Valley Drug Task Force will use Task Force specific report forms for supplemental reports. The Task Force Commander will develop an annual report that will be sent to all Participating Members in the Task Force.
13. MEDIA: All media releases concerning arrests and investigations conducted by the Minnesota River Valley Drug Task Force shall be coordinated by the Task Force Commander and the chief of police or sheriff of the Participating Members.
14. FUNDING: Each Participating Member agrees to provide whatever resources are agreed to in a yearly proposal to be set by the Board. Those resources may be personnel and/or financial in nature and are designed to assist in the operation of the Task Force. Resources may also be provided in kind (e.g. furnishing office space) at the discretion of the Board of Directors. The Task Force fiscal agent at this time is Blue Earth County.

They shall be charged with the responsibility of keeping all financial records, filing required reports in connection with any grant funding, and complying with any required or requested financial audits.

15. TERMINATION: Any Participating Member may terminate the terms of this agreement by giving thirteen (13) months' written notice to the other Participating Members. Notice of intent to terminate this Agreement must be given no later than December 1 of the year proceeding the year of designated termination.
16. DISSOLUTION: The Task Force may be dissolved by majority vote of the Board of Directors. Any Task Force assets shall be divided among the Participating Members in the Task Force at the time of dissolution. Distribution will be based on populations of Participating Members. (Simplified example: If Task Force assets are \$100,000.00 and combined populations of Participating Members is 100,000, and Mankato population is 30,000 and Blue Earth County is 30,000 not counting the City of Mankato, then Mankato receives \$30,000.00 and Blue Earth County receives \$30,000.00, etc.) Non-liquid asset values shall be determined by the fiscal agent.
17. INSURANCE: The Task Force shall obtain and maintain liability insurance and the liability insurance must be consistent with the risk exposure of the Task Force under the state tort liability limits found in Chapter 466 of the Minnesota Statutes.
18. AMENDMENTS: This agreement may be amended only in writing and upon the consent of the governing bodies of all of the Participating Members.
19. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the fiscal agent.
20. RECORDS, ACCOUNTS AND REPORTS: The books and records of the Minnesota River Valley Drug Task Force shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16C.05, Subd. 5.
21. Each signer certifies that the governing body of the Participating Member which they represent has passed a resolution authorizing entry into this Joint Exercise of Powers Agreement and that the signer has the authority to execute this Agreement on behalf of the Participating Member.

Participating Cities:

City of Mankato Director of Public Safety

Date: _____

Mankato City Manager

Date: _____

City of North Mankato Chief of Police

Date: _____

North Mankato City Administrator

Date: _____

City of St. James Chief of Police

Date: _____

St. James Mayor

Date: _____

City of St. Peter Chief of Police

Date: _____

St. Peter City Administrator

Date: _____

City of Madelia Chief of Police

Date: _____

Madelia City Administrator

Date: _____

City of Fairmont Chief of Police

Date: _____

Fairmont Mayor

Date: _____

Participating Counties:

Blue Earth County Sheriff

Date: _____

Blue Earth County Board Chair

Date: _____

Martin County Sheriff

Date: _____

Martin County Board Chair

Date: _____

Watonwan County Sheriff

Date: _____

Watonwan County Board Chair

Date: _____

Nicollet County Sheriff

Date: _____

Nicollet County Board Chair

Date: _____



Fairmont City Council
September 11, 2023

Agenda Item: 10.2

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

Subject: Airport Layout Plan/Master Plan (ALP/MP) Update Project

Policy/Action Requested: Request approval for the Mayor and City Clerk to sign agreement with KLJ Engineering Services for the Airport Layout Plan in the amount not to exceed \$436,723.55.

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview:

The Airport is beginning a project to update the Airport Layout Plan/ Master Plan. The airport layout plan is a requirement by the FAA. It is recommended to be updated about every 10 years. The last one for Fairmont was done in 2010. Some future projects triggered the ALP to be updated. The ALP will serve as a planning guide for future development and projects. We are using KLJ Engineering Services for the project. There will be a lot of surveying, research, data collection, and FAA compliance to put the ALP together. Attached is a scope of work, fee schedule, and a task order for the project. The total project cost estimate from KLJ is \$436,723.55. This will be a 90% FAA, 5% MNDOT Aero, 5% local funded project. The local share will be about \$22,000.

Budget Impact: \$22,000 From Aeronautics Fund

Attachments: Task order, scope of services, fee schedule

Council Action: _____ Date: _____

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 16, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: September 11, 2023
- b. Owner: City of Fairmont
- c. Engineer: KLJ Engineering LLC (KLJ)
- d. Specific Project (title): Airport Layout Plan/Master Plan Update with AGIS
- e. Specific Project (description): The project consists of completing an Airport Layout Plan and Airport Master Plan with Airports Geographic Information Systems (AGIS) data collection in accordance with current FAA requirements.

2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are as described in Attachment A – Detailed Scope of Services (Planning) and Attachment A.1 – Feature Classes and Data Capture Method.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order:

- A. None.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, as well as described in Attachment A – Detailed Scope of Services (Planning).

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the schedule as described in Attachment A – Detailed Scope of Services (Planning).

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Task 1 – Airport Layout Plan/Master Plan with AGIS	\$436,723.55	Lump Sum
2. Additional Services	NA	Direct Labor Costs Times a Factor
TOTAL COMPENSATION	\$436,723.55	Lump Sum

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

A. NV5 Geospatial, Inc.

8. Other Modifications to Agreement and Exhibits:

A. None.

9. Attachments:

- A. Attachment A – Detailed Scope of Services (Planning)
- B. Attachment A.1 – Feature Classes and Data Capture Method
- C. Attachment B – Hourly Rate and Cost Breakdown
- D. Attachment C – Federal Contract Provisions
- E. Attachment D – NV5 Geospatial, Inc. Scope & Fee Proposal

10. Other Documents Incorporated by Reference:

A. None.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 11, 2023.

OWNER: City of Fairmont

ENGINEER: KLJ Engineering LLC

By: _____

By:  _____

Print Name: _____

Print Name: Jake Braunagel

Title: _____

Title: Aviation Group Leader

Engineer License or Firm's
Certificate No. (if required): _____

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Jake Braunagel, PE

Title: _____

Title: Client Manager

Address: _____

Address: 5110 East 57th Street
Sioux Falls, SD 57108

E-Mail
Address: _____

E-Mail
Address: Jake.Braunagel@kljeng.com

Phone: _____

Phone: 605-444-1870



Attachment A
Detailed Scope of Services (Planning)
Fairmont Municipal Airport (FRM); Fairmont, MN
Airport Master Plan
AIG Project #3-27-0029-023-2024
KLJ #2305-00694
August 28, 2023

PROJECT DESCRIPTION

General

The work is to occur at the Fairmont Municipal Airport (FRM) in Fairmont, Minnesota, under the terms and conditions of the Standard Agreement for Professional Services (Agreement) between the City of Fairmont, Minnesota (Owner) and KLJ (Engineer).

The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the City of Fairmont, Minnesota.

Detailed Scope of Services have been outlined to complete the following work tasks:

- Conduct Airport Master Plan Study
- Update Airport Layout Plan
- Develop Exhibit "A"/Airport Property Map
- Conduct Aeronautical Survey

The Engineer shall complete the following study deliverables:

- Airport Master Plan Narrative Report
- Airport Layout Plan (ALP)
- Runway Safety Area Determination
- Aeronautical Survey Data
- Exhibit "A"/Airport Property Map

The Engineer shall perform the work under this Agreement with approved FAA Advisory Circulars (AC) and regulations that are current as of the date of this Attachment A. These include but are not limited to:

- FAA AC 150/5070-6B, *Airport Master Plans* (Change 2)
- FAA AC 150/5300-13B, *Airport Design*
- FAA AC 150/5325-4B, *Runway Length Requirements for Airport Design*
- FAA AC 150/5190-4B, *Airport Land Use Compatibility*
- FAA AC 150/5000-17, *Critical Aircraft and Regular Use Determination*
- FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*
- FAA Order 1050.1F *Environmental Impacts: Policies and Procedures*
- FAA AC 150/5300-16A, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*
- FAA AC 150/5300-17C, *Standards for Using Remote Sensing Technologies in Airport Surveys*
- FAA AC 150/5300-18B, *General Guidance and Specifications for Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*
- FAA Standard Operating Procedures (SOP) including 2.00; 3.00; 8.00; and 9.20

Changes to the FAA Advisory Circulars and regulations after the date of this Attachment A shall be addressed per the terms of the Agreement.

The Scope of Work received concurrence from FAA Dakota/Minnesota Airports District Office on **DATE**. Modifications or additions that significantly change the services to be performed shall be treated as a change in the project scope of services subject to additional compensation per the Agreement. Additional work may not be eligible for FAA AIP funding.

Background

The most current Airport Layout Plan (ALP) for FRM was approved by the FAA in 2010. This project will serve as the Owner's guide identifying future development necessary to accommodate existing and future aviation demand at the Fairmont Municipal Airport. This project is needed now at FRM for the following reasons:

- Evaluate and determine the future location and length of Runway 13-31 to address Runway Object Free Area, Runway Safety Area, Runway Protection Zone and airspace obstruction deficiencies.
- To determine future siting location of localizer and glideslope for Runway 31 ILS. The equipment has reached the end of useful life and MnDOT plans to replace the unit. The existing locations do not meet current siting standards and are located within the Runway Object Free Area. Additionally, other impacts such as grading, roads and perimeter fencing in the Critical Area need to be evaluated.
- Identify hangar/terminal area development needs and accommodate storm water retention as needed with development
- Meet current FAA design standards

The Engineer understands the Owner's specific objective(s) of the project include:

- Maximize the length of Runway 13-31
- Accommodate the hangar development needs through the planning period

Although there is no guarantee the project will achieve each objective, the Engineer has utilized these objectives to formulate the project scope of work.

The Engineer shall utilize the following studies to assist in data gathering:

- 2010 Airport Layout Plan

Completion Time

The Engineer shall complete the work within 24 months of the Owner issuance of the Notice to Proceed. Anticipated project milestone dates after NTP are:

- Aviation Activity Forecasts: Submittal – Month 4
- Aeronautical Survey Data: Submittal - Month 10
- Airport Planning Narrative Report: Submittal – Month 18
- Draft Airport Layout Plan: Submittal – Month 18
- Final Airport Layout Plan: Submittal – Month 22
- Project Closeout Report: Submittal – Month 24

The above schedule allows for a maximum of 60 day review by the FAA for deliverables requiring FAA approval. All completion dates are subject to change based on actual FAA review timelines.

Schedule and fee is based on FAA funding for the project being approved for FFY 2024. If funding does not become available in 2023, timelines and fee may be revised accordingly.

PROJECT FORMULATION

Project Scoping Meeting with Owner. The Engineer shall attend a meeting to discuss critical planning issues, project goals, study design, FAA Pre-Application and airport capital improvements plan with the Owner (via teleconference (2 meetings)). It is anticipated the Engineer staff attending the meeting shall consist of 2 staff member(s).

Prepare Detailed Scope of Services and Schedule. The Engineer shall prepare a Detailed Scope of Services and preliminary schedule based on the information obtained during the Owner Scoping Meeting. Engineer shall submit the Detailed Scope of Services and schedule to the Owner for review and make applicable modifications as agreed upon.

Project Scope of Services Review with FAA & State. The Engineer shall present the draft and final Scope of Services for review and acceptance. The Engineer shall coordinate and collaborate with the Owner, FAA & State to facilitate the review and acceptance process. The Engineer anticipates one (1) edit to refine study design based on FAA comments. It is anticipated the Engineer shall attend 1 meeting(s) with FAA via teleconference to discuss the project scope consisting of 4 staff members.

Detailed Scope of Services and Fee Negotiations. Upon Detailed Scope of Services approval from the FAA, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner. It is anticipated the Engineer shall attend 1 meeting with the Owner via teleconference to discuss the project scope and fee.

Agreement for Professional Services. The Engineer shall compile the Agreement for Professional Services (Agreement), complete an internal review and execution of the Agreement for approval by the Owner.

Prepare and Coordinate Subconsultant Agreements. The Engineer shall prepare the appropriate contract documents and the execution of subconsultant agreements to support the agreed Detailed Scope of Services and the Engineer's Agreement with the Owner.

Independent Fee Review Coordination. The Engineer shall prepare and coordinate the appropriate documents for the independent fee review based on the completed fee negotiations.

PROJECT MANAGEMENT & ADMINISTRATION

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects. The Engineer has identified (Kent Penney) as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

Project Budget Setup / Review / Projections. The Project Manager shall coordinate with the internal Accounting staff to establish the internal budgets. The Project Manager shall review budgets and budget projections up to a bi-weekly basis and coordinate any known issues with the Owner.

Monthly Invoicing. The Project Manager and shall prepare monthly billings of project accounting.

Periodic Internal Meetings. The Project Manager and project team anticipate regularly scheduled meetings, including a project startup meeting, to review project work items, project schedule and any outstanding issues encountered. During the project, the meetings will be conducted on at-least a monthly basis and be arranged by the Lead Planner. The staff attending meetings will typically include the Lead Planner, Client Manager, Project Manager, Supporting Planners, CAD staff, GIS staff, Survey staff, and Environmental staff each as needed depending on the phase of the project.

Develop Quality Control Plan. The Engineer shall develop a Quality Control Plan for the project. The Plan shall include project instructions, milestone checking, and peer review procedures at each phase of the project.

Monthly Status Reports. The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

AIRPORT PLANNING & NARRATIVE

Introduction. The Engineer shall prepare an introduction to the study to document important considerations for the narrative report. The following tasks are anticipated to be completed by the Engineer:

- Introduce the purpose and need for the airport planning study.
- Document study's goals, objectives and public involvement program.
- Document local airport planning considerations.
- Prepare draft and final narrative for Owner, State and FAA review and concurrence.

Facility Inventory. The Engineer shall gather relevant existing social and built environmental background information to formulate baseline profiles of the community and airport. The following tasks are anticipated to be completed by the Engineer:

- Collect background documentation from the airport, FAA and State. Conduct a physical facility field inventory. Obtain relevant geographic information systems (GIS) data for project use.
- Collect background information on airport location and access, history, climate, aeronautical role on national and state levels, and role within the community.
- Inventory and describe existing facilities including airfield/airspace, general aviation, support, access/circulation and parking, utilities and other pertinent facilities.
- Describe regional setting and land use including adjacent land uses, land use plans and zoning. Identify airport service area and surrounding airport roles. Document existing and potential hazards and incompatible uses of land surrounding the airport.
- Gather pertinent socioeconomic data from US Census Bureau, state, local and private sources. Identify any local conditions in the area that are affecting or may affect airport activity.
- Gather relevant historical aviation activity data from airport, FAA and State sources.
- Gather relevant historical airport operational data (i.e. fuel sales, based aircraft, waiting lists) from airport, FAA and State sources.
- Obtain financial data from the airport including basic information on the airport's business model, summary of operating revenues and expenses as well as sources of capital funding. Obtain FAA and State grant history.
- Prepare exhibits that graphically depict existing facilities.
- Prepare draft and final narrative for Owner, State and FAA review and concurrence.

Environmental Inventory. The Engineer shall gather available information to formulate a baseline environmental profile. This review will follow general guidelines of FAA Order 5050.4 and potential impact categories identified in FAA Order 1050.1. The following tasks are anticipated to be completed by the Engineer:

- Research and describe the airport's natural environmental setting.
- Research known environmental features including major airport drainage ditches, wetlands, flood zones, historic or cultural features, section 4(f) features, flora/fauna, natural resources and other features identified in FAA Order 5050.4. An online records search will be completed.
- Conduct planning-level research to identify other NEPA environmental features that may be impacted by potential airport development.
- Complete other specialized environmental inventory work for this study:
 - Complete an office delineation of wetland based on aerial photography for on-airport and adjacent off-airport property areas (approximately 1,200 acres) to cover potential future airport expansion area.
 - Perform a Section 106 field review with a Phase I reconnaissance cultural resource field survey to identify and record cultural resources and potentially historical properties within airport property and potential future airport expansion areas (approximately 650 acres). Coordination with Traditional Cultural Specialist as needed.
 - i. Existing buildings will be evaluated to see if they meet the criteria for the National Register of Historic Places.
- Prepare exhibits that depict the environmental inventory.
- Prepare draft and final narrative for Owner, State and FAA review and concurrence.

This task is not intended to satisfy the requirements of NEPA but is provided to create awareness of the potential environmental impacts early in the planning process.

Aviation Activity Forecasts. The Engineer shall prepare aviation activity forecasts for the planning period (20 years) to identify basic facility needs. The following tasks are anticipated to be completed by the Engineer:

- Complete the forecast process including identifying aviation activity measures, review previous airport forecasts, gather data, select forecasting methods, apply forecasting methods and evaluate results, compare forecast results with FAA Terminal Area Forecast (TAF) and obtain FAA approval.
- Obtain source data including the FAA's TAF, FAA National Forecasts, FAA Historical Data, State Aviation System Plan Data, socioeconomic data and other sources including FAA Airport Master Record and Owner provided flight activity.

- Document and evaluate factors that affect aviation activity including significant economic characteristics, demographic characteristics, geographic attributes, aviation-related factors and other external factors that may warrant adjustments to FAA forecasts.
- Prepare short- (5 year), medium- (10 year) and long-term (20 year) forecasts of annual aviation demand utilizing a base forecast federal fiscal year of 2022 for the following aviation demand elements:
 - Operations
 - i. Itinerant (General Aviation, Military)
 - ii. Local (Civil, Military)
 - iii. Annual Instrument Approaches
 - iv. Peak Activity and Design Hour
 - Critical Design Aircraft (Type(s), Operations)
 - Based Aircraft (Total, Fleet Mix)
- Document the forecast process. Summarize forecasts with FAA template and compare with FAA TAF.
- Prepare draft and final narrative for Owner, State and FAA review and approval.

Facility Requirements. The Engineer shall identify applicable FAA design standards needed to satisfy aeronautical demand. The following tasks are anticipated to be completed by the Engineer:

- Identify planning activity levels (PALs) that would trigger facility requirements.
- Evaluate emerging aviation industry trends and their effect on the airport.
- Identify the critical design aircraft family and design hour activity demand.
- Determine existing, future and ultimate requirements for each of the following items:
 - Airfield Capacity (Annual Service Volume)
 - Runways (Design Codes, Dimensional Standards, Wind Analysis/Orientation, Length & Width, Declared Distances, Pavement Strength/Condition)
 - Research aircraft performance and complete runway length analysis using ACRP Small Aircraft Runway Length Tool, AC 150/5325-4B charts (<12,500 pounds and 12,500-60,000 pounds), and aircraft operators Pilot Operating Handbooks (POH).
 - Complete a Runway Safety Area Determination in accordance to FAA SOP 8.0 for both Runway 3-31 and Runway 2-20
 - Survey grade from edge of runway pavement and beyond runway threshold to the limit of the RSA.
 - Inventory features within RSA
 - Taxiways/Taxilanes (Configuration, Design Codes, Pavement Strength/Condition)
 - Electronic, Visual, Satellite or Other Navigational Aids (Types, ATC facilities, Approaches, Weather Reporting)
 - Siting of Runway 31 ILS Localizer and Glide Slope equipment expected to be replaced in near-term.
 - Airspace (classification, obstruction review)
 - Land Use (FAA Runway Protection Zone, MnDOT Clear Zones, State standards, Zoning)
 - Document incompatible land uses within the Runway Protection Zones
 - General Aviation (Aircraft Storage Facilities, Aircraft Parking Aprons, GA Terminal, Passenger Convenience)
 - Support Facilities (Airport Maintenance, Snow Removal Equipment, Fuel Dispensing/Storage, Airport Equipment/Buildings)
 - Ground Access, Circulation and Parking (Roadways, Access Roads, Public Parking)
 - Utilities (Cursory review of Water, Sanitary Sewer, Gas, Drainage, Power, Communications)
 - Other Infrastructure on the Airport (Fencing/Security, Non-Aeronautical)
- Provide supporting information that maybe needed for justification of projects that will occur within the near-term (5-years)
- Identify deficiencies to projected demand and FAA design standards.
- Document airport compliance issues including steps for the airport to achieve compliance.
- Prepare draft and final narrative for Owner, State and FAA review and concurrence.

Alternatives Development & Evaluation. The Engineer shall formulate and analyze reasonable airport development alternatives that meet design standards and demands through the planning period. An alternatives analysis will be prepared. The following tasks are anticipated to be completed by the Engineer:

- Identify the primary and secondary alternative elements for the airport functional areas (i.e. airfield, general aviation).
- Identify preliminary alternative concepts for each primary airport element.
- Perform an initial screening analysis of the alternatives based on subjective criteria. Recommend up to three (3) alternative for each functional area to proceed for further refinement and analysis.
- Evaluate remaining alternatives for each functional area based on the following factors to understand the strengths, weaknesses and implications of each alternative. Factors include:
 - Operational Performance (capacity, capability, efficiency)
 - Environmental Factors
 - Fiscal Factors
 - Other Factors (i.e., implementation, development flexibility)
- Document potential Runway Protection Zone impacts and considerations with each alternative.
- Combine alternatives, as needed, to evaluate how each may affect other airport functional areas.
- Obtain input from stakeholders (including Owner, State and FAA) through project meetings and coordination efforts. Make necessary revisions.
- Prepare and evaluate alternatives for secondary elements.
- Work with the Owner to select a preferred alternative(s) for each functional area.
- Document the basis for selecting the preferred alternatives.
- Prepare Exhibits that depict the alternatives analyzed.
- Prepare draft and final narrative for Owner, State and FAA review and concurrence.

Implementation (Project Implementation, Financial, Environmental, Compatibility).

The Engineer shall formulate realistic implementation strategies and a funding plan for the proposed capital improvements identified in the planning study. Proposed capital projects will be reviewed for potential environmental consequences to determine what types of environmental clearance may be required. Land use compatibility with the development plan will be reviewed to determine reasonable actions to eliminate, mitigate or prevent incompatible land uses.

The following tasks are anticipated to be completed by the Engineer:

Project Implementation

- Identify major airport development projects and prepare a development phasing plan strategy.
- Prepare planning-level project cost estimates stated in current dollars.
- Develop a recommended implementation plan considering available funding, project priorities, triggering events, environmental requirements, required approvals and sponsor preferences.
- Describe each airport development project in the planning period which may include description, triggering events/milestones, prerequisites/action items, and funding.
- Formulate an updated Capital Improvement Plan (CIP) schedule/timeline containing projects that are phased over the planning period, with emphasis on the 10-year horizon. Prepare the CIP funding plan using realistic assumptions about the amount of Federal, State and Local funding available for projects.
- Prepare Exhibits that depict each stage of development.

Financial

- Describe sources of funding including Federal, State, Third Party Development, Bonds, Private and Local Funds.
- Outline Owner’s sources and methods of financing its share of the cost of the proposed improvement projects, including local, state, federal and private sources.

Environmental

- Perform a basic preliminary evaluation of the proposed capital improvements to determine what documents/clearances are needed (CATEX, EA or EIS).
- Identify required Federal, State and local permits to accomplish the proposed projects.
- Identify known environmental issues that will require further study and/or impact proposed projects.
- Complete an Airport Recycling, Reuse, and Waste Reduction Plan (Facility Description and Background, Review of Recycling Feasibility, Operations & Maintenance Requirements, Review Waste Management Contracts, Potential for Cost Savings or Revenue Generation, Plan to Minimize Solid Waste Generation)

Compatibility

- Evaluate FAA land use compatibility standards for airspace, safety, and wildlife elements. Recommend reasonable actions to eliminate, mitigate or prevent hazards.
- Develop basic land use compatibility recommendations based on study conclusions.
- Prepare draft and final narrative for Owner, State and FAA review and concurrence.

Master Plan Narrative Report. The Engineer shall compile a narrative report to document key information and provide the rationale for decision making. Prepare draft and final narrative report sections/chapters summarizing key information. The Narrative Report shall likely consist of approximately 100-150 pages of Engineer-developed text and graphics. Prepare Appendix documenting technical information and Public Involvement.

Internal Quality Control. The Engineer shall complete internal quality control procedures for the airport planning and narrative report, including peer review(s) throughout the study.

Documentation & Review Process. The Engineer shall prepare the narrative report in accordance with FAA and State guidelines. The draft narrative report shall be submitted to the Owner, State and FAA for review and approval. The Engineer shall attempt to facilitate a progressive chapter review with the Owner, State and FAA as sections are completed. The Engineer shall address up to one (1) round of FAA, State and Owner comments. The Engineer shall deliver an electronic PDF of the final narrative report to the Owner, State and FAA. The Engineer shall print, compile and deliver up to ten (10) bound copies of the final narrative report for the Owner, and one (1) bound copy to the State and FAA if requested.

PUBLIC INVOLVEMENT & MEETINGS

The purpose of this task is to encourage information-sharing and collaboration among the airport stakeholders including the general public. Coordination efforts and meetings may be required to understand key issues, solicit input and feedback, address issues and help build understanding and consensus on airport planning decisions.

Public Involvement Program. The Engineer shall assist the Owner in identifying airport's stakeholders to participate in project meetings, outline key challenges and opportunities that should be examined in the study, and prepare the public involvement program for the study.

Project Meeting(s) with Stakeholders. The recommended format for stakeholder meetings is a Master Plan Advisory Committee (MPAC). The MPAC will be made up of various stakeholder representatives to provide valuable input and feedback throughout the study. The Engineer anticipates conducting up to 4 meetings with the MPAC to discuss airport planning. It is anticipated 2 staff members shall attend each meeting at the following milestones of the study:

1. Project Meeting #1 (Kickoff/Inventory - Fairmont)
2. Project Meeting #2 (Forecast/Facility Requirements - Fairmont)
3. Project Meeting #3 (Alternatives - Fairmont)
4. Project Meeting #4 (Implementation/Financial Feasibility - Fairmont)

Public Informational Meeting(s). The Engineer anticipates conducting one public informational meeting with the Owner (in Fairmont) to review the study. This meeting shall be an informal "open house" style with a presentation. It is anticipated 3 staff members shall attend each meeting. It is anticipated the public informational meeting will be held at the following milestone(s) in the study:

1. Open House (Alternatives)

Agency Progress Meeting(s) & Coordination. The Engineer shall attempt to include appropriate FAA and State representatives for technical progress meetings by teleconference. These will be separate from the MPAC meetings and will include the Owner, FAA and State to items more technical in nature. It is anticipated 3 Engineer staff shall attend each meeting. It is anticipated up to 8 meeting(s) will be held at project milestones and other key decision points (e.g. ILS replacement) involving FAA and State.

Additionally, the Engineer shall correspond with FAA and State staff throughout the project to update the agencies on project status, answer questions, solicit necessary project information, follow-up on action items, as well as facilitate a prompt review, concurrence and approval of project deliverables.

Stakeholder Outreach. Conduct separate e-mail or phone interviews with key airport stakeholders to understand specific aeronautical needs.

Public Outreach Campaign. These efforts facilitate stakeholder involvement and keep the general public aware of the study progress. Efforts are anticipated to include:

- Public Comments – The Engineer shall provide an online method to gather and track general public comments on the study. A webpage link will be provided to the Owner.
- Project Website - The Engineer shall prepare content and develop a project-specific webpage for the study to share project documentation such as meeting announcements, agendas, presentation materials, handouts, reports and a public comment form online.

Project Meeting(s) with Owner. It is anticipated that the Engineer shall attend 4 miscellaneous Owner meetings (Fairmont/Teleconference) to facilitate Owner review and approval of the airport planning study with the airport’s governing body (Airport Advisory Board and City Council).

Documentation. For each meeting the Engineer shall prepare meeting materials and summary meeting notes.

AERONAUTICAL SURVEY

The purpose of this task is to perform an FAA Airport Data and Information Portal (ADIP) a Safety Critical Not Including Design ALP project as required from Advisory Circular (AC) 150/5300 – 18B for the creation of survey and GIS data. The survey data collection and submittal of the GIS data complies with Federal Aviation Administration (FAA) Advisory Circulars (AC) 150/5300-16B, 150/5300-17C and 150/5300-18B as well as procedures provided in the Airport Data Information Portal (ADIP). The data will encompass feature classes defined in AC 150/5300-18B that are defined for collection of this project. The data will be referenced to the National Spatial Reference System (NSRS) using Airport Primary (PACS) and Secondary Survey Control (SACS) or establishing temporary control if the PACS and SACS have been destroyed or have not been established. An obstruction survey and Airport Airspace Analysis (AAA) will be conducted for Runways 13/31 and 2/20 using all applicable vertically guided obstruction identification surfaces. Once validated to conform to FAA specifications in AC 150/5300-16B, AC 150/5300-17C and AC 150/5300-18B, the final project report and data collected will be uploaded to the FAA Airports GIS project page for the airport.

This project will create new feature classes as required in AC 150/5300-18B as described above and as shown in *Attachment 1- Feature Classes and Data Capture Method*. After the ground survey and along with the aerial photography mission, GIS feature classes will be developed, attributed and submitted as part of this project on the FAA ADIP Internet page.

Aeronautical Survey Project Tasks

- Sub-Task 1 - Project Formulation
- Sub-Task 2 - Project Management Services
- Sub-Task 3 – Preliminary Task Requirements
- Sub-Task 4 – Geodetic Control
- Sub-Task 5 – Aerial Photography and Planimetric Mapping
- Sub-Task 6 – Field Survey and Feature Class Collection
- Sub-Task 7 – GIS Data Development
- Sub-Task 8 – Airport Airspace Analysis
- Sub-Task 9 – ADIP Project Reports
- Sub-Task 10 – Final ADIP Project Report
- Sub-Task 11 – ADIP Grant Administration and Closeout Reporting

FAA Airport GIS Project Required Documents

The following documents define requirements for work to be performed by the project:

- AC 150/5300-16B General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
- AC 150/5300-17C General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey
- AC 150/5300-18B Survey and Data Standards for Submission of Aeronautical Surveys Data using Airports GIS.
- AC 150/5300-13A Airport Design

SUB-TASK 1 Project Formulation. The purpose of this task is to establish the depth of scope for the project outlined below:

- Scoping Meeting: At the start of the planning process, two (2) scoping meetings will be held with the Owner and FAA to determine the need and scope of the project.
- The first meeting will be to identify the initial range of desired scoping items.
- The second meeting will be to present the scope of services and identify any changes that may need to be made before they are finalized.

SUB-TASK 2 Project Management Services. Project management is crucial to the success of all projects. Specifically to this project, the Engineer has identified the Project Manager as Andrew Larson PE and Kent Penney as the Lead Planner. The survey will be performed by David Sorenson PLS as the Survey Manager. GIS feature class production and the GIS management team is headed by Aviation Geospatial Manager Aaron Norby, PLS.

SUB-TASK 3 Preliminary Task Requirements. The purpose of this task is to establish the depth of scope for this project. This task also creates a project on the Airports GIS web site and develops a Statement of Work, Imagery Plan, Survey and Quality Control Plan for FAA Approval, Interviews of Key Personnel, Survey Work Plan, Safety Phasing, and Survey Coordination. The following are preliminary task requirements:

Airport GIS Tasks. The Engineer will manage and coordinate the following through ADIP:

- Guide the Owner through the creation of a user account for the Owner. This includes registration of the Owner as an ADIP user. Verification by FAA of Owner’s authenticity. Engineer will prepare document where Owner authorizes the Engineer to establish and manage the Owner’s ADIP account.
- Create project in ADIP.
- Assign team members to have access to the project.
- Upload Statement of Work for the survey project, for concurrence and approval by the FAA Dakota Minnesota Airports District Office - Minneapolis Office.
- Upload the Survey and Quality Control Plan and Imagery Plan for approval by the National Geodetic Survey (NGS) and FAA; this scope includes up to one revision of each document based on review comments provided by FAA and or NGS.
- Upload weekly status and progress report in ADIP. Weekly reporting will be provided from the point at which Survey plans have been approved until project has been accepted by NGS and thus completed.
- Testing of survey file. Engineer will use the “Test survey file” function of ADIP to ensure that survey data uploaded will pass the automatic data validation, when survey data is uploaded.
- Upload Survey data. This includes uploading of survey data collected through photogrammetric and field survey methods and submission for verification. This step includes one resubmission of Survey data based on review comments from NGS.
- Deliver digital orthophotography. Upload tracking information for orthophotography delivery for the airport as required per AC 150/5300-17C Section 22: FAA deliverables.
- Upload of Final survey report and supporting documentation such as field notes, survey sketches, survey log files and checklists, photos, survey files, and other documentation as required for each feature per AC 150/5300-18B.

Statement Of Work. The Engineer will assist the Owner in the development of a Statement of Work. This is a document that outlines the work the Owner has contracted with sub consultants for inclusion in the FAA Airport GIS system. The Statement of Work is not the Engineer’s Scope of Services but rather a communication to FAA ADIP of what the proposed project will entail.

The following items will be included in the Statement of Work:

- Airport identification
- Contact information for the Owner
- Contact information for the Engineer preparing the Statement of Work
- Anticipated Notice to Proceed Date
- Anticipated Completion Date
- Objectives and Background
- Requirements applicable to the project
- Geodetic Control to be used
- Geospatial references used for the project
- Survey methods and Quality Control measures that will be used to ensure that data acquired meets FAA accuracy standards
- Testing of Survey Files
- Preparation of a final survey report, containing results, conclusions and recommendations

Imagery Plan. An Imagery Plan will be required and submitted for this project. The imagery plan will be developed in accordance with requirements in AC 150/5300-17C. The plan will be submitted for FAA review and approval through the ADIP website prior to collection of imagery. The plan will include the following:

- Airport name
- Airport Identifier
- Submitting Organization – Name, Address, Telephone and Fax Numbers, Contact Person and Email address
- Description of the purpose of the aerial photography and LIDAR data (if acquired) in support of the survey, proposed flying height, large mapping scale expected, and how the proposed flying heights will achieve the required accuracy
- The number of proposed flight lines
- Method proposed to geo-reference the imagery within acceptable accuracies.
- Provide an ASCII text file of the proposed imagery control stations
- Detailed description of how airport features will be extracted from the imagery within the required accuracies
- Remote sensing method proposed for use to identify, locate, and observe the required objects within the required accuracies
- Quality Assurance – detail the quality control procedures and practices proposed for use during and following data collection. Details of how the submitting organization will ensure traceability and adherence to the requirements of the General Specifications standard will be included
- Summary of methods used to ensure high-quality data.
- Description of the quality control measures that will be used to ensure the data is checked, complete, reliable, and meets the accuracy requirements (including error analysis) in these general specifications
- Description of the evidence that will be provided to demonstrate how methods used to collect various types of features met the desired accuracies
- Procedures used to backup and archive the collected data
- Procedures used to ensure that original data is not modified once collected
- Methods used to check all file formats and summary of the file naming convention for all electronic files
- Provide complete listing of the equipment proposed to be used in the survey, including model and serial numbers, specifications, calibration reports, and equipment maintenance reports for the field, aerial and office equipment and software used. The appropriate Calibration Certificate for the aerial camera(s) proposed for use in the project will be provided. This calibration certificate will be dated within 3 years of the estimated completion of the collection.
- A generalized schedule identifying anticipated imagery acquisition dates, delivery of required data and information to NGS and expected delivery of imagery to the FAA and Airport Owner
- Provide Image Control Points
- Proposed number and location of points used to geo-reference the imagery. Raw data files and Control Network calculations and adjustment report will be included. The control network calculations may be supplemented with OPUS solutions. If Opus solutions are used, a copy of the Opus solutions will be included.

- Each image control point will be documented using FAA station location and visibility form; a separate form will be completed for each point. These forms will be included in the Image Acquisition report submitted to NGS, as well as in the final report supporting documentation.
- Image control points will be positioned at distinct boundaries with a high to lower contrast, as far as is possible based on terrain and surface improvements. If ground feature boundaries and contrast so permit, the feature will be determined, documented and used as an Image control point but aerial target will be omitted.
- Image Control points will be marked based on target size requirements provided by aerial image acquisition firm. Aerial targets will be removed once image acquisition has been approved by the NGS.
- The minimum horizontal accuracy requirement for image control points will be 1.0 foot relative to NAD83 (2011). The orthometric elevations for each image control point will be 1.0 foot relative to NAVD88. Adequate survey accuracy for aerial control will be provided, as defined in AC 150/5300-17C section 7 Accuracy and Datum's.
- Detailed information on the type of camera, file and scanner to be used when completing the aerial photography.

Aerial targets will be placed in public Rights-Of-Ways as far as possible, however when this is not possible, this task will also include time to acquire permission from landowners who will be having aerial targets placed on their property for a period of time for the photogrammetry flights. In addition, this includes time for coordination with landowners of obstacles which will need verified.

The image acquisition mission for this project will be a single flight and will be flown in accordance with requirements of AC 150/5300-17C. Imagery collected from this project will provide the AAA for Runways 13/31 and 2/20. The Engineer will also provide a ground obstruction verification of identified obstacles from the aerial photography contractor submitted to ADIP for verification of obstacles affecting all of the vertically guided and non-vertically guided Obstruction Identification Surfaces (OIS).

Survey and Quality Control Plan. The Survey and Quality Control Plan (SQCP) will be developed based on the template provided on the ADIP website. The SQCP describes how the Engineer will meet the technical specifications required for the project. The SQCP will be submitted through the ADIP website for review and approval prior to commencement of work. Each of the following areas will be addressed:

- Project Observation Geo referencing – establishment of tie to the National Spatial Reference System
- Feature Extraction
- Airport Airspace Analysis
- Use of existing survey data
- Field survey methods
- Geodetic Control
- Submission of station recovery forms
- Equipment listing
- Quality Assurance Process

The SQCP include quality control procedures and practices followed during data collection and provide traceability. At a minimum the SQCP will include:

- A summary of methods to be used to ensure high-quality data
- Quality control measures for obtained data
- Evidence of feature collection methods
- Data backup and archive procedures to maintain data integrity
- Methods used to check all file formats and provide a summary of the file naming convention for all electronic files
- A check of all manual computations (including check marks and initials)
- A check of file formats
- A check of all reports and data submitted

Interviews. Prior to commencement of fieldwork an interview with the Airport Manager will be completed to help with the formulation of the Survey Work Plan, Safety Phasing, and Survey coordination.

Survey Work Plan, Safety Phasing, And Survey Coordination. To limit the impact to airport operations and enhance the safety on the airfield, a phased work plan will be created to show how the survey phasing will occur. This plan will be developed by the Survey Safety Coordinator in cooperation with Airport Management. The survey Safety Phasing plan will address the following items:

- Duties of Survey Safety Coordinator
- The Survey Safety coordinator will lead a daily safety meeting before work commences each day. This safety meeting will address the particular safety issues for the day's work as well as re-iterate the field safety rules in general
- Field Survey Crew Emergency plan should also be developed and reviewed at each daily safety meeting. This plan will include procedures to be followed by field crews in case of runway incursions or incidents

SUB-TASK 4 Geodetic Control. For survey control, the project will utilize the existing PACS and SACS at the airport or establish temporary control if the PACS and SACS are found to be damaged or destroyed. If temporary control is required and used, all temporary control will be tied to the National Spatial Reference System through a combination of Online Positioning User Service (OPUS) and/or observation of a combination of the existing geodetic control located near the airport.

When existing geodetic control is used, the survey marks used will be recovered and confirmed to be of the proper stability, condition and visibility. The locations will be verified by taking GPS observations for the period of time required in AC 150/5300-16B. Monument photos and/or pencil rubbings and sketches will be prepared using the required FAA forms provided through ADIP. This information will be submitted to the FAA as part of the final report and to NGS as part of the image acquisition report.

All survey data will be provided in Minnesota State Plane coordinates South Zone based on the NAD83 (2011) horizontal datum and NAVD88 Vertical datum. Units will be International Feet horizontally and International Feet vertically.

PACS and SACS Recovery and Documentation. Included in this task is also the preparation of a digital updated description of recovery note in NGS format, per requirements in AC 150/5300-16B Section 8.2.4.2 Mark Recovery Definition.

SUB-TASK 5 Aerial Photography and Planimetric Mapping. The image acquisition mission for this project will be a single flight and will be flown in accordance with requirements of AC 150/5300-17C. Imagery collected from this project will provide the airspace analysis for Runways 13/31 and 2/20. The Engineer will also provide a ground obstruction verification survey for verification of obstacles affecting the vertically guided OIS. To complete this analysis, color imagery will be collected over the entire aerodrome to provide a vertically guided obstruction identification surface for Runways 13/31 and 2/20. The OIS will be developed based on existing runway end points, runway centerline data, and definition of the surfaces provided in AC 150/5300-18B. Obstacles and obstruction areas will be identified through photogrammetric efforts using the stereo imagery. Obstruction areas and obstacles will also be confirmed through field survey efforts provided by the Engineer as set forth in the SQCP.

The Imagery subcontractor will ensure the collection of digital stereo imagery covering the entire area of analysis, including required side lap and overlap. The Imagery subcontractor will coordinate the field work with airport management during the planning stage of the flight missions. Imagery plan will detail the film and cameras that will be used for image acquisition.

Imagery Acquisition. The aerial imagery will be collected during full vegetative cover, with a sun-angle greater than 30 degrees above the horizon, and at an altitude that will yield 2-foot or better horizontal accuracy at a 95 percent confidence level. Imagery will be captured using an UltraCam Falcon prime digital camera or comparable during leaf-on conditions.

For this project, the Imagery subcontractor will acquire new vertical aerial imagery at a physical scale of 1"=2,500' of the obstruction surface areas and 1"=694' of the mapping limits. The aerial imagery will cover all of the Airspace Analysis surfaces using an UltraCam Falcon prime (UCFp) camera, or comparable, during leaf-on conditions.

From the 1"=2,500' scale imagery, the Imagery subcontractor will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution

- Identification and mapping of obstruction obstacles for all of the VG surfaces and Part 77 surfaces

From the 1"=694' imagery, the Imagery subcontractor will produce the following:

- 40 scale mapping with 1' contours of the mapping limits (695 acres)
- Color digital orthophotos with a 0.25' pixel resolution
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, VGPS surfaces and Part 77 surfaces

The Engineer will also perform FAR Part 77 Airspace Analysis for the planning of existing and future runways.

The Engineer will provide from a ground survey the minimum horizontal accuracy requirement for image control points will be at one foot relative to NAD83 (NSRS 2011). The orthometric elevations for each image control point will be 1.0 foot relative to NAVD88. Adequate survey accuracy for aerial control will be provided, as defined in AC 150/5300-17C and the Imagery Plan.

Entire project area to include all Obstruction Identification Surfaces as defined in AC 150/5300-18B, Section 2.7.1.

Digital stereo imagery will be orthorectified and checked using suitable photo control and independent check points, respectively. Each photo control and check point will be surveyed and temporary targets will be established for control points. Photo control positions will be established using GPS static observations with a static control network being tied to the National Spatial Reference System (NSRS) using the Airport Primary Control, the control network may be supplemented with OPUS solutions for image control points located on the edge of the survey area. Check points positions will be established using NGS OPUS program and will be documented according to the requirements in AC 150/5300-17C Section 2.1, i, 5, Image Control Points.

The Engineer will deliver data and information to NGS and FAA per 150/5300-17C, Section 4.5, Ortho Photography Delivery.

SUB-TASK 6 Field Survey and Feature Class Collection. Field survey teams will determine location, record any attributes collected in the field, take photographs as necessary and provide documentation required according to AC 150/5300-18B.

This survey project will collect all attributes for safety-critical features as required for an Airport Layout Plan project as shown in AC 150/5300-18B, Table 2-1, Column –Airport Layout Plan and was used as a guide for feature class data collection.

Survey Tasks

This survey project will collect required GIS feature classes in accordance with AC 150/5300 – 18B, Table 2-1 for this survey project type – Electronic Airport Layout Plan. The following survey tasks for this project are identified below:

- Provide a Survey and Quality Control Plan
- Establish or validate Airport Geodetic Control
- Perform, document and report Geodetic tie to the National Spatial Reference System
- Survey runway ends/thresholds
- Document runway ends/threshold locations
- Determine or validate runway length and width
- Determine runway profile using 50' stations
- Determine touchdown zone elevations
- Determine runway true bearing
- Determine or validate and document the position of navigational aids
- Determine or validate and document the position of runway abeam points of navigational aids
- Perform or validate and document an airport airspace analysis
- Collect and document airport planimetric data
- Perform topographic survey
- Collect cultural and natural features of landmark value
- Document features requiring digital photographs
- Collect position and type of runway markings
- Collect position and type of taxiway markings
- Document features requiring sketches
- Collect imagery

- Provide a final Project Report

SUB-TASK 7 GIS Data Development. After collecting field survey data and preparing planimetric data, the planimetric data will be organized into Esri Geodatabase (GDB) Feature Classes. The Engineer will perform attribution and final QA/QC on the feature classes in the GDB. For uploading to ADIP, a unique Esri GIS Shapefile from each GDB feature class will be developed and uploaded to the ADIP web site as part of the Final Project Report.

GIS attributes will be developed as required in AC 150/5300-18B chapter 5, Airport Data Features. Attribute data will be developed based on several sources includes the following:

- Information extracted from other data sets of readily available sources including:
 - ALP
 - Interviews with Airport Staff
 - Interviews with FAA Staff

Survey Data – will include information obtained from Field Survey. The survey data also can include additional information to help with the attribution which can include:

- Survey data collection files
- Field Notes which will include
 - Field measurements
 - Field Comments
 - Field Calculations
- Field Sketch
- Internal Determination – is used to signify the evaluation of the necessary attribute based on Code Enumeration tables provided in AC 150/5300-18B section 5.15 Attribute Enumerations
- Photos – will include gathering data based on photos from field crews of objects, such as signage information on buildings
- State Data – will include research data from the State
- Design Standard – Attribution requirements based on design standards as outlined in the FAA Advisory Circulars.

This task will include the effort to complete QA/QC reviews of data prior to submission to FAA/NGS.

SUB-TASK 8 Airport Airspace Analysis. Imagery collected from this project will provide the airspace analysis for Runways 13/31 and 2/20. The Imagery sub consultant will perform the AC 150/5300-18B Airport Airspace Analysis (AAA) and provide AAA to the Engineer. The Engineer will also provide a ground obstruction verification survey for verification of obstacles affecting the vertically OIS. The OIS will be developed based on existing runway end points, runway centerline data, and definition of the surfaces provided in AC 150/5300-18B Analysis of runways with vertically guided operations. The information from the analysis which is prepared into a Universal Data Delivery Formation (UDDF) file will be printed and added as an appendix to the Airport Master Plan narrative report.

SUB-TASK 9 ADIP Project Reports. Progress reports will be prepared and submitted to the FAA, through the ADIP website, during the various phases of the project. The reports will include the following:

- General information about the airport
- Status report number
- Dates of work represented in the report
- Percentage complete of major tasks, with target completion date
- Status of ongoing tasks at the time of the report, with target completion dates
- Any unusual circumstances or deviations from the FAA guidance

SUB-TASK 10 Final ADIP Project Report. A final report will be compiled, containing documentation supporting the survey project as a standardized delivery of field notes, raw survey data and project summary. The final survey report can be used to facilitate the independent verification, validation and quality assurance of safety critical data. The final report will be accompanied by supporting documentation.

The final report is a compilation of documentation supporting the survey project providing a standardized delivery of field notes, raw survey data and project summary to facilitate the independent verification, and validation and quality assurance of safety critical data. The final report will address the following:

- Project Identification data
- Project Summary which includes the scope of the project, findings and conclusions together with a summary of conditions that affected the survey project, such as equipment failure, extreme weather or other problems encountered
- Survey data conclusions. This section includes results from the control network survey and calculations; survey data collection, methods used and results of survey, comparison of published and surveyed locations of runway ends and navigational aids
- Conditions that may have affected final solutions such as vegetation, access to airfield; boundary encroachments; potential airspace hazards; etc.
- Data Processing and Adjustment conclusions
- Recommendations and additional comments

The final survey report will be accompanied by supporting documentation. The following Supporting documentation will be included in the final survey report:

- Geodetic Control Data: *Raw*-data files collected containing the data used for establishment or verification of the geodetic control, including any data used to plot temporary points occupied. Typically, these files include the original raw GPS data files (in both the manufacture’s download format and in RINEX II format), binary files containing ionosphere modeling information and vector reduction and adjustment files. Digital photographs, sketches, and scans of the field book or log sheets supporting the geodetic control survey (including temporary points such as aerial control points)

Survey Information and Data: The survey data is provided to allow NGS verification and validation team to analyze the data. The instrument or data collector raw measurement data files used to compute final positional data will be provided. Digital photographs taken during the survey to document the survey data submitted will be provided based on photo documentation requirements. All pages of the field book, log sheets or sketches completed during the survey will be scanned and included.

Data Files to be delivered include:

- Data collector files
- GPS receiver files
- CORS data downloaded
- Photogrammetric observation files
- Other field measurement device’s digital raw data (range finder, scanner, etc.)
- Final processing, adjustment or reduction files used to produce the final data. This includes the results of independent software files produced during the reduction of the final data. The intent is to provide the data necessary to recreate the data delivered if required

The final report will comply with the requirements in AC 150/5300-18B section 2.6.4 and uploaded to the ADIP web site with final delivery of the survey data.

SUB-TASK 11 – AGIS Grant Administration and Closeout Reporting. Specific to the Aeronautical Survey portion of the project, the Engineer shall complete the following tasks in support of the FAA grant:

- **Billing Review Reports.** The Engineer shall review the project billings to ensure compliance with project budget and FAA grant requirements.
- **Preparation of Outlays.** The Engineer shall assist the owner preparing requests for grant reimbursement during the project.
- **Grant Status Reports - Monthly.** The Engineer shall prepare and submit monthly status reports to Owner.
- **Grant Status Reports - Quarterly.** The Engineer shall prepare and submit the quarterly FAA reports.
- **Grant Closeout Report.** The Engineer shall perform the following closeout items per FAA requirements:
 - **Project Cost Summary.** Prepare final project cost summary.
 - **Prepare Executive Summary.** The Engineer shall also prepare an Executive Summary of the project.

AIRPORT LAYOUT PLAN (ALP)

The ALP is the graphical depiction of the existing and planned future airport facilities, a “blueprint” for development. The objective of this task is to update the existing ALP document to incorporate the preferred development from the airport planning study effort.

Prepare ALP Base Map. The Engineer shall prepare the ALP base map (CADD format) depicting existing, future and ultimate conditions for the ALP drawings. The Aeronautical Survey shall be the basis for the existing conditions. The planning study recommendations shall be the basis for future and ultimate plans.

Perform Obstruction Analysis. The Engineer shall perform an airspace obstruction identification and analysis for the existing, future and ultimate runway conditions. Surfaces include FAR Part 77 and FAA Approach/Departure Surfaces. Obstacle data from the Aeronautical Survey will be utilized.

Update Airport Layout Plan Drawings. The Engineer shall prepare ALP drawing sheets in accordance with FAA ARP Standard Operating Procedures (SOP) 2.00, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)* and State guidelines (October 1, 2015). The ALP sheets to be updated include the following:

- Title Sheet
- Airport Data Sheet
- Airport Layout Drawing(s)
- Terminal Area Drawing(s)
- Airport Airspace Drawing
- Inner Portion of the Approach Surface Drawings (for each existing and planned runway end)
- Airport Land Use
- Airport Zoning Drawing
- Exhibit “A”/Airport Property Map
- Runway Departure Surface Drawing (for each existing and planned instrument runway)

Internal Quality Control. The Engineer shall perform an internal review of the ALP document throughout the planning process to verify conformance with airport planning.

Documentation & Review Process. The Engineer shall prepare the ALP Review Checklist in accordance with FAA SOP 2.00. Copies of the draft ALP shall be submitted to the Owner, State and FAA for review and approval. The Engineer is anticipating to address one (1) round of FAA, State and Owner comments. A revised set of ALP drawings shall then be submitted to the Owner, State and FAA. The Engineer shall submit revised ALP drawings through FAA Obstruction Evaluation / Airport Airspace Analysis (OEAAA) system for airspace approval. The Engineer shall plot, compile and deliver an electronic PDF and up to 4 copies of the final ALP. The Engineer shall also submit electronic files for all final ALP sheets, including any reference files, in AutoCAD format as well as GIS to the State.

EXHIBIT “A” / AIRPORT PROPERTY MAP

An Exhibit “A” / Airport Property Map is an inventory of parcels that maps dedicated airport property and other rights/interests (i.e. easements, leaseholds) the airport holds. It is not a survey map or legal document. An updated Exhibit “A” is needed to depict existing airport property interests to current FAA standards.

Research Property Information. The Engineer shall research and obtain available existing airport property/land use information from the Owner, FAA as well as previous airport plans and drawings. Property research shall be conducted in the following manner:

- The Engineer is responsible for obtaining recorded property Ownership & Encumbrance (O&E) information. Property research shall date back to Land Patent.
- Research existing airport property interests (e.g. fee, easement).
- Research recorded and unrecorded encumbrances upon existing airport property, this includes research necessary to determine compliance with Minnesota Statute Section 541.

- Research FAA, MnDOT, land acquisition grant history.

No property ownership and encumbrance research shall be conducted on future airport property areas identified in planning study.

Prepare Exhibit “A” Electronic Base Map. The Engineer shall utilize section corner information from a ground survey and researched legal descriptions to prepare the electronic mapped record drawing of airport property interests and encumbrances. Section corners will be surveyed during the ground survey portion of the aeronautical survey. Encumbrances will only be mapped to the extent possible from recorded documents.

Prepare Exhibit “A” Printed Drawings & Tables. The Engineer shall prepare the Exhibit “A” / Airport Property Map in accordance with FAA ARP SOP No. 3.00, *Standard Operating Procedure (SOP) for FAA Review of Exhibit “A” Airport Property Inventory Maps* (October 1, 2013). Detailed information on airport property interests and encumbrances on existing airport property shall be presented in a tabular format.

Prepare Exhibit “A” Recordation and Encumbrance Booklet. The Engineer shall compile all property research documents and drawings to prepare an Exhibit “A” Recordation and Encumbrance Booklet to meet FAA SOP standards. Any property discrepancies will be documented. Resolution of property discrepancies is not included within the scope of work.

Internal Quality Control. The Engineer shall perform an internal review of the Exhibit “A” documents.

Documentation & Review Process. The Engineer shall assemble all property documentation into a submittal package. Engineer will print up to three (3) hard copies and prepare an electronic PDF package. Engineer will submit Exhibit “A” / Airport Property Map plan sheet, checklist, and backup documentation to Owner and FAA for review and acceptance.

GRANT ADMINISTRATION & FAA PROJECT CLOSEOUT REPORT

FAA Grant Coordination / Reimbursement Processing. The Engineer shall coordinate with FAA to set up the project for the Owner to receive an AIP grant.

FAA Grant Pre-Application. The Engineer shall prepare the FAA Grant Pre-Application Checklist for Federal Assistance information for submittal, if applicable.

FAA Project Application. The Engineer shall prepare the Application for Federal Assistance.

FAA Quarterly Reports. The Engineer shall prepare and submit the quarterly FAA reports, if applicable.

DBE Reporting. The Engineer shall prepare Disadvantaged Business Enterprise (DBE) annual reporting forms as applicable to the project.

Obtain Final Grant Pay Summary. Obtain final grant pay summary from MnDOT Aeronautics. Compare final grant pay summary to KLJ closeout financial summary and address any discrepancies.

FAA Project Closeout Report. Within 90 days of final FAA approval of the project deliverables, the Engineer shall perform the following closeout items per the requirements of the FAA:

- **Project Cost Summary.** Prepare final project cost summary. Assist with final outlay request and required acceptance forms.
- **Prepare DBE Summary Report.** Prepare required FAA documentation regarding DBE participation on the project.
- **Prepare Executive Summary.** The Engineer shall also prepare an Executive Summary of the project.
- **Prepare Closeout Report Document.** Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

OWNER’S RESPONSIBILITIES

Project Representative. The Owner shall designate a Project Representative with authority to administer the Engineer’s consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner’s Project Representative.

Submittal Reviews. The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer’s work.

Historical Information. The Owner shall furnish the Engineer one copy (paper or electronic) of as-built drawings, plans, maps, records, surveys, activity data, reports, preliminary designs, property/land use information, wildlife, permitting/rules/regulations, grant history, financials, airport/local/regional studies, etc. that are pertinent to the project.

Local Coordination. The Owner shall furnish the Engineer airport stakeholder contact information, schedule and provide adequate facilities for the project, and coordinate local approval of updated plans. Owner shall coordinate any on-airport building access and off-airport landowner access as needed.

Develop Disadvantaged Business Enterprise (DBE) Plan. The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) Plan and forms as current DBE Plan expired at the end of FY22.

SERVICES NOT INCLUDED IN SCOPE

The following services are not included in this project scope of work:

- Airport user survey
- NEPA documentation for project environmental reviews
- Environmental field reviews (unless otherwise stated)
- Runway Protection Zone Analysis
- Completion of a noise analysis
- Completion of a Part 150 noise study
- Completion of a waste audit
- Preparation of periodic grant reimbursement outlays
- Detailed financial analysis or business planning
- Additional project meetings or travel costs
- Wildlife Hazard Assessment

**Attachment A.1
Feature Classes and Data Capture Method**

Feature Class Description	KLJ Survey-KLJ GIS	Photogrammetry	Comments
GROUP: AIRFIELD			
1 Aircraft Gate Stand		Not Collected	
2 Aircraft Non Movement Area		Not Collected	
3 Air Operations Area	X		KLJ GIS
4 Airfield Light	X	X	NV5 - KLJ Survey Attribute
5 Arresting Gear		Not collected	
6 Frequency Area (area where specific frequency is used to communicate with ATCT and or ground control)			
7 Passenger Loading Bridge		Not Collected	
8 Runway Centerline	X		KLJ GIS
9 Runway Helipad Design Surface		Not Collected	
10 Runway Intersection	X		KLJ Survey
11 Runway LAHSO		Not Collected	
12 Runway Element	X		KLJ GIS
13 Stopway		Not Collected	
14 Taxiway Holding Position		X	NV5
15 Airport Sign	X		KLJ Survey
16 Apron		X	NV5
17 Deicing Area		Not Collected	
18 Touch Down Lift Off (helipad or helideck)		Not Collected	
19 Marking Area		X	NV5
20 Marking Line		X	NV5
21 Movement Area		Not Collected	
22 Runway	X		KLJ Survey
23 Restricted Access Boundary		Not Collected	
24 Runway Arresting Area		Not Collected	
25 Runway Blast Pad		Not Collected	
26 Runway End	X		KLJ Survey
27 Runway Label		X	NV5
28 Runway Safety Area Boundary	X		KLJ GIS
29 Shoulder		X	NV5
30 Taxiway Intersection		X	NV5
31 Taxiway Element		X	NV5
GROUP: AIRSPACE			
1 Landmark Segment		X	NV5
2 Obstacle		X	NV5
3 Obstruction Area		X	NV5
4 Obstruction Identification Surface		X	NV5
5 Runway Protect Area		Not Collected	
GROUP: CADASTRAL			
1 Airport Boundary	X		KLJ GIS
2 Airport Parcel	X		KLJ GIS
3 County		Not collected	
4 Easements And Rights of Ways	X		KLJ GIS
5 FAA Region Area		Not collected	
6 Land Use	X		KLJ GIS
7 Lease Zone		Not collected	
8 Municipality		Not collected	
9 Parcel		Not collected	
10 State		Not collected	
11 Zoning		Not collected	
GROUP: ENVIRONMENTAL			
1 Environmental Contamination Area		Not Collected	
2 Fauna Hazard Area		Not Collected	
3 Flood Zone		Not Collected	
4 Flora Species Site		Not Collected	
5 Forest Stand Area		Not Collected	
6 Hazardous Material Storage Site		Not Collected	
7 Noise Contour		Not Collected	
8 Noise Incident		Not Collected	
9 Noise Monitoring Point		Not Collected	
10 Sample Collection Point		Not Collected	
11 Shoreline		Not Collected	
12 Wetland		Not Collected	
GROUP: GEOSPATIAL			
1 Airport Control Point – Runway Intersection Point	X		KLJ Survey
2 Airport Control Point – AWOS/ASOS	X		KLJ Survey
3 Airport Control Point – Windcone/Segmented Circle	X		KLJ Survey
4 Airport Control Point – Airport Elevation	X		KLJ GIS
5 Airport Control Point – Centerline Perpendicular Points	X		KLJ Survey
6 Airport Control Point – Displaced Thresholds		Not Collected	
7 Airport Control Point – Stopway Ends		Not Collected	
8 Airport Control Point – Profile Points	X		KLJ Survey
9 Airport Control Point – Touchdown Zone Elevation (TDZE)	X		KLJ GIS
10 Airport Control Point – Primary and Secondary			
11 Airport Control Stations	X		KLJ Survey
12 Airport Control Point – Photo Control Stations	X		KLJ Survey
13 Coordinate Grid Area		X	NV5
14 Elevation Contour		X	NV5
15 Image Area		X	NV5
GROUP: MAN MADE STRUCTURES			
1 Building		X	NV5
2 Construction Area		Not Collected	
3 Roof		X	NV5
4 Fence	X		KLJ Survey
5 Gate	X		KLJ Survey
6 Tower	X	X	NV5 - KLJ Survey / Verify

Attachment 1 Feature Classes and Data Capture Method			
Feature Class Description	KLJ Survey-KLJ GIS	Photogrammetry	Comments
GROUP: NAVIGATIONAL AIDS			
1 NAVAID Critical Area		Not Collected	
2 Navaid Equipment – Airport Beacon (APBN)	X	X	NV5 - KLJ Survey / Verify
Navaid Equipment – Air Route Surveillance Radar (ARSR) or Airport		Not Collected	
4 Navaid Equipment – Approach Light System (ALS)	X		KLJ Survey
5 Navaid Equipment – Back Course Marker (BCM)		Not Collected	
Navaid Equipment – Distance Measuring Equipment (DME)	X		KLJ Survey
7 Navaid Equipment – Glide Slope – End Fire (GS)		Not Collected	
8 Navaid Equipment – Fan Marker (FM)		Not Collected	
9 Navaid Equipment – Glideslope (GS)	X		KLJ Survey
Navaid Equipment – Ground Controlled Approach (GCA) Touchdown Reflectors		Not Collected	
11 Navaid Equipment – Inner Marker (IM)		Not Collected	
12 Navaid Equipment – Localizer (LOC)	X		KLJ Survey
Navaid Equipment – Localizer Type Directional Aid (LDA)		Not Collected	
14 Navaid Equipment – Middle Marker (MM)		Not Collected	
15 Navaid Equipment – MLS Azimuth Antenna (MLSAZ)		Not Collected	
Navaid Equipment – MLS Elevation Antenna (MLSEZ)		Not Collected	
16		Not Collected	
17 Navaid Equipment – Non-Directional Beacon (NDB)		Not Collected	
18 Navaid Equipment – Outer Marker (OM)	X		KLJ Survey
Navaid Equipment – Precision Approach Path Indicator (PAPI) System	X		KLJ Survey
Navaid Equipment – Precision Approach Radar (PAR) Touchdown Reflectors		Not Collected	
Navaid Equipment – Pulse Light Approach Slope Indicator (PLASI) System		Not Collected	
Navaid Equipment – Pulsating Visual Approach Slope Indicator (PVASI)		Not Collected	
Navaid Equipment – Runway End Identifier Lights (REIL)		Not Collected	
24 Navaid Equipment – Simplified Directional Facility (SDF)		Not Collected	
Navaid Equipment – Tactical Air Navigation (TACAN)		Not Collected	
26 Navaid Equipment – Tricolor Visual Approach Slope Indicator System (TRCV)		Not Collected	
Navaid Equipment – “T” Visual Approach Slope Indicator System (T-VASI) 301		Not Collected	
27		Not Collected	
Navaid Equipment – VHF Omni Directional Range (VOR)		Not Collected	
28		Not Collected	
Navaid Equipment – Visual Approach Slope Indicator System (VASI)		Not Collected	
29		Not Collected	
30 Navaid Equipment – VOR/TACAN (VORTAC)		Not Collected	
31 NAVAID Site		Not Collected	
GROUP: SEAPLANE			
1 Water Operating Area		Not Collected	
2 Water Lane End		Not Collected	
3 Taxi Channel		Not Collected	
4 Turning Basin		Not Collected	
5 Navigation Buoy		Not Collected	
6 Seaplane Ramp Centerline		Not Collected	
7 Seaplane Ramp Site		Not Collected	
8 Docking Area		Not Collected	
9 Anchorage Area		Not Collected	
GROUP: SECURITY			
1 Security Area		Not Collected	
2 Security Identification Display Area		Not Collected	
3 Security Perimeter Line		Not Collected	
4 Sterile Area		Not Collected	
GROUP: SURFACE TRANSPORTATION			
1 Bridge		Not Collected	
2 Driveway Area		X	NV5
3 Driveway Centerline		Not collected	
4 Parking Lot		X	NV5
5 Railroad Centerline		Not Collected	
6 Railroad Yard		Not Collected	
7 Road Centerline		Not collected	
8 Road Point		Not collected	
9 Road Segment		X	NV5
10 Sidewalk		X	NV5
11 Tunnel		Not Collected	
GROUP: UTILITIES			
1 Tank Site		X	NV5
2 Utility Line		Not collected	
3 Utility Point		Not collected	
4 Utility Polygon		Not collected	

Attachment B
 Fairmont Municipal Airport
 Fairmont, Minnesota
 KLJ # 2305-00694, AIP # 3-27-0029-02X-20YY
Hourly Rate and Cost Breakdown



PHASE: Preliminary and Design Services
 Airport Master Plan and Airport Layout Plan Update

KLJ Title	Senior Engineer	Principal Planner	Planner	Planner	Engineer in Training II	GIS Analyst III	Designer	Principal Land Surveyor	Environmental Planner IV	Professional Land Surveyor	Senior Crew Chief	Archaeologist III	Archaeologist II	Project Assistant II	Project Controls Specialist I	Task Direct Labor Cost
Overall Project Management	4	12	24											16		\$ 2,288.00
Scope of Work																
Scoping Meeting	2	2	4													\$ 396.00
Develop Scope / Engineering Agreement	2	2	14													\$ 786.00
Assist the Owner in Obtaining an Independent Fee Review			2		2											\$ 148.00
																\$ -
																\$ -
Subtotal																\$ 1,330.00
Narrative																
Introduction		2	8	8												\$ 734.00
Facility Inventory	2	4	30	16	4	16										\$ 2,860.00
Environmental Inventory & Desktop Wetland Review		2	2						40							\$ 2,308.00
Forecasts	2	6	26	8												\$ 1,786.00
Facility Requirements	4	8	36	22	10	4										\$ 3,456.00
Alternative Development and Evaluation	2	10	34	20	12	16										\$ 3,994.00
Implementation	4	6	26	8	16	4			8							\$ 3,044.00
Solid Waste Plan		2	8	6		2										\$ 728.00
ILS Siting Evaluation	8	2	12	2	8	8										\$ 1,744.00
Pedestrian Phase 1 Cultural Survey			6			5						60	130			\$ 6,224.00
Documentation & Review Process		4		8										12		\$ 856.00
																\$ -
																\$ -
Subtotal																\$ 27,734.00
Public Involvement & Meetings																
Project Meetings with Stakeholders (4 Total)	10	8	32	8	10											\$ 3,000.00
Public Informational Meetings (1 Total)	2	2	12	2	6									4		\$ 1,104.00
Agency Progress Meetings & Coordination (8 Total)	16	16	32		8											\$ 3,448.00
Stakeholder Outreach		4	8	8												\$ 844.00
Public Outreach			2	4												\$ 234.00
Project Meetings with Owner (4 Total)	4	4	8	4	4											\$ 1,088.00
Documentation			6	6												\$ 468.00
																\$ -
																\$ -
Subtotal																\$ 10,186.00
Airport Layout Plan																
Setup Base Drawing					2	4	8									\$ 502.00
Title Sheet			2				12									\$ 510.00
Airport Data Sheet		2	12				18									\$ 1,226.00
Airport Layout Plan (existing)		4	8	4			32									\$ 1,840.00
Airport Layout Plan (future)		4	8	4			32									\$ 1,840.00
Terminal Area Plan		4	8	4	2		32									\$ 1,910.00
Airspace Plan			6				22									\$ 1,026.00
Inner Approach Surface Sheets (each runway end)		2	8	2		32	24									\$ 2,516.00
Departure Surface Drawing			2				16									\$ 654.00
Land Use / Zoning Drawing		4	10	2		4	20									\$ 1,552.00
Airport Property Map			2	2			6									\$ 372.00
Documentation & Review Process	2		4	12	2		8									\$ 1,112.00
																\$ -
																\$ -
Subtotal																\$ 15,060.00
Runway Safety Area Determination																
Runway Safety Area Survey (Includes travel time)								2		27	27					\$ 2,222.00
Inventory Data			4			6										\$ 372.00
RSA Evaluation and Drawing			6			16										\$ 810.00
																\$ -
																\$ -
Subtotal																\$ 3,404.00

Attachment B
 Fairmont Municipal Airport
 Fairmont, Minnesota
 KLJ # 2305-00694, AIP # 3-27-0029-02X-20YY
Hourly Rate and Cost Breakdown



Exhibit A Property Map																
Property Research			2	2												\$ 260.00
Exhibit A Base Map						4	20									\$ 864.00
Exhibit A Existing Property Drawing				2	8		34									\$ 1,614.00
Exhibit A Encumbrance Drawing(s)				2	8		34									\$ 1,614.00
Exhibit A Documentation Package			2	8	20											\$ 1,202.00
Documentation & Review Process			4	4									4			\$ 484.00
																\$ -
																\$ -
Subtotal																\$ 6,038.00
Grant Administration and FAA Closeout Report																
Grant Administration		2	8											20		\$ 1,110.00
FAA Closeout Report		1	4	2		4								20		\$ 1,043.00
DBE Plan		4													40	\$ 1,380.00
																\$ -
																\$ -
Subtotal																\$ 3,533.00
Total Hours		71	136	432	196	90	121	320	2	52	27	27	60	130	76	40
Hourly Rate		\$65.00	\$55.00	\$39.00	\$39.00	\$35.00	\$36.00	\$36.00	\$58.00	\$53.00	\$43.00	\$35.00	\$34.00	\$29.00	\$27.00	\$28.00

Travel	Cultural Survey		Meetings		RSAD Survey	
# of trips	1		2		1	
# of nights / trip	5		1		1	
# Attending	2		1		2	
Per diem / day	\$ 175.00	\$ 1,750.00	\$ 175.00	\$ 350.00	\$ 175.00	\$ 350.00
Air Carrier	\$ -	\$ -	\$400	\$ 800.00	\$ -	\$ -
Charter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental Car / day	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel Total		\$ 1,750.00		\$ 1,150.00		\$ 350.00

Expenses/Subconsultant	
Title Research	\$27,000.00
Traditional Culturalist Specialist	\$3,750.00
AGIS (Separate Attachment B)	\$170,750.83
Total Speciality Data / Software	\$ 201,500.83

Direct Labor Total	\$ 69,573.00
Indirect Labor Total (1.8969 Overhead Rate)	\$ 131,973.02
Direct and Indirect Labor Total	\$ 201,546.02
Fixed Fee (15%)	\$ 30,231.90
Cost of Facilities (0.28%)	\$ 194.80
Subtotal	\$ 231,972.72
Travel Total	\$ 3,250.00
Specialty Expenses	\$ 201,500.83
Materials and Supplies	\$ -

Preliminary and Design Services Total Cost \$ 436,723.55

Attachment B
 Fairmont, Municipal Airport
 Fairmont, MN
 KLJ #2305-00694, AIP #
Hourly Rate and Cost Breakdown



PHASE: Aeronautical Survey Services

FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project

KLJ Title	Principal Land Surveyor	GIS Analyst III	Principal Land Surveyor	Professional Land Surveyor	Senior Crew Chief	Project Assistant II					Task Direct Labor Cost
Project Formulation											
Detailed Scope of Services Preparation	3					2					\$ 228.00
Preparation of Consultant Contracts and Agreements											\$ -
Preparation of Subconsultant Contracts and Agreements	2					2					\$ 170.00
Scoping Meetings	2	1	1	1							\$ 253.00
											\$ -
Subtotal											\$ 651.00
Project Management											
Setup and Maintain Files	2		1	2		2					\$ 314.00
Project Coordination	2		2	1							\$ 275.00
Team Meetings	2		1	1							\$ 217.00
Assist the Owner in Obtaining an Independent Fee Review	1					1					\$ 85.00
Coordination with Subconsultants	2										\$ 116.00
											\$ -
Subtotal											\$ 1,007.00
Preliminary Task Requirements											
Guide Airport through their portion of the AGIS Initial Setup / Prepare Authorization Document for AGIS Account	2										\$ 116.00
Register Project in AGIS	1										\$ 58.00
Assign Consultants to have Access to the Project											\$ -
Check Status of Project Progress Through AGIS System	1										\$ 58.00
Upload Reports, Plans and Data	2										\$ 116.00
Upload Statement of Work	1										\$ 58.00
Upload Survey Quality Control Plan for Approval by NGS and FAA	1										\$ 58.00
Image Acquisition Report or Submission Tracking Information (report sent to NGS, AGIS upload tracking information)	1										\$ 58.00
Testing of Survey File	1										\$ 58.00
Upload Survey Data	2										\$ 116.00
Submit Ortho Photo Tracking for FAA											\$ -
Upload of Final Survey Report and Supporting Files	3										\$ 174.00
											\$ -
Subtotal											\$ 870.00

Attachment B
 Fairmont, Municipal Airport
 Fairmont, MN
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Hourly Rate and Cost Breakdown



PHASE: Aeronautical Survey Services

FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project

KLJ Title	Principal Land Surveyor	GIS Analyst III	Principal Land Surveyor	Professional Land Surveyor	Senior Crew Chief	Project Assistant II					Task Direct Labor Cost
Statement of Work											
Write and Develop Statement of Work	3										\$ 174.00
Review QA/QC Statement of Work	1										\$ 58.00
											\$ -
Subtotal											\$ 232.00
Imagery Plan											
Review Information from Photogrammetry Firm and Review Imagery Plan	2										\$ 116.00
Acquiring Land Owner Permission				3							\$ 129.00
											\$ -
Subtotal											\$ 245.00
Survey and Quality Control Plan											
Write and Develop Survey and Quality Control Plan	3			2							\$ 260.00
Review QA/QC Survey and Quality Control Plan	1										\$ 58.00
											\$ -
Subtotal											\$ 318.00
Interviews											
Interview with FAA Facilities Manager											\$ -
Interview with FAA ADO											\$ -
Interview with State											\$ -
Interview with Air Traffic Control Tower											\$ -
Interview with Ground Control											\$ -
Interview with Airport Director/Manager	1			1	1						\$ 136.00
Interview with Airport Operations Manager											\$ -
Interview with TSA											\$ -
											\$ -
Subtotal											\$ 136.00

Attachment B
 Fairmont, Municipal Airport
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PHASE: Aeronautical Survey Services

FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project

KLJ Title	Principal Land Surveyor	GIS Analyst III	Principal Land Surveyor	Professional Land Surveyor	Senior Crew Chief	Project Assistant II					Task Direct Labor Cost
Survey Work Plan, Safety Phasing and Survey Coordination											
Airfield Safety During Physical Survey				2	2						\$ 156.00
Field Personnel Airport Orientation by Airport Staff											\$ -
SIDA Badging Process											\$ -
Driving Course Certification											\$ -
Field Survey Emergency Plan Development	1			1							\$ 101.00
											\$ -
Subtotal											\$ 257.00
Geodetic Control											
Survey Geodetic Control			2	7	7						\$ 662.00
Document Geodetic Control (Logs and Sketches)	2		2	5	5						\$ 622.00
											\$ -
Subtotal											\$ 1,284.00
PACS and SACS Recovery and Documentation											
Recover Report for PACS and SACS				1							\$ 43.00
											\$ -
Subtotal											\$ 43.00
Aerial Photography and Planimetric Mapping											
Image Acquisition Report Review (Prepared by Photogrammetry Firm, Costs located Under Reimbursement Section)	1										\$ 58.00
Aerial Target Survey	2		2	24	24						\$ 2,104.00
Network Planning and Network Calculations for Control Points				1							\$ 43.00
											\$ -
Subtotal											\$ 2,205.00

Attachment B
 Fairmont, Municipal Airport
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PHASE: Aeronautical Survey Services

FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project

KLJ Title	Principal Land Surveyor	GIS Analyst III	Principal Land Surveyor	Professional Land Surveyor	Senior Crew Chief	Project Assistant II					Task Direct Labor Cost
Field Survey and Feature Class Collection / Development of GIS Data											
Travel Time For Field Personnel While Field Survey Is Occurring				11	11						\$ 858.00
Safety Meetings For Field Personnel											\$ -
Meeting with Airport ops, ATCT, TSA, etc. for information for safety meeting. Each week, and before job sets up.											\$ -
Field Validation Report			4	4	2						\$ 474.00
QA/QC of Field Survey & Field Data Collection	4		6	6							\$ 838.00
Aircraft Gate Stand											\$ -
Aircraft Nonmovement Area											\$ -
Airfield Light	1	1		2	2						\$ 250.00
Air Operations Area	1	1									\$ 94.00
Airport Boundary	4	8		4	4						\$ 832.00
Airport Control Point 'Runway Intersection Point											\$ -
Airport Control Point 'Airport Elevation	1	1									\$ 94.00
Airport Control Point 'Center Line Perpendicular Points	1	1			2						\$ 164.00
Airport Control Point 'Displaced Threshold Points											\$ -
Airport Control Point 'Stopway Ends											\$ -
Airport Control Point 'Runway Profile Points	1	1		8	5						\$ 613.00
Airport Control Point 'Touchdown Zone Elevation	1	1									\$ 94.00
Airport Control Point 'PACS & SACS	1	1		3	3						\$ 328.00
Airport Control Point 'Aerial Control	1	1		1							\$ 137.00
Airport Control Point 'Airport Reference Point (ARP)	1	1									\$ 94.00
Airport Parcel	6	8									\$ 636.00
Airport Sign	1	3		2	2						\$ 322.00
Apron	1	1									\$ 94.00
Arresting Gear											\$ -
Bridge											\$ -
Building	1	1									\$ 94.00
Construction Area											\$ -
Coordinate Grid Area	1	1									\$ 94.00
County											\$ -
Deicing Area											\$ -
Driveway Area	1	1									\$ 94.00
Driveway Centerline											\$ -
Easements And Rights Of Way	2	3									\$ 224.00
Elevation Contour	2	2									\$ 188.00
FAA Region Area											\$ -
Fauna Hazard Area											\$ -

Attachment B
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PHASE: Aeronautical Survey Services

FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project

KLJ Title	Principal Land Surveyor	GIS Analyst III	Principal Land Surveyor	Professional Land Surveyor	Senior Crew Chief	Project Assistant II					Task Direct Labor Cost
Fence	1	2		4	4						\$ 442.00
Flood Zone											\$ -
Flora Species Site											\$ -
Forest stand Area											\$ -
Frequency Area											\$ -
Gate	1	2		2	2						\$ 286.00
Hazardous Material Storage Site											\$ -
Image Area	1	1									\$ 94.00
Landmark Segment	1	1									\$ 94.00
Land Use	2	1									\$ 152.00
Lease Zone											\$ -
Marking Area	1	1									\$ 94.00
Marking Line	1	1									\$ 94.00
Movement Area											\$ -
Municipality											\$ -
Navaid Critical Area											\$ -
Navaid Equipment	4	4		3	3						\$ 610.00
Navaid Site											\$ -
Noise Contour											\$ -
Noise Incident											\$ -
Noise Monitoring Point											\$ -
Obstacle	1	1		1	1						\$ 172.00
Obstruction Area	1	1									\$ 94.00
Obstruction Id Surface	1	1									\$ 94.00
Parcel											\$ -
Parking Lot	1	1									\$ 94.00
Passenger Loading Bridge											\$ -
Railroad Centerline											\$ -
Railroad Yard											\$ -
Restricted Access Boundary											\$ -
Road Centerline											\$ -
Road Point											\$ -
Road Segment	1	1									\$ 94.00
Roof	1	1									\$ 94.00
Runway	2	2		4	4						\$ 500.00
Runway Arresting Area											\$ -
Runway Blast Pad											\$ -
Runway Centerline	2	2									\$ 188.00

Attachment B
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PHASE: Aeronautical Survey Services

FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project

KLJ Title	Principal Land Surveyor	GIS Analyst III	Principal Land Surveyor	Professional Land Surveyor	Senior Crew Chief	Project Assistant II					Task Direct Labor Cost
Runway Element	2	2									\$ 188.00
Runway End	2	2		3	3						\$ 422.00
Runway Helipad Design Surface											\$ -
Runway Intersection	1	1		1	1						\$ 172.00
Runway Label	1	1									\$ 94.00
Runway LAHSO											\$ -
Runway Protect Area											\$ -
Runway Safety Area Boundary	2	1									\$ 152.00
Sample Collection Point											\$ -
Seaplane Ramp Centerline											\$ -
Seaplane Ramp Site											\$ -
Security Area											\$ -
Security Id Display Area											\$ -
Security Perimeter Line											\$ -
Shoreline											\$ -
Shoulder	1	1									\$ 94.00
Sidewalk	1	1									\$ 94.00
State											\$ -
Sterile Area											\$ -
Stopway											\$ -
Tank Site	1	1									\$ 94.00
Taxiway Element	2	2									\$ 188.00
Taxiway Holding Position	1	1									\$ 94.00
Taxiway Intersection	1	1									\$ 94.00
Touch Down Liftoff											\$ -
Tower	1	1									\$ 94.00
Tunnel											\$ -
Utility Line											\$ -
Utility Point											\$ -
Utility Polygon											\$ -
Wetland											\$ -
Zoning											\$ -
											\$ -
Subtotal											\$ 11,592.00

Attachment B
 Fairmont, Municipal Airport
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PHASE: Aeronautical Survey Services

FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project

KLJ Title	Principal Land Surveyor	GIS Analyst III	Principal Land Surveyor	Professional Land Surveyor	Senior Crew Chief	Project Assistant II					Task Direct Labor Cost
Airport Airspace Analysis											
Review of -18B Airport Airspace Analysis	2	2									\$ 188.00
Part 77 Airport Airspace Analysis	6	10									\$ 708.00
											\$ -
Subtotal											\$ 896.00
Final ADIP Project Report											
Write and Develop Final Survey Report	8		8	14	4						\$ 1,670.00
Review QA/QC Final Survey Report	1		1								\$ 116.00
											\$ -
Subtotal											\$ 1,786.00
MAY NOT APPLY TO SURVEY											
Attribution of ALP Sheet Items											
Cover Sheet											\$ -
Existing Airport Layout Plan Drawing											\$ -
Future Airport Layout Plan Drawing											\$ -
Airport Data Tables Sheet											\$ -
Terminal Area Plan Drawings											\$ -
Airport Airspace Sheet											\$ -
Inner portion of the Approach Surface Drawings											\$ -
Vicinity Aerial											\$ -
Line of Sight Drawing											\$ -
Airspace Determination and Coordination/Edits											\$ -
ALP Document/Deliverables											\$ -
Pavement Condition Index Data Entry											\$ -
											\$ -
Subtotal											\$ -
MAY NOT APPLY TO SURVEY											
Advanced Project Understanding for Key Personnel											\$ -
Project Orientation Meetings - Review AC Requirements											\$ -
											\$ -
Subtotal											\$ -

Attachment B
 Fairmont, Municipal Airport
 Fairmont, MN
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PHASE: Aeronautical Survey Services

FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project

KLJ Title	Principal Land Surveyor	GIS Analyst III	Principal Land Surveyor	Professional Land Surveyor	Senior Crew Chief	Project Assistant II					Task Direct Labor Cost
ADIP Project Reports											
AGIS Status Reports: Weekly AGIS	16										\$ 928.00
AGIS Status Reports: Milestones											\$ -
											\$ -
Subtotal											\$ 928.00
Grant Administration, Grant Progress Reports and Closeout											
Billing Review Reports						2					\$ 54.00
Preparation of Outlays						2					\$ 54.00
Grant Status Reports - Quarterly						2					\$ 54.00
Grant Status Reports - Monthly						2					\$ 54.00
Grant Closeout						2					\$ 54.00
											\$ -
Subtotal											\$ 270.00
Other Meetings											
Wrap-Up Meetings											\$ -
Major Milestone Meetings											\$ -
Other Meetings											\$ -
Airport Meetings											\$ -
											\$ -
Subtotal											\$ -

Attachment B
 Fairmont, Municipal Airport
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 KLJ #2305-00694, AIP #
Hourly Rate and Cost Breakdown



PHASE: Aeronautical Survey Services

FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project

KLJ Title	Principal Land Surveyor	GIS Analyst III	Principal Land Surveyor	Professional Land Surveyor	Senior Crew Chief	Project Assistant II					Task Direct Labor Cost
Total Hours	151	88	30	125	92	17	0	0	0	0	
Hourly Rate	\$58.00	\$36.00	\$58.00	\$43.00	\$35.00	\$27.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$ 22,720.00
Indirect Labor Total (1.8969 Overhead Rate)	\$ 43,097.57
Direct and Indirect Labor Total	\$ 65,817.57
Fixed Fee (15%)	\$ 9,872.64
Cost of Facilities (0.28%)	\$ 63.62
Subtotal	\$ 75,753.83

Expenses					
Air Charter		per trip @		trips	
Per Diem (2 ppl / 8 days)	\$ 175.00	per day @	16	days	\$ 2,800.00
Vehicle Usage		per day @		days	
Materials and Supplies					
Other Expenses	NV5 Aerial Photography -18B and Part 77 Airspace Analysis				\$ 92,197.00

Expenses Total \$ **94,997.00**

Aeronautical Survey Services Total Cost \$ **170,750.83**

Attachment C
Federal Contract Provisions

A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A4 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

A5 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

A6 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A7 DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

CERTIFICATION OF CONSULTANT REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer / Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A8 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A9 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and sub-consultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A10 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such

other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable

goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the

Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A14 TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A15 TERMINATION OF CONTRACT

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A16 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A17 VETERAN'S PREFERENCE

49 USC § 47112(c)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A18 DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

May 16, 2023

Mr. Aaron Norby
KLJ
4585 Coleman Street
Bismark, ND 58502-1157

Project: 042930 | Aeronautical Obstruction Survey – Fairmont Municipal Airport (FRM)

Dear Mr. Norby,

This summary of work describes the scope of work and services required for an Airport Layout Plan update and aeronautical obstruction survey at the Fairmont Municipal Airport (FRM) located in Fairmont, MN. The project will be done in compliance with ADIP policies and will include an airport airspace analysis for vertically guided operations for EXISTING Runways 2/20 & 13/31. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5070-6B, Change 2 “Airport Master Plans”
- AC 150/5300-13B, Airport Design
- AC 150/5300-16B “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”
- AC 150/5300-17C, Change 1 “Standards for Using Remote Sensing Technologies in Airport Surveys”
- AC 150/5300-18B, Change 1 “General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards”

Summary of Work

The purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with Vertical Guidance.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1”=2,500’ of the obstruction surface areas and 1”=694’ of the mapping limits. The aerial imagery will cover all of the Airspace Analysis surfaces using an UltraCam Falcon prime (UCFp) camera, or comparable, during leaf-on conditions.

From the 1”=2,500 imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0’ pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1”=694’ imagery, we will produce the following:

- 40 scale mapping with 1’ contours of the mapping limits (695 acres)
- Color digital orthophotos with a 0.25’ pixel resolution
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, VGPS surfaces

The online SOW will be prepared during project initiation with input from the airport, KLJ, and NV5 Geospatial. NV5 Geospatial will be responsible for preparation and submittal of the Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA ADIP online database.

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 1”=40’ scale planimetric feature collection, one foot contours and three and twelve inch orthophoto production. In

addition, we ensure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Fairmont Municipal Airport (FRM) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. NV5 Geospatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the MN State Plane Coordinate System, South Zone in US survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

KLJ will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix" for Airport Layout Plan
- Full field-collected attribution of all airport features
- Final Survey Report

Photogrammetric Mapping

We will collect the features normally shown on 1"=40' scale mapping within the mapping limits identified in the exhibit. We will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 1' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format (FAA) and AutoCAD format (KLJ).

Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the Mapping Limits, with a 0.25' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to the ADIP database will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of EXISTING Runway 2/20 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS, and VGCS)
- 2.7.1.2 Analysis of EXISTING Runway 13/31 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS, and VGCS)

Other Obstruction Surveys

As shown in attached exhibits, other obstructions to be provided directly to KLJ include:

- Existing Runway 2/20 – Part 77 – VIS A
- Existing Runway 13/31 - Part 77 – RW 13 (NPIR C) & RW 31 (PIR)
- Ultimate Runway 2/20 – AC 18B VG
- Ultimate Runway 2/20 – Part 77 – VIS A
- Ultimate Runway 13/31 – AC 18B VG
- Ultimate Runway 13/31 – Part 77 - RW 13 (NPIR C) & RW 31 (PIR)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded in ADIP in ESRI Shapefile format.

Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

NV5 Geospatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

Deliverables

The 18B deliverables that will be uploaded to the ADIP website include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)

- Color digital orthophotos (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for **EXISTING** Runways 2/20 & 13/31
- Planimetric data and two foot contours to 18B specs (Shapefile format)
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data
- FGDC compliant metadata
- Final Report

We will deliver the following items to KLJ:

- Planimetric data and one foot contours in AutoCAD format (mapping limits)
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (ortho limits)
- Color digital orthophotos with a 0.25' pixel resolution in GeoTIFF (mapping limits)
- Other obstruction survey data in AutoCAD/Excel/CSV file format
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)

All digital files will be delivered on external hard drive or CD/DVD.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost: \$92,197.00

Client Responsibilities


The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by KLJ. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by NV5 Geospatial.

NV5 Geospatial Representative

Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

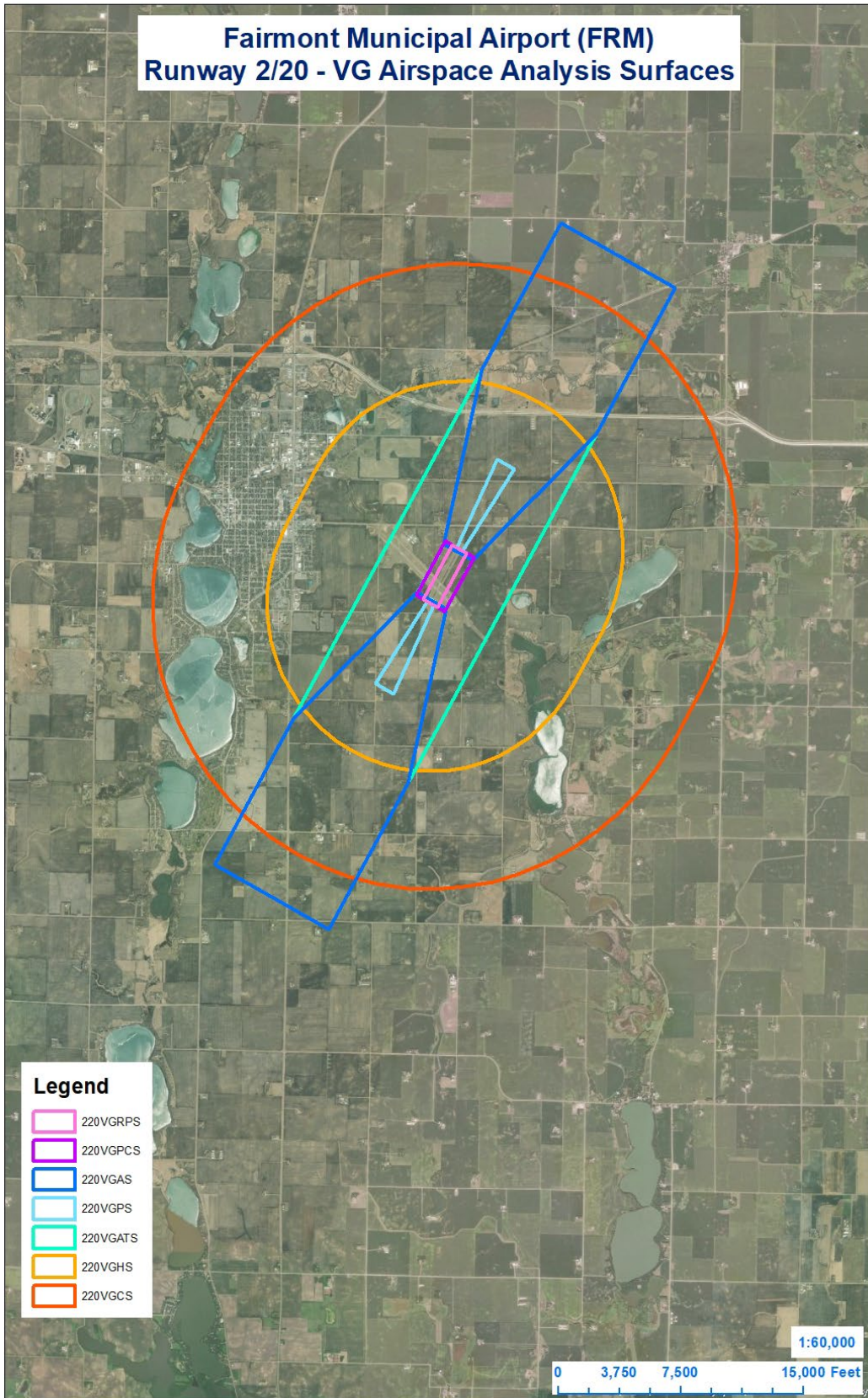
We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at 803-351-3136 or email me at the address shown below.

Sincerely,
NV5 Geospatial, Inc.,

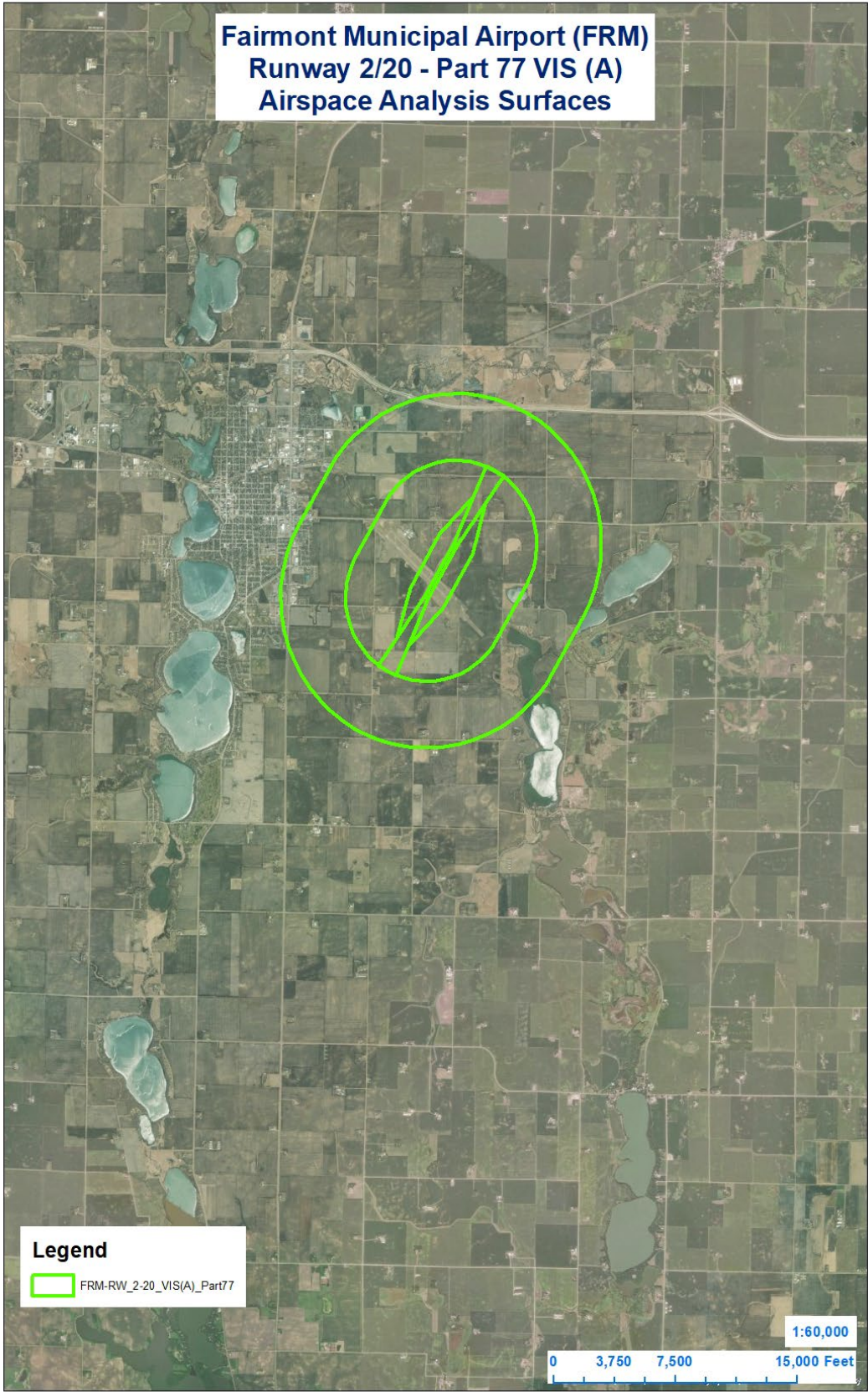


David Grigg
Aviation Program Director
David.Grigg@nv5.com

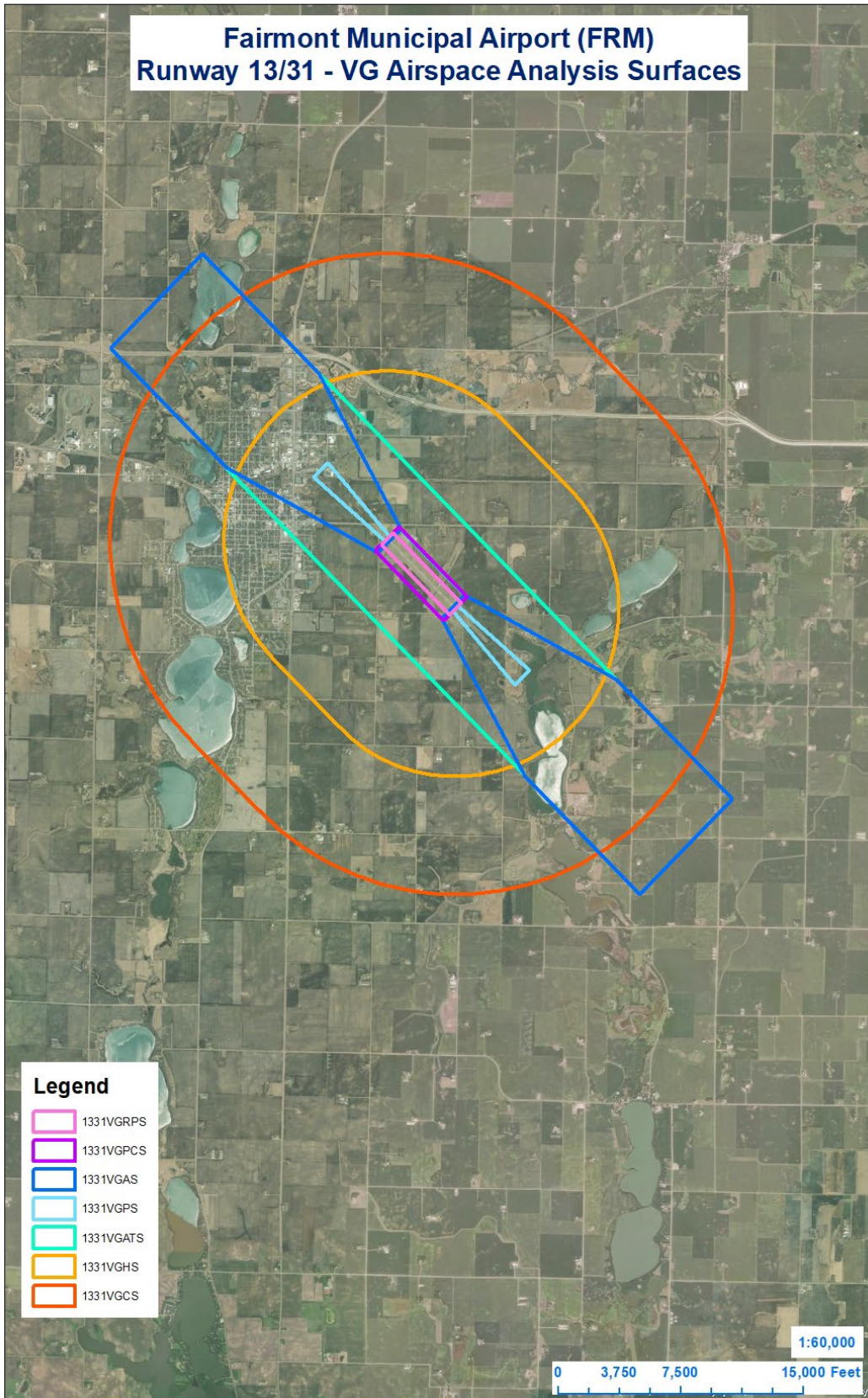
Fairmont Municipal Airport (FRM) Runway 2/20 - VG Airspace Analysis Surfaces



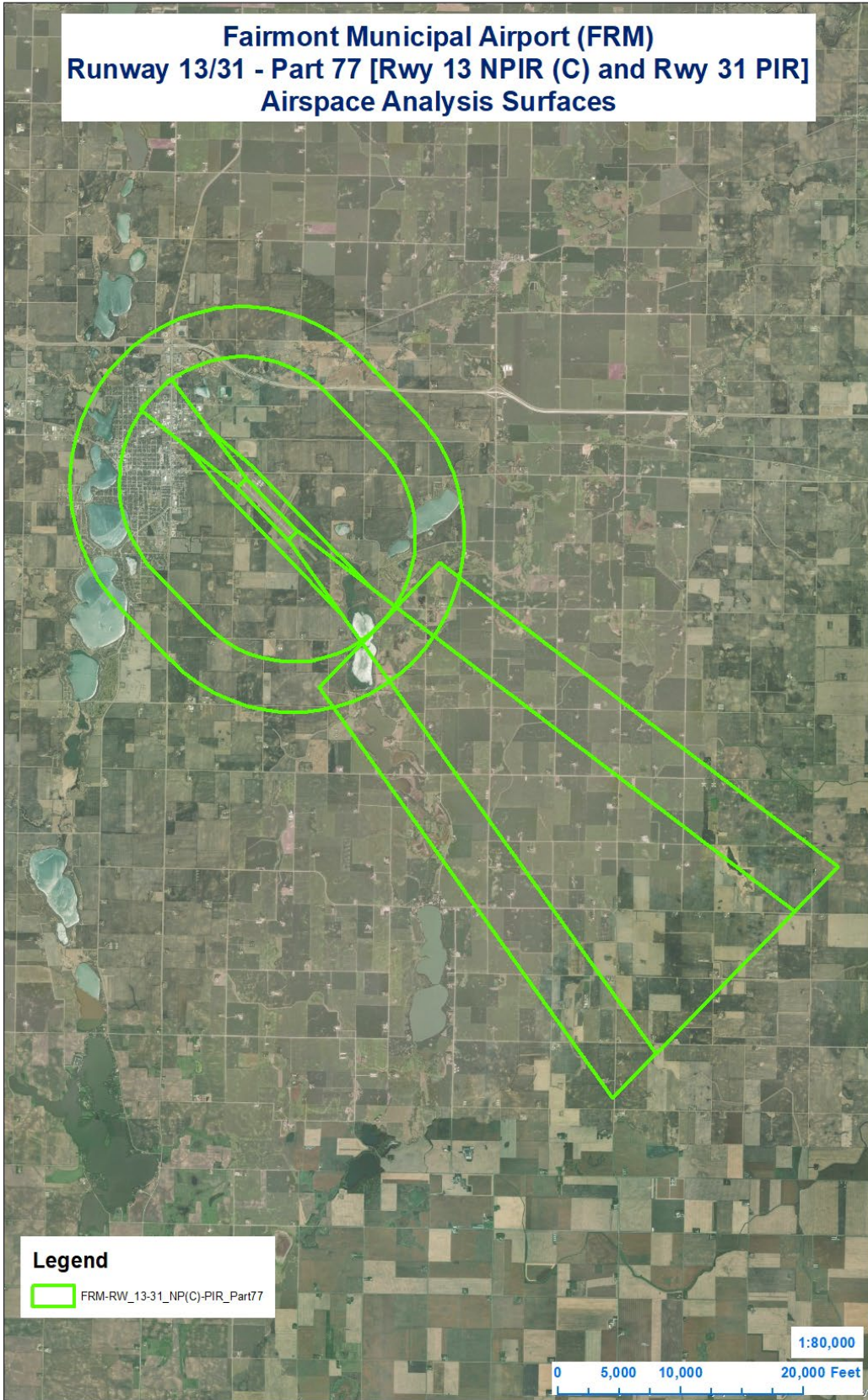
**Fairmont Municipal Airport (FRM)
Runway 2/20 - Part 77 VIS (A)
Airspace Analysis Surfaces**



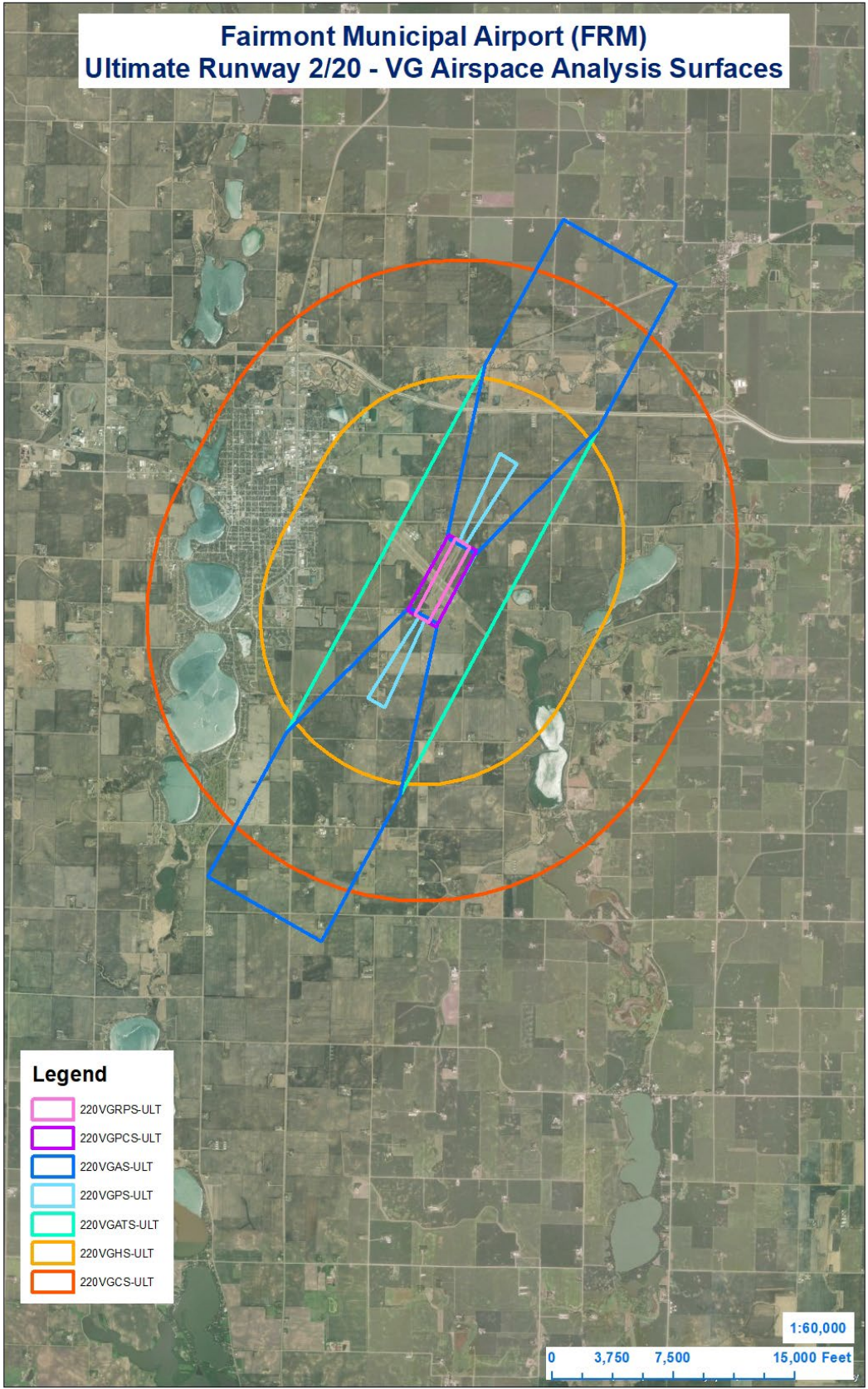
Fairmont Municipal Airport (FRM) Runway 13/31 - VG Airspace Analysis Surfaces



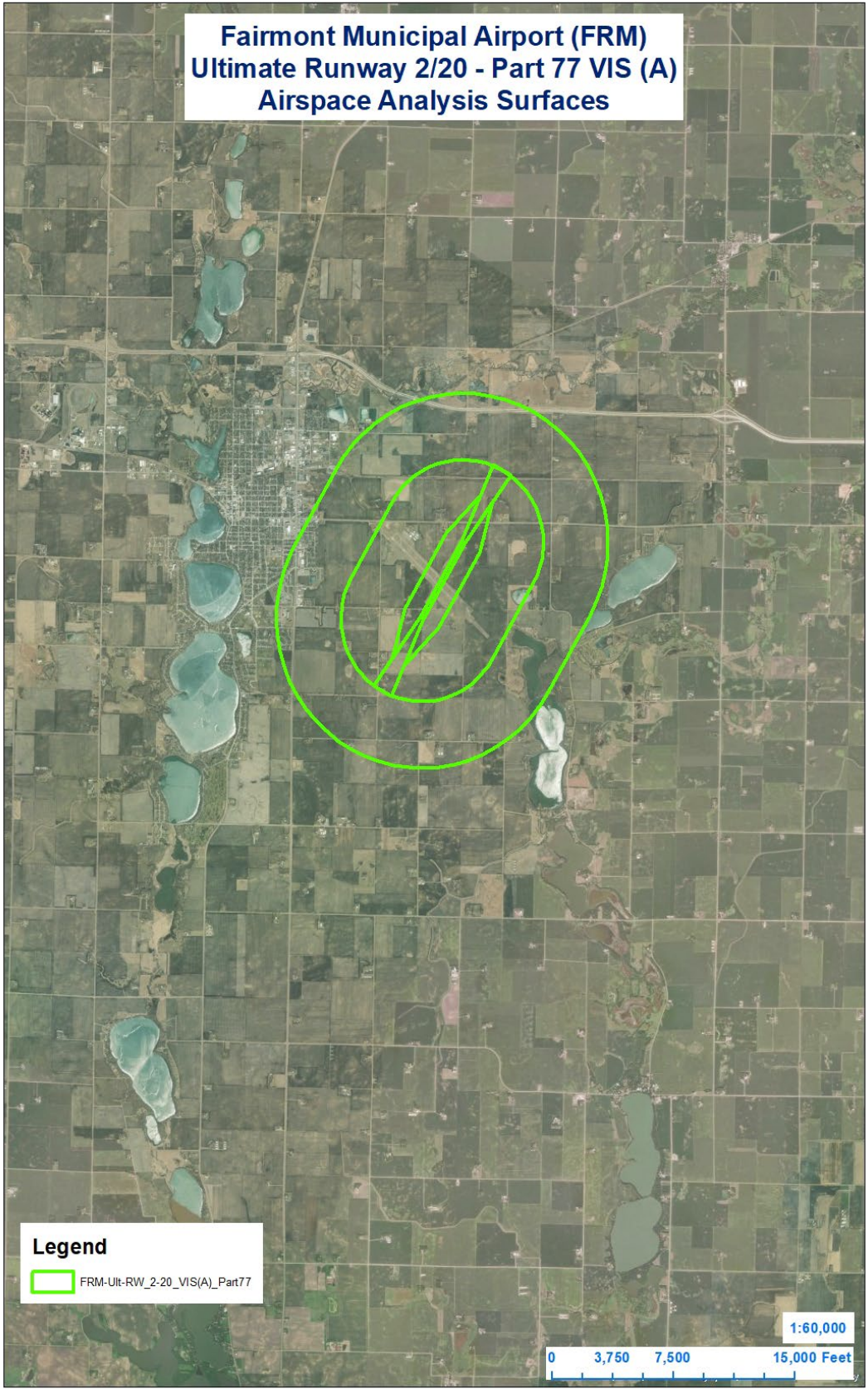
**Fairmont Municipal Airport (FRM)
Runway 13/31 - Part 77 [Rwy 13 NPIR (C) and Rwy 31 PIR]
Airspace Analysis Surfaces**



Fairmont Municipal Airport (FRM) Ultimate Runway 2/20 - VG Airspace Analysis Surfaces



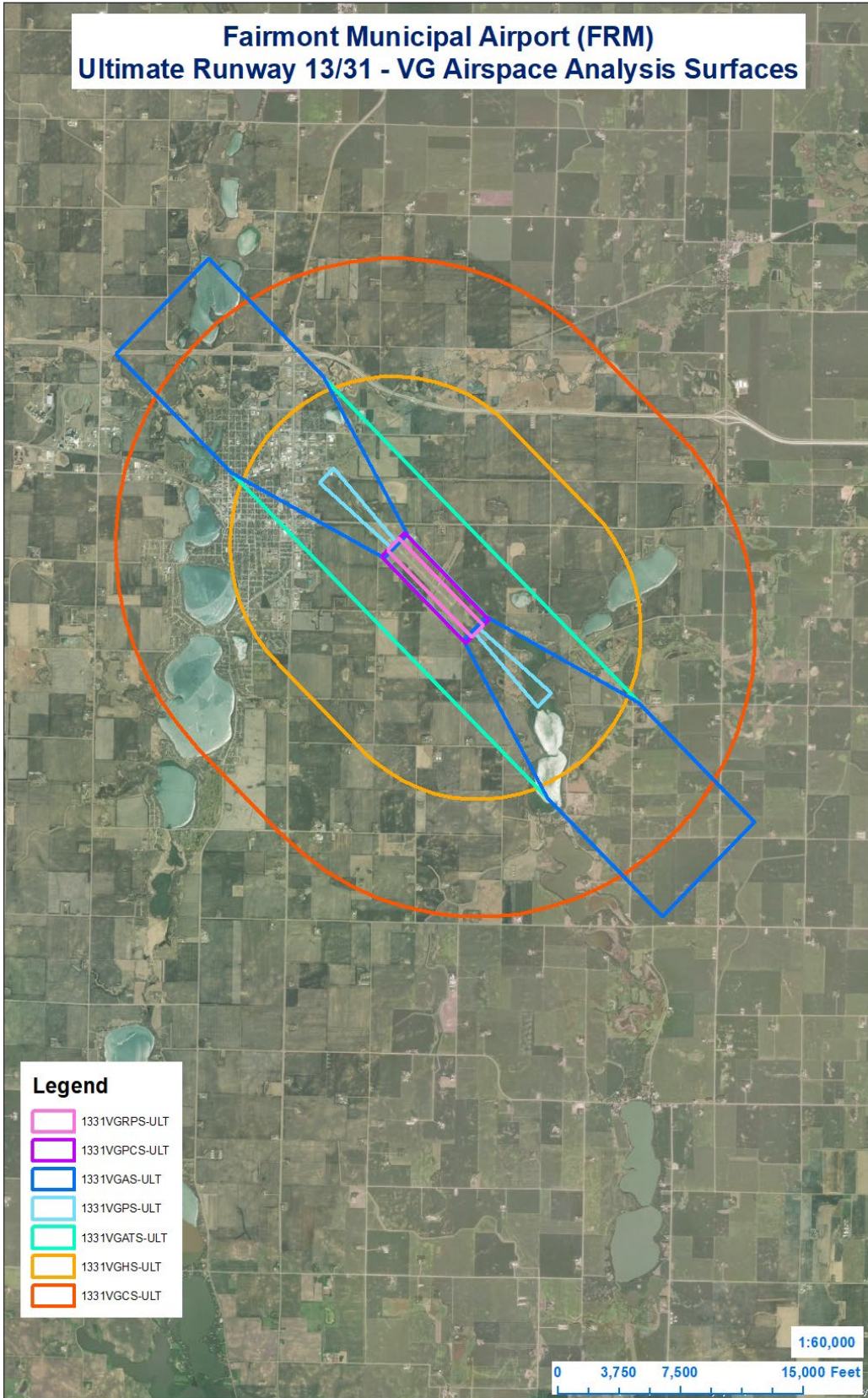
**Fairmont Municipal Airport (FRM)
Ultimate Runway 2/20 - Part 77 VIS (A)
Airspace Analysis Surfaces**



Legend
FRM-Ult-RW_2-20_VIS(A)_Part77

1:60,000
0 3,750 7,500 15,000 Feet

**Fairmont Municipal Airport (FRM)
Ultimate Runway 13/31 - VG Airspace Analysis Surfaces**



**Fairmont Municipal Airport (FRM)
Ultimate Runway 13/31 - Part 77 [Rwy 13 NPIR (C) and
Rwy 31 PIR] Airspace Analysis Surfaces**



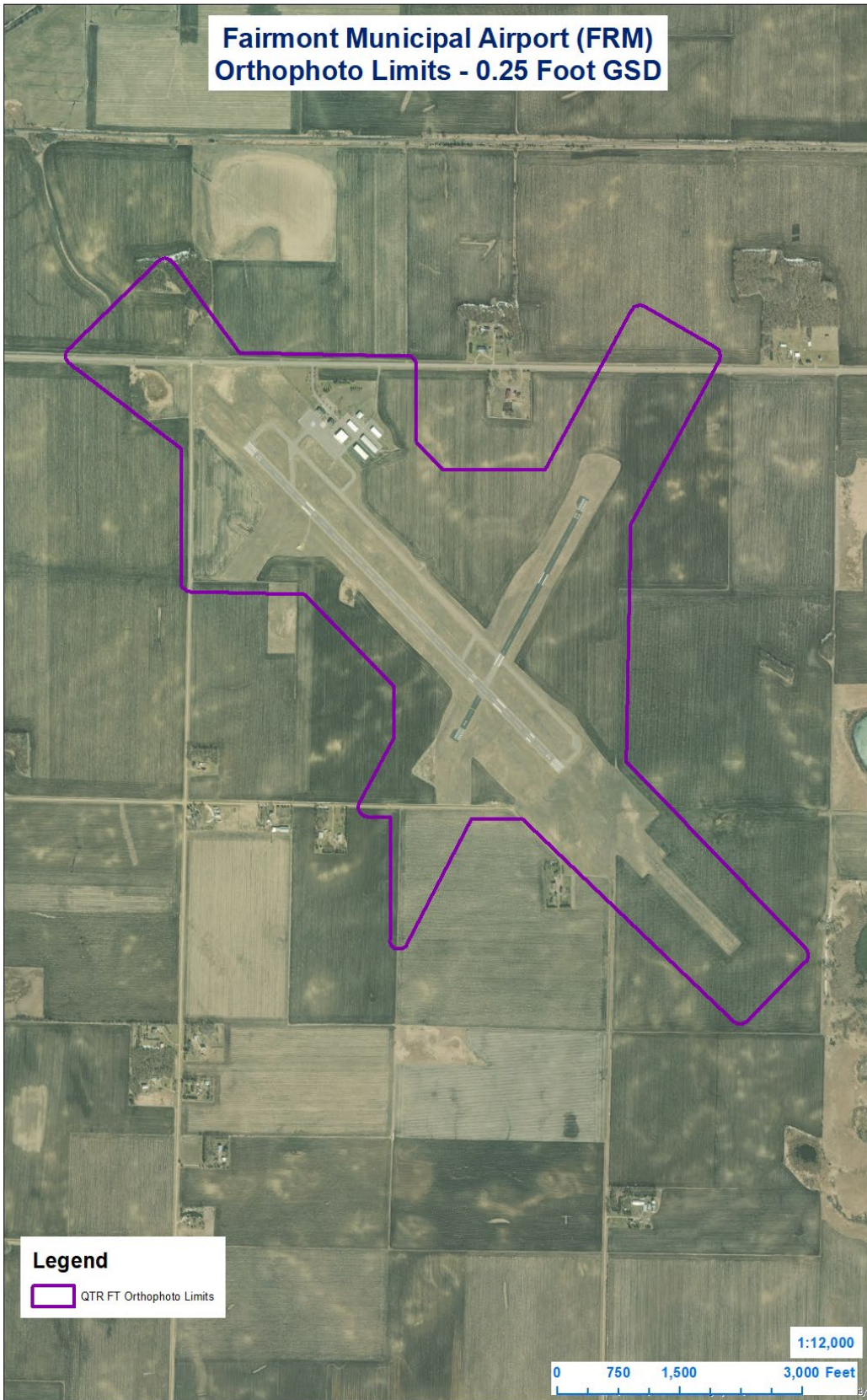
**Fairmont Municipal Airport (FRM)
Orthophoto Limits - 1 Foot GSD**



Fairmont Municipal Airport (FRM)
Mapping Limits - 1"=40' Plan with 1 Foot Contours



**Fairmont Municipal Airport (FRM)
Orthophoto Limits - 0.25 Foot GSD**





Fairmont City Council
September 11, 2023

Agenda Item: 10.3

From: FEDA Coordinator Ned Koppen
To: Mayor and City Council

Subject: Development Agreement with Midwest Shop Condos, LLC

Policy/Action Requested: Motion to approve the Development Agreement with Midwest Shop Condos, LLC

Vote Required: Simple Majority Roll Call

Recommendation: Approval of Development Agreement

Overview: The Midwest Shop Condo developers have worked with Economic Development, Engineering and Community Development staff in working through and creating this development agreement for a new development at the south end of Armstrong Drive. This project would extend Armstrong Drive to the south far enough to give the developers access to the property they are developing. This development would consist of the developers building 12 industrial buildings that would be divided into business condo spaces/units that would be sold to individual businesses. This type of development could enable small businesses to take the next step in their growth with a new location, provide office space, storage, or any other business related needs. The Midwest Shop Condo developers have worked with city staff during each stage of the development of their project and have been good partners in this venture. This agreement is acceptable to city staff, has been vetted and approved by the city attorney and is acceptable to the developers themselves.

Budget Impact:

Attachments: Development Agreement

Council Action: _____ Date: _____

(Top three inches reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

FAIRMONT INDUSTRIAL PARK TWELFTH ADDITION

AGREEMENT (the “Agreement”) dated _____, 2023, by and between the **CITY OF FAIRMONT**, a municipal corporation under the laws of the State of Minnesota, with its principal office located at 100 Downtown Plaza, Fairmont, MN 56031 (the “City”); and Midwest Shop Condos LLC, a limited liability company under the laws of the State of Minnesota with its principal office located at 62619 Shorewood Lane, Madison Lake, MN 56063 (the “Developer”); (collectively the “parties”).

RECITALS

WHEREAS, the Developer is the fee owner of a parcel of real property located in the City of Fairmont, Martin County, Minnesota, with Parcel Identification (PID) No. _____, which is legally described in Exhibit A, which is attached hereto and incorporated herein by reference, (the “Development Property”); and

WHEREAS, the Developer has requested and received approval by the City on June 26, 2023 of a Final Plat for the Fairmont Industrial Park Twelfth Addition (referred to herein as the “plat”); and

WHEREAS, the Developer has requested and received approval by the City on June 26, 2023 of a Planned Unit Development for the Fairmont Industrial Park Twelfth Addition (referred to herein as the “PUD”); and

WHEREAS, the Developer proposes a project consisting of 12 industrial buildings containing a total of 57 owner-occupied condominium shop units to be used for any commercial, light industrial, or storage use consistent with the underlying zoning district and associated public improvements on the Development Property, including but not limited to street improvements, sanitary sewer, water main, stormwater management facilities, grading and erosion control facilities and other improvements (the “Project”); and

WHEREAS, the Developer and the City, desire to enter into this Agreement in satisfaction of applicable City requirements and to set out the undertakings and obligations of each party from this point forward with respect to the Project and with respect to the City Approval Process, all as required by the City’s Code of Ordinances (the “Code”).

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each does hereby covenant and agree with the other as follows:

1. **REQUEST FOR PLAT APPROVAL.** The Developer has sought and received Final Plat approval for the Fairmont Industrial Park Twelfth Addition (referred to in this Agreement as the “plat”). The platted land is situated in the County of Martin, State of Minnesota. The Developer is seeking to develop a portion of the plat, the Development Property, for the purpose stated above.
2. **CONDITIONS OF PLAT APPROVAL.** The City has approved the plat on the condition that the Developer enter into this Agreement, furnishes the security required by it, records the plat with the County Recorder or Registrar of Titles within 90 days after the City Council approves the Final Plat, and submits evidence of recording the plat to the City within 60 days after the date of recording.
3. **RIGHT TO PROCEED/CONDITIONS PRECEDENT.** Unless separate written approval has been given by the City, within the Development Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private

improvements, or any buildings within the Development Property until all of the following conditions have been satisfied:

- a. This Agreement has been fully executed by both parties and filed with the City Clerk. This Agreement shall be recorded by the Developer within 60 days following execution hereof;
 - b. The necessary security has been received by the City;
 - c. The plat has been recorded with the County Recorder's Office;
 - d. The site plan for the project on the Development Property and the plans and specifications for the Improvements related thereto have been approved and signed by the City Engineer with such conditions as required by the City Code;
 - e. The construction plans and other such plans as required by the City have been approved and signed by the City Engineer;
 - f. A certificate of public liability and property damage insurance as described in this Agreement has been filed with the City Clerk; and
 - g. The City Engineer has issued a letter that all conditions have been satisfied and that the Developer may proceed.
4. **FURTHER SUBDIVISION OR FUTURE PHASES.** The City may refuse to approve further subdivision within the plat or phases within the PUD if the Developer has breached this Agreement and the breach has not been remedied. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the City and executed by the parties. Sanitary sewer and water area charges referred to in this Agreement are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks. As approved in the PUD, this Agreement authorizes only Phase 1 and Phase 2 of the PUD. Future phases will require subsequent approval and are not approved by this Agreement.

5. **CHANGES IN OFFICIAL CONTROLS.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require that any future development of the Development Property comply with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
6. **DEVELOPMENT PLANS.** The plat shall be developed in accordance with the following plans where applicable. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:
- a. Plan A – Plat
 - b. Plan B – PUD Site Plan (Authorizing Phases 1 and 2 as approved in the PUD dated June 26, 2023)
 - c. Plan C - Final Grading, Drainage and Erosion Control Plan
 - d. Plan D - Final Construction Plans and Specifications for Public Improvements
 - e. Plan E - Traffic Signing and Control Plan (for construction and final development)
 - f. Plan F - Stormwater Pollution Prevention Plan
 - g. Plan G - Utility Plan

The foregoing plans and specifications shall be prepared by a competent registered professional engineer engaged by the Developer and shall be subject to the City's review and approval. The required Improvements below shall be installed in accordance with the City approved plans for such improvements and the policies, rules, regulations, standards and ordinances of the City. No work shall commence on the Project or the required Improvements until the Developer obtains a building permit, land disturbance permit and Minnesota Pollution Control Agency Construction

Stormwater Permit for the Project and the Improvements and pays all costs and fees required in connection with the procurement of the permits.

7. IMPROVEMENTS.

a. The Developer shall construct and install, at its sole cost and expense and subject to the terms and conditions contained herein, the following public or private improvements (the “public improvements” or “Improvements”) in compliance with City approved plans and specifications prepared in accordance with all policies, rules, regulations, standards, specifications and ordinances of the City and as shown on the final construction plans and summarized below:

- i. Streets
- ii. Curb and Gutter
- iii. Sanitary Sewer
- iv. Watermain
- v. Surface Water Facilities (pipe, ponds, rain gardens, and similar improvements)
- vi. Grading, Drainage and Erosion Control
- vii. Street Lighting
- viii. Utilities (gas, electric, cable, telephone, etc.)
- ix. Street Signs and Traffic Control Signs
- x. Surveying and Monuments Required by Minnesota Statutes
- xi. Miscellaneous Facilities or other elements defined by the guiding documents.

b. The Improvements shall be constructed and installed in accordance with the latest versions in place at the time of this Agreement of the City Code, zoning ordinance and subdivision regulations, City standard specifications for utilities and street construction, and the City’s engineering guidelines and standard detail plates, as applicable. The Developer shall submit plans and specifications that have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The City will provide

field inspection and soil testing personnel, at the Developers expense, to assure an acceptable level of quality control for the construction of all public improvements and certify that the construction work meets the City's requirements, specifications, standards and approved plans. In addition, the Developer's engineer will be required to certify that the construction work meets the approved City requirements, specifications, and standards as a condition of City acceptance and provide record drawings for all Improvements. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors and City Engineer to the extent applicable to comply with the approved plans and specifications, or applicable City Code or statutes for which the City inspectors have jurisdiction. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. As required by the City, the Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall, or another location acceptable to the City, with all parties concerned, including the City staff, to review the program for the construction work.

- c. All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer, which approval shall not be unreasonably withheld. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this Agreement. If applicable, the contractor(s) shall have experience in the installation of municipal water and sanitary sewer mains; shall demonstrate the successful completion of at least three such installations and municipal acceptance thereof; and shall be able to obtain the requisite performance and payment bonds for the purchase and installation of the minimum Improvements required hereby. The Developer shall not do any work or furnish any materials not covered by the plans and

specifications and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineers provided in the plans and specifications.

- d. The Developer shall replace or repair any damage or destruction to any property or improvements located on County or City land or in County or City streets, boulevards and rights-of-way, or adjacent private property not owned by Developer, caused by Developer, or its contractors and subcontractors, during the construction of the required Improvements and the Project. Any contaminated soils encountered during the construction of the Improvements and development on the Development Property shall be addressed as set forth in a Response Action Plan to be approved by the Minnesota Pollution Control Agency (MPCA) or other applicable agency having jurisdiction.
 - e. The Developer shall be solely responsible for the costs of constructing the required Improvements. The costs of constructing the Improvements shall include the actual construction costs, the actual engineering, administration and any legal costs related thereto, and all other costs relating to the construction of the Improvements. The engineering, administration and legal costs shall include the actual outside construction engineering assistance costs and the legal costs.
 - f. If this Agreement is terminated for any reason the City shall have no obligation to construct the Project or Improvements.
8. **CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.**
- The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and the Developer's engineer on status or problems regarding the Project, coordination for final inspection and acceptance, Project monitoring during the warranty period, and processing of requests for reduction in security. Fees for administration services shall be:

ESTIMATED COST OF PROPOSED IMPROVEMENTS	CITY ADMINISTRATIVE COST
Up to \$150,000	3.0 percent (Minimum \$500.00)
\$150,000 to \$300,000	2.5 percent
Over \$300,000	2.0 percent

The Developer shall also deposit seven percent (7%) of the estimated construction cost to pay for construction observation and geotechnical testing performed by the City's in-house engineering staff or consulting engineer. This deposit is estimated to be \$20,611.59. If the City's costs exceed the deposit, the Developer agrees to reimburse the City within 30 days of billing. Should the costs be less than the amount of the deposit, upon completion of the Improvement's, the amount of the remaining deposit shall be returned to the Developer. The Developer shall deposit the full construction observation fees with the City prior to the final plat being recorded. No construction of public improvements will be authorized until the construction observation fees have been paid to the City.

9. **CONTRACTORS/SUBCONTRACTORS.** City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in this Agreement.
10. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary and required permits for the Project from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and all other agencies and governmental authorities with jurisdiction over the Project and the Improvements before proceeding with construction of the Project and the Improvements. Copies of these permits shall be provided to the City Engineer, and may include but are not limited to the following:
 - Minnesota Department of Health for Watermains
 - NPDES Permit for Stormwater Management

- MPCA for Sanitary Sewer Extensions/Connections and Hazardous Material Removal and Disposal
- City of Fairmont for Building Permits and Land Disturbance Permits

The Developer or its engineer shall schedule a pre-construction meeting for the required Improvements with all the parties concerned, including City staff, to review the program for the construction work.

11. **TIME OF PERFORMANCE.** Except as otherwise provided in this Agreement, the Developer shall install all required improvements and other work required by this Agreement by August 31, 2024, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between May 15th and October 1st the first summer after the base layer of asphalt has been in place one freeze thaw cycle. Any deficiencies in the base, asphalt, curb or other improvements in the judgment of the City Engineer must be repaired by the Developer at its own cost prior to final paving. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.
12. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with this Agreement, the Project and Improvements and plat development, as applicable. The license shall expire upon the acceptance by the City of the Improvements. The City shall thereafter have the right to enter the Property to perform inspections as authorized by City Code.
13. **CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via Armstrong Drive. No construction traffic is permitted on the adjacent local streets other than identified herein.
14. **GRADING PLAN.** The Development Property shall be graded in accordance with the approved grading development and erosion control plan. The plan shall conform to City of Fairmont requirements and specifications, City Code and applicable law. Within thirty (30) days after

completion of the grading, the Developer shall provide the City with a certificate of survey/"record" grading plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed on public easements or land owned by the City. The certificate of survey/"record" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and building/house pads, d) top and bottom of retaining walls, and e) all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as constructed survey) of the Development Property after site grading is complete. Final lot grades shall be shown on the as constructed survey. Final grading shall substantially comply with the approved grading plan.

15. **EROSION AND SEDIMENT CONTROL.** Prior to initiating site grading, the erosion and sediment control plan shall be implemented by the Developer and inspected and approved by the City Engineer. The Erosion Control Plan and Storm Water Pollution Prevention Plan (SWPPP) shall be implemented by the Developer and inspected and approved by the City Engineer. Erosion and sediment control practices must comply with the Minnesota Pollution Control Agency's (MPCA) Best Management Practices and applicable MPCA NPDES permit requirements for construction activities and the Developer's SWPPP. The City may impose additional erosion and sediment control requirements if they would be beneficial in the City's judgment. All areas disturbed by the excavation and backfilling operations shall be reseeded and stabilized within 48 hours after the completion of the work or in an area that is inactive for more than seven (7) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion and sediment control plan, seed shall be in accordance with the City's current seeding specifications, if any, which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored, and watered as necessary for seed retention. The parties recognize that

time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City Engineer, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work, the City may draw down the letter of credit or any other security required herein to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat and Project plans for the Development Property, as applicable, are in full compliance with the approved erosion control plan.

16. **STREET MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning as necessary to sweep within and immediately adjacent to the development. The streets shall include Armstrong Drive and those portions of CSAH 26, as determined by the City Engineer. A copy of this contract shall be approved by the City before grading is started and shall remain in full force and effect until all construction within the Project is completed. When directed to do so by the City, the Developer shall have all streets cleaned of accumulated debris, dirt, and mud.

17. **OWNERSHIP OF IMPROVEMENTS.** Upon completion of the work and construction required by this Agreement and acceptance of Improvements by the City, the Improvements lying within public easements and public rights-of-way shall become City property without further notice or action upon completion and City acceptance thereof. Prior to acceptance of the Improvements by the City, the Developer must furnish the following affidavits:

- a. Contractor's Certificate;
- b. Engineer's Certificate;
- c. Land Surveyor's Certificate; and
- d. Developer's Certificate;

certifying that all construction has been completed in accordance with the terms of this Agreement. The requisite forms will be furnished by the City of Fairmont and are attached hereto as Exhibit B. Upon receipt of the required affidavits, the City Engineer will accept the completed public improvements. Within thirty (30) days after the completion of the Improvements, the Developer shall supply the City with a complete set of reproducible "record" plans, an electronic file of the "record" plans in a format acceptable to the City Engineer (e.g., AutoCAD format, DWG or a .DXF file), and two complete sets of hard copy "record" plans, all prepared in accordance with City standards. Upon receipt of these documents, and the warranty documents specified in this Agreement, the City Engineer will certify acceptance of the completed public improvements. Developer shall convey Outlot A in the plat to the City for the stormwater public infrastructure needs at no cost to the City. Developer shall grant and record a general warranty deed, in the form provided in Exhibit C, in favor of the City of Fairmont. Developer shall execute and provide a copy of the fully executed deed to the City for the City to record within thirty (30) days after this Agreement is executed. The signed deed shall be accompanied by a mortgagee's consent in the event the Development Property is encumbered by a mortgage.

18. **SANITARY SEWER, STORM SEWER AND WATERMAIN.** The Developer shall install or contract for the installation of all public improvements in the Project related to sanitary sewer,

storm sewer and watermains, as required by the City in accordance with those plans approved by the City Engineer.

19. **TRAFFIC CONTROL AND STREET NAME SIGNS.** Any street name signs, stop signs, or other directional and safety signs required by the City shall be purchased and installed by the Developer per City standards at the Developer's expense.

20. **WETLAND MITIGATION.** A wetland delineation has been completed and approved by City staff. This delineation found no wetlands within the development area.

21. **BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.**

a. No Certificate of Occupancy will be issued until the grading, seeding, mulching, curbing, and two lifts of asphalt is installed in accordance with approved plans on all public streets and private drives. In addition, no Certificates of Occupancy shall be issued for any buildings until the sewer and water has been installed and tested to the satisfaction of the City Engineer, which shall not constitute final acceptance of the sewer and water utilities.

i. In lieu of the foregoing provision, if the proposed public improvements are under construction but not yet completed and accepted by the City, the Developer shall provide a cross section depicting the entire right-of-way of Armstrong Drive extending through the first floor elevation of the building for which a building permit is requested. This first floor elevation shall be considered official for building construction purposes. Any deviation from this elevation shall first be reviewed and approved by the Building Official and the City Engineer prior to commencing construction of applied building permit.

b. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City within 30 days of the date of an invoice from the City to the Developer, shall be grounds for denial of building permits, including lots sold to third parties, and the halting of all work in the plat or on the Development Property.

- c. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties. No certificates of occupancy and no sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

22. **UNDERGROUND UTILITIES – PRIVATE.** This section covers those smaller private utilities such as gas, electric, phone, cable, etc.

- a. The Developer is responsible for the cost of installing all private utilities of any nature or kind whatsoever.
- b. The Developer shall contact the utility companies to coordinate the installation of the utilities. Private utilities shall not be installed until the curb and gutter are completed and backfilled, as applicable. All utilities shall be installed underground or as otherwise approved in writing by the City Engineer.
- c. The City must approve of the final location for all private utilities. Joint trenching of the utilities is strongly encouraged. All utilities must be located in public rights-of-way or within drainage and utility easements.
- d. If any conditions set forth in this Agreement conflict with the City’s utility franchise agreements, the franchise agreements shall in all cases prevail.

23. **RESPONSIBILITY FOR COSTS.**

- a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the grading and development of the Development Property and the construction of the Improvements required by this Agreement, including but not limited to, all costs of persons and entities

doing work or furnishing skills, tools, machinery, equipment and materials; insurance premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Plat and the Development Property, as applicable; all Response Action Plans, traffic studies, environmental assessments and/or engineering and other studies and reports; all permits and approvals; and all City's costs incurred pertaining to the inspection and monitoring of the work performed in connection with approval and acceptance of the plat, the Project and the construction of the Improvements and the other work done and improvements constructed on the Development Property or otherwise related to the Project.

- b. The City shall not be obligated to pay Developer or any of its agents or contractors for any costs incurred in connection with the construction of the Improvements or the development of the Development Property. Developer agrees to defend, indemnify, and hold the City and its mayor, council members, employees, agents and contractors harmless from any and all claims of whatever kind or nature and for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees, which may arise as a result of Plat approval, the Project, this Agreement, the construction of the Improvements (except for the negligence or intentional misconduct of the City with respect to the construction of the Improvements), the development of the Development Property or the acts of Developer, and its employees, agents, contractors or subcontractors, in relationship thereto.
- c. The Developer hereby covenants and agrees that Developer will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that is the subject of the Project or this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Developer shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the Developer may contest

any such lien provided the Developer first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

- d. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.
- e. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- f. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days of the date of the City's invoice to Developer. If Developer fails to pay a required bill, then after providing the Developer with at least fifteen (15) days prior written notice, the City may draw on the Security or alternatively declare the same an event of default, and the City may thereafter assess and certify such unpaid charges to the County Auditor for collection in like manner with property taxes on the Development Property, or the City may take any other actions as may be available under this Agreement, at law, or in equity. Bills not paid within sixty (60) days shall accrue interest at the rate of eight percent (8%) per year.
- g. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection ("WAC") charges, City sewer connection charges, land disturbance permit fees, building permit fees and plat review fees, which shall be paid by Developer.

24. **SPECIAL PROVISIONS.** The following special provisions shall apply:

- a. Implementation of any other recommendations listed by the City Council or City Engineer as follows:

- i. The Developer shall have all required MPCA stormwater permits approved prior to beginning any installation of public improvements.
 - ii. The Developer shall have all required City land disturbance permits approved prior to beginning any installation of public improvements.
- b. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City Engineer. The estimated amount for this street light installation is \$500.
- c. The Developer must obtain a sign permit from the City Planner prior to installation of any subdivision identification signs.
- d. Individual buildings must comply with the overall grading plan for the site. Each individual building permit will be reviewed for compliance with the overall grading plan and is subject to review and approval of the City Engineer.
- e. Utility hook-ups are subject to review and approval by the City Engineer.
- f. The Developer must obtain approval of a Site Plan as provided by current City Code and complete the required plan review and approval thereof, as applicable.

25. MISCELLANEOUS.

- a. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of the Development Property.
- b. As applicable, in compliance with the Response Action Plan approved by the MPCA for the Development Property, the Developer shall remove and properly dispose of any environmental contamination within the Development Property.
- c. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall

be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

- d. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions, as applicable, shall be filed with the City Clerk with the Final Plat.
- e. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the Project is completed and the City has accepted the public improvements, liability and property damage insurance covering bodily injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City authorizing the commencement of work on the public and private improvements specified in this Agreement. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.
- f. Third parties shall have no recourse against the City or Developer under this Agreement.
- g. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- h. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the

parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- i. This Agreement shall run with the land and shall be binding upon Developer and its successors and assigns.
- j. This Agreement will be recorded against the title to the Development Property within 60 days following execution hereof.
- k. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the Development Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Development Property; that there are no unrecorded interests in the Development Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- l. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- m. The Developer agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the development of the Development Property and Improvements.
- n. The City's approval of the final plat or this Agreement does not include approval of building permits for any structures to be constructed within the Development Property. The Developer must submit and the City approve building plans prior to the issuance of building permits for structures within the Development Property.

26. **DEVELOPER'S DEFAULT.** In the event of default by the Developer as to any of the work to be performed by it hereunder or the failure to comply with all terms and conditions of this Agreement, the City may, at its option, take one or more of the following actions:

- a. Perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part for collection with the property taxes on the Development Property;
- b. Obtain an order from a court of competent jurisdiction requiring Developer to perform its obligations pursuant to the terms and provisions of this Agreement;
- c. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default;
- d. Halt all development work and construction of improvements until such time as the event of default is cured;
- e. Withhold the issuance of a building permit or permits or certificates of occupancy and/or prohibit the occupancy of any structure(s) for which permits have been issued until the event of default has been cured;
- f. Draw upon and utilize the Security to cover the City's costs to correct the default, the costs to complete any unfinished Project Improvements and/or the costs to enforce this Agreement; or
- g. Exercise any other remedies which may be available to it at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default by Developer, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

27. **WARRANTY.** The Developer warrants all Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The required warranty period for materials and workmanship from the utility contractor installing public sewer and water mains shall be two years from the date of final written city acceptance of the work. The required warranty period for streets and utilities is one (1) year and shall commence following completion and final written acceptance of the work by the City Engineer, unless the wearing course is placed during the same construction season as the bituminous base course. In those instances, the Developer shall guarantee all work, including street construction, concrete curb and gutter, sidewalks and trails, material and equipment for a period of two (2) years from the date of final written city acceptance of the work. The required warranty period for sod, trees, and landscaping is one growing seasons following installation. The Developer shall post a security in the form of either a) a warranty/maintenance bond for 100% of the cost of the Improvements, or b) a letter of credit or cash escrow for 25% of the amount of the original cost of the Improvements as warranty for the Improvements prior to the City authorizing the commencement of work on the public and private Improvements specified in this Agreement. The retainage from the Project securities identified in this Agreement may also be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

28. **SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City, at the time of final plat approval or approval of this Development Agreement, as applicable, with either a letter of credit or cash escrow, a combination of cash escrow and a letter of credit, or an indemnity bond in a form acceptable to the City with the City of Fairmont named as the beneficiary as determined by the City, for 125% of the estimated Improvement costs, in the form attached hereto as Exhibits D and E, as applicable, from a bank (the "Security") for \$368,062.50. The amount of the Security was calculated as follows:

CONSTRUCTION COSTS:

Mobilization	\$10,000
Streets	\$76,085
Sanitary Sewer	\$19,480
Watermain	\$47,181
Stormwater Facilities (pipe, ponds, rain gardens, etc.)	\$68,794
Storm Sewer	\$37,110
Grading, and Erosion Control	\$33,300
Street Lighting	\$2,000
Traffic Control	\$500
TOTAL ESTIMATED CONSTRUCTION COST	\$294,450
SECURITY ADD-ON	x 125%
TOTAL PROJECT SECURITIES REQUIRED:	\$368,062.50

This breakdown is for historical reference; it is not a restriction on the use of the Security. The bank shall be subject to the approval of the City Administrator. The Security may be in the form of annually renewable letters of credit. Individual Security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the Security, without notice, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term by presenting the bank/escrow agent with a written demand or an affidavit signed by the City Administrator or the City Administrator's designee attesting to the City's right to draw down and receive funds under the Security. If the required Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw the Security down. If the Security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval, the Security may be reduced from time to time by ninety percent (90%) of the financial

obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as Security until: a) all Improvements have been completed, b) iron monuments for lot corners have been installed, c) all financial obligations to the City have been satisfied, d) the required "record" plans have been received by the City, e) a warranty security is provided as specified herein above, f) the public improvements are accepted by the City Engineer, and g) if required by the City Administrator or Code, a title insurance policy indicating that the improvements are free and clear of any and all liens and encumbrances. The City standard specifications for utilities and street construction outline procedures for Security reductions, and reductions in the Letter of Credit, cash escrow or a combination thereof, shall be considered only after underground utilities are tested and found to be satisfactory and again after the base bituminous layer has been placed.

29. **SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Agreement which must be furnished at the time of final plat approval or approval of this Agreement, as applicable. The Developer shall not proceed with any Improvements until these cash requirements have been paid to the City:

City Base Map Upgrading	\$500
City Engineering Construction Observation (7%)	\$20,611.50
City Engineering Administration (2%)	\$5,889
City Legal Expenses (0.5%)	\$1,472.25
TOTAL CASH REQUIREMENTS	\$28,472.75

30. **NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: . Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Fairmont City Hall, 100 Downtown Plaza, Fairmont, MN 56031.

31. **CONSTRUCTION MANAGEMENT.** During construction of the Improvements and the Project, the Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood, as follows:

- a. Definition of Construction Area. The limits of the Project Area shall be as shown in the City approved Grading, Drainage and Erosion Control Plan and shall be demarcated with construction fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.
- b. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and workers must be provided or provisions must be made to have workers park off site and be shuttled to the Project Area. No fill, excavating material or construction materials shall be stored in the public right-of-way.
- c. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 9 p.m. on weekdays and 7 a.m. and 9 p.m. on weekends or as otherwise provided in City Code.
- d. Site Maintenance. Developer shall ensure that its contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the Project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After Developer has received at least forty-eight (48) hour verbal notice, the City may complete or contract to complete the site maintenance work at Developer's expense.
- e. Project Identification Signage. Project identification signs shall comply with City Code.

32. **EXPIRATION OF AGREEMENT.** This Agreement shall remain in effect until such time as the Developer shall have fully performed all of its duties and obligations under this Agreement. Upon the written request of the Developer and upon the adoption of a resolution by the City Council finding that the Developer has fully complied with all the terms of this Agreement and finding that the Developer has completed performance of all Developer's duties mandated by this Agreement, the

City shall issue to the Developer on behalf of the City an appropriate Certificate of Compliance/Completion. Upon issuance of the Certificate of Compliance/Completion by the City, this Agreement shall terminate.

33. TERMINATION; CONDITIONS PRECEDENT.

- a. If Developer fails to: a) acquire fee simple title to all of the Development Property, and b) record this Agreement and the Plat in the office of the Martin County Recorder, as applicable and as provided herein, within one (1) year after approval of this Agreement, as applicable, by the City Council, this Agreement shall terminate and the approval of the Plat shall be null and void, subject to the following:
 - i. All costs, fees and other amounts previously paid to the City in connection with the Plat, the Project Improvements, this Agreement and the Project shall belong to and be retained by the City;
 - ii. The obligations of the Developer for costs incurred shall survive such termination and continue with respect to unpaid costs, fees and expenses incurred prior to such termination;
 - iii. The indemnifications of Developer shall survive and continue after such termination; and
 - iv. The parties shall be released from all other obligations and liabilities under this Agreement not specified above.
- b. The City shall have no obligation to construct the Improvements and Developer shall have no right to construct the Improvements or construct the Project on the Development Property unless the Developer acquires fee simple title to the Development Property and records this Agreement and the Plat in the office of the Martin County Recorder as required herein.
- c. Building permits and land disturbance permit may be issued prior to Closing, but any such permits issued prior to Closing are hereby issued and no work shall be performed on the Development Property and the construction of the Improvements shall not be commenced,

subject to Developer providing evidence satisfactory to the City that the Plat and this Development Agreement have been duly recorded with the Martin County Recorder and that Developer has acquired fee simple title to the Development Property.

- d. In the event of the termination of this Agreement, the parties agree, if requested by the other party, to execute and deliver to the other party a written termination acknowledgment in a form reasonably satisfactory to both parties.
- e. Developer's right to construct the Improvements is contingent upon its (i) successful Closing on its purchase of Development Property, and (ii) obtaining a building permit and land disturbance permit from the City following submission of a complete and valid application for same. Nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, for Developer to close on its purchase of the Development Property, commence the development of the Development Property as set forth herein, or sell or lease homes constructed and located on the Development Property.

34. **ADOPTED BY REFERENCE.** The provisions of the City's Code, Chapters 28 and 36 are hereby adopted by reference in their entirety, unless specifically excepted, modified, or varied by the terms of this Agreement, or by the final plat as approved by the City, as applicable. In the event that a provision of this Agreement is inconsistent with or in conflict with the City's Code, the City Code shall govern.

[Remainder of page left intentionally blank.]

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

DEVELOPER:

Midwest Shop Condos LLC

BY: _____
_____, Its _____

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

Legal Description of Development Property Being Final Platted as:

Lot 1 of Block 1 of Fairmont Industrial Park Twelfth Addition

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

AFFIDAVITS

Pursuant to the Development Agreement, prior to acceptance of the improvements by the City, the Developer must complete and furnish the following affidavits:

- Contractor's Certificate;
- Engineer's Certificate;
- Land Surveyor's Certificate; and
- Developer's Certificate;

in substantially the form provided herein, certifying that all construction has been completed in accordance with the terms of the Development Agreement.

DEVELOPER’S CERTIFICATE OF COMPLIANCE

Project: _____

I/we, the undersigned, certify that the construction of those certain improvements (the “Project”) required to be made by _____ (the “Developer”) pursuant to that certain Development Agreement (the “Agreement”) dated _____, 2023_, by and between the City of Fairmont (the “City”) and the Developer, are complete and have been completed all in accordance with the provisions of the Agreement, that the Developer has complied to date with all requirements set forth in the Agreement, and that the work under the above named Project including all appurtenances thereto has been completed in accordance with the City Code (Chapter ____), City standard specifications for utilities and street construction, and the City’s engineering standard specifications.

I/we further certify that all charges or bills for labor or services performed or materials furnished, and other charges by the subcontractors for the required Project improvements have been paid in full and in accordance with the terms of that/those contract(s).

I/we further certify that the required Project improvements are free and clear of any and all liens and encumbrances; that no notice of intention to claim liens is outstanding, and that no suits are pending by reason of the Project.

I/we finally certify that the required improvements are free from all defects in material and workmanship from the date of acceptance thereof by the City, that the Developer agrees to remedy all defects arising within the warranty period at the Developer’s expense, and that the Developer is now and will remain in compliance with the Warranty/Maintenance Guarantee required by Fairmont City Code, Chapter ____, section ____ for the required periods stated therein.

This affidavit is made for the purpose of inducing City of Fairmont to accept the Project improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER:

BY: _____

_____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023____, by _____ the _____ of _____, a Minnesota _____, on behalf of _____.

Notary Public

**EXHIBIT C
TO
DEVELOPMENT AGREEMENT

GENERAL WARRANTY DEED**

(Top 3 inches reserved for recording data)

WARRANTY DEED

Business Entity to Business Entity

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____, 2023

FOR VALUABLE CONSIDERATION, Midwest Shop Condos LLC, a limited liability company under the laws of the State of Minnesota ("Grantor"), hereby conveys and warrants to the City of Fairmont, a municipal corporation under the laws of the State of Minnesota ("Grantee"), real property in Martin County, Minnesota, legally described as follows:

See Exhibit A attached hereto

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

None.

The total consideration for this transfer is \$500.00 or less.

The Seller certifies that the Seller does not know of any wells on the described real property.

Grantor

Midwest Shop Condos LLC

By: _____
_____, Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF MARTIN)

This instrument was acknowledged before me on _____, 20____, by _____, as President, of Midwest Shop Condos LLC, Grantor.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103-2122
651-225-8840

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

**EXHIBIT D
TO
DEVELOPMENT AGREEMENT**

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Fairmont
Fairmont City Hall
100 Downtown Plaza
Fairmont, MN 56031

Dear Sir or Madam:

We hereby issue, for the account of (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of (Name of Bank) ";
- b) Be signed by the Mayor or City Administrator of the City of Fairmont.
- c) Be presented for payment at (Address of Bank) , on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Fairmont City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Fairmont City Administrator, Fairmont City Hall, City of Fairmont, 100 Downtown Plaza, Fairmont, MN 56031, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

_____ Its _____

**EXHIBIT E
TO
DEVELOPMENT AGREEMENT**

ESCROW AGREEMENT

This Escrow Agreement (“Escrow Agreement”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF FAIRMONT, a Minnesota municipal corporation (the “City”), whose address is City of Fairmont, 100 Downtown Plaza, Fairmont, MN 56031; _____ [Insert name of Developer], a _____ [Insert Type of Company; corporation, LLC, etc.] under the laws of the State of [Minnesota] (the “Developer”), whose address is _____ [Insert Full Address, City, State, Zip Code]; and _____ [Insert Name of the Bank] (the “Bank” or “Escrow Agent”), as Escrow Agent in connection with the development of a _____ [Insert Type of Development] known as _____ [Insert Name of the Project] (the “Project”) located at _____ [Insert Full Address of Project], Fairmont, Martin County, Minnesota.

RECITALS

WHEREAS, the Developer has received final plat approval from the City for the development of the Project as set forth on the final plat entitled “_____”, dated _____, 2023, (the “Final Plat”); and

WHEREAS, as a condition of Final Plat approval, the Developer and City have also entered into that certain Development Agreement, dated _____, 2023, (the “Development Agreement”); and

WHEREAS, the Developer pursuant to Fairmont City Code, the Development Agreement, Final Plat and other City approvals, at its own expense, is required to complete the construction of certain public improvements (the “Improvements” or “work”) as part of the Project; and

WHEREAS the Parties to this Escrow Agreement wish to establish a mechanism to secure the obligations of the Developer for the work as set forth above and to provide the City a financial guarantee to assure the satisfactory completion of the required Improvements; and

WHEREAS, pursuant to Fairmont City Code and the Development Agreement, the Developer must provide security for construction of the required Improvements and an Escrow Account is a permissible form of security; and

WHEREAS, the Developer desires to provide the required Improvements and has established an Escrow Account with the Bank for such purpose; and

WHEREAS, the Bank executes this Escrow Agreement solely in the capacity of Escrow Agent.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the Parties contained herein, each does hereby covenant and agree with the others as follows:

1. Incorporation of Recitals and Documents. The recitals set forth above are acknowledged by the Parties to be true and correct and are hereby incorporated herein by reference. The following documents referred to in this Escrow Agreement are hereby made a part hereof by reference:
 - a. Development Agreement;
 - b. Final Plat; and
 - c. Fairmont City Code, Chapters 28 and 36.

2. Escrow Account/Funds Amount. To guarantee compliance with the terms of the Development Agreement, the Developer has established an Escrow Account with the Bank and agrees to deposit cash escrow funds in U.S. Dollars into the established Escrow Account with the Bank in that amount required by the Development Agreement, which is

\$ [REDACTED] (the “security”). The security shall be deposited into the established Escrow Account prior to or at the time of Final Plat approval. The Developer shall obtain a letter from the Bank addressed to the City acknowledging Developer’s creation of the required Escrow Account in the name of the City as surety deposit for the Project and verifying that the Developer has deposited the cash escrow funds in the amount of the security required in the Development Agreement. The Developer shall submit the Bank’s letter to the City prior to or at the time of Final Plat Approval.

3. Disbursements from Escrow Account.

- a. The City agrees that the Escrow Account funds on deposit with the Bank shall be deposited in an interest bearing account and shall only be disbursed and used as payment for the required Improvements pursuant to the process and requirements contained in the Development Agreement and this Escrow Agreement. All interest shall accrue to the Developer at such times as the Bank pays interest, but shall remain in Trust with the Bank.
- b. The deposit of the Escrow Account funds by the Developer will be made to ensure that Developer funds are available to the City for withdrawal by the City in the event it becomes necessary for the City, in the City’s judgment, to withdraw the funds in order to complete satisfactory construction of the required Improvements in accordance with the Development Agreement.
- c. The Escrow Account funds shall not be used or pledged by the Developer for any other purpose during the period the Escrow Account is in effect. Upon satisfactory completion of the required public Improvements, as shall be determined by the City Engineer or his designee in writing, money in the Escrow Account, plus any accrued interest, shall be released to the Developer in accordance with the requirements contained in the Development Agreement taking into consideration the required warranty period.
- d. In the judgment of the City, in the event the Developer defaults as the same is defined in the Development Agreement, or otherwise fails to comply with the terms of the Development Agreement, or otherwise fails to complete the required public Improvements to the satisfaction of the City Engineer in accordance with the terms of the Development Agreement and City approved plans and specifications, upon notice by the City to the Bank, the Escrow Account Funds shall be immediately, without further action, paid over to the City, in the amount requisitioned by the City, for use by the City in completion of the required public Improvements and/or to reimburse the City for any costs or expenses incurred by the City therefore.
- e. The City will also promptly submit to the Developer a copy of such notice as it files with the Bank. The consent of the Developer to payments by the Bank to the City shall not be required or solicited. The Bank shall incur no liability to the Developer on account of making such payment to the City, nor shall the Bank be required to inquire into the propriety of any claim by the City of default on the part of the Developer or into the use of such funds by the City in completing such Improvements. The Bank shall not refuse or delay to make such payments to the City when requested by the City by an appropriate notice, and the Developer will not interfere with, object to or otherwise hinder such payments by the Bank to the City.
- f. Any work to be performed by the City pursuant hereto shall be let on a contractual basis as required by governing law, or on a time and material basis or shall be performed by the City with its own personnel and equipment or shall be accomplished in such a manner as in the judgment of the City shall accomplish the work expeditiously and economically.
- g. The City shall be the sole beneficiary of the Escrow Account and shall have sole power to draw upon funds from the Escrow Account in accordance with the terms of the Development Agreement and this Escrow Agreement.
- h. Nothing herein shall relieve the Developer from the obligation to pay any additional costs, if actual costs exceed the above-stated cost. Nothing herein shall relieve the Developer from the obligation to pay any additional costs, if actual costs exceed the amount retained in the Escrow Account, after the time of completion.
- i. All disbursements under this Escrow Agreement from the Escrow Account shall be made by and through the Escrow Agent in accordance with the terms of the Development Agreement and this Escrow Agreement.

- j. If monies are released by the Bank to the City pursuant to this Escrow Agreement and it shall later develop that a portion of the released monies are surplus to the City's needs, any such surplus shall be returned by the City to the Bank to be held and distributed by the Bank pursuant to the terms of the Development Agreement and this Escrow Agreement.
 - k. In the event that the Developer furnishes the City with an Irrevocable Letter of Credit, in a form and substance satisfactory to the City, as replacement security for the funds escrowed hereunder, and the City concludes that it is beneficial to the City to do so, the City may release all or a portion of the funds escrowed by this Escrow Agreement and accept the Irrevocable Letter of Credit, provided the Bank reconfirms, in writing its commitment to the terms and conditions contained herein.
4. Bank as Escrow Agent.
- a. As Escrow Agent hereunder, the Bank, acting in such capacity, shall have no duties or responsibilities except for those expressly set forth herein.
 - b. The Parties agree that the Escrow Agent shall be a financial institution or title company licensed and registered to operate in the State of Minnesota and shall be acceptable to the City.
 - c. The Developer shall indemnify and hold harmless the Bank against any loss, damage or liability, including, without limitation, attorney's fees which may be incurred by the Bank in connection with this Escrow Agreement, except any such loss, damage or liability incurred by reason of the negligence or willful misconduct of the Bank. It is further understood by the Developer that if, as the result of any disagreement between it and any other party or adverse demands and claims being made by it or anyone else upon the Bank, or if the Bank otherwise shall become involved in litigation with respect to this Escrow Agreement, the Developer agrees that it shall reimburse the Bank on demand for all costs and expenses, including, without limitation, attorney's fees, the Bank shall incur or be compelled to pay by reason of such dispute or litigation, including reasonable compensation for time expended in connection with any such dispute or litigation.
 - d. The Developer shall indemnify and hold harmless the City against any claim, loss, damage or liability, including, without limitation, attorney's fees, which may be incurred by or brought against the City in connection with this Escrow Agreement, except any such loss, damage or liability incurred by reason of the negligence or willful misconduct of the City.
 - e. All indemnification obligations shall survive termination, expiration or cancellation of this Escrow Agreement.
 - f. The Bank, acting as such, shall not be liable to anyone by reason of an error or judgment, a mistake of law or fact, or for any act done or step taken or omitted in good faith, and this provision shall survive the termination of this Escrow Agreement.
 - g. At the time the last of the escrowed funds are released and disbursed by the Bank in accordance with this Escrow Agreement, the Bank shall be discharged from any obligation under this Escrow Agreement.
 - h. In accordance with the provisions above, the Bank may rely upon and shall be protected in acting upon any statement, instrument, opinion, notice, request, order, approval or document believed by the Bank to be genuine and to have been signed or presented by the proper party or parties.
 - i. The Escrow Agent shall keep records of all requests and transactions made from the Escrow Account, which records may be inspected by the Developer and the City Engineer, respectively, immediately upon request by either Party to the Escrow Agent.
 - j. The Developer is responsible for all costs and fees payable to the Escrow Agent for service rendered by the Bank in accordance with this Escrow Agreement.
5. Substitution or Resignation of Bank. The Bank reserves the right to withdraw from this Escrow Agreement and cease serving as Escrow Agent hereunder at any time by giving thirty (30) days written notice thereof to the Developer and City.

Upon notice of resignation by the Bank, the Developer agrees to find within ten (10) days of such notice a replacement Escrow Agent acceptable to the City. The Bank agrees to deliver the escrowed funds then held by the Bank to such replacement escrow holder and notify all parties hereto. The Bank shall thereupon be released from any and all responsibility or liability to the Parties hereto. If the Developer fails to appoint a replacement escrow agent within such ten (10) day period, the Bank shall petition any court having jurisdiction for the appointment of a successor escrow agent or for instructions as to the disposition of the documents and moneys held by it under this Escrow Agreement. In any event such court appoints a successor escrow agent, the Bank shall deliver the escrowed funds then held pursuant to this Escrow Agreement, and all records and other documents held by it under this Escrow Agreement, upon payment of all fees and expense reimbursements due to the Bank, to such successor escrow agent and the Bank shall thereby be released from any and all responsibility or liability to the Parties hereto. Pending such appointment or instructions, the Bank shall continue to be bound by the terms of this Escrow Agreement.

6. Notices. Any notice provided for or permitted under this Escrow Agreement, unless otherwise provided herein, will be treated as having been received (a) when delivered personally, (b) when sent by confirmed facsimile or (c) three (3) days following when sent by certified mail, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this paragraph (except that the Escrow Agent shall not be bound by or required to act upon any notice unless and until actually received by it).

- a. If to the Developer, at:

- b. If to the City, at:

City of Fairmont
Fairmont City Hall
100 Downtown Plaza
Fairmont, MN 56031
507-238-9461

- c. If to the Escrow Agent, at:

Such notice will be treated as having been received upon actual receipt if actual receipt occurs earlier than as provided in clauses (a) through (c) hereof. Notwithstanding the foregoing, no notice to the Escrow Agent shall be deemed given to or received by the Escrow Agent unless delivered to an officer of the Escrow Agent having responsibility under this Agreement.

7. Termination. This Escrow Agreement shall terminate and be of no force or effect upon the completion of the terms and conditions contained herein and completion of the retained security requirements (retainage) contained in the Development Agreement; provided however, that the security requirements for the warranty period required in the Development Agreement are otherwise provided for in a manner acceptable to the City and in accordance with the Development Agreement. Subject to the retainage requirements contained in the Development Agreement, in the event that the security requirements for the warranty period required in the Development Agreement are not otherwise provided for in an alternate manner acceptable to the City, this Escrow Agreement shall not terminate until the expiration of the required warranty period, except that the amount of the security remaining in the Escrow Account for the warranty period shall be as provided in the Development Agreement.

8. General Terms.

- a. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Escrow Agreement and understand fully the contents thereof; that in executing this Escrow Agreement they voluntarily accept all terms described in this Escrow Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Escrow Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Escrow Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. Successors and Assigns. This Escrow Agreement may not be assigned by the Developer or Bank without the prior written consent of the City. This Escrow Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No other person has any rights, interest, or claims hereunder or is entitled to any benefits under or on account of this Escrow Agreement as a third-party beneficiary or otherwise.
- d. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- e. Governing Law. This Escrow Agreement shall be deemed to have been made and accepted in Martin County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Escrow Agreement without regard to its choice of law or conflict of laws principles.
- f. Data Practices. The parties acknowledge that this Escrow Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- g. No Waiver. Nothing in this Escrow Agreement shall be construed to waive any immunities or limitations to which the City is entitled under Minn. Stat. Chapter 466 or otherwise. No waiver by any party to this Escrow Agreement of any condition or of any breach of any provision of this Escrow Agreement will be effective unless in writing. No waiver by any party of any such condition or breach, in any one instance, will be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained in this Escrow Agreement.
- h. Entire Agreement. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Escrow Agreement.
- i. Headings and Captions. Headings and captions contained in this Escrow Agreement are for convenience only and are not intended to alter any of the provisions of this agreement and shall not be used for the interpretation of the validity of the agreement or any provision hereof.
- j. Cooperation. The parties hereto agree to cooperate with one another in the performance of their respective obligations and responsibilities set forth in this Escrow Agreement. The parties further agree to execute and deliver such other and additional documents and instruments as may be reasonably necessary to accomplish the purposes of this Escrow Agreement.
- k. No joint venture or partnership. The parties hereto agree that they will be independent contractors in performing their respective obligations under this Escrow Agreement. This Escrow Agreement is not intended to create nor does it create, a relationship of partners or joint ventures between the parties hereto.
- l. Severability. The invalidity or unenforceability of any provision of this Escrow Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Escrow Agreement shall be

construed and enforced as if the agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

- m. Force Majeure. Escrow Agent shall not be liable to the undersigned for any loss or damage arising out of any acts of God, strikes, equipment, or transmission failure, war, terrorism, or any other act or circumstance beyond the reasonable control of Escrow Agent.
- n. Compliance with Laws. The parties hereto shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to the subject matter hereof.
- o. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- p. Execution. This Escrow Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart, facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

(Remainder of page left intentionally blank.)

ACKNOWLEDGMENT OF CITY

STATE OF MINNESOTA)
) ss.
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023___, by _____ and by _____, the Mayor and City _____ of the City of Fairmont, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

ACKNOWLEDGMENT OF BANK

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023___, by _____ the _____ of _____, a _____ *[e.g., corporation, limited liability company, limited liability partnership]* under the laws of the State of _____ *[Minnesota]*, on behalf of the _____ and pursuant to the authority granted by its _____ *[e.g., board of directors]*.

NOTARY PUBLIC



Fairmont City Council
September 12, 2022

Agenda Item: 10.4

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

Subject: 2024 Proposed Budget and Tax Levy

Policy/Action Requested:

Motion 1: To approve Resolution 2023-28, adopting the proposed tax levy for 2024
Motion 2: To approve Resolution 2023-29, adopting the proposed budget for 2024

Vote Required: Simple Majority Roll Call

Recommendation: Approval

Overview: Information on the proposed budget and tax levy for 2024 will be discussed. The Council is required to establish the proposed tax levy and budget and submit that information to the County Auditor by September 30, 2023.

Budget Impact: N/A

Attachments: Resolution 2023-28
Resolution 2023-29
Proposed Budget for 2024
Paul Hoyer, Finance Director Memo

Council Action: _____ Date: _____

RESOLUTION NO. 2023-28

STATE OF MINNESOTA)

SS:

COUNTY OF MARTIN)

**A RESOLUTION ADOPTING THE 2024 PROPOSED PROPERTY TAX LEVY
AND ORDERING ITS CERTIFICATION TO THE MARTIN COUNTY AUDITOR**

WHEREAS, Minnesota State Statutes require that the proposed property tax levy for the coming year be certified to the County Auditor by September 30; and,

NOW THEREFORE, BE IT RESOLVED, that the following proposed property tax levy be certified to the Martin County Auditor:

Non-Debt Levy	\$5,278,985
Debt Service Levy	<u>1,612,083</u>
Total <u>Proposed</u> Property Tax Levy	<u>\$6,891,068</u>

BE IT FURTHER RESOLVED, that the above named mentioned total tax levy be established in the following breakdown:

1. General Operations	\$4,166,235
2. Special Assessment Debt	1,612,083
3. Capital Projects	903,612
4. EDA	100,000
5. Tax Abatements	<u>109,138</u>
TOTAL <u>PROPOSED</u> TAX LEVY	<u>\$6,891,068</u>

PASSED, APPROVED AND ADOPTED this 11th day of September 2023.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

RESOLUTION NO. 2023-29

STATE OF MINNESOTA)

SS:

COUNTY OF MARTIN)

A RESOLUTION ADOPTING THE PROPOSED 2024 BUDGET

WHEREAS, state statutes require cities to adopt a proposed budget to be submitted to the County Auditor with the proposed 2024 tax levy.

NOW THEREFORE, BE IT RESOLVED that the following budget be adopted and approved this 11th day of September 2023, in a regular meeting of the Fairmont City Council:

FUND	REVENUES AND TRANSFERS IN	EXPENDITURES AND TRANSFERS OUT
General	\$10,587,256	\$10,587,256
Economic Development	220,000	220,000
SMEC	89,000	88,850
Local Option Sales Tax	1,110,000	1,110,000
Aeronautics	667,408	657,237
Lake Restoration	70,000	63,345
Debt Service	2,153,935	2,020,067
Capital Improvements	<u>21,134,612</u>	<u>18,162,475</u>
	<u>\$36,032,211</u>	<u>\$32,909,230</u>

PASSED, APPROVED AND ADOPTED this 11th day of September 2023.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



FAIRMONT

City of Lakes



2024 Proposed Budget



Budget Overview - Governmental Funds



Revenues

Federal/State Aid	5,324,155	14.8%
Taxes	8,274,457	23.0%
Assessments	158,930	0.4%
Charges For Services	1,356,405	3.8%
GO Bonds	16,500,000	45.8%
Donations	65,000	0.2%
Miscellaneous	528,069	1.5%
Transfers In	3,825,195	10.6%
Total Revenues	<u>\$ 36,032,211</u>	100%

Expenditures

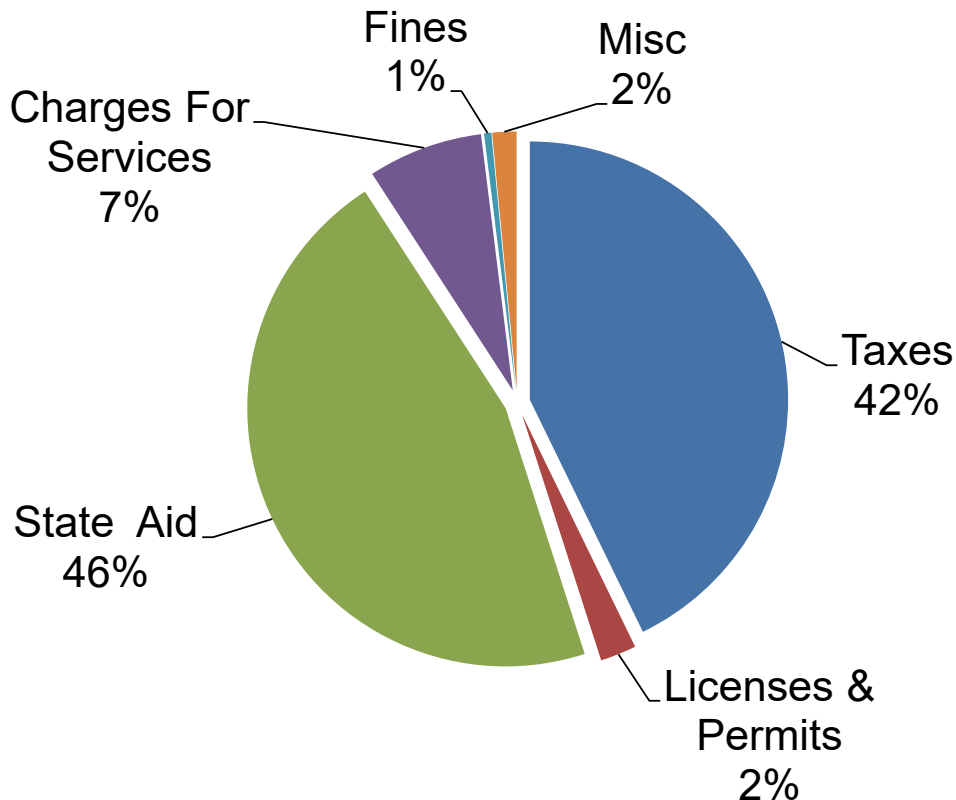
General Government	1,806,440	5.5%
Public Safety	4,277,155	13.0%
Public Works	2,509,713	7.6%
Parks & Recreation	1,888,948	5.7%
Economic Development	220,000	0.7%
SMEC	88,850	0.3%
Airport	642,237	2.0%
Lake Restoration	13,345	0.0%
Debt Service	2,020,067	6.1%
Capital Projects	17,894,080	54.4%
Transfers Out	1,548,395	4.7%
Total Expenditures	<u>\$ 32,909,230</u>	100%

General Fund Revenue Summary



	<u>2023</u>	<u>2024</u>
Taxes	3,894,798	4,131,235
Licenses & Permits	226,800	222,300
State Aid	4,045,327	4,506,547
Charges For Services	691,946	708,405
Fines	49,500	44,500
Misc	164,086	149,269
Transfers In	825,000	825,000
Total Revenues	\$ 9,897,457	\$ 10,587,256

2024 Budget

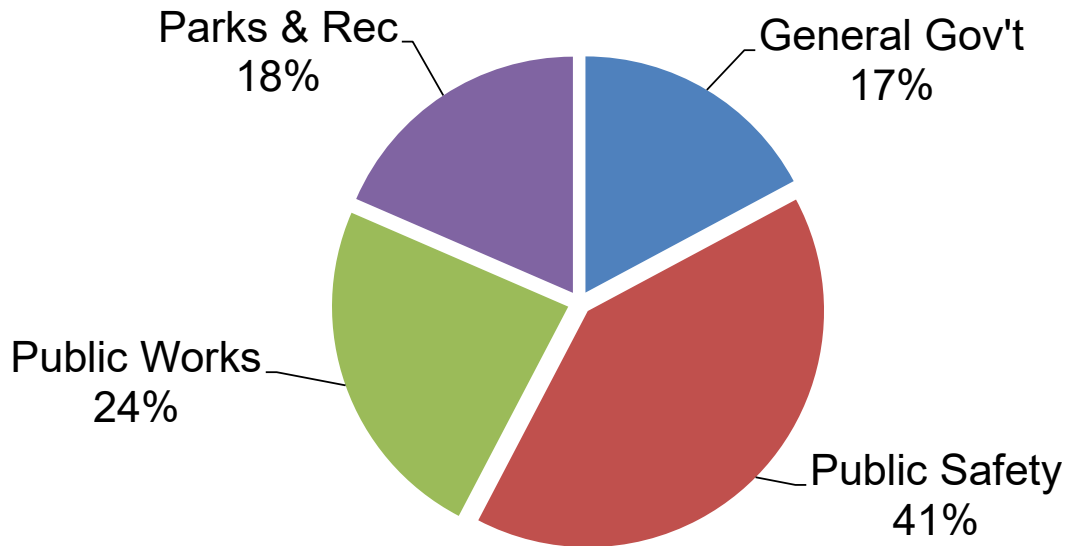


General Fund Expenditure Summary



	<u>2023</u>	<u>2024</u>
General Gov't	1,696,346	1,806,440
Public Safety	4,037,540	4,277,155
Public Works	2,236,237	2,509,713
Parks & Rec	1,818,834	1,888,948
Transfers	748,500	105,000
Total Expenditures	\$ 10,537,457	\$ 10,587,256

2024 Budget



General Fund Expenditure Detail



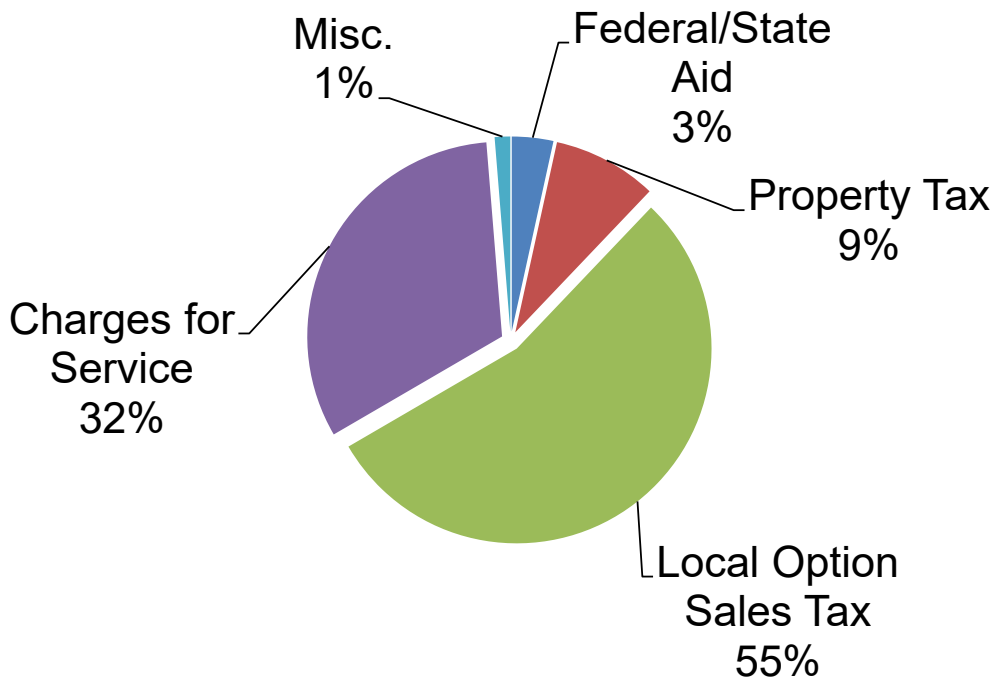
	<u>2023</u>	<u>2024</u>
Mayor and Council	60,755	76,638
City Administrator	175,611	187,270
City Clerk	123,536	144,280
Finance	447,904	456,384
Planning & Zoning	287,170	304,234
Gen. Govt. Bldgs.	123,960	131,174
Library	86,760	93,910
Other General Govt.	390,650	412,550
Total General Govt.	\$ 1,696,346	\$ 1,806,440
Police Department	3,340,820	3,572,969
Fire Department	392,778	424,837
Inspection Dept.	239,906	214,499
Civil Defense	3,615	5,150
Animal Control	60,421	59,700
Total Public Safety	\$ 4,037,540	\$ 4,277,155
Streets	1,504,997	1,718,933
Engineering	480,307	531,461
Health & Sanitation	250,933	259,319
Total Public Works	\$ 2,236,237	\$ 2,509,713
Parks	1,333,142	1,410,041
Aquatic Park	485,692	478,907
Total Parks & Recreation	\$ 1,818,834	\$ 1,888,948
Operations	\$ 9,788,957	\$ 10,482,256
Transfers	\$ 748,500	\$ 105,000
Total General Fund	\$ 10,537,457	\$ 10,587,256

Special Revenue Funds Revenue Summary



	<u>2023</u>	<u>2024</u>
Federal/State Aid	69,408	69,408
Property Tax	175,000	175,000
Local Option Sales Tax	975,000	1,100,000
Charges for Service	623,000	648,000
Misc.	14,050	26,000
Transfers In	155,000	138,000
Total Revenues	\$ 2,011,458	\$ 2,156,408

2024 Budget

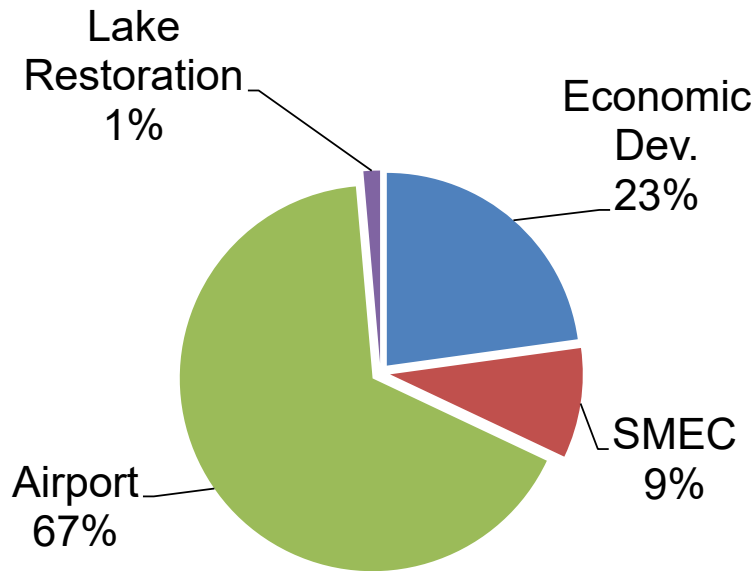


Special Revenue Funds Expenditure Summary



	<u>2023</u>	<u>2024</u>
Economic Dev.	253,550	220,000
SMEC	84,900	88,850
Airport	601,368	642,237
Lake Restoration	13,645	13,345
Transfers Out	1,876,500	1,175,000
Total Expenditures	\$ 2,829,963	\$ 2,139,432

2024 Budget



Debt Service



Revenues

	<u>2023</u>	<u>2024</u>
Taxes - General	1,557,083	1,612,083
Taxes - Tax Increment	96,777	102,527
Assessments	209,868	148,930
Misc	12,900	22,000
Transfers In	27,759	268,395
Total Reveunes	<u>\$ 1,904,387</u>	<u>\$ 2,153,935</u>

Expenditures

	<u>2023</u>	<u>2024</u>
Improvement Proj.	1,609,381	1,614,074
Tax Increment Proj.	96,777	102,527
G.O. Proj.	303,641	303,466
Transfers Out	-	-
Total Expenditures	<u>\$ 2,009,799</u>	<u>\$ 2,020,067</u>

Capital Projects



Revenues

	<u>2023</u>	<u>2024</u>
Federal/State Aid	884,000	748,200
Property Tax	903,612	903,612
Franchise Fee	250,000	250,000
Assessments	2,500	10,000
Street Improvement Bonds	7,000,000	7,500,000
Community Center Bonds	-	9,000,000
Contributions & Donations	6,000,000	65,000
Misc.	18,000	64,000
Transfers In	4,271,500	2,593,800
Total Revenues	<u>\$ 19,329,612</u>	<u>\$ 21,134,612</u>

Expenditures

	<u>2023</u>	<u>2024</u>
Capital Projects Fund	4,675,600	2,937,000
Fire Truck Fund	-	-
Community Center	10,000,000	12,500,000
Airport Construction	560,000	-
Street Improvements	3,500,000	2,457,080
Transfers Out	127,759	268,395
Total Expenditures	<u>\$ 18,863,359</u>	<u>\$ 18,162,475</u>

Capital Projects Fund Detail



General Gov't

SMEC parking lot and sidewalk	\$35,000
Ice Arena interior painting	\$50,000
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	\$85,000

Police

Replace squad 9 CSO pick up and equipment	\$30,000
Portable radio replacement plan - 4 per year	\$17,000
Squad car computer/printer rotation - 2 per year	\$14,000
Squad car video camera rotation - 2 per year	\$16,000
Taser replacement - 5 per year	\$12,500
Computer rotation	\$12,000
Replace SWAT vest V38	\$4,500
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	\$106,000

Fire

5 sets of bunker gear	\$17,500
Fire boots - 20 pairs	\$9,000
Replace 3 radios	\$10,500
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	\$37,000

Streets

Replacing Unit 112 1987 Ford L8000	\$250,000
Front Snow Plow for 672 Grader - New attachment	\$25,000
Replacing Unit 153 1988 Cat CB214C	\$70,000
Replace 4 radios	\$10,000
Tree/Compost Site Office Trailer	\$25,000
Tree/Compost Site Establishment	\$40,000
Gate, fencing, signage, site prep, smokestack demo/removal, security	\$27,500
Current Tree/Compost area decommission/disposal	\$27,500
Skidloader rock bucket attachment	\$10,000
Paint Machine Propulsion unit	\$10,000
Downtown beautification	\$30,000
Contingency	\$20,000
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	\$545,000

Aquatic Park

Replace shade structures	\$10,500
Replacement of pool pumps/strainers	\$10,000
Duramax Vacuum	\$3,500
Landscaping	\$5,000
Hoist system in maintenace for inhouse pump repair/maintenance	\$7,500
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	\$36,500

Capital Projects Fund Detail



Parks

3 Point Fertilizer Spreader	\$7,500
Replaces Unit 540 1992 Smithco Lawn Sweeper	\$40,000
Soccer Complex surface and turf reestablishment	\$15,000
Radio Replacement	\$17,500
Replace Garbage Truck (used) (\$110,000 carryover from 2023)	\$200,000
Cedar Park westside shelter concrete pad	\$25,000
Veterans Park Shelter/Bathrooms/Trail concrete	\$25,000
Replace Eastside Park Equipment	\$25,000
Sylvania Park Band Shell rehab	\$250,000
Baseball - WASC baseball scoreboard	\$25,000
Gomsrud Park Phase 2 Redevelopment Plan	\$500,000
Lincoln Park Flower Bed Upgrades	\$7,500
Contingency	\$10,000
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	\$1,147,500

Airport

Tree obstruction removal	\$50,000
Sanitary system upgrades	\$170,000
Taxiway edge lighting/signs Design 90/10	\$50,000
Airport Layout Plan 90/10	\$408,000
Airfield pavement maintenance 70/30	\$150,000
Camera system	\$7,000
CFR/SRE Building Improvements 70/30	\$90,000
Contingency	\$5,000
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	\$930,000

Lake Restoration

Wetland Bank management	\$25,000
Dutch Creek habitat management	\$25,000
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	\$50,000

Total Project Expenses \$2,937,000

Liquor Store Project Funding

Net Income Before Transfers	635,231
Airport Improvements	(334,800)
Soccer Complex surface and turf reestablishment	(15,000)
Aquatic Park	(36,500)
Cedar Park westside shelter concrete pad	(25,000)
Veterans Park Shelter/Bathrooms/Trail concrete	(25,000)
Sylvania Park Band Shell rehab	(250,000)
Replace Eastside Park Equipment	(25,000)
Baseball - WASC baseball scoreboard	(10,000)
Gomsrud Park Phase 2 Redevelopment Plan	(500,000)
Lincoln Park Flower Bed Upgrades	(7,500)
Ice Arena painting	(50,000)
SMEC	(58,000)
Reduction to Reserves	<u><u>\$ (701,569)</u></u>

Preliminary Property Tax Levy Increase



2023 Levy	Debt Service	1,557,083
	Operations	3,929,798
	Capital	903,612
	EDA	100,000
	Total	6,490,493

2024 Levy	Debt Service	1,612,083
	Operations	4,166,235
	Capital	903,612
	EDA	100,000
	Tax Abatements	109,138
	Total	6,891,068

Levy Increase: \$400,575 6.2%

2024 Property Tax Rate Impact - 2.3% Decrease*

	Residential Property		
	\$95,000	\$150,000	\$250,000
2024 City Tax	548.65	866.30	1,443.83
2023 City Tax	561.56	886.68	1,477.80
	(12.91)	(20.38)	(33.97)

	Commercial/Industrial Property		
	\$500,000	\$1,000,000	\$2,000,000
2024 City Tax	5,342.15	11,117.45	22,668.05
2023 City Tax	5,467.86	11,379.06	23,201.46
	(125.71)	(261.61)	(533.41)

*Percent decrease assumes assessed property valuations remain the same between 2023 and 2024.



Some Photos Courtesy
of Greg Abel



MEMORANDUM

TO: Mayor and Council
FROM: Paul Hoye, Finance Director
DATE: September 1, 2023
SUBJECT: 2024 Proposed Budget

City staff and Council held a strategic planning session on 4/13/2021 where we established a new vision for the City of Fairmont and discussed the goals that we wanted to see accomplished in the future. We have used that information to help guide the 2024 budget preparation and to update the City’s 5 Year Capital Improvement Program which we have included for your review. This is a comprehensive list of all the capital projects that city staff has identified that will need to be funded within the next five years. All the projects identified in 2024 have been included and funded in the 2024 proposed budget. All the projects that are listed as “Ideas and Requests” are new projects that have been included in the CIP coming from our strategic plan or they have been recommended by a council member, city staff or city board. These projects have not been included in the 2024 budget and are there for Council consideration.

There are several factors that have impacted the 2024 budget including;

- \$449,367 increase in Local Government Aid
- Increase to interest earnings
- \$130,000 increase in sales tax revenue.
- Wage increase to implement the compensation study completed by Abdo
- Expected increase in health care and work comp costs
- Inflationary increases have increased the cost of all goods and services.

To fund these items and the projects in the CIP, we would need a 6.2% levy increase. We have included a levy sheet showing the breakdown of the levy and the changes for 2024. The preliminary budget will be brought to the Council at the September 11th council meeting. The preliminary budget and levy needs to be certified to the County Auditor by September 30th.

PH



**Council Member Agenda Request
September 11, 2023**

Agenda Item: 11.1

From: Mayor Baarts and Council Member Miller

Subject: City Administrator, Interim City Administrator Search Update

Staff Action Requested: None

Overview: Mayor Baarts and Council Member Miller will give a bi-weekly update on the City Administrator, Interim City Administrator Search.

Attachments:

Council Action: _____ Date: _____