

FAIRMONT CITY COUNCIL AGENDA

Monday, February 12, 2024, 5:30 p.m.

1. **Roll Call/Determination of Quorum**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Recognition/Presentations**
 - 4.1 Martin County Regional Public Safety and Justice Center Proposed Location Presentation (04)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (06)
6. **Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
 - A. **Minutes**
 - 6.A.1 Consideration of approving the City Council Minutes from Regular Meeting on January 22, 2024 (07)
 - B. **Check Registers**
 - C. **Other**
 - 6.C.1 Consideration of the Appointment of Election Judges for the 2024 Presidential Nomination Primary, Primary and General Elections (11)
 - 6.C.2 Consideration of an Event Permit for Interlaken Heritage Days, June 7 and 8, 2024 (14)
 - 6.C.3 Consideration of an Event Permit for Borderline Cruisers Car Club, Borderline Cruisers Car Show on June 8, 2024 (18)
 - 6.C.4 Consideration of an Event Permit for Fairmont City Band, Band Concerts (21)
 - 6.C.5 Consideration of a Temporary On-Sale Liquor License for Martin County Chapter Pheasants Forever on April 20, 2024 (24)

6.C.6	Consideration of Truck Chassis Purchase and Disposal	(26)
6.C.7	Consideration of Garbage Truck Purchase and Disposal	(39)
6.C.8	Consideration of a Tobacco License and License to Sell Edible Products Infused with Tetrahydrocannabinol for CAPL Retail, LLC, d/b/a Joe’s Kwik Marts at 407 E. Blue Earth Avenue	(44)
6.C.9	Consideration of a 3.2% Off Sale license for CDAPL Retail, LLC, d/b/a/Joe’s Kwik Marts at 407 E. Blue Earth Avenue	(45)
7.	Public Hearings	
7.1	Public Hearing on the 2024 Improvement Program. Consideration to approve the Ordering Improvement, Preparation of Plans and Advertising of Bids	(46)
8.	Old Business	
9.	New Business	
9.1	Consideration of Airfield Pavement Maintenance State Grant and Resolution	(50)
9.2	Consideration of Airport Layout Plan/Master Plan Update Grant Application	(64)
9.3	Consideration of Authorizing the Establishment of a Human Resources Manager Position	(160)
9.4	Consideration of Bolton & Menk, Inc. Task Order #2 for Blue Earth Avenue Traffic Study Analysis	(162)
9.5	Consideration to Create a Bridge Replacement Priority List and Memorial Park Bridge Resolution	(167)
9.6	Consideration of Awarding Recodification Project to American Legal Publishing	(169)
10.	Council Discussion	

11. Staff/Liaison Reports

A. Public Works

B. Finance

C. City Administrator

D. Mayor/Council

Hasek – PUC

Kawecki

Lubenow – HRA

Maynard – FEDA

Miller – CER, Visit Fairmont, FEDA

Baarts

12. Adjournment



STAFF MEMO

Prepared by: Peter Bode, Planner & Zoning Official	Meeting Date: 02/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 4.1
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Presentation - Martin County Regional Public Safety and Justice Center Proposed Location		
Presented by: Jeff O’Neill, Interim Administrator	Action Requested:		
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

Martin County will present to the City Council a proposal to place a Regional Public Safety and Justice Center along North State Street. The County is looking for any feedback from Council at this time on the location of the site so they can confidently start moving forward with site and building design.

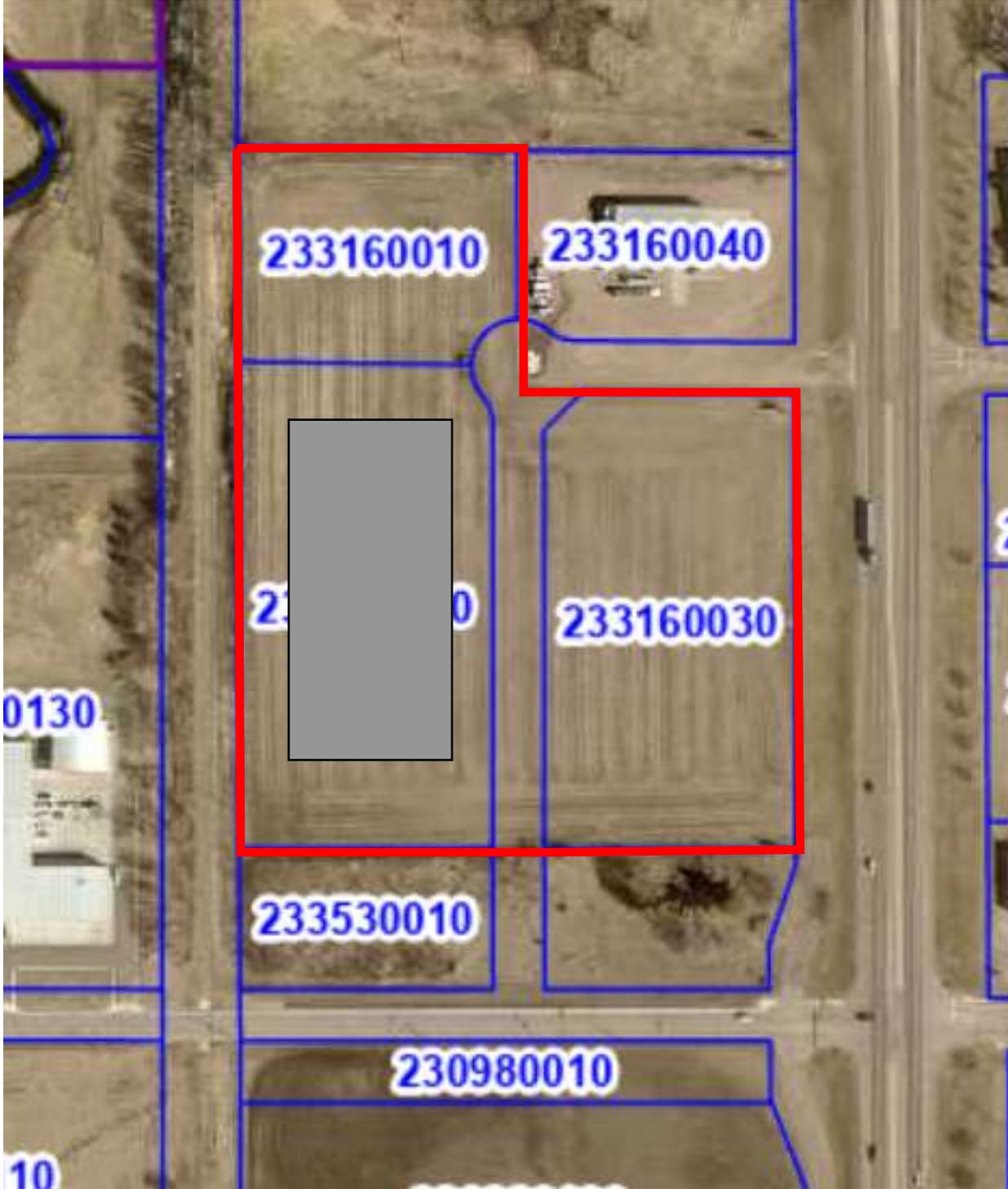
The land is zoned properly for placement of a government building. Immediate Highway 15 access is highly desirable for the use. Immediately adjacent to the proposed site is a moving and storage company and across the highway is a clinic and the municipal liquor store.

A preliminary and final plat, along with the vacation of a right-of-way, will need to be approved by City Council for Martin County to move forward at this site. Martin County desires Council’s feedback at this time in order to proceed with the platting process.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Site location sketch





STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 5
Reviewed by: Jeff O'Neill, Interim Administrator	Item: Public Discussion/Comment		
Presented by:	Action Requested:		
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

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

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.A.1
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of approving the City Council Minutes from Regular Meeting on January 22, 2024		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the City Council Meeting Minutes from January 22, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes Regular Meeting, January 22, 2024

The minutes of the Fairmont City Council meeting held on Monday, January 22, 2024, 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: Interim City Administrator Jeff O’Neill, Finance Director Paul Hoye, Director of Public Works/Utilities Matthew York, City Clerk Patricia J. Monsen, Civil Engineer Tyler Cowing, Police Chief Mike Hunter, City Engineer Wes Brown and City Attorney Cara Brown.

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

Mayor Baarts proclaimed February 10, 2024, as Kids Against Hunger Day in the City of Fairmont. Karen Sandhurst was at the meeting and talked about the Martin County event.

Mayor Baarts proclaimed February 2024 as National Mentoring Month in the City of Fairmont.

During Open Discussion, resident Joe Loughmiller commented on the actions of the council during the January 8, 2024 City Council meeting.

Council Member Maynard made a motion to approve the consent agenda. Council Member Hasek seconded the motion and the motion carried. Items on the consent agenda were: Minutes from the January 8, 2024 City Council meeting; January 2024 Accounts Payable; Event Permit for Fairmont Triathlon Committee and Bacon Capital to hold the Fairmont Triathlon, Marty’s Youth Triathlon on June 14, 2024; and Event Permit for Fairmont Triathlon Committee and Bacon Capital to hold Fairmont Triathlon and Bacon Run 5K on June 15, 2024.

Council Member Maynard made a motion to approve **Resolution 2024-03**, receiving report and calling for a public hearing on the 2024 Improvement Program on February 12, 2024. Council Member Miller seconded the motion and the motion carried.

Council Member Miller made a motion to approve a temporary easement with Randy Miller for the Memorial Park Bridge Project. Council Member Maynard seconded the motion and the motion carried.

Council Member Maynard made a motion to approve a temporary easement with John and Jane Thate for the Memorial Park Bridge Project. Council Member Hasek seconded the motion and the motion carried.

Council Member Miller made a motion to approve engineering services with Bolton & Menk for the Park Street project. Council Member Hasek seconded the motion and the motion carried.

Interim City Administrator O’Neill stated that unfortunately, the YMCA will not be able to enter into an operations agreement for the Aquatic Park operations at this time.

Council Member Maynard made a motion to approve the following appointments to Boards and Commissions:

Police Commission – Bryan Boltjes
Park Board – Jodie Whitmore and Vicky Schulte
Public Utilities Commission – Michael Sharp
Planning Commission – Doug Pederson
Housing & Redevelopment Authority – Debra L. Goerndt
Fairmont Economic Development Authority – Chris Pierce

Council Member Miller seconded the motion and the motion carried.

Finance Director Hoye presented the December 31, 2023, Investment Report.

O’Neill congratulated Hoye and his staff for receiving a Certificate of Achievement for Financial Reporting from Government Finance Officers Association. The League of Minnesota is having a Day at the Capital and if any council members are interested in attending, please let O’Neill know. Prior to the council meeting a council workshop was held on the fee schedule. The City Code recodification is still progressing, and staff will be reaching out for more clarification on one of the bids that was received. Two bids were received. A training session for city staff will be scheduled for conducting good evaluations.

Council Member Hasek stated that the Public Utilities Commission held a discussion on an underground trencher and reviewed the budget.

Council Member Kawecky stated that the library reviewed the budget, and it was noted that they were under budget for 2023.

Council Member Maynard reported that airport management fixed the taxi-way lights and reported ordering FAA certified parts off of Amazon, which would arrive in three days versus six weeks for about one-third of the cost. Fuel sales at the airport for 2023 were down about 10% from 2022, but still up from 2021. Maynard also reported that the Charter Commission passed a motion in support of the recodification of the city code and charter.

Council Member Miller stated that CER is working on summer programming and that it would be all on line.

Mayor Baarts reminded citizens to not push their snow across the city streets and to please keep their sidewalks cleared.

A motion was made by Council Member Maynard, seconded by Council Member Miller and carried to adjourn the meeting at 6:21 p.m.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.1
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of the Appointment of Election Judges for the 2024 Presidential Nomination Primary, Primary and General Elections		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve Resolution 2024-05, Appointing Election Judges for the 2024 Presidential Nomination Primary, Primary and General Elections		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

The governing body of a municipality shall appoint election judges. The attached Resolution lists the election judges for the Presidential Nomination Primary on March 5, 2024, Primary Election on August 13, 2024 and the General Election on November 5, 2024.

BUDGET IMPACT

Election judges are a budgeted 2024 expense. The City will be reimbursed through the County by the State for the cost of the election judges for the Presidential Nomination Primary.

SUPPORTING DATA/ATTACHMENTS

Resolution 2024-05

RESOLUTION 2024-05

**APPOINTING ELECTION JUDGES FOR THE 2024 PRESIDENTIAL
NOMINATION PRIMARY, PRIMARY AND GENERAL ELECTIONS**

WHEREAS, the State of Minnesota has called for a Presidential Nomination Primary on March 5, 2024, a Primary Election on August 13, 2024, and the county, state, federal and municipal governments have called for a General Election on November 5, 2024; and,

WHEREAS, the success and vitality of a democracy is based on elections that accurately reflect the intent of the electorate and that every vote is counted; and,

WHEREAS, Election Judges protect and promote public trust and confidence by conducting fair, accurate and open elections; and,

WHEREAS, the City is required to maintain a minimum of four election judges per precinct in the general election and a minimum of three election judges per precinct for the presidential nomination primary and primary election.

NOW THEREFORE BE IT RESOLVED, that the people listed below will serve as election judges, reside in the State of Minnesota as required by Minnesota Election Laws, and will be trained according to Minnesota State Statutes are hereby appointed to serve at the above referenced elections:

Election Administrators: Patricia J. Monsen, City Clerk
Betsy Steuber, Deputy City Clerk

Head Judges: Carol Furman
Nancy Gunther
Valerie Hooper
Bonita Johanneck
Joan Luedtke
Teresa Luetgers
Vicky Sagehorn
Mary Segar
Tori Survis

Judges: Debra Alm
Barry Altman
Debra Aust
Peter Bode
Linda Bach-Quade
Cheryl Brooks
Carol Carlson
Donna Christensen
Connie Donnelly

Sharon Elliott
Peter Engstrom
Marilyn Forstrom
Kyle Hardie
Barbara Iverson
Debra Johnson
Charlene Kahler
Diana Kahler
Debra Kelly
Vanessa Kettner
Linda Maday
Dale Martens
Cheryl McGowan
Charlene McMillan
Mary Jo Moltzen
June Nelson
Barb Pannkuk
Amelia Petersen
Kathy Peterson
Colleen Pytleski
Marlys Rodgers
Wanda Saxton
Sharon Scheff
Brian Struss
Vicki Terhark
Joann Woodward

BE IT FURTHER RESOLVED, the Fairmont City Council does hereby allow the Election Administrator, City Clerk Patricia J. Monsen or future City Clerk Betsy Steuber, to make substitution to the above slate of judges as necessary to maintain the required minimum and fill vacancies, if needed.

PASSED, APPROVED AND ADOPTED, this 12th day of February 2024.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.2
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of an Event Permit-Interlaken Heritage Days, June 7 and 8, 2024		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the Event Permit for Interlaken Heritage Days on June 7 and 8, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

The Interlaken Heritage Days Committee have made application for an Event Permit to hold Interlaken Heritage Days on June 7 and 8, 2024.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Permit



EVENT APPLICATION/PERMIT

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

Date: January 24, 2024

Permit Fee: \$15.00

Event: Interlaken Heritage Days

Sponsoring entity: _____

Address: PO Box 322, Fairmont MN 56031

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

Event coordinator(s): Dustin Tino, Judi Polzin, Rachel Greeley, Marlys Brummond,
Contact Info: 236-2953 (Rachel) Phone # Velma Schaal, Jodi Martin, Corey Walter,
interlakenheritagedays@gmail.com E-mail Billy Gunther

Primary contacts (during event):

Name: Rachel Greeley
Cell#: 236-2953
E-mail: greeleyr161@gmail.com

Name Dustin Tino
Cell# 236-6728
E-mail: dbtino@minutemanpress.com

Event Start: Day/Date Friday, June 7, 2024 Time: 5:00pm
Event End: Day/Date Saturday, June 8, 2024 Time: 11:45pm
Setup: Day/Date Friday, June 7, Start time: 1:00pm End Time: _____
Teardown: Day/Date Saturday, June 8 Start time: 11:45pm End Time: _____

1. Type and description of the event and a list of all activities to take place at the event.
Friday - Heritage Acres - Free Community Meal, inflatable, live music.
Saturday - Pedal pull, craft show, children's activities, pontoon rides,
and food vendors.
Saturday evening - parade.
Saturday night - Street dance.

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.
Friday - Heritage Acres.
Saturday - Gromsrud Park grassy areas, shelter house and paved
parking lot.
Parade - see attached route.
Street dance - Sylvania Park bandshell. Parking lot for food vendors.

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.
 Two portable toilets at parade lineup and possibly two more at Sylvania Park.
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: Live music at Heritage Acres and Sylvania Park, magician will have small sound system and parade announcing.
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 Rachel Guelly Title Secretary/Treasurer Date 1/24/24

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

Office Use Only			
\$15.00 Fee Paid	Date: <u>1/25/24</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>2/12/24</u>	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

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



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.3
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of an Event Permit-Borderline Cruisers Car Club, Borderline Cruisers Car Show on June 8, 2024		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the Event Permit for Borderline Cruisers to hold a Car Show on June 8, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

The Borderline Cruisers Car Club have made application for an Event Permit to hold a car show on June 8, 2024.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Permit



EVENT APPLICATION/PERMIT

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

Date: 1/24/2024 Permit Fee: \$15.00

Event: Borderline Cruisers Car Show

Sponsoring entity: " "

Address: PO Box Fairmont

Maximum estimated number of persons expected to attend at any one time: 500 ppl

Event coordinator(s): Ray Miller + Butch Olson 236-1225
Contact Info: Ray Miller Phone # 507-399-1019
modela1928@hotmail.com

Primary contacts (during event):
Name: Ray Miller Name: Butch Olson
Cell#: 507-399-1019 Cell#: 507-236-1225
E-mail: modela1928@hotmail.com E-mail: _____

Event Start: Day/Date 6/8/24 Time: 9:00 a.m
Event End: Day/Date 6/8/24 Time: _____
Setup: Day/Date 6/8/24 Start time: 6:00 a.m End Time: 3:30 p.m
Teardown: Day/Date 6/8/24 Start time: 3:00 p.m End Time: 4:00 p.m

1. Type and description of the event and a list of all activities to take place at the event.
Downtown car show - give aways, raffle maybe, trophies given away, tool boxes given away, car prizes
100-150 cars
up to 500 ppl in attendance
33 years done so far

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.
Citizen's park - barricades on Blue Earth Ave - all side streets down to 4th St.

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: pa system - music from DJ
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 Amy Miller Title Secretary of Club Date 1/24/24

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

Office Use Only

\$15.00 Fee Paid	Date: <u>1-23-24</u>	Received by: <u>[Signature]</u>	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date: <u>2-12-24</u>	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

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



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.4
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of an Event Permit-Fairmont City Band, Band Concerts		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the Event Permit for the Fairmont City Band to hold band concerts at Sylvania Park Band Shell on June 11, 18 and 25, and July 4 and 9, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

The Fairmont City Band has made an application for an Event Permit to hold band concerts at the Sylvania Park Band Shell on June 11, 18, 25, and July 4 and 9, 2024.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Permit



EVENT APPLICATION/PERMIT

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

Date: 1-22-2024

Permit Fee: \$15.00

Event: Fairmont City Band Concerts

Sponsoring entity: City Band

Address: % Dianne Bittinbender, 650 Embassy Rd Fairmont, Nc 56031

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

Event coordinator(s): Nancy Buncher, Bev Tenney

Contact Info: 507-236-6523 Phone #

nancyb645@gmail.com E-mail

Primary contacts (during event):

Name: Nancy Buncher

Name: Bev Tenney

Cell#: 507-236-6523

Cell#: 507-848-7367

E-ma: nancyb645@gmail.com

E-mail: bbtenney@midco.net

Event Start:	Day/Date	<u>June 11, 18 + 25 - July 4, + 9</u>	Time:	<u>6:00 pm</u>
Event End:	Day/Date	<u>same</u>	Time:	<u>9:00 pm</u>
Setup:	Day/Date	<u>same</u>	Start time:	<u>5:00 pm</u>
Teardown:	Day/Date	<u>same</u>	Start time:	<u>9:00 pm</u>
			End Time:	<u>6:00 pm</u>
			End Time:	<u>10:00 pm</u>

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

Band Concert - Concert Band

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.

Band Shell - Sylvan 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: Concert Band
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 Nancy L. Deaneher Title Jarvisville City Board Date 1-23-2024
Board Member

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:	Received by:	
Requires Council Approval	<input checked="" type="checkbox"/> Yes; ___ No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

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



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.5
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of a Temporary On-Sale Liquor License for Martin County Chapter Pheasants Forever		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the Temporary On-Sale Liquor License for Martin County Chapter Pheasants Forever for April 20, 2024		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

The Martin County Chapter Pheasants Forever has applied for a 1 Day Temporary On-Sale Liquor License for April 20, 2024.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Application



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number	
Martin County Chapter Pheasants Forever	1986	4874648	
Organization Address (No PO Boxes)	City	State	Zip Code
310 S. Dewey St.	Fairmont	MN	56031
Name of person making application	Business phone	Cell phone	Home phone
Troy Sunken			507-236-9182
Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
April 20 th 2024	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable	<input type="checkbox"/> Religious	<input type="checkbox"/> Other non-profit
Organization officer's name	City	State	Zip Code
Joe Maidl	Fairmont	MN	56031
Organization officer's name	City	State	Zip Code
Troy Sunken	Fairmont	MN	56031
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.
 Martin County Fairgrounds Arena

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 Travelers Insurance / \$1 million per incident with \$1 million aggregate

APPROVAL

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

City of Fairmont	Date Approved
City or County approving the license	04-20-2024
\$50.00	Permit Date
Fee Amount	pmonsen@fairmont.org
Event in conjunction with a community festival <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City or County E-mail Address
10,487	
Current population of city	
Patricia J. Monsen	Signature City Clerk or County Official
Please Print Name of City Clerk or County Official	

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.6
Reviewed by: Jeff O'Neill, Interim Administrator	Item: Consideration of Truck Chassis Purchase and Disposal		
Presented by: Nick Lardy, Superintendent of Public Works	Action Requested: Motion to approve the purchase of a 2025 Freightliner 114SD chassis and also declare truck ST112 excess equipment		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

Council approved the purchase of a plow truck as part of the 2024 Capital Improvement Plan (December 2023)

REFERENCE AND BACKGROUND

The Street Department has a plow truck in the 2024 CIP. This is a 2 (two) part purchase.

2025 Freightliner 114SD Chassis	\$102,257.00
Upfitting the Truck	\$111,492.00
	\$213,749.00**

** Pricing through the State of MN Cooperative Purchasing Program.

The 2025 Freightliner would replace a 1987 Ford L-8000 (Street Truck #112). Truck #112 has met its useful life with the City and will be sold through MinnBid or sold for scrap. Staff is also requesting Truck #112 be declared surplus.

BUDGET IMPACT

This truck was included in the 2024 Street Department CIP. Budgeted amount is \$250,000.00. Total cost of the truck will be \$213,749.00.

SUPPORTING DATA/ATTACHMENTS

PO 14971 Dated 01/26/2024 to Truck Center Companies in the amount of \$102,257.00
PO 14983 Dated 02/01/2024 to TBEI in the amount of \$111,492.00



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

WORK ORDER NO.
 405-43121-58000

PURCHASE ORDER NO.
 14971

VENDOR:
 Truck Centers Componies
 1150 Torgerson Drive
 Fairmont Mn 56031

 Att: Paul Phillip

SHIP TO:
 City of Fairmont
 801 East Margaret
 Fairmont MN
 56031

DATE ORDERED: 1/26/24 **DATE REQUIRED:**

QUANTITY	STOCK #	DESCRIPTION	PRICE	AMOUNT
		As Per your quote dated 12/12/2023		
		Please supply the following		
1		2025 114SD Plus Conventional Chassis		
		Set forward Axle-truck		
		Cummins L9 330HP @2200 RPM		
		Allison 3000RDS Automatic Transmission		
		RS-23-160 23,000 # Rear Axle		
		Detroit 16,000 # single front axle		
		185" Wheelbase		
		No Fifth Wheel		
		64" rear frame overhang		
		Partial inner frame reinforcement at front suspension		
		Color-L0446EY Green Elite		
		TOTAL		\$102,257.00

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

SALES TAX EXEMPT

AUTHORIZED SIGNATURE



Quote Response Form

Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

52182 Ember Road
Lake Crystal MN 56055
507-726-2728

End User:
Customer: 105716

RANDY MARTIN
FAIRMONT CITY OF
411 EAST MARGARET STREET
FAIRMONT MN 56031

111,492.00

Phone: 507-235-9149

Fax: 507-238-9044

Taken By: Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00144220	Net 30 Days.	1/9/2024	2/8/2024	-CASSEM, MARTY	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2437433	ULTRA MD-10'6"-JU50-34-FAIRMONT-INS	29,093.00	29,093.00

VERIFY BOM

Box Make and Model J-CRAFT model - ULTRA-MD

List truck type box fits Single Axle

Box style Square, Western Crossmemberless

Width & length of box 96" wide O.D.

Side panel description 10 ga Gr-50 outer panel, 7 ga Gr-50 inner panel, fully boxed top rails, horizontally braced, w/sloped self cleaning rubrails.

Front panel description 7 ga Gr-50 construction, contoured to body shape, reinforced top rail, with center reinforcing.

Floor description 1/4" thick Hardox Material, approx 95" wide.

Corner post description 7 ga 201 STAINLESS steel, full depth, located at rear of body. 1/4" SS Rear Apron and latching hardware

Under structure description structural I-BEAM longills (no crossmembers)

Tailgate description 7 ga Gr-50 main panel, 10 ga GR-50 reinforcing. 1-1/4" dia top & bottom pins, Airtrip linkage standard.

Hinge Description Upper gate hinges constructed of 1" thick steel, supported by dual 1/2" ears

Description of peripheral items FMVSS-108 approved (rubber grommet mounted) L.E.D. clearance lights, wiring harness, and L.E.D. cluster of 3 included. Airtrip tailgate, Rear mudflaps included. (lights, access steps, etc.)

Is installation included in price? Yes or No

Is box painted? Yes or No

Warranty Info 24 Months from "in service" date

Includes:

NOTE: NO D-RING OR LIFT LOOP ON TAILGATE PER CLIENT REQUEST

**NOTE: LEFT REAR CAMERA MOUNT OFF PILLAR WITH HOLE FOR WIRE WITH CAMERA SHIELD

1.1 - Air operated tailgate latch

1.2 - Box Vibrator - Cougar DC 3200

1.004 - 10'6" 106ULTRAMD-JU50-34-34-34

(NOTE: BODY WILL BE 34" FRONT, SIDES & REAR)

1.4 - Adder OR Deduct per 2" of side OR tailgate height added (Deducted 12" from Front)

1.4 - Adder OR Deduct per 2" of side OR tailgate height added (Deducted 2" from Rear)

1.4 - Adder OR Deduct per 2" of side OR tailgate height added (Added 4" to Sides)

1.7 - Installation of Body

1.8 - Installation of Air Trip

1.9 - Installation of Vibrator



Quote Response Form

Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

- 1.10 - Single Axle Painting of Box - Shot Blast entire exterior of body & understructure, Polyurethane Primer, with Polyurethane Top Coat Painted 1 Color with undercoated understructure between longills only. (Single stage paint only)
Paint Color: Green Elite BC / Paint code: L0446ED Cab Match
 - 1.270 - Frame Paint Black after Equipments Installed
 - 1.013 - Interior Step, Installed (2 ea) - Front Left / Right
 - 1.054 - Dual "split" line sander manifolds in rear corner posts - Two Per Side
 - 1.079 - Cabshield, 1/2 type Stationary Free-Standing style, w/painted carbon steel canopy, shovel holders, & mounts for cabshield mounted reservoir, Installed.
 - 1.088 - Walkrail (Grip Strut) full length, both sides of 10'-6" MD body
 - 1.102 - Stow-A-Way Access ladder, w/ steps above (3 ea) MX body series only (Carbon) - Qty 3 - Front Left, Front Right, Left Rear
 - 1.177 - One (1) pair of oval cut outs - Strobe Cutouts
 - 1.178 - One (1) pair of LED S.T.T. Ovals, installed
 - 1.221 - Removable ShurCo "Pull Type Tarp" Parts - Steel Body
 - 1.280 - CAMERA-REAR-COVER-SS-12GA - PROTECTIVE CAMERA COVER (x2)
- Hoist:
2.0 Box Hoist Make and Model J-Craft JU-50

Class & type NTEA Class 50, Type V underbody

Rated capacity Up to 18.8 ton

Maximum PSI operating pressure 2000 PSI

Cylinder bore & stroke 8" dia x 21" Stroke

Piston rod diameter & description 2-1/4" dia Nitratred Shaft

Sub-frame construction 1/4" X 4" Rectangular Tube subframe, & crossmembers, Hinge point constructed of 5"angle, with 1" pin supports, 3-1/2"solid block hinges, & 2" dia pins (greasable), and 2 safety props included.

Is installation included in price? Yes or No

Warranty Info 24 Months from "in service" date

Includes:

- 2.1 - J-Craft JU-50 Hoist 10'-6" Body
- 2.3 - Installation for Underbody Hoist

EA	1.00	2437543	STROBE SYSTEM DOT3109-AMBER/BLUE-INS	2,910.00	2,910.00
-			1.123 - Whelen DOT-3109 system (2 strobe) pkg, installed (Micro 400 front strobes) -DOT3109 - (2) STAINLESS STEEL Micro Edges with 60' TPR. Includes DOT-LED Flasher/Junction box and install kit - Installed NOTE: ONE TO BE AMBER AND ONE TO BE BLUE NOTE: BLUE ON PASSENGER SIDE OF TRUCK / AMBER ON DRIVERS SIDE		
EA	1.00	2020359	WHELEN-OVAL STROBE KIT(2) AMBER-NO SW-IN	445.00	445.00
-			1.169 - WHELEN 5G Series LED Amber Oval Strobes (QTY 2 EACH) INSTALLED *Mounted in body Rear Pillars wired seperatly from Front Strobes**		
EA	2.00	1852519	WHELEN-LED SPOT LIGHT(P36SLCHG)-INS	304.00	608.00
-			1.157 - Accessory LED work light with disconnect (WHELEN SPOT/FLOOD P36SLCHG) One Light for the Sander Spinner off sander in housing One light to shine on the end of the underbody passenger side All Wired to One Switch in Dash.		
EA	1.00	1864033	STROBE (SUFACE MOUNT)-WHELEN-TIR3-INS	425.00	425.00



Quote Response Form

Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

52182 Ember Road
Lake Crystal MN 56055
507-726-2728

End User:
Customer: 105716

RANDY MARTIN
FAIRMONT CITY OF
411 EAST MARGARET STREET
FAIRMONT MN 56031

Phone: 507-235-9149
Fax: 507-238-9044

Taken By: Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00144220	Net 30 Days.	1/9/2024	2/8/2024	-CASSEM, MARTY	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
-	1.172	1864033 STROBE (SUFACE MOUNT)-Whelen TIR3- Pair -INS	Two Surface Mounted Strobes Mounted in Grill of Truck		
EA	1.00	1917680	PLOW LIGHTS MIRROR MOUNT, HAMSAR-AL-INST	732.00	732.00
-	1.138	- Mirror mounted 81091/2 Hamsar-HOH light package (Alum brackets)	Add Extra Leg to Support Mirror		
EA	1.00	1734604	SHURCO DURAPULL, MANUAL 11' TARP-INST	995.00	995.00
-	1.208	- SHUR-CO - DuraPull Manual Tarp System 96" wide, Galvanized Steel Tarp Housing, Spring Loaded Tarp Spool, Aluminum Mounting Strips, Standard Tarp Guide and Tension Ratchet			
EA	1.00	1808860	FENDERS, MIN2260 SGL AXLE INSTALLED	937.00	937.00
-	1.182	- Fenders, Minimizer, model MIN2260B SGL AXLE black (1pc) Poly fender set, Installed			
EA	1.00	1768834	FRONT MUDFLAPS, 30" J-CRAFT RUBBER-INS	453.00	453.00
-	1.011	- FRONT MUDFLAPS, 30" J-CRAFT Rubber Flap w/Anti Sail Bracket- INSTALLED	MOUNTED OFF TRUCK FRAME AHEAD OF REAR AXLE / FENDERS		
EA	1.00	1988961	BRUSH GUARDS-SS MICRO-INSTALLED	134.00	134.00
-	1.126	- Brush guards for Stainless Micro 400's (Pair) - Installed			
EA	1.00	2333662	CAMERA PKG-RV-805A-7"-HD-INST	1,319.00	1,319.00
-	1.285	- RV-805A-Series HD Night Vision Camera System with 7.0" Touch Screen LCD Monitor Installed.	CAMERA MOUNTED OFF DRIVERS SIDE REAR PILLAR WITH CAMERA-REAR-COVER-SS-12GA - PROTECTIVE CAMERA COVER INSTALLED		
EA	1.00	2437544	HENKE-11'-FIXED-UNDERBODY-CARBIDE-IN	16,894.00	16,894.00



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travels
PROUDLY MADE IN THE USA

Quote Response Form

Page 4 of 10
01/31/2024 09:05 AM

52182 Ember Road
Lake Crystal MN 56055
507-726-2728

End User:
Customer: 105716

RANDY MARTIN
FAIRMONT CITY OF
411 EAST MARGARET STREET
FAIRMONT MN 56031

Phone: 507-235-9149

Fax: 507-238-9044

Taken By: Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00144220	Net 30 Days.	1/9/2024	2/8/2024	-CASSEM, MARTY	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
-			Underbody Plow, Make and Model Henke UBS (FIXED Underbody - CHEEK PLATE DETACH)		
			Moldboard description 1" thick x 20" SEF carbon steel x 11', AASHO punched		
			Moldboard cutting edge description UBS11 Carbide Cutting Edge .875X5 DB		
			Moldboard Hydraulic cylinder description Two (2) 3" bore D.A. actuating cylinders with 2" nitrated rod Mounted on Passenger Side. No Reversing Cylinders.		
			Moldboard maximum PSI operating pressure Downpressure relief set at 500 PSI (for actuating cylinders), Downpressure Relief Valve Included.		
			Mounting Hardware TWO CHEEK PLATES /WITH ANGLES FOR QUICK DETACH.		
			Paint UBS painted Satin Black		
			Warranty Information 12 Months from "in service" date		
			Includes: **Note: J-Craft to Use Two Cheek Plates for Mounting with Lower Bolt Up for a Quick Removal of the Underbody and lock out bars as there are no reversing cylidners on scraper** 3.005 - Scraper-11'-1" MB w/Dual Lift Cylinder LESS CUTTING EDGES 3.102 - Installation of underbody plow w/dual lift cylinders 3.3 - ADDER FOR CHEEK PLATE MOUNTING IN LIEU OF STANDARD MOUNTING LEGS 3.9 - 4 line standard bulkhead couplers - (Two Per Side Mounted off Cheek Plate for Easy Removal) 3.6 - UBS11 Carbide Cutting Edge .875X5 DB *Note: No Auto Lift on Underbody Per Client*		
EA	1.00	2437545	HENKE-PLOW HITCH-UQH-TILT-INS	6,822.00	6,822.00
			5.0 - Front Hitch - Make and Model Henke Universal Hitch (UQH) Low Profile Pick Truck Attach in Options Below Lift cylinder description See Options Below Truck frame mounting requirements 18"-24" front frame extensions. Warranty Info 12 months from "In-Service" date		
			Includes: 5.1 - Installation of Front Hitch 5.3 - 4 line standard bulkhead couplers 5.6 - Tilt feature - Manual (Note: All but AQC Hitch) 5.12 - Truck Attach kit, J-Craft Style with Bolt on Bumpers 5.17 - 4" X 10" Double Acting Cylinder		
EA	1.00	2104837	HENKE-43R11-SSTE-TRIP EDGE-INS	15,916.00	15,916.00



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

Quote Response Form

Page 5 of 10
01/31/2024 09:05 AM

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00144220	Net 30 Days.	1/9/2024	2/8/2024	-CASSEM, MARTY	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
-			6.0 Two-Way Reversible Snow Plow - Make and Model Henke 2 -Way Reversible Road Warrior Plows		
			Moldboard height 42"		
			Discharge Height 42"		
			Plow Throat depth from vertical to deepest point in. 26"		
			Plowing Angle 35 degrees		
			Moldboard thickness & type of steel 10 gauge Rolled Plate Moldboard with Integral Shield & 100% fully welded		
			Type, size and number of vertical reinforcement ribs. Plate, 1/2" x 4" Tapered, Qty. 6		
			Adjustable Cutting Edge Angles to Pavement Measured from Roadway Surface through Perpendicular Back Toward Truck 3 positions from 10 to 25 degrees		
			State number of hook up points from moldboard to frame. 5 points with 1" bearing surface in bushings		
			Type and size of reinforcement of frog at either end. 3/4" x 4" x 4" with 1/2" gussets between bolt holes		
			Type of Left Side Nose Open		
			Type and size of circle frame 3 1/2" x 3 1/2" x 1/2" rolled angle w/ span 77.3" Inverted Circle Standard		
			Size of double acting reversing cylinders. Hydraulic power reverse with (2) 3" x 10" x 2" D.A. cylinders & cushion valve		
			Size and type of reinforced snow flap 2 ply 12" rubber flap (optional)		
			Type and size of push frame 4" x 4" x 3/8" square steel tube		
			Cutting Edge (AASHO punched) size. See Below for Cutting Edges		
			Distance beyond vertical that snow deflectors integral with moldboard extends. 26.5" at 10 degree layback		
			Size of adjustable snow shoes See Below for Shoe Options		
			Weight of plow (less hitch and hydraulics) 1,771 lbs average weight between 10' - 12' plows		
			Type and number of resettable HD compression spring trip mechanisms. SSTE - TRIP EDGE		
			Painting system with type of paint Commercial Blast, Industrial primer, Plow painted to your color specification (BLACK)		
			Warranty Info 12 months from "In-Service" date		
			Includes:		
			6.008 - ROAD WARRIOR PLOW - 42R11IS-ECT- LESS CUTTING EDGES		
			6.5 - Plow Portion UQH		
			6.21 - Carbide Cutting Edge .75X8X132		
			6.31 - Add for 8" CARBIDE moldboard curb guard each (Left)		
			6.31 - Add for 8" CARBIDE moldboard curb guard each (Right)		
			6.39 - Snow Wheel Systems Brackets Only (includes XL push-beam)		
			- Client to Install Snow Wheel System		
			6.41 - Rod Markers (Pair)		
			6.42 - Jack Stand		
			6.44 - Rubber Shield 11'		
			6.51 - SSTE w/Individual Springs and Shafts- Square Spring Trip Edge		
			6.63 - 3/8" Poly Moldboard Overlay on Steel Moldboard for 10', 11' & 12'		



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travls
PROUDLY MADE IN THE USA

Quote Response Form

52182 Ember Road
Lake Crystal MN 56055
507-726-2728

End User:
Customer: 105716

RANDY MARTIN
FAIRMONT CITY OF
411 EAST MARGARET STREET
FAIRMONT MN 56031

Taken By: Brandon Oachs

Phone: 507-235-9149
Fax: 507-238-9044

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00144220	Net 30 Days.	1/9/2024	2/8/2024	-CASSEM, MARTY	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	2571102	MAB HITCH-3/4"-PH20-7RV SOCKET-INS	1,419.00	1,419.00

REF: 2437546 - PREVIOUS HITCH - NO WING CROSS TUBE HOLE NEEDED IN HITCH, CHANGE TO 3/4" PLATE

7.0 - Pup Hitch - Make & Model: 3/4" thick pull plate, w/1/2" thick bracing to truck frame. Safety Chain D-Rings installed.
Provision for electrical socket included.

Vertical Tongue Weight 18,000 lbs

Horizontal Tongue Weight 90,000 lbs max Gross Trailer Weight

Latching Tensile Strength 20,000 lbs

Rated Capacity 90,000 lbs max Gross Trailer Weight

Is Installation included? Yes or No

Is the Price of the Hitch for a Truck with Air and Electric Provided to Rear of Frame? Yes or No

Note: Truck Must come w/Tractor Pkg

Warranty Information 24 Months from "in service" date

Includes:

- 7.2 - Installation of Pup Hitch
- 7.18 - PH-20 HOOK Installed
- 7.21 - 7 contact RV socket installed
- ICC Bumper
- Re-Mount Round OEM lights Lights in Hitch
- Ground to Pintle 23"

EA	1.00	2357348	J-CRAFT 9x6TG-SS-DROPOUT-STD COUPL-INS	8,398.00	8,398.00
----	------	---------	--	----------	----------



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

Quote Response Form

Page 7 of 10
01/31/2024 09:05 AM

52182 Ember Road
Lake Crystal MN 56055
507-726-2728

End User:
Customer: 105716
RANDY MARTIN
FAIRMONT CITY OF
411 EAST MARGARET STREET
FAIRMONT MN 56031

Taken By: Brandon Oachs

Phone: 507-235-9149
Fax: 507-238-9044

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00144220	Net 30 Days.	1/9/2024	2/8/2024	-CASSEM, MARTY	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
----	----------	------	-------------	------------	----------------

REF: 2357348 - MAKE NEW KIT - CHANGES ARE TO MAKE A NEW ADJUSTABLE SPINNER MOUNT ALL ELSE THE SAME - SEE DIGITAL PHOTOS FOR EXAMPLES IN THEIR FILE

8.0 Sander - Make and Model J-Craft 9TGS SS Tailgate Sander

Auger size 9" Auger

Type of Sander Stainless Steel Under tailgate type, 9" dia (carbon steel) 6" pitch single auger, direct hydraulic drive, Oversized auger motor for low speed operation & continuous flow, LH Discharge w/POLY self-leveling spinner assembly, Dual over-center locks on hopper cleanout door, mtg brackets and mtg tabs welded to hopper, In Stainless Mill Finish.

number of spinners Single Left Hand Spinner

Warranty Information 24 Months from "in service" date

Includes:

8.1 - Installation of Sander

8.2 - Sander with standard couplers installed

8.9 - Exterior spill plates (Bolt-On) made from stainless steel (REF: 2100961)

Note: Use 2500683 BRACKET SPINNER MOUNT ADJUST 7SS to extend spinner lower to ground.

EA	1.00	2571103	MAB HYDRAULICS FAIRMONT-2024-5100EX-INST	23,131.00	23,131.00
----	------	---------	--	-----------	-----------



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

Quote Response Form

Page 8 of 10
01/31/2024 09:05 AM

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00144220	Net 30 Days.	1/9/2024	2/8/2024	-CASSEM, MARTY	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
----	----------	------	-------------	------------	----------------

REF: 2437548 - CHANGE TO NO WING KIT

9.0 Hydraulics - Make and Model Force America pump, Force/Parker 4020LS Add-A-Stack Valve Series

Cab Controls Description RVC control levers with remote cables to valve.

Sander Control Description Force America 5100EX Electronic control, w/stand-by, blast, ground-speed interrupt, & liquid hookup.

Pump Drive Description Front Frame Mounted, Engine Crankshaft driven

Pump Type Variable displacement, axial piston type, load-sensing,

Valve Description Closed center load-sensing type, w/mid-inlet, manifold design

Number and type functions 6 functions: Body Hoist Underbody DA, Plow Lift DA-4 way stick, Plow Angle DA-4 way stick, Underbody DA, Sander Auger & Spinner.

Type of Valve Actuation Remote cable controls, except Auger & Spinner

Reservoir Size Selectable, w/filler-breather, sight glass, suction screen, and magnetic plug

Fluid Type ATF (equivalent to Dexron III)

Filter Style Remote mount, or intank w/12 volt DC condition indicator, & return line check valve.

Valve Enclosure Stainless Steel construction, frame mount design, w/removable cover. Valve Enclosure Mounted on Stainless Steel Mounting Brackets.

Hose Recommendation 2" dia suction, 1-1/4" dia return, 1" dia pressure, w/balance to match equipment port sizing. R2 for pressure lines, R1 for return lines, R4 for suction line. Return line manifold included.

Warranty Information 24 Months from "in service" date

Includes:

9.1 - Installation (Hose, plumbing, hardware, labor, etc.) of hydraulics.

9.6 - 4020LS VALVE 6 FUNCTIONS INSTALLED

9.14 - Remote cable controls w/3 button control 6 functions Installed

9.19 - IN-TANK mounted filter w/12 volt indicator, installed

9.28 - J-Craft Stationary Cabshield mounted reservoir 30 gal (painted carbon steel)

w/in-tank filter provision, installed

9.34 - Force FASD45L LS pump (6.0 CID) installed

9.57 - Force 5100 EX-3F (Stand-Alone) digital control Ground based, Open loop type,

w/digital readout, INSTALLED

Note: Do not hook Ground Speed

9.66 - Temp/Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab installed

9.88 - (ADDER) Double Acting Plow Float. **NOTE: ON PLUMBING FOR PLOW RAISE/LOWER - FOR PLOW FLOAT TO WORK IT NEEDS TO BE PLUMBED BACKWARDS AND THE CONTROL WILL NEED TO BE DEALT WITH AS WELL**

9.018 - U-2 nitrogen accumulator (Used on Underbody)

No Gauge Included for Underbody Down Pressure



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

Quote Response Form

52182 Ember Road
Lake Crystal MN 56055
507-726-2728

End User:
Customer: 105716

RANDY MARTIN
FAIRMONT CITY OF
411 EAST MARGARET STREET
FAIRMONT MN 56031

Phone: 507-235-9149

Fax: 507-238-9044

Taken By: Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00144220	Net 30 Days.	1/9/2024	2/8/2024	-CASSEM, MARTY	USD

UM	Quantity	Item	Description	Unit Price	Extended Price
EA	1.00	1651881	ELECTRONIC BRAKE CONTROLLER PKG INS.PROD	445.00	445.00

7.14 - Electronic PRODIGY Brake controller w/wiring to rear socket, installed in cab of truck, Installed (1651881)

EA	1.00	2333663	ADDTL CAMERA, DVR-916-AHD-NIGHT VIS-INST	416.00	416.00
----	------	---------	--	--------	--------

1.286 - RV-805A-Series HD Night Vision Additional Camera, Installed.
Wing Camera Mounted off Strobe Tube with CAMERA-REAR-COVER-SS-12GA - PROTECTIVE CAMERA COVER INSTALLED

EA	1.00	2495595	MNDOT STATE CONTRACT PURCHASE (222960)	0.00	0.00
----	------	---------	--	------	------

After reviewing your equip. needs, and per the State of MN contract number (222960) release number S-863(5) and J-Craft contract number 222960, valid thru February 29th, 2024 we offer this for your consideration.

Note:

1. This quote is a summary of the State of MN price pages, and detailed spec sheets.
2. Warranty is 24 months from In-Service date.

ISO 9001:2008 CERTIFIED

J-Craft is certified as a NTEA MVP member.



Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Travis
PROUDLY MADE IN THE USA

Quote Response Form

52182 Ember Road
Lake Crystal MN 56055
507-726-2728

End User:
Customer: 105716

RANDY MARTIN
FAIRMONT CITY OF
411 EAST MARGARET STREET
FAIRMONT MN 56031

Phone: 507-235-9149

Fax: 507-238-9044

Taken By: Brandon Oachs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
LC00144220	Net 30 Days.	1/9/2024	2/8/2024	-CASSEM, MARTY	USD

Municipal Terms of Sale:

If you accept this proposal please sign and date below with PO# if you use one:

PO# 14983

Accepted By (Print): _____

Accepted By (Signature): _____

Date: _____

Note: If Changes need to be made after PO is submitted we will need a revised PO reflecting the changes.

Visit us online at www.j-craftinc.com/

OPTIONS TO ADD:

ADD \$8,935.00 TO TOTAL FOR VARITECH LDS-TG075-EGF Tailgate mount for all STEEL dump bodies. 75 gallon tank, STAINLESS STEEL mtg hardware, plumbing, & Electric Gravity Feed Valve system, installed WITH FORCE GRAVITY FEED HARNESS AND 5100EX CABABLE OF RUNNING PREWET.
(NOTE: THIS WILL HAVE SPRAY NOZZEL ON SPINNER TO PREWET MATERIAL)

ADD \$10,483.00 TO TOTAL FOR VARITECH LDS-TG100-EGF Tailgate mount for all dump bodies. 100 gallon tank, STAINLESS STEEL mtg hardware, plumbing, & Electric Gravity Feed Valve system, installed WITH FORCE GRAVITY FEED HARNESS AND 5100EX CABABLE OF RUNNING PREWET.
(NOTE: THIS WILL HAVE SPRAY NOZZEL ON SPINNER TO PREWET MATERIAL)

ORDER MAY BE SUBJECT TO PRICE INCREASES AT TIME OF BUILD IF MATERIAL COSTS ARE TOO HIGH BASED ON MARKET CONDITIONS.

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

Sale Amount:	111,492.00
Freight:	0.00
Sales Tax:	0.00
FET Charges:	0.00
Total Amount:	111,492.00



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.7
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of Garbage Truck Purchase and Disposal		
Presented by: Nick Lardy, Superintendent of Public Works	Action Requested: Motion to approve the purchase of a 2019 Freightliner M2 garbage truck and also declare the 2002 Freightliner garbage truck excess equipment		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

The Park Department budgeted for a Garbage truck in the 2024 CIP. After several months of searching to find a truck that will meet our needs and budget, we would like to replace our 2002 Freightliner Garbage Truck with a used 2019 Freightliner M2 Garbage Truck. The 2019 cab and chassis pull a 2014 packer unit.

The 2019 Freightliner M2 is being sold “As-Is”, as it was in an accident, but has been repaired. City mechanics have inspected the unit and are confident in its operation and performance. Furthermore, the seller is going to make additional repairs to the vehicle before the City takes possession. Such repairs are noted on the Sales Agreement.

This truck is replacing our 2002 Freightliner and packer that have exceeded their useful life. The old garbage truck will be sold on MinnBid.

BUDGET IMPACT

This truck was included in the 2024 Park Department CIP. Budgeted at \$200,000 which was \$110,000 from previous years, and an additional \$90,000 in 2024 CIP.

SUPPORTING DATA/ATTACHMENTS

PO 14982 Dated 02/01/2024 to Carco Automotive Inc. in the amount of \$159,792.47. Purchase Agreement

Purchase Agreement

Seller: **CARCO AUTOMOTIVE INC** Date: **02/01/2024**
 Address: **13289 25TH AVENUE NW PO BOX 298 RICE MN, 56367** Sales Person:
 Ph: **(320) 393-3687** Fax: **(320) 393-4789** Dealer#: **DLR25561**

Buyer: CITY OF FAIRMONT DL #: _____ Address: 100 DOWNTOWN PLAZA FAIRMONT MN 56031 County: MARTIN Birthday: _____ Home: _____ Business: (507) 236-4946 Email: NLARDY@FAIRMONT.ORG	Co-Buyer: _____ DL #: _____ Address: _____ County: _____ Birthday: _____ Home: _____ Business: _____ Email: _____
--	--

Vehicle: **2019 FREIGHTLINER M2** Color: **BLUE** Stock#: **KDKL9906**
 VIN: **3ALHCYFEXKDKL9906** Mileage: **116933** Actual _____ Exempt _____

Trade 1: Vehicle: _____ Color: _____ Allowance: \$ N/A
 VIN: _____ Mileage: _____ Payoff: \$ N/A
 Net Trade: \$ N/A
 Owed to: N/A

Trade 2: Vehicle: _____ Color: _____ Allowance: \$ N/A
 VIN: _____ Mileage: _____ Payoff: \$ N/A
 Net Trade: \$ N/A
 Owed to: N/A

APR 0.000	Amount Finance 159792.47	Finance Charge -0.00	Total Payments 159792.47
---------------------	------------------------------------	--------------------------------	------------------------------------

Lien Holder: **NONE**

THIS VEHICLE IS BEING SOLD WITH A MN SALVAGE TITLE.

THIS VEHICLE IS BEING SOLD AS IS; NO WARRANTY WITH THE EXCEPTION OF THE INITIAL REPAIRS LISTED ON THE NOTE.

For "AS-IS" Sale Only:
 I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. "AS IS" - No warranty either implied or express.

CITY OF FAIRMONT
 Buyer & Co-Buyer Name _____
Buyer & Co-Buyer Initials NA
 Date 02/01/2024

DEALER MAY RECEIVE A FEE, COMMISSION, OR OTHER COMPENSATION FOR PROVIDING, PROCURING, OR ARRANGING FINANCING FOR THE RETAIL PURCHASE OR LEASE OF A MOTOR VEHICLE, FOR WHICH THE CUSTOMER MAY BE RESPONSIBLE.

NO LIABILITY INSURANCE INCLUDED

Selling Price	\$ 148500.00
Net Trade	\$ N/A
Balance	\$ 148500.00
Aftermarket***	\$ N/A
Doc fee	\$ 75.00
Warranty	\$ N/A
**Gap	\$ N/A
Sub Total	\$ 148575.00
Total Tax May not include all the above items	
Sales Tax	\$ 10209.38
Title / Tag / MV & Fees	\$ 1008.09
Misc Fees (Smog, inspect, etc.)	\$ N/A
Total Sale Price	\$ 159792.47
Cash Paid	\$ N/A
Rebate	\$ N/A
Deferred Down Payment	\$ N/A
Balance to be Financed	\$ 159792.47

* The Doc Fee represents costs and profit to the dealer for items such as inspecting, cleaning, adjusting vehicles, and preparing documents related to the sale.
 ** GAP, Credit Life, and Disability Insurances.
 *** Aftermarket represents items purchased in addition to the vehicle.
 **** Misc fees Could include Smog and other charges

ALL PRIOR ORAL STATEMENTS, NEGOTIATIONS, COMMUNICATIONS, OR REPRESENTATIONS ABOUT THE PRODUCTS SOLD HEREUNDER ARE SUPERSEDED BY THIS BILL OF SALE/BUYER'S ORDER, AND, IF NOT EXPRESSLY STATED HEREIN, ARE NOT BINDING.

By signing below, you acknowledge that you have read all pages of this contract. You also acknowledge receipt of: (1) A true and completely filled-in copy of all pages of this contract at the time you sign it and (2) if Arbitration is agreed upon, a copy of the arbitration agreement pertaining to this contract. Purchaser certifies he/she is of legal age to purchase a motor vehicle. If this transaction is to be a retail installment sale, this contract is not effective unless financing is obtained on terms satisfactory to all parties.

_____ Buyer Signature NA	_____ Buyer Printed Name CITY OF FAIRMONT	_____ Date 02/01/2024	Dealership: CARCO AUTOMOTIVE INC	_____ Date 02/01/2024	Name: _____
_____ Co-Buyer Signature	_____ Co-Buyer Printed Name	_____ Date 02/01/2024			

CarCo Automotive Inc
13289 25th Avenue NW PO Box 298
RICE, MN 56367
Telephone: (320) 393-3687

Customer Notes:
CITY OF FAIRMONT

<u>Date</u>	<u>User</u>	<u>Notes</u>	<u>Priorit</u>
2/1/24	EDGAR	* FRONT RIGHT INSIDE TIRE FLAT * BATTERY COVER IS MISSING * RIGHT FRONT RUNNING LIGHTON HOOD IS OUT * FAST IDLE IS NOT WORKING * BACKUP CAMERA IS NOT WORKING * TRACTION CONTROL LIGHT IS ON * ABS LIGHT IS ON *CHANGE FUEL FILTERS *CRUISE CONTROL NOT WORKING *CHECK AIR CONDITIONER	Off



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.8
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of a Tobacco License and License to Sell Edible Products Infused with Tetrahydrocannabinol for CAPL Retail, LLC, d/b/a Joe’s Kwik Marts at 407 E. Blue Earth Avenue		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the Tobacco License and License to Sell Edible Products Infused with Tetrahydrocannabinol for CAPL Retail, LLC, d/b/a Joe’s Kwik Marts at 407 E. Blue Earth Avenue, pending a successful background check		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval pending successful background check Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

CAPL Retail, LLC, d/b/a Joe’s Kwik Mart will be taking over the operation of the gas station/convenience store located at 407 E. Blue Earth Avenue. They have applied for a Tobacco License and a License to Sell Edible Products Infused with Tetrahydrocannabinol. The required applications, workers’ compensation insurance and fees have been received. A police background investigation has been requested.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Patricia J. Monsen, CMC City Clerk	Meeting Date: 02/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.C.9
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of a 3.2% Off Sale License for CAPL Retail, LLC, d/b/a Joe’s Kwik Marts at 407 E. Blue Earth Avenue		
Presented by: Patricia J. Monsen, CMC City Clerk	Action Requested: Motion to approve the 3.2 % Off Sale License for CAPL Retail, LLC, d/b/a Joe’s Kwik Marts at 407 E. Blue Earth Avenue, pending a successful background check		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval pending successful background check Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

CAPL Retail, LLC, d/b/a Joe’s Kwik Mart will be taking over the operation of the gas station/convenience store located at 407 E. Blue Earth Avenue. They have applied for a 3.2% Off Sale License. The required applications, workers’ compensation insurance and fees have been received. A police background investigation has been requested.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Tyler Cowing, Civil Engineer	Meeting Date: 2/12/2024	<input type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Public Hearing	Agenda Item # 7.1
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Public hearing on the 2024 Improvement Program Consideration to Approve Ordering Improvement, Preparation of Plans and Advertising of Bids		
Presented by: Tyler Cowing, Civil Engineer	Action Requested: Motion 1: Close the Public Hearing Motion 2: Motion to approve Resolution 2024-04, Ordering Improvement, Preparation of Plans and Advertising of Bids.		
Vote Required: <input type="checkbox"/> Simple Majority <input checked="" type="checkbox"/> Four Fifths Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

On January 22, 2024, Council adopted Resolution 2024-03, accepting the Receiving Report and Calling for a Public Hearing on the 2024 Improvement Program to be held at 5:30 pm on February 12, 2024. Property owners affected by the 2024 improvements were notified of the public hearing date and time.

REFERENCE AND BACKGROUND

To help finance street improvements the City of Fairmont uses special assessments; the City Charter gives the City Council the authority to make public improvements and levy special assessments to abutting property owners. The procedures used by the city conform to the Minnesota Statutes, Chapter 429 Local Improvements, Special Assessments.

The assessments for this year’s projects are based on the same rates used since 2017. The rates are based on a linear front foot at \$80 for reconstruction, \$54 for resurfacing, and \$2.50 for seal coat projects. The total preliminary assessment amount accounts for 25.5% of the total project costs, and state statute requires a minimum of 20% to be assessed following Minnesota State Statute Chapter 429.

Complaints or concerns about the projects can be directed to the Public Works Director, or the City Engineering Department. Objections to the assessments can be made by submitting a written objection to the City prior to the conclusion of the public hearing certifying the assessments in the fall of 2024.

During construction the city or its consultant will have an onsite project representative that can help with questions, or complaints during the Park Street and Woodland Avenue projects. Also, prior to the project a meeting will be held with residents/property owners to discuss the project and answer questions about the project.

The timeline for these projects is the summer/fall of 2024. Once project design has been completed and contracts have been awarded to a contractor, city staff can update property owners on a closer proposed timeframe for construction.

At this time the city does not have final construction plans, which would indicate removal of trees. If there is a tree or trees which need to be removed to complete the project, the city will contact the abutting property owner early in the process prior to construction.

During this public hearing affected residents will be provided with an opportunity to question and comment. After hearing from affected residents, close the public hearing.

The Woodland Avenue Project is somewhat unique as it involves reconstruction of a rural section versus the standard urban section. The cost of reconstruction of a rural section is less than the cost of reconstruction of an urban section on which the \$54 assessment rate is based.

Therefore, City Staff is reexamining the assessment rate for this project for consideration when the assessment hearing is held after the project has been completed. Since final costs are not due until the fall, we will work to modify the rate so that it is more indicative of the project, while at the same time not increasing the assessment per property owner.

Staff recommends the Council consider final approval for the proposed 2024 Improvement Program by adopting Resolution 2024-04, Ordering Improvement, Preparation of Plans and Advertising of Bids.

BUDGET IMPACT

The preliminary project costs are estimated at \$2,651,216.33, which will be spread across improvement program bonds, utility funds, and special assessments.

SUPPORTING DATA/ATTACHMENTS

Resolution 2024-04

RESOLUTION NO. 2024-04

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

RESOLUTION ORDERING IMPROVEMENT, PREPARATION OF PLANS, AND ADVERTISING OF BIDS

WHEREAS, Resolution 2024-03 adopted by the City Council on the 22nd day of January, 2024 fixed a date for a Council hearing on the proposed improvement of:

<u>Project No.</u>	<u>Description</u>
	<u>RECONSTRUCTION</u>
5724001	Park Street: Albion Avenue to Budd Street
	<u>RESURFACE</u>
6724001	Woodland Avenue: County Road 39 to Fairlakes Avenue
	<u>SEAL COAT</u>
7524001	Birch Street: Spruce Street to State Street
7524002	Christina Street: Lucia Avenue to North Avenue
7524003	Ida Street: Anna Street to Christina Street
7524004	Knollwood Drive: Deadend to Knollwood Drive Intersection
7524005	Knollwood Drive: Bay View Street to Lair Road
7524006	Lake Avenue: 4 th Street to Downtown Plaza
7524007	Main Street: Albion Avenue to Lake Avenue
7524008	North Avenue: 9 th Street to Winnebago Avenue
7524009	Southport Drive: Prairie Avenue to Deadend
7524010	Torgerson Drive: TH 15 to Deadend
7524011	TH 15 Service Road E: 8 th Street to Winnebago Avenue
7524012	Amber Lake Park Parking Lot
7524013	Public Works Building Parking Lot

RESOLUTION NO. 2024-04, continued

WHEREAS, notice of the hearing was mailed and published 10 days in advance of the hearing; and

WHEREAS, the hearing was held on the 12th day of February, 2024 at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement has no relationship to the comprehensive plan.
3. Bolton & Menk is hereby designated as the engineer for this improvement. They shall prepare, or have prepared by others, plans and specifications for the making of such improvement.
4. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.
5. The City Clerk shall prepare and cause to be inserted in the official paper, on Quest CDN, and on the City of Fairmont website (www.fairmont.org) an advertisement for bids for the improvements listed herein. All bids received will be tabulated and will be considered by the City Council at a regularly scheduled meeting to be held after review by the City Engineer of the lowest responsible responsive bidder's bid documents.

PASSED, APPROVED AND ADOPTED this 12th day of February 2024.

Lee C. Baarts, Mayor

ATTEST:

Patricia J. Monsen, City Clerk



STAFF MEMO

Prepared by: Lee Steinkamp, Airport Manager	Meeting Date: 2/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.1
Reviewed by: Jeff O'Neill, Interim Administrator	Item: Consideration of Airfield Pavement Maintenance State Grant and Resolution		
Presented by: Lee Steinkamp, Airport Manager	Action Requested: Motion to Approve the Airfield Pavement Maintenance State Grant and Resolution		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval and Acceptance of Grant Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

Approved the Grant Request Package at the January 8, 2024, City Council Meeting

REFERENCE AND BACKGROUND

This is a formalization of the Grant Request that was approved at the January 8, 2024 meeting. At that meeting, there was discussion on the overrun of the project and the City seeking additional grant funding. Those additional funds are not included in this request, as they would be available only if MnDOT Aeronautical Grant funds have a surplus at the end of the project.

BUDGET IMPACT

\$44,919.35 (30% local share) which was budgeted in the 2024 CIP

SUPPORTING DATA/ATTACHMENTS

- State Airports Fund Grant Agreement, Contract # 1055985
- State Grant Request Letter
- Cost Breakdown
- MnDOT Credit Application
- State Grant Resolution

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

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

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on January 25, 2024, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A4601-59, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - City of Fairmont's Grant Request Letter; and Exhibit "B": Credit Application, are attached and incorporated into this Agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).

2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 **Time**

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

4 **Cost and Payment**

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Airfield Pavement Maintenance	0%	70%	30%
Federal Committed:	\$ 0.00		
State:	<u>\$104,811.80</u>		
Grantee:	<u>\$ 44,919.35</u>		

These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** No Reimbursement for travel and subsistence expenses are included in this Grant. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$104,811.80.**

4.5 **Payment**

4.5.1 **Invoices.** Grantee will submit invoices for payment by **Credit Application**. Exhibit “**B**”, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State’s Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Monthly, or as work completion dictates.

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

- 4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.
- 4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
- 4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

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

6.2 Grantee's Authorized Representative is:

Matthew York, Director of Public Works/Utilities
Phone (507) 238-3942 myork@fairmont.org

City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

Or their successor.

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

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

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

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

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

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

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

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

8 **Liability**

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

9 **State Audits**

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

10 **Government Data Practices and Intellectual Property Rights**

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

10.2 **Intellectual Property Rights.**

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements,

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

10.2.2 **Obligations**

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

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

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

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

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

13 **Governing Law, Jurisdiction, and Venue**

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

14 Termination; Suspension

- 14.1 **Termination by the State or Commissioner of Administration.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
- 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

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

employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

20 **Additional Provisions**
[Intentionally left blank.]

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

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



Phone (507)238-9461

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

Fax (507)238-9469

January 3, 2024

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

Re: FY 2024 State Grant Request
 Fairmont Municipal Airport, Fairmont, MN

Mr. Bourassa:

The City of Fairmont is requesting 2024 State Aeronautics funding for the Airfield Pavement Maintenance project at the Fairmont Municipal Airport.

This grant request is for the design, bidding, construction, and CA/CO work for crack sealing and large crack repair of all airfield pavements including the runways, taxiways, taxilanes, and apron. Bids were received from three (3) contractors and the lowest bidder has been selected.

The City of Fairmont is requesting MnDOT Aeronautics funding in the amount of \$104,811.80 for 70% of \$149,731.15 of the project costs. The remaining \$44,919.35 (30%) will be paid for with local funds.

If additional funding becomes available, the City of Fairmont is requesting additional MnDOT Aeronautics funding in the amount of \$20,372.10 for 70% of \$29,103.00 of the project costs. The remaining \$8,730.90 (30%) will be paid for with local funds.

To support the grant request, we have included the following documentation:

1. MnDOT State Grant Request Letter
2. Cost Split for State Only Grant
3. Bid Tab
4. Bid Proposal – Lot Pros Inc.
5. KLJ Task Order – Design, Bidding, and CA/CO Services
6. Project Work Description

Please contact me at 507-238-3942 with any questions.

Sincerely,

City of Fairmont

Matthew York
 Director of Public Works/Utilities
 Enclosure(s): Grant Request Documentation

Airport: Fairmont Municipal Airport
Ident: FRM
Sponsor: City of Fairmont
State Project: A4601-59
State Agreement #:
Description: Airfield Pavement Maintenance
Version Date: 12/15/2023

Construction	Description	Total	State Funding Rate	State	Local
	Base Bid - Division 1 - Runway 2-20	\$ 42,380.00	70%	\$ 29,666.00	\$ 12,714.00
	Base Bid - Division 2 - Runway 2-20	\$ 38,200.00	70%	\$ 26,740.00	\$ 11,460.00
	Alternate 1 - Division 1 - Parallel Taxiway	\$ 39,380.00	70%	\$ 27,566.00	\$ 11,814.00
	Alternate 1 - Division 2 - Taxiways A, B, & F	\$ 6,060.00	0%	\$ -	\$ 6,060.00
	Alternate 1 - Division 3 - Taxiways E	\$ 2,500.00	0%	\$ -	\$ 2,500.00
	Alternate 2 - Division 1 - Hangar Taxilanes	\$ 501.00	0%	\$ -	\$ 501.00
	Alternate 2 - Division 2 - Apron Connector Taxilanes	\$ 3,140.00	0%	\$ -	\$ 3,140.00
	Alternate 3 - Division 1 - Apron	\$ 12,901.00	0%	\$ -	\$ 12,901.00
	Alternate 4 - Division 1 - Hangar Taxilanes Valley Gutter	\$ 4,001.00	0%	\$ -	\$ 4,001.00
CONSTRUCTION SUBTOTAL		\$ 149,063.00		\$ 83,972.00	\$ 65,091.00

Engineering	Description	Total	State Funding Rate	State	Local
	Design and Bidding Services - KLJ	\$ 15,680.91	70%	\$ 10,976.64	\$ 4,704.27
	Construction Administration and Observation Services - KLJ	\$ 14,090.24	70%	\$ 9,863.17	\$ 4,227.07
ENGINEERING SUBTOTAL		\$ 29,771.15		\$ 20,839.81	\$ 8,931.35

Administration	Description	Total	State Funding Rate	State	Local
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
ADMINISTRATION SUBTOTAL		\$ -		\$ -	\$ -

State Grant Project Amounts

Grant Amounts	\$ 149,731.15	\$ 104,811.80	\$ 44,919.35
Grant Percentages	100.00%	70.00%	30.00%

Locally Funded Only Project Amounts

Grant Amounts	\$ 29,103.00	\$ -	\$ 29,103.00
Grant Percentages	100.00%	0.00%	100.00%

Awarded Funding Totals

Awarded Amount	\$ 178,834.15	\$ 104,811.80	\$ 74,022.35
Funding Percentages	\$ 100.00	58.61%	41.39%

Award as Locally Funded Initially and Apply for Additional Grant Funding if it Becomes Available



STAFF MEMO

Prepared by: Lee Steinkamp, Airport Manager	Meeting Date: 2/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.2
Reviewed by: Jeff O'Neill, Interim Administrator	Item: Consideration of Airport Layout Plan/Master Plan Update Grant Application		
Presented by: Lee Steinkamp, Airport Manager	Action Requested: Motion to Approve the Airport Layout Plan/Master Plan Update Grant Application		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

Approved Task order on September 11, 2023

REFERENCE AND BACKGROUND

The FAA requires the City of Fairmont sign a formal request letter to move forward in the process to request Federal Funding. This grant is for the Airport Master Plan Update and it will be funded 90% by the FAA, 5% by MnDOT, and 5% by the City of Fairmont.

BUDGET IMPACT

\$22,111 (5% local share)

SUPPORTING DATA/ATTACHMENTS

Grant Request Letter
 Grant Application



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

Phone (507)238-9461

Fax (507)238-9469

January 29, 2024

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

Re: FAA Federal Grant Request
Fairmont Municipal Airport
AIG 3-27-0029-022-2024

Dear Luke:

The City of Fairmont requests 2024 FAA Airport Improvement Program (Airport Infrastructure Grant – AIG) and 2024 State Airport funding for the following units of work at the Fairmont Municipal Airport:

- Airport Layout Plan/Master Plan Update with AGIS

We are requesting MnDOT Aeronautics review and finalize the FAA grant application in the amount of \$398,000.00 and a State application totaling \$22,111.00 for the above listed projects.

We have included the following documentation to support the grant application:

1. AIP Grant Application Checklist
2. FAA Form SF-424, Application for Federal Assistance
3. Project Cost Summary
4. FAA Form 5100-101, Application for Federal Assistance
5. Project Narrative
6. Professional Service Agreement Task Order
7. Independent Fee Estimate Agreement
8. Record of Negotiations
9. Independent Fee Estimate

Please contact me at (507) 238-3942 with any questions.

Sincerely,
City of Fairmont

Matthew York
Director of Public Works/Utilities
Enclosure(s): Grant Application Documentation



Letter of Transmittal

Date:	January 29, 2024
To:	Matthew York City of Fairmont 100 Downtown Plaza Fairmont, MN 56031
Copy To:	Lee Steinkamp, FRM
From:	Jake Braunagel, PE
Re:	Fairmont Municipal Airport - ALP/MP Update with AGIS
Project #:	2305-00694

We Are Sending You:

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover	<input type="checkbox"/> As Requested
<input type="checkbox"/> Prints/Plans	<input type="checkbox"/> For Your Information	<input checked="" type="checkbox"/> For Your Review
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> For Your Signature	<input type="checkbox"/> Samples
<input type="checkbox"/> Other		

Shipped via: Email

Copies (#)	Description
1	Grant Application

Remarks

See enclosed Grant Application for your review. If acceptable, please obtain signature, date and return a copy to our office and retain a copy for your records.

If you have any questions, please contact me at 701-290-9218 or jake.braunagel@kljeng.com.

AIG Grant Application Checklist

AIRPORT NAME: Fairmont Municipal Airport DATE: 1/29/24

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 48TR5

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: 3/19/2024

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the “Yes” and “No” boxes while others require providing additional information as part of the airport’s request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 <i>(signed)</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
2.	Project Cost Breakdown <i>(attached)</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
3.	Project Sketch <i>(at the request of the ADO)</i>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
4.	Project Narrative <i>(attached or within Form 5100-100/101 Part IV)</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i> Form 5100-101 (parts II- IV) <i>(planning grants)</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="checkbox"/>

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:
*a. Applicant: _____ *b. Program/Project: _____

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
*a. Start Date: _____ *b. End Date: _____

18. Estimated Funding (\$):

*a. Federal	_____
*b. Applicant	_____
*c. State	_____
*d. Local	_____
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	_____

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**
Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: _____

Middle Name: _____

*Last Name: _____

Suffix: _____

*Title: _____

*Telephone Number: _____	Fax Number: _____
--------------------------	-------------------

* Email: _____

*Signature of Authorized Representative: _____	*Date Signed: _____
--	---------------------



PROJECT COST BREAKDOWN
AIRPORT LAYOUT PLAN/MASTER PLAN UPDATE WITH AGIS
FAIRMONT MUNICIPAL AIRPROT (FRM) - FAIRMONT, MN
FEDERAL FISCAL YEAR 2024 GRANT APPLICATION - AIG BREAKOUT



ID	UNIT OF WORK	COSTS			FUNDING		
		TOTAL COST	AIG ELIGIBLE PERCENTAGE*	AIG ELIGIBLE COST	FAA - AIG	STATE	SPONSOR
1	ADMINISTRATIVE				90.0%	5.0%	5.0%
	Administration	\$ 1,498.67	100.0%	\$ 1,498.67	\$ 1,348.80	\$ 74.93	\$ 74.93
	Independent Fee Estimate	\$ 4,000.00	100.0%	\$ 4,000.00	\$ 3,600.00	\$ 200.00	\$ 200.00
	Subtotal Administrative	\$ 5,498.67	100.0%	\$ 5,498.67	\$ 4,948.80	\$ 274.93	\$ 274.93
2	ENGINEERING/PLANNING						
	Task 1 - Airport Layout Plan/Master Plan with AGIS	\$ 436,723.55	100.00%	\$ 436,723.55	\$ 393,051.20	\$ 21,836.18	\$ 21,836.18
	Subtotal Engineering/Planning	\$ 436,723.55	100.00%	\$ 436,723.55	\$ 393,051.20	\$ 21,836.18	\$ 21,836.18
3	CONSTRUCTION						
	N/A	\$ -	-	\$ -	\$ -	\$ -	\$ -
	Subtotal Construction	\$ -	-	\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ 442,222.22	100.00%	\$ 442,222.22	\$ 398,000.00	\$ 22,111.11	\$ 22,111.11
			<i>Available</i>	<i>Expended</i>			
	<i>Current FAA BIL/AIG Balance</i>	\$ 448,000.00		\$ 398,000.00			

*FAA funding eligibility subject to change

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term “Sponsor” refers to the applicant name as provided in box 8 of the associated SF-424 form.

<p>Item 1</p> <p>Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Item 2</p> <p>Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>Item 3</p> <p>Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<p>Item 4</p> <p>Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number.</p> <p style="margin-left: 20px;">CFDA: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<p>Item 5</p> <p>Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?</p> <p>If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:</p> <p style="margin-left: 20px;"><input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414</p> <p style="margin-left: 20px;"><input type="checkbox"/> Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)</p> <p><i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, 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 Sponsor, 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 Authorized Representative shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions

(3) The Authorized Representative 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 subrecipients 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.

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 398,000	\$ 44,222	\$ 442,222
2.				
3. TOTALS		\$ 398,000	\$ 44,222	\$ 442,222

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$ 5,498	\$	\$	\$	\$ 5,498
b. Airport Planning	436,724				436,724
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal	442,222				442,222
f. Program Income					
g. TOTALS (line e minus line f)	\$ 442,222	\$	\$	\$	\$ 442,222

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5.	\$ 22,111	\$ 22,111	\$	\$ 44,222
6.				
7. TOTALS	\$	\$	\$	\$

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 st Year	2 nd Year	3 rd Year	4 th Year
8. Federal	\$ 398,000	\$ 398,000	\$	\$	\$
9. Non-Federal	44,222	44,222			
10. TOTAL	\$ 442,222	\$ 442,222	\$	\$	\$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Part IV - Program Narrative

(Suggested Format)

PROJECT: Airport Layout Plan/Master Plan Update with AGIS
AIRPORT: Fairmont Municipal Airport
1. Objective: This project will update the Airport Layout Plan and Master Plan to current FAA and MnDOT standards. Also included is a Runway Safety Area Determination, Aeronautical Survey and Exhibit A/Airport Property Map.
2. Benefits Anticipated: The Fairmont Municipal Airport (FRM) last updated their Airport Layout Plan (ALP) and Master Plan (MP) in 2010. Since that time there have been changes to the FAA standards and near-term improvements on the capital improvement plan which warrant a review of the existing airport design standard deficiencies and completion of an ALP/MP update. Currently, airspace obstructions exist in the Part 77 Approach Surface to Runway 13 (due to roadways and vegetation). The Runway Protection Zone for Runway 13 has incompatible land uses within its boundaries and a roadway and perimeter penetrate the Runway Object Free Area for Runway 13-31. Additionally, the Runway 13-31 ILS needs replacement. The FAA has requested the airport evaluate the current runway end locations as well as existing and future length of runway so the ILS replacement will be compatible with the future runway plan.
3. Approach: <i>(See approved Scope of Work in Final Application)</i>
4. Geographic Location: City of Fairmont, Martin County, Minnesota
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: <i>(include address & telephone number)</i> Matthew York, Director of Public Works/Utilities 100 Downtown Plaza, Fairmont, MN 56031 507-238-3942

Submit by Email

Project Narrative (Justification)
2024 FAA Grant Application
AIG #3-27-0029-022-2024
Fairmont Municipal Airport

Objective:

Airport Layout Plan/Master Plan Update with AGIS – Administration, Planning, AGIS and Project Closeout services.

Benefits Anticipated:

The Fairmont Municipal Airport (FRM) last updated their Airport Layout Plan (ALP) and Master Plan (MP) in 2010. Since that time there have been changes to the FAA standards and near-term improvements on the capital improvement plan which warrant a review of the existing airport design standard deficiencies and completion of an ALP/MP update.

Currently, airspace obstructions exist in the Part 77 Approach Surface to Runway 13 (due to roadways and vegetation). The Runway Protection Zone for Runway 13 has incompatible land uses within its boundaries and a roadway and perimeter penetrate the Runway Object Free Area for Runway 13-31. This project will evaluate and address these deficiencies.

Additionally, the Runway 13-31 ILS needs replacement. Considering a shift of the runway could impact the installation locations of the ILS equipment, the FAA has requested the airport evaluate the current runway end locations as well as existing and future length of runway so that the ILS system replacements can be coordinated with the future plan for Runway 13-31. This will be the primary focus of the project, although the terminal area will also be evaluated.

This project will update the Airport Layout Plan and Master Plan to current FAA and MnDOT standards. Also included is a Runway Safety Area Determination, Aeronautical Survey and Exhibit A/Airport Property Map.

Approach:

The project will commence in the Fall of 2023 with an estimated completion of Fall of 2025. KLJ of Sioux Falls, SD will serve as the Sponsor's consultant to lead these efforts. The project will utilize AIG funding.

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: KJ Engineering LLC

By: 

By: 

Print Name: Lee C. Baarts

Print Name: Jake Braunagel

Title: Mayor

Title: Aviation Group Leader


Patricia J. Monsen, City Clerk

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

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matthew P. York

Name: Jake Braunagel, PE

Title: Director of Public Works/Utilities

Title: Client Manager

Address: 100 Downtown Plz. Fairmont, MN
5603

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

E-Mail

Address: myork@fairmont.org

E-Mail

Address: Jake.Braunagel@kljeng.com

Phone: 507-238-3942

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 Statue 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	
Navaid Equipment – Simplified Directional Facility (SDF)		Not Collected	
25 Navaid Equipment – Tactical Air Navigation (TACAN)		Not Collected	
Navaid Equipment – Tricolor Visual Approach Slope Indicator System (TRCV)		Not Collected	
26		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
 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
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
 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
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
 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
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
 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
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
 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
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
 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
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
 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
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
 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
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 EMPLOYEMENT 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.

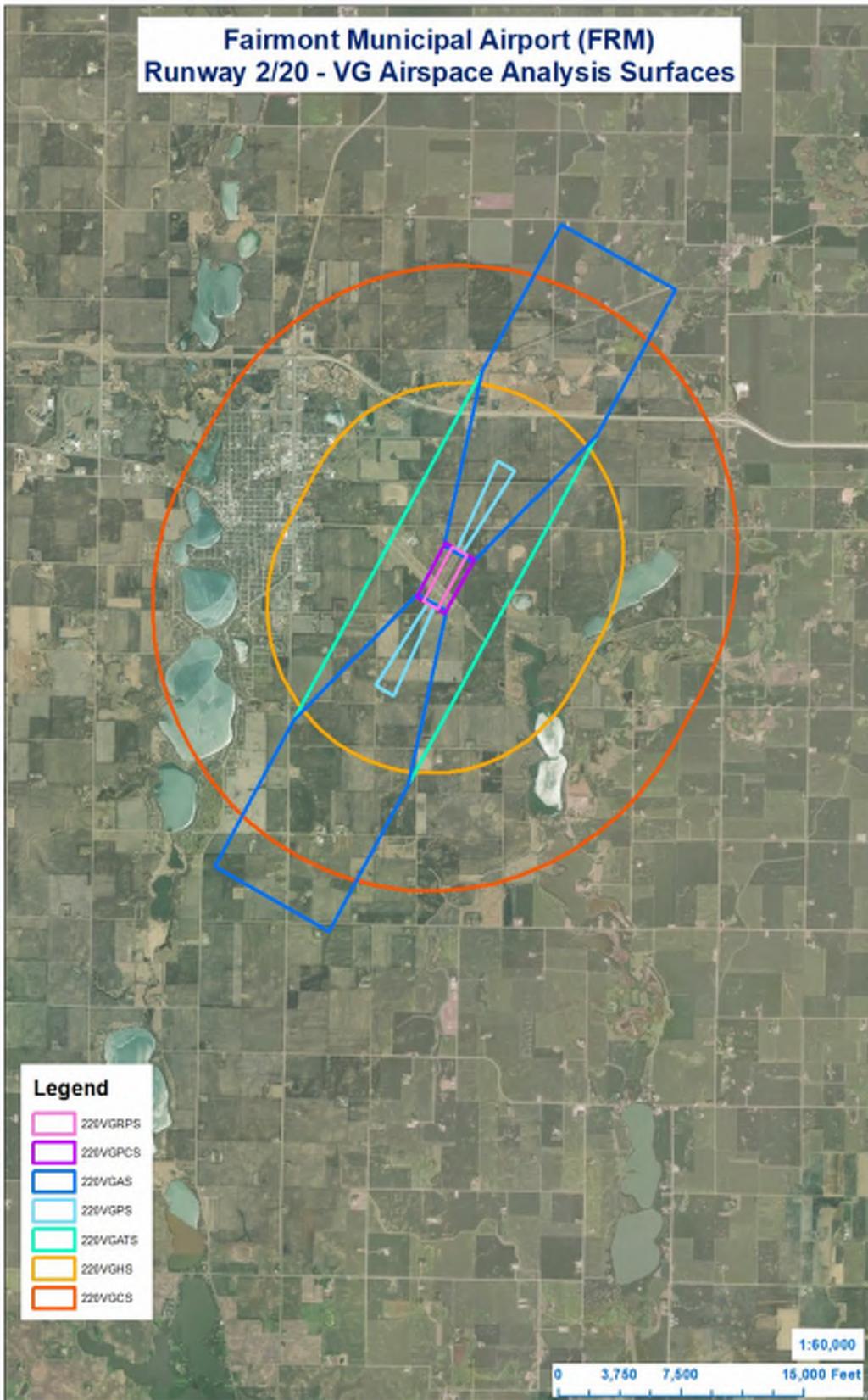
We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at 803-351-3136 or email me at the address shown below.

Sincerely,
NV5 Geospatial, Inc.,

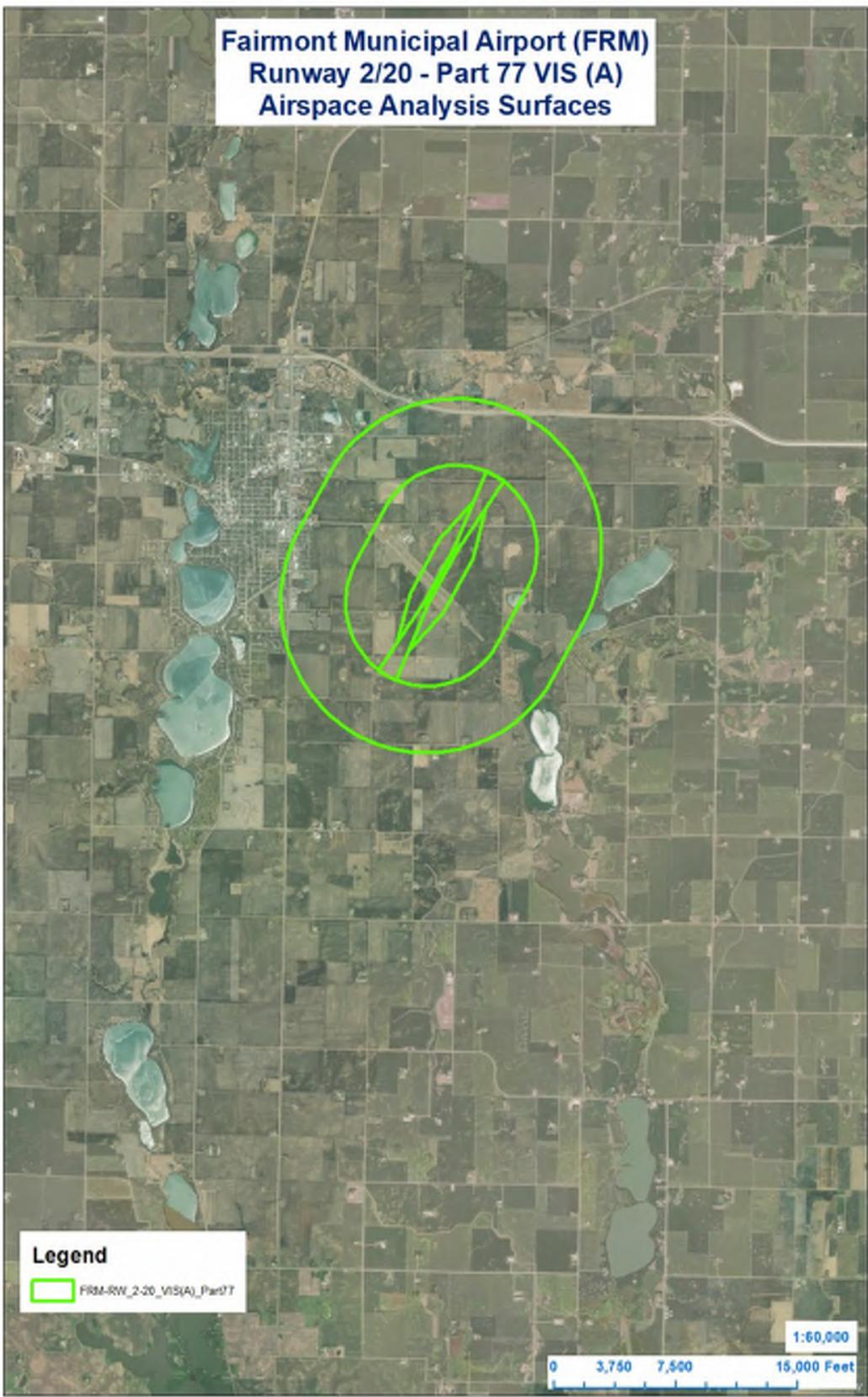


David Grigg
Aviation Program Director
David.Grigg@nv5.com

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



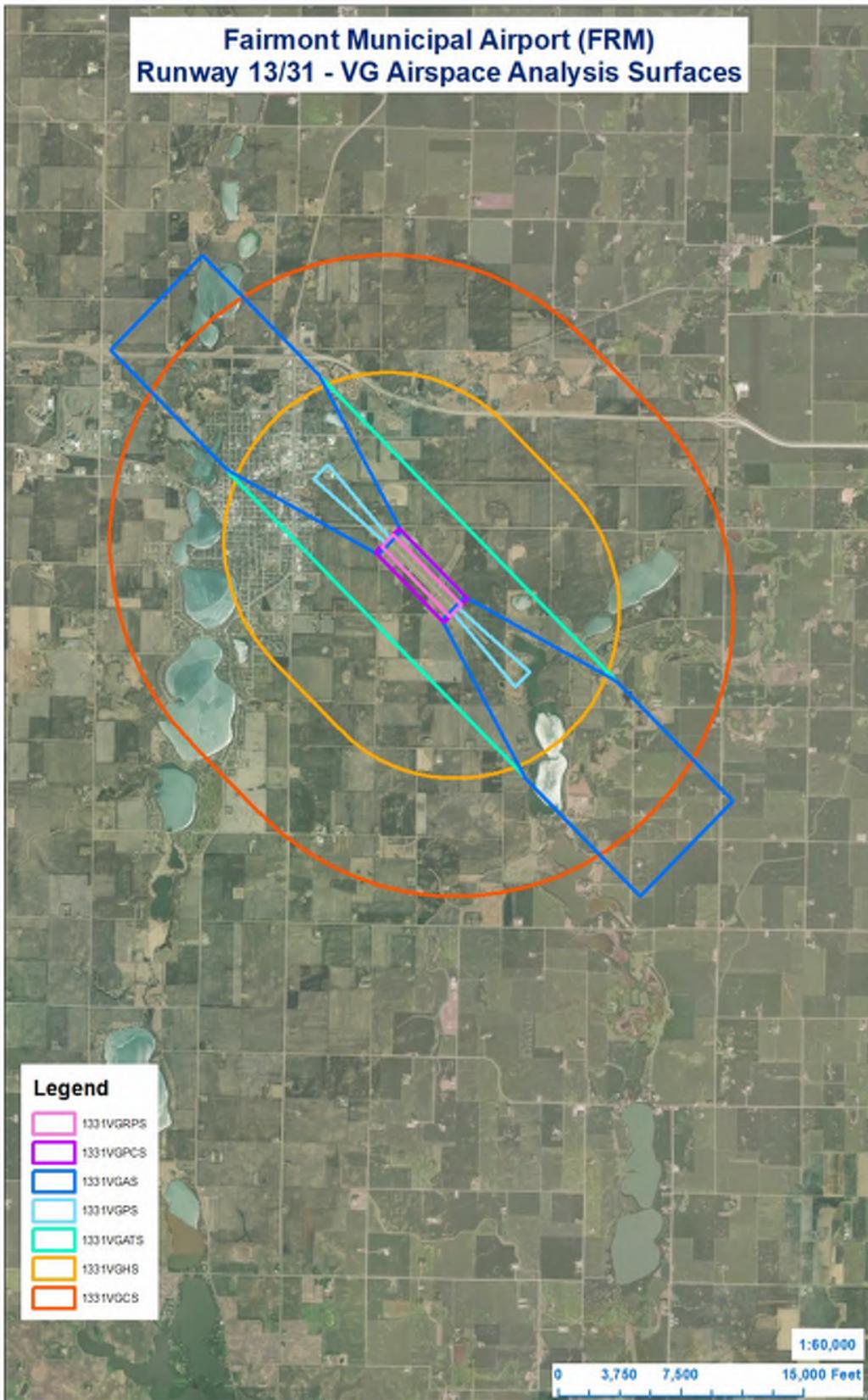
**Fairmont Municipal Airport (FRM)
Runway 2/20 - Part 77 VIS (A)
Airspace Analysis Surfaces**



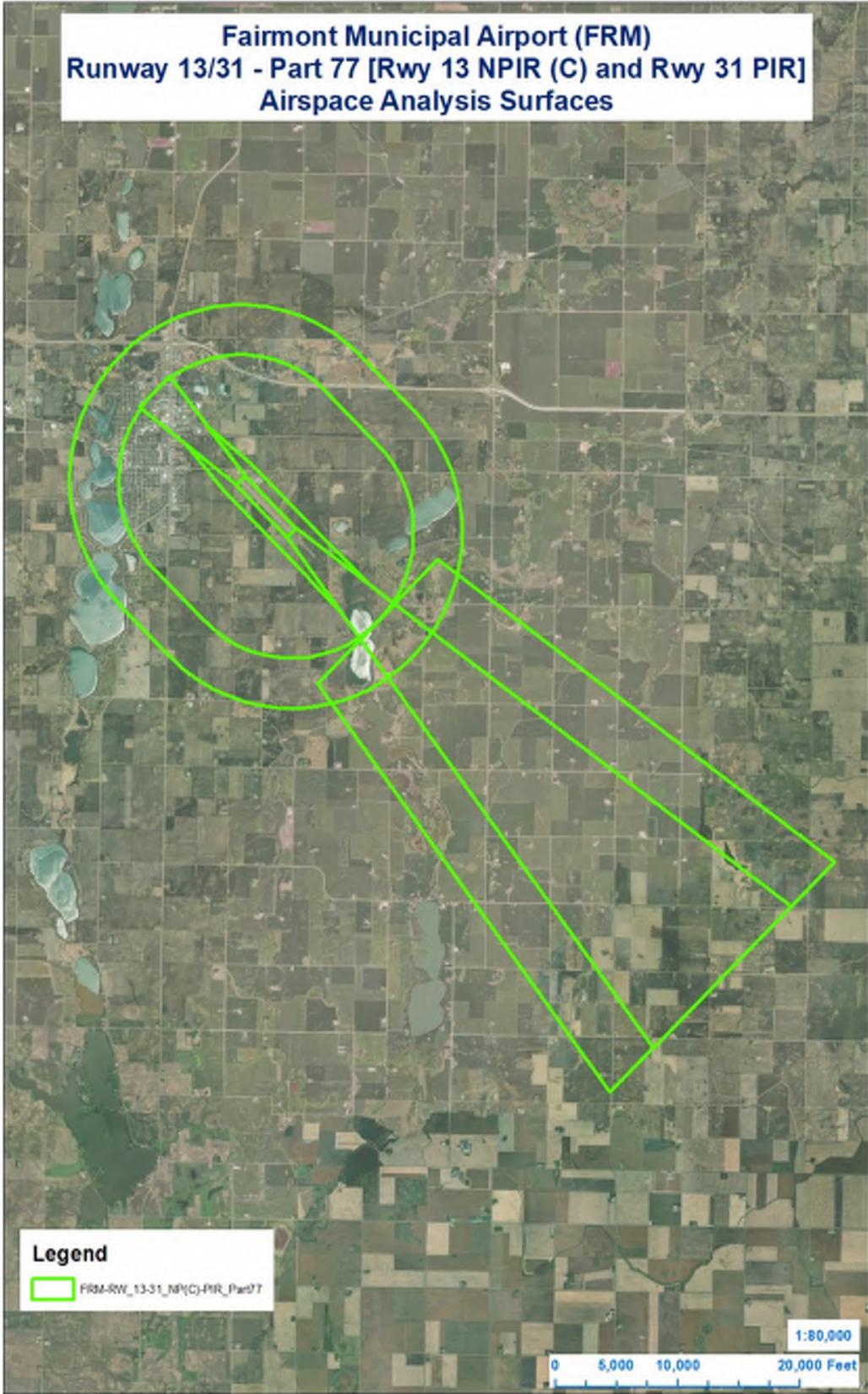
Legend
FRM-RW_2-20_VIS(A)_Part77

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

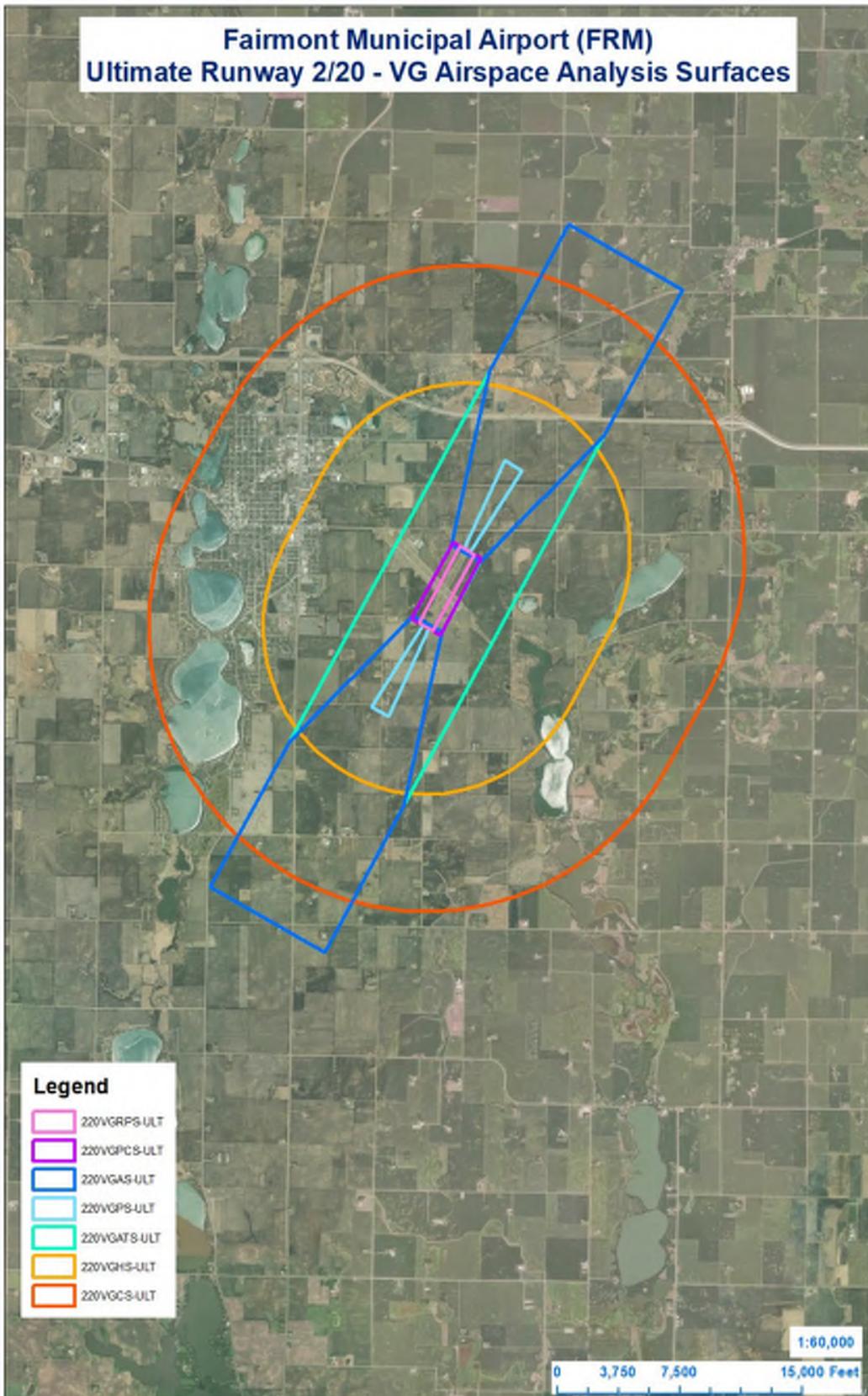
**Fairmont Municipal Airport (FRM)
Runway 13/31 - VG Airspace Analysis Surfaces**



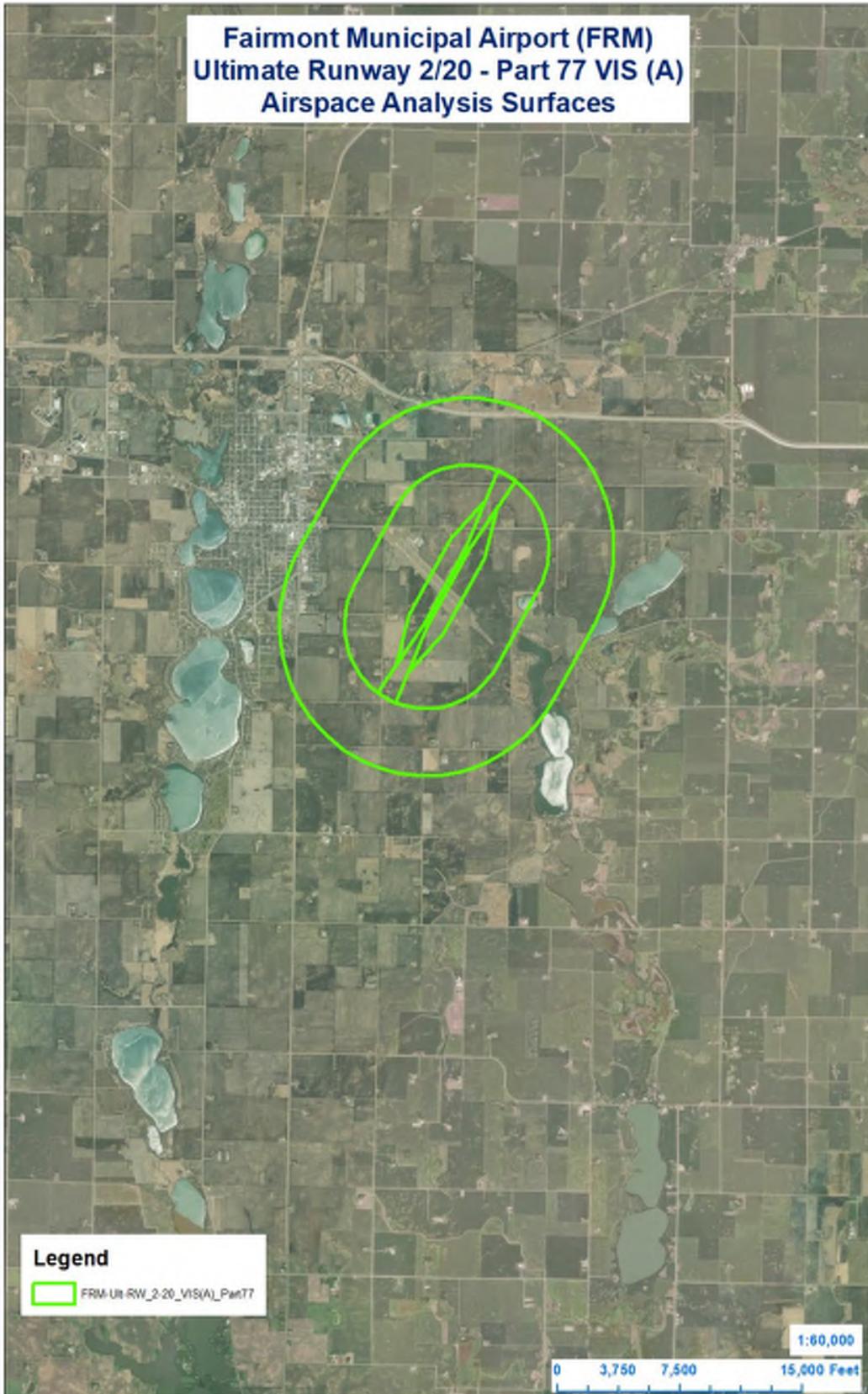
**Fairmont Municipal Airport (FRM)
Runway 13/31 - Part 77 [Rwy 13 NPIR (C) and Rwy 31 PIR]
Airspace Analysis Surfaces**



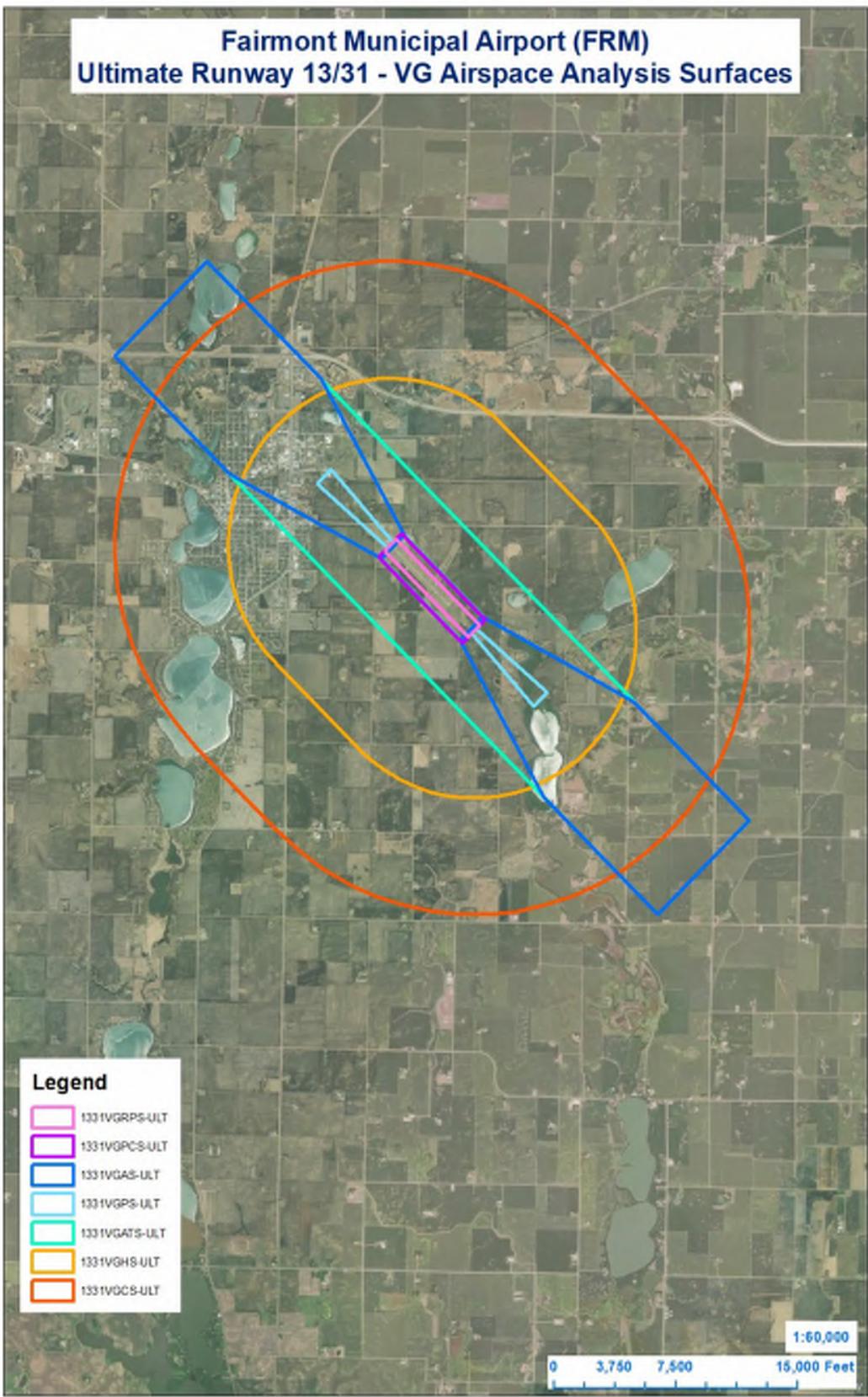
Fairmont Municipal Airport (FRM)
Ultimate Runway 2/20 - VG Airspace Analysis Surfaces



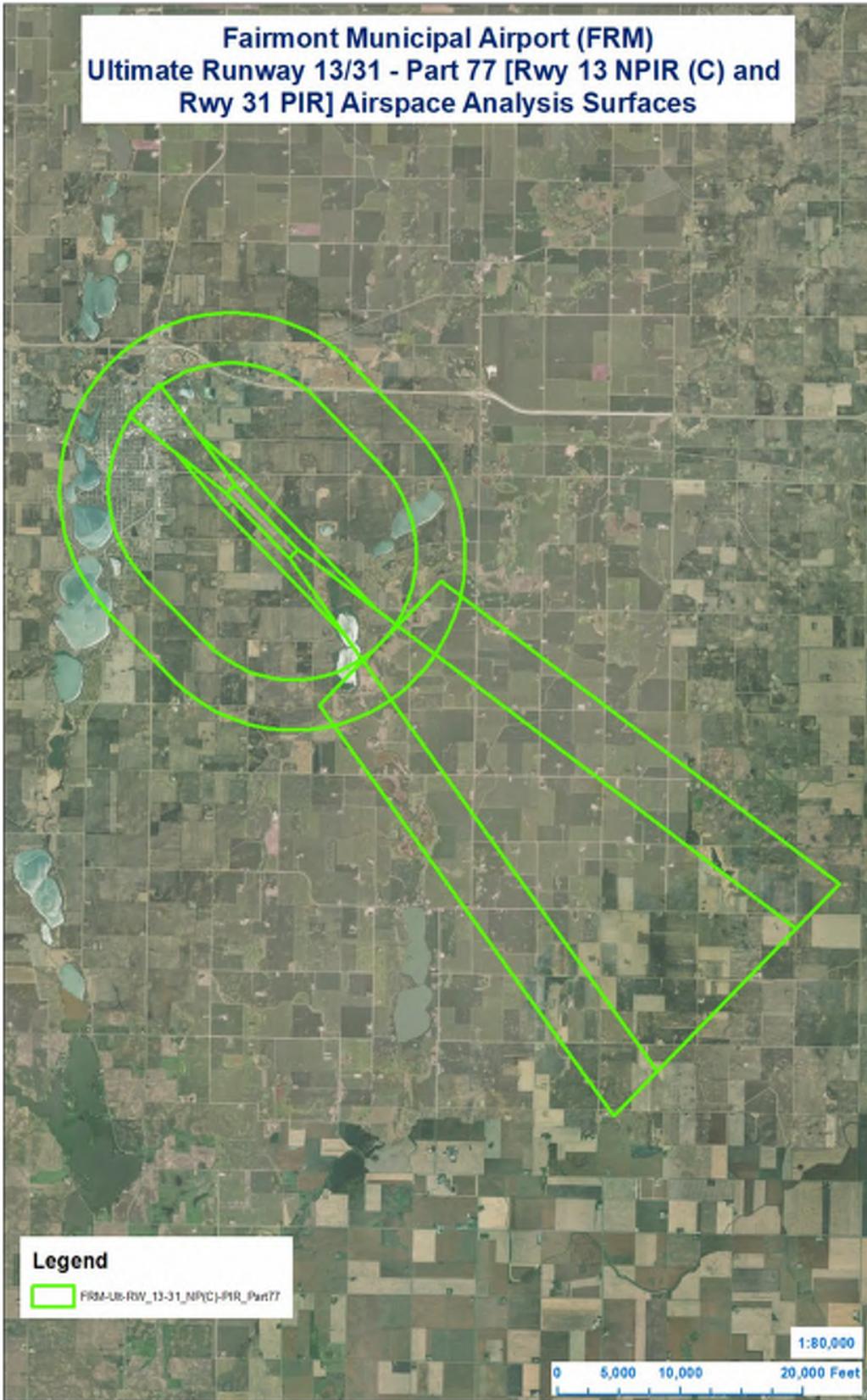
**Fairmont Municipal Airport (FRM)
Ultimate Runway 2/20 - Part 77 VIS (A)
Airspace Analysis Surfaces**



**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**



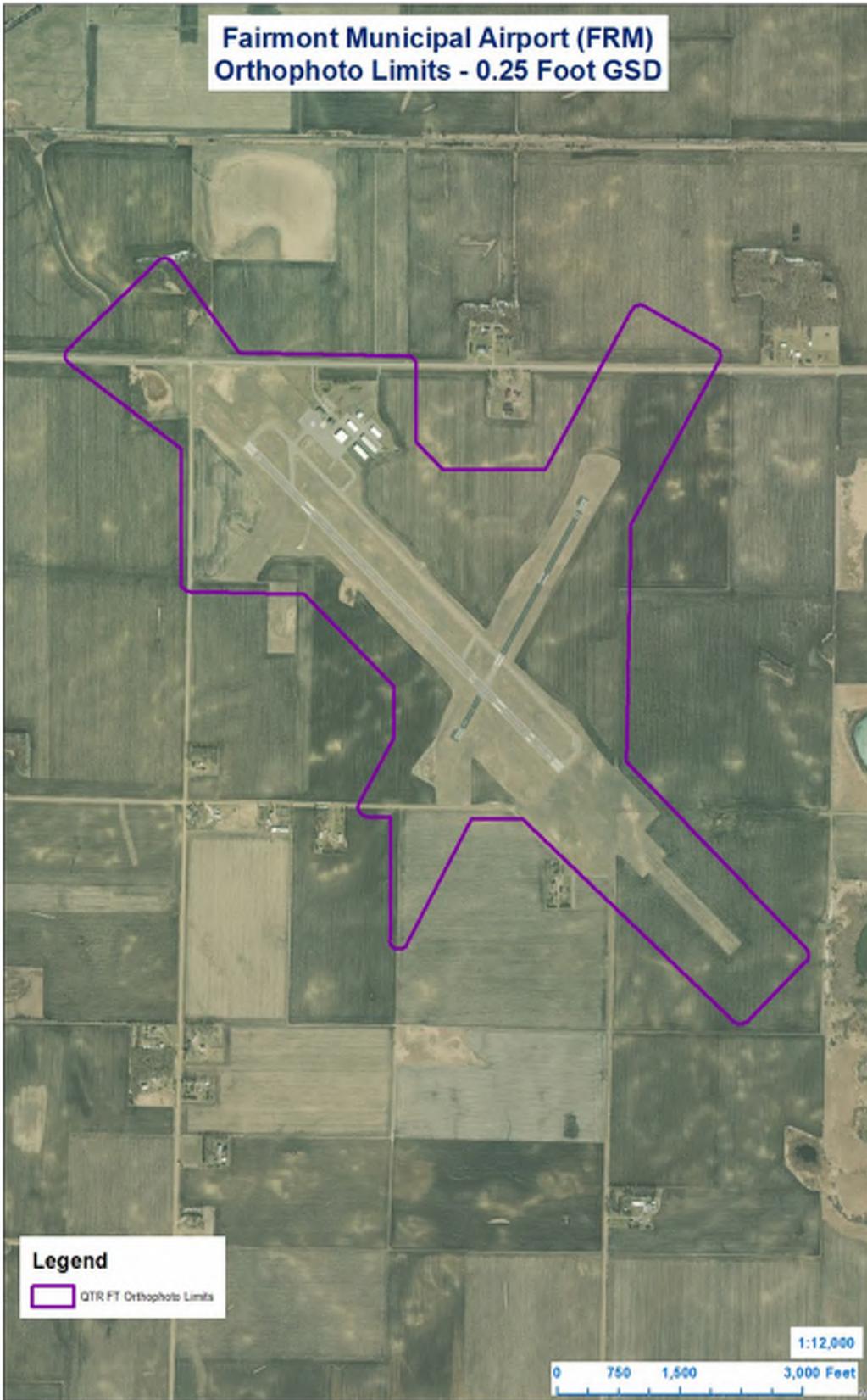
**Fairmont Municipal Airport (FRM)
Orthophoto Limits - 1 Foot GSD**



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



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



**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this 28th day of August, 2023, between City of Fairmont, Minnesota (“OWNER”) with principal offices at 100 Downtown Plaza, Fairmont, MN 56031 and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Independent Fee Estimate (IFE) for the Master Plan and Airport Layout Plan Update at the Fairmont Municipal Airport (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is Four Thousand Dollars (\$4,000.00).

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

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

City of Fairmont, Minnesota

"OWNER"

BY:

Matthew R. York

NAME:

Matthew R. York

TITLE:

Director of Public Works/Utilities

ADDRESS:

100 Downtown Plaza
Fairmont, MN 56031

HDR ENGINEERING, INC.

"ENGINEER"

BY:

Jason L. Kjenstad

NAME:

Jason Kjenstad

TITLE:

Sr. Vice President

ADDRESS:

101 S. Phillips Ave, Ste 401
Sioux Falls, SD 57104

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees.

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.

Record of Negotiations

Fairmont Municipal Airport (FRM); Fairmont, MN
Sponsor: City of Fairmont
Airport Layout Plan/Master Plan Update with AGIS
AIG Project 3-27-0029-022-2024

For the above referenced project please find below the record of negotiations in compliance with Advisory Circular 150/5100-14E Architectural, Engineer, and Planning Consultant Services for Airport Grant Projects.

Consultant Selection

KLJ was selected in April 2023 to perform engineering and planning consultant services which included the above referenced project. A contract will be executed for this project after receiving Federal Aviation Administration (FAA) concurrence in the scope of work and fee.

Scope of Work Determination

The scope of work for the Airport Layout Plan/Master Plan Update with AGIS was discussed with the sponsor, KLJ, Minnesota Department of Transportation, and the FAA beginning in May 2023 and continuing through September 2023 when it was approved.

Fee Submittal

KLJ submitted the fee schedule and scope of work for the project to the sponsor. The fee submitted is summarized as follows:

Task	Fee
Airport Layout Plan/Master Plan Update with AGIS	\$ 436,723.55
Total	\$ 436,723.55

Independent Fee Review

The sponsor selected HDR to review the proposed scope and provide an independent fee review. The scope of work and a blank fee schedule were provided to Mathew Blankenship. The fee review by HDR is summarized as follows:

Task	Fee
Airport Layout Plan/Master Plan Update with AGIS	\$ 398,121.00
Total	\$ 398,121.00

Fee Negotiations

The sponsor compared the KLJ fee submittal with the Independent Fee Review. The IFE was less than 10 percent less than the KLJ fee submitted. Following this comparison, it was determined the estimated hours of work and associated fees submitted by KLJ were within an acceptable range, and the sponsor determined there were no further negotiations necessary.

Contract Recommendation

The City of Fairmont therefore recommends approval of the contract with KLJ for the project and authorization to proceed upon execution of a project grant.



September 5, 2023

Mr. Matt York
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

Dear Mr. York,

Enclosed is our Independent Fee Estimate for the Master Planning and Airport Layout Plan Update project based on information provided by the Fairmont Municipal Airport and our knowledge of the effort needed to complete the scope of work.

The attached spreadsheet shows estimated hours per task and professional fees. We are estimating 2,178 hours for our portion of the project and a total cost of \$398,121. As part of this total, it is expected that a project of this magnitude, complexity, and special requirements would have expenses and subconsultant fees of approximately of \$147,962.

If you have questions or wish to discuss the estimate, please contact me at 701.353.6102 or at mathew.blankenship@hdrinc.com. Thank you for the opportunity to prepare this estimate.

Sincerely,

HDR Engineering, Inc.

Mathew Blankenship, CM
enclosure

hdrinc.com

101 South Phillips Avenue Suite 401 Sioux Falls, SD 57104-6735
(605) 977-7740

Attachment B
 Fairmont Municipal Airport
 Fairmont, Minnesota
 Airport Master Plan and Airport Layout Plan Update
Hourly Rate and Cost Breakdown

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

KLI 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
Staff Name																
Overall Project Management		24	16											24		\$ 3,160.00
Scope of Work																
Scoping Meeting		4	4													\$ 440.00
Develop Scope / Engineering Agreement		24	8											4		\$ 2,140.00
Assist the Owner in Obtaining an Independent Fee Review		4	4													\$ 440.00
																\$ -
																\$ -
Subtotal																\$ 3,020.00
Narrative																
Introduction		4	4	8												\$ 720.00
Facility Inventory		4	32	8			4									\$ 1,980.00
Environmental Inventory & Desktop Wetland Review		4	32	8		4			16							\$ 2,780.00
Forecasts		10	40	8												\$ 2,580.00
Facility Requirements		12	56	8			8									\$ 3,640.00
Alternative Development and Evaluation		12	60	8			16									\$ 4,080.00
Implementation	8	8	8	8												\$ 1,720.00
Solid Waste Plan		2	8	8					16							\$ 1,540.00
ILS Siting Evaluation		8	8	8			16									\$ 1,720.00
Pedestrian Phase 1 Cultural Survey																\$ -
Documentation & Review Process		8	16											4		\$ 1,340.00
																\$ -
																\$ -
Subtotal																\$ 22,100.00
Public Involvement & Meetings																
Project Meetings with Stakeholders (4 Total)		8	32	32	8											\$ 4,360.00
Public Informational Meetings (1 Total)			4	4										4		\$ 580.00
Agency Progress Meetings & Coordination (8 Total)		4	8	8					2							\$ 1,260.00
Stakeholder Outreach			8	16										16		\$ 1,760.00
Public Outreach			2	4												\$ 300.00
Project Meetings with Owner (4 Total)		8	8	8												\$ 1,440.00
Documentation			4	8										8		\$ 880.00
																\$ -
																\$ -
Subtotal																\$ 10,580.00
Airport Layout Plan																
Setup Base Drawing							8									\$ 280.00
Title Sheet			4				4									\$ 300.00
Airport Data Sheet			8	24	8		4									\$ 1,940.00
Airport Layout Plan (existing)			8	16	8		8									\$ 1,760.00
Airport Layout Plan (future)			4	16	4		4									\$ 1,200.00
Terminal Area Plan			8	16	8		8									\$ 1,760.00
Airspace Plan				8	8		8									\$ 880.00
Inner Approach Surface Sheets (each runway end)			8	16	8		8									\$ 1,760.00
Departure Surface Drawing				8	8		4									\$ 740.00
Land Use / Zoning Drawing				8	8		8									\$ 880.00
Airport Property Map				4	4		4									\$ 440.00
Documentation & Review Process			8	16	8		12									\$ 1,900.00
																\$ -
																\$ -
Subtotal																\$ 13,840.00

Attachment B
 Fairmont Municipal Airport
 Fairmont, Minnesota
 Airport Master Plan and Airport Layout Plan Update
Hourly Rate and Cost Breakdown

Runway Safety Area Determination																
Runway Safety Area Survey (Includes travel time)			16	16											\$ 1,760.00	
Inventory Data			8	24											\$ 1,520.00	
RSA Evaluation and Drawing			8	32			16						4		\$ 2,540.00	
															\$ -	
															\$ -	
Subtotal															\$ 5,820.00	
Exhibit A Property Map																
Property Research			16	16				8						4	\$ 2,180.00	
Exhibit A Base Map				8	8			8							\$ 880.00	
Exhibit A Existing Property Drawing				8	8			16							\$ 1,160.00	
Exhibit A Encumbrance Drawing(s)				16	8			16							\$ 1,480.00	
Exhibit A Documentation Package			8	32	16										\$ 2,400.00	
Documentation & Review Process			8	16	8			8					4		\$ 1,900.00	
															\$ -	
															\$ -	
Subtotal															\$ 10,000.00	
Grant Administration and FAA Closeout Report																
Grant Administration			16	8										40	\$ 2,840.00	
FAA Closeout Report			8	40										40	\$ 3,560.00	
DBE Plan			4	4										2	\$ 510.00	
															\$ -	
															\$ -	
Subtotal															\$ 6,910.00	
Total Hours		28	330	732	200	0	4	196	0	34	0	0	0	0	154	0
Hourly Rate		\$70.00	\$70.00	\$40.00	\$35.00	\$40.00	\$35.00	\$35.00	\$70.00	\$50.00	\$50.00	\$35.00	\$40.00	\$35.00	\$35.00	\$30.00

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	\$ 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	\$2,500
Traditional Culturalist Specialist	\$35,000
AGIS (Separate Attachment B)	\$110,462
Total Expenses	\$ 147,962.09

Overhead Rate	1.8464
Fixed Fee	15.00
Cost of Facilities	0.00

Direct Labor Total	\$ 75,430.00
Indirect Labor Total (1.8464%)	\$ 139,273.95
Direct and Indirect Labor Total	\$ 214,703.95
Fixed Fee (15%)	\$ 32,205.59
Cost of Facilities (0%)	\$ -
Subtotal	\$ 246,909.54
Travel Total	\$ 3,250.00
Specialty Expenses	\$ 147,962.09
Materials and Supplies	\$ -

Preliminary and Design Services Total Cost \$ 398,121.63

Attachment B
 Fairmont Municipal Airport
 Fairmont, MN
 FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project
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	4				8									\$ 560.00
Preparation of Subconsultant Contracts and Agreements	8					8								\$ 840.00
Scoping Meetings	4				4									\$ 420.00
														\$ -
														\$ -
Subtotal														\$ 1,820.00
Project Management														
Setup and Maintain Files	8	16			16	24								\$ 2,520.00
Project Coordination														\$ -
Team Meetings	16	4		16	8	8								\$ 2,620.00
Assist the Owner in Obtaining an Independent Fee Review	4			4										\$ 480.00
Coordination with Subconsultants	4			8										\$ 680.00
														\$ -
														\$ -
Subtotal														\$ 6,300.00
Preliminary Task Requirements														
Guide Airport through their portion of the AGIS Initial Setup / Prepare Authorization Document for AGIS Account	2			4		2								\$ 410.00
Register Project in AGIS	2													\$ 140.00
Check Status of Project Progress Through AGIS System				8										\$ 400.00
Upload Reports, Plans and Data				4										\$ 200.00
Upload Statement of Work				1										\$ 50.00
Upload Survey Quality Control Plan for Approval by NGS and FAA				1										\$ 50.00
Image Acquisition Report or Submission Tracking Information (report sent to NGS, AGIS upload tracking Information)				4										\$ 200.00
Testing of Survey File				2										\$ 100.00
Upload Survey Data				2										\$ 100.00
Upload of Final Survey Report and Supporting Files				4										\$ 200.00
														\$ -
														\$ -
Subtotal														\$ 1,850.00
Statement of Work														
Write and Develop Statement of Work	2			4										\$ 340.00
Review QA/QC Statement of Work	2			2										\$ 240.00
														\$ -
														\$ -
Subtotal														\$ 580.00
Imagery Plan														

Attachment B
 Fairmont Municipal Airport
 Fairmont, MN
 FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project
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
Review Information from Photogrammetry Firm and Review Imagery Plan	4			4		2								\$ 550.00
Acquiring Land Owner Permission	2													\$ 140.00
														\$ -
														\$ -
														\$ -
Subtotal														\$ 690.00
Survey and Quality Control Plan														
Write and Develop Survey and Quality Control Plan				4		4								\$ 340.00
Review QA/QC Survey and Quality Control Plan	4		4											\$ 560.00
														\$ -
														\$ -
														\$ -
Subtotal														\$ 900.00
Interviews														
Interview with Airport Director/Manager	2			2		2								\$ 310.00
														\$ -
														\$ -
														\$ -
Subtotal														\$ 310.00
Survey Work Plan, Safety Phasing and Survey Coordination														
Airfield Safety During Physical Survey				2	2									\$ 170.00
Field Survey Emergency Plan Development	2			2										\$ 240.00
														\$ -
														\$ -
														\$ -
Subtotal														\$ 410.00
Geodetic Control														
Survey Geodetic Control	4			8	8									\$ 960.00
Document Geodetic Control (Logs and Sketches)				8	8	4								\$ 820.00
														\$ -
														\$ -
														\$ -
Subtotal														\$ 1,780.00
PACS and SACS Recovery and Documentation														
Recover Report for PACS and SACS	4			4	4									\$ 620.00
														\$ -
														\$ -
														\$ -
Subtotal														\$ 620.00
Aerial Photography and Planimetric Mapping														
Image Acquisition Report Review (Prepared by Photogrammetry Firm, Costs located Under Reimbursement Section)														\$ -

Attachment B
 Fairmont Municipal Airport
 Fairmont, MN
 FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project
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
Aerial Target Survey	4			8	8									\$ 960.00
Network Planning and Network Calculations for Control Points				8	4									\$ 540.00
														\$ -
														\$ -
														\$ -
														\$ -
Subtotal														\$ 1,500.00
Field Survey and Feature Class Collection / Development of GIS Data														
Travel Time For Field Personnel While Field Survey Is Occurring				4	4									\$ 340.00
Field Validation Report		1												\$ 35.00
QA/QC of Field Survey & Field Data Collection	4	4		4										\$ 620.00
Airfield Light		0.1												\$ 3.50
Air Operations Area		0.1												\$ 3.50
Airport Boundary		0.1		2	2									\$ 173.50
Airport Control Point 'Runway Intersection Point		0.1		0.5	0.5									\$ 46.00
Airport Control Point 'Airport Elevation		0.1												\$ 3.50
Airport Control Point 'Center Line Perpendicular Points		0.1												\$ 3.50
Airport Control Point 'Runway Profile Points		0.1												\$ 3.50
Airport Control Point 'Touchdown Zone Elevation		0.1		0.25	0.25									\$ 24.75
Airport Control Point 'PACS & SACS		0.1		0.25	0.25									\$ 24.75
Airport Control Point 'Aerial Control		0.1												\$ 3.50
Airport Control Point 'Airport Reference Point (ARP)		0.2												\$ 7.00
Airport Parcel		0.5												\$ 17.50
Airport Sign		1												\$ 35.00
Apron		0.1												\$ 3.50
Building		1												\$ 35.00
Coordinate Grid Area		0.1												\$ 3.50
Driveway Area		0.1												\$ 3.50
Easements And Rights Of Way		1												\$ 35.00
Elevation Contour		1												\$ 35.00
Fence		0.1												\$ 3.50
Gate		0.1												\$ 3.50
Image Area		0.2												\$ 7.00
Landmark Segment		0.1												\$ 3.50
Land Use		1												\$ 35.00
Marking Area		1												\$ 35.00
Marking Line		1												\$ 35.00
Navaid Equipment		0.1		2	2									\$ 173.50
Obstacle		0.3												\$ 10.50
Obstruction Area		0.1												\$ 3.50
Obstruction Id Surface		0.1												\$ 3.50
Parking Lot		0.1												\$ 3.50
Road Segment		0.1												\$ 3.50
Roof		0.1												\$ 3.50
Runway		0.1												\$ 3.50
Runway Centerline		0.1		1	1									\$ 88.50
Runway Element		0.1												\$ 3.50

Attachment B
 Fairmont Municipal Airport
 Fairmont, MN
 FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project
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
Runway End		0.3		2	2									\$ 180.50
Runway Intersection		0.2												\$ 7.00
Runway Label		0.1												\$ 3.50
Runway Safety Area Boundary		0.1												\$ 3.50
Shoulder		0.1												\$ 3.50
Sidewalk		0.1												\$ 3.50
Tank Site		0.1												\$ 3.50
Taxiway Element		0.1												\$ 3.50
Taxiway Holding Position		0.1												\$ 3.50
Taxiway Intersection		0.1												\$ 3.50
Tower		0.1												\$ 3.50
														\$ -
														\$ -
														\$ -
Subtotal														\$ 2,200.00
Airport Airspace Analysis														
Review of -18B Airport Airspace Analysis	2	4												\$ 280.00
Part 77 Airport Airspace Analysis	2	4												\$ 280.00
														\$ -
														\$ -
														\$ -
Subtotal														\$ 560.00
Final ADIP Project Report														
Write and Develop Final Survey Report														\$ -
Review QA/QC Final Survey Report	2													\$ 140.00
														\$ -
														\$ -
														\$ -
Subtotal														\$ 140.00
ADIP Project Reports														
AGIS Status Reports: Weekly AGIS				18										\$ 900.00
														\$ -
														\$ -
														\$ -
Subtotal														\$ 900.00
Grant Administration, Grant Progress Reports and Closeout														
Billing Review Reports	4					8								\$ 560.00
Preparation of Outlays						8								\$ 280.00
Grant Status Reports - Quarterly				2		4								\$ 240.00
Grant Status Reports - Monthly				2		8								\$ 380.00
Grant Closeout	4					32								\$ 1,400.00
														\$ -
														\$ -
Subtotal														\$ 2,860.00

Attachment B
 Fairmont Municipal Airport
 Fairmont, MN
 FAA ADIP-AGIS Safety Critical - Not Including Design ALP Survey Project
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	100	48	4	152	82	114	0	0	0	0	0	0	0	
Hourly Rate	\$70.00	\$35.00	\$70.00	\$50.00	\$35.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Overhead Rate	1.8464	Direct Labor Total	\$ 23,420.00
Fixed Fee	15.00	Indirect Labor Total (1.8464%)	\$ 43,242.69
Cost of Facilities	0.00	Direct and Indirect Labor Total	\$ 66,662.69
		Fixed Fee (15%)	\$ 9,999.40
		Cost of Facilities (0%)	\$ -
		Subtotal	\$ 76,662.09

Expenses				
Air Charter		per trip @		trips
Per Diem	\$ 175.00	per day @	16	days
Vehicle Usage		per day @		days
Materials and Supplies				\$ 1,000.00
Other Expenses	Subconsultant Aerial Photography -18B and Part 77 Airspace An			\$ 30,000.00

Expenses Total \$ **33,800.00**

Aeronautical Survey Services Total Cost \$ **110,462.09**



STAFF MEMO

Prepared by: Jeff O’Neill, Interim City Administrator	Meeting Date: 2/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.3
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of Authorizing the Establishment of a Human Resources Manager Position		
Presented by: Jeff O’Neill, Interim Administrator	Action Requested: Motion to Establish the Position of Human Resources Manager and Direct the City Administrator to Initiate the Recruitment Process		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

City Council is asked to consider establishing the position of Human Resources Manager and to direct the Interim City Administrator to proceed with the recruitment and hiring process.

Currently, human resource related tasks are distributed amongst several City staff members, with Bookkeeper Lois Subbert successfully administering payroll and employee benefits as a significant share of her job. Under this proposal, a Human Resources professional will build off this solid base in providing support to the organization through personnel policy administration and employee/human resource development.

Having established a HR position for the City of Monticello, under very similar circumstances around 2009, and seeing the results, I can assure you that the City Council will be pleased with the positive impact your investment will have on the organization.

Listed below is a summary of the position’s responsibilities.

- **Hiring Process.** Centralize this process from writing job descriptions, to advertising, to organizing the interview process. This will shift responsibility for these tasks away from supervisors thus improving efficiency and consistency. Provide onboarding for new employees, getting them off to a successful start.
- **Employee Evaluation Process.** Track evaluations assuring each employee has an annual review. Provide coaching for supervisors for assuring consistent application of the evaluation format across the organization.
- **Personnel Policy Administration.** Keep policy up-to-date and provide resources necessary for consistent policy application. Provide coaching to supervisors for following the policy.
- **Employee Benefits Administration.** Assist with evaluating benefit packages.

- Stay on top of standards governing employer and provide answers to staff regarding complicated personnel management topics relating to the application of laws and standards associated with: FMLA, Sick Leave, ESST, Vacation, Comp time, Overtime, Severance, COBRA, etc.
- Oversee the Worker’s Compensation program, including investigating and processing claims, and reviewing claims for trends; identifying actions to reduce the number and severity of injuries.
- Maintenance of job description and pay equity systems to reduce reliance on consultants for Pay Equity Act compliance.
- Reduction in reliance on City Attorney or HR consultant for addressing HR issues.
- Assist with Union negotiations evaluating options and coordinating communication. Serve as a point of contact with the Union Steward.
- Suggest, organize, and implement training initiatives for individuals and the overall organization. Oversee the City’s safety program.

Should the City Council authorize the establishment and the hiring of this position, the following steps will be taken.

- A job description will be drafted. Staff will work with Abdo to ensure equitable pay based on the pay equity point system.
- The position will be posted internally to see if there is a current employee with an interest, experience, and specialized knowledge necessary to fulfil the responsibilities for the position. Given the complexity of the position, the organizational development related objectives, and the level of training and qualifications needed, it is anticipated that the position will be posted externally.

BUDGET IMPACT

Abdo will identify the points that should be assigned to this position along with the pay scale. It is anticipated that the pay scale for the Human Resources Manager position will be comparable to the Community Services Coordinator position that it will be replacing. We will have a better idea on the budget impact once we receive feedback from Abdo.

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Matthew R. York, Public Works and Utilities Director	Meeting Date: 02/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.4
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of Bolton & Menk, Inc. Task Order #2 for Blue Earth Avenue Traffic Study Analysis		
Presented by: Matthew R. York, Public Works and Utilities Director	Action Requested: Motion to approve Task Order #2 with Bolton & Menk, Inc. for Blue Earth Avenue Traffic Study Analysis		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

This project is part of the MN Statewide Transportation Improvement Program (STIP) and will be a federal aid project that must follow the Delegated Contract Process (DCP) MnDOT uses for delivering these types of projects.

City staff signed Task Order #6 in the amount of \$9,000.00 in 2023 to have Bolton & Menk begin traffic counts.

The Blue Earth Avenue Traffic Study, from Downtown Plaza to TH 15/State Street, will evaluate traffic signal improvements/changes as well as lane configurations/changes, which were previously discussed and will help substantiate the final design. This analysis will allow the City to utilize available federal/state aid funds for these specific improvements.

BUDGET IMPACT

Costs incurred are part of the CIP for Road Projects

SUPPORTING DATA/ATTACHMENTS

Task Order #2 – Blue Earth Avenue (SP 123-111-011) – Traffic Study Services

**CITY OF FAIRMONT AND BOLTON & MENK, INC.
TASK ORDER TO 2024 AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 002 – Blue Earth Avenue (SP 123-111-011) - Traffic Study Services

CLIENT: City of Fairmont

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: February 5, 2024

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: January 8, 2024

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed below that are related to the resurfacing of Blue Earth Avenue from Downtown Plaza to TH 15/State Street (SP 123-111-011) which is currently scheduled for 2025 construction. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

CONSULTANT agrees to provide professional services required for a traffic study on Blue Earth Avenue from Downtown Plaza to TH 15/State Street; herein referred to as the Project. The project includes an evaluation of the feasibility of a four to three lane conversion, a parking utilization review, a review of signal warrants, turn lanes, and traffic control, review of cross-section alternatives, and an Intersection Control Evaluation (ICE) report. The intersections to be reviewed on Blue Earth Avenue are as follows: South Park Street, South Prairie Avenue, South Grant Street, Fairview Avenue, and South State Street.

Task 1: Existing Conditions Review

Upon authorization to review the existing conditions for the Project CONSULTANT will:

1. Existing conditions review of the land usage, existing trip generation, distribution.
2. Existing conditions review of the access locations and size.
3. Review adjacent streets including functional classification, width, number of lanes, intersection configurations, posted speed limits, on-street parking, and available traffic count information.
4. Observe existing traffic operations of study roadways and intersections in the AM and PM peak hours with vehicle mix.
5. Review parking utilization analysis for existing on-street parking demand.

Task 2: Crash Review

CONSULTANT will perform the following related to the crash review phase:

1. Review and analyze MnDOT CMAT2 crashes for the study intersections including all crashes for the past 5 years and pedestrian/bicycle/fatal crashes for the past 10 years.
2. Will include crash data tables per intersection.
3. Describe details of factors, circumstances, or conditions that resulted in injury crashes.

Task 3: Proposed Improvements Review

CONSULTANT will perform the following related to the proposed improvements review phase:

1. Cross section concepts identifying proposed changes.
2. Analyze impacts to on-street parking with different cross-sections.

Task 4: Traffic Modeling

CONSULTANT will perform the following related to traffic modeling:

1. Review future traffic volume forecasts (using MnDOT historic data).
2. Perform traffic capacity analysis with Synchro / SimTraffic, reporting queues from SimTraffic for the following scenarios:
 - a. Existing conditions
 - b. Existing conditions with proposed 3-lane cross section
 - c. Future 20-year projected no-build
 - d. Future 20-year projected with 3-lane cross section.
3. Perform traffic control / geometric impact analysis for study intersections.
4. Perform warrant analysis for proposed / recommended traffic control changes.
5. Model mitigation strategies for existing and future year scenarios.

Task 5: Multimodal Review

CONSULTANT will perform the following related to multimodal review:

1. Review pedestrian / bicyclist / transit accommodations including site considerations, connectivity to facilities near the site, analyzing pedestrian crossings, and recommend potential pedestrian crossing treatments at all study intersections.

Task 6: Conclusions

CONSULTANT will perform the following related to conclusions:

1. Discuss potential concerns or modifications to the following:
 - a. Roadway / intersection safety or operations
 - b. Traffic control / geometric impacts to the streets / intersections
 - c. Pedestrian / bicyclist / transit accommodations
2. Discuss any trends in crash data.
3. Provide recommendations and attend one meeting with city staff to present results.

Additional Services

Consulting services performed other than those identified above shall be considered not part of Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures, or schedule of the project contractor.

Additional services may include:

1. Additional traffic counts beyond those already collected.
2. Traffic signal design or timing reconfiguration.
3. Other items that may be required by MnDOT beyond those stated above.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows:

TASK	DESCRIPTION	COST
1-6	Traffic Study Services	\$24,500
TOTAL (Fixed Fee)		\$24,500

In addition to the forgoing CONSULTANT shall be reimbursed at cost plus an overhead fee (not to exceed 15 percent) for the following Direct Hourly Expenses when incurred in performance of the work.

1. Client approved outside professional and technical services.
2. Other acceptable costs for such additional items and services as may be required by the CITY to fulfill the terms of this agreement.

3.0 Schedule:

Schedule for performance of services will be as follows, such that all services will be completed within 8 weeks of authorization.

Feb 2024	Staff Authorization
April 2024	Final Report and Recommendations

4.0 Deliverables:

Deliverables will be as follows:

1. Draft and Final Technical Memorandum (to be provided in an electronic pdf format).
2. One ICE Report for intersection undergoing traffic control changes, to include up to two intersections.

5.0 Term:

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT’S obligations under this Task Order or until a new Master Agreement incorporates this Task Order.

6.0 Other Matters:

None

7.0 Project Managers:

Project manager and contact information for the CLIENT and CONSULTANT for this Task Order is:

CITY OF FAIRMONT:
Matthew York, Director of Public Works/Utilities
100 Downtown Plaza
Fairmont, MN 56031
Office Phone: 507-238-3942
Email: myork@fairmont.org

BOLTON & MENK, INC.:
Wesley W. Brown, P.E.
1501 South State Street, Suite 100
Fairmont, MN 56031
Office Phone: 507-238-4738
Email: wesley.brown@bolton-menk.com

CLIENT: CITY OF FAIRMONT

CONSULTANT: BOLTON & MENK, INC.

By: _____

By: Wesley W. Brown

Printed Name: _____

Printed Name: Wesley W. Brown, P.E.

Title: _____

Title: Senior Principal Engineer

Date: _____

Date: February 5, 2024

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENTS TO THIS TASK ORDER: None



STAFF MEMO

Prepared by: Matthew R. York, Public Works and Utilities Director	Meeting Date: 02/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.5
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration to create a Bridge Replacement Priority List and Memorial Park Bridge Resolution		
Presented by: Matthew R. York, Public Works and Utilities Director	Action Requested: Motion to approve Resolution 2024-06, Creating a Bridge Replacement Priority List and authorizing the submission of applications for the Local Bridge Replacement Program (LBRP)		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

REFERENCE AND BACKGROUND

The funding source to be used for the Memorial Park Bridge project is the Local Bridge Replacement Program (LBRP) - State Transportation Funds. To be eligible for funding through this program, it is required that a Bridge Replacement Priority List is in place. The Bridge Replacement Priority List identifies bridges that are a high priority and require replacement, rehabilitation, or removal within the next five years. The only bridge that qualifies under the criteria for the City of Fairmont is the Memorial Park Bridge (Bridge Number 89381).

The Memorial Park Bridge is programmed for replacement this year. The required City share for this project is approximately \$143,000. The project has an estimated total cost of \$833,000 and LBRP funds are being requested for the remaining \$690,000.

The Local Bridge Replacement Program is financed by the passage of legislation allocating general obligation state bond and general funds. The program is administered by the MnDOT State Aid for Local Transportation Division.

BUDGET IMPACT

Without the Resolution, the City will not be able to receive Local Bridge Replacement Program (LBRP) - State Transportation Funds.

SUPPORTING DATA/ATTACHMENTS

Resolution 2024-06 - Bridge Priority List & Application for LBRP Funds

RESOLUTION NO. 2024-06

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

RESOLUTION CREATING A BRIDGE REPLACEMENT PRIORITY LIST & AUTHORIZING SUBMISSION OF APPLICATIONS FOR THE LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)

WHEREAS, the City of Fairmont has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government; and

WHEREAS, the City of Fairmont has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five years (5).

NOW, THEREFORE BE IT RESOLVED, that the bridge listed below is a high priority for replacement, major rehabilitation, or removal, and the City of Fairmont intends to replace, rehabilitate, or remove this bridge as soon as possible when funds are available.

Old Bridge No.	Road Number and Name	Crossing	LPI	Total Project Cost	Federal Funds	Local or State Aid Funds	Proposed Construction Year
89381	Memorial Park Drive	Over Center Creek	33	\$833,000	\$690,000	\$143,000	2024

BE IT FURTHER RESOLVED, the City of Fairmont does hereby request authorization to replace, rehabilitate, or remove this bridge and the City Engineer or Authorized Engineering Agent be, and hereby is, authorized to execute and submit applications for funding under the Local Bridge Replacement Program (LBRP).

PASSED, APPROVED AND ADOPTED this 12TH day of February 2024.

ATTEST:

 Lee C. Baarts, Mayor

 Patricia J. Monsen, City Clerk



STAFF MEMO

Prepared by: Jeff O’Neill, Interim City Administrator	Meeting Date: 2/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.6
Reviewed by: Jeff O’Neill, Interim Administrator	Item: Consideration of Awarding Recodification Project to American Legal Publishing		
Presented by: Jeff O’Neill, Interim Administrator	Action Requested: Motion to Award Recodification Project to American Legal Publishing in the amount of \$7,900 and Authorize Establishment of City Council/Charter Commission Work Group		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation: Charter Commission endorses the effort and establishment of a work group as described in this report.		

PREVIOUS COUNCIL ACTION

At a previous meeting of the City Council, an update was provided identifying the need to improve governance and operations through recodification of the municipal code including an examination of the City Charter for consistency with the City Ordinances and for consistency with State Statutes. The inspiration for this project is not new and has been included in the budget in previous years but never completed. From my experience, recodification is very important but tends to get pushed to the side as other priorities emerge. However, like all important housekeeping it eventually needs to get done. In my estimation, now is a good time.

REFERENCE AND BACKGROUND

A request for proposal (RFP) process has been completed yielding two candidates: Civic Plus at a cost of \$25,343 and American Legal at a cost of \$7,900. Considering the price differential, staff reviewed the RFP directly with American Legal to ensure the vendor understood the scope of the project. As a result of this inquiry and discussion, American Legal kept the quote at \$7,900. Attached is the RFP form submitted to vendors along with the response from American Legal. The RFP provides a complete review of the project goals with the short list as follows.

- Address problems identified and compiled by the City Clerk and staff over the years.
- Identify and suggest language reconciling inconsistencies within the City Code itself and inconsistencies between the City Code and the City Charter.

- Review the City Charter and Code for language that is inconsistent with State Law and suggest language reconciling the differences.
- If gaps in the current code are identified by Staff and/or City Council during this process, the vendor will provide guidance in developing new code language accordingly. Please note: the primary intent of the effort is to organize and correct issues with the current code. If new code is created, the vendor charges an additional amount based on page count. The rate per page is the same rate that formed the basis for the base quote.

City Council/Charter Commission work group. To assist in reviewing and improving the City Charter in a harmonious fashion, it is proposed that a work group be established to develop recommendations for potential City Charter modifications. It is suggested the work group be comprised of two members of the City Council, two members of the Charter Commission and two citizen members, with one appointed by the City Council and the other appointed by the Charter Commission. The focus of this work group will be to identify opportunities for improving the City Charter based on information and options provided by the vendor. In addition to identification of technical need to modify the City Charter as identified by the vendor, there very well could be ideas for improving the Charter that bubble up through the efforts of this work group. It is important to note that while the vendor will be providing a broad range of potential amendments to the city code, the work group is charged with focusing on city charter amendments and city codes affected by charter language. Ordinance analysis not pertaining to the City Charter is the purview of staff and City Council. The formation of the work group does not need to happen immediately since it will take about five-six months for the vendor to complete the initial analysis.

Please note: The Charter Commission had the opportunity to review the RFP and discussed the idea for a work group for developing ideas for modernizing the Charter in conjunction with this process and voted in **unanimous** fashion to endorse the recodification effort and work group formation as proposed.

American Legal Publishing comes highly recommended by the League of MN Cities and boasts a long list of satisfied customers, one of which is Monticello. Given the experience and track record of the company, I am highly confident that the effort will be a success. This is a project primarily administered by the City Clerk. Patty Monson will be of great help in getting the vendor off on the right foot, and Betsy Steuber will gain valuable experience early in her career as she will be a key player in coordinating the process to completion. There will be a few weeks during the process when Department Heads and Supervisors will be tasked with reviewing relevant sections in detail and meet response deadlines. It will be a challenge that I am certain will be met.

BUDGET IMPACT

This project was not included in the 2024 budget, but City staff anticipates being able to cover this cost within our Other General Government budget.

SUPPORTING DATA/ATTACHMENTS

Request for Proposals: Fairmont City Code/Charter Recodification
Proposal from American Legal Publishing

REQUEST FOR PROPOSALS
FAIRMONT CITY CODE/CHARTER

The City of Fairmont's Code of Ordinances was last published in 1987 and has been updated 49 times, most recently in 2022. The City of Fairmont is also a Home Rule Charter City. The City wishes to undertake a comprehensive review and updating of the 1987 Code of Ordinances and its Charter. The City desires to have its City Code and Charter undergo an editorial and legal review to identify conflicts, inconsistencies, and other problem areas in need of updating or correction.

Please provide a proposal for the following:

1. Examine the City's current Code of Ordinances and all ordinances or resolutions provided by the City which have been passed since the last codification and determine which materials are to be codified. The Zoning and Subdivisions ordinances shall not be included in this review, as it is currently in the process of being updated and will be incorporated by reference.
2. Classify all materials into titles, chapters and sections according to subject matter.
3. Update all provisions to reflect current statutory and case law requirements.
4. Simplify language where appropriate to provide uniformity of style and to convert to gender neutral language wherever possible.
5. Suggest new provisions which the City should consider including in the new code and delete old provisions which are no longer necessary or which might be improper or unlawful.
6. Organize the code in an easy to use manual which utilizes a numbering system that allows for the easy insertion of future ordinances.
7.
 - (a) Prepare title, chapter and section headings.
 - (b) Prepare a legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Codifier.
 - (c) Prepare an index.
8. To review language in the City's Charter and City Code to identify any conflicts or inconsistencies and prepare a list of these conflicts and inconsistencies to be presented to a work group comprised of two members of the City Council, two members of the Charter Commission, City staff and appointed citizens. This work group will be charged with the task of shaping amendment language and making recommendations to the Charter Commission and City Council accordingly. It is anticipated, but not certain, that

support from the vendor of the work of this committee will require a few on-site meetings.

9. Timely online updates and printed yearly supplements.
10. Please provide any additional information you believe would be helpful to the City in understanding your company's capabilities and processes.

The City of Fairmont's Charter and City Code may be viewed at:
https://library.municode.com/mn/fairmont/codes/code_of_ordinances

The City Code is currently serviced by MuniCode/Civic Plus.

Please send your proposal to:

Jeff O'Neill
Interim City Administrator
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031
Telephone: 507-238-3936 or 612-840-3028
Email: joneill@fairmont.org

Proposals to be submitted by: January 2, 2024

Code of Ordinances

Proposal for Fairmont, MN



League of Minnesota Cities
145 University Avenue West
St. Paul, MN 55103-2044

Aisia Davis, Esq.
Codification Attorney
(651) 281-1271



American Legal Publishing, LLC
525 Vine Street, Ste. 310
Cincinnati, OH 45202

Ray Bollhauer, Esq.
President
(800) 445-5588

**LEAGUE OF MINNESOTA CITIES
and
AMERICAN LEGAL PUBLISHING

PROPOSAL FOR FAIRMONT, MINNESOTA**

TABLE OF CONTENTS

- 1) Letter
- 2) Qualifications and Experience
Key Personnel Profile
- 3) References and League Affiliations
- 4) Proposed Agreement
- 5) Sample Code Style
- 6) Internet Services; Search & Retrieval Program
- 7) Sample Legal Report



CONNECTING & INNOVATING
SINCE 1913

December 19, 2023

Jeff O'Neil
City Manager
100 Downtown Plaza
Fairmont, MN 56031

Re: RFP City Code

Dear Mr. O'Neil:

As requested, following is the League of Minnesota Cities' proposal for publishing the City Code and Charter. As part of the League's Codification Services Program, American Legal Publishing who is the codification consultant to the League, will assist the League by performing the editorial and publishing aspects of the codification project. **The League's experience in codifying Minnesota municipal ordinances is unmatched. We currently provide codification services to over 300 Minnesota cities.**

A recodification includes incorporating new ordinances, updating the index and tables as needed, reformatting the pages into a new typestyle, including single or dual column print, and printing complete copies of the entire code book. It also includes a legal review and written report by one of our staff attorneys. The review will uncover inconsistency between sections in the code and inconsistency with the code and state statutes. Additionally, there might be some reorganization and renumbering of the code if necessary. New binders and divider tabs are included in the price. There is also the option to have us post the code on the internet in a searchable format.

In future years, new ordinances can be easily added to your code with American Legal's supplement services. And, when you need a model ordinance, simply call us; we don't charge for providing model ordinances. You can also search all codes on our internet site free of charge when you feel like looking for models yourself.

Should you have any questions about the proposal, please call us.

Sincerely,

RAY BOLLHAUER, Esq.
ALP President

(800/445-5588)
rbollhauer@amlegal.com

AISIA DAVIS, Esq.
LMC Codification Attorney

(615/281-1271)
adavis@lmc.org

If signing contract, please return to Ray at:

American Legal Publishing
525 Vine Street, Ste. 310
Cincinnati, OH 45202

2.

QUALIFICATIONS AND WORK EXPERIENCE

The League of Minnesota Cities proposes to work in conjunction with its Codification Consultant, American Legal Publishing, to perform this project for the City of Fairmont.

The League's codification attorney will assist American Legal in performing a legal review of the code. In addition, American Legal Publishing will perform the editorial and printing work for the project.

American Legal Publishing began as the codification division of the Anderson Publishing Company of Cincinnati in **1934** and became a separate corporation in 1979. Beginning in 2006, it became primarily employee-owned, and is now a Member of the International Code Council Family of Solutions.. The editorial support staff consists of over 20 experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor is a college graduate with a degree in English, Journalism, or Law. Today, American Legal serves nearly 3,400 local government clients across the nation, ranging in size from New York, Los Angeles, Philadelphia, Chicago, Dallas and Boston, to cities with populations under 500.

The League of Minnesota Cities has provided quality codification services to over 250 member cities during the last decade. This joint effort between LMC and ALP will allow your city to have the best of both worlds utilizing American Legal's codification expertise and the League's vast experience with Minnesota law and Minnesota local government.

The primary contact persons for this project will be Aisia Davis, Codification Attorney with The League of Minnesota Cities. American Legal's project coordinator will be Ray Bollhauer, President and Staff Attorney.

The only work which is subcontracted is the printing of code binders and tab dividers.



KEY PERSONNEL

LEAGUE OF MINNESOTA CITIES:

AISIA DAVIS

- B.A. Political Science & Global Studies, University of Minnesota
- J.D. New England Law School, Boston
- Serves as a League of Minnesota Cities Staff Attorney in charge of codification program.

AMERICAN LEGAL PUBLISHING:

RAY G. BOLLHAUER - PRESIDENT

- J.D., University of Cincinnati College of Law
- B.A., Economics, University of Cincinnati
- Former Trustee and Past President of local Council
- Program Coordinator for League of Minnesota Cities codification program

American Legal has 13 attorneys and 3 paralegals on staff.

REFERENCES

City of Brooklyn Park
 5200 85th Avenue N.
 Brooklyn Park, MN 55443
 Contact: Devin Montero
 City Clerk
 (763) 493-8180

City of Benson
 1410 Kansas Avenue
 Benson, MN 56215
 Contact: Val Alsaker,
 City Clerk
 (919) 894-3553

City of North Saint Paul
 2526 7th Avenue E.
 North St. Paul, MN 55109
 Contact: Jennie Kloos
 Deputy City Clerk
 (651) 748-2572

Other custom code clients: Aitkin, Amboy, Apple Valley, Arden Hills, Aurora, Austin, Avon, Babbitt, Backus, Bagley, Barnum, Battle Lake, Big Lake, Blooming Prairie, Bloomington, Braham, Brooten, Brownsville, Buhl, Byron, Cambridge, Cannon Falls, Carver County, Center City, Centerville, Chisholm, Clara City, Clarissa, Cokato, Cologne, Columbia Heights, Cook, Cosmos, Crookston, Crosby, Currie, Dassel, Dayton, Deephaven, Dilworth, Eagle Bend, East Grand Forks, Eden Valley, Elbow Lake, Elysian, Emily, Eyota, Forest Lake, Fulda, Gaylord, Gilbert, Glenwood, Good Thunder, Goodview, Grand Marais, Granite Falls, Grygla, Ham Lake, Hamburg, Hampton, Harris, Hastings, Hector, Henderson, Hinckley, Hoyt Lakes, Hutchinson, Jackson, Jenkins, Jordan, Kassota, Kasson, Keewatin, Kettle River, LaCrescent, Lafayette, Lake City, Lake Crystal, Lake Elmo, Lakefield, Lakeland, LeSueur, Lewiston, Lindstrom, Lino Lakes, Litchfield, Lonsdale, Luverne, Madelia, Madison, Madison Lake, Mahnommen, Mantorville, Mapleton, Mayer, Maynard, Menahga, Milaca, Monticello, Mora, Morristown, Motley, Mounds View, New Germany, New Prague, New York Mills, Newport, North Mankato, North Oaks, Oronoco, Ortonville, Osakis, Osseo, Owatonna, Park Rapids, Parkers Prairie, Perham, Pine River, Pipestone, Plato, Preston, Proctor, Redwood County, Redwood Falls, Robbinsdale, Rock County, Rushmore, St. Anthony, St. Bonifacius, St. Charles, St. James, St. Michael, Sandstone, Sauk Centre, Scandia, Shakopee, Shorewood, Slayton, Spicer, Spring Valley, Stacy, Stewartville, Two Harbors, Verndale, Virginia, Wabasha, Wadena, Wanamingo, Warren, Warroad, Waseca, Waseca County, Waterville, Watkins, Waverly, Wells, West St. Paul, Winnebago, Worthington, Wright County and Zumbrota.

AMERICAN LEGAL PUBLISHING

American Legal Publishing is proud of its relationship as consultants to the following organizations:

INTERNATIONAL MUNICIPAL LAWYERS ASSOCIATION (IMLA)

1110 Vermont Avenue, NW, Suite 200
Washington, DC 20005

Contact: Executive Director
(202) 466-5424

INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS (IIMC)

8331 Utica Avenue
Rancho Cucamonga, CA 91730

Contact: Executive Director
(909) 592-4462

LEAGUE OF MINNESOTA CITIES

145 University Avenue West
St. Paul, MN 55103-2044

Contact: Aisia Davis
Codification Attorney
(651) 281-1271

LEAGUE OF WISCONSIN MUNICIPALITIES

202 State Street, Suite 300
Madison, WI 53703-2215

Contact: Claire Silverman
General Counsel
(608) 267-2380

LEAGUE OF ARIZONA CITIES AND TOWNS

1820 West Washington Street
Phoenix, AZ 85007

Contact: Matt Lore,
Deputy Executive Director
(602) 258-5786

LEAGUE OF NEBRASKA MUNICIPALITIES

1335 L Street
Lincoln, NE 68508

Contact: L. Lynn Rex
Legal Counsel
(402) 476-2829

OHIO MUNICIPAL LEAGUE

175 South Third Street, Suite 510
Columbus, OH 43215

Contact: Kent Scarrett
Executive Director
(614) 221-4349

SOUTH DAKOTA MUNICIPAL LEAGUE

214 E. Capitol Avenue
Pierre, SD 57501

Contact: Yvonne Taylor
Executive Director
(605) 224-8654

NORTH CAROLINA LEAGUE OF MUNICIPALITIES

P.O. Box 3069
Raleigh, NC 27602

Contact: Kim Hibbard
General Counsel
(919) 834-1311

INDIANA ASSOCIATION OF CITIES & TOWNS

150 West Market Street
Indianapolis, IN 46204

Contact: Jodie Woods
General Counsel
(317) 237-6200

LEAGUE OF OREGON CITIES

1201 Court Street NE, Suite 302
Salem, OR 97301

Contact: Patty Mulvihill
General Counsel
(503) 588-6550

LEAGUE OF KANSAS MUNICIPALITIES

300 SW 8th Avenue
Topeka, KS 66603

Contact: Nathan Eberline
Executive Director
(785) 354-9565

4.

CODIFICATION SERVICES AGREEMENT

December 19, 2023

The City of Fairmont, Minnesota (“City”) and the League of Minnesota Cities and its codification consultant, American Legal Publishing, L.L.C., (jointly known as “Codifier”), agree as follows:

I. THE CODIFIER SHALL:

- (1) Examine the City's prior Code of Ordinances, Charter, and all ordinances or resolutions provided by the City which have been passed since the last codification, and determine which materials are to be codified. **The zoning and subdivision chapters shall be included by reference only in the new code.**
- (2) Classify all materials into titles, chapters, and sections, according to subject matter.
- (3) Simplify language where appropriate to provide uniformity of style and to convert to gender neutral language wherever possible.
- (4) Organize the code in an easy to use manual which utilizes a numbering system that allows for the easy insertion of future ordinances.
- (5)
 - (a) Prepare title, chapter, and section headings.
 - (b) Prepare a legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Codifier.
 - (c) Prepare a table of contents and sectional analysis for each chapter.
 - (d) Prepare an index (which will be created after the first draft of the Code is submitted).
- (6) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the city attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 1. Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 2. Repealed, renumbered, or obsolete state and federal statutory citations; and
 3. Apparent conflicts with prominent federal case law.
 - (b) Suggest new provisions which the City should consider including in the code, and suggest deleting old provisions which are no longer necessary.
 - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the City upon request if in possession of such models.
- (7) Within seven months of the execution of this contract and return of the code questionnaire, prior code and new ordinances by the City, submit to the City a draft of the code and then a legal report prepared by American Legal with the assistance of the League's Attorney.
- (8) When the City either returns to American Legal its answers to the legal report with any additional comments about the draft, or completes the legal conference, it shall be deemed authorization by the City to the Codifier to finish editing and publish the code in final form. Any further changes, additions, or deletions shall be made in the future supplements to the code in accordance with paragraph III (3) of this Agreement.

- (9) Within three months of receipt of authorization as indicated in paragraph (8), the Codifier will deliver 5 printed copies of the code meeting the following specifications:
 - (a) Type to be single or dual column, at the option of the City.
 - (b) Page size to be 8½” x 11”.
 - (c) All copies to be in hard leather-like covered, 3-ring, loose leaf binders. All binders shall have the City's name stamped in gold and shall contain divider tabs.
- (10) Deliver to the City a sample ordinance that can be used to adopt the new code.

II. THE CITY SHALL:

- (1) Provide clear copies of all materials necessary to perform the codification, including a copy of any previously published code of ordinances, ordinances passed since the code was last updated, and completed code questionnaire.
- (2) After receipt of the draft of the code and legal report described in paragraph I (7), the City shall have 60 days to review the draft and report and to return to the Codifier its answers to the legal report. In the alternative, if the City opts for the legal conference described in paragraph III (1), it must contact the Codifier’s Staff Attorney within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the City is unable to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the City may request that the Codifier extend the deadline in writing. The Codifier may adjust the contract price to cover any increased costs due to the City's delay, including applying a supplement editing rate to incorporate new ordinances, resolutions or changes to the code not previously provided to the Codifier within the 60 day time period - even if an extension is granted. Should the City abandon the project prior to completion, it will be billed for a total of 80% of the base price.
- (3) Pay the following sums (which can be paid over two fiscal years):
 - a) The sum of \$7,900 (plus shipping/handling) for codification, payable as follows:
 - 10% down payment due upon acceptance of this agreement;
 - 60% of the balance upon receipt of the code draft;
 - The remaining balance upon receipt of the printed code books.
- (4) The base price above is based upon a code of the following number of pages according to the format option of the City. Should the final number of code pages exceed the estimate by more than 5%, the base price will increase accordingly at the time of final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½” x 11” Single-column page	395	\$18 per page beyond 5%
8½” x 11” Dual-column page	330	\$22 per page beyond 5%

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

Choose a schedule for future updates:

Printed Book Updates: _____ annually _____ six months _____ quarterly _____ as ordinances pass

Internet Updates: _____ annually _____ six months _____ quarterly _____ as ordinances pass

OPTIONAL ONLINE SERVICES:	Price	Initial if Choosing
<p>New Ordinance List Service (Advance Legislation) <i>Ordinances not yet codified are listed with a link to the ordinances (ordinances are removed from the list once they are codified)</i></p>	<p>\$125/yr + \$10/ordinance <i>or</i> \$300/yr for unlimited ordinances</p>	
<p>New Ordinance Notification <i>Notice posted at beginning of code section with a link to ordinances that will amend that code section (ordinances are removed from code once they are codified)</i></p>	<p>\$10/ordinance linked (5 links included; \$2 per addit. link)</p>	
<p>Comprehensive Ordinance List <i>Ordinances linked to list of all ordinances codified and remain even after code is updated</i></p>	<p>\$8/ordinance if hosted on city's website, or \$10/ordinance if hosted on ALP website; additional \$50/year hosting fee with annual increase of \$15</p>	
<p>Ordinances History Links within code section histories <i>Ordinances linked in section history following a code section as new ordinances are added to the code</i></p>	<p>\$8/ordinance if hosted on city's website, or \$10/ordinance if hosted on ALP website</p>	
<p>Definition Links <i>Popup box with definition appears when hovering over a term that is defined in the code</i></p>	<p>\$75/hour</p>	
<p>Searchable desktop version <i>Searchable version of the code can be provided for desktop/ PC use offline</i></p>	<p>\$50</p>	

Archive of prior code versions and Comparing different versions <i>Prior versions of the code hosted online for research purposes, including creating a compared document</i>	Annual code updates: \$50/yr; 2 - 4 code updates per year: \$100/yr; More than 4 code updates per year: \$250/yr	
Custom Website Banner <i>Government seal or logo posted at code site</i>	\$25 for seal/logo on front page; \$100-950 for banner	

Meeting Minutes online in searchable database	Price	Initial if Choosing
Setup fee to create database	\$250	
Per page fee	\$1 per page if provided from city to ALP in electronic format such as PDF or MS Word (min. fee \$10 per update)	
Hosting fee	\$250/year + 3% increase in subsequent years	

IV. TRANSMITTAL AS OFFER:

The transmittal of this Agreement to the City is an offer by the Codifier to perform the stated services at the terms referenced within the Agreement. This offer will expire if not executed by the City by March 31, 2024, unless such date is extended in writing by the Codifier.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date(s) indicated:

CITY OF FAIRMONT, MN

LEAGUE OF MINNESOTA CITIES AND AMERICAN LEGAL PUBLISHING, L.L.C.

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

Return signed contract to:

Ray Bollhauer
American Legal Publishing
525 Vine Street, Ste. 310
Cincinnati, OH 45202

5.



1) Sample Typestyle and Formatting:

- Sample of formatted page in single column
- Sample of formatted page in dual column

Note: We recommend 12 point font size for single column printing (but 11 point is acceptable). And, we recommend 11 point font size for dual column printing. 10 point font is available, but we believe it is too small for comfortable reading. (This line is printed in 10 point font.)

2) American Legal Publishing standard numbering and organizational chart

(City can chose to use ALP's standard or retain current numbering and organization of the code)

3) Binders:

- **Ring Binders:** Most clients prefer ring binders over post for the following reasons:
 - Ring binders stay open to the page you are reading if you lay it flat on a desk (post binders tend to close up when laid open).
 - If you need to copy one page out of the code book, you can turn to just that page and remove it, while with post binders, you have to remove all of the pages in front of it to get to the page you want (and then re-insert all of them).
 - When the code is updated annually or more often, it takes much longer to insert the new pages in a post binder because you have to remove all of the pages in front of the page you want to remove (and then re-insert all of them).

CHAPTER 71: TRAFFIC REGULATIONS

Section

General Provisions

- 71.01 Speed limit in city alleys
- 71.02 Operation of motor vehicles on unpaved public or private property prohibited

Motorcycles; Motor Scooters and Motor Bikes

- 71.25 Safety helmet or headgear required
- 71.26 Operator's permit required

- 71.99 Penalty

Cross-reference:

Speed limits on designated streets, see Chapter 76, Schedule I

Citations for traffic and parking violations, see §§ 72.150 through 72.157

GENERAL PROVISIONS

§ 71.01 SPEED LIMIT IN CITY ALLEYS.

(A) For purposes of this chapter an *ALLEY* shall mean every street or way within a block, which is set apart for public use, vehicular traffic and local convenience. ('72 Code, § 34-4)

(B) No person shall drive a motor vehicle upon any alley in the city at a speed in excess of ten miles per hour. ('72 Code, § 34-5)
(Ord. 2087, passed - - ; Am. Ord. O-87-72, passed 12-23-87) Penalty, see § 71.99

§ 71.02 OPERATION OF MOTOR VEHICLES ON UNPAVED PUBLIC OR PRIVATE PROPERTY PROHIBITED.

(A) It shall be unlawful for any person to operate a motor vehicle, as defined by the Florida Uniform Traffic Control Law, F.S. Chapter 316, as may be amended from time to time, on any unpaved public property, or on any paved or unpaved shoulder of a public road.

CHAPTER 71: TRAFFIC REGULATIONS

Section

General Provisions

- 71.01 Speed limit in city alleys
- 71.02 Operation of motor vehicles on unpaved public or private property prohibited

Motorcycles; Motor Scooters and Motor Bikes

- 71.25 Safety helmet or headgear required
- 71.26 Operator's permit required
- 71.99 Penalty

Cross-reference:

Speed limits on designated streets, see Chapter 76, Schedule I
Citations for traffic and parking violations, see §§ 72.150 through 72.157

GENERAL PROVISIONS

§ 71.01 SPEED LIMIT IN CITY ALLEYS.

(A) For purposes of this chapter an **ALLEY** shall mean every street or way within a block, which is set apart for public use, vehicular traffic and local convenience. ('72 Code, § 34-4)

(B) No person shall drive a motor vehicle upon any alley in the city at a speed in excess of ten miles per hour. ('72 Code, § 34-5) (Ord. 2087, passed - - ; Am. Ord. O-87-72, passed 12-23-87) Penalty, see § 71.99

§ 71.02 OPERATION OF MOTOR VEHICLES ON UNPAVED PUBLIC OR PRIVATE PROPERTY PROHIBITED.

(A) It shall be unlawful for any person to operate a motor vehicle, as defined by the Florida Uniform Traffic Control Law, F.S. Chapter 316, as may be amended from time to time, on any unpaved public property, or on any paved or unpaved shoulder of a public road.

(B) It shall be unlawful for any person to operate a motor vehicle on any unpaved private property, not owned by the operator or his immediate family, without the express written consent of the owner, lessee, tenant or other person entitled to possession and use of such premises; said written consent to be carried on the operator's person.

(C) The foregoing provisions shall not apply to the following:

- (1) A licensed and franchised public utility in the conduct of its business;
- (2) Any federal, state or local governmental agency;
- (3) Any licensed emergency vehicle;
- (4) Any situation where such operation is necessary to avoid collision with other traffic;
- (5) Where such operation is in compliance with other laws or the directions of a law enforcement officer or official traffic-control devices. ('72 Code, § 34-13) (Ord. O-73-51, passed 6-27-73) Penalty, see § 71.99

American Legal Publishing's:

STANDARD NUMBERING SYSTEM

31.01 = Title 3, First Chapter (or referred to as Ch. 31),

STANDARD FORMAT AND ORGANIZATION

The city can retain its current organization and format or choose another that it prefers; we suggest the following organization of the code:

Municipal Officials/Officers List

Table of Contents

Charter and Charter Index

Title 1 General Provisions

Title 3 Administration Ordinances

Title 5 Public Works Ordinances

Title 7 Traffic Code Ordinances

Title 9 General Regulations Ordinances

Title 11 Business Regulations Ordinances

Title 13 General Offenses Ordinances

Title 15 Land Usage Ordinances

Table of Special Ordinances (ordinances that are included in summary form only)

Parallel Reference Tables

Index

Titles are odd numbered to allow for expansion if necessary.

Sections within a chapter are grouped in a subchapter name if appropriate and a gap of 5-10 section numbers are left for expansion within that subchapter.

Divisions within a section are as follows, with a space tab added in front of each new subdivision:

§ 31.03 DUTIES.

(A)

(B)

(1)

(2)

(a) Subdivisions rarely go beyond (A)(1)(a/b)

(b)

6.

American Legal Publishing Internet Code Features



Our online codes have the following features:

Online Features:	Many features are included in current annual hosting fee at no additional cost	Price:
PC, Tablet, Smart Phone versions	PC and Mobile Views	Included
Multiple Search formats	1. Quick Search 2. Advanced Search Template	Included
Automatic Stem Searches (finds plurals of words)	<i>Dog finds dog and dogs</i> <i>Fence finds fence, fences, fencing and fenced</i>	Included
Synonym Searches	Users can choose synonym searching: <i>Grass finds grass, turf, lawn</i> <i>Garbage finds garbage, litter, trash, rubbish</i>	Included
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter	Included
Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time	Included
Download text in multiple file choices from the web	Can download into MS Word, HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)	Included
Email links to text	Can email link to specific text in code	Included

Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked	Included
Color Graphics	Yes - if provided in color by the Municipality	Included
Static Links to specific sections can be set	Ability to set links to titles, chapter or individual sections in the code	Included
Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables	Included
Limit searches to specific sections	Use TOC feature to limit search to chapters or sections (or expand search to other municipal codes)	Included
Email notifications of code changes	Staff and the public can create a free account to receive email notifications when the code changes	Included
Annotations	Staff and the public can create a free account to create annotations	Included
Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text	Included
Translation into other languages	Apply Google Translate to the Code	Included
Search over 2,000 municipal codes	Free access to all codes we publish online; no need to subscribe to any service	Included
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number	Included
OPTIONAL SERVICES:		
New Ordinance List Service (Advance Legislation Notice)	Ordinances not yet codified listed with link to full text of ordinances (ordinances removed from list once they are codified)	
New Ordinance Notification	Notice posted at beginning of code section with link to ordinance that will amend that section (ordinances removed from code once they are codified)	
Comprehensive Ordinance List	New ordinances added to list of all ordinances codified and remain even after code is updated	

Ordinances History Links within code section histories	As new ordinances are added to the code section history list, links to the original ordinance can be set	
Definition Links	Defined terms in the code can be hyperlinked directly to their definition (See Weston, FL code)	
Archive of prior versions of code online and Comparing different versions	Prior versions of the code may be hosted online for research purposes, including creating a compared document	
Custom Website Banner	Municipal seal or logo posted at code site, or partial or complete banner from the Municipality's website can be used	

Meeting Minutes hosted online in searchable database:

Prior minutes (initial set-up of database): \$1 per page if provided from city to ALP in electronic format such as PDF or MS Word (minimum start up fee of \$250) + hosting fee

Future minutes posted at \$1 per page if provided from city to ALP in electronic format such as PDF or MS Word (minimum fee of \$10 per update) + hosting fee

Hosting Fee: \$250/year hosting fee; increases by 3% per year after third year

7. Sample

LEGAL AND EDITORIAL RESEARCH AND REPORT
STACY, MINNESOTA
AMERICAN LEGAL PUBLISHING

Introduction

These editorial notes have been created in conjunction with the preparation of a preliminary manuscript of the code of ordinances for Stacy, Minnesota, and are intended to assist in the review of the preliminary manuscript of your code. They describe editorial decisions made in creating the manuscript and provide a list of questions which need to be addressed by the city.

Please note that any questions of a legal nature contained in this report should be addressed to your City Attorney. This editorial report should not be considered as a substitute for the competent advice of your City Attorney, and we are in no way assuming the role of attorney for the city.

Upon receipt of your answers to the following notes, we will be able to complete production of your new code. Under provision II(2) of your contract, the review period (during which the city is to review the draft manuscript and respond to these notes) is **60 days** following your receipt of these notes. If the city needs additional time to respond, please contact Aimee Mercer at American Legal Publishing (amercer@amlegal.com) to discuss the city's options. There may be a charge to include ordinances adopted by the city after this 60-day review period ends.

Please remember that the draft manuscript is for review purposes only. The new code books will have tab dividers inserted before each chapter, parallel reference tables, and the index. The code pages will also be printed on both sides of each page, on white paper.

General Comments

1) We have organized the new code into the following titles with chapters, subchapters, and sections. Note that titles are designated only with odd numbers so as to accommodate maximum expansion during future supplementation:

Title I	General Provisions	Title XI	Business Regulations
Title III	Administration	Title XIII	General Offenses
Title V	Public Works	Title XV	Land Usage
Title VII	Traffic Code		Table of Special Ordinances
Title IX	General Regulations		

- 2) Definitions and rules of construction contained in Title I will not be repeated throughout the code unless a variation of the definition or rule applies to a particular code provision.
- 3) Severability provisions throughout the code have been eliminated, as they are covered by the severability provisions of § 10.06.
- 4) A simplified penalty reference ("Penalty, see § . . .") has been placed in a separate line at the end of the text of each section, where appropriate.
- 5) As histories for the code sections, we have listed the specific number and passage date of the original ordinance and any amending ordinances. Example: (Ord. 19, passed 1-1-60; Am. Ord. 20, passed 1-1-70; Am. Ord. 30, passed 1-1-80).

- 6) An M.S. cite included in the history indicates that the text of the section reads either verbatim or substantially the same as the statute. Example: (M.S. § 13.01) (Ord. 10, passed 1-17-80; Am. Ord. 20, passed 1-1-85). An M.S. cite set forth as a “statutory reference” following the text of the section indicates that the reader should refer to that statute for further information. Example:

§ 39.10 PUBLIC RECORDS AVAILABLE.

The city shall make available to any person for inspection or copying all public records, unless otherwise exempted by state law.

Statutory reference:

For provisions concerning the inspection of public records, see M.S. § 13.01 et seq.

- 7) To determine the disposition of codified ordinances, please see the Parallel Reference table near the end of the draft manuscript. This table specifies the section(s) of the code in which each ordinance is codified. Please keep in mind that only current ordinances of a general and permanent nature are codified. Ordinances which are special or temporary in nature are not codified. Ordinances which have been repealed, superseded, or are otherwise obsolete are also not codified. In some instances, we substituted Minnesota Basic Code models for local legislation; each of those instances are noted later in this report.
- 8) Note that the titles in your new code are separately paginated, for ease of supplementation. If, for example, the city adds material to Title III during a supplement, then the page numbers in Title III will shift accordingly. The page numbers in the remaining titles (V through XV) will not shift, because they have self-contained pagination. Because the city will pay a charge per changed page in supplementation, this style of pagination will actually save the city money. If someone is concerned about ability to locate material quickly, please remember that the final product will have tabbed dividers before each title, clearly marked with the name of that title.
- 9) In order to complete your new code, we require the following items from the city:
 - a) Responses to this report, which may be marked directly on this report;
 - b) A copy of each new ordinance passed since the last one included in the draft manuscript (which is listed on the front cover of the blue draft manuscript); and
 - c) Any other changes the city may wish to make, which may be marked directly on the blue draft manuscript or on a separate sheet of paper.
- 10) After your new code is completed and adopted, additional changes can be made by ordinance at any time. We recommend that each time a new ordinance is passed, the city routinely send a copy to American Legal Publishing (at the address listed on the first page of this report). Ordinances will be kept on file, and the city may request that supplement pages be issued at any time. We suggest that your new code be updated at least annually.

Responses

Research and analysis

GENERAL COMMENTS



Responses

Research and analysis

- 11) Many municipalities insert prior to the actual code sections a page acknowledging the current officials of the municipality. If you desire such an acknowledgment, the responses to this report should include a current list of the any officials the city wants to include. Should such an acknowledgment page be added to the code?
- 12) The base price will be adjusted according to Contract provision II(4) if the code is shorter or longer. The current page count of the draft manuscript is 326 pages. The index will add approximately 30 - 40 pages. Please also keep in mind that adding or deleting provisions in your code (such as Basic Code models recommended in this report) may affect the final page count.

The city made a down payment of \$500. After you receive this report, the city will be billed for 60% of the remaining balance. The remaining amount will be due when the code is completed and the city receives its new code books.

- 13) Copies of state laws, session laws, and rules may be easily obtained through the internet at the following link: <http://www.let.state.mn.us/leg/statutes.htm>
- 14) Whenever a statute or rule is cited, after the citation the words, "as it may be amended from time to time," has been added in your code. Under M. S. § 471.62, which authorizes cities to adopt laws and rules by reference, there is some controversy over whether, when a rule or law is referenced or adopted in an ordinance or code, future amendments to the law or rule are or can also be included. The Attorney General is of the opinion that future amendments to laws and rules cannot be adopted by reference because at the point of time when an ordinance is enacted or a code is adopted, the governing body has no knowledge what future amendments to state laws and rules will be.

However, in drafting codes, the Minnesota League recommends including the language "as they may be amended from time to time" after a citation to a statute or rule to at least attempt to include future amendments in the adoption of a law or rule by reference. Please note that even including this language may not be effective to adopt future amendments to laws and rules.

The League further recommends that each year after the legislative session the city should adopt a brief ordinance stating that: "Any amendments to a rule or statute adopted by reference in the city code shall be included by reference in the code as if the amended statute or rule had been in existence at the time the code was adopted." The above phrase has been inserted in your draft code as § 10.19 as well.

TITLE I: GENERAL PROVISIONS

*Responses**Research and analysis*

- 15) Chapter 10: General Provisions. The purpose of this chapter is to reduce duplication and create consistency throughout the code. To this end, we have replaced obsolete and repetitive ordinance sections with comprehensive, general code provisions, most of which are self-explanatory in nature and need no particular comment; however, we ask that you review the chapter and advise if anything is unclear or unsatisfactory.

TITLE III: ADMINISTRATION

- 16) § 30.01 Meetings. Division (B) of this section cites M.S. § 471.705, which was repealed and replaced with M.S. § 13D.04. We will correct this citation accordingly. Is this acceptable?
- 17) § 30.09 Salaries of Mayor and Council members. Most municipalities do not include specific salary amounts in their codes, because this information is internal and administrative in nature, and subject to frequent change. We suggest replacing this section with the below model, referring to your salary legislation and the authorizing statute. Do you wish to make this revision?

COMPENSATION OF MAYOR AND COUNCIL MEMBERS.

The compensation of the Mayor and the compensation of each Council Member shall be established from time to time by City Council ordinance pursuant to M.S. § 415.11, as it may be amended from time to time.

- 18) Chapter 33: Emergency Management. Please note that this chapter is a model chapter from the Minnesota Basic Code. It replaces the city's prior legislation regarding civil defense, which appeared dated and perhaps obsolete. Please review this model chapter to verify that it meets your city's current needs. Unless otherwise instructed, we will retain this model chapter as presently edited.

TITLE V: PUBLIC WORKS

- 19) Chapter 52: Sanitary Sewer System. Please review this chapter to verify that it reflects current city practices and procedures. It appears to be derived from older legislation, as evidenced in some of the cited documents (see, for example, § 52.01, referring to a 1972 Standards of Industrial Classification Manual). You may specify any revisions you wish to make to this chapter. Unless otherwise instructed, we will retain this chapter as presently edited.

TITLE VII: TRAFFIC CODE

- 20) § 73.07 Uses specifically prohibited. Division (A)(1) of this section cites M.S. § 169.211, which does not exist. The correct citation appears to be M.S. § 169A.03. We will replace this citation accordingly. Is this acceptable?

TITLE IX: GENERAL REGULATIONS

- 21) § 91.12 Rules adopted by reference. This section cites Minn. Rules parts 7005.0705 to 7005.0805, which are repealed. Please find enclosed MBC §§ 92.60 - 92.70, Open Burning. We suggest replacing your current §§ 91.01 - 91.12 with the enclosed models. Do you wish to make this revision?
- 22) Ch. 92: Animals. Please find enclosed a copy of MBC Ch. 91: Animals. The enclosed model appears to address current issues more comprehensively than your prior code provisions. For example, the enclosed includes barking dog provisions, drafted in compliance with state case law requiring a specific time definition for nuisance barking. Please also note that the enclosed model provisions regarding animals running at large eliminate the often-used excuse that the animal, “just got away from me; I didn’t permit it to run at large.” Do you wish to replace your current Ch. 92 with the enclosed MBC model?
- 23) § 93.09 Assessment. This section cites M.S. § 429.01, which was repealed and replaced with M.S. § 429.011. We believe, however, that it would be better to cite to the entire authorizing chapter, and will revise this citation to read, “M.S. Ch. 429.” Is this acceptable?
- 24) § 95.03 Public nuisances affecting morals and decency. Since limited gambling is now authorized under state law, we suggest revising division (A) of this section to read, “All gambling devices, slot machines, and punch boards, except as otherwise authorized by federal, state, or local law.” Do you wish to make this revision?

TITLE XI: BUSINESS REGULATIONS

- 25) Chapter 112: Alcoholic Beverages. Some provisions in this chapter appear outdated or refer to repealed statutes, as below noted. We have enclosed for your reference a copy of the MBC Chapter 112: Alcoholic Beverages. The enclosed is for your review and use if you should decide to revise your current alcoholic beverages provisions. Please specify any changes you wish to make to this chapter. Unless otherwise instructed, we will retain this chapter as presently edited, with the exception of updating statutes as below noted.
- 26) § 112.053 Suspension and revocation. This section cites M.S. §§ 15.0418 to 15.0426. These sections, for the most part, were renumbered M.S. §§ 14.57 - 14.69. (Some text was not renumbered; please refer to M.S. Ch. 14 for details.) We will replace this citation accordingly. Is this acceptable?
- 27) § 112.074 Suspension and revocation. Division (A) of this section cites M.S. § 14.70, which was repealed in 1983. We will update this citation by revising it to read, “M.S. §§ 14.57 to 14.69.” Is this acceptable?

- 28) Please note that our editors did not include Ord. 61, entitled, “An order Prohibiting the Presence of Intemperate Drinkers and Drunkards in the Stacy Municipal Liquor Dispensary.” Should this legislation be added to Ch. 112?
- 29) Chapter 113: Gambling. We were unsure of the age of this legislation. Parts of it appear obsolete. (See, for example, the next note regarding a statutory citation.) We suggest you review the League’s research memorandum, *Lawful Gambling*, available in the Library section of the League’s website, www.lmnc.org. Please specify any changes you wish to make to this chapter. Unless otherwise instructed, we will retain these provisions as presently edited.
- 30) § 113.01 Lawful gambling permitted. This section cites M.S. § 349.12, subd. 2, for the definition of “lawful gambling.” However, the term is actually defined in subd. 24 of M.S. § 349.12. We will correct this citation accordingly. Is this acceptable?

TITLE XIII: GENERAL OFFENSES

- 31) § 130.02 Curfews. Division (B) of this section cites M.S. § 260.015, subd. 9, which is repealed. Please also note that prevailing case law holds that an ordinance which prohibits any minor under the age of 18 from being on the streets during restrictive hours unless accompanied by a person over 18 is invalid under the U.S. Constitution for being overbroad, because it prohibits return from employment or attendance at religious or social activities which are a part of the growing-up process. See, for example, *Johnson v. City of Opelousas*, 658 F.2d 1065 (5th Cir. 1981). This section does not appear to provide such constitutionally-required exceptions to the curfew imposed.

Please find enclosed for your reference a copy of the MBC Title XIII, which includes a model curfew section (§ 130.03). We recommend replacing this section with the enclosed model curfew section. Do you wish to make this revision?

TITLE XV: LAND USAGE

- 32) Title XV: Land Usage. Enclosed for your reference is a copy of the League’s research memorandum, *Common Mistakes in Land Use Ordinances*. We suggest the city refer to the enclosed while reviewing your land use regulations. Please especially note that the 60 day rule, which is explained briefly in the enclosed (point #1), applies to the process of issuing permits. The zoning administrator should be familiar with this law and ensure that decisions are made within its framework. The courts apply this law very strictly against cities and counties.

- 33) § 150.01 Building Code.
- a) Please find enclosed for your reference a model provision from the Minnesota Basic Code. The state adopted a new building code in March of 2003, and the enclosed model provision is the ordinance the state recommends cities use for its adoption. If you decide to use the enclosed model, your building official should assist the city in completing the blanks. Do you wish to replace your current section with the enclosed model?
 - b) Division (D) of this section cites M.S. § 16B.775, which does not exist. We believe the correct citation should be, "... pursuant to M.S. §§ 16B.59 through 16B.875...." Should we revise this citation accordingly?
 - c) Division (D)(1) contains a list of adopted codes. Please review the list to verify that it accurately reflects what the city is enforcing. Unless otherwise instructed, we will retain this list as presently edited, with the exception of updating citations to repealed and replaced rules as below noted. Is this acceptable?
 - d) Division (D)(1)(a) cites Minn. Rules Ch. 1313, which was repealed and replaced with Minn. Rules Ch. 1315. We will update this citation accordingly. Is this acceptable?
- 34) Chapter 151: Subdivision Regulations. This chapter contains forms which refer to the year 19___. Do you wish to revise these to 20___ ?
- 35) § 151.02 Purpose. This section cites M.S. § 62.358, which does not exist. It appears that this may have been a clerical error, the correct cite being M.S. § 462.358. We will replace this citation accordingly. Is this acceptable?
- 36) § 153.008 Street lighting standards. This ordinance contained text which directed the city to adopt residential standards. We have retained and highlighted this text for your review, as it is not the type of material usually included in a code. Should we delete this text from your code?
- 37) § 153.031 Accessory buildings and structures. Division (F) of this section had handwritten text in the margin: "... if 120 sq ft or less then no permit necessary." If we should revise this section to reflect this handwritten text, please specify exactly how this section should read. Unless otherwise instructed, we will retain this section as presently edited.
- 38) § 153.032 Fence requirements. We received part (last page only) of an ordinance placed between the pages of your code. The ordinance was passed 9-14-93. We edited the part we received (Subd. 6, permits) into this section as division (F). Please specify any changes or deletions we should make to this section. If you wish to include the entire ordinance, please send a complete copy with your responses to this report.

- 39) § 153.070 Roadside standards. This section had the following handwritten text in the margin: "... county row is 50ft no of 19 + 75 ft south of 19. Take row plus 60 for setback." If we should revise this section to reflect this handwritten text, please specify exactly how this section should read. Unless otherwise instructed, we will retain this section as presently edited.
- 40) §§ 153.095 - 153.099 Signs. As a general note, the City Attorney should probably review the sign regulations in light of the following case law. The following is not meant to be all-inclusive list of case law concerning signs; rather, these issues are common problem areas, both in theory and practice. We especially recommend that the City Attorney closely examine any content-based regulations, particularly relating to political signs and commercial signs. In the meantime, unless otherwise directed, we will make no revisions to your sign regulations.
- a) A resident should not be restricted from displaying both election and non-election political yard signs of reasonable size on a front lawn or window. *City of Ladue v. Gilleo*, 114 S. Ct. 2038 (1994).
 - b) Regulations on election political signs has been held to be an unconstitutional content-based restriction when no provisions have been made for non-election political signs. *City of Ladue v. Gilleo*, 114 S. Ct. 2038 (1994); *McCormack v. Township of Clinton*, 872 F. Supp. 1320 (D. N.J. 1994); *Collier v. City of Tacoma*, 854 P.2d 1046 (Wash. 1993).
 - c) Durational limits for temporary political signs tied to a specific election violate the First Amendment when applied to prohibit a person from posting on their own private property a political sign outside of the durational period set by the ordinance. *Painesville Bldg. Dept. v. Dworken & Berstein Co., L.P.A.*, 733 N.E.2d 1152 (Ohio 2000).
 - d) Restricting advertising to the product sold (or to the business conducted on the premises) and excluding all non-commercial messages violates the First Amendment. *Norton Outdoor Advertising, Inc. v. Village of Arlington Heights*, 433 N.E.2d 198 (Ohio 1982).
 - e) Imposing a fee or a cash bond for political signs and limiting the number of political signs may be unconstitutional. *Verrilli v. Concord*, 548 F.2d 262 (9th Cir. 1977); *Whitton v. City of Gladstone, Mo.*, 54 F.3d 1400 (8th Cir. 1995); *Arlington County Republican Committee v. Arlington County Virginia*, 983 F.2d 587 (4th Cir. 1993); Mcquillin, *Municipal Corporations* § 24.446.10.
- 41) § 153.136 Action requiring environmental assessment worksheets. Division (B)(4) of this section cites M.S. § 105.485, which was repealed in 1990. It appears the correct replacement citation is M.S. § 103F.205. We will revise this citation accordingly. Is this acceptable?

42) § 153.191 Moratorium. We were unsure whether this section was intended to be included in this chapter, or intended as a temporary measure that has not been extended. Should we delete this section from your code??

Editorial report prepared by:
Staff Attorney