



CITY COUNCIL AGENDA

Monday, August 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 Fairmont Police Department Completion of Peace Officer Accredited Training OnLine (PATROL) for the 2023 Renewal Period (4)
5. **Public Discussion/Comment** (Individual comments are limited to 3 minutes) (7)
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 to Approve the City Council Minutes from the Special Meeting on July 22, 2024 (8)
 - 6.A.2 Consideration to Approve the City Council Minutes from the Regular Meeting on July 22, 2024 (11)
 - 6.A.3 Consideration to Approve the City Council Minutes from the Special Meeting on July 23, 2024 (18)
 - B. **Check Registers**
 - C. **Other**
 - 6.C.1 Consideration of an Event Permit for Scrimmagefest sponsored by Fairmont Soccer Association on August 17, 2024 (22)
 - 6.C.2 Consideration of an Event Permit for a Church Service sponsored by Shepherd of the Lakes Lutheran Church on August 25, 2024 (25)
 - 6.C.3 Consideration of Temporary On-Sale Liquor Licenses for the Martin County Preservation Association, dba Red Rock Center, for September 7, October 19, and December 20, 2024 (28)

- 6.C.4 Consideration of an Event Permit for an Elopement Ceremony (32)
by Courtney Waters at Lincoln Park on September 1, 2024
- 6.C.5 Consideration of a One-Year Service Agreement with BevComm, (35)
Inc.
- 6.C.6 Consideration to Replace a Bearing and Seal for Fire Department (43)
Ladder Truck #8

7. Public Hearings

- 7.1 Public Hearing and Second Reading of Consideration to Adopt (46)
Ordinance No. 2024-02: An Interim Ordinance of the City of
Fairmont, Minnesota Prohibiting the Operation of Cannabis
Businesses within the City and Establishing a Study Period
Pursuant to MS § 342.13(e)

8. Old Business

- 8.1 Consideration to Convert Maple Street to a One-Way Street (52)

9. New Business

A. Public Works/Utilities

- 9.A.1 Consideration of Bids for the Biosolids and UV Project at the (55)
Wastewater Treatment Plant
- 9.A.2 Consideration of Task Order #5 with Bolton and Menk for (59)
Construction Management Service for the Biosolids and
UV Project at the Wastewater Treatment Plant
- 9.A.3 Consideration of Bids for the Ground Storage Reservoir (69)
Reconstruction Project at the West Side/Industrial Park Location
- 9.A.4 Consideration of Task Order #6 for Construction Management (73)
Services with Bolton and Menk, Inc. for the Ground Reservoir
Project
- 9.A.5 Consideration of a Hanger Area Taxi Lane and Apron Grant (83)
Amendment with the FAA
- 9.A.6 Consideration to Reconstruct Taxiway A Lighting – Phase 1: (139)
Design Grant Agreement with the FAA
- 9.A.7 Consideration to Schedule a Council Workshop (191)

10. Council Discussion

- 10.1** Consider Sale of City Portion of the Ice Arena (192)
- 10.2** Set up Meeting with FACC to Discuss Funding (193)
- 10.3** Chief of Police to Remain Until Council Chamber is Empty of Council (194)

11. Staff/Liaison Reports

A. Public Works

B. Finance

C. City Administrator

D. Mayor/Council

Please report on any meetings you recently attended and community information you wish to share with Council and the Public.

Hasek– PUC

Kawecki

Lubenow – HRA

Maynard – FEDA

Miller – FEDA, CER

Baarts

12. Adjournment



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 08/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 4.1
Reviewed by: Matt Skaret, Administrator	Item: Presentation to the Fairmont Police Department for a Certificate of Enrollment and Completion of their Peace officer Accredited Training OnLine (PATROL) for the 2023 Renewal Period		
Presented by: Matt Skaret, 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:		

REFERENCE AND BACKGROUND

Mayor Baarts will present a Certificate of Completion to the Fairmont Police Department for their enrollment and completion of their Peace officer Accredited Training OnLine (PATROL) for the 2023 renewal period, signifying an active commitment to continuing education for peace officers in the department and across Minnesota.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Letter and Certificate of Completion



April 11, 2024

To our valued PATROL members,

Congratulations on a job well done. This packet is in recognition of your agency's achievements in PATROL—Peace officer Accredited TRaining OnLine.

In 2023, nearly 400 agencies across Minnesota participated in PATROL — earning accreditation in these important categories:

- Use of force
- Autism
- Crisis intervention/mental illness crisis
- Conflict management and mediation
- Implicit bias, community diversity, and cultural differences
- OSHA standards
- Critical knowledge
- Management and leadership

Access to PATROL ensures officers can earn POST credits, meet industry mandates, and master important learning objectives at their own pace.

By enrolling in PATROL, your department contributes to our ongoing efforts to provide local law enforcement agencies with state-specific training, helping officers stay current on Minnesota legal issues and case law.

We want to recognize your department for taking an active role in providing quality continuing education for peace officers in your department. Enclosed you will find a certificate and challenge coin acknowledging your department's participation in PATROL.

It has been an honor to work with your department. If you have any questions or feedback regarding PATROL programming, please don't hesitate to reach out to me.

With appreciation,

A handwritten signature in black ink that reads 'Ashley Edwardson'.

Ashley Edwardson
PATROL Coordinator – League of Minnesota Cities
patrol@lmc.org | (651) 281-1268



CERTIFICATE OF COMPLETION

Presented to :

Fairmont PD

This certifies that this department enrolled and completed their Peace officer Accredited Training OnLine (PATROL) for the 2023 renewal period, signifying an active commitment to continuing education for peace officers in the department and across Minnesota.

Ashley Edwardson

Ashley Edwardson - PATROL Coordinator

April 16, 2024

Date

Thank you to our partners:





STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 08/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 5
Reviewed by: Matt Skaret, Administrator	Item: Public Discussion/Comment		
Presented by: Betsy Steuber, City Clerk	Action Requested:		
Vote Required: <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

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

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 08/12/2024	<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: Matt Skaret, Administrator	Item: Consideration to Approve the City Council Minutes from the Special Meeting held July 22, 2024		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to approve the City Council Meeting Minutes from the Special Meeting held July 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:		

REFERENCE AND BACKGROUND

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes: Special Meeting, Monday, July 22, 2024

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

City Council Minutes
Special Meeting: Closed Session

July 22, 2024
City Hall, 4:30 p.m.

CALL TO ORDER

The Fairmont City Council met in special session at Fairmont City Hall in the Second Floor Conference Room. Mayor Baarts called the meeting to order at 4:30 p.m.

ROLL CALL

Council present: Lee Baarts, Mayor
Wayne Hasek, Councilmember
Britney Kawecki, Councilmember
Randy Lubenow, Councilmember
Michele Miller, Councilmember
Jay Maynard, Councilmember

Staff present: Matt Skaret, City Administrator
Paul Hoye, Finance Director
Matthew York, Director of Public Works/Utilities
Betsy Steuber, City Clerk

Also present: Joseph Neubauer, League of Minnesota Cities
Claims Adjustor
James Thompson, Kennedy & Graven Attorney
(remote: visual & audio)

CLOSED SESSION

Mayor Baarts stated the agenda items for this special closed meeting was to engage in confidential attorney-client communications and litigation strategy related to the Local Option Sales Tax (LOST) Litigation and Appeal, recently filed by the Fairmont Taxpayer Coalition. The legal basis to close the meeting is pursuant to Minnesota Statute § 13D.05, subdivision. 3(b), under the attorney/client privilege exception to the Minnesota Open Meeting Law. The City's needs for confidentiality outweighs the purposes served by the open meeting law. Motion made by Councilmember Maynard, seconded by Councilmember Lubenow to close the meeting pursuant to Minn. Stat. § 13D.05, subd. 3(b), to conduct a closed session pursuant to the attorney-client privilege to engage in confidential attorney-client communications and litigation strategy related to the Local Option Sales Tax (LOST) Litigation and Appeal.

All present voted in favor. Motion carried. The Council went into closed session at 4:33 p.m.

Mr. James Thompson, attorney with Kennedy and Graven, and Joseph Neubauer, Claims Adjustor at the League of Minnesota Cities, provided an overview to Council regarding the status of the Local Option Sales Tax (LOST) litigation and appeal.

OPEN SESSION

Mayor Baarts declared the meeting open at 4:59 p.m.

ADJOURNMENT

Motion was made by Councilmember Maynard, seconded by Councilmember Lubenow, to adjourn the special meeting, as there was no further business to come before the Council. All present voted in favor. Motion carried. The Fairmont City Council adjourned at 4:59 p.m.

Lee C. Baarts, Mayor

ATTEST:

Betsy Steuber, City Clerk



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 08/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.A.2
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Approve the City Council Minutes from the Regular Meeting held July 22, 2024		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to approve the City Council Meeting Minutes from the Regular Meeting held July 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:		

REFERENCE AND BACKGROUND

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes: Regular Meeting, Monday, July 22, 2024

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

City Council Minutes
Regular Meeting

July 22, 2024
City Hall, 5:30 p.m.

CALL TO ORDER

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

ROLL CALL

Council present: Lee Baarts, Mayor
 Wayne Hasek, Councilmember
 Britney Kawecki, Councilmember
 Randy Lubenow, Councilmember
 Jay Maynard, Councilmember
 Michele Miller, Councilmember

Absent: None

Staff present: Matt Skaret, City Administrator
 Matthew York, Director of Public Works/Utilities
 Michael Hunter, Chief of Police
 Paul Hoyer, Finance Director
 Hannah Neusch, Water Resources Technician
 Betsy Steuber, City Clerk
 Cara Brown, City Attorney, via telephone
 (Flaherty & Hood)
 Troy Nemmers, Bolton & Menk (Contracted Services)
 Wes Brown, Bolton & Menk (Contracted Services)

**PLEDGE OF
ALLEGIANCE**

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

**APPROVAL OF
AGENDA**

Motion was made by Councilmember Hasek, seconded by Councilmember Miller to approve the agenda as presented; Councilmember Hasek, Kawecki, Lubenow, Maynard, and Miller voted in favor; Motion carried.

ROTATING VOTES

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

**RECOGNITION/
PRESENTATIONS**

Hannah Neusch, Water Resources Technician, presented on the City’s Stormwater Management Program and Stormwater Pollution Prevention Plan, as required under our Small Municipal Separate Storm Sewer Systems (MS4) General Permit.

Water Resources Technician Neusch provided a summary on the Aquatic Invasive Species (AIS) Task Force meeting she attended on July 9, 2024.

Finance Director Hoye presented the 2024 Semi-Annual Investment report.

**PUBLIC DISCUSSION/
COMMENT**

Brittany Hartman, resident of Martin County and Executive Director of Visit Fairmont, provided input to Council on how lodging tax, if required of Airbnb’s and VRBO’s, would aid Visit Fairmont and add funding for travel and tourism in our community.

Jason Subbert, resident of Fairmont, Fairmont Hotel Innkeeper, and board member of the Minnesota Lodging Association, expressed support of the Lodging Tax Ordinance to include Airbnb and VRBO rentals. Mr. Subbert presented resources and examples for Council to examine when updating said ordinance.

CONSENT AGENDA

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

- Minutes from the July 8, 2024 Regular City Council Meeting
- Accounts Payable for July 2024
- An Event Permit for Extreme Tour 2024 hosted by Godis4U! Ministries and Jamie Kueker on August 7, 2024
- An Event Permit for Music in Lincoln Park sponsored by Red Rock Center for the Arts on July 27, 2024
- An Event Permit for a Green Plains Employee Event hosted by Green Plains of Fairmont on August 17, 2024
- An Event Permit for a Disc Golf Tournament sponsored by Cedar Creek Disc Golf Association from August 15 – August 18, 2024
- An Event Permit for a Sip & Shop Event sponsored by Fairmont Area Chamber of Commerce on September 12, 2024
- A Temporary On-Sale Liquor License for the Fairmont Area Chamber of Commerce Sip & Shop Event on September 12, 2024
- An Event Permit for Fairmont Night Out sponsored by Fairmont Police Department on August 6, 2024
- An Event Permit for the Fairmont Police Department Chief’s Challenge on August 28, 2024

Motion was made by Councilmember Hasek, seconded by Councilmember Miller to approve the consent agenda. All present voted in favor. Motion carried.

**OLD BUSINESS
MOTION
Item 8.1**

Administrator Skaret introduced the second reading of proposed Ordinance 2024-01: Rural and Urban Service Districts. Councilmember Kawecki stated she would like Council to review Rural and Urban Service Districts within the next three months. Motion was made by Councilmember Maynard, seconded by Councilmember Miller to approve Ordinance 2024-01: Rural and Urban Service Districts. All present voted in favor. Motion carried.

**NEW BUSINESS
MOTION
Item 9.1**

Public Works/Utilities Director York stated during the time of the Gomsrud Channel Project, several issues arose. Due to the unknown location/depth of underground utility services, exploratory excavation had to be conducted. This resulted in additional bracing for the sheet piles, as they could not be installed as planned. Additional concrete was required for the temporary easement, resulting in an overrun in the concrete line-item of the project and a portion of a split rail fence was replaced. While there was a \$30,000 deduction in the project due to utilizing existing site material, a change order in the amount of \$35,972 for exploratory excavation and construction materials (bracing, concrete, and fencing). Director York stated this change order would close out this project. Motion was made by Councilmember Maynard, seconded by Councilmember Miller to approve Change Order #1 for the Gomsrud Channel Project in the amount of \$35,972 with ICON Constructors, LLC. All present voted in favor. Motion carried.

**MOTION
Item 9.2**

Public Works/Utilities Director York presented quotes regarding screening and removal of materials at the yard waste site. Quotes presented were as follows:

Mid-Minnesota \$2.952/cu yard (screening only)
Erosion Control Plus \$4.50/cu yard (screening and removal)

To better compare said quotes, the City sought out Beemer Companies to provide a quote for removal services. Their quote was as follows:

Beemer Companies \$12.00/cu yard (removal only)

While staff recommended utilizing Erosion Control Plus for screening and removal not to exceed \$60,000, Council held discussion and several members posed questions on overall site clean-up, clean-up charges and quotes received from prior vendor Rosburg Construction. Councilmember Kawecki made a motion to table agenda item 9.2 until a quote is obtained from Rosburg Construction. Councilmember Lubenow seconded the motion and moved to amend the motion to table agenda item 9.2

and go out for RFP. Councilmember Hasek, Kawecki, Lubenow, and Miller voted in favor; Councilmember Maynard voted against. Motion carried.

**MOTION
Item 9.3**

Motion was made by Councilmember Kawecki, seconded by Councilmember Lubenow to table agenda item 9.3 and go out for RFP for a complete yard waste site clean-up. Councilmember Hasek, Kawecki, Lubenow, and Miller voted in favor; Councilmember Maynard voted against. Motion carried.

**RESOLUTION 2024-26
Item 9.4**

Administrator Skaret introduced Resolution 2024-26, a resolution adopting a data practices policy and appointing a responsible authority. Motion was made by Councilmember Maynard, seconded by Councilmember Miller to approve Resolution 2024-26: Adopting a Data Practices Policy and Appointing a Responsible Authority. All present voted in favor. Motion carried.

**MOTION
Item 9.5**

Mayor Baarts introduced the Gomsrud Park – North Parking Lot agenda item. Director York stated a bid opening was held on July 16, 2024, with bids received from OMG Midwest Inc. and M.R. Paving & Excavating. Bids were received and broken down as follows:

	Parking Lot/Ramp	Asphalt Trails	Concrete Trails	Total Cost without Trails	Total Cost with Trails Asphalt	Total Cost with Trails Concrete
OMG Midwest Inc.	\$944,416.70	\$201,725.75	\$267,608.25	\$944,416.70	\$1,146,142.45	\$1,212,024.95
M.R. Paving and Excavating	\$974,484.58	\$192,533.07	\$245,112.72	\$974,484.58	\$1,167,017.65	\$1,219,597.30
Engineers Estimate	\$726,229.00	\$129,593.00	\$174,718.00	\$726,229.00	\$855,822.00	\$900,947.00

Director York provided a brief overview to Council on the various bid options, stating the budget for this project is \$1,060,000. Motion was made by Councilmember Maynard, seconded by Councilmember Miller to reject bids and direct staff to rebid this fall for a summer project, beginning approximately July 7, 2025. All present voted in favor. Motion carried.

**MOTION
Item 9.6**

Administrator Skaret introduced a Cannabis Businesses Interim Ordinance to establish a Moratorium on cannabis businesses until January 1, 2025. Attorney Brown with Flaherty and Hood addressed the Council and answered questions on said subject matter. Motion was made by Councilmember Maynard, seconded by Councilmember Hasek to approve the first consideration for a Cannabis Businesses Interim

Ordinance and schedule a public hearing for Monday, August 12, 2024 at 5:30 pm. All present voted in favor. Motion carried.

COUNCIL DISCUSSION

Item 10.1

Councilmember Miller opened discussion on the 2025 Street Improvement Plan: Park Street. Councilmember Miller suggested using LOST funds on the Gomsrud Project and capital improvement funds for street improvement. Much discussion was held around this subject matter.

Item 10.2

Mayor Baarts expressed concern of safety at City Hall and opened discussion on said matter.

Item 10.3

Councilmember Hasek's item for discussion (Funding for Gomsrud Park and North Park Street) aligned with Councilmember Miller's agenda item 10.1, therefore no further discussion was held on agenda item 10.3.

Item 10.4

Administrator Skaret introduced and provided background information on the City's 3% Lodging Tax. The question has been posed if Airbnbs and Vrbos should be exempt or included with the collection of lodging tax. The overall discussion census was to leave the ordinance as is and begin collecting from all lodging establishments.

STAFF/LIAISON

Director Hoyer invited the public to attend the Budget Work Session on Tuesday, July 23 at 4:30 pm.

Administrator Skaret shared the Community Development Director application deadline has closed. Councilmember Kawecki and Councilmember Hasek volunteered to serve as council representatives during applicant interviews.

Councilmember Hasek reported most of the utility meters have been replaced.

Councilmember Kawecki reported that One Watershed is in the process of compiling the recent survey results. Councilmember Kawecki reported the Lakes Foundation planted over 2700 aquatic plants in Sisseton and Hall lakes to aid with fish habitat and shoreland protection this past weekend.

Councilmember Lubenow reported on the recent Park Board meeting. Ned Adams approached the Park Board regarding the donation of a small decorative sailboat and the board is preparing for the Sylvania Park Bandshell centennial celebration.

Councilmember Maynard reported the Municipal Airport received funding from a prior FAA grant.

Councilmember Miller shared that Visit Fairmont is working to increase their digital content and considering quarterly photo contests.

Mayor Baarts recapped on recent celebrations in Fairmont and highlighted upcoming local happenings.

ADJOURNMENT

Motion was made by Councilmember Maynard, seconded by Councilmember Miller, to adjourn the meeting, as there was no further business to come before the Council. All present voted in favor. Motion carried. The Fairmont City Council adjourned at 8:00 p.m.

ATTEST:

Lee C. Baarts, Mayor

Betsy Steuber, City Clerk



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 08/12/2024	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 6.A.3
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Approve the City Council Minutes from the Special Meeting held July 23, 2024		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve the City Council Meeting Minutes from the Special Meeting held July 23, 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:		

REFERENCE AND BACKGROUND

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes: Special Meeting, Tuesday, July 23, 2024

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

City Council Minutes
Special Meeting: Goal Setting/Capital Improvement Plan (CIP) Workshop

July 23, 2024
City Hall, 4:30 p.m.

CALL TO ORDER

The Fairmont City Council met in special session at the City Hall Council Chambers. Mayor Baarts called the meeting to order at 4:30 p.m.

ROLL CALL

Council present: Lee Baarts, Mayor
 Wayne Hasek, Councilmember
 Britney Kawecki, Councilmember
 Randy Lubenow, Councilmember
 Jay Maynard, Councilmember
 Michele Miller, Councilmember

Absent: None

Staff present: Matt Skaret, City Administrator
 Tyler Cowing, City Engineer
 Miles Heide, Electric Distribution Superintendent
 Paul Hoye, Finance Director
 Michael Hunter, Chief of Police
 Ned Koppen, Economic Development Coordinator
 Nick Lardy, Public Works Superintendent
 Betsy Steuber, City Clerk
 Rachel Viesselman, Human Resources Manager
 Matthew York, Director of Public Works/Utilities

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

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

ROTATING VOTES

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

**GOAL SETTING/CIP
DISCUSSION**

Mayor Baarts opened the Goal Setting/Capital Improvement Plan (CIP) Discussion by asking councilmember to share their top priorities/overall goals for 2025. Priorities for each Councilmember are listed below, in no particular order.

Councilmember Kawecki

- Lakes/Water Quality
- Roads/Infrastructure
- Budget

Councilmember Maynard

- Maintain/Improve on what we currently have
- Monitor spending and spend wisely

Councilmember Miller

- Lakes
- Roads
- Infrastructure

Councilmember Hasek

- Streets

Councilmember Lubenow

- Long term facility planning
- Roads
- Rental Ordinance Enforcement
- Yard Waste Site

Director York reviewed the proposed street and infrastructure for years 2025-2029. The City has been spending \$1.5 to \$2 million annually on street improvements for the past several years. Director Hoye indicated approximately \$6.5 million is needed per year over the next 10 years to address the roads/infrastructure in the worse shape. Director Hoye stated raising the levy one million dollars, results in a 14.5% levy increase.

Administrator Skaret introduced the next common priority amongst Council: Lakes. In addition to the Lakes Restoration Fund, staff budgeted \$250,000 in 2025, and in the CIP, for the lakes. In the proposed budget, there is \$1.175 million over a 5-year period for curly pond weed mitigation and \$125,000 for George Lake dam inspection and repairs.

Director York addressed Council on the upgrade and replacement schedule of several vehicles and pieces of equipment in the Parks and Street Departments.

Superintendent Lardy shared that 1,200 ash trees have been removed from City parks with approximately 700 ash trees to be removed from City boulevards.

Director York sought guidance from Council on Veterans Park pickleball and basketball courts. City staff met with ISG, who conducted a surface inspection of the courts and provided staff with budgetary estimates, as listed below:

Project	Cost	Approximate Lifespan
Resurfacing both facilities	\$190,000	10 years
Reconstruction of basketball courts	\$246,000	50 years +
Reconstruction of pickleball courts	\$191,000	50 years +

After discussion, Council’s consensus to Director York was to include reconstruction of the pickleball courts in the budget.

Director York and Director Hoyer addressed Council and their questions on various municipal buildings, relating to usage, construction, updates/renovations, and/or replacement and suggested discussion at a separate meeting.

Director York stated \$1.2 million is budgeted for removal and replacement of the sidewalks/pavers downtown.

ADJOURNMENT

Motion was made by Councilmember Maynard, seconded by Councilmember Lubenow, to adjourn the meeting, as there was no further business to come before the Council. All present voted in favor. Motion carried. The Fairmont City Council adjourned at 6:13 p.m.

ATTEST:

Lee C. Baarts, Mayor

Betsy Steuber, City Clerk



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 08/12/2024	<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: Matt Skaret, Administrator	Item: Consideration of an Event Permit for Scrimmagefest at the Fairmont Soccer Complex-Jeffrey Kot Fields sponsored by Fairmont Soccer Association on August 17, 2024 from 8:00 am – 7:00 pm		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve an Event Permit for Scrimmagefest at the Fairmont Soccer Complex-Jeffrey Kot Fields sponsored by Fairmont Soccer Association on August 17, 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:		

REFERENCE AND BACKGROUND

Fairmont Soccer Association submitted an event permit to host Scrimmagefest on August 17, 2024 from 8:00 am – 7:00 pm at the Fairmont Soccer Complex-Jeffrey Kot Fields, located at 1801 South Prairie Avenue, Fairmont.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Permit



EVENT APPLICATION/PERMIT

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

Date: 7/16/24

Permit Fee: \$15.00

Event: Fairmont Soccer Association Scrimmagefest

Sponsoring entity: FSA

Address: Jeff Kot fields 1801 S Prairie Ave Fairmont MN

Maximum estimated number of persons expected to attend at any one time: 600

Event coordinator(s): Billy Kiecker - FSA

Contact Info: 507-236-2852 Phone #

bkiecker@riw2000.com E-mail

Primary contacts (during event):

Name: Billy Kiecker

Cell#: 507 236 2852

E-mail: bkiecker@riw2000.com

Name: Jeremiah Pluim

Cell#: 507-618-0268

E-mail: Fmtfsgweb@gmail.com

Event Start: Day/Date 8/17/24 Time: 8:00 AM

Event End: Day/Date 8/17/24 Time: 7:00 PM

Setup: Day/Date 8/16/24 Start time: 5:00 pm End Time: 8:00 pm

Teardown: Day/Date 8/17/24 Start time: 8:00 pm End Time: 9:00 pm

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

High School Scrimmages - 18th Annual Scrimmagefest.
Area high schools participate. Approx 30 teams attend
in addition to coaches, asst coaches and spectators
Boys & Girls teams - Varsity and JV

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.

Fairmont Soccer Complex, Jeff Kot fields. All fields.

We request the city supply 10 additional picnic tables and 6-8 additional
Garbage cans.

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. *Medics will be on hand to attend to medical issues or athlete injuries, should they occur.*

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

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

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

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

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

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

Signature Betsy Kitchin Title Director FSA Date 7/17/24

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

Office Use Only			
<input checked="" type="checkbox"/> \$15.00 Fee Paid	Date: <u>7/19/24</u>	Received by: <u>HN</u>	<u>cash</u>
Requires Council Approval	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

Permit distribution:

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



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 08/12/2024	<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: Matt Skaret, Administrator	Item: Consideration of an Event Permit for a Church Service and Picnic at Sylvania Park sponsored by Shepherd of the Lakes Lutheran Church on August 25, 2024		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve an Event Permit for a Church Service and Picnic at Sylvania Park sponsored by Shepherd of the Lakes Lutheran Church on August 25, 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:		

REFERENCE AND BACKGROUND

Shepherd of the Lakes Lutheran Church submitted an event permit to host a Church Service and Picnic on August 25, 2024 from 8:30 am – 5:00 pm at Sylvania Park Bandshell and Open Air Shelter House.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Permit



\$15.00 - paid - (HN)
7/23

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: 8-25-2024

Permit Fee: \$15.00

Event: Church Service

Sponsoring entity: Shepherd of the Lakes Lutheran Church

Address: 114 East Blue Earth

Maximum estimated number of persons expected to attend at any one time: 60

Event coordinator(s): Jim Johnson
Contact Info: 238-1269 Phone #
E-mail

Primary contacts (during event):

Name: Jim Johnson
Cell#: 507-399-6155
E-mail:

Name
Cell#
E-mail:

Event Start: Day/Date Sunday 8-25-2024 Time: 8:30
Event End: Day/Date 11 Time: 5:00
Setup: Day/Date No Setup Start time: End Time:
Teardown: Day/Date No Take Down Start time: End Time:

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

Church Service & picnic

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.

Service in Band shell, Picnic in Shelter

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

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

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

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

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

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

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

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

Signature *James Johnson* Title Church Elder Date 8-25-2024

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 type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date:	Action:
City Administrator Approval	Yes	No	Date

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



STAFF MEMO

Prepared by: Betsy Steuber, City Clerk	Meeting Date: 08/12/2024	<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: Matt Skaret, Administrator	Item: Consideration of Temporary On-Sale Liquor Licenses for the Martin County Preservation Association, dba Red Rock Center, at the Red Rock Center for September 7, October 19, and December 20, 2024		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve Temporary On-Sale Liquor Licenses for Martin County Preservation Association, dba Red Rock Center, at the Red Rock Center for September 7, October 19, and December 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:		

REFERENCE AND BACKGROUND

The Martin County Preservation Association, dba Red Rock Center, has applied for temporary liquor licenses for events which will be held indoors at the Red Rock Center, located at 222 East Blue Earth Avenue, on September 7, October 19, and December 20, 2024. Martin County Preservation Association/Red Rock Center has been issued temporary liquor licenses prior, with no problems or complaints received.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Temporary On-Sale Liquor License Applications



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 Martin County Preservation Association, DBA Red Rock Center for the Arts		Date of organization Jan 1, 2005	Tax exempt number 38202
Organization Address (No PO Boxes) 222 East Blue Earth Avenue	City Fairmont	State Minnesota	Zip Code 56031
Name of person making application Sonja Fortune	Business phone 507-235-9262	Home phone	
Date(s) of event September 7, 2024	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name Leslie Walkowiak	City Fairmont	State Minnesota	Zip Code 56031
Organization officer's name Pat Winter	City Sherburn	State Minnesota	Zip Code 56171
Organization officer's name Bill Gonnsen	City Fairmont	State Minnesota	Zip Code 56031

Location where permit will be used. If an outdoor area, describe.
 Red Rock Center for the Arts, 222 East Blue Earth Avenue, Fairmont, MN: Indoors

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.
 Carrier: West Bend Mutual Insurance Coverage: \$1,000,000

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	September 7, 2024
\$50.00	Permit Date
Fee Amount	bsteuber@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	
Betsy Steuber	
Please Print Name of City Clerk or County Official	Signature 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**



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 Preservation Association, DBA Red Rock Center for the Arts		Jan 1, 2005	38202
Organization Address (No PO Boxes)	City	State	Zip Code
222 East Blue Earth Avenue	Fairmont	Minnesota	56031
Name of person making application	Business phone	Home phone	
Sonja Fortune	507-235-9262		
Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
October 19, 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
Leslie Walkowiak	Fairmont	Minnesota	56031
Organization officer's name	City	State	Zip Code
Pat Winter	Sherburn	Minnesota	56171
Organization officer's name	City	State	Zip Code
Bill Gonnsen	Fairmont	Minnesota	56031

Location where permit will be used. If an outdoor area, describe.
 Red Rock Center for the Arts, 222 East Blue Earth Avenue, Fairmont, MN: Indoors

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.
 Carrier: West Bend Mutual Insurance Coverage: \$1,000,000

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	October 19, 2024
\$50.00	Permit Date
Fee Amount	bsteuber@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	
Betsy Steuber	
Please Print Name of City Clerk or County Official	Signature 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.**

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**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**



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 Preservation Association, DBA Red Rock Center for the Arts		Jan 1, 2005	38202
Organization Address (No PO Boxes)	City	State	Zip Code
222 East Blue Earth Avenue	Fairmont	Minnesota	56031
Name of person making application	Business phone	Home phone	
Sonja Fortune	507-235-9262		
Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
December 20, 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
Leslie Walkowiak	Fairmont	Minnesota	56031
Organization officer's name	City	State	Zip Code
Pat Winter	Sherburn	Minnesota	56171
Organization officer's name	City	State	Zip Code
Bill Gonnsen	Fairmont	Minnesota	56031

Location where permit will be used. If an outdoor area, describe.
 Red Rock Center for the Arts, 222 East Blue Earth Avenue, Fairmont, MN: Indoors

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.
 Carrier: West Bend Mutual Insurance Coverage: \$1,000,000

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	December 20, 2024
\$50.00	Permit Date
Fee Amount	bsteuber@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	
Betsy Steuber	
Please Print Name of City Clerk or County Official	Signature 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: Betsy Steuber, City Clerk	Meeting Date: 08/12/2024	<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: Matt Skaret, Administrator	Item: Consideration of an Event Permit for an Elopement Ceremony at Lincoln Park by Courtney Waters on September 1, 2024 from 2 pm - 3 pm		
Presented by: Betsy Steuber, City Clerk	Action Requested: Motion to Approve an Event Permit for an Elopement Ceremony at Lincoln Park by Courtney Waters on September 1, 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:		

REFERENCE AND BACKGROUND

Courtney Waters submitted an event permit to hold an Elopement Ceremony on September 1, 2024 from 2 pm – 3 pm at Lincoln Park.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Event Permit



EVENT APPLICATION/PERMIT

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

Date: 7/29/24

Permit Fee: \$15.00

Event: Elopement

Sponsoring entity: _____

Address: _____

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

Event coordinator(s): Courtney Waters (Courtney)

Contact Info: 507-525-8465 Phone #
courtneywaters@outlook.com E-mail

Primary contacts (during event):

Name: Courtney Waters Name: _____

Cell#: 507-525-8465 Cell#: _____

E-mail: courtneywaters@outlook.com E-mail: _____

Event Start: Day/Date 9/1/24 Time: 2pm

Event End: Day/Date 9/1/24 Time: 3pm

Setup: Day/Date _____ Start time: _____ End Time: _____

Teardown: Day/Date _____ Start time: _____ End Time: _____

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

Elopement - 30 min ceremony

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.

Arch @ Lincoln Park

no chairs or benches

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

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

Signature Courtney Waters Title _____ Date _____

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>yes 8/6/24</u>	Received by: <u>RS</u>	
Requires Council Approval	Yes; ___ No	Council Meeting Date: <u>8/12/24</u>	Action:
City Administrator Approval	Yes	No	Date

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



STAFF MEMO

Prepared by: Paul Hoye, Finance Director	Meeting Date: 08/12/2024	<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: Matt Skaret, City Administrator	Item: Consideration to Approve a One-Year Service Agreement with BevComm, Inc. at a rate of \$6,450 per month		
Presented by: Paul Hoye, Finance Director	Action Requested: Motion to Approve a One-Year Service Agreement with BevComm, Inc. at a rate of \$6,450 per month		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

BevComm has been providing IT support to the City since 2013. Their annual contract is up for renewal, and they have offered a new one-year contract keeping the rate at \$6,450 per month. Staff is recommending approval of the contract.

BUDGET IMPACT

The City’s Data Processing Fund (IT Fund) is an internal service fund that is funded 50% by the General Fund and 50% by PUC funds.

SUPPORTING DATA/ATTACHMENTS

BevComm, Inc. - PC/LAN Services Customer Support Agreement

BEVCOMM, Inc. PC/LAN Services Customer Support Agreement

THIS AGREEMENT is entered into on this August 1st, 2024, by BEVCOMM, Inc., located at 123 W. 7th Street, Blue Earth, MN 56013, and City of Fairmont, located at 100 Downtown Plaza, Fairmont, MN 56031 and sets forth the terms and conditions under which BEVCOMM, Inc. shall provide computer related support services to Customer.

1. **SUPPORT SERVICES PROVIDED.**

- 1.1 BEVCOMM, Inc. agrees to provide computer related support services to Customer with respect to Customer's business at address above, subject to the terms and conditions set forth in this Agreement. The services to be provided by BEVCOMM, Inc. are those set forth in Exhibit "A," entitled "Services," attached hereto and incorporated herein by this reference. These Services may be modified and supplemented from time to time by BEVCOMM, Inc.
- 1.2 Support Services will be provided solely with respect to products set forth in Exhibit "A".
- 1.3 Services will be available and provided by BEVCOMM, Inc. at the times indicated on Exhibit "A," however, BEVCOMM, Inc. does not guarantee response time.
- 1.4 Customer agrees to identify and make available to BEVCOMM, Inc. at least one qualified Customer employee set forth on Exhibit "B" as administrative contact with authority to (i) act and make binding decisions on behalf of Customer; (ii) provide information and data with respect to the requested service; and (iii) advise BEVCOMM, Inc. of Customer's requirements.
- 1.5 Customer shall identify a primary and secondary contact in the space provided in Exhibit "B." The identified contacts shall serve as the sole contacts with access to BEVCOMM, Inc. support. It is the responsibility of the customer to notify BEVCOMM, Inc. of any changes in the primary and secondary contacts.

2. **SERVICE FEES.**

- 2.1 Upon execution of this Agreement, Customer shall pay the monthly service fee to BEVCOMM, Inc. for providing the services as listed in Exhibits "A," and "C".
- 2.2 Customer acknowledges and agrees that the service fees paid to BEVCOMM, Inc. do not include local, state or federal, use, excise, personal property or other similar taxes which are the responsibility of and shall be paid by customer.

3. **TERM, RENEWAL AND TERMINATION.**

- 3.1 The term of this Agreement shall be effective for 12 months, commencing on 8/1/2024, after acceptance by BEVCOMM, Inc. All fees must be routinely paid or services will not be rendered.
- 3.2 This Agreement shall be manually reviewed at the end of the Contract Effective Date unless terminated as hereinafter provided. Pricing and services rendered as described in Exhibits A and C shall not automatically renew, and BEVCOMM, Inc. shall give Customer thirty (30) days written notice prior to the expiration of the original term of this agreement or any automatic renewal. Should BEVCOMM, Inc. fail to give Customer such notice, the pricing

and services described in Exhibits A and C shall remain in effect for the entire term of any automatic renewal.

- 3.3 This Agreement may be terminated by BEVCOMM, Inc. upon any breach or default of Customer by giving thirty (30) days prior written notice to Customer. If BEVCOMM, Inc. elects to terminate the Agreement, BEVCOMM, Inc. shall refund applicable service fees on a pro-rated basis.
- 3.4 Notwithstanding 3.3 above, in the event Customer fails to make payment of amounts due to BEVCOMM, Inc. under this Agreements, BEVCOMM, Inc. shall have the right to terminate this Agreement by giving thirty (30) days written notice. All overdue payments shall bear interest at the rate of eighteen percent (18%) per annum, or the highest contractual rate permitted by applicable law, whichever is lower.
- 3.5 Customer may terminate this Agreement upon thirty (30) days advance written notice to BEVCOMM, Inc. Customer will be responsible for one half of the remaining monthly services fees as set forth by this agreement and, no refund shall be due to Customer or paid by BEVCOMM, Inc.
- 3.6 BEVCOMM, Inc. may terminate this Agreement upon sixty (60) days advance written notice to Customer for any reason. Customer shall be responsible for all monthly services fees contained in Exhibit A and for any fees for services performed as described in Exhibit C during said sixty (60) period.

4. LIMITATION OF REMEDIES.

- 4.1 BEVCOMM, Inc.'s entire liability and Customer's exclusive remedy for damages from any cause whatsoever, including, but not limited to, nonperformance, negligence or misrepresentation, and regardless of the form of action, shall be limited to the amount which has been paid to BEVCOMM, Inc. by Customer for BEVCOMM, Inc. performance hereunder. In no event will BEVCOMM, Inc. be liable for damages caused by Customer's negligence, or for special, incidental or consequential damages, lost profits, loss of use of equipment, loss of stored memory, cost of substitute equipment or other downtime costs, even if BEVCOMM, Inc. has been advised of the possibility of such damages, or for any claim against Customer by any other party. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one year after the claimed damaging act has occurred. SOME STATES HAVE LAWS WHICH ARE DIFFERENT FROM THOSE STATED HEREIN AND IN SUCH STATES, THE MINIMUM REQUIRED LIABILITY TERMS SHALL APPLY.

5. WARRANTIES.

- 5.1 ANY MATERIALS, SUPPLIES, PARTS AND OTHER PRODUCTS SUPPLIED OR PROVIDED BY BEVCOMM, INC. ARE PROVIDED ON AN "AS IS" BASIS. THE MANUFACTURERS OF SAID MATERIALS, SUPPLIES, PARTS AND OTHER PRODUCTS MAY PROVIDE WARRANTIES FOR THEIR PRODUCTS. WARRANTY QUESTIONS OR PROBLEMS WITH RESPECT TO SUCH MATERIALS, SUPPLIES, PARTS AND OTHER PRODUCTS SHOULD BE ADDRESSED TO THE MANUFACTURER. BEVCOMM, INC. DOES NOT WARRANT THAT ANY MATERIALS, SUPPLIES, PARTS OR OTHER PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OR USE OF ANY MATERIALS, SUPPLIES, PARTS OR OTHER PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. BEVCOMM, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES HAVE LAWS WHICH ARE DIFFERENT FROM THOSE STATED HEREIN AND IN SUCH STATES, THE MINIMUM REQUIRED WARRANTY SHALL APPLY.

6. **ASSIGNMENT.**

6.1 This agreement is not assignable by Customer without the prior written consent of BEVCOMM, Inc. Any attempt by Customer to assign any rights, duties or obligations which arise under this Agreement without BEVCOMM, Inc.'s consent shall be void. BEVCOMM, Inc. expressly reserves the right to sub-contract, at BEVCOMM, Inc. expense, for the performance of any and all of the services to be provided hereunder. In such event, however, the rights and obligations of BEVCOMM, Inc. and Customer shall not be diminished.

7. **PROPRIETY RIGHTS.**

7.1 Any changes, additions or enhancements in the form of new or partial programs or documentation as may be provided to Customer by BEVCOMM, Inc. under this Agreement shall be and remain the proprietary exclusive property of BEVCOMM, Inc.

8. **COST OF ENFORCEMENT.**

8.1 In the event it becomes necessary for BEVCOMM, Inc. to institute any action at law and/or in equity against Customer to secure or protect its rights under this Agreement, BEVCOMM, Inc. shall be entitled to recover on any judgment entered therein in its favor such reasonable attorney's fees as may be allowed by the court, together with such costs and damages as provided by law.

9. **JURISDICTION.**

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and the parties hereto agree that any action relating to this Agreement shall be instituted and prosecuted in the federal or state courts of the State of Minnesota, and each party hereto waives any right to change of venue, and hereby submits to the jurisdiction of said courts.

10. **FORCE MAJEURE.**

10.1 Either party shall be excused for delay in the performance of any obligations hereunder, except the payment of fees required to be paid hereunder, when such delay is the result of or attributable to the elements, acts of God, governmental authority, delays in transportation or any other cause beyond their reasonable control.

11. **GENERAL.**

11.1 This Agreement contains the entire agreement of BEVCOMM, Inc. and Customer. No representations, inducements, promises, negotiations or agreements, oral or otherwise, not contained herein shall be of any force or effect. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations contained in any other Agreements between Customer and BEVCOMM, Inc. This Agreement shall not be effective until accepted by BEVCOMM, Inc. at its sole option, and service shall commence on a mutually agreed upon date.

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

CUSTOMER

BEVCOMM, Inc.

By: _____

By: _____ *John L Kranz* _____

Title: _____

Title: _____ *BSM* _____

Company: _____

Date: _____ *8/3/24* _____

Date: __ *Special, Managed Services \$6450.00* __

EXHIBIT A

Services

12 Month Term

Partnership Plan – Managed Services

- **\$6450.00 per month**
- Custom plan for City of Fairmont MN
- Unlimited support (remote and on-site) for the equipment listed in Exhibit A each month excluding quoted projects
- BDR appliance
- *A BDR is a small appliance that resides in your IT room with your servers and other equipment. It automatically backs up your data and stores it offsite in the cloud. Backups are scheduled and happen at regular intervals throughout the day to ensure the BDR always has the most up-to-date data in the event of an emergency. It gives us the ability to get an office back up and running in as little as 30 minutes after a major hardware outage, natural disaster, or other emergency.*
- *The BDR is a replica of the server it's attached to, and can act as a backup server in the event the real server dies.*
- Cloud Storage service
- Server and PC quantities may be adjusted +/- and will affect monthly pricing.

Optional customer employee benefit:

- 10% discount on approved computer purchases through BEVCOMM by employees.

The Customer Support Agreement does not include:

- Support Services on the following Holidays:
New Year's Day Independence Day Thanksgiving Day
Memorial Day Labor Day Christmas Day
Christmas Eve Day
- Hardware or Software to maintain, upgrade or repair LAN and associated equipment

The Partnership Plan includes:

- Contract labor rates as specified in Exhibit C for all quoted projects.
- Complete management of network devices listed; All current network and non network devices

Equipment List

City Frmt Servers	Command / RMM Elite Qty 12
PCs	Help Desk 8 -5 US Qty 58
Back-up	Veeam 10 TB

EXHIBIT B

BEVCOMM, Inc.

Customer:

Administrative Contact

Name: _____
Phone Number: _____
Fax Number: _____
E-Mail: _____

Customer:

Primary Contact

Name: _____
Phone Number: _____
Fax Number: _____
E-Mail: _____

Customer:

Secondary Contact

Name: _____
Phone Number: _____
Fax Number: _____
E-Mail: _____

EXHIBIT C

Bevcomm, Inc. Price Schedule

8-5 Network Support

Monday-Friday, 8 a.m.-5 p.m., Excluding holidays

\$195.00/hr, Non-contracted rate

\$165.00/hr, Contract rate

After Hours/Holiday Network Support

Monday-Friday 5 p.m. – 8 a.m., and all day Saturday and Sunday, Including holidays

\$235.00/hr, Non-contracted rate

\$205.00/hr, Contract rate



STAFF MEMO

Prepared by: Bryan Kastning, Fire Chief	Meeting Date: 08/12/2024	<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: Matt Skaret, Administrator	Item: Consideration to Replace a Bearing and Seal for Fire Department Ladder Truck #8		
Presented by: Matt Skaret, Administrator	Action Requested: Motion to Approve the Replacement of a Bearing and Seal for Fire Department Ladder Truck #8 with MacQueen		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

During the annual aerial maintenance of Fire Department Ladder Truck #8, it was found that the main turntable seal and bearing need to be replaced. The truck is not scheduled to be replaced until 2028, however the repair needs to be made to keep Truck #8 in service.

BUDGET IMPACT

An estimate was received from MacQueen for the replacement in the amount of \$32,391.07.

SUPPORTING DATA/ATTACHMENTS

Purchase Order & Service Estimate



MACQUEEN™

Ship To: SAME AS BELOW

Branch 06 - APPLE VALLEY MN		
Date 08/05/2024	Time 13:52:33 (O)	Page 1
Account No FAIRM004	Phone No	Est No 02 004076
Ship Via	Purchase Order TBD	
Tax ID No		
	Salesperson 480	

Invoice To: FAIRMONT FIRE DEPT
216 E. 4th St.
Fairmont MN 56031

Attention: BRYAN KASTNING

QUOTE EXPIRY DATE: 08/31/2024

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: C033121 2000 DASH 2000 MS #: 11087
Make: PI Model: DASH 2000
Is to have the following work done

AERIAL ROTATION BEARING,

COMPLAINT:

EAM DID AN AERIAL PM ON THE TRUCK AND DETERMINED IT NEEDED
AERIAL TURN TABLE BEARING SEALS.

CAUSE:

WORN SEAL AND BEARING

CORRECTION:

DISASSEMBLE AND LIFT AERIAL FROM TRUCK. REPLACE BEARING AND
SEAL, AND LIFT AERIAL BACK ON TRUCK AND TORQUE ACCORDING TO
SPECS.

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
2085180	BEARING, TURNTAB	1	2605.07	2605.07
SUBLETL	CRANE	1	3000.00	3000.00
FRT	FREIGHT	1	400.00	400.00

<u>MISCELLANEOUS CHARGES:</u>	<u>Description</u>	<u>Price</u>	<u>Amount</u>
	SERVICE FEE		

Parts:	3005.07
Labor:	26136.00
Sublet:	3000.00
Miscellaneous:	250.00
TOTAL:	32391.07

Authorization: _____

*SHIPPING COST APPROX. SUBJECT TO CHANGE

*LEAD TIME 17-DAYS.



STAFF MEMO

Prepared by: Matt Skaret, Administrator	Meeting Date: 08/12/2024	<input type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Public Comment	Agenda Item # 7.1
Reviewed by:	Item: Public Hearing on an Interim Ordinance Prohibiting the Operation of Cannabis Businesses within the City and Establishing a Study Period and Second Consideration of Ordinance No. 2024-02		
Presented by: Matt Skaret, Administrator	Action Requested: Motion 1: Motion to Close the Public Hearing Motion 2: Motion to Adopt Ordinance No. 2024-02: An interim Ordinance of the City of Fairmont Prohibiting the Operation of Cannabis Business within the City and Establishing a Study Period Pursuant to MN Statute 342.13(e)		
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

July 22, 2024 City Council Meeting: Approved First Consideration of a Cannabis Businesses Interim Ordinance and set Public Hearing for Monday, August 12th at 5:30 p.m.

REFERENCE AND BACKGROUND

As discussed at the July 22nd City Council Meeting, a new law enacted at the end of the 2023 legislative session legalized adult–use cannabis for recreational purposes in Minnesota and established a regulatory framework over the cannabis industry. The legislation created a new Office of Cannabis Management to administer the licensing and regulations of this new industry in our state.

Since the enactment of the law, the League of Minnesota Cities has been researching and collecting information from state agencies and stakeholders to answer questions pertaining to local regulatory authority, law enforcement, taxing, and employment. After the law was passed there were a number of cities and counties that enacted Interim Ordinances establishing a moratorium on Cannabis businesses in town to let the “dust settle” so governmental entities, the League of Minnesota Cities, and others could sift through the new law and see the rules promulgated by the new Office of Cannabis Management unfold so they could take their time to establish their own zoning ordinances. Fairmont did not adopt such an ordinance. The 2024 legislative session resulted in further changes to the cannabis law that has resulted in another flurry of cities and counties adopting the moratorium. This is due to legislation requiring the State to expedite the licensing of Social Equity applicants and expedited rules on cultivation.

In addition, the Office of Cannabis Management published a guide for local governments, including long-awaited sample ordinances for cities to work off of as they implement restrictions on June 25. There has not been enough time to adequately review these ordinances and implement any new ordinance for the City of Fairmont.

For these reasons, Staff recommends Council adopt Interim Ordinance 2024-02 establishing a Moratorium on Cannabis businesses until January 1, 2025. This would give us just a little bit more time to update our zoning ordinances to address Cannabis businesses and adopt parameters. Enclosed is a proposed ordinance drafted by our City Attorneys at Flaherty and Hood. It is similar to the Interim Ordinance adopted by many other cities and counties across Minnesota. A Public Hearing is required before adopting the ordinance, which Council set for Monday, August 12th. Please note, this ordinance would have no bearing on the “THC edibles/gummies” as those are already governed under a separate ordinance. Also, this ordinance should not be construed as action against anyone wishing to start a cannabis business. It simply allows for a little more time for the City to get rules and regulations in place before the State starts issuing licenses in early 2025.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS

Ordinance 2024-02

ORDINANCE NO. 2024-02

AN INTERIM ORDINANCE OF THE CITY OF FAIRMONT, MINNESOTA PROHIBITING THE OPERATION OF CANNABIS BUSINESSES WITHIN THE CITY AND ESTABLISHING A STUDY PERIOD PURSUANT TO MINNESOTA STATUTES SECTION 342.13(e)

Preamble: The Minnesota Legislature enacted 2023 Session Laws, Chapter 63, including Minnesota Statutes Chapter 342, entitled “Regulation of Adult-Use Cannabis”, which became generally effective July 1, 2023, and subsequently enacted 2024 Session Laws, Chapter 121, amending Minnesota Statutes, Chapter 342, (together hereinafter, the “Cannabis Law”), thereby, among many other provisions, regulating the retail sale of cannabis, cannabis products, and certain hemp products, and establishing the Office of Cannabis Management.

The Cannabis Law provides that local units of government: (1) shall register certain cannabis businesses making retail sales to customers or patients; (2) may adopt reasonable restrictions on the time, place, and manner of the operation of cannabis businesses; (3) may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field; and (4) may by ordinance limit the number of certain licensed cannabis businesses based on the population of the local unit of government.

The Cannabis Law directs the Office of Cannabis Management to work with local units of government to: (1) develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of a cannabis business; (2) develop standardized forms and procedures for the issuance of a retail registration; and (3) develop model policies and procedures for the performance of compliance checks local units of government are required to conduct.

The Cannabis Law authorizes local units of government to adopt an interim ordinance, which may regulate, restrict, or prohibit the operation of a cannabis business within its jurisdiction until January 1, 2025, if the local unit of government is conducting studies or has authorized a study or has held or has scheduled a hearing for the purpose of considering adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of a cannabis business.

THE CITY COUNCIL OF THE CITY OF FAIRMONT DOES ORDAIN:

SECTION 1. Findings.

1. The City Council of the City of Fairmont (the “City”) finds there is a need to study the adoption of reasonable restrictions on the time, place, and manner of the operation of cannabis businesses in the City, including through zoning ordinances.
2. The City Council further finds that the City must consider future recommendations of the Office of Cannabis Management that are not yet available regarding licensing, registration, and reasonable restrictions to be imposed on cannabis businesses in the City,

and the model ordinances and polices to be developed by the Office of Cannabis Management.

3. The City Council finds that this interim ordinance prohibiting the operation of cannabis businesses in the City will ensure that any ordinance changes and adoption of reasonable restrictions on the time, place, and manner of the operation of cannabis businesses will be carefully considered and evaluated while protecting the public health, safety and welfare during the moratorium period defined and established herein.
4. The City Council finds that the City, as a local unit of government, may adopt this interim ordinance only after holding a public hearing prior to final adoption. The City held a public hearing on _____, 2024, after at least ten days published notice.

SECTION 3. Definitions. For purposes of this Ordinance, the following terms have the meaning given to them in this section:

Cannabis Businesses means any of the businesses as provided under Minn. Stat. § 342.01, subd. 14, as amended by 2024 Session Laws, Chapter 121, Article 2.

Cannabis Law means 2023 Session Laws, Chapter 63, Article 1, enacting Minnesota Statutes, Chapter 342, entitled “Regulation of Adult-Use Cannabis,” Minnesota Statutes, Chapter 342, as enacted, and 2024 Session Laws, Chapter 121, Article 2, entitled “Cannabis Policy,” amending Minnesota Statutes, Chapter 342.

City means the City of Fairmont.

Edible cannabinoid product means any “edible cannabinoid product” as defined under Minn. Stat. § 151.72, subd. 1, and which conforms to all other requirements for retail and consumption of such products under Minn. Stat. § 151.72.

Ordinance means this interim ordinance, which is adopted pursuant to Minn. Stat. § 342.13(e).

SECTION 3. Purpose and Intent. The purpose and intent of this Ordinance is to prohibit the registration and operation of Cannabis Businesses within the City for the purpose of researching, studying, and considering the impacts and potential impacts of the above-referenced Cannabis Businesses in order to determine the necessary or appropriate reasonable restrictions and/or regulations in City Code on the time, place, and manner of the operation of Cannabis Businesses in the City, as well as to consult with the newly established Office of Cannabis Management on a model ordinance, policies, and standardized forms for the registration of Cannabis Businesses.

SECTION 4. Moratorium Declaration. For the duration stated herein and until the City has studied and adopted any reasonable restrictions and/or regulations in City Code on the time, place, and manner of the operation of Cannabis Businesses, the City shall not register any

Cannabis Businesses in the City and no business, person, or entity may operate a Cannabis Business within the City. The City shall not accept, process, or act on any license application or registration request, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the Office of Cannabis Management or other governmental entity requesting City review of any application or proposal for a Cannabis Business.

SECTION 5. Study Authorized. The Council hereby authorizes and directs City staff to study the need for reasonable restrictions and/or regulations in City Code on the time, place, and manner of the operation of Cannabis Businesses that may need to be adopted as authorized under Minn. Stat. § 342.13(e) to protect the public's health, safety and welfare. The Council hereby directs City staff to study the impacts and effects of the operation of Cannabis Businesses within the City for the purpose of determining the adequacy and effectiveness of current regulations and to study and consider the model ordinances and policies promulgated by the Office of Cannabis Management for possible inclusion in City Code. Upon completion of the study, the Council, together with such boards and commissions as the Council deems appropriate, or as may be required by law or City Code, will consider the advisability of adopting new ordinances or amending its current ordinances, and the Council hereby authorizes and directs City staff to draft such ordinances if determined necessary based on the study of the same for future Council consideration.

SECTION 6. Duration. This Ordinance shall expire, without further City Council action, on January 1, 2025; or it may be repealed earlier if the Council determines that no further study is necessary, that no further action is necessary, and/or any reasonable restrictions and/or regulations in City Code on the time, place, and manner of the operation of Cannabis Businesses within the City have been adopted by the City Council and are effective.

SECTION 7. Violation and Penalty. During the term of this moratorium, it is a violation of this Ordinance for any business, person, or entity to operate a Cannabis Business within the City. A violation of this Ordinance shall be deemed a misdemeanor.

SECTION 8. Enforcement. Any business, person, or entity in violation of this Ordinance shall be subject to any enforcement actions authorized in City Code, including without limitation, criminal prosecution and/or civil penalties and fines. The City may also enforce this Ordinance by mandamus, injunctive relief, or other appropriate civil remedy. A violation of this Ordinance may result in the City reporting the violation to the Office of Cannabis Management if such violation is relevant to Office of Cannabis Management licensing. The City Council hereby authorizes the City Administrator, in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Ordinance.

SECTION 9. Exceptions. The moratorium imposed by this Ordinance does not apply to: (1) the continued operation of a business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to July 1, 2023; (2) the lawful sale of edible cannabinoid products in compliance with Minn. Stat. § 151.72; or (3) sales of edible cannabinoid products at an exclusive liquor store in accordance with Minn. Stat. § 340A.412, subdivision 14. Nothing in this Ordinance exempts a business,

person, or entity that is selling edible cannabinoid products from having to comply with all requirements and prohibitions of applicable laws and ordinances.

SECTION 10. Separability. Every section, provision, or part of this Ordinance is declared separable from every other section, provision or part; and if any section, provision, or part thereof or action taken hereunder shall be held invalid, it shall not affect any other section, provision, or part.

SECTION 11. Effective Date. This Ordinance shall take effect immediately upon its final adoption and publication.

Passed by the City Council of the City of Fairmont this _____ day of _____ 2024.

Lee C. Baarts, Mayor

ATTEST:

Betsy Steuber, City Clerk

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

Reading Dates: July 22, 2024 and August 12, 2024



STAFF MEMO

Prepared by: Matt Skaret, Administrator	Meeting Date: 8/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 8.1
Reviewed by:	Item: Consideration to Convert Maple Street to a One-Way Street		
Presented by: Matt Skaret, Administrator	Action Requested:		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: None Board/Commission/Committee Recommendation		

REFERENCE AND BACKGROUND

At the July 8th City Council Meeting, Council was presented a petition signed by 14 residents in the Maple Street requesting the Council make Maple Street a one-way street from Prairie Ave to Albion Ave. A couple of these residents also spoke in favor of the petition. The request is due to the number of families with small children that play on this street, its narrowness, and drivers cutting through Maple Street to avoid a stop sign at Albion and State Street.

Council referred the matter to the Safety Council. It has not met since 2021. I reached out to all four of the members listed on the roster; Only one of them wishes to stay on, One wanted off, One has moved away, and Another did not respond to phone calls and emails. We will need to recruit more members to reactivate the Safety Council.

In my previous cities, traffic regulations have been done by City Ordinance. However, in conferring with City Attorney Cara Brown of Flaherty and Hood there is no requirement in City Code or State Statute that this needs to be done by City Ordinance. It appears that if Council wishes to make Maple Street a one-way street, it could do so by motion.

City staff does not have a specific recommendation on this matter. However, if Maple Street is made a one-way, Council should consider any impact on the neighboring streets. Designating Maple Street a one-way may reduce the traffic on this particular street, but it could also have the effect of increasing traffic on the neighboring streets.

BUDGET IMPACT

Minimal - cost of changing signage. Possible small reduction in State Aid Road dollars.

SUPPORTING DATA/ATTACHMENTS

Attached map of the area
 Citizen petition

Maple Street

The Church of
Jesus Christ of Latter...

Layers



Submitted by:
 on June 27, 2024
 Jeffrey Sauer
 575-302-1838

Petition to the City of Fairmont:

We are requesting as residents of Maple Street to have our street turned into a 1-way street from Prairie Ave to Albion Ave. This is due to the number of Families and Small children that play on this street and the fact that people tend to cut through Maple to avoid stop sign at Albion and State. We understand that making this a 1 way will possibly drive traffic to Water Street, but drivers will hopefully be a little slower by the time they reach Water Street. Thank you for your consideration.

	Name	Address	Ph#
1	Lisa-Harry Stout	133 Maple St	612-597-1370
2	Nathan Penn	125 Maple St.	507-380-4938
3	Travis Fjeld	124 Maple St.	507-525-0799
4	Angelina Marro	123 Maple St	780 374 1302
5	Dwayne Gattlin	123 Maple St	305-783-9182
6	Amend Bell	121 maple St.	507- 8848 -4782
7	Michelle Hunsenga	111 Maple St.	507-525-7206
8	SUE BORK KRUSE	1127 maple St Albion Ave	(507) 335-5079
9	Jeff + Sharon Sauer	130 Maple St / 120 maple St	(575) 302-1838
10	Chris Krumholz	127 Maple	236-2883
11	Crystal Weitrod	116 maple	236-4859
12	Jina Orto	128 maple	848-5641
13	Brennan Mantall	112 Maple	515-290-5705
14	Scott Hartwig	1203 Albion Ave	507-432-0540



STAFF MEMO

Prepared by: Matthew R. York, Public Works and Utilities Director	Meeting Date: 08/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.1
Reviewed by: Matt Skaret, Administrator	Item: Consideration of Bids for the Biosolids and UV Project at the Wastewater Treatment Plant		
Presented by: Matthew R. York, Public Works and Utilities Director	Action Requested: Motion to Approve a Bid with The Joseph Company of Austin, MN in the Amount of \$29,992,000 for the Biosolids and UV Project at the Wastewater Treatment Plant		
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

Authorization to begin WWTP Facility Plan – July 2018
 Approval of WWTP Facility Plan – February 2020
 Approval of Project – June 2024

REFERENCE AND BACKGROUND

The City authorized the beginning of the WWTP Facility Plan in 2018. This project has two parts, both of which are **Replacements** of current processes within the plant.

Ultraviolet Disinfection

The project consists of replacing/upgrading two primary processes. First, it upgrades the ultraviolet (UV) disinfection process. The disinfection process uses ultraviolet light to kill the remaining bacteria in the water prior to discharge to the receiving stream and reduce the risk of waterborne illness from contact with the stream water. This process technology has improved significantly in recent years.

Improvements include energy efficiency, bulb life, bulb cost, and control system reliability. The original 2004 vintage unit is undersized and has electrical control items that are becoming obsolete. The replacement unit will be sized to meet the current design flows and be more efficient regarding electrical demand and bulb replacement costs. This will be in a new building that will include the replacement of the existing effluent pumps used during high-stream events.

Biosolids

The second component is the biosolids drying and handling system. This will fully replace the current dewatering and batch-drying equipment. The current system is severely undersized to meet the biosolids production associated with the upcoming phosphorus limit, lacks any significant storage of dried solids, and has odor issues. The new process equipment will be a more efficient continuous process with a dried solids silo and odor control equipment. This will be housed in a new building adjacent to the existing dryer.

The dryer replacement is driven by aging equipment and the upcoming phosphorus limit. The current permit targeted completing construction by June 30, 2025, and meeting compliance with the more stringent phosphorus limit by December 1, 2025. The construction completion will be delayed due to legislative issues, which have been discussed with the MPCA. The project schedule is critical to keeping moving for permit compliance.

Three (3) Companies bid on the Project. The low bidder was The Johnson Company. Their original bid was \$31,792,000, but an alternative bid deducted \$1,800,000 for a different type of Biosolids Drying System.

Bidder	Total Project Base Bid Price	Alternative A	Total Bid (Base-Alt A)
The Joseph Company	\$31,792,000	(\$1,800,000)	\$29,992,000
McGough Construction	\$34,250,000	(\$1,500,000)	\$32,750,000
Rice Lake Construction Group	\$34,638,400	(\$1,425,000)	\$33,213,400

Engineering Estimates for this project were between \$30 - \$35 million.

BUDGET IMPACT

The City was awarded \$6 million in PSIG Grants and \$1 million in Federal Money. A PFA Loan will be utilized for the remainder of the project.

SUPPORTING DATA/ATTACHMENTS

Bid Evaluation Letter from Bolton and Menk
 Bid Tabulation



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

August 1, 2024

**BID EVALUATION FOR THE
UV AND BIOSOLIDS IMPROVEMENTS
FAIRMONT, MINNESOTA**

Three (3) bids were received on July 25, 2024, for the UV and Biosolids Improvements project. This project included the new ultra-violet (UV) disinfection system, new biosolids dryer and storage facilities and associated work. The base bids for the project ranged from a low of \$31,792,000 to a high of \$34,638,400 as shown in the attached bid tabulation. The low bidder was The Joseph Company, Inc. from Austin, MN. The bids also included an alternate bid for an alternate dryer manufacturer which resulted in an optional \$1,800,000 deduct from The Joseph Company, Inc. for a revised total of \$29,992,000. The engineer's estimate was \$30-35 million.

The specifications and bid documents did not contain any wording or ambiguities so as to force the Contractor to build in additional contingencies. The project had high bidder interest, and the number of bids received indicates significant interest in this project. Therefore, we feel that the bids received were competitive and responsive, and rebidding the project would not provide any cost savings.

The base bid was designed around a dryer company called Kruger that has historically been the primary option for this type of dryer. The alternate is a competitor brand called Huber that is very similar in construction with some patent differences. We consider both acceptable brands and therefore would recommend the deduct offered for the Huber equipment be accepted.

The lowest responsive bid for this project was received from The Joseph Company, Inc. They have successfully constructed numerous similar projects in the region including within the City of Fairmont, and we have experience of successful projects with them.

The Joseph Company, Inc. is experienced in the type of work required for this project and has fulfilled the bidding and contract requirements. Therefore, we recommend that the bid and alternate bid deduct for a total of \$29,992,000 from The Joseph Company, Inc. be accepted.

Respectfully Submitted,

Bolton & Menk, Inc.

John Graupman, P.E.

Principal Environmental Engineer

Enclosure: Bid Tabulation



**BOLTON
& MENK**

Real People. Real Solutions.

BID TABULATION

Project Location:	City of Fairmont, Minnesota	Bid Day/Date:	Thursday, July 25, 2024
Project Title:	Biosolids and UV Disinfection Improvements	Bid Time:	11:00 a.m.
Project No.:	OM2.125186		
Addendum(s):	No. 1 – 07/02/2024		
	No. 2 – 07/22/2024		
	No. 3 – 07/23/2024		
	No. 4 – 07/24/2024		

BIDDERS	TOTAL PROJECT BASE BID PRICE	ALTERNATE A <i>(Add/deduct) for the work to provide a HUBER biosolids drying system in lieu of a Kruger biosolids drying system with all associated modifications to accommodate the system.</i>	Total Bid (Base Bid - Alternate A)
1. The Joseph Company	\$31,792,000.00	(\$1,800,000.00)	\$29,992,000
2. McGough Construction	\$34,250,000.00	(\$1,500,000.00)	\$32,750,000
3. Rice Lake Construction Group	\$34,638,400.00	(\$1,425,000.00)	\$33,213,400



STAFF MEMO

Prepared by: Matthew R. York, Public Works and Utilities Director	Meeting Date: 08/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.2
Reviewed by: Matt Skaret, Administrator	Item: Consideration of Task Order #5 with Bolton and Menk for Construction Management Service for the Biosolids and UV Project at the Wastewater Treatment Plant		
Presented by: Matthew R. York, Public Works and Utilities Director	Action Requested: Motion to Approve Task Order #5 with Bolton and Menk for Construction Management Services for the Biosolids and UV Projects at the Wastewater Treatment Plant		
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

Authorization to begin WWTP Facility Plan – July 2018
 Approval of WWTP Facility Plan – February 2020
 Approval of Project – June 2024

REFERENCE AND BACKGROUND

In 2018, Bolton and Menk was selected through a competitive RFQ process to be the engineer for the Facility Plan of the Wastewater Treatment Plant. As the project is now in front of the City Council for action to replace the existing Biosolids and UV systems within the plant, we are in need of Construction Management Services.

As you will see that on the documents attached, the Task Order #5 will assist the City with the following items:

1. Attend and assist with the preconstruction conference to be attended by the CLIENT, contractors, and any affected utility companies.
2. Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications. Confirm compliance with material sourcing requirements of project financing program.
3. Consult with and advise the CLIENT and act as the CLIENT’s construction representative as provided in the contract documents.
4. Provide wage rate monitoring as required by project financing agency.
5. Make periodic visits to the site to observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents, including general supervision of Resident Project Representative services.

6. Provide interpretation of plans and specifications.
7. Review the contractor's request for partial payments. Such review shall be based upon the onsite observations and such written documentation as may be available at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
8. Conduct a final inspection of the Project to determine, in general, conformance with contract documents completion requirements and to assist in evaluation of the final payment request from the contractor.
9. Develop final record drawings and provide to CLIENT in paper and digital format.

This work is necessary as the City does not have the resources or construction knowledge to ensure the project is managed to the highest extent possible. The total cost of Task Order #5 is \$1,950,000, which is approximately 6.5% of the project's contract cost.

BUDGET IMPACT

This project will be paid for as part of the PFA Loan and part is eligible for the PSIG Grant.

SUPPORTING DATA/ATTACHMENTS

Task Order #5 – Bolton and Menk

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

TASK ORDER NO: 005 – UV and Biosolids Improvements Construction Services

CLIENT: City of Fairmont

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: August 12, 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 or in the attached Scope (Exhibit I and II). All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

1. Professional services not identified above, including concrete and soil testing services of an independent testing laboratory.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order will be billed on an hourly not-to-exceed basis. The not-to-exceed value for these services will be \$1,950,000.

3.0 Schedule:

Schedule for performance of services will be as follows, such that all services will be completed by December 31, 2026.

4.0 Deliverables:

Deliverables will be as follows or as set forth in attached Exhibit I and II.

5.0 Term:

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT’S obligations under this Task Order or until a new Master Agreement 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.:
John Graupman, P.E.
1960 Premier Dr
Mankato, MN 56001
Office Phone: 507-625-4171
Email: john.graupman@bolton-menk.com

CLIENT: CITY OF FAIRMONT

CONSULTANT: BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Seth Peterson, P.E.

Title: _____

Title: Senior Principal Engineer

Date: _____

Date: August 12, 2024

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENTS TO THIS TASK ORDER: Exhibit I and II

EXHIBIT I

SCOPE OF SERVICES FOR TASK ORDER 5 CITY OF FAIRMONT AND BOLTON & MENK, INC. BIOSOLIDS AND UV DISINFECTION IMPROVEMENTS – CONSTRUCTION ADMINISTRATION

The CONSULTANT agrees to provide engineering services required for the Ground Reservoir Improvements Project. The project will involve construction of a new ultra-violet (UV) disinfection system and building, new biosolids drying and storage facility, electrical upgrades, site work and other items shown in the plans and herein referred to as the Project.

I.A. CONTRACT ADMINISTRATION

CONSULTANT agrees to provide Contract Administration Services that include, but are not limited to the following:

1. Attend and assist with the preconstruction conference to be attended by the CLIENT, contractors, and any affected utility companies.
2. Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications. Confirm compliance with material sourcing requirements of project financing program.
3. Consult with and advise the CLIENT and act as the CLIENT's construction representative as provided in the contract documents.
4. Provide wage rate monitoring as required by project financing agency.
5. Make periodic visits to the site to observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents, including general supervision of Resident Project Representative services.
6. Provide interpretation of plans and specifications.
7. Review the contractor's request for partial payments. Such review shall be based upon the on-site observations and such written documentation as may be available at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
8. Conduct a final inspection of the Project to determine, in general, conformance with contract documents completion requirements and to assist in evaluation of the final payment request from the contractor.
9. Develop final record drawings and provide to CLIENT in paper and digital format.

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, sequences, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

I.B. CONSTRUCTION OBSERVATION

CONSULTANT agrees to provide Resident Project Representative (RPR) services during construction of the Project. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. RPR services do not constitute acceptance or approval of the contractor's work, nor do they relieve any part of the contractor's responsibility under the construction documents. Scope and limitations of RPR services are further defined in Exhibit II-RPR.

I.C. CONSTRUCTION STAKING

It is agreed that the CONSULTANT will provide construction staking services and furnish the necessary equipment and supplies to establish both horizontal and vertical control and horizontal layout in accordance with the contract documents for the contractor's guidance in construction of the Project.

I.D. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A., I.B., and I.C. of this Exhibit I shall be considered not part of this Agreement and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services which exceed the provisions of this Agreement; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. All other services not specifically identified in Section I.A., I.B. and I.C., including soil testing services of an independent testing laboratory to verify compaction of trench backfill, aggregate gradation tests or other material tests not specifically required to be performed by the contractor.

EXHIBIT II - RPR

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.
 - b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
8. Records:
- a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.



STAFF MEMO

Prepared by: Matthew R. York, Public Works and Utilities Director	Meeting Date: 08/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.3
Reviewed by: Matt Skaret, Administrator	Item: Consideration of Bids for the Ground Storage Reservoir Reconstruction Project at the West Side/Industrial Park Location		
Presented by: Matthew R. York, Public Works and Utilities Director	Action Requested: Motion to Approve Bid from DN TANKS, LLC. for the Ground Storage Reservoir Reconstruction at the West Side/Industrial Park Location in an amount of \$3,849,800		
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

Design and Bidding Approved by Council in August 2023
 Project Approved to bid in June 2024

REFERENCE AND BACKGROUND

On July 25, 2024, the City opened bids for the Ground Storage Reservoir Reconstruction at the West Side/Industrial Park location.

The current tanks were constructed in 1968 and were originally purposed for industrial ammonia storage. The coatings in these tanks have been failing, resulting in severe corrosion of the structural beams. Multiple structural inspections in the last 20 years have been performed and have reached the common consensus that the existing corrosion cannot be repaired, and full demolition and replacement are required. The corrosion is severe enough that recent inspectors would not enter the tanks for personal safety reasons.

The project has been a long-term target, with initial funding applications dating back to 2012. The city applied again in the spring of 2023 and is eligible for a low-interest loan from the Drinking Water Revolving Fund. The project's design was authorized in November of 2023 with plans submitted to the Minnesota Department of Health in March of 2024.

There were 2 bidders for the project; the low bidder was DN Tanks, LLC from Wakefield, MA. The 2 bidders were the main Water Storage Tank companies in the United States, and they will be the General Contractors on the Project.

DN TANKS, LLC, Wakefield, MA	\$3,849,800
PRELOAD, LLC, Louisville, KY	\$4,086,000

The engineering estimate for this project was \$4,300,000.

BUDGET IMPACT

Clean Water and Drinking Water State Revolving Fund Program will be utilized for the cost of this project. \$4.5 Million was approved in the FY24 Capital Improvement Plan

SUPPORTING DATA/ATTACHMENTS

Bolton and Menk: Evaluation Memo

Bolton and Menk: Bid Tabulation



**BOLTON
& MENK**

Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

August 1, 2024

**BID EVALUATION FOR THE
GROUND STORAGE RESERVOIR IMPROVEMENTS
FAIRMONT, MINNESOTA**

Two (2) bids were received on July 25, 2024, for the Ground Reservoir Improvements project. This project included the new 2.0 million gallon concrete water storage reservoir, demolition of the existing steel reservoirs and electrical work. The bids for the project ranged from a low of \$3,849,800 to a high of \$4,086,000 as shown in the attached bid tabulation. The low bidder was DN Tanks, LLC, from Wakefield, Massachusetts. The engineer's estimate was \$4 million for the tank.

The specifications and bid documents did not contain any wording or ambiguities so as to force the Contractor to build in additional contingencies. The project had high bidder interest, and the number of bids received indicates significant interest in this project. Therefore, we feel that the bids received were competitive and responsive, and rebidding the project would not provide any cost savings.

The lowest responsive bid for this project was received from DN Tanks, LLC. They have successfully constructed numerous similar projects in the region, and we have experience of successful projects with them.

DN Tanks, LLC. is experienced in the type of work required for this project and has fulfilled the bidding and contract requirements. Therefore, we recommend that the bid from DN Tanks, LLC be accepted.

Respectfully Submitted,

Bolton & Menk, Inc.

John Graupman, P.E.

Principal Environmental Engineer

Enclosure: Bid Tabulation



Real People. Real Solutions.

BID TABULATION

Project Location: City of Fairmont, Minnesota
Project Title: Ground Storage Reservoir Improvements
Project No.: 0M2.132826
Addendum(s): No. 1 – 07/02/2024
No. 2 – 07/22/2024
No. 3 – 07/24/2024

Bid Day/Date: Thursday, July 25, 2024
Bid Time: 2:00 p.m.

	BIDDERS	TOTAL PROJECT BASE BID PRICE
1.	DN Tanks, LLC Wakefield, MA	\$3,849,800.00
2.	Preload, LLC Louisville, KY	\$4,086,000.00



STAFF MEMO

Prepared by: Matthew R. York, Public Works and Utilities Director	Meeting Date: 08/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.4
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Approve Ground Storage Reservoir Construction Management Services with Bolton and Menk		
Presented by: Matthew R. York, Public Works and Utilities Director	Action Requested: Motion to Approve Task Order #6 for Construction Management Services with Bolton and Menk for the Ground Storage Reservoir Reconstruction Project		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approve Board/Commission/Committee Recommendation:		

PREVIOUS COUNCIL ACTION

Design and Bidding Approved by Council in August 2023
 Project Approved to bid in June 2024

REFERENCE AND BACKGROUND

Bolton and Menk was selected for the Design and Bidding of this project in August 2023.

As you will see that on the documents attached, Task Order #6 will assist the City with the following items:

1. Attend and assist with the preconstruction conference to be attended by the CLIENT, contractors, and any affected utility companies.
2. Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications. Confirm compliance with material sourcing requirements of project financing program.
3. Consult with and advise the CLIENT and act as the CLIENT’s construction representative as provided in the contract documents.
4. Provide wage rate monitoring as required by project financing agency.
5. Make periodic visits to the site to observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents, including general supervision of Resident Project Representative services.
6. Provide interpretation of plans and specifications.
7. Review the contractor’s request for partial payments. Such review shall be based upon the onsite observations and such written documentation as may be available at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.

8. Conduct a final inspection of the Project to determine, in general, conformance with contract documents completion requirements and to assist in evaluation of the final payment request from the contractor.
9. Develop final record drawings and provide to CLIENT in paper and digital format.

This work is necessary as the City does not have the resources or construction knowledge to ensure the project is managed to the highest extent possible. The total cost of Task Order #6 is \$184,000, which is approximately 4.8% of the project's total cost.

BUDGET IMPACT

Clean Water and Drinking Water State Revolving Loan Fund Program will be utilized for the cost of this project. \$4.5 Million was approved in the 2024 Capital Improvement Plan

SUPPORTING DATA/ATTACHMENTS

Task Order #6 – Bolton and Menk

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

TASK ORDER NO: 006 – Ground Water Storage Reservoir Project Construction Services

CLIENT: City of Fairmont

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: August 12, 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 or in the attached Scope (Exhibit I and II). All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

1. Professional services not identified above, including concrete and soil testing services of an independent testing laboratory.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order will be billed on an hourly basis. The estimated value for these services will be \$184,000.

3.0 Schedule:

Schedule for performance of services will be as follows, such that all services will be completed by June 1, 2026.

4.0 Deliverables:

Deliverables will be as follows or as set forth in attached Exhibit I and II.

5.0 Term:

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT’S obligations under this Task Order or until a new Master Agreement 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.:
John Graupman, P.E.
1960 Premier Dr
Mankato, MN 56001
Office Phone: 507-625-4171
Email: john.graupman@bolton-menk.com

CLIENT: CITY OF FAIRMONT

CONSULTANT: BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Seth Peterson, P.E.

Title: _____

Title: Senior Principal Engineer

Date: _____

Date: August 12, 2024

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENTS TO THIS TASK ORDER: Exhibit I and II

EXHIBIT I

SCOPE OF SERVICES FOR TASK ORDER 6 CITY OF FAIRMONT AND BOLTON & MENK, INC. GROUND RESERVOIR IMPROVEMENTS – CONSTRUCTION ADMINISTRATION

The CONSULTANT agrees to provide engineering services required for the Ground Reservoir Improvements Project. The project will involve demolition of two existing steel reservoirs, construction of a new 2.0 million gallon concrete reservoir, electrical upgrades at the booster pump station and other items shown in the plans and herein referred to as the Project.

I.A. CONTRACT ADMINISTRATION

CONSULTANT agrees to provide Contract Administration Services that include, but are not limited to the following:

1. Attend and assist with the preconstruction conference to be attended by the CLIENT, contractors, and any affected utility companies.
2. Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications. Confirm compliance with material sourcing requirements of project financing program.
3. Consult with and advise the CLIENT and act as the CLIENT's construction representative as provided in the contract documents.
4. Provide wage rate monitoring as required by project financing agency.
5. Make periodic visits to the site to observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents, including general supervision of Resident Project Representative services.
6. Provide interpretation of plans and specifications.
7. Review the contractor's request for partial payments. Such review shall be based upon the on-site observations and such written documentation as may be available at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
8. Conduct a final inspection of the Project to determine, in general, conformance with contract documents completion requirements and to assist in evaluation of the final payment request from the contractor.
9. Develop final record drawings and provide to CLIENT in paper and digital format.

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, sequences, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

I.B. CONSTRUCTION OBSERVATION

CONSULTANT agrees to provide Resident Project Representative (RPR) services during construction of the Project. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. RPR services do not constitute acceptance or approval of the contractor's work, nor do they relieve any part of the contractor's responsibility under the construction documents. Scope and limitations of RPR services are further defined in Exhibit II-RPR.

I.C. CONSTRUCTION STAKING

It is agreed that the CONSULTANT will provide construction staking services and furnish the necessary equipment and supplies to establish both horizontal and vertical control and horizontal layout in accordance with the contract documents for the contractor's guidance in construction of the Project.

I.D. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A., I.B., and I.C. of this Exhibit I shall be considered not part of this Agreement and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services which exceed the provisions of this Agreement; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. All other services not specifically identified in Section I.A., I.B. and I.C., including soil testing services of an independent testing laboratory to verify compaction of trench backfill, aggregate gradation tests or other material tests not specifically required to be performed by the contractor.

EXHIBIT II - RPR

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.
 - b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
8. Records:
- a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.



STAFF MEMO

Prepared by: Lee Steinkamp, Airport Manager	Meeting Date: 8/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.5
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Approve the Hangar Area Taxi Lane and Apron Grant Amendment with the FAA (Grant Amendment: FRM-GLG-3-27-0029-019-2020-(1))		
Presented by: Lee Steinkamp, Airport Manager	Action Requested: Motion to Approve the Hanger Area Taxi Lane and Apron Grant Amendment with the FAA		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation: Approval		

PREVIOUS COUNCIL ACTION

Approved original grant in 2020

REFERENCE AND BACKGROUND

This is an amendment to the original 2020 grant. It commits the FAA to increasing the maximum obligation by \$19,105 (from \$288,588 to \$307,693) to cover allowable project costs.

The project consisted of constructing a new hangar taxi lane (25'x230') on the southwest side of the new 7-Unit T-Hangar, constructing new hangar aprons (27'x200 'Ea.) on the southwest and northeast sides of the new 7-Unit T-Hangar, and reconstructing a hangar taxi lane (25'x260') and hangar apron (25'x260') on the northeast side of the new 7-Unit T-Hangar.

The project is completed, we are waiting for finalization of the documents.

BUDGET IMPACT

Future payment from the FAA of \$19,105 for the project

SUPPORTING DATA/ATTACHMENTS

Original Grant Agreement

FAA Amendment



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Dakota-Minnesota Airports District Office
Bismarck Office
2301 University Drive, Building 23B
Bismarck, ND 58504

Federal Aviation Administration
Dakota-Minnesota Airports District Office
Minneapolis Office
6020 28th Avenue South, Suite 102
Minneapolis, MN 55450

August 4, 2020

Mr. Troy Nemmers
100 Downtown Plaza
Fairmont, MN 56031

Dear Mr. Nemmers:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. **3-27-0029-018-2020** at **Fairmont Municipal Airport** in Fairmont, Minnesota. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must have the authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their digital signature using the Adobe EchoSign link – no additional software is needed.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their digital signature.
- d. You will not be able to make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Airports District Office.

Andy Peek, 612-253-4631, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Butler
Deputy ADO Manager
Minneapolis Office



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	August 4, 2020	
Airport/Planning Area	Fairmont Municipal	
AIP Grant Number	3-27-0029-019-2020	
Unique Entity Identifier	076484658	
TO:	City of Fairmont	
	(herein called the "Sponsor")	

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 15, 2020, for a grant of Federal funds for a project at or associated with the Fairmont Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Fairmont Municipal Airport (herein called the "Project") consisting of the following:

The project is to construct a new hangar taxilane (25'x230') on the southwest side of the new 7-Unit T-Hangar, construct new hangar aprons (27'x200 'Ea.) on the southwest and northeast sides of the new 7- Unit T-Hangar and reconstruct a hangar taxilane (25'x260') & hangar apron (25'x260') on the northeast side of the new 7-Unit T-Hangar.

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$288,588**.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$288,588** airport development or noise program implementation; and,
 - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 27, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of

such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects if funds are available;
- C. May be increased by not more than 15 percent for land project if funds are available.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 11/19/2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

24. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

25. **Environmental.** The environmental approval for this project was issued on April 10th 2018 This project includes the following mitigation measures:

Erosion Control Layout Plan to mitigate soil loss using proper Best Management Practices.

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

26. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;

- b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
27. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
28. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
 - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
29. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

E. Lindsay Butler

(Typed Name)

Deputy ADO Manager

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

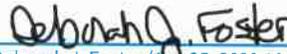
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated August 25, 2020

City of Fairmont

(Name of Sponsor)



Deborah J. Foster (AUG 25, 2020 10:34 CDT)

(Signature of Sponsor's Authorized Official)

By: Deborah J. Foster

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Mark J. Rahrlick, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated August 25, 2020

By: Mark J. Rahrlick
Mark J. Rahrlick (Aug 25, 2020 10:48 CDT)
(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

- 1) Describes the requests;
- 2) Provides an explanation as to why the requests could not be accommodated; and
- 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
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

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

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Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-018-2020

Description of Work: The project is to construct a new hangar taxilane (25'x230') on the southwest side of the new 7-Unit T-Hangar, construct new hangar aprons (27'x200' Ea.) on the southwest and northeast sides of the new 7- Unit T-Hangar and reconstruct a hangar taxilane (25'x260') & hangar apron (25'x260') on the northeast side of the new 7-Unit T-Hangar.

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No N/A

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Dated: August 25, 2020

Name of Sponsor: City of Fairmont

Name of Sponsor's Authorized Official: Deborah J. Foster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: Deborah J. Foster
Deborah J. Foster (Aug 25, 2020 10:34 CDT)

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

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-018-2020

Description of Work: The project is to construct a new hangar taxilane (25'x230') on the southwest side of the new 7-Unit T-Hangar, construct new hangar aprons (27'x200' Ea.) on the southwest and northeast sides of the new 7- Unit T-Hangar and reconstruct a hangar taxilane (25'x260') & hangar apron (25'x260') on the northeast side of the new 7-Unit T-Hangar.

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and

c. Prepare and retain as-built plans (Order 5100.38)

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Dated: August 25, 2020

Name of Sponsor: City of Fairmont

Name of Sponsor's Authorized Official: Deborah J. Foster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:


Deborah J. Foster (Aug. 25, 2020 10:34 CDT)

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-018-2020

Description of Work: The project is to construct a new hangar taxilane (25'x230') on the southwest side of the new 7-Unit T-Hangar, construct new hangar aprons (27'x200' Ea.) on the southwest and northeast sides of the new 7- Unit T-Hangar and reconstruct a hangar taxilane (25'x260') & hangar apron (25'x260') on the northeast side of the new 7-Unit T-Hangar.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Dated: August 25, 2020

Name of Sponsor: City of Fairmont

Name of Sponsor's Authorized Official: Deborah J. Foster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: Deborah J. Foster
Deborah J. Foster (Aug 25, 2020 10:34 CDT)

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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-018-2020

Description of Work: The project is to construct a new hangar taxiway (25'x230') on the southwest side of the new 7-Unit T-Hangar, construct new hangar aprons (27'x200' Ea.) on the southwest and northeast sides of the new 7-Unit T-Hangar and reconstruct a hangar taxiway (25'x260') & hangar apron (25'x260') on the northeast side of the new 7-Unit T-Hangar.

Application 49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Dated: August 25, 2020

Name of Sponsor: City of Fairmont

Name of Sponsor's Authorized Official: Deborah J. Foster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:


Deborah J. Foster (AUG 25, 2020 10:34 CDT)

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-018-2020

Description of Work: The project is to construct a new hangar taxilane (25'x230') on the southwest side of the new 7-Unit T-Hangar, construct new hangar aprons (27'x200' Ea.) on the southwest and northeast sides of the new 7- Unit T-Hangar and reconstruct a hangar taxilane (25'x260') & hangar apron (25'x260') on the northeast side of the new 7-Unit T-Hangar.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR §26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)), was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR §200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

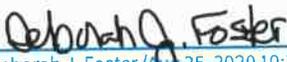
Dated: August 25, 2020

Name of Sponsor: City of Fairmont

Name of Sponsor's Authorized Official: Deborah J. Foster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:


Deborah J. Foster (Aug 25, 2020 10:34 CDT)

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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-018-2020

Description of Work: The project is to construct a new hangar taxiway (25'x230') on the southwest side of the new 7-Unit T-Hangar, construct new hangar aprons (27'x200' Ea.) on the southwest and northeast sides of the new 7- Unit T-Hangar and reconstruct a hangar taxiway (25'x260') & hangar apron (25'x260') on the northeast side of the new 7-Unit T-Hangar.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC §47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Dated: August 25, 2020

Name of Sponsor: City of Fairmont

Name of Sponsor's Authorized Official: Deborah J. Foster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
Deborah J. Foster (Aug 25, 2020 10:34 CDT)

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

**Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota**

**FAA DMA ADO
Dakota-Minnesota Airports District
Office
6020 28th Ave S, Ste 102
Minneapolis, MN 55450**

XRFKA2FKJP42
(UEI/DUNS No)

Fairmont Municipal Airport
(Airport/Planning Area)

AMENDMENT NO. 1 TO GRANT AGREEMENT AIP GRANT NO. 3-27-0029-019-2020

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the “FAA”) has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the City of Fairmont (hereinafter referred to as the “Sponsor”), accepted by said Sponsor on be amended in conformance with the Sponsor’s letter dated 01/10/2024 and as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended as follows:

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs, up to the Maximum Obligation amount listed in Condition No. 1, incurred accomplishing the Project as the United States share of the Project.

For increases above the Original Maximum Obligation amount listed in Condition No. 1, the Federal Share shall not exceed **90 percent** of the additional allowable costs.

The combined participation Federal Share rate for this project is therefore **99.31%**.

This amendment commits the FAA, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by **\$19,105** (from **\$288,588** to **\$307,693**) to cover the Federal share of the total actual eligible and allowable project costs.

All other terms and conditions of the Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of
January 29, 2024

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Cindy Perry

(Signature)

(Typed Name)

(Title of FAA Official)

XRFKA2FKJP42

(UEI/DUNS No)

Fairmont Municipal Airport

(Airport/Planning Area)

City of Fairmont

(Name of Sponsor)

Lee C Baarts

Lee C Baarts (Jun 25, 2024 16:05 CDT)

(Signature of Sponsor's Designated Official Representative)

Lee C Baarts

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

June 25, 2024

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of Minnesota and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated _____

By: _____



STAFF MEMO

Prepared by: Lee Steinkamp, Airport Manager	Meeting Date: 8/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.6
Reviewed by: Matt Skaret, Administrator	Item: Consideration to Approve the Reconstruction of Taxiway A Lighting - Phase 1: Design Grant Agreement with the FAA		
Presented by: Lee Steinkamp, Airport Manager	Action Requested: Motion to Approve the Reconstruction of Taxiway A Lighting – Phase 1: Design Grant Agreement with the FAA		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Approval Board/Commission/Committee Recommendation: Approval		

PREVIOUS COUNCIL ACTION

Approved project in the 2024 budget
 Approved task order with KLJ on 4/22/2024
 Approved Grant application on 5/13/2024

REFERENCE AND BACKGROUND

This project consists of completing environmental, design, bidding, and closeout reporting services for the Taxiway Edge Light and Signage System Replacement project at the Fairmont Municipal Airport. The project consists of Taxiway Edge Light and Signage System Replacement including new LED fixtures, base cans, cabling, conduit, a regulator and removal of the existing system. The current Taxiway Edge Lighting and Signage System is approximately 40 years old. The fixtures and wiring are corroding leading to increased maintenance and decreased reliability. All the fixtures use a specific incandescent light bulb, used only for airports. The bulbs continue to be more costly and difficult to obtain. A new system, with LED fixtures, will be more reliable, involve less maintenance, and offer lower utility costs.

The project cost will be 90% funded through a grant in aid from the Infrastructure Investment and Jobs Act (IIJA) also known as the Bipartisan Infrastructure Law (BIL) passed in 2021. MNDOT Aeronautics will match funds with 5% cost share and the local share will be 5%.

The actual construction and replacement will occur in 2025 and be funded by another 90/5/5 split grant. The preliminary non-engineered estimate of construction cost is approximately \$500,000.

BUDGET IMPACT

Maximum Grant Agreement by the FAA is \$76,000. MNDOT Aeronautics' share is \$4,222. Local share is \$4,222

SUPPORTING DATA/ATTACHMENTS

Reconstruct Taxiway A Lighting - Phase 1: Design FAA Grant Agreement and Certifications



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota

Dakota-Minnesota Airports
District Office
6020 28th Ave S, Ste 102
Minneapolis, MN 55450

July 26, 2024

Mr. Lee C. Baarts
Mayor
100 Downtown Plaza
Fairmont, MN 56031

Dear Mr. Baarts:

The Grant Offer for Airport Improvement Program (AIP) Project **No. 3-27-0029-023-2024** at Fairmont Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 23, 2024.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kyle Sebesta, (701) 323-7390, Kyle.E.Sebesta@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Terry
Manager



U.S. Department of Transportation
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 26, 2024
<hr/>	
Airport/Planning Area	Fairmont Municipal Airport
<hr/>	
Airport Infrastructure Grant Number	3-27-0029-023-2024
<hr/>	
Unique Entity Identifier	RKZXGE9Y27A1
<hr/>	

TO: City of Fairmont
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)
This grant channels through the State of Minnesota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 11, 2024, for a grant of Federal funds for a project at or associated with the Fairmont Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Fairmont Municipal Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway A Lighting - Phase 1: Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$76,000.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$76,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 23, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 19, 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. **Investigation of Complaints.**
- 1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. **Remedy and Enforcement Authority.**
- 1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees 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 [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
31. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated July 26, 2024

City of Fairmont

(Name of Sponsor)



Lee C Baarts (Jul 26, 2024 09:43 CDT)

(Signature of Sponsor's Authorized Official)

By: Lee C Baarts

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of Fairmont), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 11, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-023-2024

Description of Work: Reconstruct Taxiway A Lighting- Phase 1: Design

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR §200.318(c)).

Yes No N/A

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR §1200.112).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

July 26, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: Lee C Baarts

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
[Lee C Baarts \(Jul 26, 2024 09:43 CDT\)](#)

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

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-023-2024

Description of Work: Reconstruct Taxiway A Lighting- Phase 1: Design

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
 Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
 Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
 Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
 Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and

c. Prepare and retain as-built plans (Order 5100.38)

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

July 26, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: Lee C Baarts

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:


[Lee C Baarts \(Jul 26, 2024 09:43 CDT\)](#)

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

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-023-2024

Description of Work: Reconstruct Taxiway A Lighting- Phase 1: Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
 a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
 a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

July 26, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: Lee C Baarts

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:


[Lee C Baarts \(Jul 26, 2024 09:43 CDT\)](#)

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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-023-2024

Description of Work: Reconstruct Taxiway A Lighting- Phase 1: Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
- Yes No N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
- Yes No N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- Yes No N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
- Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

July 26, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: Lee C Baarts

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:



Lee C Baarts (Jul 26, 2024 09:43 CDT)

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-023-2024

Description of Work: Reconstruct Taxiway A Lighting- Phase 1: Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)), was or will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - Publicly opened at a time and place prescribed in the invitation for bids; and
 - Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - Plan for publicizing and soliciting an adequate number of qualified sources; and
 - Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, etseq)
 - e. Occupational Safety and Health Act requirements (20 CFR part1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR §200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

July 26, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: Lee C Baarts

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
[Lee C Baarts \(Jul 26, 2024 09:43 CDT\)](#)

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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Fairmont

Airport: Fairmont Municipal Airport

Project Number: 3-27-0029-023-2024

Description of Work: Reconstruct Taxiway A Lighting- Phase 1: Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

July 26, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: Lee C Baarts

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
[Lee C Baarts \(Jul 26, 2024 09:43 CDT\)](#)

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STAFF MEMO

Prepared by: Matt Skaret, Administrator	Meeting Date: 8/12/2024	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	Agenda Item # 9.A.7
Reviewed by:	Item: Consideration to Schedule a Council Workshop		
Presented by: Matt Skaret, Administrator	Action Requested: Motion to Set a Budget Workshop Date and Discuss City Facility Workshop		
Vote Required: <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	Staff Recommended Action: Board/Commission/Committee Recommendation:		

REFERENCE AND BACKGROUND

Council needs to set a date and time to have a budget workshop to discuss the preliminary budget and tax levy for 2025. The Preliminary Levy needs to be set by September 30th. The Council can always set the final levy lower in December, but cannot raise it above the preliminary levy.

Also, requests have been made that we have a Council workshop to discuss future plans for City facilities such as City Hall, the Fire Hall, and the SMEC Building. Feasibility studies have been completed on the City Hall and Fire Hall. I recommend having a representative from Brunton Architects and Engineers review these studies. Facility planning could also be part of the overall Strategic Planning that I recommend Council have early next year as there could be changes to Council with the November 5th General Elections.

BUDGET IMPACT

SUPPORTING DATA/ATTACHMENTS



**Council Member Agenda Request
Submitted 8/1/2024 for 8/12/2024 Council Meeting**

Agenda Item: 10.1

From: Britney Kawecki

Subject: Consider Sale of City Portion of the Ice Arena

Policy/Action Requested: Prepare Options for Sale of Arena

Overview:

1. What does the agreement state in regards to potential sale?
2. Building is in need of repair?
3. Is the county interested in purchase?
4. Is the Fair Board interested in purchase?
5. Is the Hockey Association interested in purchase?

Attachments:

 Council Action: _____ Date: _____



**Council Member Agenda Request
Submitted 8/1/2024 for 8/12/2024 Council Meeting**

Agenda Item: 10.2

From: Britney Kawecki

Subject: Meeting with FACC

Policy/Action Requested: Set up meeting with FACC to discuss funding

Overview:

1. Have staff set up a presentation with FACC during a council meeting to explain/request amount of funding needed to finalize design, operations, and any additional costs needed prior to construction.
2. Have TAFT review rough draft operational agreement sent to TAFT December 2023 in anticipation of council meeting for review.
3. Initiate transfer of funds to FACC to continue community center progress.

Attachments:

 Council Action: _____ Date: _____



**Council Member Agenda Request
Submitted 8/1/2024 for 8/12/2024 Council Meeting**

Agenda Item: 10.3

From: Britney Kawecki

Subject: Public Safety

Policy/Action Requested: Chief of Police to Remain Until Council Chamber is Empty of Council

Overview:

Mayor Baarts has requested council spend additional funds to increase city hall safety. A few select council and administrative staff have been found to linger after meetings placing themselves at a much greater safety risk following council meetings and work sessions, when city hall is empty of other staff, other council, and citizens, the downtown area and the streets are quiet; this places individuals at an increased risk.

Requesting the Chief of Police to remain present seems like a large request and burden on his time but certain council and staff exiting council chambers in a timely manner appears to be a problem and their safety and the city's safety is our number one priority. A simple solution is to exit the chambers immediately so the Chief of Police can ensure the safety of staff and council.

Attachments:

Council Action: _____ Date: _____