



## **CITY COUNCIL AGENDA**

Monday, April 28, 2025, 5:30 p.m.

- 1. Roll Call/Determination of Quorum**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Recognition/Presentations**
  - 4.1** Presentation on Potential George Lake Dam Removal (4)
- 5. Public Discussion/Comment** (Individual comments are limited to 3 minutes) (10)
- 6. Consent Agenda** (Items removed from consent will be placed at the end of the items under new business)
  - A. Minutes**
    - 6.A.1** Consideration of the City Council Minutes from the Special Meeting on April 10, 2025 (11)
    - 6.A.2** Consideration of the City Council Minutes from the Regular Meeting on April 14, 2025 (16)
  - B. Check Registers**
    - 6.B.1** Consideration of Accounts Payable April 2025 (24)
  - C. Other**
    - 6.C.1** Consideration of a Joint Powers Agreement and Court Data Subscriber Amendment to CJDN Subscriber Agreement with the MN Department of Public Safety/Bureau of Criminal Apprehension (25)
    - 6.C.2** Consideration to Declare Fairmont Police Department Property as Excess (44)
    - 6.C.3** Consideration to Call for a Public Hearing on the 2025 Departmental Fee Schedule for City Services (47)
- 7. Public Hearing**
- 8. Old Business**

- 9. New Business**
  - A. Other**
    - 9.A.1** Consideration to Direct Staff to Prepare a Request for Proposal to Sell the Southern Minnesota Educational Campus (SMEC) Building (54)
    - 9.A.2** Consideration of Appointments to City Boards and Commissions (58)
    - 9.A.3** Consideration of a Consent Agreement for Demolition of Property at 1524 Albion Avenue (59)
  - B. Public Works/Utilities**
    - 9.B.1** Consideration of a Disadvantaged Business Enterprise (DBE) Policy for Federal Grant Projects (60)
    - 9.B.2** Consideration of the FAA Improvement Program Federal Grant Request and State Airport Funding for Replacing Taxiway Lighting at the Fairmont Municipal Airport (Supplemental) (111)
    - 9.B.3** Consideration of the FAA Improvement Program Federal Grant Request and State Airport Funding for Replacing Taxiway Lighting at the Fairmont Municipal Airport (Entitlement) (166)
    - 9.B.4** Consideration of a Contract with KLJ Engineering for Construction Management for the Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay (265)
    - 9.B.5** Consideration of a Task Order with Bolton & Menk for Construction Administration for the Gomsrud Park Project (302)
    - 9.B.6** Consideration of a Master Agreement with Bolton & Menk for City Engineering Services (313)
    - 9.B.7** Consideration of a Resolution of Application for Lead Service Line Funding (330)
    - 9.B.8** Consideration of a Purchase Order for Shamrock Recycling Inc. for Yardwaste Grinding at the Tree Site (332)
    - 9.B.9** Consideration of a Contract with Brennan Construction of Minneapolis for the Sylvania Park Bandshell Project (333)
  - C. Finance**
- 10. Council Discussion**
- 11. Staff/Liaison Reports**
  - A. Public Works**

- B. Finance
- C. Community Development
- D. City Administrator
- E. Mayor/Council
- Hasek – PUC
- Kawecki – BE River One Watershed One Plan
- Kotewa
- Lubenow – Park
- Maynard
- Baarts

## 12. Adjournment

# Dates to Note

Community Engagement Session	Blue Earth Avenue Project	April 30, 2025	6 – 7:30 pm
Southern Minnesota Educational Campus: 115 S. Park Street			
City Council Meeting		May 12, 2025	5:30 pm
City Offices Closed	Memorial Day	May 26, 2025	all day



## STAFF MEMO

<b>Prepared by:</b> Hannah Neusch Water Resources Coordinator	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 4.1
<b>Reviewed by:</b> Pat Oman, Community Development Director	<b>Item:</b> Presentation on Potential George Lake Dam Removal		
<b>Presented by:</b> Hannah Neusch Water Resources Coordinator	<b>Action Requested:</b>		
<b>Vote Required:</b> <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b>  <b>Board/Commission/Committee Recommendation:</b>		

### REFERENCE AND BACKGROUND

Note - This project will **not** affect water level in the chain of lakes.

According to the DNR the George Lake Dam (in this document referred to as “the dam”) was built in 1939, which makes it 86 years old. As is typical with aging infrastructure the City is investigating if there are repairs to be made, and how much those repairs might cost. At the same time the City has also been working closely with the DNR to determine the feasibility of removing the dam and installing a series of rock rapids. Doing both investigations concurrently will allow staff to compare the pros and cons of each and create the proper presentation to Council.

After a large fish kill in 2024 City Staff requested DNR collect data for the feasibility of a series rock rapids at the current location on the dam. They determined that the location is suitable for a series of rock rapids. Cost of such a project will very likely become a factor, however it is likely that there will be grant funding, at least partially, for such a project in the future.

There are many communities which have already removed their dams, and the finished rock rapids have become a favorite for locals and tourists alike. Removing the dam would enhance the local ecosystem and would be visually and aesthetically appealing. For fish and mussels, dams cut off migration routes to breeding grounds, reduce habitat area and harm water quality by creating pools where rivers should freely flow. According to the Minnesota Department of Natural Resources (DNR), once a dam is installed, about half of the species above it die off. The stressed ecosystems become more vulnerable to further harm from invasive species like carp that thrive in lower-quality waters with few remaining predators. As dams are removed, the streams rebound and an average of 73% of the species return to their former range. In Some areas, the DNR is seeing "river giants" like paddlefish, sturgeon and giant catfish return to areas where they haven't been observed for over 100 years.



Staff would like approval to continue gathering information to create a proposal with relevant details once we have done the research and have a deeper understanding of the City's potential commitment to this project.

**BUDGET IMPACT**

Staff time for gathering of details.

**SUPPORTING DATA/ATTACHMENTS**

Photos of George Lake Dam, and similar completed projects.

**George Lake Dam during High Flow**





**George Lake Dam, 2024 Fish Kill**







The Willow River dam in Pine County, near its confluence with the Kettle River, failed in 2016 and was replaced with rock arch rapids, completed in 2022. 🟡 Courtesy of Minnesota Department of Natural Resources





Young people step from stone to stone across Norway Brook in Pine River, where a former dam was removed and replaced with rock arch rapids that allow freer flow of water. The rapids are a popular gathering spot. 🟡 Kirsti Marohn | MPR News

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## STAFF MEMO

<b>Prepared by:</b> Betsy Steuber, City Clerk	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 5
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Public Discussion/Comment		
<b>Presented by:</b> Betsy Steuber, City Clerk	<b>Action Requested:</b>		
<b>Vote Required:</b> <input type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b>  <b>Board/Commission/Committee Recommendation:</b>		

### REFERENCE AND BACKGROUND

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

### BUDGET IMPACT

### SUPPORTING DATA/ATTACHMENTS



## STAFF MEMO

<b>Prepared by:</b> Betsy Steuber, City Clerk	<b>Meeting Date:</b> 04/28/2025	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.A.1
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of the City Council Minutes from the Special Meeting held April 10, 2025		
<b>Presented by:</b> Betsy Steuber, City Clerk	<b>Action Requested:</b> Motion to Approve the City Council Meeting Minutes from the Special Meeting held April 10, 2025		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### REFERENCE AND BACKGROUND

### BUDGET IMPACT

### SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes: Special Meeting, April 10, 2025

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

City Council Minutes  
Special Meeting

April 10, 2025  
City Hall, 3:00 p.m.

**CALL TO ORDER**

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

**ROLL CALL**

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

Absent:                      None

Staff present:            Jeff O'Neill, Interim City Administrator  
                                 Michael Hunter, Chief of Police

Also present:            Christina Petsoulis, Attorney (Flaherty & Hood)

**PLEDGE OF  
ALLEGIANCE**

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

**APPROVAL OF  
AGENDA**

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

**MOTION  
Item 4A**

Mayor Baarts introduced agenda item 4A, a continuation of the agenda item from the January 15, 2025 special City Council meeting on preliminary consideration of allegations against a City of Fairmont Councilmember under Minnesota Statutes, Section 13D.05, subdivision 2(b), with the City Councilmember being Wayne Hasek. Mayor Baarts prohibited Councilmember Hasek from participating in discussion until provided an opportunity to respond, based on the unique and personal interest of him in this agenda item.

Mayor Baarts reiterated the City Council already determined there was a complaint under the Code of Conduct, which stated a sufficient claim of a violation of the Code, and the purpose of this meeting was to determine whether to take any formal action against Councilmember Hasek.



Mayor Baarts outlined the process for the meeting, recommending the following:

- Investigator Hiller present the findings of the investigation to determine whether the allegations against Councilmember Hasek substantiate a finding of a violation of the Code of Conduct or Rules of Procedure
- Councilmembers ask Investigator Hiller questions regarding the investigation
- Councilmember Hasek be given an opportunity to respond to the allegations and investigation findings
- Council deliberate on whether a violation occurred and, if any formal action be taken it be made through a motion and vote.

Council had no objections to the process, however Councilmember Kawecki voiced frustrated with and felt targeted by the investigation process.

Investigator Hiller introduced himself to Council prior to explaining the investigation process and his findings. Hiller stated he was asked by the city administrator to investigate if there were any special privileges involving Councilmembers Maynard and Hasek. In his investigation, Hiller reviewed actions from the previous city administrator and the events leading up to the investigation. Hiller stated the issue began with a local citizen who exhibited troubling behavior towards city staff, making them feel harassed and intimidated; staff wanted the city administrator to address this issue. The prior city administrator, per his duty and obligation, consulted legal counsel around June 16, 2024, to resolve the matter, which lead to the issuance of a cease and desist to the citizen on October 10, 2024. Hiller stated that assertions were made about Councilmembers Hasek and Maynard possibly having special privileges, but his investigation found no violations of the City's Code of Conduct by either member.

Councilmember Lubenow criticized Hiller's interview process and felt the investigation became a session of complaints rather than a focused inquiry, claiming the investigation contained false statements and questioned its adherence to its original intended scope. Hiller stood behind the investigation, stating it concluded that Councilors Hasek and Maynard did not have any special privilege.

Councilmember Lubenow stated he found the situation's timing unusual and criticized Flaherty and Hood for not suggesting any steps to prevent staff harassment. Hiller further clarified his role was to assess special privilege for the two councilors, not to question the council's approach. Councilmember Kawecki concurred with Councilmember Lubenow's comments and reiterated frustration with the investigation, and felt it

was made out to be an investigation of her (Kawecki). Hiller responded that the evidence given by others was honest and correct, he fully supports his report, he needed city staff's input for a better understanding during the investigation and everyone answered the same questions. Hiller stated other councilors shared relevant information about the harassment.

Councilmember Maynard inquired if Mr. Skaret was definite in his assessment of whether or not he had gotten any influence or any order from himself or Mr. Hasek. Investigator Hiller stated that the former city administrator is certain he received no influence or direction from Councilmembers Maynard or Hasek regarding the process, decision making, or the cease and desist issued to the local community member.

Councilmembers Kawecki and Lubenow continued to question the scope of the investigation and certain Councilmembers' knowledge of the cease and desist letter prior to issuance. Councilmember Kotewa asked Investigator Hiller to clarify his role and opinion in the investigation. Hiller stated he was asked to determine whether or not there were special privileges that were asserted by Councilmembers Maynard or Hasek in the determination and issuance of a cease and desist notice to a local citizen and based on the evidence and exhibits presented, more likely than not, Councilmember Maynard and Councilmember Hasek did not violate any policies or procedures.

Mayor Baarts offered the floor to Councilmember Hasek to respond to the allegations against him and/or the findings of the investigation, to which Councilmember Hasek responded "I agree with Mr. Hiller."

During deliberation, a motion was made by Councilmember Maynard, seconded by Councilmember Kotewa that the matter be closed with no action taken. On roll call, Councilmembers Kotewa and Maynard voted in favor; Councilmember Kawecki voted against; Councilmember Hasek abstained due to his involvement in the matter and Councilmember Lubenow abstained due to the lack of information to make an educated vote. Motion carried.

**MOTION**  
**Item 4B**

At 3:43 pm, Mayor Baarts introduced agenda item 4B, a continuation of the agenda item from the January 15, 2025 special City Council meeting on preliminary consideration of allegations against a City of Fairmont Councilmember under Minnesota Statutes, Section 13D.05, subdivision 2(b), with the City Councilmember being Jay Maynard. Mayor Baarts prohibited Councilmember Maynard from participating in discussion until provided an opportunity to respond, based on the unique and personal interest of him in this agenda item.

Mayor Baarts reiterated that the City Council already determined there was a complaint under the Code of Conduct, which stated a sufficient claim of a violation of the Code, and that the purpose of the meeting was to determine whether to take any formal action against Councilmember Maynard.

Mayor Baarts asked if any Councilmembers wanted Investigator Hiller to review the information he recently presented or ask him any questions prior to allowing Councilmember Maynard to respond to the allegations and investigation findings. Councilmember Maynard had no additional comments other than requesting the matter be handled as Councilmember Hasek's – the matter be closed with no action taken.

During Council deliberation, a motion was made by Councilmember Hasek, seconded by Councilmember Kotewa that the matter be closed with no action taken. During discussion, Councilmember Lubenow stated he believed that Councilmember Maynard gave a direct order to the City Administrator to send the cease and desist. On roll call, Councilmembers Hasek and Kotewa voted in favor; Councilmembers Kaweck and Lubenow voted against; and Councilmember Maynard abstained due to his involvement in the matter. Mayor Baarts broke the tie vote voting in favor. Motion carried.

Prior to adjourning, Councilmember Maynard made a motion to direct staff to redact the investigators report to the minimum extent necessary to comply with the law and prepare it for public release. Councilmember Maynard withdrew his motion after Attorney Petsoulis advised against such practice, stating taking the initiative sets an unrealistic expectation and brushes against the data practices policy.

## **ADJOURNMENT**

Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to adjourn the meeting, as there was no further business to come before the Council. All present voted in favor. Motion carried. The Fairmont City Council adjourned at 3:49 p.m.

ATTEST:

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Lee C. Baarts, Mayor

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Betsy Steuber, City Clerk



## STAFF MEMO

<b>Prepared by:</b> Betsy Steuber, City Clerk	<b>Meeting Date:</b> 04/28/2025	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.A.2
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of the City Council Minutes from the Regular Meeting held April 14, 2025		
<b>Presented by:</b> Betsy Steuber, City Clerk	<b>Action Requested:</b> Motion to Approve the City Council Meeting Minutes from the Regular Meeting held April 14, 2025		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### REFERENCE AND BACKGROUND

### BUDGET IMPACT

### SUPPORTING DATA/ATTACHMENTS

City Council Meeting Minutes: Regular Meeting, April 14, 2025

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

City Council Minutes  
Regular Meeting

April 14, 2025  
City Hall, 5:30 p.m.

**CALL TO ORDER**

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

**ROLL CALL**

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

Absent:                      None

Staff present:            Jeff O'Neill, Interim City Administrator  
                                 Matthew York, Director of Public Works/Utilities  
                                 Paul Hoyer, Finance Director  
                                 Michael Hunter, Chief of Police  
                                 Pat Oman, Community Development Director  
                                 Tom Donnelly, Municipal Liquor Store Manager  
                                 Lee Steinkamp, Municipal Airport Manager  
                                 Tyler Cowing, Civil Engineer  
                                 Betsy Steuber, City Clerk  
                                 Troy Nemmers, Bolton & Menk (contracted services)  
                                 Cara Brown, City Attorney, via telephone  
                                 (Flaherty & Hood)

**PLEDGE OF  
ALLEGIANCE**

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

**APPROVAL OF  
AGENDA**

Motion was made by Councilmember Maynard, seconded by Councilmember Hasek 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.

**RECOGNITION/**

Mayor Baarts proclaimed Friday, April 25, 2025 as Arbor Day in the City

## **PRESENTATIONS**

### **Item 4.1**

of Fairmont prior to inviting the community to the City of Fairmont Park Department's annual Arbor Day Celebration on April 25 at 1:30 pm at Bird Point Park (591 Woodland Avenue).

### **Item 4.2**

For the next item of business, Director Oman presented a matrix of grants/funding mechanisms received and a listing of funding opportunities under consideration. The matrix outlined the funding mechanisms applied for, their purpose, strategic objectives and administration details. Oman noted most grants listed were successfully written and received, with a few exceptions that were not awarded.

Next, Director Oman highlighted some legislative items for which there is support, along with a number of grant programs being pursued. Oman stated the list was not exhaustive and reflects efforts made in the first quarter of 2025 with staff actively reviewing potential grants for funding and match requirements related to ongoing projects.

Discussion centered around the City's lobbyist involvement with acquiring funding for various projects. Director Oman stated they aid in obtaining information, connecting the City with important contacts and navigating the process of securing funding through important channels that the city cannot access on its own.

## **PUBLIC DISCUSSION/ COMMENT**

Richard Bradley, resident of Fairmont, posed numerous questions to Council relating to the Fairmont Area Community Center draft agreement.

- Ownership: Who will own the proposed Community Center?
- Documentation: Who is the point person ensuring the FCC submits the necessary documentation to receive the promised \$12.6 million?
- Lease Exit: Why would the city cover debts incurred by FCC if it exits the lease early, as stated in the draft agreement?
- Reimbursement: Why is the city willing to reimburse FCC for investments if it exits the lease early?
- Redesign Costs: Who will pay for any redesign changes, considering the taxpayers have already spent a significant amount on architectural designs?

In concluding, Bradley urged these questions be addressed before the City Council allocates \$12.6 million of taxpayer funds to the FCC.

Darlene Lutz, resident of Fairmont commented and raised concern regarding who will be responsible for the soft costs (i.e. tables, chairs, exercise equipment) of the community center. Ms. Lutz stressed the need for clarity and transparency before sales tax money is distributed. The majority of councilmembers voiced concerns over the lingering Community Center project while emphasizing the need to establish a

timeline for concrete actions and decisions to be made regarding the project.

## **CONSENT AGENDA**

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

- City Council Meeting Minutes from the Regular Meeting held March 24, 2025
- City Council Meeting Minutes from the Special Meeting held March 24, 2025
- An Event Permit for the Fairmont Lakes Foundation Spring Fishing Tournament on May 17, 2025
- An Event Permit for the Early Childhood Initiative Storybook Walk from July 1, 2025 to August 31, 2025
- An Event Permit for the City of Fairmont Live Art Installation on Jun 14, 2025
- An Application/Permit for the Large Outdoor Public Fireworks Display by J & M Designs for July 4, 2025
- A Tobacco License and a License to Sell Edible Tetrahydrocannabinol Infused Products for CAPL Retail, LLC., dba Express Lane at 407 E. Blue Earth Avenue
- A 3.2% Off Sale License for CAPL Retail, LLC., dba Express Lane at 407 E. Blue Earth Avenue
- The MNDOT State Airports Fund Equipment Grant Agreement/Resolution 2025-15 for Contract No 1059706 to Purchase a John Deere Zero Turn Mower and Declare the Current Unit as Surplus

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

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

Chief Hunter introduced agenda item 9.A.1: Consideration of the Fairmont Police Department Body Worn Camera (BWC) Audit, dated March 27, 2025. Chief reported that every two years, state law requires an audit of the body camera program with the findings presented to Council.

The Fairmont Police Department BWC Program has been in place since 2018, making the Fairmont PD one of the first departments to use body cameras in southern Minnesota. Chief Hunter provided a brief background on body camera usage, noting they provide an objective view of events, help clarify situations when perception may differ from reality

and are synced with the newer squad cameras in patrol vehicles to allow for comprehensive coverage, capturing both exterior and interior audio.

Motion was made by Councilmember Kotewa, seconded by Councilmember Kawecky to Approve the Body Worn Camera Audit, as Presented, and Direct Staff to Submit the Audit Report to the State of Minnesota Legislative Commission on Data Practices and Personal Data Privacy All present voted in favor. Motion carried.

**MOTION**  
**Item 9.A.2**

Interim O'Neill provided background information on agenda item 9.A.2: Consideration to Adopt a Policy for Processing Multiple Retail Cannabis Registration Applications with a Single License Available. As the city has one retail cannabis license available and multiple candidates who have expressed interest, O'Neill outlined the proposed policy, as approved by the City Attorney. The proposed approach focuses on a first-come, first-served basis to manage applications, eliminate favoritism and ensure transparency for applicants.

Motion was made by Councilmember Kawecky, seconded by Councilmember Maynard to Adopt the Cannabis Local Retail Registration Process, as Presented. All present voted in favor. Motion carried.

**MOTION**  
**Item 9.A.3**

Agenda item 9.A.3: Consideration to Authorize an Amendment to an Agreement with MSA Professional Services, Inc., dated 05/09/2022 regarding Updates to the Zoning Ordinance and Subdivision Regulation Updates was introduced to Council by Director Oman. Oman noted the proposed amendment will allow the city to manage the review process with MSA's support, leading to public review events where citizens can provide input prior to a formal public hearing process with an anticipated completion date of August 2025.

Motion was made by Councilmember Kawecky, seconded by Councilmember Kotewa to Authorize Amendment Contract No: 1 with MSA Professional Services, Inc. to Complete Chapter 26 Zoning Ordinance and Chapter 24 Subdivision Regulation Updates. All present voted in favor. Motion carried.

**MOTION**  
**Item 9.A.4**

Director Oman introduced item 9.A.4: Consideration of an On-Call Planning Services Contract with MSA Professional Services, Inc. Oman stated the proposed agreement with MSA incurs no costs unless their services are used, providing for immediate support for any planning or zoning questions, with costs outlined in the agreement.

Motion was made by Councilmember Kawecky, seconded by Councilmember Kotewa to Approve a Professional Services Agreement with MSA Professional Services, Inc. for On-call Planning Services. All present voted in favor. Motion carried.



**MOTION**  
**Item 9.A.5**

Interim O'Neill shared his background working with city engineers, primarily noting, regardless of how a city is set-up (with an engineer on staff or with public works people) the overall goal is to create a productive and efficient partnership between city staff, council and the city engineer for the benefit of the community.

A Request for Proposal was sent out on November 1, 2024 with proposals received from SEH, ISG and Bolton & Menk. The proposals were reviewed and interviews held by Councilmember Kawecki, Councilmember Kotewa, Interim O'Neill, Director York and Tyler Cowing. While each firm was qualified and capable, having a wealth of resources and the ability to offer various services beneficial to the city, ISG and Bolton & Menk were viewed as the top two firms for consideration.

While the majority in the work group recommended ISG, Councilmembers within the work group were split on their individual recommendations - Councilmember Kawecki voiced support for ISG noting it to be time for a change as Bolton & Menk has become complacent and Councilmember Kotewa voiced continued support for Bolton & Menk noting a strong sentiment in the community, given their long-standing presence and local workforce. Councilmembers Maynard and Hasek concurred with Councilmember Kotewa.

Prior to calling for a vote, Councilmember Kawecki voiced her frustration as a committee member who spent hours reviewing proposals, debating candidates and providing Council with a recommendation that fellow councilors appear not willing to consider.

Motion was made by Councilmember Hasek, seconded by Councilmember Maynard to Appoint Bolton & Menk as the Consulting Engineer for the City of Fairmont, as determined by City Council. On roll call, Councilmembers Hasek, Kotewa and Maynard voted in favor; Councilmembers Kawecki and Lubenow voted against. Motion carried.

**MOTION**  
**Item 9.B.1**

While staff initially thought they could manage construction administration of the Gomsrud Park project, due to the size and complexity of another project Director York brought forth Task Order #11 with Bolton & Menk for Gomsrud Park Project Construction Administration for Council consideration.

Several councilmembers expressed concerns with the \$70,000 expense, raising questions on how the cost was determined and if there is the opportunity for negotiation with Bolton & Menk.

Motion was made by Councilmember Kotewa, seconded by Councilmember Maynard to table item 9.B.1 to a future meeting, directing staff to re-negotiate the dollar amount of Task Order #11. Councilmembers Hasek, Kotewa, Lubenow, and Maynard voted in favor; Councilmember Kawecky voted against. Motion carried.

**MOTION**  
**Item 9.B.2**

Director York introduced item 9.B.2: Consideration to Approve the Purchase of a New Dump/Plow Truck and Snow Removal Equipment to replace a 1990 L8000 in excess of 152,000 miles for the Public Works Department.

Councilmember Kawecky inquired about the total number of dump trucks owned by the City and questioned why said truck had not been replaced despite historical replacement practices while appreciating the detailed information included in the packet for this agenda item. Councilmember Maynard reemphasized the need to replace aging equipment along with maintenance challenges of older equipment.

Motion was made by Councilmember Maynard, seconded by Councilmember Kotewa to Approve the Purchase of a Chassis from Truck Center Companies, Dump/Snow Removal Equipment from TBEI and Towmaster Truck Equipment and Declare a Truck as Excess Inventory to be sold at Auction. All present voted in favor. Motion carried.

**COUNCIL DISCUSSION**  
**Item 10.1**

Councilmember Lubenow brought up designating revenues from from THC infused products to be sold at the Municipal Liquor Store be designated for specific projects – such as road repairs . Director Hoyer reported the sale of those products will be accounted for in a specific fund and can be used as Council directs.

**STAFF/LIAISON**  
**REPORT**

Director York reported the following:

- Adopt a Park program participants were recognized and those interested in adopting a park were encouraged to contact City Hall.
- The City will be performing maintenance (mowing and spraying) of City detention ponds, while being mindful of the timing to allow for pollinator growth.
- An email will be sent to Council on the courts at Veterans Park regarding prior conversations on resurfacing and/or reconstruction

Director Hoyer reported that preparatory operations are underway for the upcoming season at the Fairmont Aquatic Park.

Director Oman reported the Region 9 Community Resiliency Planning Committee will be meeting on Thursday, April 24, at 5:00 pm.

Interim O'Neill listed preliminary dates for Council to hold strategic planning sessions to identify long term City goals. An email with more definite information will be sent.

Councilmember Kaweck reported on her recent attendance at the Library Board meeting and that One Watershed One Plan is moving forward with different capital projects for the City of Fairmont to focus on.

Councilmember Lubenow shared that Fairmont CER's summer on-line registration is LIVE and that local legislators will be in Fairmont on April 15, 2025 at 5:00 pm to hear from citizens on local concerns.

Councilmember Maynard reported the Airport Board did not meeting due to lack of a quorum and FEDA approved a façade loan.

Councilor Kotewa attended the Region 9 meeting with MNDOT presenting. MndOT will be redoing Highway 15 from the railroad tracks to Goemann road Summer 2025.

Mayor Baarts stated that the Bravo Zulu House is seeking volunteers

## **ADJOURNMENT**

Motion was made by Councilmember Maynard, seconded by Councilmember Hasek to adjourn the meeting, as there was no further business to come before the Council. All present voted in favor. Motion carried. The Fairmont City Council adjourned at 7:34 p.m.

ATTEST:

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Lee C. Baarts, Mayor

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Betsy Steuber, City Clerk



## STAFF MEMO

<b>Prepared by:</b> Paul Hoyer, Finance Director	<b>Meeting Date:</b> 04/28/2025	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.B.1
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of Accounts Payable April 2025		
<b>Presented by:</b> Paul Hoyer, Finance Director	<b>Action Requested:</b> Motion to Approve the April 2025 Accounts Payable List		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### REFERENCE AND BACKGROUND

### BUDGET IMPACT

### SUPPORTING DATA/ATTACHMENTS

The April 2025 bills are attached at the end of the agenda.



## STAFF MEMO

<b>Prepared by:</b> Betsy Steuber, City Clerk	<b>Meeting Date:</b> 04/28/2025	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.C.1
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of a Joint Powers Agreement and Court Data Subscriber Amendment to CJDN Subscriber Agreement with the MN Department of Public Safety/Bureau of Criminal Apprehension		
<b>Presented by:</b> Betsy Steuber, City Clerk	<b>Action Requested:</b> Motion to Approve Resolution 2025 – 16: Resolution Approving the State of Minnesota Joint Powers Agreements with the City of Fairmont on behalf of its City Attorney and Police Department, the State of Minnesota Joint Powers Agreement for SWIFT Contract #264339 and the Court Data Subscriber Amendment to CJDN Subscriber Agreement with the MN Department of Public Safety/Bureau of Criminal Apprehension (BCA) for the City of Fairmont Prosecution Attorney		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### **PREVIOUS COUNCIL ACTION**

The State of Minnesota through the BCA requires the City to enter into a Joint Powers Agreement (JPA) and a Court Data Services Subscriber Amendment (Subscriber Amendment) to the CJDN Subscriber Agreements on behalf of the Police Department and on behalf of the Prosecuting Attorney. The Fairmont City Council approved a BCA Joint Powers Agreement and Court Data Subscriber Amendment for the Fairmont Police Department in March 2024.

### **REFERNECE AND BACKGROUND**

Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network for authorized agencies in Minnesota. The Joint Powers Agreement/Court Data Subscribers Amendment lists the details of access to state systems and local agency limitations and the responsibilities with that data access.

The City wishes to continue access to the BCA data repository systems and tools for the Prosecuting Attorney to submit Court Records and perform legal duties effectively. Certain BCA tools can only be utilized by the Prosecuting Attorney if the attached documents are approved and submitted to the State.

### **BUDGET IMPACT**

### **SUPPORTING DATA/ATTACHMENTS**

Joint Powers Agreement  
Court Data Subscriber Amendment to CJDN Subscriber Agreement  
Resolution 2025-16



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Fairmont on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

  - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
  - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
  - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### **3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.2590
Email Address:	<a href="mailto:Diane.Bartell@state.mn.us">Diane.Bartell@state.mn.us</a>



The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Taylor McGowan, Acting County Attorney  
Address: 123 Downtown Plaza  
Fairmont, MN 56031-1726  
Telephone: 507.238.1594  
Email Address: [taylor.mcgowan@co.martin.mn.us](mailto:taylor.mcgowan@co.martin.mn.us)

## **5 Assignment, Amendments, Waiver, and Agreement Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

## **7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

**7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

**7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## **8 Government Data Practices**

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## **9 Investigation of Alleged Violations; Sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**  
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**  
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its

own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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***The Parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. GOVERNMENTAL UNIT**

Name: Lee C. Baarts  
(PRINTED)

Signed: \_\_\_\_\_

Title: Mayor  
(with delegated authority)

Date: \_\_\_\_\_

Name: Betsy Steuber  
(PRINTED)

Signed: \_\_\_\_\_

Title: City Clerk  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT**

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Fairmont on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

### **Recitals**

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 264339, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

**a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

**b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

**c.** To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

**d.** That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

**e.** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.



**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

### 1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Lee C. Baarts  
(PRINTED)

Signed: \_\_\_\_\_

Title: Mayor  
(with delegated authority)

Date: \_\_\_\_\_

Name: Betsy Steuber  
(PRINTED)

Signed: \_\_\_\_\_

Title: City Clerk  
(with delegated authority)

Date: \_\_\_\_\_

### 2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

### 3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

### 4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_

## **RESOLUTION NO. 2025-16**

### **RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF FAIRMONT ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Fairmont on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Fairmont on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Chief of Police, Michael Hunter, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Martin County Attorney, Taylor McGowan, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Lee C. Baarts, the Mayor for the City of Fairmont, and Betsy Steuber, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 28th day of April, 2025.

Motion by:

Seconded by:

All in Favor:

Opposed:

Abstained:

Absent:

**CITY OF FAIRMONT**

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Lee C. Baarts, Mayor

ATTEST:

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Betsy Steuber, City Clerk



## STAFF MEMO

<b>Prepared by:</b> Michael Hunter, Police Chief	<b>Meeting Date:</b> 04/28/2025	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.C.2
<b>Reviewed by:</b> Interim City Administrator Jeff O'Neill	<b>Item:</b> Consideration to Declare Fairmont Police Department Property as Excess		
<b>Presented by:</b> Michael Hunter, Police Chief	<b>Action Requested:</b> Motion to Declare the listed Fairmont Police Department Property as Excess and to Approve the Disposal Method (by Sale or Donation) as Staff Recommends		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

Previous approval of excess property.

### REFERENCE AND BACKGROUND

1. The Fairmont Police Department has the attached list of vehicles that have been impounded as a result of the listed case files. Proper notice has been mailed/served upon the proper/required parties. No claim or arrangements were made for the return of the vehicles and the associated cases have been resolved/closed. The vehicles will be declared as excess property and sold on MNBid Online Auction.
2. The Fairmont Police Department recently upgraded our squad car light bars and we have one old Whelen light bar that is operational. Granda Fire Department has request this item as a donation for a grass rig they are putting together.
3. The Fairmont Police Department recently upgraded their portable radios to the Motorola APX600s for the upcoming encryption requirement for CJIS related radio transmissions. FPD has 19 first generation ARMER radios that are not able to be updated to encryption and can only be used on non-encrypted channels. Granada Fire has requested ten of those radios to be donated to them. They have agreed to pay the \$100 per radio reprogramming fee at Alpha Wireless. Granda Fire has also requested and agreed to purchase two APX 4000 portable radios at market value that have been replaced in our rotation by the previously mentioned APX 6000 radios.
4. The Fairmont Police Department has 13 abandoned/unclaimed bikes from 2024. The bikes are not in good condition and will be sold or disposed of.

### BUDGET IMPACT

Disposal costs are unknown but minimal.

Funds raised by sale of excess items off set operating expenses such as towing fees.

### SUPPORTING DATA/ATTACHMENTS

List of 14 Abandoned/Impounded/Excess Vehicles

List of one old light bar

List of 21 old Motorola Radios

List of 13 Abandoned/Unclaimed Bicycles from 2024.



# Fairmont Police Department

## Excess property to be sold, donated, or disposed of in 2025

### (14) Abandoned/Impounded/Excess Vehicles

<u>Color</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>VIN</u>	<u>Reference#</u>
Black	Cadillac	Escalade	2003	1GYEK63N23R219594	20-7480
Red	U/K	Moped	U/K	U/K	21-5063
Black	Chevy	GMT-400	1997	2GCEK19R8V1184526	21-6365
Black	Saturn	Ion	2004	1G8AJ54F14Z219123	22-229
White	Ford	Escape	2006	1FMYU93166KC15696	22-3962
Tan	Oldsmobile	Alero	2003	1G3N152E23C316358	22-5187
Red	Suzuki	Motorcycle	U/K	U/K ground off	22-5620
White	Sparton	Trailer	1994	1PBSR22N3R1000511	22-7408
Blue	Chevy	Malibu	2000	1G1NE52J5Y6339753	23-2265
Blue	Nissan	Altima	2009	1N4AL21E79N480108	23-7777
White	Chevy	Equinox	2011	2CNALBEC9B6478563	23-8202
White	Starcraft	Capri/boat	1972	Illegible	23-8933
Red	Polaris	Victory	1999	5VPCB15DXX3000946	24-5905
Black	Chrysler	Sebring	2007	1C31C66K07N691385	N/A

### Police Equipment

#### (1) Light Bar

\*Granada Fire Donation Whelen LFL Liberty series light bar S/N#58050

### Police Radios

#### (21) Motorola Portable Radios (Donated, Sold, or Disposed)

*Granada Fire Donation	<b>205CLF7683</b>	AZ489FT5804	H46UCF9PW6BN	<b>XTS2500</b>
*To be disposed	205CLF7684	AZ489FT5804	H46UCF9PW6BN	XTS2500
*Granada Fire Donation	<b>205CLK1440</b>	AZ489FT5804	H46UCF9PW6BN	<b>XTS2500</b>
*Granada Fire Donation	<b>205CLK1441</b>	AZ489FT5804	H46UCF9PW6BN	<b>XTS2500</b>
*Granada Fire Donation	<b>205CLZ1557</b>	AZ489FT5804	H46UCF9PW6BN	<b>XTS2500</b>
*Granada Fire Donation	<b>205CLZ1558</b>	AZ489FT5804	H46UCF9PW6BN	<b>XTS2500</b>
*Granada Fire Donation	<b>205CLZ1559</b>	AZ489FT5804	H46UCF9PW6BN	<b>XTS2500</b>
*Granada Fire Donation	<b>205CLZ1560</b>	AZ489FT5804	H46UCF9PW6BN	<b>XTS2500</b>
*Granada Fire Donation	<b>205CLZ1561</b>	AZ489FT5804	H46UCF9PW6BN	<b>XTS2500</b>
*To be disposed	205CLZ1562	AZ489FT5804	H46UCF9PW6BN	XTS2500
*To be disposed	205CLZ1563	AZ489FT5804	H46UCF9PW6BN	XTS2500
*To be disposed	205CLZ1564	AZ489FT5804	H46UCF9PW6BN	XTS2500
*To be disposed	205CLZ1565	AZ489FT5804	H46UCF9PW6BN	XTS2500
*To be disposed	205CLZ1566	AZ489FT5804	H46UCF9PW6BN	XTS2500

*To be disposed	205CLZ1567	AZ489FT5804	H46UCF9PW6BN	XTS2500
*To be disposed	205CLZ1568	AZ489FT5804	H46UCF9PW6BN	XTS2500
*Granada Fire Donation	<b>205CLZ1570</b>	AZ489FT5804	H46UCF9PW6BN	<b>XTS2500</b>
*To be disposed	205CLZ1571	AZ489FT5804	H46UCF9PW6BN	XTS2500
*Granada Fire Donation	<b>205CLZ1572</b>	AZ489FT5804	H46UCF9PW6BN	<b>XTS2500</b>
*Sold To Granada Fire	<b>426CVR2128</b>	AZ489FT7049	H51UCF9PW6AN	<b>APX4000</b>
*Sold To Granada Fire	<b>426CVR2127</b>	AZ489FT7049	H51UCF9PW6AN	<b>APX4000</b>

04/07/25 List completed by Captain Tonder, FPD #30

### (13) Abandon Bicycles

<u>DATE</u>	<u>BRAND</u>	<u>TYPE</u>	<u>SERIAL#</u>	<u>COLOR</u>	<u>CFS</u>
3/4 2024	KENT	BMX	GS42062	WHITE	24-1629
5/9 2024	MONGOOSE	BMX	21617820	BLACK	24-2985
6/4 2024	SCHWINN	MTB	NONE	BLACK	24-3757
7/26 2024	HYPER	MTB	NONE	BLACK	24-5917
8/2 2024	KENT	MTB	NONE	BLACK	24-5395
8/6 2024	GIANT	MTB	NONE	ORANGE	24-5512
8/9 2024	NEXT	MTB	NONE	BLUE	24-5587
8/16 2024	KENT	BMX	NONE	BLACK	24-5741
8/16 2024	MONGOOSE	BMX	ACP800393	CHROME	24-5741
8/23 2024	CHOLO	BMX	NONE	CHROME	24-5927
9/23 2024	UNKNOWN	MTB	MON2157711	BLACK	24-6720
10/15/2024	MONGOOSE	MTB	NONE	PURPLE	24-7301
10/15/2024	UNKNOWN	MTB	ACJ07L015488	BLUE	24-8308

04/15/25 List completed by CSO Buhmann, FPD #33



## STAFF MEMO

<b>Prepared by:</b> Betsy Steuber, City Clerk	<b>Meeting Date:</b> 04/28/2025	<input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 6.C.3
<b>Reviewed by:</b> Interim City Administrator Jeff O'Neill	<b>Item:</b> Consideration to Call for a Public Hearing on the City of Fairmont Departmental Fee Schedule for City Services		
<b>Presented by:</b> Betsy Steuber, City Clerk	<b>Action Requested:</b> Motion to Call for a Public Hearing on May 12, 2025 at 5:30 pm in the Fairmont City Hall Council Chambers on the City of Fairmont Departmental Fee Schedule for City Services		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

Adoption of Resolution 2024-13: City of Fairmont Departmental Fee Schedule for City Services, May 13, 2024

### REFERENCE AND BACKGROUND

Pursuant to Minnesota Statute §462-353, following a public hearing duly noticed and held, the City of Fairmont can adopt a schedule of fees for City services. Currently, we are asking City Council to call for a hearing to be held on Monday, May 12 and at said time consider the adoption of the Departmental Fee Schedule for City Services, as attached.

### BUDGET IMPACT

### SUPPORTING DATA/ATTACHMENTS

2025 Departmental Fee Schedule with updates highlighted in yellow

**CITY OF FAIRMONT**  
**DEPARTMENTAL FEE SCHEDULE FOR CITY SERVICES**

Potential Hearing & Effective Date: May 12, 2025

**CITY WIDE FEES**

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

**ADMINISTRATION & GENERAL GOVERNMENT**

**Alcoholic Beverage Licenses**

Intoxicating Liquor	\$2,500.00 per year	Resolution 3.43(a), 3.94(a) Resolution 2021-32
Sunday Liquor	\$200.00 per year	
Club License	\$300.00 per year	
3.2% Beer On-Sale	\$200.00 per year	
3.2% Beer Off Sale	\$100.00 per year	
Wine On-Sale	\$250.00 per year	
Taproom/Brewpub	\$300.00 per year	
Brewer Off-Sale (Growlers/Crowlers)	\$100.00 per year	
Small Brewer Off-Sale 128 oz./day	\$100.00 per year	
Temporary Intoxicating Liquor (3-4 day)	\$50.00 per event	
Temporary 3.2% Beer	\$10.00 per event	
Temporary Consumption & Display	\$50.00 per event	
Consumption & Display (Set-up)	\$100.00 per year	
Keg in Park	No Charge, but permit needed	
New License Investigation Fee	\$100.00	

**Cannabis and Hemp Business Licenses**

Initial Registration Fee	Not to exceed \$500.00 or half the amount of an initial state license, whichever is less	Ordinance 2024-07, Minnesota Statute §342.11
Renewal Registration Fee	Not to exceed \$1,000.00 or half the amount of an initial state license, whichever is less	
Temporary Cannabis Application	Not to exceed \$500.00 or half the amount of a state application fee for a cannabis event organizer license, whichever is less	
Civil Penalty (sale or registration violation)	\$2,000.00	

**Miscellaneous Licenses**

Tobacco/Cigarette	\$150.00 per year	Resolution 14.18, 14.42
THC/Edibles	\$200.00 per year	
Refuse Hauling	\$75.00 per truck	
Taxi	\$50.00 per vehicle	
Theater	\$75.00 per year	
Peddler/Solicitor/Transient Merchant	\$300.00 per year	Resolution 19.17(h)

Feeder/Supplier/Transient Merchant	\$150.00 per month	Resolution 15.17(b)
Golf Cart Permit	\$20.00 per year	Clerk 16.6(a)
ATV Permit	\$20.00 per year	Council 16.92(a)
Event Permit	\$15.00 per event	
Food Wagon/Vendor Permit	\$25.00 per event – Must be in conjunction with an event	Ordinance 18.45(1)
Overnight Camping	\$50.00 per event – Must be in conjunction with an event	
Dog/Cat License	\$10.00 per year - if spayed or neutered \$15.00 per year - if not spayed or neutered	Admin. Change 7/28/21
Dangerous Dog Registration	\$100.00, plus license fee	
Motor Vehicle Impound/Storage Fees	\$10.00 per day	
Leased Parking Stall	\$25.00 per month, plus tax	
Rental Registration	\$5.00 per unit up to \$100.00 for 3 years	Approved by Council 27.11
Rental Inspection	\$40.00	
Vacant Building Registration	\$100.00	Ord. 2021-04
Assessment Certificate	\$15.00	
<b>Administrative Citations</b>		
		City Code 2.6(c)
Violation	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup>	
<u>Animals</u>		
4-21 Running at Large	\$50.00 \$75.00 \$100.00	
4-24 Nuisances	\$50.00 \$75.00 \$100.00	
4-25 Sanitation	\$50.00 \$75.00 \$100.00	
<u>Liquor</u>	\$750.00 \$1,500.00 \$2,000.00 Fourth Violation – Revocation of License (5 year look back period)	Resolution 2013-30
Other Violations	\$50.00 \$75.00 \$100.00	
<u>Building Code</u>		
6-18 Enforcement	\$150.00 \$300.00 \$500.00	
<u>Miscellaneous Provision &amp; Offenses</u>		
15-1 Curfew for Minors	\$25.00 \$50.00 \$75.00	
15-2 Noise	\$25.00 \$50.00 \$75.00	
<u>Nuisances</u>		
17-1 Junk	\$150.00 \$300.00 \$500.00	
17-2 Weeds & Grass	\$25.00 \$50.00 \$75.00	
<u>Solid Waste</u>		
22-18 Storage	\$150.00 \$300.00 \$500.00	
22-20 Open Burning	\$150.00 \$300.00 \$500.00	
22-21 Dumping in Streets	\$50.00 \$75.00 \$100.00	
23-3 Ice and Snow	\$50.00 \$75.00 \$100.00	
<u>26-26 Zoning</u>	Not to exceed \$500.00 May accrue each day violation continues	
<b>Rental Housing Code</b>		
27-4 Rental Registration	\$100.00 \$200.00 \$300.00	
27-5 Rental Inspection	\$100.00 \$200.00 \$300.00	
	Inspections due to noncompliance are charged at 2.5 times the hourly rate of the inspector. Abatement of violations include a \$75.00 administrative fee in addition to the actual costs of abatement. If abatement requires more than one hour of staff time, the property owner is charged \$150.00 per hour. A \$50.00 charge is added to accounts where expenses are not paid, and special assessment is levied against the property owner and the account is certified to the county for collection.	Code 25.1006
<u>Stormwater Management</u>		
Illicit Discharges & Connection	Major Violation \$1,000.00 Minor Violation \$500.00	Code 25-1002

Illicit Connection to Stormwater System	Major Violation \$1,000.00 Minor Violation \$500.00	
Failure to Provide Adequate Measures to Prevent an Illicit Discharge	Major Violation \$500.00 Minor Violation \$200.00	
Failure to Report a Spill	\$200.00	
Failure to Clean up a Spill	\$200.00	
Failure to Respond to a Notice of Violation	\$100.00	
Grass clippings found on the street	Verbal Warning \$25.00 \$100.00	
<u>Land Disturbing Activities</u>		City Code 25-1003
Per each Distinct Violation	Major Violation \$500.00 Minor Violation \$250.00	
<u>Structural Stormwater BMP Violations</u>		City Code 25-1004
Failure to perform proper maintenance of a structural stormwater BMP	Major Violation \$500.00 Minor Violation \$250.00	
Removal and/or alteration to a structural stormwater BMP or easement	Major Violation \$500.00  Minor Violation \$250.00	
Failure to submit required easement and/or maintenance agreement	\$250.00	
Failure to submit maintenance records	\$100.00	
<u>Miscellaneous Code Violations Not Listed</u>	\$100.00 \$200.00 \$300.00	
<b>COMMUNITY DEVELOPMENT</b>	Fees are doubled if no permit was issued prior to starting work	
<u>Building Permits</u>	<u>Fees + state surcharge fees</u>	
\$1.00 to \$500.00	\$29.50	
\$501.00 to \$2,000.00	\$28.00 for the first \$500.00 plus \$3.70 for each additional \$100.00 or fraction thereof, to and	
\$2,001.00 to \$25,000.00	\$83.50 for the first \$2,000.00 plus \$16.55 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00	
\$25,001.00 to \$50,000.00	\$464.15 for the first \$25,000.00 plus \$12.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
\$50,001.00 to \$100,000.00	\$764.15 for the first \$50,000.00 plus \$8.45 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
\$100,001.00 to \$500,000.00	\$1,186.65 for the first \$100,000.00 plus \$6.75 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	
\$500,000.00 to \$1,000,000.00	\$3,886.65 for the first \$500,000.00 plus \$5.50 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00	
\$1,000,001 and up	\$6,636.65 for the first \$1,000,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof	
Plan Review Fee	65% of the Permit Fee	
State Surcharge	As per Minnesota Statute 16B.70	
<u>Other Inspections &amp; Fees</u>		
Outside of normal business hours	\$63.25 per hour (minimum charge two hours)	
Reinspection fees under Minnesota Building Code Section 1300.0160	\$63.25 per hour	

City Code 6.6(b) references Ordinance 2000-4 for the fees

Outside Consultants for plan checking and inspections, or both	Actual costs	
<u>Flat fees for small residential projects</u>	<u>Base permit fee</u>	
Roofing	\$69.50	
Siding	\$69.50	
Window/Door	\$69.50	
Plumbing (water heater, etc.)	\$69.50	
Mechanical (furnace, A/C, etc.)	\$69.50	
Demolition	\$25.00	
<b>PLANNING &amp; ZONING</b>		
Appeal/Code Amendment	\$150.00	
Administrative Appeal	\$50.00	
Conditional Use (CUP)	\$250.00	
Home Occupation (HOP)	\$150.00	
CUP/HOP Annual Review	\$30.00	
Minor Plat	\$90.00	
Planned Unit Development	\$250.00	
Preliminary Plat	\$300.00	
Rezoning	\$300.00	
Variance (Residential)	\$150.00	
Variance (Commercial)	\$250.00	
Zoning Verification	\$25.00	
Zoning permit – Sheds/Fence/Steps	\$25.00	
<b>ENGINEERING DEPARTMENT</b>		
Land Disturbance	Fee is doubled if no permit was issued prior to starting work	
5,000 square feet – 0.49 acres	\$50.00	
.05 acres - .99 acres	\$75.00	
1 acre or greater	\$200.00	
Yard Waste Recycling Site Usage (Commercial Use Only)	\$1,500.00 per year	
Oversized Load	\$40.00/\$80.00	
Right-of-Way (ROW) Permit	\$25.00	
After the Fact ROW Permit	Two times original permit fee	
<b>FIRE DEPARTMENT</b>		
Fire Call	\$500 + cost of materials	
United Township Coop Fire Association Fire Call Charge	\$1,000.00 for first hour + cost of materials Additional hourly rate of \$19.91/hr/firefighter	
<b>PARKS &amp; RECREATION</b>		
Park Shelter Rental	\$85.00 per day, plus tax (Lincoln Shelter) \$125.00 per day, plus tax (Sylvania Shelter) \$125.00 per day, plus tax (Cedar Creek Shelter)	Park Policy 01/23/2023
Weddings (in a City Park)	\$250.00 per day, plus tax	
Fish Cleaning Key Card	\$5.00 per year	
SMEC Rental	*Rentals for full week are only charged for 4 days	
For Profit	\$100.00 per day *	
	\$50.00 per half day *	
	\$550.00 monthly/short term (6 mos. or less)	
	\$400.00 Volume Discount (daily/week)	
	\$200.00 Volume Discount (half days/week)	
Non-profit	\$50.00 per day *	
	\$25.00 per half day *	

	\$500.00 monthly/short term (6 mos. or less)	
	\$200.00 Volume Discount (daily/week)	
	\$100.00 Volume Discount (half days/week)	
Individual Rental	\$85.00	
<b>Aquatic Park</b>		
Daily Admission	\$7.00 per person 2 years and up	
Punch Card (12 admissions)	\$70.00	
Punch Card (12 fitness admissions)	\$30.00	
Individual Pass	\$90.00	
Family Membership (up to 5 people)	\$190.00	
Additional family member/Caregiver	\$25.00 each	
Fitness Class Admission	\$3.00	
Swimming Lessons	\$45.00 per session	
Private Lessons	\$20.00 per session for one swimmer	
	\$35.00 per session for two swimmers	
	\$45.00 per session for three swimmers	
Facility Rental	\$200.00 per two hours for two pools	
	\$400.00 per two hours for four pools	
<b>PUBLIC WORKS DEPARTMENT</b>		
Front End Loader	\$95.00/hour	FEMA 2023 Schedule of Equipment Rates
Backhoe	<del>\$95.00/hour</del> \$100.00/hour	
Dump Truck	\$75.00/hour	
Pickup Truck	<del>\$40.00/hour</del> \$55.00/hour	
Street Sweeper	\$185.00/hour	
Bucket Truck	<del>\$95.00/hour</del> \$125.00/hour	
Skid Loader	<del>\$55.00/hour</del> \$80.00/hour	
Labor Costs	As specified in AFSME Union Contract plus benefits	
<b>UTILITIES</b>		
	All Water and Sewer Connections and Distribution Fees are based upon the most current Water and Sewer Connection and Distribution Policy approved by the Public Utilities, which is attached and incorporated in this Fee Schedule	
<b>ELECTRIC DEPARTMENT</b>		
Large Trucks #24, 26, 29	\$125.00 per hour	
Mini-Excavator	\$125.00 per hour	
Pickup Truck	\$55.00 per hour	
Small Trencher	\$35.00 per hour	
Cable Locator	\$75.00 per hour	
Secondary Cable Fault Locator	\$75.00 per hour	
Primary Fault Locator	\$100.00 per hour	
Vacuum Excavator (includes 1-man)	\$125.00 per hour	
Infrared Viewer	\$125.00 per hour	
<b>WATER DEPARTMENT</b>		
Backhoe	\$185.00 per hour	
Backhoe with Cement Breaker/Tamper	\$225.00 per hour	
Air Compressor	\$50.00 per hour	
Pumps	See Wastewater Charges	
Tap Charges ¾" – 2"	\$110.00 per Man Hour	
Tap Charges 4" – 8"	\$140.00 per Man Hour	
Meter Repair	\$175.00	
Dump Truck	\$90.00 per hour	
Water Shut off	\$75.00	
<b>WASTEWATER DEPARTMENT</b>		



Vactor	\$330.00 per hour	
TV Camera – Main Line	\$125.00 per hour	
Septage Fee	<del>\$65.00</del> \$85.00 per 1,000 gallons	
PUMPS	Half Day                      All Day	
6" Pump	\$180.00                      \$320.00	
4" Pump	\$125.00                      \$215.00	
3" Pump	\$ 95.00                      \$140.00	
1 ½" – 2" Pump	\$ 55.00                      \$ 85.00	
Shoring (labor extra if required)	\$100.00                      \$200.00	
Labor cost	As specified in IBEW Union Contract plus benefits.	
It should be understood that the above charges are for repair of equipment damaged by accidents or charged to other cities or utilities. The above charges will be used for repairs as specified in the Electric, Water and Wastewater service policies.		
<b>AIRPORT</b>		
Ramp fee		
Hangar Rental Rate	\$35.00 - \$150.00 per night (depending on aircraft size)	
Monthly Hangar Rental Rates	6 units at \$80.00 per month 6 units at \$110.00 per month 5 units at \$120.00 per month 5 units at \$155.00 per month 4 units at \$125.00 per month 1 unit at \$315.00 per month 1 unit at \$125.00 per moth Big Box Hangar \$300.00 - \$600.00 per month (depending on aircraft size)	

## STAFF MEMO

<b>Prepared by:</b> Jeff O'Neill, Interim City Administrator	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 9.A.1
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration to Direct Staff to Prepare a Request for Proposal to Sell the Southern Minnesota Educational Campus (SMEC) Building		
<b>Presented by:</b> Jeff O'Neill, Interim City Administrator	<b>Action Requested:</b> Motion to Direct Staff to Proceed with the Preparation of a Request for Proposal for the Purpose of Identifying a Developer Interested in the Purchase of the SMEC Building		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

### REFERENCE AND BACKGROUND

City Council is asked to consider directing staff to prepare a request for proposal to be submitted to the development community for the purpose identifying parties interested in pursuing purchase and adaptive re-use of the SMEC building. In recent weeks staff has received unsolicited interest from multiple developers in the purchase and reuse of the facility for multi family residential purposes. At the same time, UHD has indicated shortcomings of the facility and is in the process of analyzing options for their future operation which may not include staying at the SMEC location. STEP has moved out as well. Loss of tenants and coincidental interest in purchase of the building gives rise to the question. Is it time for the City to put SMEC on the market? Following are some additional circumstances to consider that point to facilitating adaptive re-use of the building.

**City Hall or Police Station or Community Center uses do not appear to be viable.** It is my understanding that the SMEC building has been looked at for adaptive re-use as a Police station or City Hall. It was concluded that the structure and layout is not readily adaptable for supporting a contemporary **Police Station** or **City Hall** operation. In speaking to Chief Hunter, a previous analysis showed that conversion of the building to a functional police station was simply not feasible. However, instead of soliciting proposals from developers, Council could take a closer look at the building as a City Hall or Police Station.

As you know, there was some discussion about converting the building for use to a **Community Center**. Although the building has potential for supporting a number of Community Center functions, this idea was not pursued likely do to the fact that recreational amenities such as a pool could not be accommodated by the SMEC building. Council could elect to keep the facility for potential use as a Community Center.

Lastly, shortage of **day care** has been noted as an issue for the City. I do not know to what extent the facility has been explored as a site for a day care operation. Some cities such as Luverne MN, have received grants and have had some success in retrofitting underutilized facilities for day care purposes.

**Meeting space use convenient but not essential.** Current City use of the building is limited to using classrooms for meeting space. Although useful in this regard, there is a meeting space available at City Hall for many of the meetings conducted at SMEC. City Council Chambers, with some limitations, is available as meeting space during the day and after hours. For large community meetings, the City would likely find the School District a good partner in providing auditorium or classroom space. Simply put, it is not worth the cost to maintain the building for the meeting space that is used today.

**Expensive Deferred Maintenance on the horizon.** The Wold study also reveals delayed and expensive maintenance that needs to be addressed in the near future. Sale of the building at this time would enable such maintenance activities to occur in conjunction with preparing the structure for its new purpose.

**Ongoing maintenance expense.** As revealed below, the cost to maintain the building and grounds is notable and not a wise use of resources on a facility that is difficult to rent and provides modest meeting space benefit.

UHD lease - \$2,503/mo

STEP lease - \$4,432/mo

Loss of lease revenue - \$83,544/yr

Annual expense budget - \$98,130

Operating Deficit without STEP and UHD – (\$85,000)/yr

If Council so chooses to authorize preparation of a request for proposal it is recommended that the City Council review and approve the RFP prior to advertisement. A short and preliminary list of conditions in the RFP for future review to include but not limited to:

- Requirements for proposals adhering to comprehensive plan and zoning requirements or provide rational supporting amendments to governing land use plans.
- Description of claw back provisions assuring action occurs and if not, property reverts to the City.
- Minimum dollar value that would be acceptable as determined by City Council.

Also, in conjunction with Council action to approve a future RFP, and priority to advertisement, additional information will be presented to Council to assist Council in determining if it wished to proceed. This future information to include but not limited to:

- An estimate of property tax generation once its back on the tax rolls.
- Consideration of hiring a national broker to list this property as it is unique and historical.
- Identification of historical encumbrances, title issues, or soil contamination the city is unaware, and any infrastructure running through the property that has not been addressed through easement. A title opinion and environmental review may be in order.
- Verify the Fairmont home rule charter requires competitive bidding requirements for sale of real estate. Minnesota Statutes 471.345 does not require competitive bidding. Attorney General opinion has concluded the same.

In sum although there are some reasons to hold onto the building for further detailed study into viability as a City Hall, Police Station, Community Center or day care. Given current underutilization and given the remote chance that there is a viable public use in its future, Council is asked to consider moving forward on potential sale.

As another option, Council could table matter and direct further investigation of the facility for Police Station or City hall or day care.

**BUDGET IMPACT**

Staff time to prepare, distribute and analyze options.

**SUPPORTING DATA/ATTACHMENTS**

Wold Study



# **Southern Minnesota Educational Campus Cost Totals by Category and Priority**

City of Fairmont  
DRAFT Facility Analysis  
8.12.21

**Building SMEC Building**

**Sum of Total Project**

**Cost at Year of**

**Construction**

**Priority**

<b>Category</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>Grand Total</b>
Mechanical Systems		\$ 583,500.00		\$ 2,001,500.00		\$ 2,585,000.00
Accessibility	\$ 9,000.00	\$ 69,000.00	\$ 62,000.00			\$ 140,000.00
Electrical Systems	\$ 10,500.00	\$ 437,500.00	\$ 91,000.00			\$ 539,000.00
Exterior		\$ 5,500.00	\$ 352,500.00	\$ 355,500.00		\$ 713,500.00
Interior		\$ 70,000.00	\$ 500.00	\$ 87,000.00		\$ 157,500.00
Site	\$ 500.00	\$ 14,500.00		\$ 11,500.00		\$ 26,500.00
<b>Grand Total</b>	<b>\$ 20,000.00</b>	<b>\$ 1,180,000.00</b>	<b>\$ 506,000.00</b>	<b>\$ 2,455,500.00</b>		<b>\$ 4,161,500.00</b>



## STAFF MEMO

<b>Prepared by:</b> Mayor Baarts Betsy Steuber, City Clerk	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.A.2
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of Appointments to City Boards and Commissions by Mayor Baarts		
<b>Presented by:</b> Mayor Baarts	<b>Action Requested:</b> <b>Motion #1:</b> Motion to Approve the Appointment of Shaina Scheppmann to the Police Commission  <b>Motion #2:</b> Motion to Approve the Appointment of Jon Omvig to the Economic Development Authority		
<b>Vote Required:</b> <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### REFERENCE AND BACKGROUND

With several changes to appointments of City Boards and Commissions, Mayor Baarts would like to appoint the following:

Police Commission: One opening with one application received.  
Appoint Shaina Scheppmann for 3-year term

Economic Development Authority: One opening with three applications received\*  
Appoint Jon Omvig to fulfill remaining term (06/30/29) of Aaron Speltz  
\*Unselected applicants asked to keep their applications on file for future appointments

### BUDGET IMPACT

### SUPPORTING DATA/ATTACHMENTS



## STAFF MEMO

<b>Prepared by:</b> Pat Oman, Community Development Director	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.A.3
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of Consent Agreement for Demolition of Property at 1524 Albion Avenue		
<b>Presented by:</b> Pat Oman, Community Development Director	<b>Action Requested:</b> Motion to Authorize a Consent Agreement for Demolition of the House and Commercial Building at 1524 Albion Avenue		
<b>Vote Required:</b> <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

### REFERENCE AND BACKGROUND

Since the Summer of 2024 Community Development staff have been working diligently on addressing the blight with the property located at 1524 Albion Avenue, which has a vacant house and commercial building onsite. The city building official has assessed the buildings and has certified these buildings as uninhabitable. The current city ordinances do not provide an efficient mechanism to address this blight issue.

The probate process began in April 2023. The personal representative for the estate including the property located at 1524 Albion is Angela Newville. The probate is not yet complete for the property; however, the city attorney has had discussions with the probate attorney on the status of the probate and the property.

Beginning in August 2024, staff has made repeated attempts to obtain and maintain contact with the personal representative to move the matter forward. As of April 2025, through a series of phone communications and in person meetings with the personal representative, a strategy has been developed in consultation with the interim city administrator and the city attorney to develop a consent agreement with the personal representative and the city of Fairmont. This consent agreement would allow the city the opportunity to manage the demolition of both the residential and commercial buildings and return the property to a vacant lot. The personal representative agrees the costs of that demolition project will be secured by a lien on the property. Staff is currently working on obtaining an estimate for the demolition. Public Works will manage the bid process in selecting a contractor for the demolition project.

### BUDGET IMPACT

The cost will be funded by the city demolition fund. The city will be reimbursed through the sale of the property.

### SUPPORTING DATA/ATTACHMENTS



## STAFF MEMO

<b>Prepared by:</b> Matthew York, Director of Public Works and Utilities	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.B.1
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of a Disadvantaged Business Enterprise (DBE) Policy for Federal Grant Projects		
<b>Presented by:</b> Matthew York, Director of Public Works and Utilities	<b>Action Requested:</b> Motion to Approve the Disadvantaged Business Enterprise (DBE) Policy, as Presented, for Federal Grant Projects		
<b>Vote Required:</b> <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

### REFERENCE AND BACKGROUND

A requirement for Federal Funds through the FAA and other Federal Departments is having a Disadvantaged Business Enterprise (DBE) Policy. City staff and our consultant, KLJ, went through all the appropriate advertisements and meetings to answer questions about this policy with the public.

Approval of this policy allows us to continue to get funds from the FAA.

### BUDGET IMPACT

Failure to approve the DBE Policy would stop federal funding (usually 90% of federally approved projects)

### SUPPORTING DATA/ATTACHMENTS

Disadvantaged Business Enterprise (DBE) Policy



## **POLICY STATEMENT**

### **Section 26.1, 26.23 Objectives/Policy Statement**

The City of Fairmont, owner of Fairmont Municipal Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Fairmont has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Fairmont has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the City of Fairmont to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the City of Fairmont's policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Matthew York, Director of Public Works/Utilities, has been delegated as the DBE Liaison Officer. In that capacity, Director of Public Works/Utilities is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Fairmont in its financial assistance agreements with the Department of Transportation.

The City of Fairmont has disseminated this policy statement to the Airport Advisory Board and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the City of Fairmont's DOT-assisted contracts. The distribution was accomplished by posting on the official city website and advertising in the local newspaper, the Fairmont Sentinel.

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Lee C. Barts, Mayor

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Date

## **GENERAL REQUIREMENTS**

### **Section 26.1 Objectives**

The objectives are elaborated in the policy statement on the first page of this program.

### **Section 26.3 Applicability**

The City of Fairmont is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

### **Section 26.5 Definitions**

The City of Fairmont will use terms in this program that have their meanings defined in Part 26, § 26.5.

### **Section 26.7 Non-discrimination Requirements**

The City of Fairmont will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Fairmont will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### **Section 26.11 Data Collection and Reporting Requirements**

#### **Reporting to DOT**

The City of Fairmont will provide data about its DBE Program to the Department as directed by DOT and its operating administrations.

DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

The City of Fairmont will transmit to FAA annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Part 26. The City of Fairmont will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA's designated reporting system.

#### **Bidders List**

The City of Fairmont will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT.

The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

The City of Fairmont will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.

The City of Fairmont will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

The City of Fairmont will enter this data in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), the City of Fairmont will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

The City of Fairmont will maintain records documenting a firm's compliance with the requirements of this part. At a minimum, the City of Fairmont will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of the City of Fairmont financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

### **Section 26.13      Assurances Recipients and Contractors Must Make**

The City of Fairmont has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement the City of Fairmont signs with a DOT operating administration (or a primary recipient) will include the following assurance:

The City of Fairmont shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City of Fairmont shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Fairmont DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Fairmont of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 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 *et seq.*).

**Contract Assurance:** The City of Fairmont will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

## **ADMINISTRATIVE REQUIREMENTS**

### **Section 26.21      DBE Program Updates**

The City of Fairmont is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

The City of Fairmont is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the City of Fairmont is in compliance with it and Part 26. The City of Fairmont will continue to carry out this program until all funds from DOT financial assistance have been expended. The City of Fairmont does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

### **Section 26.23      Policy Statement**

The Policy Statement is elaborated on the first page of this DBE Program.

## **Section 26.25 DBE Liaison Officer (DBELO)**

The following individual has been designated as the DBE Liaison Officer for the City of Fairmont:

Matthew York, Director of Public Works/Utilities  
100 Downtown Plaza, Fairmont, MN 56031  
507-238-3942 [myork@fairmont.org](mailto:myork@fairmont.org)

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Fairmont complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the Airport Advisory Board concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Works with all departments to set overall annual goals.
3. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
4. Analyzes City of Fairmont's progress toward attainment and identifies ways to improve progress.
5. Advises the governing body on DBE matters and achievement.
6. Chairs the DBE Advisory Committee.
7. Plans and participates in DBE training seminars.
8. Acts as liaison to the Uniform Certification Process in Minnesota.

## **Section 26.27 DBE Financial Institutions**

It is the policy of the City of Fairmont to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Availability of such institutions will be investigated on an annual basis.

There are no such Institutions listed in the MnDOT DBE database at this time for the **City of Fairmont**.

The following Minnesota **Minority Depository Institutions (MDIs)** were found on the Federal Deposit Insurance Corporation (FDIC) website:  
WOODLANDS NATIONAL BANK, HINCKLEY, MN  
LAKE COUNTRY COMMUNITY BANK, MORRISTOWN, MN

The **WomenVenture** organization, operating out of St Paul, MN, has provided women of all ages, cultures, races, and income levels with the tools and resources to achieve economic success through small business ownership. Their website can be found at [www.womenventure.org](http://www.womenventure.org).

Women's Business Centers, partnering through the U.S. Small Business Administration, ensure that critical resources are available to all women entrepreneurs, and specifically those who are economically or socially disadvantaged. WBCs are approved to offer SBA loan products under SBA's Microloan Program.

## **Section 26.29      Prompt Payment Mechanisms**

The City of Fairmont requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR § 26.29, the City of Fairmont established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 10 days from the prime contractor's receipt of each payment from the City of Fairmont.

The City of Fairmont ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, the City of Fairmont has selected the following method to comply with this requirement:

The City of Fairmont will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 10 days after the City of Fairmont payment to the prime contractor.

For every airport construction project funded under Federal grant assistance programs, the City of Fairmont includes the applicable clause from FAA Advisory Circular 150/5370-10 (Section 90-06) pertaining to the selected retainage method. The applicable clause will be included verbatim. However, if state or local prompt payment laws provide for payment in less than 10 days, any reference to "10 days" will be revised accordingly.

***To implement this measure, the Sponsor includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime construction contract:***

- a. From the total of the amount determined to be payable on a partial payment, 5% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests.

<p>Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:</p> <p>(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.</p> <p>(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.</p>
<p>b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 10 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner.</p> <p>When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.</p>
<p>c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.</p>

#### Prompt Payment Monitoring for DBEs and Non-DBEs

The City of Fairmont clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, the City of Fairmont undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

The City of Fairmont requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the City of Fairmont financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the City of Fairmont or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The **City of Fairmont** reviews submittals of records of payments made to subcontractors from prime contractors. The **City of Fairmont** proactively reviews contract payments to subcontractors including DBEs on a quarterly basis. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the City of Fairmont by the prime contractor.

#### Prompt Payment Dispute Resolution

The City of Fairmont will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29.

1. The subcontractor shall attempt to resolve the discrepancy with the prime contractor.
2. If the subcontractor is unable to resolve the discrepancy with the prime contractor, the subcontractor shall present and attempt to resolve the discrepancy with the Engineer.
3. If the subcontractor is unable to resolve the discrepancy after meeting with the prime contractor and the Engineer, the subcontractor shall present its complaint to the DBELO. In addition to the complaint, subcontractor shall provide documentation stating their efforts to resolve the discrepancy with the prime contractor and Engineer.
4. If the subcontractor is unable to resolve the discrepancy through the DBELO the subcontractor shall contact the Airport Advisory Board.

The City of Fairmont has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

#### (1) Alternative dispute resolution (ADR)

- The City of Fairmont and complaining prime contractor or subcontractor agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to prompt payment and return of retainage, or the breach thereof ("Disputes") to mediation. The City of Fairmont and complaining prime contractor or subcontractor agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, the parties may seek to have the Dispute resolved through any legal proceeding or litigation, which shall solely be brought solely in Martin County District Court for the Fifth Judicial District, Martin County, Minnesota. The parties hereby consent and agree that the Martin County District Court for the Fifth Judicial District, Martin County, Minnesota, and said court shall have the sole and exclusive jurisdiction over any such proceeding unless said court lacks federal subject matter jurisdiction. If the Martin County District Court for the Fifth Judicial District, Martin County, Minnesota lacks federal subject matter jurisdiction then the United States District Court for the District of Minnesota shall have the sole and exclusive jurisdiction over any



such proceeding. The parties hereby waive any objection to jurisdiction or venue, and any defense claiming lack of jurisdiction or improper venue.

The following provisions shall apply to the mediation process:

- The parties agree to select a mediator from the Roster of Alternative Dispute Resolution (ADR)/Mediation Neutrals on file:  
<https://www.mncourts.gov/Help-Topics/AlternativeDisputeResolution.aspx>
- The parties agree to split mediation costs evenly.
- The parties agree that any mediator selected shall agree to be bound by the Code of Mediation Ethics promulgated by the Minnesota Supreme Court.
- The parties agree that mediation shall take place in Fairmont, Minnesota unless otherwise agreed upon, in writing, by the Parties.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

- The City of Fairmont shall withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the contractor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the City of Fairmont to resolve prompt payment disputes, affected subcontractor may contact the responsible **FAA** contact.

- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

#### Enforcement Actions for Noncompliance of Participants

The City of Fairmont provides appropriate means to enforce the requirements of § 26.29. These means include:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to Minnesota Statutes.

In addition, the Federal Government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001

The City of Fairmont will actively implement the enforcement actions detailed above.

### **Section 26.31      Directory of Certified Firms**

The City of Fairmont is a non-certifying member of the Minnesota Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

- Business address
- Business phone number
- Firm website(s)
- The types of work the firm has been certified to perform as a DBE and/or ACDBE.
- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.
- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by:
  1. Physical location
  2. NAICS code(s)
  3. Work descriptions
  4. All additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer that states the information within the directory is not a guarantee of the DBE's capacity and ability to perform work.

The MnDOT Directory may be found on the Internet at <https://mnucp.metc.state.mn.us/> and in Attachment 4 to this program document.

### **Section 26.33 Over-concentration**

The City of Fairmont has not identified that over-concentration exists in the types of work that DBEs perform.

### **Section 26.35 Business Development and Mentor-Protégé Programs**

The City of Fairmont has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26.

### **Section 26.37 Monitoring Responsibilities**

The City of Fairmont implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, and describes and sets forth these mechanisms in this DBE program.

The City of Fairmont actively monitors attainment toward overall goals by maintaining running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The running tally for overall goal monitoring will be maintained by collecting quarterly records of payments to subcontractors made by prime contractors. This mechanism to maintain a running tally of overall goal attainment will be used to inform the City of Fairmont decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

The City of Fairmont actively monitors participation with respect to each DBE commitment by using a running tally that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor. The running tally for contract goal monitoring will be maintained by comparing the prime contractor records of payments made to subcontractors in relation to work awarded on subcontracts. These contract-specific running tallies will be used to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

#### **Monitoring Contracts and Work Sites**

The City of Fairmont reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed, and such work is counted according to the requirements of § 26.55. Work site monitoring for counting and commercially useful function review is performed by **the Consultant**. The monitoring of work sites to assess commercially useful functions will include interviews with staff members and supervisors at the job site, photographic documentation of people and equipment performing the work, reviews of invoices and supply payments, vehicle and equipment ownership or lease verification (such as registration or lease agreements), and

any other supporting documents necessary to determine the business is performing a commercially useful function.

Contracting records are reviewed by **the Consultant**. The City of Fairmont will require prime contractors provide copies of subcontracts for review. Reviews of contracting records will include verifying mandatory contract language is included in prime and subcontracts, verifying prohibited terms and conditions are not present, and to confirm the type and amount of work described in a subcontract aligns with representations made by the prime and subcontractor in any related letters of intent. The City of Fairmont will maintain written certification that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

### **Section 26.39      Fostering Small Business Participation**

The City of Fairmont has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment **10** to this DBE Program. The program elements will be actively implemented to foster small business participation. The City of Fairmont acknowledges that implementation of the small business element is required for us to be considered by DOT as implementing our DBE program in good faith.

## **GOALS, GOOD FAITH EFFORTS, AND COUNTING**

### **Section 26.43      Set-asides or Quotas**

**The City of Fairmont** does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

### **Section 26.45      Overall Goals**

**The City of Fairmont** will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the City of Fairmont will submit its Overall Three-year DBE Goal to **FAA** by August 1<sup>st</sup> of the year in which the goal is due, as required by the schedule established by **FAA**

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the City of Fairmont does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and the City of Fairmont will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. The City of Fairmont will use **DBE Directory information and Census Bureau data** as a method to determine the base figure. The City of Fairmont understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts.

The City of Fairmont will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the City of Fairmont market.

In establishing the overall goal, the City of Fairmont will provide for consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the City of Fairmont to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the City of Fairmont is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f).

The goal submission will document the consultation process in which the City of Fairmont engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the City of Fairmont will publish a notice announcing the proposed overall goal before submission to the **FAA** on August 1st. The notice will be posted on the **City of Fairmont’s** official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by **FAA** the revised goal will be posted on the City of Fairmont official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the principal office of the City of Fairmont. This notice will provide that the City of Fairmont will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) and the location(s) where the proposed goal may be reviewed.

The Overall Three-Year DBE Goal submission to **FAA** will include any information and comments received, who provided the comment, and how the City of Fairmont considered and responded to any comments and information received before finalizing the goal.

The City of Fairmont will begin using the overall goal on October 1 of the relevant period, unless other instructions from **FAA** have been received.

#### Project Goals

If permitted or required by the **FAA**, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

#### Prior Operating Administration Concurrence

The City of Fairmont understands that prior **FAA** concurrence with the overall goal is not required. However, if the **FAA** review suggests that the overall goal has not been correctly calculated or that the method employed by **FAA** for calculating goals is inadequate, **FAA** may, after consulting with the City of Fairmont, adjust the overall goal or require that the goal be adjusted by the City of Fairmont. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment **5** to this program.

#### **Section 26.47      Failure to meet overall goals**

The City of Fairmont cannot be penalized, or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the City of Fairmont fails to administer its DBE program in good faith.

The City of Fairmont understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The City of Fairmont understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- (3) The City of Fairmont will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA upon request.

## **Section 26.51 Means Recipients Use to Meet Overall Goals**

### **Breakout of Estimated Race-Neutral & Race-Conscious Participation**

The City of Fairmont will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment **5** to this program.

The City of Fairmont will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

#### Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal. Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of Federal share of a DOT-assisted contract.

#### **Section 26.53      Good Faith Efforts Procedures in Situations where there are Contract Goals**

##### Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

**DBELO** is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as **Responsible**.

The City of Fairmont will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
  - a. The names and addresses of DBE firms that will participate in the contract;
  - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;



- c. The dollar amount of the participation of each DBE firm participating;
  - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
  - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).
  - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract;
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:

No later than 5 days after bid opening as a matter of **responsibility**.

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the City of Fairmont. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor, the City of Fairmont will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue.

The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the City of Fairmont will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which the City of Fairmont solicits proposals to design and build a project with minimal project details at time of letting, the City of Fairmont may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an

estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the City of Fairmont will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The City of Fairmont and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

The City of Fairmont will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, the City of Fairmont **will count** the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

#### Administrative Reconsideration of Good Faith Efforts determinations

Within **5** days of being informed by the City of Fairmont that it is **not responsible** because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Cara Brown, City Attorney  
Chris Hood, City Attorney  
Flaherty & Hood, P.A.

525 Park Street, Suite 470 St. Paul, MN 55103

651-225-8840 [cebrown@flaherty-hood.com](mailto:cebrown@flaherty-hood.com) and [cmhood@flaherty-hood.com](mailto:cmhood@flaherty-hood.com)

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### Good Faith Efforts procedural requirements (post-solicitation/award)

The City of Fairmont will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that the City of Fairmont deems appropriate if the prime contractor fails to comply with the requirements of this section.

The City of Fairmont will require the awarded contractor to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

The City of Fairmont will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless the City of Fairmont causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient.

This requirement applies to instances that include but are not limited to: when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The City of Fairmont will include in each prime contract a provision stating that:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the City of Fairmont's written consent as provided in § 26.53(f); and
- (2) Unless the City of Fairmont's consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of Fairmont may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit worthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law;
- (6) The City of Fairmont has determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to the City of Fairmont written notice of its withdrawal;

- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
- (10) Other documented good cause that the City of Fairmont determines compels the termination of the DBE subcontractor;

Before transmitting to the City of Fairmont the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Fairmont sent concurrently, of its intent to request to terminate and the reason for the proposed request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising the City of Fairmont and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and why the City of Fairmont should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), the City of Fairmont may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the City of Fairmont requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. The City of Fairmont shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

## **Section 26.55      Counting DBE Participation**

DBE participation will be counted toward overall and contract goals as provided in § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in § 26.87(j).

For FAA-funded projects **only**, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

## **CERTIFICATION STANDARDS**

### **Section 26.61 – 26.73      Certification Process**

The City of Fairmont is a **non-certifying member** of the **Minnesota** Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. Minnesota UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying **Minnesota** UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

#### **Minnesota Department of Transportation**

Contact Person: LaTanya Lombardi

395 John Ireland Blvd. M.S. 170

St. Paul, MN 55155

(612)-297-5130

[CivilRightsCertificationSubmissions.DOT@state.mn.us](mailto:CivilRightsCertificationSubmissions.DOT@state.mn.us)

<https://mnucp.org/Apply-for-Certification.aspx>

<https://www.dot.state.mn.us/civilrights/>

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>.

## **CERTIFICATION PROCEDURES**

Any procedures included here are highlights only. Detailed certification procedures are enumerated in the full Minnesota UCP agreement. The full UCP agreement can be found at: The full UCP agreement can be found at: <https://mnucp.org/media/0n3lpqxc/mnucp-program-document.pdf>

### **Section 26.81      Unified Certification Programs**

The City of Fairmont is a Non-Certifying Member of a Unified Certification Program (UCP) administered by **Minnesota Unified Certification Program**. The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

- **s**

The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

### **Section 26.91      Actions Following DOT Certification Appeal Decisions**

If the City of Fairmont is a certifier to which a DOT determination under § 26.89 is applicable, we will take any and all required action(s) pursuant to § 26.91.

## **SUBPART F – COMPLIANCE AND ENFORCEMENT**

### **Section 26.101 Compliance Procedures Applicable to the City of Fairmont**

**The City of Fairmont** understands that if it fails to comply with any requirement of this part, the **City of Fairmont** may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

**The City of Fairmont** understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

### **Section 26.103 Enforcement Actions Applicable to FHWA and FTA Programs**

The provisions of this section apply to enforcement actions under FHWA and FTA programs. **ONLY** paragraph (2) of this section is also applicable in FAA programs.

- (1) **Noncompliance complaints.** Any person who believes that a recipient has failed to comply with its obligations under this part may file a written complaint with the concerned operating administration's Office of Civil Rights. A complaint must be filed no later than 180 days after the date of the alleged violation or the date on which the complainant learned of a continuing course of conduct in violation of this part. In response to a complainant's written request, the Office of Civil Rights may extend the time for filing in the interest of justice, specifying in writing the reason for so doing. The Office of Civil Rights may protect the confidentiality of a complainant's identity as provided in § 26.109(b). Complaints under this part are limited to allegations of violation of the provisions of this part.
- (2) **Compliance reviews.** The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.
- (3) **Reasonable cause notice.** If it appears, from the investigation of a complaint or the results of a compliance review, that the City of Fairmont is in noncompliance with part 26, the appropriate DOT office will promptly send the City of Fairmont, return receipt requested, a written notice advising that there is reasonable cause to find the City of Fairmont in noncompliance. The notice states the reasons for this finding and directs the City of Fairmont to reply within 30 days concerning whether you wish to begin conciliation.
- (4) **Conciliation.**
  - a. If the **City of Fairmont** requests conciliation, the appropriate DOT office shall pursue conciliation for at least 30, but not more than 120, days from the date of the request. The appropriate DOT office may extend the conciliation period for up to 30 days for good cause, consistent with applicable statutes.

- b. If the **City of Fairmont** and the appropriate DOT office sign a conciliation agreement, then the matter is regarded as closed and the **City of Fairmont** is regarded as complying. The conciliation agreement sets forth the measures the City of Fairmont has taken or will take to ensure compliance. While a conciliation agreement is in effect, the **City of Fairmont** remains eligible for FHWA or FTA financial assistance.
- c. The concerned operating administration shall monitor the implementation of the conciliation agreement and ensure that its terms are complied with. If the **City of Fairmont** fails to carry out the terms of a conciliation agreement, the **City of Fairmont** is in noncompliance.
- d. If the **City of Fairmont** does not request conciliation, or a conciliation agreement is not signed within the time provided earlier in this section, then enforcement proceedings begin.

**(5) Enforcement actions.**

- a. Enforcement actions are taken as provided in this subpart.
- b. Applicable findings in enforcement proceedings are binding on all DOT offices.

## **Section 26.105      Enforcement Actions Applicable to FAA Programs**

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

## **Section 26.107      Enforcement Actions Applicable to Participating Firms**

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under [49 CFR Part 31](#), Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under [49 CFR part 31](#).

The Department may refer to the Department of Justice, for prosecution under [18 U.S.C. 1001](#) or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

#### **Section 26.109 Confidentiality, Cooperation, and Intimidation or Retaliation**

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under § 26.89 or to any other state to which the individual's firm has applied for certification under § 26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The **City of Fairmont**, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The **City of Fairmont** understands that it is in noncompliance with Part 26 if it violates this prohibition.



## **ATTACHMENTS**

- Attachment 1 Regulations: Link to 49 CFR Part 26 (eCFR)
- Attachment 2 Organizational Chart
- Attachment 3 Bidders List Collection Form
- Attachment 4 Link to UCP Directory of Certified Firms
- Attachment 5 Overall Goal
- Attachment 6 Demonstration of Good Faith Efforts Forms
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 Link to Certification Application Form and Personal Net Worth Statement
- Attachment 9 State's UCP Agreement
- Attachment 10 Small Business Element Program

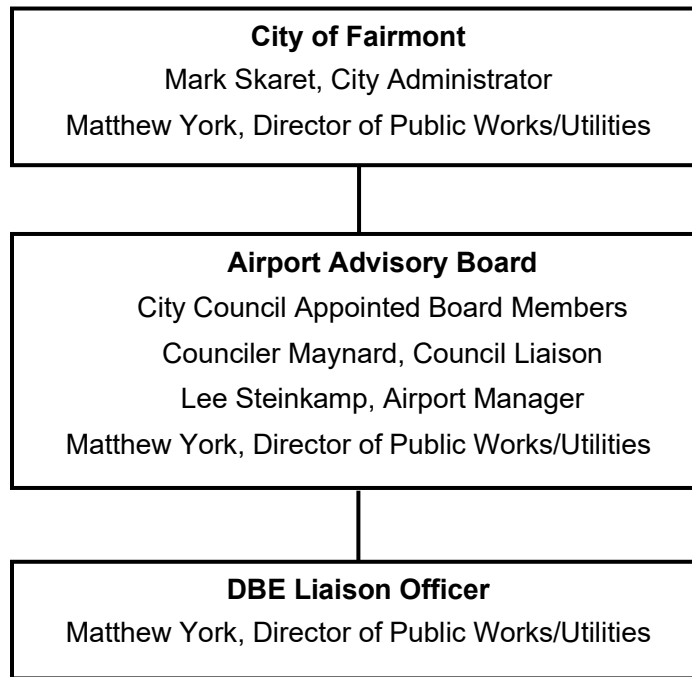
## **ATTACHMENT 1**

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>

## ATTACHMENT 2

### ORGANIZATIONAL CHART



## ATTACHMENT 3

### BIDDERS LIST COLLECTION FORM

#### DBE Form B

List of Businesses That Submitted Quotes

Submit a completed copy of this form with the bid proposal.

Owner	
Project Name	
Contractor	Phone
AIP No.	Bid Opening Date

Prime Bidder Name of Business	Contact Person	Telephone Number
Mailing or Email Address		Type of Work
DBE <input type="checkbox"/> Yes <input type="checkbox"/> No		Will be used on the job <input type="checkbox"/> Yes <input type="checkbox"/> No
NAICS Code(s) for work quoted ( <a href="https://www.census.gov/naics/">https://www.census.gov/naics/</a> )		
Age of Bidder <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	Race/Gender of Majority Owner <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	Annual Gross Receipts <input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

List all firms that submitted quotes from all tiers of subcontracting.

Copies of all DBE and non-DBE quotes must be retained for 60 days after the bid opening date, or until the project is awarded, and be provided upon request of the Engineer.

Name of Business	Contact Person	Telephone Number
Mailing or Email Address		Type of Work
DBE <input type="checkbox"/> Yes <input type="checkbox"/> No		Will be used on the job <input type="checkbox"/> Yes <input type="checkbox"/> No
NAICS Code(s) for work quoted ( <a href="https://www.census.gov/naics/">https://www.census.gov/naics/</a> )		
Age of Bidder <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	Race/Gender of Majority Owner <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	Annual Gross Receipts <input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

Name of Business		Contact Person	Telephone Number
Mailing or Email Address			Type of Work
DBE <input type="checkbox"/> Yes <input type="checkbox"/> No		Will be used on the job <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAICS Code(s) for work quoted ( <a href="https://www.census.gov/naics/">https://www.census.gov/naics/</a> )			
Age of Bidder <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	Race/Gender of Majority Owner <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other		Annual Gross Receipts <input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

Name of Business		Contact Person	Telephone Number
Mailing or Email Address			Type of Work
DBE <input type="checkbox"/> Yes <input type="checkbox"/> No		Will be used on the job <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAICS Code(s) for work quoted ( <a href="https://www.census.gov/naics/">https://www.census.gov/naics/</a> )			
Age of Bidder <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	Race/Gender of Majority Owner <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other		Annual Gross Receipts <input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

Name of Business		Contact Person	Telephone Number
Mailing or Email Address			Type of Work
DBE <input type="checkbox"/> Yes <input type="checkbox"/> No		Will be used on the job <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAICS Code(s) for work quoted ( <a href="https://www.census.gov/naics/">https://www.census.gov/naics/</a> )			
Age of Bidder <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	Race/Gender of Majority Owner <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other		Annual Gross Receipts <input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

Use additional pages, following the same format, if necessary.

## **ATTACHMENT 4**

**The Minnesota** UCP Directory may be found here:

<https://mnucp.metc.state.mn.us/>

## ATTACHMENT 5

### Overall DBE Three-Year Goal Methodology

**Name of Recipient:** City of Fairmont, Fairmont Municipal Airport

**Goal Period:** FFY-2024-2026 October 1, 2023 through September 30, 2026

DOT-assisted contract amount:	FY-2024	\$ 474,000
	FY-2025	\$ 812,004
	FY-2026	\$ 250,000
	<b>Total</b>	<b>\$ 1,536,004</b>

**Overall Three-Year Goal:** 2.7%, to be accomplished through 2.7% RC and 0% RN

**Total dollar amount to be expended on DBEs:** \$41,472

**Describe the Number and Type of Contracts that the airport anticipates awarding**

Contracts Fiscal Year #1-2024

1. Taxiway Edge Light & Sign System Replacement and Non-Standard Turnaround Removal - Administration, Environmental, Design, Bidding, and Project Closeout Services - \$76,000
2. Airport Layout Plan/Master Plan Update with AGIS - \$398,000

Contracts Fiscal Year #2-2025

1. Taxiway Edge Light & Sign System Replacement and Non-Standard Turnaround Removal Construction CA/CO, Survey, Closeout, and Materials Testing Services - \$812,004

Contracts Fiscal Year #3-2026

1. Rehabilitate Taxiway E (Mill & Overlay) - \$250,000

**Market Area:** The market area must be identified as the area in which the substantial majority of the Airport's contractors and subcontractors that seek to do business with the Airport are located and the area in which the Airport spends the substantial majority of its contracting dollars. For the type of work proposed, this market area consists of surrounding counties in Minnesota, South Dakota and Iowa within about a 120-mile radius of the within Fairmont Municipal Airport.

### **Step 1. Relative Availability of DBEs**

The step 1 figure for the relative availability was calculated as follows:

Method: Use DBE Directories <https://mnucp.metc.state.mn.us/>  
<https://dot.sd.gov/doing-business/contractors/dbe>  
<https://secure.iowadot.gov/DBE/Home/Index/>

and Census Bureau Data from <https://data.census.gov/cedsci/>

Unweighted Availability of DBE Firms:

<b>Fiscal Year 2024</b>			
<b>NAICS</b>	<b>Type of Work</b>	<b>Total DBEs</b>	<b>Total All Firms</b>
541330	Engineering (general)	4	185
541370	Survey and Mapping (except geophysical) services	2	10
<b>Total</b>		6	195

<b>Fiscal Year 2025</b>			
<b>NAICS</b>	<b>Type of Work</b>	<b>Total DBEs</b>	<b>Total All Firms</b>
541330	Engineering (general)	4	185
541370	Survey and Mapping (except geophysical) Services	2	10
561990	All Other Support Services	2	92
238210	Electrical	2	692
561730	Landscaping Services	13	896
238910	Site Preparation	12	420
237310	Highway, Street and Bridge Construction	12	103
<b>Total</b>		47	2,398

<b>Fiscal Year 2026</b>			
<b>NAICS</b>	<b>Type of Work</b>	<b>Total DBEs</b>	<b>Total All Firms</b>
237310	Highway, Street and Bridge Construction	12	103
561990	All Other Support Services	2	92
561730	Landscaping Services	13	896
484220	Specialized Freight (except used goods) trucking, local	25	614
541330	Engineering (general)	4	185
541370	Survey and Mapping (except geophysical) services	2	10
<b>Total</b>		58	1,900

The data source or demonstrable evidence used to derive the numerator was:

<https://mnucp.metc.state.mn.us/>

<https://dot.sd.gov/doing-business/contractors/dbe>

<https://secure.iowadot.gov/DBE/Home/Index>

The data source or demonstrable evidence used to derive the denominator was:

**US Census Bureau, <https://data.census.gov>**



Dividing the total number of DBEs by the total number of All Firms gives a base DBE availability figure for each contract. The availability figures for all contracts were then combined and averaged to provide the basis for the three-year overall goal.

The base goal projections are as follows:

- Fiscal Year #1 2024 – 3%
- Fiscal Year #2 2025 – 2%
- Fiscal Year #3 2026 – 3%

Average of unweighted availability:  $(3\% + 2\% + 3\%)/3 = 2.7\%$

Unweighted DBE Goal at Step 1: 2.7%

### **Step 2: Adjustments to Step 1 base figure**

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what, if any, adjustment to the base figure was needed in order to arrive at the overall goal.

#### Past History Participation

Not enough historical data on DBE participation is available to reference to make an adjustment to the Step 1 base figure; therefore, the **City of Fairmont** is adopting the Step 1 base figure as the overall goal for this three-year goal period.

Furthermore, there are no relevant disparity studies applicable to the **City of Fairmont's** contracting program and market area.

**Breakout of Estimated “Race and Gender Neutral” (RN) and “Race and Gender Conscious” (RC) Participation.**

**The City of Fairmont** will meet the maximum feasible portion of the overall goal by using RN means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing;
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;
9. Assist DBEs and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media; and

**The City of Fairmont** estimates that in meeting the established overall goal of **2.7%**, it will obtain 0% from RN participation and 2.7% through RC measures.

This breakout is based on:

**The City of Fairmont** does not have a history of DBE participation or over-achievement of goals to reference and expects to obtain its DBE participation through the use of DBE contract goals or a conscious effort to obtain DBE participation. Therefore, the entire goal of 2.7% is to be obtained through race-conscious participation.

**The City of Fairmont** will monitor DBE participation on an ongoing basis during the goal period and adjust the estimated breakout of RN and RC DBE participation as needed.

## PUBLIC PARTICIPATION

### **Consultation:**

In establishing the overall goal, **the City of Fairmont** provided for consultation and publication. This process included consultation with minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the **City of Fairmont's** efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and was conducted before the goal methodology was submitted to the operating administration for review. Details of the consultation process are as follows.

The consultation engaged in was a video conference, which was on February 19, 2025 at 9:30 a.m. central standard time. No public comments were received during the course of the consultation or the 30 day public comment period.

A notice of the proposed goal was published on the **City of Fairmont** official website before the methodology was submitted to **FAA**. The notice can be found here: <https://fairmont.org/>

Prior to the consultation, a notice was published in the **Sentinel** regarding the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the **City of Fairmont** offices for 30 days following the date of the notice, and informing the public that the **City of Fairmont** will accept comments on the goals for 30 days from the date of the notice.

If the proposed goal changes following review by **FAA**, the revised goal will be posted on **the City of Fairmont** official website.

Notwithstanding paragraph (f)(4) of §26.45, **the City of Fairmont** proposed goals will not be implemented until the stakeholder consultation requirement has been met.

## PUBLIC NOTICE

**The City of Fairmont** hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of **2.7%** for **FAA**-funded contracts/agreements. **The City of Fairmont** estimates that in meeting the established overall goal of **2.7%**, it will obtain 0% from RN participation and 2.7% through RC measures. The proposed goal pertains to federal fiscal years **2024** through **2026**. A **teleconference** will be held February 19, 2025 at 9:30 a.m. central standard time for the purpose of consulting with stakeholders to obtain information relevant to the goal-setting process.

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

<https://tinyurl.com/5f7rvaza>

**Join with a video conferencing device**

webexsip@m.webex.com

Video ID: 113 639 551 6

<https://tinyurl.com/vea9urfw>

**Or call in (audio only)**

+1 701-526-4434,,875356827# United States, Fargo

Phone Conference ID: 875 356 827#

The proposed goal and its attendant methodology are available for inspection **between 8:00 a.m.** and **5:00 p.m.** Monday through Friday at **City of Fairmont** 100 Downtown Plaza, Fairmont, MN, for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

Matt York

Director of Public Works/Utilities

100 Downtown Plaza, Fairmont, MN 56031

507-238-3942

[myork@fairmont.org](mailto:myork@fairmont.org)

## ATTACHMENT 6

### Demonstration of Good Faith Efforts - Forms 1, 2, and 3

#### FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION STATEMENT

All bidders shall submit to KLJ five (5) business days after bid opening.

Email: [aviation.admin@kljeng.com](mailto:aviation.admin@kljeng.com)

Fax: 855-288-8055

Submit a completed copy of this form with the bid proposal.

The undersigned bidder/offeror has satisfied the requirements of the bid specifications in the following manner. *(Mark the appropriate box.)*

- ☐ Bidder/offeror has met the DBE contract goal  
The bidder/offeror is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.
- ☐ Bidder/offeror has not met the DBE contract goal  
The bidder/offeror is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct and that the DBE firm or firms identified within the submitted Letter of Intent forms have agreed to perform a commercially useful function for the indicated work elements.

The undersigned further understand that no changes to this statement may be made without prior approval from the Owner and the Federal Aviation Administration.

\_\_\_\_\_  
Bidder's/Offerors Firm Legal Name

\_\_\_\_\_  
State Registration Number

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date

### DBE UTILIZATION SUMMARY

	Contract Amount		DBE Amount	Contract %
DBE Prime Contractor	\$ _____	x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____	x 1.00 =	\$ _____	_____ %
Trucking	\$ _____	x 1.00 =	\$ _____	_____ %
DBE Supplier	_____		_____	_____
Regular Dealer / Supplier	\$ _____	x 0.60 =	\$ _____	_____ %
Broker	\$ _____	x 0.00 =	\$ _____	_____ %
Distributor	\$ _____	x 0.40 =	\$ _____	_____ %
Manufacturer	\$ _____	x 1.00 =	\$ _____	_____ %
Total Amount DBE			\$ _____	_____ %
DBE Goal			\$ _____	_____ %

\* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26. DBE participation percentage for bidding purposes will be based on total bid prices for all Schedules and Division, and all possible alternates that may be awarded.

## FORM 2: LETTER OF INTENT

### DBE Form C

#### Notification of Intent to Use

Submit a completed copy of this form with the Bid Proposal.

All bidders shall submit to this completed form to KLJ within five (5) business days after the bid opening.

Email: [aviation.admin@kljeng.com](mailto:aviation.admin@kljeng.com)

Fax: 855-288-8055

1. **ALL** bidders shall submit an individual Form C for each DBE and non-DBE to be used on the project.
2. The Contractor and DBE or non-DBE shall both sign the form. Faxed, scanned, or photocopied signatures are acceptable. Form C applies to all tiers of subcontractors for DBE achievement credit to be given.
3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.
4. Explain any difference between the information on Form A and Form C in the comments section below.
5. **This form is required for both DBE and Non-DBE subcontractors and suppliers.**

**This form is not a contract and does not take the place of any contract.** This form indicates that all DBEs listed on Form A will be used on the project.

AIP Number	
Bid Opening Date	

Prime Contractor Name	
Prime Contractor Address	
Prime Contractor Phone	
Prime Contractor Email	
Prime Contractor Authorized Representative Name & Title	

Intended Subcontractor Name	
Intended Subcontractor Address	
Intended Subcontractor Phone	
Intended Subcontractor Email	
Intended DBE / Non-DBE Status	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE
Intended Subcontractor Authorized Representative Name & Title	

Bid Item #	NAICS Code	Work Description (For material suppliers only, indicate whether the DBE is a manufacturer or a regular dealer as defined by §26.55)	(DBE) % of work to be done with own forces	Type of Work **	Approx. Quantity	Unit Costs	Amount
				<input type="checkbox"/> Contractor <input type="checkbox"/> Trucking  **DBE SUPPLIERS <input type="checkbox"/> Manufacturer <input type="checkbox"/> Regular Dealer / Supplier <input type="checkbox"/> Distributor <input type="checkbox"/> Broker			
				<input type="checkbox"/> Contractor <input type="checkbox"/> Trucking  **DBE SUPPLIERS <input type="checkbox"/> Manufacturer <input type="checkbox"/> Regular Dealer / Supplier <input type="checkbox"/> Distributor <input type="checkbox"/> Broker			
				<input type="checkbox"/> Contractor <input type="checkbox"/> Trucking  **DBE SUPPLIERS <input type="checkbox"/> Manufacturer <input type="checkbox"/> Regular Dealer / Supplier <input type="checkbox"/> Distributor <input type="checkbox"/> Broker			



Bid Item #	NAICS Code	Work Description (For material suppliers only, indicate whether the DBE is a manufacturer or a regular dealer as defined by §26.55)	(DBE) % of work to be done with own forces	Type of Work **	Approx. Quantity	Unit Costs	Amount
				<input type="checkbox"/> Contractor <input type="checkbox"/> Trucking  <b>**DBE SUPPLIERS</b> <input type="checkbox"/> Manufacturer <input type="checkbox"/> Regular Dealer / Supplier <input type="checkbox"/> Distributor <input type="checkbox"/> Broker			
				<input type="checkbox"/> Contractor <input type="checkbox"/> Trucking  <b>**DBE SUPPLIERS</b> <input type="checkbox"/> Manufacturer <input type="checkbox"/> Regular Dealer / Supplier <input type="checkbox"/> Distributor <input type="checkbox"/> Broker			
<b>Total</b>							

**\*\*For DBE Suppliers only, state how the DBE will perform using one of the 4 available check boxes for DBE SUPPLIERS. Additional information on the definitions is available on DBE Supplier Definitions document in the Project Manual.**

**\*\*For dealer/distributor/broker, OMB Control #2105-0586 – DBE Regular Dealer / Distributor Affirmation Form must be included. This form is included in the Project Manual.**

Are there any agreements not addressed in your quote? ☐ Yes ☐ No

If yes, explain:

--

For 1:1 DBE Trucking Participation
------------------------------------

Non DBE Company Name	
Number of Trucks Provided	

Total Number of Trucks to Work on Project

DBE Owned / Operated Trucks		Non-DBE Match Trucks		Non-DBE <u>Non</u> -Match Trucks	
Number of Trucks	Total Dollar Amount	Number of Trucks	Total Dollar Amount	Number of Trucks	Total Dollar Amount

Any changes to this 1:1 DBE Trucking Commitment must be reported to the Engineer. (See DBE Trucking Companies document in the Project Manual.)

Total Number of Trucks		Total Dollar Amount	
------------------------	--	---------------------	--

Comments: Use the space below to explain any differences between the amounts, units, work descriptions, spec items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

☐ Women Owned Business

☐ Men Owned Business

	Total DBE Award Amount by Ethnicity		
	Female	Male	Total
Black American			
Hispanic American			
Native American			
Asian-Pacific American			
Subcontinent Asian American			
Non-Minority			
Total			

The undersigned bidder/offeror is committed to utilizing the above-named DBE / Non-DBE firm for the work described above. The total expected dollar value of this work is \$ \_\_\_\_\_. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE / Non-DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form, it may not substitute or terminate the DBE / Non-DBE listed above without following the procedures of 49 CFR Part 26, §26.53 and the DBE Replacement Good Faith Efforts.

Prime Contractor / Subcontractor Signature	Title	Date

The undersigned DBE / Non-DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above. A firm designated as a DBE firm affirms that it is properly certified to be counted for DBE participation therefore.

Intended DBE / Non-DBE Signature	Title	Date
----------------------------------	-------	------

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Notification of Intent to Use shall be null and void.**

North American Industry Classification System (NAICS) code information can be found at <https://www.naics.com/search/>.

# Form 3: DBE Regular Dealer/Distributor

OMB Approval Pending 04/17/2024



U.S. Department of  
Transportation

## DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

**DISCLAIMER:** This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO\* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

\*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ YES ☐ NO<sup>1</sup>

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

<sup>1</sup> If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)?

☐ YES<sup>2</sup> ☐ NO<sup>3</sup>

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?

☐ YES<sup>2</sup> ☐ NO<sup>3</sup>

<sup>2</sup> If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

<sup>3</sup> If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

## Affirmation Form

## **ATTACHMENT 7**

### **Administrative Enforcement Mechanisms**

The **City of Fairmont** has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract, as follows:  
adherence to Local and State Provisions and FAA General Provisions.
2. Breach of contract action, pursuant to Minnesota Statute chapter 336, part 6.
3. MnDOT Equal Employment Opportunity Policy
4. Sexual Harassment Policy
5. Title VII of the Civil Rights Act of 1964

## **ATTACHMENT 8**

DBE Certification Application Form and Personal Net Worth Statement:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>

## ATTACHMENT 9

**Minnesota's** State UCP Agreement can be found here:  
<https://mnucp.org/About/About-the-MNUCP.aspx>



## **ATTACHMENT 10**

### **Small Business Element**

#### **1. Objective/Strategies**

(1) Firms meeting the definition of a small business, as described below, will be encouraged to participate for award of all prime contracts, particularly those less than \$100,000.

(2) In multi-year design-build contracts or other large contracts (e.g., for “megaprojects”) requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.

(3) On prime contracts not having DBE contract goals, encouraging the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

(4) Consider and identify, where appropriate, alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.

(5) To meet the portion of the overall goal projected to be met through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

#### **2. Definition**

DBE firms and Small Businesses shall be identified in the Minnesota Department of Transportation (MnDOT) Civil Rights Program.

- Sizing requirements are administered by MnDOT Civil Rights and are consistent of 49 CFR 26.5 and no larger than the Small Business Administration’s size standards.
- Personal Net Worth standards are as defined by MnDOT Civil Rights and are consistent with 49 CFR Part 26 thresholds.
- All businesses meeting the criteria outlined in this section will be considered to be small businesses, without regard to race or gender.

#### **3. Verification**

- The Sponsor’s consultant shall review each prime contract and subcontract to determine if a business is a Certified Small Business as listed by Minnesota DOT Civil Rights on <https://www.dot.state.mn.us/civilrights/find-small-business.html>.

#### **4. Monitoring/Record Keeping**

- The Sponsor will track and report any race-neutral participation by certified DBEs achieved through their small business element or program in the same way they report

race-neutral DBE participation obtained through the uniform reporting methods under 49 CFR §26.11(a).

- The Sponsor will collect data on small business participation obtained through their bidder's lists.

## **5. Assurances**

- The program is permitted under state law;
- Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
- No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
- Aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
- The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).



## STAFF MEMO

<b>Prepared by:</b> Lee Steinkamp, Airport Manager	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.B.2
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of the FAA Improvement Program Federal Grant Request and State Airport Funding for Replacing Taxiway Lighting at the Fairmont Municipal Airport (Supplemental)		
<b>Presented by:</b> Lee Steinkamp, Airport Manager	<b>Action Requested:</b> Motion to Approve the 2025 FAA Airport Improvement Program (Supplemental) AIP #3-27-0029-024-2025, State Airport Grant Request and the Application for Replacing Taxiway Lighting		
<b>Vote Required:</b> <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b> Approval		

### PREVIOUS COUNCIL ACTION

Approved in 2025 Budget

### REFERENCE AND BACKGROUND

This is a request and application for a grant from the FAA (AIP #3-27-0029-024-2025) for airport improvements. This grant will cover the FAA Supplemental Portion of the Project and include the following: Construction – Replace Taxiway Lighting

### BUDGET IMPACT

FAA AIP Entitlement Funds in the amount of \$573,800.00

State Funds in the amount of \$15,100.00

Local funds in the amount of \$15,100.00

### SUPPORTING DATA/ATTACHMENTS

Supplemental Grant Application with all supporting documentation

Signature pages

Grant request letter

Price/cost analysis letter

## AIP Grant Application Checklist

**AIRPORT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #:** \_\_\_\_\_

**SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE:** \_\_\_\_\_

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

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

## Application for Federal Assistance SF-424

\*1. Type of Submission:

Preapplication

Application

Changed/Corrected Application

\*2. Type of Application

New

Continuation

Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

\*5b. Federal Award Identifier:

### State Use Only:

6. Date Received by State:

7. State Application Identifier:

### 8. APPLICANT INFORMATION:

\*a. Legal Name:

\*b. Employer/Taxpayer Identification Number (EIN/TIN):

\*c. UEI:

### d. Address:

\*Street 1:

Street 2:

\*City:

County/Parish:

\*State: Province:

\*Country:

\*Zip / Postal Code

### e. Organizational Unit:

Department Name:

Division Name:

### f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

\*First Name:

Middle Name:

\*Last Name:

Suffix:

Title:

Organizational Affiliation:

\*Telephone Number:

Fax Number:

\*Email:

**Application for Federal Assistance SF-424****\*9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:****11. Catalog of Federal Domestic Assistance Number:**

---

CFDA Title:

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**\*12. Funding Opportunity Number:**

---

\*Title:

---

**13. Competition Identification Number:**

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Title:

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**14. Areas Affected by Project (Cities, Counties, States, etc.):****\*15. Descriptive Title of Applicant's Project:****Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant:

\*b. Program/Project:

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

**17. Proposed Project:**

\*a. Start Date:

\*b. End Date:

**18. Estimated Funding (\$):**

\*a. Federal \_\_\_\_\_

\*b. Applicant \_\_\_\_\_

\*c. State \_\_\_\_\_

\*d. Local \_\_\_\_\_

\*e. Other \_\_\_\_\_

\*f. Program Income \_\_\_\_\_

\*g. TOTAL \_\_\_\_\_

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_ .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes      No

**If "Yes", explain:**

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

**\*\* I AGREE**

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

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_

\*Title:

\*Telephone Number:

Fax Number:

\* Email:

\*Signature of Authorized Representative:

\*Date Signed:

Airport: Fairmont Municipal Airport  
 Airport Sponsor: City of Fairmont  
 Ident: FRM  
 UEI: RKZXGE9Y27A1

State Project No.:  
 Federal Project No.: AIP #3-27-0029-025-2025  
 Agreement No.:  
 Project Description: Taxiway Lighting Replacement - Construction  
 Date: 4/24/2025

Construction	Description	Funding Rates					
		Total	Federal	State	Federal	State	Local
	Division 1 - Replace Taxiway A Lighting	\$ 602,542.90	95.00%	2.50%	\$ 572,415.76	\$ 15,063.57	\$ 15,063.57
		\$ -	95.00%	2.50%	\$ -	\$ -	\$ -
		\$ -	95.00%	2.50%	\$ -	\$ -	\$ -
	<b>CONSTRUCTION SUBTOTAL</b>	<b>\$ 602,542.90</b>			<b>\$ 572,415.76</b>	<b>\$ 15,063.57</b>	<b>\$ 15,063.57</b>
Engineering	Description	Total	Federal	State	Federal	State	Local
		\$ -	95.00%	2.50%	\$ -	\$ -	\$ -
		\$ -	95.00%	2.50%	\$ -	\$ -	\$ -
		\$ -	95.00%	2.50%	\$ -	\$ -	\$ -
	<b>ENGINEERING SUBTOTAL</b>	<b>\$ -</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Administration	Description	Total	Federal	State	Federal	State	Local
	Administration	\$ 1,457.10	95.00%	2.50%	\$ 1,384.25	\$ 36.43	\$ 36.43
		\$ -	95.00%	2.50%	\$ -	\$ -	\$ -
	<b>ADMINISTRATION SUBTOTAL</b>	<b>\$ 1,457.10</b>			<b>\$ 1,384.25</b>	<b>\$ 36.43</b>	<b>\$ 36.43</b>
	Total (before adjustments)	\$ 604,000.00			\$ 573,800.00	\$ 15,100.00	\$ 15,100.00
	Adjustments to round Fed amount				\$ 573,800.00	\$ 15,100.00	\$ 15,100.00
	<b>Grant Amounts</b>	<b>\$ 604,000.00</b>			<b>\$ 573,800.00</b>	<b>\$ 15,100.00</b>	<b>\$ 15,100.00</b>
	<b>Overall Share Percentages</b>				<b>95.00%</b>	<b>2.50%</b>	<b>2.50%</b>





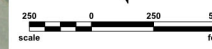
# PROJECT WORK DESCRIPTION

- 1 DISCONNECT AND DISPOSE OF EXISTING CONSTANT CURRENT REGULATOR
- 2 DISCONNECT AND DISPOSE OF EXISTING RADIO CONTROLLER
- 3 REMOVE AND DISPOSE OF EXISTING ABANDONED SIGN BASE
- 4 REMOVE AND DISPOSE OF EXISTING LIGHTED SIGN AND SIGN BASE
- 5 REMOVE AND DISPOSE OF EXISTING STAKE MOUNTED RETROREFLECTIVE TAXIWAY MARKERS
- 6 REMOVE AND DISPOSE OF EXISTING MEDIUM INTENSITY TAXIWAY EDGE LIGHTS AND BASE CANS
- 7 REMOVE AND DISPOSE OF EXISTING MEDIUM INTENSITY TAXIWAY EDGE LIGHT STEMS ONLY (EXISTING BASE CANS TO REMAIN)
- 8 ABANDON EXISTING ELECTRICAL CIRCUIT (APPROX. 12,005 L.F.)
- 9 SALVAGE AND REUSE EXISTING UNDERGROUND ELECTRICAL DUCTBANK
- 10 REMOVE EXISTING ASPHALT PAVEMENT (APPROX. 684 S.Y.)
- 11 OBLITERATE EXISTING PAVEMENT MARKINGS
- 12 INSTALL NEW CONSTANT CURRENT REGULATOR
- 13 INSTALL NEW RADIO CONTROLLER
- 14 INSTALL NEW LIGHTED SIGN AND SIGN BASE
- 15 INSTALL NEW LED MEDIUM INTENSITY TAXIWAY EDGE LIGHTS AND BASE CANS
- 16 INSTALL NEW LED MEDIUM INTENSITY TAXIWAY EDGE LIGHT STEMS ON EXISTING BASE CANS
- 17 INSTALL NEW UNDERGROUND ELECTRICAL CIRCUIT (APPROX. 13,531 L.F.)

AIP Grant #3-27-0029-024-2025 consists only of the construction of the Taxiway Edge Lighting Replacement portion of this project.

BENCH MARK LIST			
NO.	DESCRIPTION	LOCATION	ELEVATION
1	FAIRMONT AZ MK 2 PID 090506	N155.641 E373.525.8	1165.27
2	FAIRMONT AZ MK 1 PID 090506	N155.641 S E375.014	1161.15

NOTE: CONTRACTOR SHALL VERIFY CONTROL POINTS IN THE FIELD PRIOR TO CONSTRUCTION.



**Professional Engineer**  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.  
Signature: *Jacob Braunagel*  
Printed Name: Jacob Braunagel  
Date: 03/27/2025  
License Number: 55505

NO.	DATE	REVISION

DRAFTED	LOB
REVIEWED	JUB
PROJECT NUMBER	2205-00853
ISSUE DATE	03/27/2025

**TAXIWAY LIGHTING AND SIGN REPLACEMENT**  
 FAIRMONT MUNICIPAL AIRPORT - CITY OF FAIRMONT (OWNER)  
 FAIRMONT, MINNESOTA  
 PROJECT WORK DESCRIPTION

SHEET	5
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**Project Narrative (Justification)**  
**2025 FAA Grant Application**  
**AIP #3-27-0029-024-2025**  
**Fairmont Municipal Airport**

**Objective:**

Taxiway Edge Lighting Replacement – Construction

**Benefits Anticipated:**

Most of the current parallel taxiway lighting and signage as well as electrical vault equipment is still original to the 1976 installation. Airport staff has reported numerous maintenance issues in keeping the system active. Additionally, they have reported that during thunderstorms there have been several instances where lightning strikes have damaged large portions of the system, which would suggest that either there is no counterpoise system installed or it is no longer functioning properly. Due to the frequent issues with the system, this has become a safety issue for night operations. This project will allow for the airport to have a reliable parallel taxiway lighting and signage system which in turn will increase safety on the airfield. The project will primarily replace all original lights and signs, install new conduit & conductor, install a new counterpoise system, replace the radio controller, and replace the constant current regulator.

Additionally, the parallel taxiway currently contains a non-standard hold bay at the south end of the taxiway. This project will remove the pavement and adjust the lighting layout accordingly. This will increase the safety of the airfield as the current layout of this non-standard hold bay does not allow for proper wingtip clearances when aircraft bypass one another.

**Approach:**

The project was designed in 2024/2025 and advertised as a single bid package to be constructed in the summer/fall of 2025. KLJ of Sioux Falls, SD will serve as the Sponsor's consultant to lead these efforts. The design phase of the project is currently under an AIP grant and the construction phase will be funded with AIP entitlement and supplemental funding.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	Yes	No	N/A
<div style="margin-left: 40px;">             The project is included in an <i>approved</i> PFC application.              If included in an approved PFC application,              does the application <i>only</i> address AIP matching share?      Yes      No           </div> <div style="margin-left: 40px; margin-top: 10px;">             The project is included in another Federal Assistance program. Its CFDA number is below.           </div>			
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	Yes	No	N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:			
<div style="margin-left: 40px;">             De Minimis rate of 10% as permitted by 2 CFR § 200.414.           </div> <div style="margin-left: 40px; margin-top: 10px;">             Negotiated Rate equal to                      % as approved by                      (the Cognizant Agency)              on                      (Date) (2 CFR part 200, appendix VII).           </div>			
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>			

**PART II - SECTION B**

**Certification Regarding Lobbying**

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

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. 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.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. 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.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

## PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)




**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)

**BID TABULATION****Fairmont Municipal Airport**Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay  
AIP NO. 3-27-0029-024-2025 AND AIP NO. 3-27-0029-025-2025 KLJ #2205-00853**Confidential**

Until Project Award

Engineer's Opinion of  
Construction CostNeo Electrical Solutions, LLC  
Hudson, WI

Item	Description	Qty.	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>Division 1 Taxiway A Lighting and Sign Replacement</b>							
1	Temporary Seeding, Fertilizer, and Mulching (As Needed)	1	Acre	\$ 4,000.00	\$ 4,000.00	\$ 4,795.00	\$ 4,795.00
2	Concrete Washout	1	Ea.	4,000.00	4,000.00	2,500.00	2,500.00
3	Inlet Protection	3	Ea.	500.00	1,500.00	910.00	2,730.00
4	Mobilization	1	L.S.	55,000.00	55,000.00	75,000.00	75,000.00
5	Airside Traffic Control	1	L.S.	10,000.00	10,000.00	18,000.00	18,000.00
6	Seeding	7.5	Acre	1,500.00	11,250.00	2,100.00	15,750.00
7	Topsoil (Electrical Installation Areas)	1	L.S.	5,000.00	5,000.00	1,800.00	1,800.00
8	Mulching	7.5	Acre	2,500.00	18,750.00	3,200.00	24,000.00
9	Utility Locates	1	L.S.	3,000.00	3,000.00	6,000.00	6,000.00
10	Existing Electrical Equipment Removal	1	L.S.	15,000.00	15,000.00	36,120.00	36,120.00
11	Temporary Lighting	1	L.S.	10,000.00	10,000.00	8,680.00	8,680.00
12	1/C No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	15,271	L.F.	2.00	30,542.00	2.35	35,886.85
13	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed By Plowing or In Trench or Duct Bank, Including Ground Rods and Connections/Terminations	14,564	L.F.	1.80	26,215.20	2.30	33,497.20
14	Cable Plowing (Counterpoise Only)	14,484	L.F.	1.30	18,829.20	1.25	18,105.00
15	Non-Encased, Electrical Duct Bank, 1 x 2-Inch, Sch. 80 PVC, Bored	80	L.F.	70.00	5,600.00	48.00	3,840.00
16	Non-Encased, Electrical Duck Bank, 1 x 1-Inch, Sch. 80 PVC, Bored	80	L.F.	60.00	4,800.00	45.00	3,600.00
17	Non-Encased, Electrical Conduit, 1 x 2-Inch, Sch. 40 PVC In Trench or SDR 13 HDPE Plowed	12,406	L.F.	5.00	62,030.00	3.95	49,003.70
18	Install Duct Marker	27	Ea.	200.00	5,400.00	225.00	6,075.00
19	Solid Cover for Existing L-867B Base Can	2	Ea.	200.00	400.00	200.00	400.00
20	L-861T (L) MI Taxiway Edge Light (Base Mount)	115	Ea.	1,200.00	138,000.00	1,795.00	206,425.00
21	L-861T (L) MI Taxiway Edge Light (Light Stem Only)	59	Ea.	800.00	47,200.00	760.00	44,840.00
22	L-858 (L) Lighted Sign, Size 2	17.0	Ea.	4,500.00	76,500.00	5,950.00	101,150.00
23	Lighting Spares Kit	1	L.S.	4,000.00	4,000.00	18,005.00	18,005.00
<b>TOTAL BID - DIVISION 1</b>				<b>\$</b>	<b>557,016.40</b>	<b>\$</b>	<b>716,202.75</b>
<b>Division 2 Replace Existing Vault Equipment</b>							
1	L-829 (Monitoring), Class 1 (6.6A), Style 1 (3-Step), Size 7.5kW Constant Current Regulator in Existing Vault	1	Ea.	\$ 20,000.00	20,000.00	21,500.00	21,500.00
2	L-854 Radio Controller, Type I (Air to Ground) in Existing Vault	1	Ea.	\$ 8,000.00	8,000.00	7,650.00	7,650.00
<b>TOTAL BID - DIVISION 2</b>				<b>\$</b>	<b>28,000.00</b>	<b>\$</b>	<b>29,150.00</b>
<b>Division 3 Non-Standard Hold Bay Removal</b>							
1	5-Inch Asphalt Pavement Removal - Full Depth	811	S.Y.	\$ 8.00	6,488.00	17.00	13,787.00
2	Unclassified Excavation	174	C.Y.	\$ 30.00	5,220.00	75.00	13,050.00
3	Obliterate Existing Pavement Marking	316	S.F.	\$ 12.00	3,792.00	4.00	1,264.00
4	Seeding	0.3	Acre	\$ 1,500.00	450.00	2,100.00	630.00
5	Topsoil (Obtained On-Site)	37	C.Y.	\$ 25.00	925.00	54.25	2,007.25
6	Topsoil (Furnished From Off-Site)	112	C.Y.	\$ 35.00	3,920.00	100.80	11,289.60
7	Mulching	0.3	Acre	\$ 2,500.00	750.00	3,200.00	960.00
<b>TOTAL BID - DIVISION 3</b>				<b>\$</b>	<b>21,545.00</b>	<b>\$</b>	<b>42,987.85</b>
<b>SUMMARY OF BIDS</b>							
<b>TOTAL BID - DIVISION 1</b>				<b>\$</b>	<b>557,016.40</b>	<b>\$</b>	<b>716,202.75</b>
<b>TOTAL BID - DIVISION 2</b>				<b>\$</b>	<b>28,000.00</b>	<b>\$</b>	<b>29,150.00</b>
<b>TOTAL BID - DIVISION 3</b>				<b>\$</b>	<b>21,545.00</b>	<b>\$</b>	<b>42,987.85</b>
<b>TOTAL BID - ALL DIVISIONS</b>				<b>\$</b>	<b>606,561.40</b>	<b>\$</b>	<b>788,340.60</b>
<div><div> Project Manager's Signature</div><div>True tabulations of bids received on: Thursday, April 17, 2025 Number of bids received: 1 Bids rejected: 0</div></div>							
Corrections made due to mathematical errors in calculating costs.							

**Project Costs - Based On Bids (Alternative Funding Option)**

Fairmont Municipal Airport

Fairmont, Minnesota

KLJ #2505-00248, AIP #3-27-0029-024-2025 & AIP #3-27-0029-025-2025

Taxiway A Lighting & Signs Replacement and Removal of Non-Standard Hold Bay



Base Bid Division 1 - Taxiway A Lighting Replacement						
Spec #	Item	Description	Quantity	Unit	Unit Price	Total
C-102	1	Temporary Seeding, Fertilizer, and Mulching (As Needed)	1.0	Acre	4,795.00	4,795.00
C-102	2	Concrete Washout	1	Ea.	2,500.00	2,500.00
C-102	3	Inlet Protection	3	Ea.	910.00	2,730.00
C-105	4	Mobilization	1	L.S.	75,000.00	75,000.00
Local	5	Airside Traffic Control	1	L.S.	18,000.00	18,000.00
T-901	6	Seeding	7.5	Acre	2,100.00	15,750.00
Plan Notes	7	Topsoil (Electrical Installation Areas)	1	L.S.	1,800.00	1,800.00
T-908	8	Mulching	7.5	Acre	3,200.00	24,000.00
Plan Notes	9	Utility Locates	1	L.S.	6,000.00	6,000.00
Plan Notes	10	Existing Electrical Equipment Removal	1	L.S.	36,120.00	36,120.00
Plan Notes	11	Temporary Lighting	1	L.S.	8,680.00	8,680.00
L-108	12	1/C No. 8 AWG, 5 kV, L-824, Type C Cable, Installed In Duct Bank or Conduit	12,048	L.F.	2.35	28,312.80
L-108	13	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed By Plowing or In Trench or Duct Bank, Including Ground Rods and Connections/Terminations	14,303	L.F.	2.30	32,896.90
L-108	14	Cable Plowing (Counterpoise Only)	14,223	L.F.	1.25	17,778.75
L-110	15	Non-Encased, Electrical Duct Bank, 1 x 2-Inch, Sch. 80 PVC, Bored	80	L.F.	48.00	3,840.00
L-110	16	Non-Encased, Electrical Duck Bank, 1 x 1-Inch, Sch. 80 PVC, Bored	80	L.F.	45.00	3,600.00
L-110	17	Non-Encased, Electrical Conduit, 1 x 2-Inch, Sch. 40 PVC In Trench or SDR 13 HDPE Plowed	11,391	L.F.	3.95	44,994.45
L-110	18	Install Duct Marker	27	Ea.	225.00	6,075.00
L-115	19	Solid Cover for Existing L-867B Base Can	2	Ea.	200.00	400.00
L-125	20	L-861T (L) MI Taxiway Edge Light (Base Mount)	115	Ea.	1,795.00	206,425.00
L-125	21	L-861T (L) MI Taxiway Edge Light (Light Stem Only)	59	Ea.	760.00	44,840.00
Plan Notes	22	Lighting Spares Kit	1	L.S.	18,005.00	18,005.00
<b>Base Bid - Division 1 - Total Estimated Cost \$</b>						<b>602,542.90</b>

Base Bid Division 2 - Replace Existing Vault Equipment						
Spec #	Item	Description	Quantity	Unit	Unit Price	Total
Plan Notes	1	L-829 (Monitoring), Class 1 (6.6A), Style 1 (3-Step), Size 7.5kW Constant Current Regulator in Existing Vault	1	Ea.	21,500.00	21,500.00
Plan Notes	2	L-854 Radio Controller, Type I (Air to Ground) in Existing Vault	1	Ea.	7,650.00	7,650.00
<b>Base Bid - Division 2 - Total Estimated Cost \$</b>						<b>29,150.00</b>

Base Bid Division 3 - Non-Standard Hold Bay Removal						
Spec #	Item	Description	Quantity	Unit	Unit Price	Total
P-101	1	5-Inch Asphalt Pavement Removal - Full Depth	811	S.Y.	17.00	13,787.00
P-152	2	Unclassified Excavation	174	C.Y.	75.00	13,050.00
Plan Notes	3	Obliterate Existing Pavement Marking	316	S.F.	4.00	1,264.00
T-901	4	Seeding	0.3	Acre	2,100.00	630.00
T-905	5	Topsoil (Obtained On-Site)	37	C.Y.	54.25	2,007.25
T-905	6	Topsoil (Furnished From Off-Site)	112	C.Y.	100.80	11,289.60
T-908	7	Mulching	0.3	Acre	3,200.00	960.00
<b>Base Bid - Division 2 - Total Estimated Cost \$</b>						<b>42,987.85</b>

**Project Costs - Based On Bids (Alternative Funding Option)**

Fairmont Municipal Airport

Fairmont, Minnesota

KLJ #2505-00248, AIP #3-27-0029-024-2025 & AIP #3-27-0029-025-2025

Taxiway A Lighting & Signs Replacement and Removal of Non-Standard Hold Bay



Base Bid Division 4 - Taxiway A Signs Replacement						
Spec #	Item	Description	Quantity	Unit	Unit Price	Total
L-108	1	1/C No. 8 AWG, 5 kV, L-824, Type C Cable, Installed In Duct Bank or Conduit	3,223	L.F.	2.35	7,574.05
L-108	2	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed By Plowing or In Trench or Duct Bank, Including Ground Rods and Connections/Terminations	261	L.F.	2.30	600.30
L-108	3	Cable Plowing (Counterpoise Only)	261	L.F.	1.25	326.25
L-110	4	Non-Encased, Electrical Conduit, 1 x 2-Inch, Sch. 40 PVC In Trench or SDR 13 HDPE Plowed	1,015	L.F.	3.95	4,009.25
L-125	5	L-858 (L) Lighted Sign, Size 2	17	Ea.	5,950.00	101,150.00
<b>Base Bid - Division 1 - Total Estimated Cost</b>						<b>\$ 113,659.85</b>

AIP Supplemental -024-2025

AIP Entitlement -025-2025

Summary of Estimated Construction Costs	
Base Bid - Division 1	\$ 602,542.90
Base Bid - Division 2	\$ 29,150.00
Base Bid - Division 3	\$ 42,987.85
Base Bid - Division 4	\$ 113,659.85
<b>Total Estimated Construction Costs</b>	<b>\$ 788,340.60</b>

Supplemental Costs	
Administration (Not part of Engineering Contract)	\$ 1,457.10
Administration (Not part of Engineering Contract)	\$ 1,889.39
CA/CO, Construction Staking, and Materials Testing	\$ 122,020.50
FAA Project Closeout Report Entitlement Grant -025-2025	\$ 3,039.21
FAA Project Closeout Report Supplemental Grant -024-2025	\$ 7,953.20
Independent Fee Estimate	\$ 4,300.00
<b>Total Estimated Supplemental Costs</b>	<b>\$ 140,659.40</b>

Total Project - As Bid	
Estimated Cost	\$ 929,000.00
Estimated Federal Share (95%)	\$ 882,550.00
Estimated State Share (2.5%)	\$ 23,225.00
Estimated Local Share (2.5%)	\$ 23,225.00

AIP Supplemental - As Bid	
Estimated Cost	\$ 604,000.00
Estimated Federal Share (95%)	\$ 573,800.00
Estimated State Share (2.5%)	\$ 15,100.00
Estimated Local Share (2.5%)	\$ 15,100.00

AIP Entitlement - As Bid	
Cost	\$ 325,000.00
Federal Share (95%)	\$ 308,750.00
State Share (2.5%)	\$ 8,125.00
Local Share (2.5%)	\$ 8,125.00

Total Local Share - As Bid	
Local Share (2.5%)	\$ 23,225.00

April 28, 2025

Mr. Sean Johnston  
Program Manager  
FAA Dakota-Minnesota ADO  
6020 28th Ave S, Ste 102  
Minneapolis, MN 55450-2700

Re: Fairmont Municipal Airport – AIP #3-27-0029-024-2025 and AIP #3-27-0029-025-2025  
Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay  
Price/Cost Analysis

Mr. Johnston:

The above-mentioned project had a bid opening on April 17, 2025 and one (1) bid was received. The single bid received was over the Engineer's Estimate as shown in the summary table below:

Bidder	Total Bid
Neo Electrical Solutions	\$788,340.60
Engineer's Estimate	\$606,561.40

Considering only a single bid was received, a price analysis against the 2nd low bidder is not possible. Therefore, according to FAA requirement, an analysis of the price/cost bid was conducted.

Prior to the bid opening, KLJ Engineering reached out to four (4) separate electrical contractors in the vicinity in addition to Neo Electrical Solutions to encourage them to submit bids on the project. Some contractors noted that they would not be able to meet the federal requirements of the project, some contractors noted that their schedule was too full for 2025, and some contractors noted that they had enough local work that the project was deemed to be too far from their location. Airfield electrical work is a niche market with a limited number of contractors qualified to do the work within each region.

After the bid opening KLJ Engineering and our Airport Manager discussed potential value engineering possibilities to lower the overall cost. The primary item offered by the Contractor was to test the existing counterpoise to see if it is required to be replaced. This would be a reduction of the scope of work and not a reduction of costs bid per each bid item, therefore it was not considered.

The procurement followed the requirements of 2 CFR 200 utilizing the sealed bids formal procurement method. Disadvantaged Business Enterprise (DBE), Domestic Preference (Buy American and Buy America, Build America), and Federal Contract Provisions requirements were incorporated into the Contract Documents.

It was determined that the project plans and specifications did not unduly restrict competition. As stated above, our consultant reached out to perspective bidders before and after bidding to get feedback and there were no complaints received that the plans and specifications restricted competition.

In summary, the City of Fairmont has determined that the costs presented by the low bidder are allowable, allocable, and reasonable. The City of Fairmont recommends the FAA accepts the costs presented by the low bidder as allowable, allocable, and reasonable based on the information gathered during this analysis.

Please contact me at 507-238-3942 or [myork@fairmont.org](mailto:myork@fairmont.org) with any questions.

Sincerely,

**City of Fairmont**

Matthew York  
Public Works and Utilities Director  
Enclosure(s): None

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### 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.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### 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.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### 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](http://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 part 60)
- 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 \$250,000) 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.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.



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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### 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/](http://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).  

YesNoN/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).  

YesNoN/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.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### 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.

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.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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## Certification and Disclosure Regarding Potential Conflicts of Interest

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### 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

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

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

Yes      No

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 have the explanation for any item marked "no" is correct and complete.

Executed on this          day of          ,          .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.



## FAA Title VI Pre-Grant Award Checklist

### Submission information

Submission date (Pick a date):

Name of airport sponsor:

Submitter's name:

Title:

Phone number:

### Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has **both** a Title VI\* Plan and a Community Participation Plan, **both** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on [DOT Order 1000.12C, Ch. II, Secs. 3 and 4](https://www.transportation.gov/mission/us-department-transportation-title-vi-program)  
[https://www.transportation.gov/mission/us-department-transportation-title-vi-program].

Criterion	Notes	Response	Comments
<p><b>1.1</b> The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.</p>	<p>Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old.</p> <p>If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.</p>	<p>Yes</p> <p>No</p>	
<p><b>1.2</b> The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.</p>	<p>Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j).</p> <p>If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.</p>	<p>Yes</p> <p>No</p>	

If the answers to 1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

## Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
<b>2.1</b> The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.	At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data.  <a href="http://www.epa.gov/ejscreen">EJSscreen</a> [www.epa.gov/ejscreen] is a useful resource for assessing project areas.	Yes No	
<b>2.2</b> The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.	In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant.  If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	Yes No	

Criterion	Notes	Response	Comments
<b>2.3</b> The sponsor has, on file, demographic information for their staff.	<p>In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c).</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	
<b>2.4</b> The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).	<p>Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	

### Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
<b>3.1</b> The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).  See <a href="http://www.justice.gov/crt/fcs/TitleVI">Title VI of the Civil Rights Act of 1964</a> [www.justice.gov/crt/fcs/TitleVI];  <a href="http://www.ecfr.gov">49 CFR part 21</a> [www.ecfr.gov]  <a href="http://www.transportation.gov/transportation-policy/environmental-justice">DOT Order on Environmental Justice</a> [www.transportation.gov/transportation-policy/environmental-justice]	Yes  No	
<b>3.2</b> The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).	Yes  No	

Criterion	Notes	Response	Comments
<p><b>3.3</b> The sponsor has performed a “Four-Factor” LEP analysis for the sponsor’s programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.</p>	<p>A “Yes” response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to LEP Persons (70 FR 74087, December 14, 2005).</p> <p>See <a href="https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance">DOT's LEP Guidance</a> [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].</p>	<p>Yes</p> <p>No</p>	
<p><b>3.4</b> If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities.</p> <p>If the sponsor is <b>not</b> an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.</p>	<p>For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at <a href="https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/">Airport Civil Rights Program – National Airport Policy and Compliance</a> [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/].</p> <p>If applicant is not an airport, the method used to inform the public must be ongoing and documented.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p><b>3.5</b> The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and</p> <p>(2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.</p>	<p>To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087.</p> <p>Please <b>skip</b> this question if the sponsor has an FAA-approved community participation plan.</p>	<p>Yes</p> <p>No</p>	
<p><b>3.6</b> Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to <a href="mailto:ACR-4-TitleVI@faa.gov">ACR-4-TitleVI@faa.gov</a>, with receipt acknowledged.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies.</p> <p>See <a href="#">Appendix C to 49 CFR 21, Sub-part (b)(3)</a> [available through <a href="http://www.ecfr.gov">www.ecfr.gov</a>].</p> <p>"Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p><b>3.7</b> Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to <a href="mailto:ACR-4-TitleVI@faa.gov">ACR-4-TitleVI@faa.gov</a>, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies.</p> <p>See <a href="#">Appendix C to 49 CFR 21, Sub-part (b)(3)</a> [available through <a href="http://www.ecfr.gov">www.ecfr.gov</a>].</p>	<p>Yes</p> <p>No</p>	
<p><b>3.8</b> Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.</p>	<p>The information should be included in narrative fields of the pending application.</p>	<p>Yes</p> <p>No</p>	



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant:

\*b. Program/Project:

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

**17. Proposed Project:**

\*a. Start Date:

\*b. End Date:

**18. Estimated Funding (\$):**

\*a. Federal \_\_\_\_\_

\*b. Applicant \_\_\_\_\_

\*c. State \_\_\_\_\_

\*d. Local \_\_\_\_\_

\*e. Other \_\_\_\_\_

\*f. Program Income \_\_\_\_\_

\*g. TOTAL \_\_\_\_\_

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_ .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes      No

**If "Yes", explain:**

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

\*\* I AGREE

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

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_

\*Title:

\*Telephone Number:

Fax Number:

\* Email:

\*Signature of Authorized Representative:

\*Date Signed:

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.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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 \$250,000) 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.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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.

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.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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

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

Yes      No

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 have the explanation for any item marked "no" is correct and complete.

Executed on this          day of          ,          .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.



Phone (507)238-9461

CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031  
[www.fairmont.org](http://www.fairmont.org) ♦ [citygov@fairmont.org](mailto:citygov@fairmont.org)

Fax (507)238-9469

April 28, 2025

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

Re: FAA Federal Grant Request  
Fairmont Municipal Airport  
AIP #3-27-0029-024-2025

Mr. Bourassa:

The City of Fairmont requests 2025 FAA Airport Improvement Program (Supplemental) and State Airport funding for the following units of work at the Fairmont Municipal Airport: Construction – Replace Taxiway Lighting.

We are requesting FAA AIP Supplemental Funds in the amount of \$573,800.00 and State Funds in the amount of \$15,100.00. The local funding share will be in the amount of \$15,100.00.

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

1. AIP Grant Application Checklist
2. FAA Form SF-424, Application for Federal Assistance
3. Project Cost Summary
4. Project Sketch
5. Project Narrative
6. FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)
7. Bid Tabulation
8. As Bid Grant Cost Breakdown
9. Cost Analysis Letter
10. AIP Sponsor Certifications (FAA Forms 5100-129 through 5100-135)
  - a. Form 5100-133, Real Property Acquisition omitted as not applicable.
11. FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist

Please contact me at 507-238-3942 or [myork@fairmont.org](mailto:myork@fairmont.org) with any questions.

Sincerely,

**City of Fairmont**

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





CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031  
[www.fairmont.org](http://www.fairmont.org) ♦ [citygov@fairmont.org](mailto:citygov@fairmont.org)

Phone (507)238-9461

Fax (507)238-9469

April 28, 2025

Mr. Sean Johnston  
Program Manager  
FAA Dakota-Minnesota ADO  
6020 28th Ave S, Ste 102  
Minneapolis, MN 55450-2700

Re: Fairmont Municipal Airport – AIP #3-27-0029-024-2025 and AIP #3-27-0029-025-2025  
Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay  
Price/Cost Analysis

Mr. Johnston:

The above-mentioned project had a bid opening on April 17, 2025 and one (1) bid was received. The single bid received was over the Engineer's Estimate as shown in the summary table below:

Bidder	Total Bid
Neo Electrical Solutions	\$788,340.60
Engineer's Estimate	\$606,561.40

Considering only a single bid was received, a price analysis against the 2nd low bidder is not possible. Therefore, according to FAA requirement, an analysis of the price/cost bid was conducted.

Prior to the bid opening, KLJ Engineering reached out to four (4) separate electrical contractors in the vicinity in addition to Neo Electrical Solutions to encourage them to submit bids on the project. Some contractors noted that they would not be able to meet the federal requirements of the project, some contractors noted that their schedule was too full for 2025, and some contractors noted that they had enough local work that the project was deemed to be too far from their location. Airfield electrical work is a niche market with a limited number of contractors qualified to do the work within each region.

After the bid opening KLJ Engineering and our Airport Manager discussed potential value engineering possibilities to lower the overall cost. The primary item offered by the Contractor was to test the existing counterpoise to see if it is required to be replaced. This would be a reduction of the scope of work and not a reduction of costs bid per each bid item, therefore it was not considered.

The procurement followed the requirements of 2 CFR 200 utilizing the sealed bids formal procurement method.

Disadvantaged Business Enterprise (DBE), Domestic Preference (Buy American and Buy America, Build America), and Federal Contract Provisions requirements were incorporated into the Contract Documents.

It was determined that the project plans and specifications did not unduly restrict competition. As stated above, our consultant reached out to perspective bidders before and after bidding to get feedback and there were no complaints received that the plans and specifications restricted competition.

In summary, the City of Fairmont has determined that the costs presented by the low bidder are allowable, allocable, and reasonable. The City of Fairmont recommends the FAA accepts the costs presented by the low bidder as allowable, allocable, and reasonable based on the information gathered during this analysis.

Please contact me at 507-238-3942 or [myork@fairmont.org](mailto:myork@fairmont.org) with any questions.

Sincerely,  
**City of Fairmont**

Matthew York  
Public Works and Utilities Director  
Enclosure(s): None



## STAFF MEMO

<b>Prepared by:</b> Lee Steinkamp, Airport Manager	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.B.3
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of the FAA Improvement Program Federal Grant Request and State Airport Funding for Replacing Taxiway Lighting at the Fairmont Municipal Airport (Entitlement)		
<b>Presented by:</b> Lee Steinkamp, Airport Manager	<b>Action Requested:</b> Motion to Approve the 2025 FAA Airport Improvement Program (Entitlement) AIP #3-27-0029-025-2025, State Airport Grant Request and the Application for Replacing Taxiway Lighting		
<b>Vote Required:</b> <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b> Approval		

### PREVIOUS COUNCIL ACTION

Approved in 2025 Budget

### REFERENCE AND BACKGROUND

This is a request and application for a grant from the FAA (AIP #3-27-0029-025-2025) for airport improvements. This grant will cover the FAA Entitlement Portion of the Project and include the following.

- Construction – Replace Taxiway Signs, Replace Electrical Vault Equipment, and Remove Non-Standard Hold Bay
- Construction Administration & Observation, Construction Staking, and Materials Testing Services
- FAA Project Closeout Report Services
- Independent Fee Estimate Services

### BUDGET IMPACT

FAA AIP Entitlement Funds in the amount of \$308,750.00

State Funds in the amount of \$8,125.00

Local funds in the amount of \$8,125.00

### SUPPORTING DATA/ATTACHMENTS

Entitlement Grant Application with all supporting documentation

Signature page

Grant request letter

Record of Negotiations/Consultant Fee Analysis

## AIP Grant Application Checklist

**AIRPORT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #:** \_\_\_\_\_

**SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE:** \_\_\_\_\_

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

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

## Application for Federal Assistance SF-424

*1. Type of Submission: Preapplication Application Changed/Corrected Application	*2. Type of Application New Continuation Revision	* If Revision, select appropriate letter(s):  * Other (Specify)
---	--	---

\*3. Date Received: 4. Applicant Identifier:

5a. Federal Entity Identifier: \*5b. Federal Award Identifier:

### State Use Only:

6. Date Received by State: 7. State Application Identifier:

### 8. APPLICANT INFORMATION:

\*a. Legal Name:

\*b. Employer/Taxpayer Identification Number (EIN/TIN): \*c. UEI:

### d. Address:

\*Street 1: \_\_\_\_\_  
Street 2: \_\_\_\_\_  
\*City: \_\_\_\_\_  
County/Parish: \_\_\_\_\_  
\*State: Province: \_\_\_\_\_  
\*Country: \_\_\_\_\_  
\*Zip / Postal Code: \_\_\_\_\_

### e. Organizational Unit:

Department Name: Division Name:

### f. Name and contact information of person to be contacted on matters involving this application:

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_  
Middle Name: \_\_\_\_\_  
\*Last Name: \_\_\_\_\_  
Suffix: \_\_\_\_\_

Title:

Organizational Affiliation:

\*Telephone Number: Fax Number:

\*Email:

**Application for Federal Assistance SF-424****\*9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:****11. Catalog of Federal Domestic Assistance Number:**

---

CFDA Title:

---

**\*12. Funding Opportunity Number:**

---

\*Title:

---

**13. Competition Identification Number:**

---

Title:

---

**14. Areas Affected by Project (Cities, Counties, States, etc.):****\*15. Descriptive Title of Applicant's Project:****Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant:

\*b. Program/Project:

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

**17. Proposed Project:**

\*a. Start Date:

\*b. End Date:

**18. Estimated Funding (\$):**

\*a. Federal \_\_\_\_\_

\*b. Applicant \_\_\_\_\_

\*c. State \_\_\_\_\_

\*d. Local \_\_\_\_\_

\*e. Other \_\_\_\_\_

\*f. Program Income \_\_\_\_\_

\*g. TOTAL \_\_\_\_\_

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_ .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes      No

**If "Yes", explain:**

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

**\*\* I AGREE**

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

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\* Email: \_\_\_\_\_

\*Signature of Authorized Representative: \_\_\_\_\_

\*Date Signed: \_\_\_\_\_

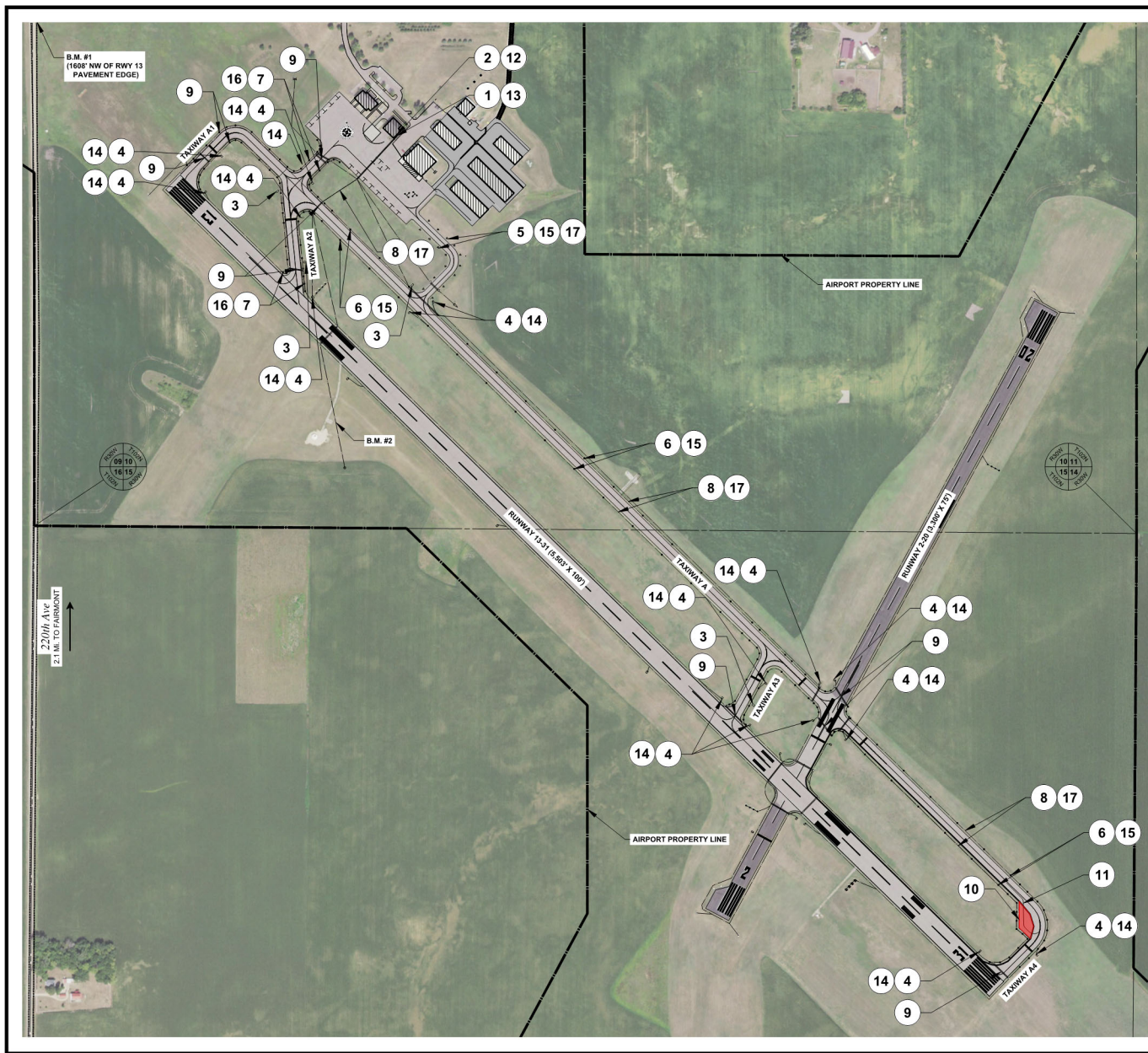
Airport: Fairmont Municipal Airport  
 Airport Sponsor: City of Fairmont  
 Ident: FRM  
 UEI: RKZXGE9Y27A1

State Project No.:  
 Federal Project No.: AIP #3-27-0029-025-2025

Agreement No.:  
 Project Description: Taxiway Signs Replacement and Removal of Non-Standard Hold Bay - Construction  
 Date: 4/22/2025

Construction	Description	Total	Funding Rates		Federal	State	Local
			Federal	State			
	Division 2 - Replace Existing Vault Equipment \$	29,150.00	95.00%	2.50%	\$ 27,692.50	\$ 728.75	\$ 728.75
	Division 3 - Non-Standard Hold Bay Removal \$	42,987.85	95.00%	2.50%	\$ 40,838.46	\$ 1,074.70	\$ 1,074.70
	Division 4 - Taxiway A Signs Replacement \$	113,659.85	95.00%	2.50%	\$ 107,976.86	\$ 2,841.50	\$ 2,841.50
	<b>CONSTRUCTION SUBTOTAL \$</b>	<b>185,797.70</b>			<b>\$ 176,507.82</b>	<b>\$ 4,644.94</b>	<b>\$ 4,644.94</b>
Engineering	Description	Total	Federal	State	Federal	State	Local
	CA/CO, Construction Staking, and Materials Testing \$	122,020.50	95.00%	2.50%	\$ 115,919.48	\$ 3,050.51	\$ 3,050.51
	FAA Project Closeout Report Entitlement Grant -025-2025 \$	3,039.21	95.00%	2.50%	\$ 2,887.25	\$ 75.98	\$ 75.98
	FAA Project Closeout Report Supplemental Grant -024-2025 \$	7,953.20	95.00%	2.50%	\$ 7,555.54	\$ 198.83	\$ 198.83
	<b>ENGINEERING SUBTOTAL \$</b>	<b>133,012.91</b>			<b>\$ 126,362.26</b>	<b>\$ 3,325.32</b>	<b>\$ 3,325.32</b>
Administration	Description	Total	Federal	State	Federal	State	Local
	Administration \$	1,889.39	95.00%	2.50%	\$ 1,794.92	\$ 47.23	\$ 47.23
	Independent Fee Estimate \$	4,300.00	95.00%	2.50%	\$ 4,085.00	\$ 107.50	\$ 107.50
	<b>ADMINISTRATION SUBTOTAL \$</b>	<b>6,189.39</b>			<b>\$ 5,879.92</b>	<b>\$ 154.73</b>	<b>\$ 154.73</b>
	Total (before adjustments) \$	325,000.00			\$ 308,750.00	\$ 8,125.00	\$ 8,125.00
	Adjustments to round Fed amount				\$ 308,750.00	\$ 8,125.00	\$ 8,125.00
	<b>Grant Amounts \$</b>	<b>325,000.00</b>			<b>\$ 308,750.00</b>	<b>\$ 8,125.00</b>	<b>\$ 8,125.00</b>
	<b>Overall Share Percentages</b>				<b>95.00%</b>	<b>2.50%</b>	<b>2.50%</b>





# PROJECT WORK DESCRIPTION

- 1 DISCONNECT AND DISPOSE OF EXISTING CONSTANT CURRENT REGULATOR
- 2 DISCONNECT AND DISPOSE OF EXISTING RADIO CONTROLLER
- 3 REMOVE AND DISPOSE OF EXISTING ABANDONED SIGN BASE
- 4 REMOVE AND DISPOSE OF EXISTING LIGHTED SIGN AND SIGN BASE
- 5 REMOVE AND DISPOSE OF EXISTING STAKE MOUNTED RETROREFLECTIVE TAXIWAY MARKERS
- 6 REMOVE AND DISPOSE OF EXISTING MEDIUM INTENSITY TAXIWAY EDGE LIGHTS AND BASE CANS
- 7 REMOVE AND DISPOSE OF EXISTING MEDIUM INTENSITY TAXIWAY EDGE LIGHT STEMS ONLY (EXISTING BASE CANS TO REMAIN)
- 8 ABANDON EXISTING ELECTRICAL CIRCUIT (APPROX. 12,005 L.F.)
- 9 SALVAGE AND REUSE EXISTING UNDERGROUND ELECTRICAL DUCTBANK
- 10 REMOVE EXISTING ASPHALT PAVEMENT (APPROX. 684 S.Y.)
- 11 OBLITERATE EXISTING PAVEMENT MARKINGS
- 12 INSTALL NEW CONSTANT CURRENT REGULATOR
- 13 INSTALL NEW RADIO CONTROLLER
- 14 INSTALL NEW LIGHTED SIGN AND SIGN BASE
- 15 INSTALL NEW LED MEDIUM INTENSITY TAXIWAY EDGE LIGHTS AND BASE CANS
- 16 INSTALL NEW LED MEDIUM INTENSITY TAXIWAY EDGE LIGHT STEMS ON EXISTING BASE CANS
- 17 INSTALL NEW UNDERGROUND ELECTRICAL CIRCUIT (APPROX. 13,531 L.F.)

AIP Grant #3-27-0029-025-2025 consists only of the construction of the Taxiway Signs Replacement, Electrical Vault Equipment Replacement, and Removal of Non-Standard Hold Bay portion of this project.

BENCH MARK LIST			
NO.	DESCRIPTION	LOCATION	ELEVATION
1	FAIRMONT AZ MK 2 PID 090006	N155.641 E373.525.8	1165.27
2	FAIRMONT PID AC4889	N155.644 S E375.014	1161.15

NOTE: CONTRACTOR SHALL VERIFY CONTROL POINTS IN THE FIELD PRIOR TO CONSTRUCTION.



scale 0 250 500 feet

**Professional Engineer**  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.  
Signature: *Jacob Braunagel*  
Printed Name: Jacob Braunagel  
Date: 03/27/2025  
License Number: 55505

NO.

DATE

REVISION

JOB

DRAFTED

LOB

REVIEWED

JOB

PROJECT NUMBER

2205-00853

ISSUE DATE

03/27/2025

TAXIWAY LIGHTING AND SIGN REPLACEMENT

FAIRMONT MUNICIPAL AIRPORT - CITY OF FAIRMONT (OWNER)

FAIRMONT, MINNESOTA

PROJECT WORK DESCRIPTION

SHEET

5



**Project Narrative (Justification)**  
**2025 FAA Grant Application**  
**AIP #3-27-0029-025-2025**  
**Fairmont Municipal Airport**

**Objective:**

Taxiway Signs Replacement, Electrical Vault Equipment Replacement, and Removal of Non-Standard Hold Bay – Construction

**Benefits Anticipated:**

Most of the current parallel taxiway lighting and signage as well as electrical vault equipment is still original to the 1976 installation. Airport staff has reported numerous maintenance issues in keeping the system active. Additionally, they have reported that during thunderstorms there have been several instances where lightning strikes have damaged large portions of the system, which would suggest that either there is no counterpoise system installed or it is no longer functioning properly. Due to the frequent issues with the system, this has become a safety issue for night operations. This project will allow for the airport to have a reliable parallel taxiway lighting and signage system which in turn will increase safety on the airfield. The project will primarily replace all original lights and signs, install new conduit & conductor, install a new counterpoise system, replace the radio controller, and replace the constant current regulator.

Additionally, the parallel taxiway currently contains a non-standard hold bay at the south end of the taxiway. This project will remove the pavement and adjust the lighting layout accordingly. This will increase the safety of the airfield as the current layout of this non-standard hold bay does not allow for proper wingtip clearances when aircraft bypass one another.

**Approach:**

The project was designed in 2024/2025 and advertised as a single bid package to be constructed in the summer/fall of 2025. KLJ of Sioux Falls, SD will serve as the Sponsor's consultant to lead these efforts. The design phase of the project is currently under an AIP grant and the construction phase will be funded with AIP entitlement and supplemental funding.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

<b>Part II - SECTION A</b>			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <div style="margin-top: 10px;">             The project is included in an <i>approved</i> PFC application.              If included in an approved PFC application,              does the application <i>only</i> address AIP matching share?      Yes      No           </div> <div style="margin-top: 10px;">             The project is included in another Federal Assistance program. Its CFDA number is below.           </div>			
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? <div style="margin-top: 10px;">             If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:             <div style="margin-top: 10px;">               De Minimis rate of 10% as permitted by 2 CFR § 200.414.             </div> <div style="margin-top: 10px;">               Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)                on _____ (Date) (2 CFR part 200, appendix VII).             </div> </div>	Yes	No	N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>			

**PART II - SECTION B**

**Certification Regarding Lobbying**

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

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. 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.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. 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.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

## PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

SECTION E – REMARKS (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)


<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)



**BID TABULATION****Fairmont Municipal Airport**Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay  
AIP NO. 3-27-0029-024-2025 AND AIP NO. 3-27-0029-025-2025 KLJ #2205-00853**Confidential**

Until Project Award

Engineer's Opinion of  
Construction CostNeo Electrical Solutions, LLC  
Hudson, WI

Item	Description	Qty.	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>Division 1 Taxiway A Lighting and Sign Replacement</b>							
1	Temporary Seeding, Fertilizer, and Mulching (As Needed)	1	Acre	\$ 4,000.00	\$ 4,000.00	\$ 4,795.00	\$ 4,795.00
2	Concrete Washout	1	Ea.	4,000.00	4,000.00	2,500.00	2,500.00
3	Inlet Protection	3	Ea.	500.00	1,500.00	910.00	2,730.00
4	Mobilization	1	L.S.	55,000.00	55,000.00	75,000.00	75,000.00
5	Airside Traffic Control	1	L.S.	10,000.00	10,000.00	18,000.00	18,000.00
6	Seeding	7.5	Acre	1,500.00	11,250.00	2,100.00	15,750.00
7	Topsoil (Electrical Installation Areas)	1	L.S.	5,000.00	5,000.00	1,800.00	1,800.00
8	Mulching	7.5	Acre	2,500.00	18,750.00	3,200.00	24,000.00
9	Utility Locates	1	L.S.	3,000.00	3,000.00	6,000.00	6,000.00
10	Existing Electrical Equipment Removal	1	L.S.	15,000.00	15,000.00	36,120.00	36,120.00
11	Temporary Lighting	1	L.S.	10,000.00	10,000.00	8,680.00	8,680.00
12	1/C No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Duct Bank or Conduit	15,271	L.F.	2.00	30,542.00	2.35	35,886.85
13	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed By Plowing or In Trench or Duct Bank, Including Ground Rods and Connections/Terminations	14,564	L.F.	1.80	26,215.20	2.30	33,497.20
14	Cable Plowing (Counterpoise Only)	14,484	L.F.	1.30	18,829.20	1.25	18,105.00
15	Non-Encased, Electrical Duct Bank, 1 x 2-Inch, Sch. 80 PVC, Bored	80	L.F.	70.00	5,600.00	48.00	3,840.00
16	Non-Encased, Electrical Duck Bank, 1 x 1-Inch, Sch. 80 PVC, Bored	80	L.F.	60.00	4,800.00	45.00	3,600.00
17	Non-Encased, Electrical Conduit, 1 x 2-Inch, Sch. 40 PVC In Trench or SDR 13 HDPE Plowed	12,406	L.F.	5.00	62,030.00	3.95	49,003.70
18	Install Duct Marker	27	Ea.	200.00	5,400.00	225.00	6,075.00
19	Solid Cover for Existing L-867B Base Can	2	Ea.	200.00	400.00	200.00	400.00
20	L-861T (L) MI Taxiway Edge Light (Base Mount)	115	Ea.	1,200.00	138,000.00	1,795.00	206,425.00
21	L-861T (L) MI Taxiway Edge Light (Light Stem Only)	59	Ea.	800.00	47,200.00	760.00	44,840.00
22	L-858 (L) Lighted Sign, Size 2	17.0	Ea.	4,500.00	76,500.00	5,950.00	101,150.00
23	Lighting Spares Kit	1	L.S.	4,000.00	4,000.00	18,005.00	18,005.00
<b>TOTAL BID - DIVISION 1</b>				<b>\$</b>	<b>557,016.40</b>	<b>\$</b>	<b>716,202.75</b>
<b>Division 2 Replace Existing Vault Equipment</b>							
1	L-829 (Monitoring), Class 1 (6.6A), Style 1 (3-Step), Size 7.5kW Constant Current Regulator in Existing Vault	1	Ea.	\$ 20,000.00	20,000.00	21,500.00	21,500.00
2	L-854 Radio Controller, Type I (Air to Ground) in Existing Vault	1	Ea.	\$ 8,000.00	8,000.00	7,650.00	7,650.00
<b>TOTAL BID - DIVISION 2</b>				<b>\$</b>	<b>28,000.00</b>	<b>\$</b>	<b>29,150.00</b>
<b>Division 3 Non-Standard Hold Bay Removal</b>							
1	5-Inch Asphalt Pavement Removal - Full Depth	811	S.Y.	\$ 8.00	6,488.00	17.00	13,787.00
2	Unclassified Excavation	174	C.Y.	\$ 30.00	5,220.00	75.00	13,050.00
3	Obliterate Existing Pavement Marking	316	S.F.	\$ 12.00	3,792.00	4.00	1,264.00
4	Seeding	0.3	Acre	\$ 1,500.00	450.00	2,100.00	630.00
5	Topsoil (Obtained On-Site)	37	C.Y.	\$ 25.00	925.00	54.25	2,007.25
6	Topsoil (Furnished From Off-Site)	112	C.Y.	\$ 35.00	3,920.00	100.80	11,289.60
7	Mulching	0.3	Acre	\$ 2,500.00	750.00	3,200.00	960.00
<b>TOTAL BID - DIVISION 3</b>				<b>\$</b>	<b>21,545.00</b>	<b>\$</b>	<b>42,987.85</b>
<b>SUMMARY OF BIDS</b>							
<b>TOTAL BID - DIVISION 1</b>				<b>\$</b>	<b>557,016.40</b>	<b>\$</b>	<b>716,202.75</b>
<b>TOTAL BID - DIVISION 2</b>				<b>\$</b>	<b>28,000.00</b>	<b>\$</b>	<b>29,150.00</b>
<b>TOTAL BID - DIVISION 3</b>				<b>\$</b>	<b>21,545.00</b>	<b>\$</b>	<b>42,987.85</b>
<b>TOTAL BID - ALL DIVISIONS</b>				<b>\$</b>	<b>606,561.40</b>	<b>\$</b>	<b>788,340.60</b>
<div><div> Project Manager's Signature</div><div>True tabulations of bids received on: <u>Thursday, April 17, 2025</u> Number of bids received: <u>1</u> Bids rejected: <u>0</u></div></div>							
Corrections made due to mathematical errors in calculating costs.							

**Project Costs - Based On Bids (Alternative Funding Option)**

Fairmont Municipal Airport

Fairmont, Minnesota

KLJ #2505-00248, AIP #3-27-0029-024-2025 & AIP #3-27-0029-025-2025

**Taxiway A Lighting & Signs Replacement and Removal of Non-Standard Hold Bay**



Base Bid Division 1 - Taxiway A Lighting Replacement						
Spec #	Item	Description	Quantity	Unit	Unit Price	Total
C-102	1	Temporary Seeding, Fertilizer, and Mulching (As Needed)	1.0	Acre	4,795.00	4,795.00
C-102	2	Concrete Washout	1	Ea.	2,500.00	2,500.00
C-102	3	Inlet Protection	3	Ea.	910.00	2,730.00
C-105	4	Mobilization	1	L.S.	75,000.00	75,000.00
Local	5	Airside Traffic Control	1	L.S.	18,000.00	18,000.00
T-901	6	Seeding	7.5	Acre	2,100.00	15,750.00
Plan Notes	7	Topsoil (Electrical Installation Areas)	1	L.S.	1,800.00	1,800.00
T-908	8	Mulching	7.5	Acre	3,200.00	24,000.00
Plan Notes	9	Utility Locates	1	L.S.	6,000.00	6,000.00
Plan Notes	10	Existing Electrical Equipment Removal	1	L.S.	36,120.00	36,120.00
Plan Notes	11	Temporary Lighting	1	L.S.	8,680.00	8,680.00
L-108	12	1/C No. 8 AWG, 5 kV, L-824, Type C Cable, Installed In Duct Bank or Conduit	12,048	L.F.	2.35	28,312.80
L-108	13	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed By Plowing or In Trench or Duct Bank, Including Ground Rods and Connections/Terminations	14,303	L.F.	2.30	32,896.90
L-108	14	Cable Plowing (Counterpoise Only)	14,223	L.F.	1.25	17,778.75
L-110	15	Non-Encased, Electrical Duct Bank, 1 x 2-Inch, Sch. 80 PVC, Bored	80	L.F.	48.00	3,840.00
L-110	16	Non-Encased, Electrical Duck Bank, 1 x 1-Inch, Sch. 80 PVC, Bored	80	L.F.	45.00	3,600.00
L-110	17	Non-Encased, Electrical Conduit, 1 x 2-Inch, Sch. 40 PVC In Trench or SDR 13 HDPE Plowed	11,391	L.F.	3.95	44,994.45
L-110	18	Install Duct Marker	27	Ea.	225.00	6,075.00
L-115	19	Solid Cover for Existing L-867B Base Can	2	Ea.	200.00	400.00
L-125	20	L-861T (L) MI Taxiway Edge Light (Base Mount)	115	Ea.	1,795.00	206,425.00
L-125	21	L-861T (L) MI Taxiway Edge Light (Light Stem Only)	59	Ea.	760.00	44,840.00
Plan Notes	22	Lighting Spares Kit	1	L.S.	18,005.00	18,005.00
<b>Base Bid - Division 1 - Total Estimated Cost \$</b>						<b>602,542.90</b>

Base Bid Division 2 - Replace Existing Vault Equipment						
Spec #	Item	Description	Quantity	Unit	Unit Price	Total
Plan Notes	1	L-829 (Monitoring), Class 1 (6.6A), Style 1 (3-Step), Size 7.5kW Constant Current Regulator in Existing Vault	1	Ea.	21,500.00	21,500.00
Plan Notes	2	L-854 Radio Controller, Type I (Air to Ground) in Existing Vault	1	Ea.	7,650.00	7,650.00
<b>Base Bid - Division 2 - Total Estimated Cost \$</b>						<b>29,150.00</b>

Base Bid Division 3 - Non-Standard Hold Bay Removal						
Spec #	Item	Description	Quantity	Unit	Unit Price	Total
P-101	1	5-Inch Asphalt Pavement Removal - Full Depth	811	S.Y.	17.00	13,787.00
P-152	2	Unclassified Excavation	174	C.Y.	75.00	13,050.00
Plan Notes	3	Obliterate Existing Pavement Marking	316	S.F.	4.00	1,264.00
T-901	4	Seeding	0.3	Acre	2,100.00	630.00
T-905	5	Topsoil (Obtained On-Site)	37	C.Y.	54.25	2,007.25
T-905	6	Topsoil (Furnished From Off-Site)	112	C.Y.	100.80	11,289.60
T-908	7	Mulching	0.3	Acre	3,200.00	960.00
<b>Base Bid - Division 2 - Total Estimated Cost \$</b>						<b>42,987.85</b>

**Project Costs - Based On Bids (Alternative Funding Option)**

Fairmont Municipal Airport

Fairmont, Minnesota

KLJ #2505-00248, AIP #3-27-0029-024-2025 & AIP #3-27-0029-025-2025

Taxiway A Lighting & Signs Replacement and Removal of Non-Standard Hold Bay



Base Bid Division 4 - Taxiway A Signs Replacement						
Spec #	Item	Description	Quantity	Unit	Unit Price	Total
L-108	1	1/C No. 8 AWG, 5 kV, L-824, Type C Cable, Installed In Duct Bank or Conduit	3,223	L.F.	2.35	7,574.05
L-108	2	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed By Plowing or In Trench or Duct Bank, Including Ground Rods and Connections/Terminations	261	L.F.	2.30	600.30
L-108	3	Cable Plowing (Counterpoise Only)	261	L.F.	1.25	326.25
L-110	4	Non-Encased, Electrical Conduit, 1 x 2-Inch, Sch. 40 PVC In Trench or SDR 13 HDPE Plowed	1,015	L.F.	3.95	4,009.25
L-125	5	L-858 (L) Lighted Sign, Size 2	17	Ea.	5,950.00	101,150.00
Base Bid - Division 1 - Total Estimated Cost						\$ 113,659.85

AIP Supplemental -024-2025

AIP Entitlement -025-2025

Summary of Estimated Construction Costs	
Base Bid - Division 1	\$ 602,542.90
Base Bid - Division 2	\$ 29,150.00
Base Bid - Division 3	\$ 42,987.85
Base Bid - Division 4	\$ 113,659.85
<b>Total Estimated Construction Costs</b>	<b>\$ 788,340.60</b>

Supplemental Costs	
Administration (Not part of Engineering Contract)	\$ 1,457.10
Administration (Not part of Engineering Contract)	\$ 1,889.39
CA/CO, Construction Staking, and Materials Testing	\$ 122,020.50
FAA Project Closeout Report Entitlement Grant -025-2025	\$ 3,039.21
FAA Project Closeout Report Supplemental Grant -024-2025	\$ 7,953.20
Independent Fee Estimate	\$ 4,300.00
<b>Total Estimated Supplemental Costs</b>	<b>\$ 140,659.40</b>

Total Project - As Bid	
Estimated Cost	\$ 929,000.00
Estimated Federal Share (95%)	\$ 882,550.00
Estimated State Share (2.5%)	\$ 23,225.00
Estimated Local Share (2.5%)	\$ 23,225.00

AIP Supplemental - As Bid	
Estimated Cost	\$ 604,000.00
Estimated Federal Share (95%)	\$ 573,800.00
Estimated State Share (2.5%)	\$ 15,100.00
Estimated Local Share (2.5%)	\$ 15,100.00

AIP Entitlement - As Bid	
Cost	\$ 325,000.00
Federal Share (95%)	\$ 308,750.00
State Share (2.5%)	\$ 8,125.00
Local Share (2.5%)	\$ 8,125.00

Total Local Share - As Bid	
Local Share (2.5%)	\$ 23,225.00

April 28, 2025

Mr. Sean Johnston  
Program Manager  
FAA Dakota-Minnesota ADO  
6020 28th Ave S, Ste 102  
Minneapolis, MN 55450-2700

Re: Fairmont Municipal Airport – AIP #3-27-0029-024-2025 and AIP #3-27-0029-025-2025  
Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay  
Price/Cost Analysis

Mr. Johnston:

The above-mentioned project had a bid opening on April 17, 2025 and one (1) bid was received. The single bid received was over the Engineer's Estimate as shown in the summary table below:

Bidder	Total Bid
Neo Electrical Solutions	\$788,340.60
Engineer's Estimate	\$606,561.40

Considering only a single bid was received, a price analysis against the 2nd low bidder is not possible. Therefore, according to FAA requirement, an analysis of the price/cost bid was conducted.

Prior to the bid opening, KLJ Engineering reached out to four (4) separate electrical contractors in the vicinity in addition to Neo Electrical Solutions to encourage them to submit bids on the project. Some contractors noted that they would not be able to meet the federal requirements of the project, some contractors noted that their schedule was too full for 2025, and some contractors noted that they had enough local work that the project was deemed to be too far from their location. Airfield electrical work is a niche market with a limited number of contractors qualified to do the work within each region.

After the bid opening KLJ Engineering and our Airport Manager discussed potential value engineering possibilities to lower the overall cost. The primary item offered by the Contractor was to test the existing counterpoise to see if it is required to be replaced. This would be a reduction of the scope of work and not a reduction of costs bid per each bid item, therefore it was not considered.

The procurement followed the requirements of 2 CFR 200 utilizing the sealed bids formal procurement method. Disadvantaged Business Enterprise (DBE), Domestic Preference (Buy American and Buy America, Build America), and Federal Contract Provisions requirements were incorporated into the Contract Documents.

It was determined that the project plans and specifications did not unduly restrict competition. As stated above, our consultant reached out to perspective bidders before and after bidding to get feedback and there were no complaints received that the plans and specifications restricted competition.

In summary, the City of Fairmont has determined that the costs presented by the low bidder are allowable, allocable, and reasonable. The City of Fairmont recommends the FAA accepts the costs presented by the low bidder as allowable, allocable, and reasonable based on the information gathered during this analysis.

Please contact me at 507-238-3942 or [myork@fairmont.org](mailto:myork@fairmont.org) with any questions.

Sincerely,

**City of Fairmont**

Matthew York  
Public Works and Utilities Director  
Enclosure(s): None

## Task Order

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

### 1. Background Data

- a. Effective Date of Task Order: April 28, 2025
- b. Owner: City of Fairmont
- c. Engineer: KLJ Engineering LLC (KLJ)
- d. Specific Project (title): Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay – Construction Phase
- e. Specific Project (description): The project consists of the removal of the existing taxiway edge light & signage system and replacement with a new system. Project also includes the replacement of the existing taxiway lighting circuit regulator and the lighting system radio controller. Removal of a non-standard hold bay on Runway 31 End will be completed prior to installation of the new taxiway lighting & signage system. The work is to be completed at the Fairmont Municipal Airport. The Engineering services for the construction phase of the project generally consist of Construction Administration & Observation, Materials Testing Services, Construction Staking Services, and Closeout Services for two (2) separate FAA grants.

### 2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are as described in Attachment A – Detailed Scope of Services.

### 3. Additional Services

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

- A. None.

### 4. Owner's Responsibilities

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

## 5. Task Order Schedule

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

## 6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Task 3 – Construction Administration & Observation, Materials Testing, and Construction Staking Services	\$122,020.50	Cost plus Fixed Fee
2. Task 14A – FAA Project Closeout Report Services (Supplemental Grant -024-2025)	\$7,953.20	Lump Sum
3. Task 14B – FAA Project Closeout Report Services (Entitlement Grant -025-2025)	\$3,039.21	Lump Sum
4. Additional Services	N/A	Direct Labor Costs Times a Factor
<b>TOTAL COMPENSATION</b>	<b>\$133,012.91</b>	

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

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

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

A. American Engineering Testing (AET)

## 8. Other Modifications to Agreement and Exhibits:

A. None.

## 9. Attachments:

A. Attachment A – Detailed Scope of Services

B. Attachment B – Hourly Rate and Cost Breakdown

C. Attachment C – Federal Contract Provisions

## 10. Other Documents Incorporated by Reference:

A. None.

## 11. Terms and Conditions

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

The Effective Date of this Task Order is April 28, 2025.

OWNER: City of Fairmont

ENGINEER: KLJ Engineering LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Ben Dzioba

Title: \_\_\_\_\_

Title: Vice President, Construction

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

State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matthew York

Name: Jake Braunagel, PE, CM

Title: Director of Public Works/Utilities

Title: Project Manager

Address: 100 Downtown Plaza  
Fairmont, MN 56031

Address: 5110 East 57<sup>th</sup> Street  
Sioux Falls, SD 57108

E-Mail  
Address: myork@fairmont.org

E-Mail  
Address: jake.braunagel@kljeng.com

Phone: 507-238-3942

Phone: 605-444-1870





Attachment A  
Detailed Scope of Services  
Fairmont Municipal Airport, Fairmont, Minnesota  
AIP Project #3-27-0029-024-2025 and #3-27-0029-025-2025  
KLJ #2505-00248

## Project Description

The work is to occur at Fairmont Municipal Airport in Fairmont, Minnesota, under the terms and conditions of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition (Agreement) and this Task Order (Task Order #2505-00248-1) between the City of Fairmont (Owner) and KLJ Engineering LLC (Engineer).

The federal work shall be performed and constructed under two (2) separate Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants to the City of Fairmont, one (1) Entitlement Grant (-025-2025) and one (1) Supplemental Grant (-024-2025).

The project work description is as follows:

- Taxiway Lighting & Sign Replacement (Supplemental Grant -024-2025)
  - Removal of Existing Taxiway Lighting and Sign System
  - Installation of New Taxiway Edge Lights, Lighted Signs, Cables, Conduits, and Associated Items
  - Installation of New Taxiway Regulator, Radio Controller, and Associated Items in Existing Electrical Room
- Removal of Non-Standard Hold Bay on Runway 31 End (Entitlement Grant -025-2025)

Detailed Scope of Services to be completed includes the following:

- Task 3 – Construction Administration and Observation Services (Entitlement Grant -025-2025)
- Task 14A – FAA Project Closeout Report Services (Supplemental Grant -024-2025)
- Task 14B – FAA Project Closeout Report Services (Entitlement Grant -025-2025)

Design and Bidding Services were completed as part of a prior Task Order and not included in this Detailed Scope of Services.

Although the Engineer shall perform construction administration and observation on this project, the Contractor is responsible for the means and methods of construction. The Engineer has no control over the Contractor's work product.

The Engineer shall perform the work under this Task Order with FAA Advisory Circulars and regulations that are current as of the effective date of the Task Order. Changes to the FAA Advisory Circulars and regulations after the date of this Task Order shall be addressed per Article 6.01.E of the Agreement.

## Project Schedule

Construction is anticipated to begin on or before September 1, 2025 and be completed by October 20, 2025 (approximately 2 months). The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee are based on FAA funding for the project being approved for construction in 2025. If funding does not become available for 2025 construction, timelines may be revised accordingly. Overall project duration is anticipated to be 9 months.

## Project Administration (Entitlement Grant -025-2025)

**Project Scoping Meeting with Owner.** The Engineer shall attend a meeting to discuss project scoping and airport capital improvements plan with the Owner via teleconference (1 meeting). It is estimated that up to 1.5 hours will be needed for meeting preparation, meeting attendance, and meeting minutes per staff member. The following staff are anticipated to attend:

- Project Manager (Sr. Project Manager)

**Prepare Project Detailed Scope of Services and Schedule.** The Engineer shall prepare a Detailed Scope of Services and preliminary schedule based on the information obtained during the Owner scoping meeting. Engineer shall submit the Detailed Scope of Services and schedule to the Owner, FAA, and State for review and make applicable modifications as agreed upon.

**Project Detailed Scope of Services Review.** The Engineer shall present the final Detailed Scope of Services for review and approval. The Engineer shall work with the Owner, FAA, and State to refine the Detailed Scope of Services. The Engineer anticipates one (1) edit based on the Owner's comments and one (1) edit based on FAA and State comments.

**Engineering Detailed Scope of Services and Hour Negotiations.** Upon Detailed Scope of Services approval from the Owner, FAA, and State, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

**Task Order for Professional Services.** The Engineer shall compile the Task Order, complete an internal review, and execution of the Task Order for approval by the Owner.

**Independent Fee Document Preparation.** The Engineer shall prepare the appropriate documents for the independent fee review based on the completed fee negotiations.

## **Project Management (Entitlement Grant -025-2025)**

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

Project management is anticipated to last for 9 months based on the following:

- Begin 2 months before the start of construction (July 2025 through August 2025).
- Run for 2 months during construction of the project (September 2025 through October 2025).
- Run for 2 months between Substantial Completion and Final Acceptance (November 2025 through December 2025).
- Run 3 months through the FAA closeout (January 2026 through March 2026).

**Project Budget Setup.** The Project Manager shall coordinate with the internal accounting staff to establish the internal budgets.

**Monthly Budget Review.** The Project Manager and internal accounting staff to review budgets and budget projections monthly and coordinate any known issues with the Owner. This project is anticipated to have a 9-month duration.

**Monthly Invoicing.** The Project Manager and internal accounting staff shall prepare billings of project accounting. This project is anticipated to have a 9-month duration.

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

**Monthly Status Reports.** The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered, and action requirements by the Owner. This project is anticipated to have a 9-month duration.

**DBE Reporting.** The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) annual reporting forms as applicable to the project. This project is anticipated to have a 9-month duration.

## FAA Grant Administration/Assistance (Entitlement Grant -025-2025)

**FAA Grant Pre-Application.** Not included in this detailed scope of services as this task has already been completed under a prior Task Order.

**Prepare and Submit FAA Grant Application.** The Engineer shall prepare and submit the FAA grant Application for Federal Assistance and State Funding Application for the construction portion of the project for two (2) grants, the AIP Entitlement (-025-2025) and Supplemental (-024-2025) grants.

**FAA Grant Coordination/Reimbursement Processing.** The Engineer shall assist the Owner in preparation and coordination of the appropriate documentation required for the Owner to receive reimbursement for project eligible costs through two (2) separate grants, the AIP Entitlement (-025-2025) and Supplemental (-024-2025) grants.

**FAA Quarterly Reports.** The Engineer shall prepare and submit the FAA quarterly grant reports for two (2) separate grants, the AIP Entitlement (-025-2025) and AIP Supplemental (-024-2025) grants. This project is anticipated to have a 9-month duration. A total of three (3) FAA quarterly grant reports are anticipated for each grant.

**FAA Grant Closeout.** The FAA grant closeout tasks are included in a subsequent portion of this Detailed Scope of Services for the AIP Entitlement (-025-2025) and Supplemental (-024-2025) grants.

## Subconsultant Coordination (Entitlement Grant -025-2025)

The Engineer anticipates one (1) subconsultant to assist with different elements of this project.

- Material Testing – American Engineering Testing, Inc. (AET)

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

**Subconsultant Coordination.** The Engineer shall coordinate the applicable subconsultant tasks to support the agreed Detailed Scope of Services and the Engineer's Task Order with the Owner.

- Material Testing
  - It is anticipated that the Project Manager shall coordinate testing activities and questions with a material testing firm during construction activities. This coordination is anticipated to be four (4) hours for this project.

## Construction Administration (Entitlement Grant -025-2025)

~~**Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost).**~~ Not included in this Detailed Scope of Services.

**Prepare and Conduct Pre-Construction Meeting.** Conduct a pre-construction meeting at the Airport. The Engineer shall prepare the pre-construction meeting agenda, conduct the pre-construction meeting, and site visit at the Airport. The detailed discussion of the project to include:

- Roles and responsibilities
- Contractor's representatives
- Schedules
- Safety
- Testing requirements
- Resident Project Representative's role
- Labor requirements
- DBE and Civil Rights
- Environmental and materials storage
- Plans and Specifications

- Materials certification requirements
- Shop drawing requirements
- Subcontractor(s)

It is estimated that up to eight (8) hours will be needed for meeting preparation, meeting attendance, and meeting minutes per staff member. The following staff are anticipated to attend:

- Project Manager (Sr. Project Manager)
- Resident Project Representative (Engineer in Training I)
- Material Testing Firm Representative (included in subconsultant scope)

**Shop Drawing/Certification Review.** Review Contractor shop drawings and certifications for compliance with the project plans and specifications. Issue the appropriate response to the Contractor.

- Estimate based on up to 3 reviews of 17 submittals for the civil and electrical engineering items (average of 0.5 hours each for review, response, and filing in project records) total for the project
  - P-610 = 1 submittal
  - P-620 = 1 submittal
  - T-901 = 1 submittal
  - T-908 = 1 submittal
  - L-108 = 2 submittals
  - L-110 = 3 submittals
  - L-115 = 2 submittals
  - L-125 = 4 submittals
  - Electrical Plan Notes – Constant Current Regulator = 1 submittal
  - Electrical Plan Notes – Radion Controller = 1 submittal

**Review Contractor Requests for Information (RFI) and Responses.** Review Contractor requests for information. Coordinate with Owner staff as applicable and issue the written response to the Contractor.

- Estimate based on responses to up to two (2) RFIs (average of 2 hours each for review, response, and filing in project records) total for the project.

**Prepare Change Orders.** The Engineer shall prepare change orders for modifications to the Contractors work, payment, or schedule as the issue arise during the construction phase.

- Estimate based on up to two (2) change orders total for the project with each change order taking approximately two (2) hours to prepare and coordinate signatures.

**Prepare Periodical Estimates.** The Engineer shall prepare periodical pay estimates based on the Contractor's completed and accepted work on the project at a frequency agreed upon by the Owner and the Contractor.

- Estimate based on up to three (3) pay estimates total for the project with each pay estimate taking approximately two (2) hours to prepare and coordinate signatures.

**Project Records and Payrolls.** Maintain a record of all the project documents and correspondence. Conduct a review of the Contractor and subcontractor payrolls for conformance with the project wage rates and regulations.

- Estimate based on 2 months of payroll records averaging 4 hours per month.

**Weekly Construction Progress Meetings.** The Engineer shall coordinate progress meetings on a schedule agreed upon by the Owner and the Contractor. The Engineer shall prepare the progress meeting agendas, conduct the meetings, and issue meeting minutes to the appropriate parties. The Engineer shall coordinate with the Owner on user attendees at the meeting based on the progress of the work. Also, the Engineer shall submit weekly FAA construction status reports to the Owner and Contractor.

- Overall construction duration is anticipated to be two (2) months with approximately eight (8) weekly meetings.
- It is anticipated that the following engineering staff members shall attend the weekly construction meetings:
  - Project Manager (Sr. Project Manager) (teleconference for 50% of the meetings)
  - Resident Project Representative (Engineer in Training I) (already on-site and time included in other tasks)
  - Material Testing Firm Representative (included in subconsultant scope)

Meeting preparation and meeting minutes are estimated at 0.5 hours each. Travel time is estimated at four (4) hours round trip and the meeting is anticipated to last for one (1) hour. The site visit is anticipated to last for one (1) hour.

**Conduct Substantial/Punch List Inspection of Project.** The Engineer shall coordinate with the Owner and the Contractor to conduct a pre-final inspection with the parties and prepare the final inspection punch list. The Engineer shall verify that punch list items have been completed and recommend to the Owner acceptance of the work. Review O&M Manuals and any required training materials for completeness. The following engineering staff members are anticipated to attend this inspection:

- Project Manager (Sr. Project Manager)
- Resident Project Representative (Engineer in Training I) (already on-site and time included in other tasks)

Meeting preparation and meeting minutes are estimated at 0.5 hours each. Travel time is estimated at 4 hours round trip and the meeting is anticipated to last for 1 hour. The site visit is anticipated to last for 2 hours.

**Conduct Final Inspection of Project.** The Engineer shall coordinate with the Owner, State, and Contractor to conduct a final inspection meeting at the Airport. The Engineer shall follow-up on any new deficiencies that are identified or punch list items that have not been satisfactorily corrected. The following engineering staff members are anticipated to attend this inspection:

- Project Manager (Sr. Project Manager)
- Resident Project Representative (Engineer in Training I)

Meeting preparation and meeting minutes are estimated at 0.5 hours each. Travel time is estimated at 4 hours round trip and the meeting is anticipated to last for 1 hour. The site visit is anticipated to last for 2 hours.

~~Analyzing Grades per FAA Requirement.~~ Not included in this Detailed Scope of Services.

**Quality Acceptance Construction Materials Testing.** The Engineer, through a subconsultant, shall perform all required quality acceptance testing of construction materials identified as being the responsibility of the Owner or Engineer within the project specifications. Efforts for this subconsultant coordination are included in the Subconsultant Coordination section of the Detailed Scope of Services.

~~P 304 CTB, P 401, P 403, P 501 QA Analysis Forms.~~ Not included in this Detailed Scope of Services.

~~Tribal Monitoring Coordination.~~ Not included in this Detailed Scope of Services.

**Periodic Owner Meetings.** It is anticipated that the Engineer shall attend one (1) periodic Owner meeting at the Airport and one (1) periodic Owner meeting via teleconference to coordinate any issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meetings:

- Project Manager (Sr. Project Manager)
  - It is estimated that up to 6 hours per meeting at the Airport will be needed for meeting preparation, travel, meeting attendance in Fairmont, and meeting minutes.
  - It is estimated that up to 2 hours per meeting via teleconference will be needed for meeting preparation, meeting attendance via teleconference, and meeting minutes.

**Periodic Agency Meetings.** It is anticipated that the Engineer shall attend one (1) periodic agency meeting to coordinate construction activities and issues with the Owner and agencies via teleconference. It is estimated that up to two (2) hours will be needed for meeting preparation, meeting attendance, and meeting minutes. It is anticipated the following staff members shall attend the periodic agency meetings:

- Project Manager (Sr. Project Manager)

~~FAA Flight Check Coordination.~~ Not included in this Detailed Scope of Services.

~~Aeronautical Survey Services.~~ Not included in this Detailed Scope of Services.

## Construction Observation (Entitlement Grant -025-2025)

**Construction Surveying - General.** A Professional Land Surveyor shall utilize an estimated six (6) hours to coordinate and supervise survey crews, prepare survey data, and prepare reports in support of this project.

**Construction Surveying - Establish Project Control.** The Engineer shall provide control points and alignment data as required by the project specifications. It is estimated that one (1) round trip at eight (8) hours per trip shall be required by the survey crew (2-person crew).

**Construction Staking – Grading Limits and Pavement Removals.** The Engineer shall provide construction staking activities as required by the project specifications. It is estimated that one (1) round trip at eight (8) hours per trip shall be required by the survey crew (2-person crew).

**Construction Staking - Lights and Signs.** The Engineer shall provide construction staking activities as required by the project specifications. It is estimated that three (3) round trips at eight (8) hours per trip shall be required by the survey crew (2-person crew).

**Construction Staking - Other.** The Engineer shall provide construction staking activities as required by the project specifications. It is estimated that one (1) round trip at eight (8) hours per trip shall be required by the survey crew (2-person crew).

**Observation - Full Time.** The Engineer shall provide full time construction observation for this project. It is estimated at this time that 50 calendar days (36 working days) be allowed for the project. If the actual construction time exceeds that estimate, additional construction observation time shall be required, and the Engineer's fee shall be equitably adjusted.

- Construction time to complete the lighting and associated items is estimated at 36 working days. During construction operations, the Engineer estimates that the Resident Project Representative shall be on-site for an estimated 36 working days at 9 hours per day. Travel time was estimated at 8 round trips at 4 hours per trip for the Resident Project Representative.

~~**Archaeological Observation - Periodic.**~~ Not included in this Detailed Scope of Services.

## FAA Project Closeout Report (Supplemental Grant -024-2025)

**Prepare Final Payment.** Assist Owner in preparation of final payment request and coordination with MnDOT for final grant payment and required acceptance forms for the AIP Supplemental grant.

**Prepare DBE Summary Report.** Prepare required FAA documentation regarding DBE participation on the project based on data obtained from the Contractor for the AIP Supplemental grant.

**Prepare Executive Summary.** The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

**Prepare Quantity Revision Summary.** Perform a review of project costs and explanations of cost variations from plan for the AIP Supplemental grant.

**Prepare ALP Update.** An ALP Update is at the airport is currently in process. Therefore, no effort has been included in this Detailed Scope of Services.

**Exhibit A Update.** Preparation of an Exhibit A Update has not been included in the Detailed Scope of Services.

**Prepare Record Drawings.**

- Prepare record drawings and provide one (1) bound hard copy set to the Owner and one (1) electronic set (PDF format) to the Owner, State, and FAA.
- The plan set has approximately 60 plan sheets. Estimate is based on 0.5 hours per plan sheet.

- Deliver one (1) set of Operation and Maintenance (O&M) Manuals as provided by the Contractor.

**Prepare Closeout Report Document.**

- Prepare summaries of all test results on materials installed as required and final testing report for the AIP Supplemental grant.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy (PDF format) to the Owner, FAA, and State for the AIP Supplemental grant.

## FAA Project Closeout Report (Entitlement Grant -025-2025)

**Prepare Final Payment.** Assist Owner in preparation of final payment request and coordination with MnDOT for final grant payment and required acceptance forms for the AIP Entitlement grant.

**Prepare DBE Summary Report.** Included in Supplemental Grant -024-2025 Closeout Report task.

**Prepare Executive Summary.** The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

**Prepare Quantity Revision Summary.** Included in Supplemental Grant -024-2025 Closeout Report task.

**Prepare ALP Update.** An ALP Update is at the airport is currently in process. Therefore, no effort has been included in this Detailed Scope of Services.

**Exhibit A Update.** Preparation of an Exhibit A Update has not been included in the Detailed Scope of Services.

**Prepare Record Drawings.** Included in Supplemental Grant -024-2025 Closeout Report task.

**Prepare Closeout Report Document.**

- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy (PDF format) to the Owner, FAA, and State for the AIP Entitlement grant.

## Owner's Responsibilities

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

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

**Historical Information.** The Owner shall furnish the Engineer one copy of As-Built drawings, maps, records, surveys, reports, preliminary designs, etc. that are pertinent to the project.

**Agreement Between Owner and Contractor.** The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.

**Disadvantaged Business Enterprise (DBE) Plan.** The Owner has an approved DBE Plan and shall make determinations on accomplishments and participation.

**Attachment B**  
Fairmont Municipal Airport  
Fairmont, Minnesota  
KLJ #2505-00248, AIP #3-27-0029-024-2025 and #3-27-0029-025-2025  
**Hourly Rate and Cost Breakdown**



**PHASE: Construction Administration/Construction Observation (Entitlement Grant -025-2025)**

**PROJECT: Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay**

KLJ Title	Sr. Project Manager	Engineer in Training I	Engineer	Project Controls Specialist I	Professional Land Surveyor	2 Person Survey Crew	Contract Administrator (PA III)	Project Assistant I	Senior Engineer						Task Direct Labor Cost
<b>Project Administration</b>															
Project Scoping Meeting with Owner															
Meeting Preparation	0.5														\$ 37.50
Participate in Meeting (including travel)	0.5														\$ 37.50
Prepare and File Meeting Minutes	0.5														\$ 37.50
Prepare Project Detailed Scope of Services and Schedule	1		2		0.5				0.5						\$ 262.50
Project Detailed Scope of Services Review	1														\$ 75.00
Engineering Detailed Scope of Services and Hour Negotiations	1		2												\$ 205.00
Task Order for Professional Services	1		0.5					0.5							\$ 128.50
Independent Fee Document Preparation	1														\$ 75.00
															\$ -
<b>Subtotal</b>															<b>\$ 858.50</b>
<b>Project Management</b>															
Overall Project Management	18														\$ 1,350.00
Project Budget Setup	1			2											\$ 139.00
Monthly Budget Review	4.5			4.5											\$ 481.50
Monthly Invoicing	4.5							4.5							\$ 454.50
Develop Quality Control Plan	1														\$ 75.00
Monthly Status Reports	4.5							4.5							\$ 454.50
DBE Reporting				9											\$ 288.00
															\$ -
<b>Subtotal</b>															<b>\$ 3,242.50</b>
<b>FAA Grant Administration / Assistance</b>															
FAA Grant Pre-Application															\$ -
Prepare and Submit FAA Grant Application	4	8													\$ 580.00
FAA Grant Coordination/Reimbursement Processing	4														\$ 300.00
FAA Quarterly Reports	3							3							\$ 303.00
FAA Grant Closeout															\$ -
															\$ -
<b>Subtotal</b>															<b>\$ 1,183.00</b>
<b>Subconsultant Coordination</b>															
Prepare and Coordinate Subconsultant Agreements	1		2				0.5								\$ 226.00
Subconsultant Coordination															\$ 300.00
Material Testing	4														\$ -
															\$ -
<b>Subtotal</b>															<b>\$ 526.00</b>
<b>Construction Administration</b>															
Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost)															\$ -
Prepare and Conduct Pre-Construction Meeting															
Meeting Preparation	1	1													\$ 110.00
Participate in Meeting (including travel)	6	6													\$ 660.00
Prepare and File Meeting Minutes	1	1													\$ 110.00
Shop Drawing/Certification Review	10	10							5.5						\$ 1,457.50
Review Contractor Requests for Information (RFI) and Responses	2								2						\$ 280.00
Prepare Change Orders	2			1					1						\$ 247.00
Prepare Periodical Estimates	3	1.5		1.5											\$ 325.50
Project Records and Payrolls	1			7											\$ 299.00
Weekly Construction Progress Meetings															
Meeting Preparation	4														\$ 300.00
Participate in Meeting (including travel)	28														\$ 2,100.00
Prepare and File Meeting Minutes	4														\$ 300.00
Conduct Substantial/Punch List Inspection of Project															
Meeting Preparation	0.5														\$ 37.50
Participate in Meeting (including travel)	7														\$ 525.00
Prepare and File Meeting Minutes	0.5														\$ 37.50
Conduct Final Inspection of Project															
Meeting Preparation	0.5	0.5													\$ 55.00
Participate in Meeting (including travel)	7	7													\$ 770.00



Attachment B  
Fairmont Municipal Airport  
Fairmont, Minnesota  
KLJ #2505-00248, AIP #3-27-0029-024-2025 and #3-27-0029-025-2025  
Hourly Rate and Cost Breakdown



PHASE: Construction Administration/Construction Observation (Entitlement Grant -025-2025)

PROJECT: Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay

KLJ Title	Sr. Project Manager	Engineer in Training I	Engineer	Project Controls Specialist I	Professional Land Surveyor	2 Person Survey Crew	Contract Administrator (PA III)	Project Assistant I	Senior Engineer						Task Direct Labor Cost
Prepare and File Meeting Minutes	0.5	0.5													\$ 55.00
Analyzing Grades per FAA Requirement															\$ -
Quality Acceptance Construction Materials Testing (Subconsultant Task)															\$ -
P-304 CTB, P-401, P-403, P-501 QA Analysis Forms															\$ -
Tribal Monitoring Coordination															\$ -
Periodic Owner Meetings															\$ -
Meeting Preparation	1														\$ 75.00
Participate in Meeting (including travel)	6														\$ 450.00
Prepare and File Meeting Minutes	1														\$ 75.00
Periodic Agency Meetings															\$ -
Meeting Preparation	0.5														\$ 37.50
Participate in Meeting (including travel)	1														\$ 75.00
Prepare and File Meeting Minutes	0.5														\$ 37.50
FAA Flight Check Coordination															\$ -
Aeronautical Survey Services															\$ -
Subtotal															\$ 8,419.00
Construction Observation															
Construction Surveying - General					6										\$ 300.00
Construction Surveying - Establish Project Control						8									\$ 600.00
Construction Staking - Grading Limits and Pavement Removals						8									\$ 600.00
Construction Staking - Lights and Signs						24									\$ 1,800.00
Construction Staking - Other						8									\$ 600.00
Observation - Full Time		356													\$ 12,460.00
Archaeological Observation - Periodic															\$ -
Subtotal															\$ 16,360.00
Total Hours	144	391.5	6.5	25	6.5	48	1	12	9	0	0	0	0	0	
Hourly Rate	\$75.00	\$35.00	\$65.00	\$32.00	\$50.00	\$75.00	\$42.00	\$26.00	\$65.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	30,589.00
Indirect Labor Total (1.9637 Overhead Rate)	\$	60,067.62
Direct and Indirect Labor Total	\$	90,656.62
Fixed Fee (15%)	\$	13,598.49
Cost of Facilities (0.66%)	\$	201.89
Subtotal	\$	104,457.00

Expenses					
Air Charter	\$ -	per trip @	0	trips	
Per Diem	\$ 175.00	per day @	36	days	\$ 6,300.00
Vehicle Usage	\$ 20.00	per day @	0	days	
Materials and Supplies					
Subconsultants	Material Testing - AET				\$ 10,863.50
Other Expenses	NPDES/SDS Construction Stormwater General Permit				\$ 400.00

Expenses Total \$ 17,563.50

Construction Administration/Construction Observation (Entitlement Grant -025-2025) Total Cost \$ 122,020.50

Attachment B  
Fairmont Municipal Airport  
Fairmont, Minnesota  
KLJ #2505-00248, AIP #3-27-0029-024-2025 and #3-27-0029-025-2025  
Hourly Rate and Cost Breakdown



PHASE: **FAA Project Closeout Report (Supplemental Grant -024-2025)**  
PROJECT: **Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay**

KLJ Title	Sr. Project Manager	Engineer in Training I	Project Controls Specialist I												Task Direct Labor Cost
FAA Project Closeout Report															
Prepare Final Payment	2		2												\$ 214.00
Prepare DBE Summary Report		1	1												\$ 67.00
Prepare Executive Summary	1	2													\$ 145.00
Prepare Quantity Revision Summary	1	2													\$ 145.00
Prepare ALP Update															\$ -
Exhibit A Update															\$ -
Prepare Record Drawings		30													\$ 1,050.00
Prepare Closeout Report Document	4	8	4												\$ 708.00
															\$ -
Subtotal															\$ 2,329.00
Total Hours	8	43	7	0	0	0	0	0	0	0	0	0	0	0	
Hourly Rate	\$75.00	\$35.00	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total \$ 2,329.00  
Indirect Labor Total (1.9637 Overhead Rate) \$ 4,573.46  
Direct and Indirect Labor Total \$ 6,902.46  
Fixed Fee (15%) \$ 1,035.37  
Cost of Facilities (0.66%) \$ 15.37

Subtotal \$ 7,953.20

Expenses				
Air Charter		per trip @		trips
Per Diem	\$ 175.00	per day @		days
Materials and Supplies				
Other Expenses				

Expenses Total \$ -

FAA Project Closeout Report (Supplemental Grant -024-2025) Total Cost \$ 7,953.20



**PHASE: FAA Project Closeout Report (Entitlement Grant -025-2025)**  
**PROJECT: Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay**

KLJ Title	Sr. Project Manager	Engineer in Training I	Project Controls Specialist I												Task Direct Labor Cost
FAA Project Closeout Report															
Prepare Final Payment	2		2												\$ 214.00
Prepare DBE Summary Report															\$ -
Prepare Executive Summary	1	2													\$ 145.00
Prepare Quantity Revision Summary															\$ -
Prepare ALP Update															\$ -
Exhibit A Update															\$ -
Prepare Record Drawings															\$ -
Prepare Closeout Report Document	3	6	3												\$ 531.00
															\$ -
<b>Subtotal</b>															<b>\$ 890.00</b>
Total Hours	6	8	5	0	0	0	0	0	0	0	0	0	0	0	
Hourly Rate	\$75.00	\$35.00	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	890.00
Indirect Labor Total (1.9637 Overhead Rate)	\$	1,747.69
Direct and Indirect Labor Total	\$	2,637.69
Fixed Fee (15%)	\$	395.65
Cost of Facilities (0.66%)	\$	5.87

Subtotal \$ 3,039.21

Expenses				
Air Charter		per trip @		trips
Per Diem	\$ 175.00	per day @		days
Materials and Supplies				
Other Expenses				

Expenses Total \$ -

**FAA Project Closeout Report (Entitlement Grant -025-2025) Total Cost \$ 3,039.21**

**Total Cost - Construction Administration / Construction Observation, FAA Project Closeout Report \$ 133,012.91**

## **Federal Contract Provisions**

### **A1 ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

#### **ACCESS TO RECORDS AND REPORTS**

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

### **A2 CIVIL RIGHTS - GENERAL**

49 USC § 47123

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

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

### **A3 CIVIL RIGHTS – TITLE VI ASSURANCE**

49 USC § 47123

FAA Order 1400.11

#### **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable

steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### **A4 CLEAN AIR AND WATER POLLUTION CONTROL**

2 CFR § 200, Appendix II(G)

##### **CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

#### **A5 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

##### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

###### **1. Overtime Requirements.**

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### 3. Withholding for Unpaid Wages and Liquidated Damages.

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

### 4. Subcontractors.

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

## **A6 DEBARMENT AND SUSPENSION**

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

### **CERTIFICATION OF CONSULTANT REGARDING DEBARMENT**

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

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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



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

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

## **A7 DISADVANTAGED BUSINESS ENTERPRISE**

49 CFR Part 26

### **DISADVANTAGED BUSINESS ENTERPRISES**

#### **Contract Assurance (49 CFR § 26.13) –**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

#### **Prompt Payment (49 CFR § 26.29) –**

The consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days, not to exceed 30 days from the receipt of each payment the consultant receives from City of Fairmont. The consultant agrees further to return retainage payments to each subcontractor within 10 days, not to exceed 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Fairmont. This clause applies to both DBE and non-DBE subcontractors.

#### **Termination of DBE Subcontracts (49 CFR § 26.53(f)) –**

The consultant must not terminate a DBE subcontractor listed in response to the Request for Proposals (or an approved substitute DBE firm) without prior written consent of City of Fairmont. This includes, but is not limited to, instances in which the consultant seeks to perform work originally designated for

a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the consultant obtains written consent City of Fairmont. Unless City of Fairmont consent is provided, the consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Fairmont may provide such written consent only if City of Fairmont agrees, for reasons stated in the concurrence document, that the consultant has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Fairmont its request to terminate and/or substitute a DBE subcontractor, the consultant must give notice in writing to the DBE subcontractor, with a copy to City of Fairmont, of its intent to request to terminate and/or substitute, and the reason for the request.

The consultant must give the DBE five days to respond to the consultant's notice and advise City of Fairmont and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Fairmont should not approve the consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Fairmont may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

## **A8 DISTRACTED DRIVING**

Executive Order 13513

DOT Order 3902.10

### **TEXTING WHEN DRIVING**

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

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

## **A9 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

## **A10 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **EQUAL OPPORTUNITY CLAUSE**

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise

have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals

are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the

Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation

employment to minority and female youth both on the site and in other areas of a contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though



the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **A11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq

2 CFR § 200.430

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

## **A12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

### **CERTIFICATION REGARDING LOBBYING**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **A13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

#### **29 CFR Part 1910**

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

### **A14 TAX DELINQUENCY AND FELONY CONVICTIONS**

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

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

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

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

#### **Certifications**

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

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined

that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

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

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

## **A15 TERMINATION OF CONTRACT**

2 CFR Part 200, Appendix II(B)

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

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

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

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

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

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

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

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

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

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

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

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

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

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

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

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

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

## **A16 TRADE RESTRICTION CERTIFICATION**

49 USC § 50104

49 CFR Part 30

### **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely

on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

## **A17 VETERAN'S PREFERENCE**

49 USC § 47112(c)

### **VETERAN'S PREFERENCE**

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

## **A18 DOMESTIC PREFERENCES FOR PROCUREMENTS**

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER 1**

**THIS AGREEMENT** is made as of this 15 day of April, 2025, between City of Fairmont (“OWNER”) a municipal corporation, with principal offices at 100 Downtown Plaza, Fairmont, MN 56031, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Independent Fee Estimate (IFE) for Construction Administration and Construction Observation Services and Closeout Reports Services for Two FAA Grants at the Fairmont Municipal Airport (“Project”);

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

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

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

**SECTION I. SCOPE OF SERVICES**

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

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

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

**SECTION III. RESPONSIBILITIES OF OWNER**

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

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of  
- lump sum. The amount of the lump sum is Four Thousand Three Hundred Dollars (\$4,300.00)

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



## **SECTION V. PERIOD OF SERVICE**

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

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

**SECTION VI. SPECIAL PROVISIONS**

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

City of Fairmont

"OWNER"

BY:

Matthew York

NAME:

Matthew R York

TITLE:

Public Works and Utilities Director

ADDRESS:

100 Downtown Plaza  
Fairmont, MN 56031

HDR ENGINEERING, INC.

"ENGINEER"

BY:

Jason L. Kjenstad

NAME:

Jason Kjenstad

TITLE:

Sr. Vice President

ADDRESS:

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

HDR will complete an Independent Fee Estimate (IFE) for Construction Administration and Construction Observation Services and Closeout Reports Services for Two FAA Grants at the Fairmont Municipal Airport.

Items not included in the Scope of Services:

- Field Review Visit – We are relying totally on the information provided to us
- Audit – Any services required to coordinate with city, MnDOT or FAA Audit.
- Post Review Report – any services beyond the delivery of the report required to explain differences between the initial cost estimate and the IFE are not included.

The basis of our IFE is the Scope of Services received from KLJ. HDR will prepare the IFE and return it to you by April 17, 2025.

We look forward to working with you on this project. Please contact me at 605.360.9864 or [eric.hanson@hdrinc.com](mailto:eric.hanson@hdrinc.com) with any questions.

**EXHIBIT B**  
**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

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

## 2. INSURANCE/INDEMNITY

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

## 3. OPINIONS OF PROBABLE COST

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

## 4. CONSTRUCTION PROCEDURES

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

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

## 5. CONTROLLING LAW

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

## 6. SERVICES AND INFORMATION

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

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

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

## 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

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

## 8. RE-USE OF DOCUMENTS

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

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

#### **9. TERMINATION OF AGREEMENT**

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

#### **10. SEVERABILITY**

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

#### **11. INVOICES**

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

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

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

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

#### **12. CHANGES**

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

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

#### **13. CONTROLLING AGREEMENT**

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

#### **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

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

#### **15. HAZARDOUS MATERIALS**

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

#### **16. EXECUTION**

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

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

#### **17. ALLOCATION OF RISK**

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

#### **18. LITIGATION SUPPORT**

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

#### **19. NO THIRD PARTY BENEFICIARIES**

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

#### **20. UTILITY LOCATION**

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

#### **21. UNMANNED AERIAL SYSTEMS**

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

#### **22. OPERATIONAL TECHNOLOGY SYSTEMS**

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

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

#### **23. FORCE MAJEURE**

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

#### **24. EMPLOYEE IMMUNITY**

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

April 28, 2025

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

Re: FAA Federal Grant Request  
Fairmont Municipal Airport  
AIP #3-27-0029-025-2025

Mr. Bourassa:

The City of Fairmont requests 2025 FAA Airport Improvement Program (Entitlement) and State Airport funding for the following units of work at the Fairmont Municipal Airport:

- Construction – Replace Taxiway Signs, Replace Electrical Vault Equipment, and Remove Non-Standard Hold Bay
- Construction Administration & Observation, Construction Staking, and Materials Testing Services
- FAA Project Closeout Report Services
- Independent Fee Estimate Services

We are requesting FAA AIP Entitlement Funds in the amount of \$308,750.00 and State Funds in the amount of \$8,125.00. The local funding share will be in the amount of \$8,125.00.

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

1. AIP Grant Application Checklist
2. FAA Form SF-424, Application for Federal Assistance
3. Project Cost Summary
4. Project Sketch
5. Project Narrative
6. FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)
7. Bid Tabulation
8. As Bid Grant Cost Breakdown
9. Cost Analysis Letter
10. Professional Services Task Order
11. Independent Fee Estimate Agreement
12. Record of Negotiations
13. Independent Fee Estimate
14. AIP Sponsor Certifications (FAA Forms 5100-129 through 5100-135)
  - a. Form 5100-133, Real Property Acquisition omitted as not applicable.
15. FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist



Please contact me at 507-238-3942 or [myork@fairmont.org](mailto:myork@fairmont.org) with any questions.

Sincerely,

**City of Fairmont**

Matthew York

Public Works and Utilities Director

Enclosure(s): Grant Application Documentation

April 28, 2025

Mr. Sean Johnston  
Program Manager  
FAA Dakota-Minnesota ADO  
6020 28th Ave S, Ste 102  
Minneapolis, MN 55450-2700

Re: Fairmont Municipal Airport – AIP #3-27-0029-024-2025 and AIP #3-27-0029-025-2025  
Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay  
Record of Negotiations/Consultant Fee Analysis

Mr. Johnston:

This documentation was completed in accordance with ARP Standard Operating Procedure (SOP) 11.00 “Consultant Fee Analysis” and FAA Advisory Circular 150/5100-14E, “Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.” The purpose of this letter is to document the Sponsor’s Scope and Fee Negotiation with KLJ Engineering for AIP #3-27-0029-024-2025 and AIP #3-27-0029-025-2025.

According to Table 1 “Analysis Type Requirement” from ARP SOP 11.00, it was determined that the type of analysis required was a Detailed Fee Analysis as the anticipated consultant fee was more than \$100,000. The detailed cost analysis requires task-based line-item review to include direct labor hours, labor and overhead rates, expenses, and profit. This detailed cost analysis was completed via an Independent Fee Estimate (IFE) by HDR (attached) received on April 15, 2025. KLJ’s proposed fee was received on April 18, 2025. After reviewing the IFE and KLJ’s proposed fee, the City of Fairmont determined that KLJ’s proposed fee was reasonable as it was approximately 2% below the IFE.

Please contact me at 507-238-3942 or [myork@fairmont.org](mailto:myork@fairmont.org) with any questions.

Sincerely,  
**City of Fairmont**

Matthew York  
Public Works and Utilities Director  
Enclosure(s): Independent Fee Estimate



April 15, 2025

RE: Fairmont Municipal Airport  
Independent Fee Estimate

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

Dear Mr. York,

Enclosed is our Independent Fee Estimate of the Construction Administration, Construction Observation and Closeout Services for the Taxiway Lighting Improvements project. The estimate is for the AIP eligible portions of the project based on information provided by the City of Princeton and our knowledge of the effort needed to complete the scope of work.

The attached spreadsheet shows estimates of hours per task and professional fees. We are estimating 747 hours for the project and a total cost of 135,539.82. I would expect for a project of this size and complexity would have engineering fees in the range of \$121,000 to \$149,000.

If you have questions or wish to discuss the estimate, please contact me at 605.782.8128 or at [eric.hanson@hdrinc.com](mailto:eric.hanson@hdrinc.com). Thank you for the opportunity to prepare the estimate.

Sincerely,

HDR Engineering Inc.

A handwritten signature in black ink, appearing to read 'Eric Hanson', followed by a horizontal line.

Eric Hanson, PE  
enclosure

[hdrinc.com](http://hdrinc.com)

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

**Attachment B**  
Fairmont Municipal Airport  
Fairmont, Minnesota  
AIP #3-27-0029-024-2025 and #3-27-0029-025-2025  
**Hourly Rate and Cost Breakdown**

PHASE: **Construction Administration/Construction Observation (Entitlement Grant -025-2025)**  
PROJECT: Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay

Title	Sr. Project Manager	Engineer in Training I	Engineer	Project Controls Specialist I	Professional Land Surveyor	2 Person Survey Crew	Contract Administrator (PA III)	Project Assistant I	Senior Engineer						Task Direct Labor Cost
<b>Project Administration</b>															
Project Scoping Meeting with Owner															
Meeting Preparation	1.5														\$ 132.00
Participate in Meeting (including travel)															\$ -
Prepare and File Meeting Minutes															\$ -
Prepare Project Detailed Scope of Services and Schedule	4				1			2	1						\$ 537.00
Project Detailed Scope of Services Review	1							1							\$ 113.00
Engineering Detailed Scope of Services and Hour Negotiations	2				1				1						\$ 311.00
Task Order for Professional Services	1							2							\$ 138.00
Independent Fee Document Preparation	1							2							\$ 138.00
															\$ -
<b>Subtotal</b>															<b>\$ 1,369.00</b>
<b>Project Management</b>															
Overall Project Management	36														\$ 3,168.00
Project Budget Setup	1						4								\$ 268.00
Monthly Budget Review	4						4								\$ 532.00
Monthly Invoicing	4						9								\$ 757.00
Develop Quality Control Plan	2														\$ 176.00
Monthly Status Reports	2							4.5							\$ 288.50
DBE Reporting	1							4							\$ 188.00
															\$ -
<b>Subtotal</b>															<b>\$ 5,377.50</b>
<b>FAA Grant Administration / Assistance</b>															
FAA Grant-Pre-Application															\$ -
Prepare and Submit FAA Grant Application	2	4						4							\$ 428.00
FAA Grant Coordination/Reimbursement Processing	1							8							\$ 288.00
FAA Quarterly Reports	3							12							\$ 564.00
FAA Grant Closeout															\$ -
															\$ -
<b>Subtotal</b>															<b>\$ 1,280.00</b>
<b>Subconsultant Coordination</b>															
Prepare and Coordinate Subconsultant Agreements	1							2							\$ 138.00
Subconsultant Coordination															\$ -
Material Testing	4														\$ 352.00
															\$ -
<b>Subtotal</b>															<b>\$ 490.00</b>
<b>Construction Administration</b>															
Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost)															\$ -
Prepare and Conduct Pre-Construction Meeting															\$ -
Meeting Preparation															\$ -
Participate in Meeting (including travel)	8	8													\$ 1,008.00
Prepare and File Meeting Minutes															\$ -
Shop Drawing/Certification Review	2	20							2						\$ 1,086.00
Review Contractor Requests for Information (RFI) and Responses		3							1						\$ 189.00
Prepare Change Orders	1	3													\$ 202.00
Prepare Periodical Estimates	1	5													\$ 278.00
Project Records and Payrolls								8							\$ 200.00
Weekly Construction Progress Meetings															\$ -
Meeting Preparation															\$ -
Participate in Meeting (including travel)	15														\$ 1,320.00
Prepare and File Meeting Minutes															\$ -
Conduct Substantial/Punch List Inspection of Project															\$ -
Meeting Preparation															\$ -
Participate in Meeting (including travel)	7.5														\$ 660.00
Prepare and File Meeting Minutes															\$ -

**Attachment B**  
Fairmont Municipal Airport  
Fairmont, Minnesota  
AIP #3-27-0029-024-2025 and #3-27-0029-025-2025  
**Hourly Rate and Cost Breakdown**

PHASE: **Construction Administration/Construction Observation (Entitlement Grant -025-2025)**  
PROJECT: Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay

Title	Sr. Project Manager	Engineer in Training I	Engineer	Project Controls Specialist I	Professional Land Surveyor	2 Person Survey Crew	Contract Administrator (PA III)	Project Assistant I	Senior Engineer						Task Direct Labor Cost
Conduct Final Inspection of Project															
Meeting Preparation															\$ -
Participate in Meeting (including travel)	7.5														\$ 660.00
Prepare and File Meeting Minutes															\$ -
Analyzing Grades per FAA Requirement															\$ -
Quality Acceptance Construction Materials Testing (Subconsultant Task)															
P-304 CTB, P-401, P-403, P-501 QA Analysis Forms															\$ -
Tribal Monitoring Coordination															\$ -
Periodic Owner Meetings															
Meeting Preparation															\$ -
Participate in Meeting (including travel)	8														\$ 704.00
Prepare and File Meeting Minutes															\$ -
Periodic Agency Meetings															
Meeting Preparation															\$ -
Participate in Meeting (including travel)	2														\$ 176.00
Prepare and File Meeting Minutes															\$ -
FAA Flight Check Coordination															\$ -
Aeronautical Survey Services															\$ -
Subtotal															\$ 6,483.00
Construction Observation															
Construction Surveying - General					6										\$ 360.00
Construction Surveying - Establish Project Control						8									\$ 800.00
Construction Staking - Grading Limits and Pavement Removals						8									\$ 800.00
Construction Staking - Lights and Signs						24									\$ 2,400.00
Construction Staking - Other						8									\$ 800.00
Observation - Full Time		356													\$ 13,528.00
Archaeological Observation - Periodic															\$ -
Subtotal															\$ 18,688.00
Total Hours	123.5	399	0	0	8	48	17	49.5	5	0	0	0	0	0	
Hourly Rate	\$88.00	\$38.00	\$48.00	\$32.00	\$60.00	\$100.00	\$45.00	\$25.00	\$75.00						

Overhead Rate:	1.5794	Direct Labor Total	\$	33,687.50
Fixed Fee:	15.0	Indirect Labor Total (1.5794 Overhead Rate)	\$	53,206.04
Cost of Facilities:	0.45	Direct and Indirect Labor Total	\$	86,893.54
		Fixed Fee (15%)	\$	13,034.03
		Cost of Facilities (0.4525%)	\$	152.44
Subtotal				\$ 100,080.01

Expenses				
Air Charter	\$ -	per trip @	0	trips
Per Diem	\$ 175.00	per day @	36	days
Vehicle Usage	\$ -	per day @	0	days
Materials and Supplies				
Subconsultants	Material Testing			\$ 10,863.50
Other Expenses	NPDES/SDS Construction Stormwater General Permit			\$ 400.00

Expenses Total \$ 17,563.50

Construction Administration/Construction Observation (Entitlement Grant -025-2025) Total Cost \$ 117,643.51

**Attachment B**  
Fairmont Municipal Airport  
Fairmont, Minnesota  
AIP #3-27-0029-024-2025 and #3-27-0029-025-2025  
**Hourly Rate and Cost Breakdown**

PHASE: **FAA Project Closeout Report (Supplemental Grant -024-2025)**

PROJECT: **Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay**

Title	Sr. Project Manager	Engineer in Training I	Project Controls Specialist I											Task Direct Labor Cost
FAA Project Closeout Report														
Prepare Final Payment	1	4												\$ 240.00
Prepare DBE Summary Report			2											\$ 64.00
Prepare Executive Summary	4	4												\$ 504.00
Prepare Quantity Revision Summary	1	4												\$ 240.00
Prepare ALP Update														\$ -
Exhibit A Update														\$ -
Prepare Record Drawings	4	30												\$ 1,492.00
Prepare Closeout Report Document	16													\$ 1,408.00
														\$ -
<b>Subtotal</b>														<b>\$ 3,948.00</b>
Total Hours	26	42	2	0	0	0	0	0	0	0	0	0	0	
Hourly Rate	\$88.00	\$38.00	\$32.00											

Direct Labor Total	\$	3,948.00
Indirect Labor Total (1.5794 Overhead Rate)	\$	6,235.47
Direct and Indirect Labor Total	\$	10,183.47
Fixed Fee (15%)	\$	1,527.52
Cost of Facilities (0.4525%)	\$	17.86

Subtotal \$ 11,728.85

Expenses				
Air Charter	\$ -	per trip @		trips
Per Diem	\$ 175.00	per day @		days
Materials and Supplies				
Other Expenses				

Expenses Total \$ -

**FAA Project Closeout Report (Supplemental Grant -024-2025) Total Cost \$ 11,728.85**

**Attachment B**  
Fairmont Municipal Airport  
Fairmont, Minnesota  
AIP #3-27-0029-024-2025 and #3-27-0029-025-2025  
**Hourly Rate and Cost Breakdown**

PHASE: **FAA Project Closeout Report (Entitlement Grant -025-2025)**  
PROJECT: **Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay**

Title	Sr. Project Manager	Engineer in Training I	Project Controls Specialist I											Task Direct Labor Cost
FAA Project Closeout Report														
Prepare Final Payment	1	2												\$ 164.00
Prepare DBE Summary Report														\$ -
Prepare Executive Summary	4	4												\$ 504.00
Prepare Quantity Revision Summary														\$ -
Prepare ALP Update														\$ -
Exhibit A Update														\$ -
Prepare Record Drawings														\$ -
Prepare Closeout Report Document	16													\$ 1,408.00
														\$ -
Subtotal														\$ 2,076.00
Total Hours	21	6	0	0	0	0	0	0	0	0	0	0	0	
Hourly Rate	\$88.00	\$38.00	\$32.00											

Direct Labor Total	\$	2,076.00
Indirect Labor Total (1.5794 Overhead Rate)	\$	3,278.83
Direct and Indirect Labor Total	\$	5,354.83
Fixed Fee (15%)	\$	803.23
Cost of Facilities (0.4525%)	\$	9.39

Subtotal \$ 6,167.45

Expenses				
Air Charter	\$ -	per trip @		trips
Per Diem	\$ 175.00	per day @		days
Materials and Supplies				
Other Expenses				

Expenses Total \$ -

FAA Project Closeout Report (Entitlement Grant -025-2025) Total Cost \$ 6,167.45

**Total Cost - Construction Administration / Construction Observation, FAA Project Closeout Report \$ 135,539.82**

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### 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
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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.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### 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.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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

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Sponsor:

Airport:

Project Number:

Description of Work:

### 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](http://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 part 60)
- 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 \$250,000) 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.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### 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/](http://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).  

YesNoN/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).  

YesNoN/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.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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

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Sponsor:

Airport:

Project Number:

Description of Work:

#### 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.

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.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

---

## Certification and Disclosure Regarding Potential Conflicts of Interest

### Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

#### 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



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

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

Yes      No

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 have the explanation for any item marked "no" is correct and complete.

Executed on this          day of          ,          .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

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.

## FAA Title VI Pre-Grant Award Checklist

### Submission information

Submission date (Pick a date):

Name of airport sponsor:

Submitter's name:

Title:

Phone number:

### Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has **both** a Title VI\* Plan and a Community Participation Plan, **both** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on [DOT Order 1000.12C, Ch. II, Secs. 3 and 4](https://www.transportation.gov/mission/us-department-transportation-title-vi-program)  
[https://www.transportation.gov/mission/us-department-transportation-title-vi-program].

Criterion	Notes	Response	Comments
<p><b>1.1</b> The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.</p>	<p>Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old.</p> <p>If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.</p>	<p>Yes</p> <p>No</p>	
<p><b>1.2</b> The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.</p>	<p>Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j).</p> <p>If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.</p>	<p>Yes</p> <p>No</p>	

If the answers to 1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

## Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
<b>2.1</b> The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.	At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data.  <a href="http://www.epa.gov/ejscreen">EJSscreen</a> [www.epa.gov/ejscreen] is a useful resource for assessing project areas.	Yes No	
<b>2.2</b> The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.	In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant.  If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	Yes No	

Criterion	Notes	Response	Comments
<p><b>2.3</b> The sponsor has, on file, demographic information for their staff.</p>	<p>In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c).</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	
<p><b>2.4</b> The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).</p>	<p>Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	

### Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
<b>3.1</b> The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).  See <a href="http://www.justice.gov/crt/fcs/TitleVI">Title VI of the Civil Rights Act of 1964</a> [www.justice.gov/crt/fcs/TitleVI];  <a href="http://www.ecfr.gov">49 CFR part 21</a> [www.ecfr.gov]  <a href="http://www.transportation.gov/transportation-policy/environmental-justice">DOT Order on Environmental Justice</a> [www.transportation.gov/transportation-policy/environmental-justice]	Yes  No	
<b>3.2</b> The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).	Yes  No	

Criterion	Notes	Response	Comments
<p><b>3.3</b> The sponsor has performed a “Four-Factor” LEP analysis for the sponsor’s programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.</p>	<p>A “Yes” response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to LEP Persons (70 FR 74087, December 14, 2005).</p> <p>See <a href="https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance">DOT's LEP Guidance</a> [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].</p>	<p>Yes</p> <p>No</p>	
<p><b>3.4</b> If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities.</p> <p>If the sponsor is <b>not</b> an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.</p>	<p>For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at <a href="https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/">Airport Civil Rights Program – National Airport Policy and Compliance</a> [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/].</p> <p>If applicant is not an airport, the method used to inform the public must be ongoing and documented.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p><b>3.5</b> The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and</p> <p>(2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.</p>	<p>To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087.</p> <p>Please <b>skip</b> this question if the sponsor has an FAA-approved community participation plan.</p>	<p>Yes</p> <p>No</p>	
<p><b>3.6</b> Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to <a href="mailto:ACR-4-TitleVI@faa.gov">ACR-4-TitleVI@faa.gov</a>, with receipt acknowledged.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies.</p> <p>See <a href="#">Appendix C to 49 CFR 21, Sub-part (b)(3)</a> [available through <a href="http://www.ecfr.gov">www.ecfr.gov</a>].</p> <p>"Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.</p>	<p>Yes</p> <p>No</p>	



Criterion	Notes	Response	Comments
<p><b>3.7</b> Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to <a href="mailto:ACR-4-TitleVI@faa.gov">ACR-4-TitleVI@faa.gov</a>, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies.</p> <p>See <a href="#">Appendix C to 49 CFR 21, Sub-part (b)(3)</a> [available through <a href="http://www.ecfr.gov">www.ecfr.gov</a>].</p>	<p>Yes</p> <p>No</p>	
<p><b>3.8</b> Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.</p>	<p>The information should be included in narrative fields of the pending application.</p>	<p>Yes</p> <p>No</p>	

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant:

\*b. Program/Project:

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

**17. Proposed Project:**

\*a. Start Date:

\*b. End Date:

**18. Estimated Funding (\$):**

\*a. Federal

\*b. Applicant

\*c. State

\*d. Local

\*e. Other

\*f. Program Income

\*g. TOTAL

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes      No

**If "Yes", explain:**

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

\*\* I AGREE

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

**Authorized Representative:**

Prefix:

\*First Name:

Middle Name:

\*Last Name:

Suffix:

\*Title:

\*Telephone Number:

Fax Number:

\* Email:

\*Signature of Authorized Representative:

\*Date Signed:



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031  
[www.fairmont.org](http://www.fairmont.org) ♦ [citygov@fairmont.org](mailto:citygov@fairmont.org)

Phone (507)238-9461

Fax (507)238-9469

April 28, 2025

Mr. Luke Bourassa  
Airport Program Coordinator  
MnDOT Office of Aeronautics  
395 John Ireland Blvd.

St. Paul, MN 55155-1800  
Re: FAA Federal Grant Request  
Fairmont Municipal Airport  
AIP #3-27-0029-025-2025

Mr. Bourassa:

The City of Fairmont requests 2025 FAA Airport Improvement Program (Entitlement) and State Airport funding for the following units of work at the Fairmont Municipal Airport:

- Construction – Replace Taxiway Signs, Replace Electrical Vault Equipment, and Remove Non-Standard Hold Bay
- Construction Administration & Observation, Construction Staking, and Materials Testing Services
- FAA Project Closeout Report Services
- Independent Fee Estimate Services

We are requesting FAA AIP Entitlement Funds in the amount of \$308,750.00 and State Funds in the amount of \$8,125.00. The local funding share will be in the amount of \$8,125.00.

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

1. AIP Grant Application Checklist
2. FAA Form SF-424, Application for Federal Assistance
3. Project Cost Summary
4. Project Sketch
5. Project Narrative
6. FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)
7. Bid Tabulation
8. As Bid Grant Cost Breakdown
9. Cost Analysis Letter
10. Professional Services Task Order
11. Independent Fee Estimate Agreement
12. Record of Negotiations
13. Independent Fee Estimate
14. AIP Sponsor Certifications (FAA Forms 5100-129 through 5100-135)
  - a. Form 5100-133, Real Property Acquisition omitted as not applicable.
15. FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist

Please contact me at 507-238-3942 or [myork@fairmont.org](mailto:myork@fairmont.org) with any questions.

Sincerely,

**City of Fairmont**

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



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031  
[www.fairmont.org](http://www.fairmont.org) ♦ [citygov@fairmont.org](mailto:citygov@fairmont.org)

Phone (507)238-9461

Fax (507)238-9469

April 28, 2025

Mr. Sean Johnston  
Program Manager  
FAA Dakota-Minnesota ADO  
6020 28th Ave S, Ste 102  
Minneapolis, MN 55450-2700

Re: Fairmont Municipal Airport – AIP #3-27-0029-024-2025 and AIP #3-27-0029-025-2025  
Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay  
Record of Negotiations/Consultant Fee Analysis

Mr. Johnston:

This documentation was completed in accordance with ARP Standard Operating Procedure (SOP) 11.00 “Consultant Fee Analysis” and FAA Advisory Circular 150/5100-14E, “Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.” The purpose of this letter is to document the Sponsor’s Scope and Fee Negotiation with KLJ Engineering for AIP #3-27-0029-024-2025 and AIP #3-27-0029-025-2025.

According to Table 1 “Analysis Type Requirement” from ARP SOP 11.00, it was determined that the type of analysis required was a Detailed Fee Analysis as the anticipated consultant fee was more than \$100,000. The detailed cost analysis requires task-based line-item review to include direct labor hours, labor and overhead rates, expenses, and profit. This detailed cost analysis was completed via an Independent Fee Estimate (IFE) by HDR (attached) received on April 15, 2025. KLJ’s proposed fee was received on April 18, 2025. After reviewing the IFE and KLJ’s proposed fee, the City of Fairmont determined that KLJ’s proposed fee was reasonable as it was approximately 2% below the IFE.

Please contact me at 507-238-3942 or [myork@fairmont.org](mailto:myork@fairmont.org) with any questions.

Sincerely,

**City of Fairmont**

Matthew York  
Public Works and Utilities Director  
Enclosure(s): Independent Fee Estimate

## STAFF MEMO

<b>Prepared by:</b> Matthew York, Director of Public Works and Utilities	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 9.B.4
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of a Contract with KLJ Engineering for Construction Management for the Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay		
<b>Presented by:</b> Matthew York, Director of Public Works and Utilities	<b>Action Requested:</b> Motion to Approve the Contract with KLJ Engineering for Construction Management for the Fairmont Municipal Airport Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay in the amount of \$133,012.91		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

### REFERENCE AND BACKGROUND

KLJ Engineering has worked with the City of Fairmont for a number of years as our consulting engineer at the Airport facility. A major project for this year is the Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay, herein referred to as the Taxiway Lighting Project.

The Taxiway Lighting Project in its entirety is a 95% Federal/2.5% State/2.5% Fairmont cost share. The Construction Cost of this project is \$929,000, of which the Entitlement Grants and Supplemental Grants on the agenda will cover those costs at 95/2.5/2.5 splits.

The federal work shall be performed and constructed under two (2) separate Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants to the City of Fairmont, one (1) Entitlement Grant (-025-2025) and one (1) Supplemental Grant (-024-2025).

The project work description is as follows:

- Taxiway Lighting & Sign Replacement (Supplemental Grant -024-2025)
  - o Removal of Existing Taxiway Lighting and Sign System
  - o Installation of New Taxiway Edge Lights, Lighted Signs, Cables, Conduits, and Associated Items
  - o Installation of New Taxiway Regulator, Radio Controller, and Associated Items in Existing Electrical Room
- Removal of Non-Standard Hold Bay on Runway 31 End (Entitlement Grant -025-2025)

Detailed Scope of Services to be completed includes the following:

- Task 3 – Construction Administration and Observation Services (Entitlement Grant -025-2025)
- Task 14A – FAA Project Closeout Report Services (Supplemental Grant -024-2025)
- Task 14B – FAA Project Closeout Report Services (Entitlement Grant -025-2025)

FAA's standard is cost plus fixed fee for most construction projects, unless alternative delivery is approved. We write the scope of work to meet FAA requirements that are within your grant assurances then send the scope of work to FAA and MnDOT for review/comments/approval. Then we base the fee on completing the FAA approved scope of work. If over \$100k an independent fee estimate is required to ensure our fee is in line with what a consultant in the same industry would charge for the same scope of work, of which we did and have to submit to the FAA as part of the grant process.

Construction Administration, Construction Observation, Construction Staking, and Materials Testing is all included in the scope of work for this project.

In total, the Construction Management is \$133,012.91 at the 95/2.5/2.5 split, the City is responsible for \$3,325.32

#### **BUDGET IMPACT**

Within budgetary appropriations in the 2025 CIP Budget

#### **SUPPORTING DATA/ATTACHMENTS**

KLJ Contract



# Letter of Transmittal

<b>Date:</b>	April 18, 2025
<b>To:</b>	Matthew York City of Fairmont 100 Downtown Plaza Fairmont, MN 56031
<b>Copy To:</b>	Lee Steinkamp, FRM
<b>From:</b>	Jake Braunagel, PE
<b>Re:</b>	Fairmont Municipal Airport Taxiway Lighting & Signs Replacement and Removal of Non-Standard Hold Bay
<b>Project #:</b>	2505-00248

## We Are Sending You:

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

**Shipped via:** Email

Copies (#)	Description
1	Task Order

## Remarks

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

If you have any questions, please contact me at 701-290-9218 or [jake.braunagel@kljeng.com](mailto:jake.braunagel@kljeng.com).

## Task Order

---

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

### 1. Background Data

- a. Effective Date of Task Order: April 28, 2025
- b. Owner: City of Fairmont
- c. Engineer: KLJ Engineering LLC (KLJ)
- d. Specific Project (title): Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay – Construction Phase
- e. Specific Project (description): The project consists of the removal of the existing taxiway edge light & signage system and replacement with a new system. Project also includes the replacement of the existing taxiway lighting circuit regulator and the lighting system radio controller. Removal of a non-standard hold bay on Runway 31 End will be completed prior to installation of the new taxiway lighting & signage system. The work is to be completed at the Fairmont Municipal Airport. The Engineering services for the construction phase of the project generally consist of Construction Administration & Observation, Materials Testing Services, Construction Staking Services, and Closeout Services for two (2) separate FAA grants.

### 2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are as described in Attachment A – Detailed Scope of Services.

### 3. Additional Services

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

- A. None.

### 4. Owner's Responsibilities

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



## 5. Task Order Schedule

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

## 6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Task 3 – Construction Administration & Observation, Materials Testing, and Construction Staking Services	\$122,020.50	Cost plus Fixed Fee
2. Task 14A – FAA Project Closeout Report Services (Supplemental Grant -024-2025)	\$7,953.20	Lump Sum
3. Task 14B – FAA Project Closeout Report Services (Entitlement Grant -025-2025)	\$3,039.21	Lump Sum
4. Additional Services	N/A	Direct Labor Costs Times a Factor
<b>TOTAL COMPENSATION</b>	<b>\$133,012.91</b>	

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

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

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

A. American Engineering Testing (AET)

## 8. Other Modifications to Agreement and Exhibits:

A. None.

## 9. Attachments:

A. Attachment A – Detailed Scope of Services

B. Attachment B – Hourly Rate and Cost Breakdown

C. Attachment C – Federal Contract Provisions

## 10. Other Documents Incorporated by Reference:

A. None.

## 11. Terms and Conditions

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

The Effective Date of this Task Order is April 28, 2025.

OWNER: City of Fairmont

ENGINEER: KLJ Engineering LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Ben Dzioba

Title: \_\_\_\_\_

Title: Vice President, Construction

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

State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matthew York

Name: Jake Braunagel, PE, CM

Title: Director of Public Works/Utilities

Title: Project Manager

Address: 100 Downtown Plaza  
Fairmont, MN 56031

Address: 5110 East 57<sup>th</sup> Street  
Sioux Falls, SD 57108

E-Mail  
Address: myork@fairmont.org

E-Mail  
Address: jake.braunagel@kljeng.com

Phone: 507-238-3942

Phone: 605-444-1870



Attachment A  
Detailed Scope of Services  
Fairmont Municipal Airport, Fairmont, Minnesota  
AIP Project #3-27-0029-024-2025 and #3-27-0029-025-2025  
KLJ #2505-00248

## Project Description

The work is to occur at Fairmont Municipal Airport in Fairmont, Minnesota, under the terms and conditions of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition (Agreement) and this Task Order (Task Order #2505-00248-1) between the City of Fairmont (Owner) and KLJ Engineering LLC (Engineer).

The federal work shall be performed and constructed under two (2) separate Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants to the City of Fairmont, one (1) Entitlement Grant (-025-2025) and one (1) Supplemental Grant (-024-2025).

The project work description is as follows:

- Taxiway Lighting & Sign Replacement (Supplemental Grant -024-2025)
  - Removal of Existing Taxiway Lighting and Sign System
  - Installation of New Taxiway Edge Lights, Lighted Signs, Cables, Conduits, and Associated Items
  - Installation of New Taxiway Regulator, Radio Controller, and Associated Items in Existing Electrical Room
- Removal of Non-Standard Hold Bay on Runway 31 End (Entitlement Grant -025-2025)

Detailed Scope of Services to be completed includes the following:

- Task 3 – Construction Administration and Observation Services (Entitlement Grant -025-2025)
- Task 14A – FAA Project Closeout Report Services (Supplemental Grant -024-2025)
- Task 14B – FAA Project Closeout Report Services (Entitlement Grant -025-2025)

Design and Bidding Services were completed as part of a prior Task Order and not included in this Detailed Scope of Services.

Although the Engineer shall perform construction administration and observation on this project, the Contractor is responsible for the means and methods of construction. The Engineer has no control over the Contractor's work product.

The Engineer shall perform the work under this Task Order with FAA Advisory Circulars and regulations that are current as of the effective date of the Task Order. Changes to the FAA Advisory Circulars and regulations after the date of this Task Order shall be addressed per Article 6.01.E of the Agreement.

## Project Schedule

Construction is anticipated to begin on or before September 1, 2025 and be completed by October 20, 2025 (approximately 2 months). The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee are based on FAA funding for the project being approved for construction in 2025. If funding does not become available for 2025 construction, timelines may be revised accordingly. Overall project duration is anticipated to be 9 months.

## Project Administration (Entitlement Grant -025-2025)

**Project Scoping Meeting with Owner.** The Engineer shall attend a meeting to discuss project scoping and airport capital improvements plan with the Owner via teleconference (1 meeting). It is estimated that up to 1.5 hours will be needed for meeting preparation, meeting attendance, and meeting minutes per staff member. The following staff are anticipated to attend:

- Project Manager (Sr. Project Manager)

**Prepare Project Detailed Scope of Services and Schedule.** The Engineer shall prepare a Detailed Scope of Services and preliminary schedule based on the information obtained during the Owner scoping meeting. Engineer shall submit the Detailed Scope of Services and schedule to the Owner, FAA, and State for review and make applicable modifications as agreed upon.

**Project Detailed Scope of Services Review.** The Engineer shall present the final Detailed Scope of Services for review and approval. The Engineer shall work with the Owner, FAA, and State to refine the Detailed Scope of Services. The Engineer anticipates one (1) edit based on the Owner's comments and one (1) edit based on FAA and State comments.

**Engineering Detailed Scope of Services and Hour Negotiations.** Upon Detailed Scope of Services approval from the Owner, FAA, and State, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

**Task Order for Professional Services.** The Engineer shall compile the Task Order, complete an internal review, and execution of the Task Order for approval by the Owner.

**Independent Fee Document Preparation.** The Engineer shall prepare the appropriate documents for the independent fee review based on the completed fee negotiations.

## **Project Management (Entitlement Grant -025-2025)**

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

Project management is anticipated to last for 9 months based on the following:

- Begin 2 months before the start of construction (July 2025 through August 2025).
- Run for 2 months during construction of the project (September 2025 through October 2025).
- Run for 2 months between Substantial Completion and Final Acceptance (November 2025 through December 2025).
- Run 3 months through the FAA closeout (January 2026 through March 2026).

**Project Budget Setup.** The Project Manager shall coordinate with the internal accounting staff to establish the internal budgets.

**Monthly Budget Review.** The Project Manager and internal accounting staff to review budgets and budget projections monthly and coordinate any known issues with the Owner. This project is anticipated to have a 9-month duration.

**Monthly Invoicing.** The Project Manager and internal accounting staff shall prepare billings of project accounting. This project is anticipated to have a 9-month duration.

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

**Monthly Status Reports.** The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered, and action requirements by the Owner. This project is anticipated to have a 9-month duration.

**DBE Reporting.** The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) annual reporting forms as applicable to the project. This project is anticipated to have a 9-month duration.

## FAA Grant Administration/Assistance (Entitlement Grant -025-2025)

**FAA Grant Pre-Application.** Not included in this detailed scope of services as this task has already been completed under a prior Task Order.

**Prepare and Submit FAA Grant Application.** The Engineer shall prepare and submit the FAA grant Application for Federal Assistance and State Funding Application for the construction portion of the project for two (2) grants, the AIP Entitlement (-025-2025) and Supplemental (-024-2025) grants.

**FAA Grant Coordination/Reimbursement Processing.** The Engineer shall assist the Owner in preparation and coordination of the appropriate documentation required for the Owner to receive reimbursement for project eligible costs through two (2) separate grants, the AIP Entitlement (-025-2025) and Supplemental (-024-2025) grants.

**FAA Quarterly Reports.** The Engineer shall prepare and submit the FAA quarterly grant reports for two (2) separate grants, the AIP Entitlement (-025-2025) and AIP Supplemental (-024-2025) grants. This project is anticipated to have a 9-month duration. A total of three (3) FAA quarterly grant reports are anticipated for each grant.

**FAA Grant Closeout.** The FAA grant closeout tasks are included in a subsequent portion of this Detailed Scope of Services for the AIP Entitlement (-025-2025) and Supplemental (-024-2025) grants.

## Subconsultant Coordination (Entitlement Grant -025-2025)

The Engineer anticipates one (1) subconsultant to assist with different elements of this project.

- Material Testing – American Engineering Testing, Inc. (AET)

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

**Subconsultant Coordination.** The Engineer shall coordinate the applicable subconsultant tasks to support the agreed Detailed Scope of Services and the Engineer's Task Order with the Owner.

- Material Testing
  - It is anticipated that the Project Manager shall coordinate testing activities and questions with a material testing firm during construction activities. This coordination is anticipated to be four (4) hours for this project.

## Construction Administration (Entitlement Grant -025-2025)

~~**Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost).**~~ Not included in this Detailed Scope of Services.

**Prepare and Conduct Pre-Construction Meeting.** Conduct a pre-construction meeting at the Airport. The Engineer shall prepare the pre-construction meeting agenda, conduct the pre-construction meeting, and site visit at the Airport. The detailed discussion of the project to include:

- Roles and responsibilities
- Contractor's representatives
- Schedules
- Safety
- Testing requirements
- Resident Project Representative's role
- Labor requirements
- DBE and Civil Rights
- Environmental and materials storage
- Plans and Specifications

- Materials certification requirements
- Shop drawing requirements
- Subcontractor(s)

It is estimated that up to eight (8) hours will be needed for meeting preparation, meeting attendance, and meeting minutes per staff member. The following staff are anticipated to attend:

- Project Manager (Sr. Project Manager)
- Resident Project Representative (Engineer in Training I)
- Material Testing Firm Representative (included in subconsultant scope)

**Shop Drawing/Certification Review.** Review Contractor shop drawings and certifications for compliance with the project plans and specifications. Issue the appropriate response to the Contractor.

- Estimate based on up to 3 reviews of 17 submittals for the civil and electrical engineering items (average of 0.5 hours each for review, response, and filing in project records) total for the project
  - P-610 = 1 submittal
  - P-620 = 1 submittal
  - T-901 = 1 submittal
  - T-908 = 1 submittal
  - L-108 = 2 submittals
  - L-110 = 3 submittals
  - L-115 = 2 submittals
  - L-125 = 4 submittals
  - Electrical Plan Notes – Constant Current Regulator = 1 submittal
  - Electrical Plan Notes – Radion Controller = 1 submittal

**Review Contractor Requests for Information (RFI) and Responses.** Review Contractor requests for information. Coordinate with Owner staff as applicable and issue the written response to the Contractor.

- Estimate based on responses to up to two (2) RFIs (average of 2 hours each for review, response, and filing in project records) total for the project.

**Prepare Change Orders.** The Engineer shall prepare change orders for modifications to the Contractors work, payment, or schedule as the issue arise during the construction phase.

- Estimate based on up to two (2) change orders total for the project with each change order taking approximately two (2) hours to prepare and coordinate signatures.

**Prepare Periodical Estimates.** The Engineer shall prepare periodical pay estimates based on the Contractor's completed and accepted work on the project at a frequency agreed upon by the Owner and the Contractor.

- Estimate based on up to three (3) pay estimates total for the project with each pay estimate taking approximately two (2) hours to prepare and coordinate signatures.

**Project Records and Payrolls.** Maintain a record of all the project documents and correspondence. Conduct a review of the Contractor and subcontractor payrolls for conformance with the project wage rates and regulations.

- Estimate based on 2 months of payroll records averaging 4 hours per month.

**Weekly Construction Progress Meetings.** The Engineer shall coordinate progress meetings on a schedule agreed upon by the Owner and the Contractor. The Engineer shall prepare the progress meeting agendas, conduct the meetings, and issue meeting minutes to the appropriate parties. The Engineer shall coordinate with the Owner on user attendees at the meeting based on the progress of the work. Also, the Engineer shall submit weekly FAA construction status reports to the Owner and Contractor.

- Overall construction duration is anticipated to be two (2) months with approximately eight (8) weekly meetings.
- It is anticipated that the following engineering staff members shall attend the weekly construction meetings:
  - Project Manager (Sr. Project Manager) (teleconference for 50% of the meetings)
  - Resident Project Representative (Engineer in Training I) (already on-site and time included in other tasks)
  - Material Testing Firm Representative (included in subconsultant scope)

Meeting preparation and meeting minutes are estimated at 0.5 hours each. Travel time is estimated at four (4) hours round trip and the meeting is anticipated to last for one (1) hour. The site visit is anticipated to last for one (1) hour.

**Conduct Substantial/Punch List Inspection of Project.** The Engineer shall coordinate with the Owner and the Contractor to conduct a pre-final inspection with the parties and prepare the final inspection punch list. The Engineer shall verify that punch list items have been completed and recommend to the Owner acceptance of the work. Review O&M Manuals and any required training materials for completeness. The following engineering staff members are anticipated to attend this inspection:

- Project Manager (Sr. Project Manager)
- Resident Project Representative (Engineer in Training I) (already on-site and time included in other tasks)

Meeting preparation and meeting minutes are estimated at 0.5 hours each. Travel time is estimated at 4 hours round trip and the meeting is anticipated to last for 1 hour. The site visit is anticipated to last for 2 hours.

**Conduct Final Inspection of Project.** The Engineer shall coordinate with the Owner, State, and Contractor to conduct a final inspection meeting at the Airport. The Engineer shall follow-up on any new deficiencies that are identified or punch list items that have not been satisfactorily corrected. The following engineering staff members are anticipated to attend this inspection:

- Project Manager (Sr. Project Manager)
- Resident Project Representative (Engineer in Training I)

Meeting preparation and meeting minutes are estimated at 0.5 hours each. Travel time is estimated at 4 hours round trip and the meeting is anticipated to last for 1 hour. The site visit is anticipated to last for 2 hours.

~~Analyzing Grades per FAA Requirement.~~ Not included in this Detailed Scope of Services.

**Quality Acceptance Construction Materials Testing.** The Engineer, through a subconsultant, shall perform all required quality acceptance testing of construction materials identified as being the responsibility of the Owner or Engineer within the project specifications. Efforts for this subconsultant coordination are included in the Subconsultant Coordination section of the Detailed Scope of Services.

~~P 304 CTB, P 401, P 403, P 501 QA Analysis Forms.~~ Not included in this Detailed Scope of Services.

~~Tribal Monitoring Coordination.~~ Not included in this Detailed Scope of Services.

**Periodic Owner Meetings.** It is anticipated that the Engineer shall attend one (1) periodic Owner meeting at the Airport and one (1) periodic Owner meeting via teleconference to coordinate any issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meetings:

- Project Manager (Sr. Project Manager)
  - It is estimated that up to 6 hours per meeting at the Airport will be needed for meeting preparation, travel, meeting attendance in Fairmont, and meeting minutes.
  - It is estimated that up to 2 hours per meeting via teleconference will be needed for meeting preparation, meeting attendance via teleconference, and meeting minutes.

**Periodic Agency Meetings.** It is anticipated that the Engineer shall attend one (1) periodic agency meeting to coordinate construction activities and issues with the Owner and agencies via teleconference. It is estimated that up to two (2) hours will be needed for meeting preparation, meeting attendance, and meeting minutes. It is anticipated the following staff members shall attend the periodic agency meetings:

- Project Manager (Sr. Project Manager)

~~FAA Flight Check Coordination.~~ Not included in this Detailed Scope of Services.

~~Aeronautical Survey Services.~~ Not included in this Detailed Scope of Services.

## Construction Observation (Entitlement Grant -025-2025)

**Construction Surveying - General.** A Professional Land Surveyor shall utilize an estimated six (6) hours to coordinate and supervise survey crews, prepare survey data, and prepare reports in support of this project.

**Construction Surveying - Establish Project Control.** The Engineer shall provide control points and alignment data as required by the project specifications. It is estimated that one (1) round trip at eight (8) hours per trip shall be required by the survey crew (2-person crew).

**Construction Staking – Grading Limits and Pavement Removals.** The Engineer shall provide construction staking activities as required by the project specifications. It is estimated that one (1) round trip at eight (8) hours per trip shall be required by the survey crew (2-person crew).

**Construction Staking - Lights and Signs.** The Engineer shall provide construction staking activities as required by the project specifications. It is estimated that three (3) round trips at eight (8) hours per trip shall be required by the survey crew (2-person crew).

**Construction Staking - Other.** The Engineer shall provide construction staking activities as required by the project specifications. It is estimated that one (1) round trip at eight (8) hours per trip shall be required by the survey crew (2-person crew).

**Observation - Full Time.** The Engineer shall provide full time construction observation for this project. It is estimated at this time that 50 calendar days (36 working days) be allowed for the project. If the actual construction time exceeds that estimate, additional construction observation time shall be required, and the Engineer's fee shall be equitably adjusted.

- Construction time to complete the lighting and associated items is estimated at 36 working days. During construction operations, the Engineer estimates that the Resident Project Representative shall be on-site for an estimated 36 working days at 9 hours per day. Travel time was estimated at 8 round trips at 4 hours per trip for the Resident Project Representative.

~~**Archaeological Observation - Periodic.**~~ Not included in this Detailed Scope of Services.

## FAA Project Closeout Report (Supplemental Grant -024-2025)

**Prepare Final Payment.** Assist Owner in preparation of final payment request and coordination with MnDOT for final grant payment and required acceptance forms for the AIP Supplemental grant.

**Prepare DBE Summary Report.** Prepare required FAA documentation regarding DBE participation on the project based on data obtained from the Contractor for the AIP Supplemental grant.

**Prepare Executive Summary.** The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

**Prepare Quantity Revision Summary.** Perform a review of project costs and explanations of cost variations from plan for the AIP Supplemental grant.

**Prepare ALP Update.** An ALP Update is at the airport is currently in process. Therefore, no effort has been included in this Detailed Scope of Services.

**Exhibit A Update.** Preparation of an Exhibit A Update has not been included in the Detailed Scope of Services.

**Prepare Record Drawings.**

- Prepare record drawings and provide one (1) bound hard copy set to the Owner and one (1) electronic set (PDF format) to the Owner, State, and FAA.
- The plan set has approximately 60 plan sheets. Estimate is based on 0.5 hours per plan sheet.



- Deliver one (1) set of Operation and Maintenance (O&M) Manuals as provided by the Contractor.

**Prepare Closeout Report Document.**

- Prepare summaries of all test results on materials installed as required and final testing report for the AIP Supplemental grant.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy (PDF format) to the Owner, FAA, and State for the AIP Supplemental grant.

## FAA Project Closeout Report (Entitlement Grant -025-2025)

**Prepare Final Payment.** Assist Owner in preparation of final payment request and coordination with MnDOT for final grant payment and required acceptance forms for the AIP Entitlement grant.

**Prepare DBE Summary Report.** Included in Supplemental Grant -024-2025 Closeout Report task.

**Prepare Executive Summary.** The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

**Prepare Quantity Revision Summary.** Included in Supplemental Grant -024-2025 Closeout Report task.

**Prepare ALP Update.** An ALP Update is at the airport is currently in process. Therefore, no effort has been included in this Detailed Scope of Services.

**Exhibit A Update.** Preparation of an Exhibit A Update has not been included in the Detailed Scope of Services.

**Prepare Record Drawings.** Included in Supplemental Grant -024-2025 Closeout Report task.

**Prepare Closeout Report Document.**

- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy (PDF format) to the Owner, FAA, and State for the AIP Entitlement grant.

## Owner's Responsibilities

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

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

**Historical Information.** The Owner shall furnish the Engineer one copy of As-Built drawings, maps, records, surveys, reports, preliminary designs, etc. that are pertinent to the project.

**Agreement Between Owner and Contractor.** The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.

**Disadvantaged Business Enterprise (DBE) Plan.** The Owner has an approved DBE Plan and shall make determinations on accomplishments and participation.

**Attachment B**  
Fairmont Municipal Airport  
Fairmont, Minnesota  
KLJ #2505-00248, AIP #3-27-0029-024-2025 and #3-27-0029-025-2025  
**Hourly Rate and Cost Breakdown**



**PHASE: Construction Administration/Construction Observation (Entitlement Grant -025-2025)**

**PROJECT: Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay**

KLJ Title	Sr. Project Manager	Engineer in Training I	Engineer	Project Controls Specialist I	Professional Land Surveyor	2 Person Survey Crew	Contract Administrator (PA III)	Project Assistant I	Senior Engineer						Task Direct Labor Cost
<b>Project Administration</b>															
Project Scoping Meeting with Owner															
Meeting Preparation	0.5														\$ 37.50
Participate in Meeting (including travel)	0.5														\$ 37.50
Prepare and File Meeting Minutes	0.5														\$ 37.50
Prepare Project Detailed Scope of Services and Schedule	1		2		0.5				0.5						\$ 262.50
Project Detailed Scope of Services Review	1														\$ 75.00
Engineering Detailed Scope of Services and Hour Negotiations	1		2												\$ 205.00
Task Order for Professional Services	1		0.5					0.5							\$ 128.50
Independent Fee Document Preparation	1														\$ 75.00
															\$ -
<b>Subtotal</b>															<b>\$ 858.50</b>
<b>Project Management</b>															
Overall Project Management	18														\$ 1,350.00
Project Budget Setup	1			2											\$ 139.00
Monthly Budget Review	4.5			4.5											\$ 481.50
Monthly Invoicing	4.5							4.5							\$ 454.50
Develop Quality Control Plan	1														\$ 75.00
Monthly Status Reports	4.5							4.5							\$ 454.50
DBE Reporting				9											\$ 288.00
															\$ -
<b>Subtotal</b>															<b>\$ 3,242.50</b>
<b>FAA Grant Administration / Assistance</b>															
FAA Grant Pre-Application															\$ -
Prepare and Submit FAA Grant Application	4	8													\$ 580.00
FAA Grant Coordination/Reimbursement Processing	4														\$ 300.00
FAA Quarterly Reports	3							3							\$ 303.00
FAA Grant Closeout															\$ -
															\$ -
<b>Subtotal</b>															<b>\$ 1,183.00</b>
<b>Subconsultant Coordination</b>															
Prepare and Coordinate Subconsultant Agreements	1		2				0.5								\$ 226.00
Subconsultant Coordination															\$ 300.00
Material Testing	4														\$ -
															\$ -
<b>Subtotal</b>															<b>\$ 526.00</b>
<b>Construction Administration</b>															
Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost)															\$ -
Prepare and Conduct Pre-Construction Meeting															
Meeting Preparation	1	1													\$ 110.00
Participate in Meeting (including travel)	6	6													\$ 660.00
Prepare and File Meeting Minutes	1	1													\$ 110.00
Shop Drawing/Certification Review	10	10							5.5						\$ 1,457.50
Review Contractor Requests for Information (RFI) and Responses	2								2						\$ 280.00
Prepare Change Orders	2			1					1						\$ 247.00
Prepare Periodical Estimates	3	1.5		1.5											\$ 325.50
Project Records and Payrolls	1			7											\$ 299.00
Weekly Construction Progress Meetings															
Meeting Preparation	4														\$ 300.00
Participate in Meeting (including travel)	28														\$ 2,100.00
Prepare and File Meeting Minutes	4														\$ 300.00
Conduct Substantial/Punch List Inspection of Project															
Meeting Preparation	0.5														\$ 37.50
Participate in Meeting (including travel)	7														\$ 525.00
Prepare and File Meeting Minutes	0.5														\$ 37.50
Conduct Final Inspection of Project															
Meeting Preparation	0.5	0.5													\$ 55.00
Participate in Meeting (including travel)	7	7													\$ 770.00

Attachment B  
Fairmont Municipal Airport  
Fairmont, Minnesota  
KLJ #2505-00248, AIP #3-27-0029-024-2025 and #3-27-0029-025-2025  
Hourly Rate and Cost Breakdown



PHASE: Construction Administration/Construction Observation (Entitlement Grant -025-2025)  
PROJECT: Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay

KLJ Title	Sr. Project Manager	Engineer in Training I	Engineer	Project Controls Specialist I	Professional Land Surveyor	2 Person Survey Crew	Contract Administrator (PA III)	Project Assistant I	Senior Engineer						Task Direct Labor Cost
Prepare and File Meeting Minutes	0.5	0.5													\$ 55.00
Analyzing Grades per FAA Requirement															\$ -
Quality Acceptance Construction Materials Testing (Subconsultant Task)															
P-304 CTB, P-401, P-403, P-501 QA Analysis Forms															\$ -
Tribal Monitoring Coordination															\$ -
Periodic Owner Meetings															
Meeting Preparation	1														\$ 75.00
Participate in Meeting (including travel)	6														\$ 450.00
Prepare and File Meeting Minutes	1														\$ 75.00
Periodic Agency Meetings															
Meeting Preparation	0.5														\$ 37.50
Participate in Meeting (including travel)	1														\$ 75.00
Prepare and File Meeting Minutes	0.5														\$ 37.50
FAA Flight Check Coordination															\$ -
Aeronautical Survey Services															\$ -
															\$ -
Subtotal															\$ 8,419.00
Construction Observation															
Construction Surveying - General					6										\$ 300.00
Construction Surveying - Establish Project Control						8									\$ 600.00
Construction Staking - Grading Limits and Pavement Removals						8									\$ 600.00
Construction Staking - Lights and Signs						24									\$ 1,800.00
Construction Staking - Other						8									\$ 600.00
Observation - Full Time		356													\$ 12,460.00
Archaeological Observation - Periodic															\$ -
															\$ -
Subtotal															\$ 16,360.00
Total Hours	144	391.5	6.5	25	6.5	48	1	12	9	0	0	0	0	0	
Hourly Rate	\$75.00	\$35.00	\$65.00	\$32.00	\$50.00	\$75.00	\$42.00	\$26.00	\$65.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	30,589.00
Indirect Labor Total (1.9637 Overhead Rate)	\$	60,067.62
Direct and Indirect Labor Total	\$	90,656.62
Fixed Fee (15%)	\$	13,598.49
Cost of Facilities (0.66%)	\$	201.89
Subtotal	\$	104,457.00

Expenses					
Air Charter	\$ -	per trip @	0	trips	
Per Diem	\$ 175.00	per day @	36	days	\$ 6,300.00
Vehicle Usage	\$ 20.00	per day @	0	days	
Materials and Supplies					
Subconsultants	Material Testing - AET				\$ 10,863.50
Other Expenses	NPDES/SDS Construction Stormwater General Permit				\$ 400.00

Expenses Total \$ 17,563.50

Construction Administration/Construction Observation (Entitlement Grant -025-2025) Total Cost \$ 122,020.50

**Attachment B**  
Fairmont Municipal Airport  
Fairmont, Minnesota  
KLJ #2505-00248, AIP #3-27-0029-024-2025 and #3-27-0029-025-2025  
**Hourly Rate and Cost Breakdown**



**PHASE:** FAA Project Closeout Report (Supplemental Grant -024-2025)  
**PROJECT:** Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay

KLJ Title	Sr. Project Manager	Engineer in Training I	Project Controls Specialist I											Task Direct Labor Cost
FAA Project Closeout Report														
Prepare Final Payment	2		2											\$ 214.00
Prepare DBE Summary Report		1	1											\$ 67.00
Prepare Executive Summary	1	2												\$ 145.00
Prepare Quantity Revision Summary	1	2												\$ 145.00
Prepare ALP Update														\$ -
Exhibit A Update														\$ -
Prepare Record Drawings		30												\$ 1,050.00
Prepare Closeout Report Document	4	8	4											\$ 708.00
														\$ -
<b>Subtotal</b>														<b>\$ 2,329.00</b>
Total Hours	8	43	7	0	0	0	0	0	0	0	0	0	0	
Hourly Rate	\$75.00	\$35.00	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$ 2,329.00
Indirect Labor Total (1.9637 Overhead Rate)	\$ 4,573.46
Direct and Indirect Labor Total	\$ 6,902.46
Fixed Fee (15%)	\$ 1,035.37
Cost of Facilities (0.66%)	\$ 15.37

Subtotal \$ 7,953.20

Expenses				
Air Charter		per trip @		trips
Per Diem	\$ 175.00	per day @		days
Materials and Supplies				
Other Expenses				

Expenses Total \$ -

**FAA Project Closeout Report (Supplemental Grant -024-2025) Total Cost \$ 7,953.20**



PHASE: **FAA Project Closeout Report (Entitlement Grant -025-2025)**

PROJECT: **Taxiway Lighting & Sign Replacement and Removal of Non-Standard Hold Bay**

KLJ Title	Sr. Project Manager	Engineer in Training I	Project Controls Specialist I												Task Direct Labor Cost
FAA Project Closeout Report															
Prepare Final Payment	2		2												\$ 214.00
Prepare DBE Summary Report															\$ -
Prepare Executive Summary	1	2													\$ 145.00
Prepare Quantity Revision Summary															\$ -
Prepare ALP Update															\$ -
Exhibit A Update															\$ -
Prepare Record Drawings															\$ -
Prepare Closeout Report Document	3	6	3												\$ 531.00
Subtotal															\$ 890.00
Total Hours	6	8	5	0	0	0	0	0	0	0	0	0	0	0	
Hourly Rate	\$75.00	\$35.00	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total \$ 890.00  
Indirect Labor Total (1.9637 Overhead Rate) \$ 1,747.69  
Direct and Indirect Labor Total \$ 2,637.69  
Fixed Fee (15%) \$ 395.65  
Cost of Facilities (0.66%) \$ 5.87

Subtotal \$ 3,039.21

Expenses				
Air Charter		per trip @		trips
Per Diem	\$ 175.00	per day @		days
Materials and Supplies				
Other Expenses				

Expenses Total \$ -

FAA Project Closeout Report (Entitlement Grant -025-2025) Total Cost \$ 3,039.21

Total Cost - Construction Administration / Construction Observation, FAA Project Closeout Report \$ 133,012.91

## **Federal Contract Provisions**

### **A1 ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

#### **ACCESS TO RECORDS AND REPORTS**

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

### **A2 CIVIL RIGHTS - GENERAL**

49 USC § 47123

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

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

### **A3 CIVIL RIGHTS – TITLE VI ASSURANCE**

49 USC § 47123

FAA Order 1400.11

#### **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable



steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### **A4 CLEAN AIR AND WATER POLLUTION CONTROL**

2 CFR § 200, Appendix II(G)

##### **CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

#### **A5 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

##### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

###### **1. Overtime Requirements.**

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### 3. Withholding for Unpaid Wages and Liquidated Damages.

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

### 4. Subcontractors.

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

## **A6 DEBARMENT AND SUSPENSION**

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

### **CERTIFICATION OF CONSULTANT REGARDING DEBARMENT**

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

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

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

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

## **A7 DISADVANTAGED BUSINESS ENTERPRISE**

49 CFR Part 26

### **DISADVANTAGED BUSINESS ENTERPRISES**

#### **Contract Assurance (49 CFR § 26.13) –**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

#### **Prompt Payment (49 CFR § 26.29) –**

The consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days, not to exceed 30 days from the receipt of each payment the consultant receives from City of Fairmont. The consultant agrees further to return retainage payments to each subcontractor within 10 days, not to exceed 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Fairmont. This clause applies to both DBE and non-DBE subcontractors.

#### **Termination of DBE Subcontracts (49 CFR § 26.53(f)) –**

The consultant must not terminate a DBE subcontractor listed in response to the Request for Proposals (or an approved substitute DBE firm) without prior written consent of City of Fairmont. This includes, but is not limited to, instances in which the consultant seeks to perform work originally designated for

a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the consultant obtains written consent City of Fairmont. Unless City of Fairmont consent is provided, the consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Fairmont may provide such written consent only if City of Fairmont agrees, for reasons stated in the concurrence document, that the consultant has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Fairmont its request to terminate and/or substitute a DBE subcontractor, the consultant must give notice in writing to the DBE subcontractor, with a copy to City of Fairmont, of its intent to request to terminate and/or substitute, and the reason for the request.

The consultant must give the DBE five days to respond to the consultant's notice and advise City of Fairmont and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Fairmont should not approve the consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Fairmont may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

## **A8 DISTRACTED DRIVING**

Executive Order 13513

DOT Order 3902.10

### **TEXTING WHEN DRIVING**

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

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

## **A9 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

## **A10 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **EQUAL OPPORTUNITY CLAUSE**

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise

have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals

are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the



Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation

employment to minority and female youth both on the site and in other areas of a contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though

the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **A11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq

2 CFR § 200.430

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

## **A12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

### **CERTIFICATION REGARDING LOBBYING**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **A13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

#### **29 CFR Part 1910**

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

### **A14 TAX DELINQUENCY AND FELONY CONVICTIONS**

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

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

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

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

#### **Certifications**

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

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined

that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

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

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

## **A15 TERMINATION OF CONTRACT**

2 CFR Part 200, Appendix II(B)

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

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

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

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

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

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

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

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

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

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

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

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

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

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

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

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

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

## **A16 TRADE RESTRICTION CERTIFICATION**

49 USC § 50104

49 CFR Part 30

### **TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely



on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

## **A17 VETERAN'S PREFERENCE**

49 USC § 47112(c)

### **VETERAN'S PREFERENCE**

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

## **A18 DOMESTIC PREFERENCES FOR PROCUREMENTS**

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

## STAFF MEMO

<b>Prepared by:</b> Matthew York, Public Works and Utilities Director	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 9.B.5
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration to Approve Task Order #11A with Bolton and Menk for Construction Administration for the Gomsrud Park Project		
<b>Presented by:</b> Matthew York, Public Works and Utilities Director	<b>Action Requested:</b> Motion to Approve Task Order #11A with Bolton and Menk for Construction Administration for the Gomsrud Park Project in the Amount of \$65,672		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### **PREVIOUS COUNCIL ACTION**

2-10-25 – Approval of Contract with Ulland Brothers for Construction

### **REFERENCE AND BACKGROUND**

On February 10, 2025, the City Council approved a contract with Ulland Brothers for Construction of the Gomsrud Parking Lot.

As part of any construction project, the City has either in-house or contracted staff on-site during the project to ensure proper completion of the project, as well as documentation of all materials used within the project. This documentation ensures that the City only pays for materials used as a part of this project.

Due to the Lake Avenue Project, the Engineering Division of the Public Works Department does not have the bandwidth to complete the Construction Management on the Lake Avenue Project and the Gomsrud Parking Lot project while also preparing designs for the upcoming 2026 construction season.

After the tabling of the contract at the April 14<sup>th</sup> City Council Meeting, Bolton and Menk met again with Ulland and looked at ways to refine the contract scope and cost. The attached documents lay out the process moving forward.

Staff recommend that the City Council approve this contract with Bolton and Menk to provide Construction Administration Services for the Gomsrud Park Project.

### **BUDGET IMPACT**

Part of the total cost of the Gomsrud Park Project

### **SUPPORTING DATA/ATTACHMENTS**

Task Order #11A from Bolton and Menk  
 Memo from Bolton and Menk  
 Budget Builder from Bolton and Menk

**TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF FAIRMONT AND BOLTON & MENK, INC.  
GOMSRUD PARKING LOT RECONSTRUCTION – CONSTRUCTION SERVICES**

**TASK ORDER NO:** 011A

**CLIENT:** City of Fairmont

**CONSULTANT:** Bolton & Menk, Inc.

**DATE OF THIS TASK ORDER:** April 21, 2025

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

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

**1.0 Scope of Services:**

CONSULTANT shall perform the Services listed below or in the attached scope (Exhibit I and II). All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

**2.0 Fees:**

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows or as described in the attached Scope. Total cost of services provided by CONSULTANT for this Task Order will be billed on an hourly basis. It is estimated that fees for these services will be \$65,672.

**3.0 Schedule:**

Schedule for performance of Services will be as follows or as set forth in attached Exhibit I and II, such that all services will be completed by June 2026.

**4.0 Deliverables**

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

**5.0 Term**

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

## **6.0 Other Matters**

None

## **7.0 Project Managers**

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

### **CLIENT:**

Matthew York, Director of Public Works/Utilities  
100 Downtown Plaza  
Fairmont, MN56031  
Office Phone: 507-238-3942  
Email: [myork@fairmont.org](mailto:myork@fairmont.org)

### **CLIENT: CITY OF FAIRMONT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **BOLTON & MENK, INC.:**

Troy Nemmers, P.E.  
1501 South State Street, Suite 100  
Fairmont, MN 56031  
Office Phone: 507-238-4738  
Email: [troy.nemmers@bolton-menk.com](mailto:troy.nemmers@bolton-menk.com)

### **BOLTON & MENK, INC.**

By: \_\_\_\_\_

Printed Name: Travis Winter, PE

Title: Municipal Group Leader, Principal

Date: April 21, 2025

ATTACHMENTS TO THIS TASK ORDER: Exhibit I and Exhibit II

## **EXHIBIT I**

### **SCOPE OF SERVICES FOR TASK ORDER 11A CITY OF FAIRMONT AND BOLTON & MENK, INC. GOMSRUD PARKING LOT RECONSTRUCTION – CONSTRUCTION SERVICES**

The CONSULTANT agrees to provide civil engineering services required for the reconstruction of the boat ramp and main boat parking lot at Gomsrud Park. This project will include removals, grading, boat ramp installation, storm sewer installation, concrete sidewalk, curb and gutter, concrete paving and site landscaping and restoration as shown in the plans and herein referred to as the Project:

#### **I.A. CONTRACT ADMINISTRATION**

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

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

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

#### **I.B. CONSTRUCTION OBSERVATION**

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

#### **I.C. CONSTRUCTION STAKING**

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

#### **I.D. ADDITIONAL SERVICES**

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

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

## **EXHIBIT II - RPR**

### **RESIDENT PROJECT REPRESENTATIVE**

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

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

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

#### **A. GENERAL**

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

#### **B. DUTIES AND RESPONSIBILITIES OF RPR**

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

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



9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

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

**C. LIMITATIONS OF AUTHORITY**

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

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

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



Real People. Real Solutions.

## MEMORANDUM

Date: April 21, 2025

To: Matt York, Director of Public Works/Utilities

From: Troy Nemmers, PE, Senior Project Manager

Subject: Gomsrud Park – Parking Lot Reconstruction  
Task Order 11A - Construction Services  
Project No.: 0F1.130113

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### SUMMARY

Bolton & Menk is providing Task Order 11A for the construction services related to the Gomsrud Park – Parking Lot Reconstruction. The proposed task order is attached along with a breakdown of the estimated hours to monitor contractor progress and construction activities. The estimated fee associated with this is based on our understanding of the project and the anticipated timeline that the contractor is proposing to complete the work. The fee has been slightly reduced from the original task order to represent a defined construction window. As with most construction projects there are variables that can affect the timeline of the project and may result in additional fees. Contractor workload, weather conditions, existing site/soil conditions, owner-approved scope changes, or in this case, water elevations. In this task order we are anticipating part-time construction observation to be completed by a Resident Project Representative (RPR) at 16 hours per week over an estimated main construction window of 12 weeks. Construction administration and construction staking are based on this construction window as well as the time needed to process a construction project of this scope. The final completion of this project, including restoration, will occur in the Spring of 2026.

The task order references that billing for this project will be done on an hourly basis which is common for construction. We only bill for hours worked on the project. If city staff can assist with additional construction observation, that may reduce the hours that we are needed on the project. We work with city staff on each project to manage time effectively while providing the necessary project oversight to ensure the contractor is meeting the intent of the plans and specifications. Lastly, we included fees for a subcontractor to assist with the construction services. SGA Consultants has been involved in this project since the original concept development and we will look to include them in the construction process as well. Please review the attached task order and estimated hourly breakdown and let me know if there are questions.

# Gomsrud Parking Lot Reconstruction

## Tasks

Construction Observation			
	Position	Hours	Billing Rate
	Engineering Technician	216	\$120.
	Senior Project Manager	20	\$220.
	Senior Project Engineer	36	\$173.

Totals		272	\$36,548.
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Contract Administration			
	Position	Hours	Billing Rate
	Senior Project Manager	48	\$220.
	Senior Project Engineer	12	\$173.
	Administrative Coordinator	24	\$120.

Totals		84	\$15,516.
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Construction Staking			
	Position	Hours	Billing Rate
	Survey Field Technician	30	\$180.
	Survey Group Leader	6	\$208.
	Survey Technician II	16	\$160.

Totals		52	\$9,208.
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## Summary

<b>Project Total</b>	408	<b>\$61,272</b>
<b>Sub Consultants</b>		<b>Fee</b>
<b>SGA Consulting</b>		<b>\$4,400</b>

## Modified Summary

<b>Adjusted Project Cost</b>	<b>\$65,672</b>
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## STAFF MEMO

<b>Prepared by:</b> Matthew York, Public Works and Utilities Director	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.B.6
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of a Master Agreement with Bolton & Menk for City Engineering Services		
<b>Presented by:</b> Matthew York, Public Works and Utilities Director	<b>Action Requested:</b> Motion to Approve a Master Agreement with Bolton & Menk for City Engineering Services		
<b>Vote Required:</b> <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

4-14-25 – Approval of Bolton and Menk as City Engineer

### REFERENCE AND BACKGROUND

On April 14, 2025, the City Council approved Bolton and Menk to be the City Engineer for the City of Fairmont.

The attached agreement from Bolton and Menk is a new “Master Agreement” for City Engineering Services. This agreement is similar to the Agreement from November 14, 2022 approved by the City Council for City Engineering Services, as well as the most recent City Council Approved Master Agreement from January 8, 2024.

This agreement denotes Troy Nemmers as City Engineer, as well as the rate of \$96.00/hour for the first 20 hours, which is their current price and also their price in the RFP. Also it states that there is no charge for attending City Council Meetings.

### BUDGET IMPACT

Budgeted Amount

### SUPPORTING DATA/ATTACHMENTS

Master Agreement

## **MASTER AGREEMENT FOR DESIGNATED CITY ENGINEER AND PROJECT TASK ORDERS**

### **GENERAL ENGINEERING SERVICES**

#### **CITY OF FAIRMONT, MN and BOLTON & MENK, INC.**

This Agreement made this 28<sup>th</sup> day of April, 2025, by and between City of Fairmont, 100 Downtown Plaza, Fairmont, MN 56031, ("CLIENT" or "City"), and BOLTON & MENK, INC., 1501 South State Street, Suite 100, Fairmont, MN 56031, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services for: 1) general municipal engineering matters, including designation of a licensed professional engineer for CLIENT'S City Engineer position, and 2) various project specific assignments or tasks; and whereas the CONSULTANT agrees to furnish the necessary professional services required and assigned as needed by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

#### **SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various professional general and project engineering services as hereinafter described.
- B. GENERAL AND DESIGNATED CITY ENGINEER SERVICES
  - 1. The CONSULTANT shall serve in the position as City Engineer under the direction of the Director of Public Works Director/Utilities and provide the following City Engineer Services:
    - a. The CONSULTANT agrees to assign an experienced licensed professional engineer from its staff to be the designated City Engineer and perform the required services and to provide such other staff as may be appropriate or necessary to complete requested services.
    - b. CONSULTANT and CITY hereby designate and appoint Troy G. Nemmers, P.E., as the designated City Engineer.
    - c. The term "City Engineer" as used herein shall refer to the designated City Engineer or the CONSULTANT staff performing requested services under the direct supervision of the designated City Engineer.
  - 2. The City Engineer shall attend City staff meetings as requested and shall assist CLIENT staff on engineering related issues.
  - 3. As requested by CLIENT staff, the City Engineer shall attend City Council meetings, and other meetings.
  - 4. The City Engineer shall advise and provide engineering services to CLIENT staff and Council for general engineering matters in which the City becomes involved.

5. Upon request by CLIENT staff, the City Engineer, or its qualified CONSULTANT staff designee, shall review building and site plans and other documents for conformance with CLIENT engineering standards. CONSULTANT is entitled to rely on accuracy of documents as furnished for review without independent verification or calculation. Such reviews are solely for the information and benefit of the CLIENT as a professional opinion limited to consideration of CLIENT's established review criteria. CONSULTANT's services shall not be construed as verification, approval or acceptance of any third-party design or documents. If additional review, beyond that described herein, is desired by CLIENT, such services will be performed as Additional Services.
6. The City Engineer shall provide professional and technical oversight, but not direct employee supervision, of CLIENT engineering staff relative to the CLIENT'S improvement program, including but not limited to assistance with preparation of improvement reports; review of and assistance with improvement plans and bidding documents; assistance with construction contract administration. CLIENT retains all employer and supervisory responsibilities over its employees affected by this paragraph and will coordinate communications and assigned duties between the CONSULTANT and CLIENT'S employees.
  - a. Nothing in paragraph I.B.6 is intended or should be construed in any manner as creating or establishing an employment or supervisory relationship between the CONSULTANT and CLIENT or any CLIENT employees for which the City Engineer may provide professional and technical oversight. CLIENT waives all claims against CONSULTANT arising from the performance or non-performance of CLIENT employees.
7. The City Engineer shall serve as City's official designated representative for administration of municipal state aid transportation funding and shall be authorized to perform such duties as may be normally required of the designated City Engineer by the office of Minnesota Department of Transportation State Aid. The City Engineer shall coordinate all activities with the Public Works Director and shall not be authorized to expend state aid funds without consultation with and authorization by the Public Works Director or the Public Works Director's staff designee.
8. Other specific assigned duties of City Engineer under this agreement.

C. PROJECT SPECIFIC SERVICES

1. Engineering and other professional services requested for specific project related studies, surveys, design, plan and specification preparation and construction administration may be authorized as "Project Specific Services" by separate Task Order or Addendum for each assignment and in connection with each proposed project (each referred to as "Project" or "project") associated with that Task Order or Addendum. A sample Task Order form is attached at the end of this Agreement.
2. Scope, schedule, and compensation for each Project Specific Services assignment shall be documented by a separate Task Order or Addendum and invoiced under a separate project or task number for each assignment. Upon acceptance of the Task Order or Addendum, the CONSULTANT agrees to perform the required services for the assignment.

3. Project Specific Services shall be compensated in accordance with Section III.A1 and as expressly set forth in the applicable Task Order or Addendum for such Services.

D. ADDITIONAL SERVICES

1. Upon mutual agreement of the parties, Additional Services may also be authorized as described in Paragraph IV.B. Additional Services as outlined in Section I.D and IV.B will vary depending upon project conditions and will be billed on an hourly basis at the Schedule of Fees rates described in Section III.A.2.

**SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use pursuant to this Agreement. Such information shall include, but is not limited to: boundary surveys, topographic surveys, utility information, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the project described in this Agreement.
- F. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in the appropriate Task Order.
- G. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.



### **SECTION III - COMPENSATION FOR SERVICES**

#### **A. FEES**

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees attached hereto. The CLIENT agrees to compensate the CONSULTANT at the rate of \$96.00 per hour for the first 20 hours of general engineering services performed each month by the designated engineer. The CONSULTANT shall attend City Council meetings as requested by CLIENT at no charge.
2. The CLIENT will compensate the CONSULTANT for hours in excess of those noted in item 1 in accordance with the Schedule of Fees attached hereto for the time spent by CONSULTANT's personnel in completion of the Project or Additional Services, unless otherwise explicitly described in the Task Order or Addendum for the specific assignment.
3. The attached Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1<sup>st</sup> of each subsequent year, upon written acceptance by CLIENT.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Additional Services as outlined in Section I.D and IV.B will vary depending upon project conditions and will be billed on an hourly basis at the Schedule of Fees rates described in Section III.A.1.
7. Expenses required to complete the agreed scope of services or identified in this paragraph III.A.6 will be invoiced separately, and include, but are not limited to: large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, except as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

#### **B. PAYMENTS AND RECORDS**

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.

2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement and/or any Task Order until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

#### **SECTION IV - GENERAL**

##### **A. STANDARD OF CARE**

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

##### **B. CHANGE IN PROJECT SCOPE**

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in this Agreement or any Task Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and the change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Task Order; or issuance of a new Task Order for the Additional Services.

##### **C. LIMITATION OF LIABILITY**

1. Liability of CONSULTANT. CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation as set forth below) arising from third-party claims or actions relating to the Project only to the extent caused by the acts, negligence, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants occurring during the scope of CONSULTANT's work on the Project, and provided that any such

claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's comprehensive general liability and professional errors and omissions insurance policies.

2. General Liability of Client. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
4. For those services provided by the CONSULTANT while serving in the role of designated City Engineer under Section I.B of this Agreement, including professional and technical oversight or supervision of CLIENT staff, the CLIENT shall, to the fullest extent permitted by law and in addition to any other requirements of this Agreement, indemnify and hold harmless the CONSULTANT from and against any claims, costs, losses and damages to the same extent as CLIENT would indemnify and hold harmless a CLIENT employee providing similar City Engineer services.
5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

#### D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.

2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies to the extent permitted by CONSULTANT's insurers.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of General and Designated City Engineer Services or any Task Order or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

#### G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

#### H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Task Order or Addendum or on any other project. Any reuse by

CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for a period of two (2) years after written authorization to proceed is issued by the CLIENT, and shall be automatically renewed for additional two (2) year periods thereafter until terminated in accordance with Paragraph K.

K. TERMINATION

This Agreement, or any individual Task Order, may be terminated:

1. For Cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, "Cause" includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
4. Notwithstanding the foregoing, this Agreement or the individual Task Order identified in the required notice of termination for cause will not terminate under this paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
5. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have,

at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV.H.

6. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of the date of termination.

L. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

**The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

T. MINNESOTA GOVERNMENT DATA PRACTICES ACT

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.



U. LIMITATION OF LIABILITY

CONSULTANT shall procure and maintain insurance as required by this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, members, partners, agents, employees, and subconsultants to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or subconsultants (hereafter "CLIENTS Claims"), shall not exceed the then total available insurance proceeds paid or payable on behalf of or to CONSULTANT by CONSULTANT's insurers in settlement or satisfaction of CLIENT'S Claims under the terms and conditions of CONSULTANT's insurance policies applicable thereto, up to the then available amount of insurance under the applicable policy of insurance.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.  
SIGNATURES FOLLOW.**

## SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: CITY OF FAIRMONT

CONSULTANT: BOLTON & MENK, INC.

By: \_\_\_\_\_

By: Travis L. Winter

Printed Name: \_\_\_\_\_

Printed Name: Travis Winter, P.E., LEED AP

Title: \_\_\_\_\_

Title: Municipal Work Group Leader - Principal

Date: \_\_\_\_\_

Date: April 28, 2025

By: \_\_\_\_\_

By: Troy Nemmers

Printed Name: \_\_\_\_\_

Printed Name: Troy Nemmers, P.E.

Title: \_\_\_\_\_

Title: Senior Project Manager

Date: \_\_\_\_\_

Date: April 28, 2025

ATTACHMENTS: Sample Task Order Form  
Schedule of Fees

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

**TASK ORDER NO: 001**

**CLIENT: City of Fairmont**

**CONSULTANT: Bolton & Menk, Inc.**

**DATE OF THIS TASK ORDER: Month xx, 20xx**

**DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: April 28, 2025**

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

**1.0 Scope of Services:**

CONSULTANT shall perform the Services listed below or in the attached Scope. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein. [MODIFY AS NEEDED]

**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 shall not exceed \$XX,XXX.XX without prior approval of CLIENT. [MODIFY AS NEEDED]

**3.0 Schedule:**

Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by Month xx, 20xx. [MODIFY AS NEEDED]

**4.0 Deliverables:**

Deliverables will be as follows or as set forth in the attached Scope. [MODIFY AS NEEDED TO LIST KEY DELIVERABLES]

**5.0 Term:**

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

**6.0 Other Matters:**

[LIST ANY OTHER CONDITIONS OR CHANGES IN MASTER AGREEMENT THAT APPLY TO TASK ORDER, SUCH AS UPDATED FEE SCHEDULE, CHANGED INSURANCE REQUIREMENTS]

**7.0 Project Managers:**

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

**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](mailto:myork@fairmont.org)

**BOLTON & MENK, INC.:**

Troy Nemmers, P.E.  
1501 South State Street, Suite 100  
Fairmont, MN 56031  
Office Phone: 507-238-4738  
Email: [troy.nemmers@bolton-menk.com](mailto:troy.nemmers@bolton-menk.com)

CLIENT: CITY OF FAIRMONT

CONSULTANT: BOLTON & MENK, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Travis Winter, PE, LEED AP

Title: \_\_\_\_\_

Title: Municipal Group Leader - Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENTS TO THIS TASK ORDER: List or, if none, state "NONE"

# 2025 MUNICIPAL SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing
Senior Project Manager	\$188-235
Project Manager	\$172-216
Senior Project Engineer	\$157-183
Project Engineer	\$145-178
Design Engineer	\$120-159
Architect	\$150-270
Senior Planner	\$145-213
Planner	\$117-146
Senior Landscape Architect	\$152-199
Landscape Architect	\$142-161
Landscape Designer	\$85-134
Licensed Project Surveyor	\$178-196
Graduate Surveyor	\$120-189
Survey Technician	\$90-196
Senior Technician	\$130-209
Technician	\$90-169
Specialist*	\$90-226
Practice Expert**	\$173-363
Senior Principal	\$217-265
Principal	\$173-230
Administrative/Corporate Specialists	\$72-118
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

\*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

\*\*Highly specialized and industry expertise unique to the market or area of discipline.



## STAFF MEMO

<b>Prepared by:</b> Matthew York, Director of Public Works and Utilities	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> <b>Consent Agenda Item</b> <input checked="" type="checkbox"/> <b>Regular Agenda Item</b> <input type="checkbox"/> <b>Public Hearing</b>	<b>Agenda Item #</b> 9.B.7
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of a Resolution of Application for Lead Service Line Funding		
<b>Presented by:</b> Matthew York, Director of Public Works and Utilities	<b>Action Requested:</b> Motion to Approve Resolution 2025-17 Supporting the Application for Lead Service Line Funding through the Minnesota Public Funding Authority		
<b>Vote Required:</b> <input checked="" type="checkbox"/> <b>Simple Majority</b> <input type="checkbox"/> <b>Two Thirds Vote</b> <input type="checkbox"/> <b>Roll Call</b>	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

### REFERENCE AND BACKGROUND

As part of our on-going effort to secure funding for the Lead Service Line project, one of our requirements is a Resolution of Application.

This Resolution of Application allows us to request funding in either a grant or a forgivable loan. The State has not yet decided how it will consider this funding source.

The Resolution will allow the City to continue working towards the \$5+ million grant that we were informed of in early 2025.

### BUDGET IMPACT

### SUPPORTING DATA/ATTACHMENTS

Resolution 2025-17

## RESOLUTION NO. 2025-17

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

### **Resolution of Application to the Minnesota Public Facilities Authority (MPFA) Drinking Water State Revolving Fund Program – LSLR Application Forms**

WHEREAS, the City of Fairmont is hereby applying to the Minnesota Public Facilities Authority for a loan and/or grant from the Drinking Revolving Fund for a lead service line replacement project as described in the application; and,

WHEREAS, the City of Fairmont estimates the MPFA-Financed amount to be \$5,570,560.00 or the as-bid cost of the project; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Fairmont has the legal authority to apply for the loan/grant, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation, and maintenance of the project for its design life.

PASSED, APPROVED AND ADOPTED, this 28th day of April, 2025.

*Motion by:*

*Seconded by:*

*All in Favor:*

*Opposed:*

*Abstained:*

*Absent:*

---

Lee C. Baarts, Mayor

ATTEST:

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Betsy Steuber, City Clerk



## STAFF MEMO

<b>Prepared by:</b> Matthew York, Director of Public Works and Utilities	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.B.8
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of a Purchase Order for Shamrock Recycling Inc. for Yardwaste Grinding at the Tree Site		
<b>Presented by:</b> Matthew York, Director of Public Works and Utilities	<b>Action Requested:</b> Motion to Approve a Purchase Order for Shamrock Recycling Inc. in the Amount of \$90,000 for Yardwaste Grinding at the Tree Site		
<b>Vote Required:</b> <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

### REFERENCE AND BACKGROUND

As we continue to try to keep control of the material at the Tree Dump, we need grinding services between burns. We can only do burns during certain weather conditions have to close the dump entirely during those times.

By grinding, we can continue the service level that people are accustomed to, while also working to get rid of the material on-site.

After Snyder assisted us with our ReLeaf Grant removals, those 51 trees (plus others) are at the site waiting to be processed. Due to Snyder's low cost, we do have some money left in the grant that we can use to help Shamrock remove the material.

As of 4/11/25, there were approximately 8200 yards of material at \$5.65/yard = \$46,330.

We can do 2 grindings before the winter shutdown, and then we can burn the site again. Shamrock was the only company that had bid on grinding services with the City of Fairmont when we put this out to RFP in 2024.

### BUDGET IMPACT

\$32,000 – Grant

\$58,000 – Budget

### SUPPORTING DATA/ATTACHMENTS





## STAFF MEMO

<b>Prepared by:</b> Matthew York, Director of Public Works and Utilities	<b>Meeting Date:</b> 04/28/2025	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item <input type="checkbox"/> Public Hearing	<b>Agenda Item #</b> 9.B.9
<b>Reviewed by:</b> Jeff O'Neill, Interim City Administrator	<b>Item:</b> Consideration of a Contract with Brennan Construction of Minneapolis for the Sylvania Park Bandshell Project		
<b>Presented by:</b> Matthew York, Director of Public Works and Utilities	<b>Action Requested:</b> Motion to Approve a Contract with Brennan Construction of Minneapolis for the Sylvania Park Bandshell Project in the Amount of \$250,000		
<b>Vote Required:</b> <input checked="" type="checkbox"/> Simple Majority <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Roll Call	<b>Staff Recommended Action:</b> Approval  <b>Board/Commission/Committee Recommendation:</b>		

### PREVIOUS COUNCIL ACTION

### REFERENCE AND BACKGROUND

The City is in the final stages of the multi-year refurbishment of the Sylvania Park Bandshell. This project is a carry-over from 2024 due to the prices coming in higher than expected and not meeting our purchasing policy requirement since bidding did not take place.

This project will complete the stucco work along the outside of the building, as well as the interior of the bandshell and the flooring.

On April 17, the City opened bids for this project. Brennan Construction of Minneapolis was the only bidder for the project, while at least 2 other companies pulled plans for the project. Their bid price was \$230,000, but with a \$20,000 owners' contingency added, the estimated price of the project would be \$250,000.

### BUDGET IMPACT

2024 CIP - \$250,000

2025 CIP - \$75,000

Public Works Staff confirmed that the 2024 CIP funds are still viable for this project.

### SUPPORTING DATA/ATTACHMENTS

Wold Recommendation

April 21, 2025

**Matthew York**  
Director of Public Works/Utilities  
City of Fairmont  
100 Downtown Plaza  
Fairmont, Minnesota 56031

Re: City of Fairmont  
Sylvania Park Bandshell Exterior Restoration  
Commission No. 242131R

Dear Matt:

On Thursday, April 17, 2025, at 2:00 p.m. CST, bids were received from one contractor for the Sylvania Park Bandshell Exterior Restoration project at Sylvania Park in Fairmont, Minnesota. A bid tab is attached for your review. Brennan Construction of Minnesota, Inc. from Minneapolis, Minnesota submitted the low base bid in the amount of \$230,000. The project was publicly advertised, and multiple contractors were notified of this project; however, Brennan Construction was the only one who submitted a bid. The base bid submitted by Brennan Construction is in line with our estimated cost of construction.

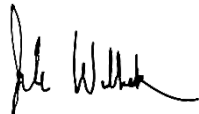
The budget for this project is:

	<b>Bid Award</b>
	<b>April 17, 2025</b>
Construction Cost	\$230,000
Contingency	\$ 20,000
<b>TOTAL PROJECT COST</b>	<b>\$250,000</b>

We have confirmed with Brennan Construction that they are capable of completing this project as outlined in the contract documents. Additionally, we have successfully completed other projects of similar size and scope with Brennan Construction. We recommend awarding the contract to Brennan Companies for \$230,000.

Sincerely,

Wold Architects and Engineers



Jake Wollensak | AIA  
Associate

Enclosure

cc: Jonathan Loose, Wold

KA/GOV-MN-CITY-Fairmont/242131/Admin/Letters/232131R/2025.04.21 Letter to Matthew York



**Owner:** City of Fairmont  
**Project Name:** Sylvania Park Bandshell Exterior Restoration

**BID TABULATION**

**Comm No.:** 242131R  
**Date:** April 17, 2025  
**Time:** 2:00 PM

Wold Architects and Engineers  
332 Minnesota Street, Suite W2000  
Saint Paul, Minnesota 55101  
651.227.7773

Bidders Name	Addendum Numbers	Bid Security	MN Responsible Contractor	Base Bid	Remarks
Brennan Construction 3255 Garfield Ave, Suite 200 Minneapolis, MN 55408 T: (507) 625-5417 F: (507) 625-4805	1	X	X	\$230,000	Low, responsible bidder.

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>4 Diamonds Home Inspection</u></b>					
4 Diamonds Home Inspection	Building Inspection	Rental Inspection Schulze Property	40.00	168348	04/10/2025 1
4 Diamonds Home Inspection	Building Inspection	Rental Inspection Seidel Property	80.00	168348	04/10/2025 1
		<b>Total for 4 Diamonds Home Inspection</b>	<b>120.00</b>		
<b><u>A.H. Hermel Company</u></b>					
A.H. Hermel Company	Liquor Store	Supplies Liquor Store	248.32	168289	04/03/2025 1
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	-48.33	168289	04/03/2025 1
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	-41.30	168289	04/03/2025 1
A.H. Hermel Company	Liquor - Mdse for Resale	Freight	8.95	168289	04/03/2025 1
A.H. Hermel Company	Liquor - Mdse for Resale	Pop/Mix	209.14	168289	04/03/2025 1
		<b>Total for A.H. Hermel Company</b>	<b>376.78</b>		
<b><u>Abdo, LLP</u></b>					
Abdo, LLP	Human Resources	General Consulting & HR Consulting March 2025	395.50	168349	04/10/2025 1
		<b>Total for Abdo, LLP</b>	<b>395.50</b>		
<b><u>Active911, Inc.</u></b>					
Active911, Inc.	Fire Fighting	Subscription for ActiveComms & Radio Bridge Fire Dept	2,536.81	168202	03/28/2025 1
		<b>Total for Active911, Inc.</b>	<b>2,536.81</b>		
<b><u>Acuity Specialty Products</u></b>					
Acuity Specialty Products	Paved Streets	ZEP Big Orange, Vue_RTU_12CS, ZEP VETO III Disinfect	578.93	168515	04/22/2025 1
Acuity Specialty Products	Parks	ZEP Big Orange, Vue_RTU_12CS, ZEP VETO III Disinfect	578.93	168515	04/22/2025 1
		<b>Total for Acuity Specialty Products</b>	<b>1,157.86</b>		
<b><u>Alpha Wireless Communications Co.</u></b>					
Alpha Wireless Communications Co.	Crime Control & Investigation	ARMER/ISICS Programming & Optimization Police Dept	500.00	168516	04/22/2025 1
Alpha Wireless Communications Co.	Crime Control & Investigation	ARMER/ISICS Programming & Optimization Fmt PD	200.00	168248	04/02/2025 1
		<b>Total for Alpha Wireless Communications Co.</b>	<b>700.00</b>		
<b><u>Amazon Capital Services</u></b>					
Amazon Capital Services	Fire Fighting	10 in Car Wash Brush Fire Dept	22.65	168203	03/28/2025 1
Amazon Capital Services	Parks	Router Bits	73.98	168203	03/28/2025 1
Amazon Capital Services	Parks	Thermal Insulated Freezer Gloves Park Dept	136.74	168350	04/10/2025 1
Amazon Capital Services	Parks	Flush Diaphragms 10 A-41-A, 10 A-38-A	399.80	168476	04/16/2025 1
Amazon Capital Services	Parks	Waders Park Dept	234.95	168350	04/10/2025 1
Amazon Capital Services	Parks	Sloan Flushometers (4)	41.96	168350	04/10/2025 1
Amazon Capital Services	Human Resources	Office Supplies Human Resources	59.95	168203	03/28/2025 1
Amazon Capital Services	Human Resources	Extra Large Cork Boards Human Resources	366.68	168350	04/10/2025 1
Amazon Capital Services	General Government Buildings	Water Refrigerator Filters (2)	99.96	168400	04/15/2025 1
Amazon Capital Services	Central Garage	Car Stereo Radios	92.97	168203	03/28/2025 1
		<b>Total for Amazon Capital Services</b>	<b>1,529.64</b>		
<b><u>American Welding &amp; Gas, Inc.</u></b>					
American Welding & Gas, Inc.	Central Garage	Cylinder Rentals March 2025	107.01	168351	04/10/2025 1
American Welding & Gas, Inc.	Central Garage	Feb 2025 Cylinder Rentals	98.43	168250	04/02/2025 1
		<b>Total for American Welding &amp; Gas, Inc.</b>	<b>205.44</b>		
<b><u>Arnold Motor Supply</u></b>					

# Accounts Payable

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From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Arnold Motor Supply	Central Garage	12 Bags of Floor Dri	131.88	168204	03/28/2025 1
Arnold Motor Supply	Parks	9/32 Drill Bits	29.95	168204	03/28/2025 1
Arnold Motor Supply	Parks	9/32 Drill Bits	11.98	168204	03/28/2025 1
Arnold Motor Supply	Parks	9/32 Drill Bit	5.99	168204	03/28/2025 1
Arnold Motor Supply	Parks	9/32 Drill Bits	23.96	168204	03/28/2025 1
Arnold Motor Supply	Road & Bridge Equipment	Hydraulic Filter #152	15.05	168352	04/10/2025 1
Arnold Motor Supply	Road & Bridge Equipment	Serp Belt, V Belt Street #127	100.56	168251	04/02/2025 1
<b>Total for Arnold Motor Supply</b>			<b>319.37</b>		
<b><u>Ascent Aviation Group, Inc.</u></b>					
Ascent Aviation Group, Inc.	Airport	7503 Gross Gallons Jet-A w/Additive	23,155.65	168205	03/28/2025 1
<b>Total for Ascent Aviation Group, Inc.</b>			<b>23,155.65</b>		
<b><u>Atlantic Coca-Cola Bottling Company</u></b>					
Atlantic Coca-Cola Bottling Company	Liquor - Mdse for Resale	Pop/Mix	100.64	168290	04/03/2025 1
Atlantic Coca-Cola Bottling Company	Liquor - Mdse for Resale	Pop/Mix	79.38	168290	04/03/2025 1
<b>Total for Atlantic Coca-Cola Bottling Company</b>			<b>180.02</b>		
<b><u>Ballistic Defense LLC</u></b>					
Ballistic Defense LLC	Crime Control & Investigation	Police Firearms Instructor Course Christenson & Jobe	1,400.00	168401	04/15/2025 1
<b>Total for Ballistic Defense LLC</b>			<b>1,400.00</b>		
<b><u>Baumann</u></b>					
Baumann	Non-departmental	Refund Check 019319-000, 600 Burton Lane 208	5.63	168240	04/01/2025 1
Baumann	Non-departmental	Refund Check 019319-000, 600 Burton Lane 208	2.12	168240	04/01/2025 1
Baumann	Non-departmental	Refund Check 019319-000, 600 Burton Lane 208	0.21	168240	04/01/2025 1
Baumann	Non-departmental	Refund Check 019319-000, 600 Burton Lane 208	2.11	168240	04/01/2025 1
<b>Total for Baumann</b>			<b>10.07</b>		
<b><u>Bellboy Corporation</u></b>					
Bellboy Corporation	Liquor - Mdse for Resale	Misc Merchandise For Resale Liquor Store	102.00	168291	04/03/2025 1
Bellboy Corporation	Liquor - Mdse for Resale	Freight	21.50	168291	04/03/2025 1
Bellboy Corporation	Liquor - Mdse for Resale	Freight	8.33	168291	04/03/2025 1
Bellboy Corporation	Liquor Store	Supplies Liquor Store	25.00	168291	04/03/2025 1
Bellboy Corporation	Liquor - Mdse for Resale	Liquor	909.50	168291	04/03/2025 1
Bellboy Corporation	Liquor - Mdse for Resale	Wine	104.00	168291	04/03/2025 1
<b>Total for Bellboy Corporation</b>			<b>1,170.33</b>		
<b><u>Bergankdv</u></b>					
Bergankdv	Other General Gov't	Progress Bill For Services Performed For 2024 Audit & Fin Stmnts	14,750.00	168477	04/16/2025 1
Bergankdv	Liquor Store	Progress Bill For Services Performed For 2024 Audit & Fin Stmnts	7,500.00	168477	04/16/2025 1
<b>Total for Bergankdv</b>			<b>22,250.00</b>		
<b><u>Best Western</u></b>					
Best Western	City Manager	03/11 to 04/01/2025 Hotel Rooms J O'Neill	607.05	168353	04/10/2025 1
<b>Total for Best Western</b>			<b>607.05</b>		
<b><u>Bevcomm Inc</u></b>					
Bevcomm Inc	Data Processing	April 2025 Rocketfailover Fusion	39.95	168252	04/02/2025 1
Bevcomm Inc	Data Processing	March 2025 Contracted Computer Related Support Services	6,686.00	168252	04/02/2025 1
Bevcomm Inc	Data Processing	April 2025 EDP, Software & Design	3,285.50	168252	04/02/2025 1

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<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b>Total for Bevcomm Inc</b>			<b>10,011.45</b>		
<b><u>BLK Electric, Inc.</u></b>					
BLK Electric, Inc.	General Government Buildings	Wire Door Access Project at City Hall	14,797.10	168354	04/10/2025 1
BLK Electric, Inc.	General Government Buildings	Wire Additional Door Release Button for First & Second Floor	1,415.00	168354	04/10/2025 1
<b>Total for BLK Electric, Inc.</b>			<b>16,212.10</b>		
<b><u>Blue Earth County Sheriff's Office</u></b>					
Blue Earth County Sheriff's Office	Crime Control & Investigation	CIS-Shared Records-Oth Public Ag 2025 CIS MDC Fee	5,570.00	168517	04/22/2025 1
Blue Earth County Sheriff's Office	Crime Control & Investigation	2025 CIS Shared Records Fee	12,046.00	168517	04/22/2025 1
<b>Total for Blue Earth County Sheriff's Office</b>			<b>17,616.00</b>		
<b><u>Boekett Building Supply</u></b>					
Boekett Building Supply	Parks	Wood for New Arbor Lincoln Park	466.66	168355	04/10/2025 1
Boekett Building Supply	Parks	Materials for Lincoln Park New Arbor	4,095.46	168518	04/22/2025 1
Boekett Building Supply	Aquatic Park	Aquatic Park Sign Repairs Treated Plywood 4 x8- 5/8"	125.56	168207	03/28/2025 1
Boekett Building Supply	Aquatic Park	Aquatic Park Sign Repairs	24.12	168207	03/28/2025 1
Boekett Building Supply	Parks	Sakrete Concrete Mix Goms Memorial Bench	199.50	168518	04/22/2025 1
<b>Total for Boekett Building Supply</b>			<b>4,911.30</b>		
<b><u>Bolton &amp; Menk, Inc.</u></b>					
Bolton & Menk, Inc.	Parks	Gomsrud Park Renovations Phase 1	4,208.00	168208	03/28/2025 1
Bolton & Menk, Inc.	Parks	Gomsrud Park Renovations Phase 1	1,700.00	168208	03/28/2025 1
Bolton & Menk, Inc.	Engineering	02/01 to 02/28/2025 General Engineering	1,440.00	168208	03/28/2025 1
Bolton & Menk, Inc.	Engineering	01/04/25 to 01/31/25 General Engineering Services	720.00	168208	03/28/2025 1
Bolton & Menk, Inc.	Paved Streets	Lake Ave Reconstruction LRIP	53,856.50	168253	04/02/2025 1
Bolton & Menk, Inc.	Paved Streets	2025 BE Ave Improvements	3,949.00	168208	03/28/2025 1
Bolton & Menk, Inc.	Paved Streets	2025 BE Ave Improvements	7,589.50	168208	03/28/2025 1
<b>Total for Bolton &amp; Menk, Inc.</b>			<b>73,463.00</b>		
<b><u>Bomgaars Supply</u></b>					
Bomgaars Supply	Liquor Store	Red Mulch Liquor Store	53.88	168519	04/22/2025 1
Bomgaars Supply	Liquor Store	Mulch Liquor Store	89.80	168519	04/22/2025 1
Bomgaars Supply	Airport	Hex Key, Universal Joint, Grease Airport	33.47	168519	04/22/2025 1
Bomgaars Supply	Road & Bridge Equipment	Clevis Pins, Grommets Street Dept	98.76	168519	04/22/2025 1
Bomgaars Supply	Road & Bridge Equipment	2" Flap Wheel, 3" Flap Wheel, Tip Cleaner #127	24.46	168519	04/22/2025 1
Bomgaars Supply	Fire Fighting	Poly-Tarps Fire Dept	29.98	168519	04/22/2025 1
Bomgaars Supply	Parks	Set Straps, Clip Ons Boat Trailer Repair	61.97	168519	04/22/2025 1
Bomgaars Supply	Parks	Jack, Trailer Wiring Harness, Light & Grommet	186.90	168519	04/22/2025 1
Bomgaars Supply	Parks	Blo-Guns, Blo-Gun Kits, Gages	436.88	168519	04/22/2025 1
Bomgaars Supply	Parks	Caulk	8.69	168519	04/22/2025 1
Bomgaars Supply	Parks	Tool Box, Tool Box Storage Park Truck # 518	94.98	168519	04/22/2025 1
Bomgaars Supply	Parks	Insert Bits	32.89	168519	04/22/2025 1
Bomgaars Supply	Parks	Round File	11.48	168519	04/22/2025 1
Bomgaars Supply	Parks	U Bolts New Trailer Repair	63.35	168519	04/22/2025 1
Bomgaars Supply	Parks	Nitrile O-Ring Assort	11.98	168519	04/22/2025 1
Bomgaars Supply	Parks	Drill Bits	47.94	168519	04/22/2025 1
Bomgaars Supply	Parks	Gloves Dead Geese Pickup	20.97	168519	04/22/2025 1

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Bomgaars Supply	Parks	Tie Down, Insert Bit, Power Bit, Bit	28.76	168519	04/22/2025 1
Bomgaars Supply	Parks	Sander Kit Park Dept	99.99	168519	04/22/2025 1
<b>Total for Bomgaars Supply</b>			<b>1,437.13</b>		
<b><u>Breakthru Beverage MN Wine &amp; Spirits</u></b>					
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	51.80	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	83.25	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	3,808.81	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	-37.00	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	3.70	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Beer	292.50	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	2,102.19	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	45.33	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	1,232.00	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	1.85	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	1.85	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	4,470.42	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	204.00	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	1.85	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	3,385.65	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	153.00	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	91.00	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	-449.80	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Liquor	1,670.71	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	312.00	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Wine	88.00	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	44.40	168495	04/17/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	49.95	168292	04/03/2025 1
Breakthru Beverage MN Wine & Spirits, LLC	Liquor - Mdse for Resale	Freight	24.05	168495	04/17/2025 1
<b>Total for Breakthru Beverage MN Wine &amp; Spirits</b>			<b>17,631.51</b>		
<b><u>Carlson, Roger</u></b>					
Carlson, Roger	Crime Control & Investigation	Dept Officer Photo Officer Davis	50.00	0	04/10/2025 1
<b>Total for Carlson, Roger</b>			<b>50.00</b>		
<b><u>Carquest Auto Parts Stores</u></b>					
Carquest Auto Parts Stores	Road & Bridge Equipment	Hydraulic Hose Made #145	58.69	168403	04/15/2025 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Serpentine Belt Street #110	29.54	168209	03/28/2025 1
Carquest Auto Parts Stores	Road & Bridge Equipment	Push Button Switches #115	12.42	168254	04/02/2025 1
Carquest Auto Parts Stores	Paved Streets	Fitting for Vactor	7.46	168209	03/28/2025 1
Carquest Auto Parts Stores	Parks	Truck Cleaning Supplies Park Dept	79.11	168209	03/28/2025 1
Carquest Auto Parts Stores	Parks	Bearing Park #802	16.53	168209	03/28/2025 1
Carquest Auto Parts Stores	Parks	Hyd Hose #914 Park	39.35	168521	04/22/2025 1
Carquest Auto Parts Stores	Parks	Hoses & Fittings Park #531	90.40	168254	04/02/2025 1
Carquest Auto Parts Stores	Parks	Battery #531	119.25	168356	04/10/2025 1
Carquest Auto Parts Stores	Central Garage	Air Couplers	31.26	168209	03/28/2025 1

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>	
Carquest Auto Parts Stores	Central Garage	TKO Hand Cleaner, Hose & Fitting City Shop	128.88	168254	04/02/2025	1
<b>Total for Carquest Auto Parts Stores</b>			<b>612.89</b>			
<b><u>CC Screen Printing</u></b>						
CC Screen Printing	Fiscal Sponsor	HEAT Team Polos	569.14	168357	04/10/2025	1
<b>Total for CC Screen Printing</b>			<b>569.14</b>			
<b><u>Cemstone Concrete Materials LLC</u></b>						
Cemstone Concrete Materials LLC	Storm Sewer Mnt	Concrete for Storm Sewer Repair State St & Sioux Ave	608.77	168478	04/16/2025	1
Cemstone Concrete Materials LLC	Storm Sewer Mnt	Concrete for Storm Sewer Repair 1033 N Dewey St	362.20	168522	04/22/2025	1
<b>Total for Cemstone Concrete Materials LLC</b>			<b>970.97</b>			
<b><u>Central Farm Service</u></b>						
Central Farm Service	Central Garage	DEF-Bulk City Shop	476.00	168210	03/28/2025	1
<b>Total for Central Farm Service</b>			<b>476.00</b>			
<b><u>Cihak</u></b>						
Cihak	Non-departmental	Refund Check 006461-001, 1551 Falcon Dr #111	0.48	168241	04/01/2025	1
Cihak	Non-departmental	Refund Check 006461-001, 1551 Falcon Dr #111	1.29	168241	04/01/2025	1
Cihak	Non-departmental	Refund Check 006461-001, 1551 Falcon Dr #111	0.05	168241	04/01/2025	1
Cihak	Non-departmental	Refund Check 006461-001, 1551 Falcon Dr #111	0.49	168241	04/01/2025	1
<b>Total for Cihak</b>			<b>2.31</b>			
<b><u>Cintas Corporation</u></b>						
Cintas Corporation	Paved Streets	First Aid Supplies Street Dept	32.69	168404	04/15/2025	1
Cintas Corporation	Parks	First Aid Supplies Park Dept	32.68	168404	04/15/2025	1
<b>Total for Cintas Corporation</b>			<b>65.37</b>			
<b><u>City Of Fairmont Petty Cash</u></b>						
City Of Fairmont Petty Cash	Recording & Reporting	sympathy card for pattys mom	5.36	168440	04/15/2025	1
City Of Fairmont Petty Cash	Building Inspection	building inspection postage	9.90	168440	04/15/2025	1
City Of Fairmont Petty Cash	Fire Fighting	fire postage for timely letter	31.40	168440	04/15/2025	1
City Of Fairmont Petty Cash	Planning & Zoning	meal reimbursement-oman	12.00	168440	04/15/2025	1
City Of Fairmont Petty Cash	General Government Buildings	paper plates and napkins	13.92	168440	04/15/2025	1
<b>Total for City Of Fairmont Petty Cash</b>			<b>72.58</b>			
<b><u>CNA Surety</u></b>						
CNA Surety	Engineering	MN Right of Way Bond 5/17/25-5/17/26	100.00	168317	04/10/2025	1
<b>Total for CNA Surety</b>			<b>100.00</b>			
<b><u>Community Education &amp; Recreation</u></b>						
Community Education & Recreation	Storm Sewer Mnt	Evening on Prairie/Lakefest Spring/Summer Brochure Full Page	300.00	168565	04/22/2025	1
Community Education & Recreation	Aquatic Park	Full Page Ad Spring/Summer Brochure Aquatic Park	900.00	168565	04/22/2025	1
<b>Total for Community Education &amp; Recreation</b>			<b>1,200.00</b>			
<b><u>Comstock</u></b>						
Comstock	Non-departmental	Refund Check 019374-000, 603 Albion Ave #4	3.24	168242	04/01/2025	1
Comstock	Non-departmental	Refund Check 019374-000, 603 Albion Ave #4	8.63	168242	04/01/2025	1
Comstock	Non-departmental	Refund Check 019374-000, 603 Albion Ave #4	3.24	168242	04/01/2025	1
Comstock	Non-departmental	Refund Check 019374-000, 603 Albion Ave #4	0.33	168242	04/01/2025	1
<b>Total for Comstock</b>			<b>15.44</b>			
<b><u>Cornerstone Clinic</u></b>						



# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Cornerstone Clinic	Parks	Drug & Alcohol Screening Park Dept	39.00	168255	04/02/2025 1
Cornerstone Clinic	Fire Fighting	Firefighter Physicals Osborn, Streit & Carlson	973.00	168255	04/02/2025 1
Cornerstone Clinic	Fire Fighting	Fire Fighter Physicals Whitmore, Osborn, Algarra, Wokasch, Ivers	4,760.00	168405	04/15/2025 1
<b>Total for Cornerstone Clinic</b>			<b>5,772.00</b>		
<b><u>Cowing</u></b>					
Cowing	Engineering	MN Utility User Group Conf Mankato, MN 03/02 to 03/04/2025	246.40	0	04/10/2025 1
<b>Total for Cowing</b>			<b>246.40</b>		
<b><u>Crysteel Truck Equipment Inc</u></b>					
Crysteel Truck Equipment Inc	Ice & Snow Removal	Couplers, Push Frame, Cover #516	1,117.52	168211	03/28/2025 1
<b>Total for Crysteel Truck Equipment Inc</b>			<b>1,117.52</b>		
<b><u>Dahlheimer Beverage</u></b>					
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	43,425.10	168293	04/03/2025 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Liquor	2,245.60	168293	04/03/2025 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Pop/Mix	136.00	168293	04/03/2025 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Liquor	2,865.60	168496	04/17/2025 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Pop/Mix	12.50	168496	04/17/2025 1
Dahlheimer Beverage	Liquor - Mdse for Resale	Beer	35,335.06	168496	04/17/2025 1
<b>Total for Dahlheimer Beverage</b>			<b>84,019.86</b>		
<b><u>Dakota Riggers &amp; Tool Supply, Inc.</u></b>					
Dakota Riggers & Tool Supply, Inc.	Road & Bridge Equipment	Cable Sling 5/8 x CS58 X 35"	233.91	168358	04/10/2025 1
Dakota Riggers & Tool Supply, Inc.	Road & Bridge Equipment	Cable Sling Cargo	252.61	168212	03/28/2025 1
<b>Total for Dakota Riggers &amp; Tool Supply, Inc.</b>			<b>486.52</b>		
<b><u>Day Plumbing Heating &amp; Cooling, Inc.</u></b>					
Day Plumbing Heating & Cooling, Inc.	Liquor Store	Inspect HVAC Units, Install Filters Liquor Store	160.00	168497	04/17/2025 1
Day Plumbing Heating & Cooling, Inc.	Aquatic Park	Pool Plumbing Reapirs	243.37	168256	04/02/2025 1
Day Plumbing Heating & Cooling, Inc.	Aquatic Park	Removed frozen 3" ball valve & replaced w new one. Aquatic Park	540.70	168359	04/10/2025 1
Day Plumbing Heating & Cooling, Inc.	Parks	Lincoln Park Shelter Remove Old Water Heater & Install New	1,552.42	168523	04/22/2025 1
Day Plumbing Heating & Cooling, Inc.	Parks	Wbgo Ave Ball Diamonds Remove Old Water Fountain & Install New	1,099.00	168523	04/22/2025 1
Day Plumbing Heating & Cooling, Inc.	Parks	O-Rings, Lav Flex Supply Park Dept	329.17	168406	04/15/2025 1
Day Plumbing Heating & Cooling, Inc.	Parks	Sloan Repair Kit Lincoln Park	7.82	168523	04/22/2025 1
<b>Total for Day Plumbing Heating &amp; Cooling, Inc.</b>			<b>3,932.48</b>		
<b><u>Diamond Vogel Paints</u></b>					
Diamond Vogel Paints	Paved Streets	Traffic Paint	12,120.55	168257	04/02/2025 1
<b>Total for Diamond Vogel Paints</b>			<b>12,120.55</b>		
<b><u>Drever, Mark</u></b>					
Drever, Mark	Paved Streets	Reimbursement for Safety Toe Boots	151.99	168360	04/10/2025 1
<b>Total for Drever, Mark</b>			<b>151.99</b>		
<b><u>Duderstadt, Jr.</u></b>					
Duderstadt, Jr.	Local Access	Council Meetings 03/10 & 03/24/2025	137.50	168361	04/10/2025 1
<b>Total for Duderstadt, Jr.</b>			<b>137.50</b>		
<b><u>Elan Financial Services</u></b>					
Elan Financial Services	Crime Control & Investigation	MN BCA Training Sgt Hagert DMT Recert	75.00	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	MN CIT Training Officer Paine & Stevens 08/18 to 08/22/25	1,950.00	0	04/16/2025 1

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Elan Financial Services	Airport	Bulbs for Airport Lights	878.50	0	04/16/2025 1
Elan Financial Services	Planning & Zoning	Survey MonkeyTeam Advantage Ann Plan, Add'l Seat 02/25/26	1,080.00	0	04/16/2025 1
Elan Financial Services	Planning & Zoning	Membership to APA 2025 Oman	195.00	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	Fuel for Squad #5	62.00	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	Mail Evidence to MN BCA FMP25-1637	10.65	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	Mail Evedence to MN BCA FMP24-8447	14.60	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	MN Juvenile Officers Assoc Ann Conf 06/09 to 06/11/25 Paine	316.70	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	Mail Evedence to MN BCA FMP24-4775	14.60	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	Engraving Plaque Officer of the Year J Jobe	5.00	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	500 Promotional Pens	455.00	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	Mail Evidence to MN BCA FMP24-8975	12.38	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	Batteries for armor Flashlights, Glow Sticks for Training	94.48	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	Training Supplies & Office Supplies Firearms Instruct Training	23.30	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	Office Supplies Police Dept	18.78	0	04/16/2025 1
Elan Financial Services	Crime Control & Investigation	Use of Force MLO Training 04/08 to 04/09/2025	5,625.00	0	04/16/2025 1
Elan Financial Services	Paved Streets	Fuel Unit #142	56.64	0	04/16/2025 1
Elan Financial Services	Building Inspection	MN Dept of Labor & Ind Event Reg Harstad 03/17/25	85.00	0	04/16/2025 1
Elan Financial Services	Recording & Reporting	Notary Seal Highlighter	19.00	0	04/16/2025 1
Elan Financial Services	Police Administration	Plaque-Lifesaving Award(Weigh Tronix Employee)	80.00	0	04/16/2025 1
Elan Financial Services	Mayor & Council	Councilor Kotewa Elected Offical Training Hotel 02/20 to02/22/25	332.68	0	04/16/2025 1
Elan Financial Services	Parks	MN Shade Tree Short Course 03/11 to 03/12/25 3 Park Emps	755.00	0	04/16/2025 1
Elan Financial Services	Parks	Shade Tree Short Course Roseville Releaf Grant	147.07	0	04/16/2025 1
Elan Financial Services	Parks	Fuel Truck #519	50.01	0	04/16/2025 1
Elan Financial Services	Parks	Shade Tree Short Course Roseville Releaf Grant	147.07	0	04/16/2025 1
Elan Financial Services	Parks	Laundry Supplies Public Works Building	28.36	0	04/16/2025 1
Elan Financial Services	Parks	Shade Tree Short Course Roseville Releaf Grant	147.07	0	04/16/2025 1
Elan Financial Services	Engineering	Canceled Hotel Reser St Cloud, MN 03/19 to 03/21/25	-328.16	0	04/16/2025 1
Elan Financial Services	Engineering	Hotel for Training in Roseville 03/19 to 03/20/25 Paris	265.06	0	04/16/2025 1
Elan Financial Services	Engineering	ESRI Utility Users Group 04/02/25 Mankato Cowing	215.26	0	04/16/2025 1
		<b>Total for Elan Financial Services</b>	<b>12,831.05</b>		
<b><u>Equifax Information Services, LLC</u></b>					
Equifax Information Services, LLC	General Government Buildings	Minimum Charge & Monthly Service Fee March 2025	38.00	168258	04/02/2025 1
		<b>Total for Equifax Information Services, LLC</b>	<b>38.00</b>		
<b><u>Fairmont Chamber of Commerce</u></b>					
Fairmont Chamber of Commerce	Economic Development	2025-2026 Martin Co Leadership Sponsor	1,000.00	168479	04/16/2025 1
Fairmont Chamber of Commerce	City Manager	2025 Membership City Admin	400.00	168498	04/17/2025 1
		<b>Total for Fairmont Chamber of Commerce</b>	<b>1,400.00</b>		
<b><u>Fairmont Fire Relief Association</u></b>					
Fairmont Fire Relief Association	Non-departmental	J Freeman Fire Retirement 04/09/2025 Payroll	25.00	168362	04/10/2025 1
		<b>Total for Fairmont Fire Relief Association</b>	<b>25.00</b>		
<b><u>Fairmont Rotary Club</u></b>					
Fairmont Rotary Club	Economic Development	April to June 2025 Quarterly Dues Koppen	135.74	168363	04/10/2025 1
Fairmont Rotary Club	Engineering	April to June 2025 Quarterly Dues York	135.74	168363	04/10/2025 1

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b>Total for Fairmont Rotary Club</b>			<b>271.48</b>		
<b><u>Fairmont Sentinel</u></b>					
Fairmont Sentinel	Liquor Store	Bridal Edition Liquor Ad	277.00	168407	04/15/2025 1
Fairmont Sentinel	Liquor Store	Part Time Liquor Store Ads Feb 2025	342.45	168407	04/15/2025 1
Fairmont Sentinel	Planning & Zoning	Looking for Volunteers Feb Ads	1,648.20	168407	04/15/2025 1
Fairmont Sentinel	Planning & Zoning	Planning & Zoning Help Wanted Ads March 2025	924.50	168525	04/22/2025 1
Fairmont Sentinel	Planning & Zoning	Rental Housing Ord 03/19/2025	33.00	168480	04/16/2025 1
Fairmont Sentinel	Other General Gov't	Notice of Hearings 02/05 & 02/14/2025	202.50	168407	04/15/2025 1
Fairmont Sentinel	Other General Gov't	Airport Request for Bids 03/28/2025	693.00	168480	04/16/2025 1
Fairmont Sentinel	Other General Gov't	DBE Master Plan Update Fmt Airport	173.25	168213	03/28/2025 1
Fairmont Sentinel	Other General Gov't	Notice of Hearing 03/06/2025	78.75	168525	04/22/2025 1
<b>Total for Fairmont Sentinel</b>			<b>4,372.65</b>		
<b><u>Fairmont Summer Band</u></b>					
Fairmont Summer Band	Other General Gov't	Donation to Fmt Summer Band	2,500.00	168526	04/22/2025 1
<b>Total for Fairmont Summer Band</b>			<b>2,500.00</b>		
<b><u>Fairmont Youth Hockey Association</u></b>					
Fairmont Youth Hockey Association	Parks	March 2025 Operation of Martin Co Arena	5,000.00	168259	04/02/2025 1
<b>Total for Fairmont Youth Hockey Association</b>			<b>5,000.00</b>		
<b><u>Fastenal Company</u></b>					
Fastenal Company	Parks	Tyvek Protective Coveralls for Geese Removal	299.07	168214	03/28/2025 1
Fastenal Company	Central Garage	Shop Supplies City Shop	199.93	168408	04/15/2025 1
Fastenal Company	Library	Cleaning Supplies Library	33.05	168214	03/28/2025 1
Fastenal Company	Library	Cleaning Supplies Library	122.69	168214	03/28/2025 1
Fastenal Company	Library	Cleaning Supplies Library	167.70	168214	03/28/2025 1
Fastenal Company	Library	Cleaning Supplies Library	92.58	168214	03/28/2025 1
Fastenal Company	Library	Cleaning Supplies Library	278.56	168408	04/15/2025 1
<b>Total for Fastenal Company</b>			<b>1,193.58</b>		
<b><u>Federated Rural Electric Association</u></b>					
Federated Rural Electric Association	Airport	Electric utilities 02/28 to 03/31/2025 Airport	70.50	168364	04/10/2025 1
<b>Total for Federated Rural Electric Association</b>			<b>70.50</b>		
<b><u>Fernando</u></b>					
Fernando	Non-departmental	Refund Check 017635-000, 1327 N Park St	10.68	168243	04/01/2025 1
Fernando	Non-departmental	Refund Check 017635-000, 1327 N Park St	10.79	168243	04/01/2025 1
Fernando	Non-departmental	Refund Check 017635-000, 1327 N Park St	4.05	168243	04/01/2025 1
Fernando	Non-departmental	Refund Check 017635-000, 1327 N Park St	0.40	168243	04/01/2025 1
Fernando	Non-departmental	Refund Check 017635-000, 1327 N Park St	4.05	168243	04/01/2025 1
<b>Total for Fernando</b>			<b>29.97</b>		
<b><u>Fire Protection Services, Inc.</u></b>					
Fire Protection Services, Inc.	Building Inspection	Review Shop Drawings & Calculations Walmart 2025 Revisions	567.00	168215	03/28/2025 1
<b>Total for Fire Protection Services, Inc.</b>			<b>567.00</b>		
<b><u>Flaherty &amp; Hood P.A.</u></b>					
Flaherty & Hood P.A.	Other General Gov't	March 2025 Labor & Employment Consultation Services	2,280.00	168365	04/10/2025 1
Flaherty & Hood P.A.	Other General Gov't	March 2025 General Municipal & Real Estate Matters	8,870.00	168365	04/10/2025 1

**Accounts Payable**  
**Check Approval List - City Council**

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b>Total for Flaherty &amp; Hood P.A.</b>			<b>11,150.00</b>		
<b><u>Fleet &amp; Farm Supply</u></b>					
Fleet & Farm Supply	Ice & Snow Removal	Bolts Street #162	10.36	168260	04/02/2025 1
Fleet & Farm Supply	Fire Fighting	Pressure Washer Tool & Supplies Fire Dept	40.06	168260	04/02/2025 1
Fleet & Farm Supply	Fire Fighting	Indoor/Outdoor Broom, Contractor Bag Fire Dept	59.97	168260	04/02/2025 1
Fleet & Farm Supply	Paved Streets	Sand Paper, White Paint Sign Repair	33.96	168260	04/02/2025 1
Fleet & Farm Supply	Paved Streets	32 & 36" Pik Stixs Park & Street Dept	104.96	168260	04/02/2025 1
Fleet & Farm Supply	Central Garage	UPS Pkg Shipping	64.52	168260	04/02/2025 1
Fleet & Farm Supply	Parks	Shop Supplies Park Dept	75.56	168260	04/02/2025 1
Fleet & Farm Supply	Parks	32 & 36" Pik Stixs Park & Street Dept	104.96	168260	04/02/2025 1
Fleet & Farm Supply	Parks	12' Ratchet Strap	17.99	168260	04/02/2025 1
Fleet & Farm Supply	Parks	Bolts, Paint, Chissel, Misc Soccer Sign, Playground Equip	106.51	168260	04/02/2025 1
Fleet & Farm Supply	Parks	PVC Pipes, PVC Cement	25.36	168260	04/02/2025 1
Fleet & Farm Supply	Parks	Wall Clock Park Dept Office	18.99	168260	04/02/2025 1
Fleet & Farm Supply	Parks	Plumber's Pliers & Epoxy	23.58	168260	04/02/2025 1
Fleet & Farm Supply	Parks	Safety Googles	21.98	168260	04/02/2025 1
Fleet & Farm Supply	Parks	Faucet, Hoses Park Dept	98.97	168260	04/02/2025 1
<b>Total for Fleet &amp; Farm Supply</b>			<b>807.73</b>		
<b><u>Frontier Communications</u></b>					
Frontier Communications	Airport	April 2025 Card Reader Airport	15.04	168366	04/10/2025 1
<b>Total for Frontier Communications</b>			<b>15.04</b>		
<b><u>Gemini Studios</u></b>					
Gemini Studios	Local Access	April 2025 Operation of Audio & Video Broadcast Equipment	450.00	168261	04/02/2025 1
Gemini Studios	Local Access	City Council Workshop 03/24/2025 2.5hrs	262.50	168261	04/02/2025 1
Gemini Studios	Local Access	April 2025 Local Access Channel & Boxcast Membership	600.00	168261	04/02/2025 1
Gemini Studios	Local Access	Special Meeting 04/14/2025	210.00	168527	04/22/2025 1
<b>Total for Gemini Studios</b>			<b>1,522.50</b>		
<b><u>Gillette Pepsi Companies Inc.</u></b>					
Gillette Pepsi Companies Inc.	Liquor - Mdse for Resale	Pop/Mix	291.90	168294	04/03/2025 1
<b>Total for Gillette Pepsi Companies Inc.</b>			<b>291.90</b>		
<b><u>GMS Industrial Supplies, Inc.</u></b>					
GMS Industrial Supplies, Inc.	Central Garage	Brass Street Elbows & Run Tee	71.88	168409	04/15/2025 1
GMS Industrial Supplies, Inc.	Central Garage	Equipment Parts City Shop	217.15	168262	04/02/2025 1
GMS Industrial Supplies, Inc.	Central Garage	Shop Supplies	217.15	168367	04/10/2025 1
<b>Total for GMS Industrial Supplies, Inc.</b>			<b>506.18</b>		
<b><u>GMS, Inc.</u></b>					
GMS, Inc.	Urban Redevelopment & Housing	March 2025 Monthly User License & Warranty	80.00	168263	04/02/2025 1
<b>Total for GMS, Inc.</b>			<b>80.00</b>		
<b><u>Graham Tire Company</u></b>					
Graham Tire Company	Garbage Collection	Mount & Install 2 New Steer Tires Garbage Truck	520.00	168264	04/02/2025 1
<b>Total for Graham Tire Company</b>			<b>520.00</b>		
<b><u>Granicus LLC</u></b>					
Granicus LLC	Data Processing	SmartGov Software 2025	22,128.04	168265	04/02/2025 1

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b>Total for Granicus LLC</b>			<b>22,128.04</b>		
<b><u>Hawk Alarm Systems, Inc</u></b>					
Hawk Alarm Systems, Inc	Parks	Fire Alarm Test & Inspection 801 E Margaret St	152.50	168266	04/02/2025 1
Hawk Alarm Systems, Inc	Paved Streets	Fire Alarm Test & Inspection 801 E Margaret St	152.50	168266	04/02/2025 1
Hawk Alarm Systems, Inc	General Government Buildings	50 Key Fobs City Hall	399.00	168266	04/02/2025 1
Hawk Alarm Systems, Inc	General Government Buildings	Fire Alarm Test & Inspection City Hall	578.70	168529	04/22/2025 1
<b>Total for Hawk Alarm Systems, Inc</b>			<b>1,282.70</b>		
<b><u>Hefty Seed Company</u></b>					
Hefty Seed Company	Parks	#500 Grass Seed Park & Streets	762.50	168531	04/22/2025 1
Hefty Seed Company	Paved Streets	#500 Grass Seed Park & Streets	762.50	168531	04/22/2025 1
<b>Total for Hefty Seed Company</b>			<b>1,525.00</b>		
<b><u>Hertzke Construction &amp; Millwork, Inc.</u></b>					
Hertzke Construction & Millwork, Inc.	Aquatic Park	Trim for Aquatic Park Sign Repairs	483.10	168216	03/28/2025 1
<b>Total for Hertzke Construction &amp; Millwork, Inc.</b>			<b>483.10</b>		
<b><u>Hillmer</u></b>					
Hillmer	Non-departmental	Refund Check 018812-001, 223 Lake Ave Apt 5	0.18	168244	04/01/2025 1
Hillmer	Non-departmental	Refund Check 018812-001, 223 Lake Ave Apt 5	4.97	168244	04/01/2025 1
Hillmer	Non-departmental	Refund Check 018812-001, 223 Lake Ave Apt 5	1.87	168244	04/01/2025 1
Hillmer	Non-departmental	Refund Check 018812-001, 223 Lake Ave Apt 5	1.87	168244	04/01/2025 1
<b>Total for Hillmer</b>			<b>8.89</b>		
<b><u>Hohenstein's Inc.</u></b>					
Hohenstein's Inc.	Liquor - Mdse for Resale	Beer	441.00	168532	04/22/2025 1
<b>Total for Hohenstein's Inc.</b>			<b>441.00</b>		
<b><u>Home City Ice Co.</u></b>					
Home City Ice Co.	Liquor - Mdse for Resale	Ice	120.35	168295	04/03/2025 1
Home City Ice Co.	Liquor - Mdse for Resale	Ice	210.99	168295	04/03/2025 1
<b>Total for Home City Ice Co.</b>			<b>331.34</b>		
<b><u>Hometown Sanitation Services, LLC</u></b>					
Hometown Sanitation Services, LLC	SMEC Building	April 2025 Refuse Removal SMEC	226.50	168368	04/10/2025 1
Hometown Sanitation Services, LLC	Liquor Store	April 2025 Cardboard Removal Liquor Store	115.00	168368	04/10/2025 1
<b>Total for Hometown Sanitation Services, LLC</b>			<b>341.50</b>		
<b><u>Hope Haven, Inc.</u></b>					
Hope Haven, Inc.	Engineering	Stakes for Engineering Dept	3,549.86	168533	04/22/2025 1
<b>Total for Hope Haven, Inc.</b>			<b>3,549.86</b>		
<b><u>Hoye</u></b>					
Hoye	Director of Finance	April 2025 Cell Phone Reimbursement	46.44	0	04/02/2025 1
<b>Total for Hoye</b>			<b>46.44</b>		
<b><u>Humana</u></b>					
Humana	Health Insurance	March 2025 Life Insurance Premiums	672.38	0	04/17/2025 1
<b>Total for Humana</b>			<b>672.38</b>		
<b><u>Hunter</u></b>					
Hunter	Police Administration	2025 MN Chiefs of Police Conf Rochester, MN04/07 to 04/10	131.00	0	04/22/2025 1
<b>Total for Hunter</b>			<b>131.00</b>		

# Accounts Payable Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>I + S Group, Inc.</u></b>					
I + S Group, Inc.	Engineering	Stormwater Modeling	5,657.50	168369	04/10/2025 1
		<b>Total for I + S Group, Inc.</b>	<b>5,657.50</b>		
<b><u>Illinois Mutual Life Insurance Co</u></b>					
Illinois Mutual Life Insurance Co	Police Administration	Disability Insurance 04/13/2025 to 04/12/2026 M Hunter	2,273.15	168217	03/28/2025 1
		<b>Total for Illinois Mutual Life Insurance Co</b>	<b>2,273.15</b>		
<b><u>Independent Pest Control</u></b>					
Independent Pest Control	SMEC Building	Pest Control April 2025 SMEC	65.00	168370	04/10/2025 1
Independent Pest Control	Library	Pest Control April 2025 Library	65.00	168370	04/10/2025 1
Independent Pest Control	Airport	Pest Control April 2025 Airport	110.00	168370	04/10/2025 1
Independent Pest Control	Fire Fighting	April 2025 Pest Control Fire Dept	65.00	168410	04/15/2025 1
		<b>Total for Independent Pest Control</b>	<b>305.00</b>		
<b><u>Indian Island Winery LLC</u></b>					
Indian Island Winery LLC	Liquor - Mdse for Resale	Wine	344.64	168499	04/17/2025 1
		<b>Total for Indian Island Winery LLC</b>	<b>344.64</b>		
<b><u>International Institute of Municipal Cler</u></b>					
International Institute of Municipal Clerks	Recording & Reporting	2025 Membership Betsy Steuber	195.00	168218	03/28/2025 1
		<b>Total for International Institute of Municipal Cler</b>	<b>195.00</b>		
<b><u>Interstate All Battery Center #9129</u></b>					
Interstate All Battery Center #9129	Fiscal Sponsor	RAD3455 IB 7.2 1.4 NICD PRES HEAT Team Dickinson Co	353.00	168534	04/22/2025 1
		<b>Total for Interstate All Battery Center #9129</b>	<b>353.00</b>		
<b><u>J. H. Larson</u></b>					
J. H. Larson	Fire Fighting	30A 250V 3W Flush Power Receptacle Fire Dept	10.76	168219	03/28/2025 1
J. H. Larson	Parks	line fan return	-122.40	168328	04/10/2025 1
J. H. Larson	Parks	Recep & Cover for Lincoln Park Shelter Water Heater	20.17	168481	04/16/2025 1
		<b>Total for J. H. Larson</b>	<b>-91.47</b>		
<b><u>Jackson County Sheriff's Office</u></b>					
Jackson County Sheriff's Office	Fiscal Sponsor	02/13/25 Fuel for HEAT Team	60.02	168220	03/28/2025 1
		<b>Total for Jackson County Sheriff's Office</b>	<b>60.02</b>		
<b><u>Janzens Greenhouse</u></b>					
Janzens Greenhouse	Parks	Magnolia Elizabeth & Cercis MN Strain Redbud Trees	327.59	168536	04/22/2025 1
		<b>Total for Janzens Greenhouse</b>	<b>327.59</b>		
<b><u>Jefferson Fire &amp; Safety, Inc.</u></b>					
Jefferson Fire & Safety, Inc.	Fire Fighting	Statx 1st Responder Case Fire Dept	777.50	168411	04/15/2025 1
Jefferson Fire & Safety, Inc.	Fire Fighting	1.5" & 2.5" Gaskets Fire Dept	253.60	168267	04/02/2025 1
		<b>Total for Jefferson Fire &amp; Safety, Inc.</b>	<b>1,031.10</b>		
<b><u>John Deere Financial</u></b>					
John Deere Financial	Storm Sewer Mnt	Crankcase Vent Filter, Fuel Filters #123B	267.43	168482	04/16/2025 1
		<b>Total for John Deere Financial</b>	<b>267.43</b>		
<b><u>Johnson Brothers Liquor Company</u></b>					
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	43.56	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	1.98	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	1,659.45	168500	04/17/2025 1



**Accounts Payable**  
**Check Approval List - City Council**

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	-79.20	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	1,657.10	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	-29.34	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	2,484.35	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	42.57	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	74.00	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	21.78	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	40.00	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	1,163.98	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	2,825.83	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	1,602.86	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	-9.40	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Wine	792.00	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	19.80	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Pop/Mix	106.65	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	8,282.34	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	2,834.34	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	3.96	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	6,035.49	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	46.04	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	5.94	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	137.61	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	59.40	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	33.66	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Liquor	106.00	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	97.02	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	1.98	168500	04/17/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	-39.60	168296	04/03/2025 1
Johnson Brothers Liquor Company	Liquor - Mdse for Resale	Freight	73.26	168296	04/03/2025 1
<b>Total for Johnson Brothers Liquor Company</b>			<b>30,095.41</b>		
<b><u>KLJ Engineering, LLC</u></b>					
KLJ Engineering, LLC	Airport	Airport Layout Plan/Master Plan Update Through 03/31/25	3,000.00	168412	04/15/2025 1
<b>Total for KLJ Engineering, LLC</b>			<b>3,000.00</b>		
<b><u>Koppen</u></b>					
Koppen	Economic Development	April 2025 Cell Phone Reimbursement	46.44	0	04/02/2025 1
<b>Total for Koppen</b>			<b>46.44</b>		
<b><u>Kriha Electric, LLC</u></b>					
Kriha Electric, LLC	Airport	Electrical Work for Airport Lift Station	3,972.00	168483	04/16/2025 1
<b>Total for Kriha Electric, LLC</b>			<b>3,972.00</b>		
<b><u>League Of Mn Cities</u></b>					
League Of Mn Cities	Crime Control & Investigation	Peace Officer Accredited Training On Line (PATROL)	1,620.00	168221	03/28/2025 1
<b>Total for League Of Mn Cities</b>			<b>1,620.00</b>		
<b><u>League Of Mn Cities Ins Trust</u></b>					

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
League Of Mn Cities Ins Trust	Property/Liability Insurance	Claim # LMC GL 000000416205 02/13/2025	5,801.50	168371	04/10/2025 1
<b>Total for League Of Mn Cities Ins Trust</b>			<b>5,801.50</b>		
<b><u>Lexis Nexis Risk Data Management, LL</u></b>					
Lexis Nexis Risk Data Management, LLC	Other General Gov't	March 2025 Monthly Subscription Fee	115.92	168372	04/10/2025 1
<b>Total for Lexis Nexis Risk Data Management, LL</b>			<b>115.92</b>		
<b><u>Locators &amp; Supplies, Inc</u></b>					
Locators & Supplies, Inc	Paved Streets	48" S.B. Caution Smoke Ahead Sign	161.52	168373	04/10/2025 1
Locators & Supplies, Inc	Paved Streets	Rakes (3)	126.14	168269	04/02/2025 1
Locators & Supplies, Inc	Paved Streets	Brooms (3)	169.45	168269	04/02/2025 1
Locators & Supplies, Inc	Paved Streets	48" S.B. Caution Smoke Ahead Sign	155.80	168269	04/02/2025 1
Locators & Supplies, Inc	Parks	Rakes (3)	126.13	168269	04/02/2025 1
Locators & Supplies, Inc	Parks	Brooms (3)	169.45	168269	04/02/2025 1
<b>Total for Locators &amp; Supplies, Inc</b>			<b>908.49</b>		
<b><u>Lockridge Grindal Nauen P.L.L.P.</u></b>					
Lockridge Grindal Nauen P.L.L.P.	Other General Gov't	April 2025 Government Relations	3,333.33	168374	04/10/2025 1
<b>Total for Lockridge Grindal Nauen P.L.L.P.</b>			<b>3,333.33</b>		
<b><u>Mankato Landshapes, Inc.</u></b>					
Mankato Landshapes, Inc.	Storm Sewer Mnt	turf restoration on lakeshore bluff	4,847.00	168330	04/10/2025 1
<b>Total for Mankato Landshapes, Inc.</b>			<b>4,847.00</b>		
<b><u>Marco Technologies, LLC</u></b>					
Marco Technologies, LLC	Engineering	Contract Base Rate 04/14 to 05/13/2025 Various Printers	10.81	168484	04/16/2025 1
Marco Technologies, LLC	Engineering	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	25.85	168413	04/15/2025 1
Marco Technologies, LLC	Human Resources	Contract Base Rate 04/14 to 05/13/2025 Various Printers	10.81	168484	04/16/2025 1
Marco Technologies, LLC	Parks	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	5.17	168413	04/15/2025 1
Marco Technologies, LLC	Parks	Contract Base Rate 03/22 to 04/21/2025 City Hall	3.92	168222	03/28/2025 1
Marco Technologies, LLC	Engineering	Contract Base Rate 03/22 to 04/21/2025 City Hall	19.59	168222	03/28/2025 1
Marco Technologies, LLC	Airport	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	3.45	168413	04/15/2025 1
Marco Technologies, LLC	Airport	Contract Base Rate 03/22 to 04/21/2025 City Hall	2.61	168222	03/28/2025 1
Marco Technologies, LLC	Crime Control & Investigation	Contract Base Rate 03/14 to 04/13/25 Police Dept	30.95	168222	03/28/2025 1
Marco Technologies, LLC	Lake Restoration	Contract Base Rate 03/22 to 04/21/2025 City Hall	2.61	168222	03/28/2025 1
Marco Technologies, LLC	Lake Restoration	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	3.45	168413	04/15/2025 1
Marco Technologies, LLC	Data Processing	Contract Base Rate 03/22 to 04/21/2025 City Hall	3.92	168222	03/28/2025 1
Marco Technologies, LLC	Data Processing	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	5.17	168413	04/15/2025 1
Marco Technologies, LLC	Fire Fighting	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	5.17	168413	04/15/2025 1
Marco Technologies, LLC	Fire Fighting	Contract Base Rate 03/22 to 04/21/2025 City Hall	3.92	168222	03/28/2025 1
Marco Technologies, LLC	Fire Fighting	Contract Base Rate 04/14 to 05/13/2025 Various Printers	10.82	168484	04/16/2025 1
Marco Technologies, LLC	Planning & Zoning	Contract Base Rate 04/14 to 05/13/2025 Various Printers	32.43	168484	04/16/2025 1
Marco Technologies, LLC	Planning & Zoning	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	8.62	168413	04/15/2025 1
Marco Technologies, LLC	Planning & Zoning	Contract Base Rate 03/22 to 04/21/2025 City Hall	6.53	168222	03/28/2025 1
Marco Technologies, LLC	Crime Control & Investigation	Contract Base Rate 03/22 to 04/21/2025 City Hall	2.61	168222	03/28/2025 1
Marco Technologies, LLC	Crime Control & Investigation	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	3.45	168413	04/15/2025 1
Marco Technologies, LLC	Liquor Store	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	3.45	168413	04/15/2025 1
Marco Technologies, LLC	Liquor Store	Contract Base Rate 03/22 to 04/21/2025 City Hall	2.61	168222	03/28/2025 1



**Accounts Payable**  
**Check Approval List - City Council**

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Marco Technologies, LLC	Liquor Store	Contract Base Rate 04/14 to 05/13/2025 Various Printers	21.61	168484	04/16/2025 1
Marco Technologies, LLC	Paved Streets	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	3.45	168413	04/15/2025 1
Marco Technologies, LLC	Paved Streets	Contract Base Rate 03/22 to 04/21/2025 City Hall	2.61	168222	03/28/2025 1
Marco Technologies, LLC	Paved Streets	Contract Base Rate 04/14 to 05/13/2025 Various Printers	10.81	168484	04/16/2025 1
Marco Technologies, LLC	Recording & Reporting	Contract Base Rate 03/22 to 04/21/2025 City Hall	3.92	168222	03/28/2025 1
Marco Technologies, LLC	Recording & Reporting	Contract Base Rate 04/14 to 05/13/2025 Various Printers	10.82	168484	04/16/2025 1
Marco Technologies, LLC	Recording & Reporting	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	5.17	168413	04/15/2025 1
Marco Technologies, LLC	Building Inspection	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	8.62	168413	04/15/2025 1
Marco Technologies, LLC	Building Inspection	Contract Base Rate 03/22 to 04/21/2025 City Hall	6.53	168222	03/28/2025 1
Marco Technologies, LLC	Director of Finance	Contract Base Rate 03/22 to 04/21/2025 City Hall	3.92	168222	03/28/2025 1
Marco Technologies, LLC	Director of Finance	Contract Base Rate 04/14 to 05/13/2025 Various Printers	32.43	168484	04/16/2025 1
Marco Technologies, LLC	Director of Finance	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	5.17	168413	04/15/2025 1
Marco Technologies, LLC	Police Administration	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	3.45	168413	04/15/2025 1
Marco Technologies, LLC	Police Administration	Contract Base Rate 03/22 to 04/21/2025 City Hall	2.61	168222	03/28/2025 1
Marco Technologies, LLC	Economic Development	Contract Base Rate 03/22 to 04/21/2025 City Hall	13.06	168222	03/28/2025 1
Marco Technologies, LLC	Economic Development	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	17.23	168413	04/15/2025 1
Marco Technologies, LLC	City Manager	Contract Base Rate 04/14 to 05/13/2025 Various Printers	10.81	168484	04/16/2025 1
Marco Technologies, LLC	City Manager	Contract Base Rate 03/22 to 04/21/2025 City Hall	3.92	168222	03/28/2025 1
Marco Technologies, LLC	City Manager	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	5.17	168413	04/15/2025 1
Marco Technologies, LLC	Parking Lots	Contract Base Rate 4/2 to 05/01/25 Usage 03/02 to 04/01/25 CityH	3.45	168413	04/15/2025 1
Marco Technologies, LLC	Parking Lots	Contract Base Rate 03/22 to 04/21/2025 City Hall	2.61	168222	03/28/2025 1
		<b>Total for Marco Technologies, LLC</b>	<b>385.29</b>		
<b><u>Martin County Attorney's</u></b>					
Martin County Attorney's	Other General Gov't	March 2025 Prosecutorial Services	6,250.00	168375	04/10/2025 1
		<b>Total for Martin County Attorney's</b>	<b>6,250.00</b>		
<b><u>Martin County Auditor</u></b>					
Martin County Auditor	Other General Gov't	2025 Property Tax 1330 N North Ave	116.00	168376	04/10/2025 1
Martin County Auditor	Other General Gov't	2025 Property Tax 724 1st St E	198.00	168376	04/10/2025 1
Martin County Auditor	Other General Gov't	2025 Property Tax 403 5th St E	224.00	168376	04/10/2025 1
Martin County Auditor	SMEC Building	115 S Park St S SMEC	1,486.00	168414	04/15/2025 1
Martin County Auditor	Airport	2025 Property Tax Sect-15 TWP-102 Range-030 14.58 AC Airport	958.00	168376	04/10/2025 1
Martin County Auditor	Airport	2025 Property Tax Sect-11 TWP-102 Range-030 21.20 AC Airport	1,352.00	168376	04/10/2025 1
Martin County Auditor	Airport	2025 Property Tax Sect-11 TWP-102 Range-030 9.98 AC IRREGAirport	600.00	168376	04/10/2025 1
Martin County Auditor	Airport	2025 Prperty Tax Airport Sect-14 TWP-102 Range-030 61.28 AC	3,142.00	168376	04/10/2025 1
Martin County Auditor	Airport	2025 Prperty Tax Airport-Land Rented Out 2160 E Blue Earth Ave	19,938.00	168376	04/10/2025 1
Martin County Auditor	Crime Control & Investigation	April 2025 Rental of Security Building	5,067.04	168272	04/02/2025 1
Martin County Auditor	Crime Control & Investigation	March 2025 Frontier Phone Bill Police Dept	365.67	168223	03/28/2025 1
Martin County Auditor	Economic Development	1200 Armstrong Dr Property Taxes 2025	2,112.00	168485	04/16/2025 1
Martin County Auditor	Economic Development	1301 190th Ave Property Taxes 2025	3,094.00	168485	04/16/2025 1
Martin County Auditor	Parks	2025 Property Tax Sect-19 TWP-102 Range-030 W of Dutch Crk Cntln	1,264.00	168376	04/10/2025 1
Martin County Auditor	Parks	600 Fairlakes Ave Land Rented Out	6,148.00	168414	04/15/2025 1
Martin County Auditor	Parks	Cedar Creek Park-Land Rented Out 19-102-30 & 30-102-30	6,746.00	168414	04/15/2025 1
Martin County Auditor	Parks	Property Tax Cedar Park Addn 88.89 AC Outlot C	1,198.00	168414	04/15/2025 1

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>	
<b>Total for Martin County Auditor</b>			<b>54,008.71</b>			
<b><u>Martin County Economic Development</u></b>						
Martin County Economic Development	Economic Development	Business Succession Workshop Partnership	967.48	168224	03/28/2025	1
<b>Total for Martin County Economic Development</b>			<b>967.48</b>			
<b><u>Martin County Highway Dept</u></b>						
Martin County Highway Dept	Paved Streets	gas usage-march	5,658.16	168331	04/10/2025	1
Martin County Highway Dept	Crime Control & Investigation	gas usage-march	3,488.03	168331	04/10/2025	1
Martin County Highway Dept	Garbage Collection	gas usage-march	183.94	168331	04/10/2025	1
Martin County Highway Dept	Fire Fighting	gas usage-march	357.32	168331	04/10/2025	1
Martin County Highway Dept	Animal Control	gas usage-march	129.51	168331	04/10/2025	1
Martin County Highway Dept	Other General Gov't	gas usage-march	82.52	168331	04/10/2025	1
Martin County Highway Dept	Airport	gas usage-march	336.00	168331	04/10/2025	1
Martin County Highway Dept	Parks	gas usage-march	1,488.04	168331	04/10/2025	1
Martin County Highway Dept	Storm Sewer Mnt	gas usage-march	480.50	168331	04/10/2025	1
Martin County Highway Dept	Engineering	gas usage-march	29.92	168331	04/10/2025	1
<b>Total for Martin County Highway Dept</b>			<b>12,233.94</b>			
<b><u>Martin County Recorder</u></b>						
Martin County Recorder	Elections	Copy Fees Ann Hinz	2.00	168377	04/10/2025	1
Martin County Recorder	Planning & Zoning	Copy Fees Vaughn	46.00	168377	04/10/2025	1
<b>Total for Martin County Recorder</b>			<b>48.00</b>			
<b><u>Martin County Treasurer</u></b>						
Martin County Treasurer	Crime Control & Investigation	April 2025 Frontier Phone Bill Police Dept	370.95	168378	04/10/2025	1
<b>Total for Martin County Treasurer</b>			<b>370.95</b>			
<b><u>Mayo Clinic Health System Fairmont</u></b>						
Mayo Clinic Health System Fairmont	Fire Fighting	Firefighter Physicals Algarra, Campbell, Cress, Horst, Nawrocki,	717.00	168379	04/10/2025	1
<b>Total for Mayo Clinic Health System Fairmont</b>			<b>717.00</b>			
<b><u>Medsurety LLC</u></b>						
Medsurety LLC	Health Insurance	COBRA Admin & Participant Fees April 2025	90.25	0	04/17/2025	1
<b>Total for Medsurety LLC</b>			<b>90.25</b>			
<b><u>Michael Todd And Co., Inc</u></b>						
Michael Todd And Co., Inc	Paved Streets	Wire Section, Convoluted Section & Flat Poly Section W Spacers	964.15	168273	04/02/2025	1
<b>Total for Michael Todd And Co., Inc</b>			<b>964.15</b>			
<b><u>Michaelson, Inc</u></b>						
Michaelson, Inc	Ice & Snow Removal	2024 Sand for Ice & Snow	22,513.92	168415	04/15/2025	1
<b>Total for Michaelson, Inc</b>			<b>22,513.92</b>			
<b><u>Midco</u></b>						
Midco	Planning & Zoning	April 2025 Telephone City Hall	50.77	168486	04/16/2025	1
Midco	Fire Fighting	April 2025 Telephone City Hall	20.31	168486	04/16/2025	1
Midco	Fire Fighting	April 2025 Telephone Fire Dept	61.45	168486	04/16/2025	1
Midco	Animal Control	April 2025 Internet Services Humane Society	121.39	168486	04/16/2025	1
Midco	Animal Control	April 2025 Telephone Humane Society	90.35	168486	04/16/2025	1
Midco	Crime Control & Investigation	April 2025 Telephone City Hall	30.46	168486	04/16/2025	1
Midco	Airport	April 2025 Airport Ethernet Circuit	307.39	168486	04/16/2025	1

**Accounts Payable**  
**Check Approval List - City Council**

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Midco	Airport	April 2025 Telephone Airport	63.04	168486	04/16/2025 1
Midco	Airport	April 2025 Telephone City Hall	30.46	168486	04/16/2025 1
Midco	SMEC Building	April 2025 Telephone SMEC	125.09	168486	04/16/2025 1
Midco	Library	April 2025 Telephone Library	507.24	168486	04/16/2025 1
Midco	Data Processing	April 2025 City Hall Internet Circuit	600.39	168486	04/16/2025 1
Midco	Paved Streets	April 2025 Telephone 401 E Margaret St	39.20	168486	04/16/2025 1
Midco	Paved Streets	April 2025 Telephone City Hall	60.93	168486	04/16/2025 1
Midco	Parks	April 2025 Telephone 401 E Margaret St	39.21	168486	04/16/2025 1
Midco	Aquatic Park	April 2025 Telephone Aquatic Park	65.54	168486	04/16/2025 1
Midco	Director of Finance	April 2025 Telephone City Hall	50.77	168486	04/16/2025 1
Midco	Building Inspection	April 2025 Telephone City Hall	50.77	168486	04/16/2025 1
Midco	Recording & Reporting	April 2025 Telephone City Hall	60.93	168486	04/16/2025 1
Midco	Paved Streets	April 2025 Telephone 801 E Margaret St	174.08	168486	04/16/2025 1
Midco	Economic Development	April 2025 Telephone City Hall	40.62	168486	04/16/2025 1
Midco	City Manager	April 2025 Telephone City Hall	132.01	168486	04/16/2025 1
Midco	Engineering	April 2025 Telephone City Hall	132.01	168486	04/16/2025 1
Midco	Parks	April 2025 Telephone City Hall	30.46	168486	04/16/2025 1
Midco	Parks	April 2025 Telephone 801 E Margaret St	174.07	168486	04/16/2025 1
Midco	Central Garage	April 2025 Telephone City Hall	20.31	168486	04/16/2025 1
Midco	Liquor Store	April 2025 Telephone Liquor Store	189.54	168486	04/16/2025 1
<b>Total for Midco</b>			<b>3,268.79</b>		
<b><u>Midwest Shop Condos</u></b>					
Midwest Shop Condos	Misc Revenues	Refund Check	14,333.75	168566	04/22/2025 1
<b>Total for Midwest Shop Condos</b>			<b>14,333.75</b>		
<b><u>Minn Municipal Utilities Association</u></b>					
Minn Municipal Utilities Association	Workers Comp	2024 Drug & Alcohol Testing Consortium Fee	1,260.00	168188	03/26/2025 1
Minn Municipal Utilities Association	Workers Comp	Q2 2025 Safety Mgmt Program	10,275.00	168274	04/02/2025 1
Minn Municipal Utilities Association	Paved Streets	Drug & Alcohol Testing Street Dept	50.00	168538	04/22/2025 1
<b>Total for Minn Municipal Utilities Association</b>			<b>11,585.00</b>		
<b><u>Minnesota Dept of Admin</u></b>					
Minnesota Dept of Admin	Crime Control & Investigation	Feb 2025 Vehicle Leases Police Dept	5,550.50	168225	03/28/2025 1
Minnesota Dept of Admin	Crime Control & Investigation	March 2025 Vehicle Leases Police Dept	5,550.50	168539	04/22/2025 1
<b>Total for Minnesota Dept of Admin</b>			<b>11,101.00</b>		
<b><u>MN Dept Labor &amp; Indust</u></b>					
MN Dept Labor & Indust	Non-departmental	1st Q 2025 Quarterly Building Permit Surcharge Report	2,933.04	168380	04/10/2025 1
<b>Total for MN Dept Labor &amp; Indust</b>			<b>2,933.04</b>		
<b><u>MN Dept Labor &amp; Indust.</u></b>					
MN Dept Labor & Indust.	Paved Streets	E Margaret St new circuit for work bench receptacles	36.00	0	04/15/2025 1
<b>Total for MN Dept Labor &amp; Indust.</b>			<b>36.00</b>		
<b><u>Mn Dept of Employment &amp; Economic D</u></b>					
Mn Dept of Employment & Economic Developmen	Intergovernmental Revenues	Loan #2 Zierke Blt Mfg/City of Fairmont	3,064.18	168416	04/15/2025 1
<b>Total for Mn Dept of Employment &amp; Economic D</b>			<b>3,064.18</b>		
<b><u>MN Energy Resources Corp.</u></b>					

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
MN Energy Resources Corp.	Central Garage	Gas Utilities 03/17 to 04/15/2025 417 E Margaret St	78.65	168540	04/22/2025 1
MN Energy Resources Corp.	Central Garage	Gas utilities 02/18 to 03/18/2025 801 E Margaret St	330.06	168226	03/28/2025 1
MN Energy Resources Corp.	Central Garage	Gas Utilities 02/14 to 03/16/25 417 E Margaret St	163.13	168226	03/28/2025 1
MN Energy Resources Corp.	Parks	Gas Utilities 03/17 to 04/15/2025 417 E Margaret St	241.57	168540	04/22/2025 1
MN Energy Resources Corp.	Parks	Gas utilities 03/10 to 04/07/2025 Lincoln Shelter House	20.50	168417	04/15/2025 1
MN Energy Resources Corp.	Parks	Gas utilities 02/18 to 03/18/2025 801 E Margaret St	1,013.78	168226	03/28/2025 1
MN Energy Resources Corp.	Parks	Gas Utilities 02/14 to 03/16/25 417 E Margaret St	501.08	168226	03/28/2025 1
MN Energy Resources Corp.	Paved Streets	Gas Utilities 03/17 to 04/15/2025 417 E Margaret St	241.57	168540	04/22/2025 1
MN Energy Resources Corp.	Paved Streets	Gas Utilities 02/14 to 03/16/25 417 E Margaret St	501.08	168226	03/28/2025 1
MN Energy Resources Corp.	Paved Streets	Gas utilities 02/18 to 03/18/2025 801 E Margaret St	1,013.78	168226	03/28/2025 1
MN Energy Resources Corp.	Liquor Store	Gas Utilities 02/14 to 03/16/25 Liquor Store	472.91	168226	03/28/2025 1
MN Energy Resources Corp.	Liquor Store	Gas Utilities 03/17 to 04/15/2025 Liquor Store	250.47	168540	04/22/2025 1
MN Energy Resources Corp.	Aquatic Park	Gas utilities 02/18 to 03/18/2025 Aquatic Park	47.50	168226	03/28/2025 1
MN Energy Resources Corp.	Library	Gas Utilities 02/20 to 03/23/2025 Library	1,430.00	168275	04/02/2025 1
MN Energy Resources Corp.	Animal Control	Gas Utilities 02/14 to 03/16/25 Humane Society	159.35	168226	03/28/2025 1
MN Energy Resources Corp.	Animal Control	Gas Utilities 03/17 to 04/15/2025 Humane Society	107.89	168540	04/22/2025 1
MN Energy Resources Corp.	Fire Fighting	Gas utilities 03/05 to 04/02/2025 Fire Dept	550.91	168381	04/10/2025 1
		<b>Total for MN Energy Resources Corp.</b>	<b>7,124.23</b>		
<b><u>Mn Municipal Beverage Association</u></b>					
Mn Municipal Beverage Association	Liquor Store	MN Municipal Beverage Assoc Annual Conference Alexandria, MN	927.00	168297	04/03/2025 1
		<b>Total for Mn Municipal Beverage Association</b>	<b>927.00</b>		
<b><u>MN Pollution Control Agency</u></b>					
MN Pollution Control Agency	Storm Sewer Mnt	MS4 General Permit	400.00	168382	04/10/2025 1
		<b>Total for MN Pollution Control Agency</b>	<b>400.00</b>		
<b><u>Moore</u></b>					
Moore	Non-departmental	Refund Check 019388-000, 1315 N Park St	0.87	168245	04/01/2025 1
Moore	Non-departmental	Refund Check 019388-000, 1315 N Park St	0.09	168245	04/01/2025 1
Moore	Non-departmental	Refund Check 019388-000, 1315 N Park St	2.32	168245	04/01/2025 1
Moore	Non-departmental	Refund Check 019388-000, 1315 N Park St	2.31	168245	04/01/2025 1
Moore	Non-departmental	Refund Check 019388-000, 1315 N Park St	0.87	168245	04/01/2025 1
		<b>Total for Moore</b>	<b>6.46</b>		
<b><u>Moore &amp; Ace, Inc.</u></b>					
Moore & Ace, Inc.	Road & Bridge Equipment	Guide Plate, Chain Catcher Street Chain Saws	101.90	168276	04/02/2025 1
		<b>Total for Moore &amp; Ace, Inc.</b>	<b>101.90</b>		
<b><u>Motion Industries, Inc</u></b>					
Motion Industries, Inc	Road & Bridge Equipment	Female Flat Face 1/2 Pipe, Male Flat Face 1/2 Pipe #121 & 120	397.06	168542	04/22/2025 1
		<b>Total for Motion Industries, Inc</b>	<b>397.06</b>		
<b><u>Motorola Solutions, Inc.</u></b>					
Motorola Solutions, Inc.	Crime Control & Investigation	5 APX6500 Enhanced 7/800 Mhz Mobile Squad Radios	28,965.60	168277	04/02/2025 1
Motorola Solutions, Inc.	Crime Control & Investigation	APX6000 Portable Radios Police Dept (2)	10,353.60	168277	04/02/2025 1
		<b>Total for Motorola Solutions, Inc.</b>	<b>39,319.20</b>		
<b><u>Munsterman</u></b>					
Munsterman	Paved Streets	Reimbursement For Safety Toe Boots	225.00	168487	04/16/2025 1

# Accounts Payable Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b>Total for Munsterman</b>			<b>225.00</b>		
<b><u>Napa Auto Fairmont</u></b>					
Napa Auto Fairmont	Road & Bridge Equipment	Fuel Filter Street #152	7.38	168383	04/10/2025 1
Napa Auto Fairmont	Road & Bridge Equipment	Fleetranner Belt Street #115	52.43	168227	03/28/2025 1
Napa Auto Fairmont	Road & Bridge Equipment	Air, Fuel & Oil Filters #114 Street	107.92	168543	04/22/2025 1
Napa Auto Fairmont	Road & Bridge Equipment	Oil Filter Street #130	3.37	168383	04/10/2025 1
Napa Auto Fairmont	Fire Fighting	Oil Filter & Oil Fire #10	38.83	168418	04/15/2025 1
Napa Auto Fairmont	Storm Sewer Mnt	Oil Filter #123B	10.48	168383	04/10/2025 1
Napa Auto Fairmont	Storm Sewer Mnt	Air Filters Street #123B	59.90	168383	04/10/2025 1
Napa Auto Fairmont	Central Garage	Windshield Washer Fluid	61.02	168383	04/10/2025 1
Napa Auto Fairmont	Parks	Oil Filter, Engine Air Filter, Cabin Air Filter Park #515	22.80	168383	04/10/2025 1
Napa Auto Fairmont	Parks	Oil Filter Park #503	3.37	168383	04/10/2025 1
<b>Total for Napa Auto Fairmont</b>			<b>367.50</b>		
<b><u>National Enrollment Partners</u></b>					
National Enrollment Partners	Health Insurance	April 2025 Employee Navigator Support	350.00	168488	04/16/2025 1
<b>Total for National Enrollment Partners</b>			<b>350.00</b>		
<b><u>Nelson</u></b>					
Nelson	Fiscal Sponsor	2025 SOTA Conf	395.00	168544	04/22/2025 1
<b>Total for Nelson</b>			<b>395.00</b>		
<b><u>Neusch</u></b>					
Neusch	Engineering	MN Cities Stormwater Coalition Annual Meeting Albertville, MN	230.20	168545	04/22/2025 1
<b>Total for Neusch</b>			<b>230.20</b>		
<b><u>New Pig Corporation</u></b>					
New Pig Corporation	Fire Fighting	Booms Various Sizes, Chemical Absorbent Sock Fire Dept	2,561.74	168419	04/15/2025 1
<b>Total for New Pig Corporation</b>			<b>2,561.74</b>		
<b><u>Nuss</u></b>					
Nuss	Police Administration	Crime Reporting 2 Day Training Course BCA St Paul 03/24 to 03/26	376.11	168384	04/10/2025 1
<b>Total for Nuss</b>			<b>376.11</b>		
<b><u>Nutrien Ag Solutions, Inc</u></b>					
Nutrien Ag Solutions, Inc	Parks	Bark Oil, Triplett, Spreader, Garlon	3,241.51	168420	04/15/2025 1
<b>Total for Nutrien Ag Solutions, Inc</b>			<b>3,241.51</b>		
<b><u>Olson</u></b>					
Olson	Parks	Safety Toe Boot Reimbursement	160.99	168228	03/28/2025 1
<b>Total for Olson</b>			<b>160.99</b>		
<b><u>Olson Rentals, Inc.</u></b>					
Olson Rentals, Inc.	Parks	Air Filters for Park Dept Blowers	15.18	168421	04/15/2025 1
Olson Rentals, Inc.	Fire Fighting	Garden Hose & Hose Brass, Crimp Hose	30.87	168229	03/28/2025 1
<b>Total for Olson Rentals, Inc.</b>			<b>46.05</b>		
<b><u>O'Neill</u></b>					
O'Neill	City Manager	February 2025 Expenses	692.80	0	04/17/2025 1
O'Neill	City Manager	March 2025 Expenses	1,168.15	0	04/17/2025 1
<b>Total for O'Neill</b>			<b>1,860.95</b>		
<b><u>OPG-3, Inc.</u></b>					

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>	
OPG-3, Inc.	Data Processing	Annual Subscription to Laserfische Software 2025	6,392.52	168385	04/10/2025	1
<b>Total for OPG-3, Inc.</b>			<b>6,392.52</b>			
<b><u>O'Reilly Auto Parts</u></b>						
O'Reilly Auto Parts	Road & Bridge Equipment	DR Roll Pin #139	-15.74	168230	03/28/2025	1
O'Reilly Auto Parts	Road & Bridge Equipment	DR Roll Pin #139	-15.74	168230	03/28/2025	1
O'Reilly Auto Parts	Road & Bridge Equipment	DR Roll Pin #139	15.74	168230	03/28/2025	1
O'Reilly Auto Parts	Parks	Front Brake Pads #515	89.00	168386	04/10/2025	1
O'Reilly Auto Parts	Parks	Bracket, Pin Kit, Boots Park #515	77.98	168386	04/10/2025	1
O'Reilly Auto Parts	Central Garage	JCase Fuses	31.56	168278	04/02/2025	1
O'Reilly Auto Parts	Central Garage	Retainers	28.93	168278	04/02/2025	1
O'Reilly Auto Parts	Central Garage	Body Clips City Shop	28.93	168230	03/28/2025	1
<b>Total for O'Reilly Auto Parts</b>			<b>240.66</b>			
<b><u>Paris</u></b>						
Paris	Engineering	Concrete Field Tester Course 03/19 to 03/21/25 St Paul, MN	363.00	0	03/28/2025	1
<b>Total for Paris</b>			<b>363.00</b>			
<b><u>Paustis Wine Company</u></b>						
Paustis Wine Company	Liquor - Mdse for Resale	Wine	749.00	168298	04/03/2025	1
Paustis Wine Company	Liquor - Mdse for Resale	Freight	12.00	168298	04/03/2025	1
Paustis Wine Company	Liquor - Mdse for Resale	Liquor	247.50	168501	04/17/2025	1
Paustis Wine Company	Liquor - Mdse for Resale	Freight	15.00	168501	04/17/2025	1
Paustis Wine Company	Liquor - Mdse for Resale	Wine	493.00	168501	04/17/2025	1
<b>Total for Paustis Wine Company</b>			<b>1,516.50</b>			
<b><u>Peters</u></b>						
Peters	Non-departmental	Refund Check 018861-000, 100 S Prairie Ave	0.60	168246	04/01/2025	1
Peters	Non-departmental	Refund Check 018861-000, 100 S Prairie Ave	0.06	168246	04/01/2025	1
Peters	Non-departmental	Refund Check 018861-000, 100 S Prairie Ave	1.60	168246	04/01/2025	1
Peters	Non-departmental	Refund Check 018861-000, 100 S Prairie Ave	0.60	168246	04/01/2025	1
<b>Total for Peters</b>			<b>2.86</b>			
<b><u>Phillips Wine &amp; Spirits</u></b>						
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	703.70	168299	04/03/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	21.78	168299	04/03/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	1,393.80	168299	04/03/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	23.76	168502	04/17/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	254.22	168502	04/17/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	7,161.58	168502	04/17/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	-1.98	168299	04/03/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	5.94	168502	04/17/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	68.00	168299	04/03/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	-138.00	168299	04/03/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	122.76	168502	04/17/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	142.10	168502	04/17/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	-47.52	168299	04/03/2025	1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	27.72	168299	04/03/2025	1



**Accounts Payable**  
**Check Approval List - City Council**

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	564.30	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	487.20	168502	04/17/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	2,107.26	168502	04/17/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	238.50	168502	04/17/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	37.62	168502	04/17/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	324.55	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	6.93	168502	04/17/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	-49.60	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	161.70	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	1.98	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Beer	437.90	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	68.00	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Pop/Mix	56.65	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	23.76	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	8,240.83	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Wine	578.70	168502	04/17/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	-134.64	168299	04/03/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Liquor	330.30	168502	04/17/2025 1
Phillips Wine & Spirits	Liquor - Mdse for Resale	Freight	17.82	168502	04/17/2025 1
<b>Total for Phillips Wine &amp; Spirits</b>			<b>23,237.62</b>		
<b><u>Photo Press</u></b>					
Photo Press	Other General Gov't	Fin Charges	33.17	168422	04/15/2025 1
Photo Press	Planning & Zoning	Full Time Planning & Zoning Position	108.00	168422	04/15/2025 1
Photo Press	Planning & Zoning	Full Time Planning & Zoning Position	108.00	168422	04/15/2025 1
<b>Total for Photo Press</b>			<b>249.17</b>		
<b><u>Pioneer Athletics</u></b>					
Pioneer Athletics	Parks	Pickle Ball Nets	1,103.37	168547	04/22/2025 1
<b>Total for Pioneer Athletics</b>			<b>1,103.37</b>		
<b><u>Police Dept/ Petty Cash</u></b>					
Police Dept/ Petty Cash	Crime Control & Investigation	Postage to Mail Certified Pkgs to MN BCA St Paul, MN	30.98	168231	03/28/2025 1
<b>Total for Police Dept/ Petty Cash</b>			<b>30.98</b>		
<b><u>Powerplan</u></b>					
Powerplan	Road & Bridge Equipment	Limit Switches #150	400.31	168387	04/10/2025 1
<b>Total for Powerplan</b>			<b>400.31</b>		
<b><u>Prairieland Solid Waste Mgmnt</u></b>					
Prairieland Solid Waste Mgmnt	Crime Control & Investigation	Refuse Removal FMP22-7408 or FMP23-8933 (Boat)	97.14	168388	04/10/2025 1
Prairieland Solid Waste Mgmnt	Garbage Collection	March 2024 Refuse Removal	485.70	168280	04/02/2025 1
<b>Total for Prairieland Solid Waste Mgmnt</b>			<b>582.84</b>		
<b><u>Pritts-Steuber Electric Motors, Inc</u></b>					
Pritts-Steuber Electric Motors, Inc	Airport	Airport Coupling	50.00	168423	04/15/2025 1
<b>Total for Pritts-Steuber Electric Motors, Inc</b>			<b>50.00</b>		
<b><u>Profinium Inc.</u></b>					
Profinium Inc.	Crime Control & Investigation	Subpoena FMP25-1676	32.25	168281	04/02/2025 1

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
		<b>Total for</b>	<b>Profinium Inc.</b>	<b>32.25</b>	
<b><u>Public Utilities Commission</u></b>					
Public Utilities Commission	Street Lighting	April 2025 Utilities	14.19	168489	04/16/2025 1
Public Utilities Commission	Street Lighting	April 2025 Utilities	4,055.29	168489	04/16/2025 1
Public Utilities Commission	Street Lighting	April 2025 Utilities	2,451.05	168489	04/16/2025 1
Public Utilities Commission	Fire Fighting	April 2025 Utilities	126.65	168489	04/16/2025 1
Public Utilities Commission	Fire Fighting	April 2025 Utilities	45.58	168489	04/16/2025 1
Public Utilities Commission	Fire Fighting	April 2025 Utilities	21.37	168489	04/16/2025 1
Public Utilities Commission	Fire Fighting	April 2025 Utilities	341.25	168489	04/16/2025 1
Public Utilities Commission	Animal Control	April 2025 Utilities	155.46	168489	04/16/2025 1
Public Utilities Commission	Animal Control	April 2025 Utilities	385.69	168489	04/16/2025 1
Public Utilities Commission	Animal Control	April 2025 Utilities	62.13	168489	04/16/2025 1
Public Utilities Commission	Animal Control	April 2025 Utilities	17.41	168489	04/16/2025 1
Public Utilities Commission	Airport	April 2025 Utilities	2,229.66	168489	04/16/2025 1
Public Utilities Commission	Airport	April 2025 Utilities	64.30	168489	04/16/2025 1
Public Utilities Commission	Airport	April 2025 Utilities	238.50	168489	04/16/2025 1
Public Utilities Commission	Lake Restoration	April 2025 Utilities	95.45	168489	04/16/2025 1
Public Utilities Commission	Airport	April 2025 Electric Utilites D Hangar Airport	68.99	168489	04/16/2025 1
Public Utilities Commission	Airport	April 2025 Utilities	1,315.09	168489	04/16/2025 1
Public Utilities Commission	Library	April 2025 Utilities	1,365.10	168489	04/16/2025 1
Public Utilities Commission	Library	April 2025 Utilities	21.21	168489	04/16/2025 1
Public Utilities Commission	Library	April 2025 Utilities	104.73	168489	04/16/2025 1
Public Utilities Commission	Library	April 2025 Utilities	45.58	168489	04/16/2025 1
Public Utilities Commission	SMEC Building	April 2025 Utilities	144.05	168489	04/16/2025 1
Public Utilities Commission	SMEC Building	April 2025 Utilities	45.58	168489	04/16/2025 1
Public Utilities Commission	SMEC Building	April 2025 Utilities	4,406.96	168489	04/16/2025 1
Public Utilities Commission	Liquor Store	April 2025 Utilities	55.88	168489	04/16/2025 1
Public Utilities Commission	Liquor Store	April 2025 1755 Center Crk Dr Liquor Store Sprinkler	79.50	168489	04/16/2025 1
Public Utilities Commission	Liquor Store	April 2025 Utilities	45.58	168489	04/16/2025 1
Public Utilities Commission	Liquor Store	April 2025 Utilities	93.80	168489	04/16/2025 1
Public Utilities Commission	Liquor Store	April 2025 Utilities	1,747.92	168489	04/16/2025 1
Public Utilities Commission	Paved Streets	April 2025 Electric Utilities 801 E Margaret St	760.12	168489	04/16/2025 1
Public Utilities Commission	Paved Streets	April 2025 Utilities	32.15	168489	04/16/2025 1
Public Utilities Commission	Paved Streets	April 2025 Utilities	79.50	168489	04/16/2025 1
Public Utilities Commission	Aquatic Park	April 2025 Utilities	62.10	168489	04/16/2025 1
Public Utilities Commission	Aquatic Park	April 2025 Utilities	32.15	168489	04/16/2025 1
Public Utilities Commission	Aquatic Park	April 2025 Utilities	183.63	168489	04/16/2025 1
Public Utilities Commission	Aquatic Park	April 2025 Utilities	79.50	168489	04/16/2025 1
Public Utilities Commission	Paved Streets	April 2025 Utilities	34.98	168489	04/16/2025 1
Public Utilities Commission	Paved Streets	April 2025 Utilities	160.15	168489	04/16/2025 1
Public Utilities Commission	Parking Lots	April 2025 Utilities	245.63	168489	04/16/2025 1
Public Utilities Commission	Parking Lots	April 2025 Utilities	181.41	168489	04/16/2025 1
Public Utilities Commission	Central Garage	April 2025 Electric Utilities 801 E Margaret St	247.47	168489	04/16/2025 1



# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Public Utilities Commission	Central Garage	April 2025 Utilities	3.17	168489	04/16/2025 1
Public Utilities Commission	General Government Buildings	April 2025 Utilities	35.62	168489	04/16/2025 1
Public Utilities Commission	General Government Buildings	April 2025 Utilities	2,578.66	168489	04/16/2025 1
Public Utilities Commission	General Government Buildings	April 2025 Utilities	45.58	168489	04/16/2025 1
Public Utilities Commission	General Government Buildings	April 2025 Utilities	95.33	168489	04/16/2025 1
Public Utilities Commission	Parks	April 2025 Utilities	1,467.80	168489	04/16/2025 1
Public Utilities Commission	Parks	April 2025 Utilities	498.53	168489	04/16/2025 1
Public Utilities Commission	Parks	April 2025 Sewer Utilities 801 E Margaret St	62.65	168489	04/16/2025 1
Public Utilities Commission	Parks	April 2025 Electric Utilities 801 E Margaret St	760.12	168489	04/16/2025 1
Public Utilities Commission	Parks	April 2025 Storm Sewer Utilities 801 E Margaret St	15.83	168489	04/16/2025 1
Public Utilities Commission	Parks	April 2025 Utilities	1,193.64	168489	04/16/2025 1
Public Utilities Commission	Parks	April 2025 Water Utilities 801 E Margaret St	156.30	168489	04/16/2025 1
Public Utilities Commission	Parks	April 2025 Utilities	2,806.84	168489	04/16/2025 1
<b>Total for Public Utilities Commission</b>			<b>31,662.81</b>		
<b>Quade</b>					
Quade	Police Administration	Crime Reporting 2 Day Training Course BCA St Paul 03/24 to 03/26	388.75	0	04/10/2025 1
<b>Total for Quade</b>			<b>388.75</b>		
<b>Quest Diagnostics</b>					
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Campbell	132.68	168424	04/15/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Iverson	132.68	168424	04/15/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Whitmore	132.68	168424	04/15/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Cress	132.68	168424	04/15/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Hargan	132.68	168490	04/16/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Nawrocki	132.68	168424	04/15/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Wokasch	132.68	168490	04/16/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Freeman	132.68	168424	04/15/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Toomer	132.68	168424	04/15/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Hilpipre	132.68	168424	04/15/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical Horst	132.68	168490	04/16/2025 1
Quest Diagnostics	Fire Fighting	Fire Fighter Physical J Miller	132.68	168424	04/15/2025 1
<b>Total for Quest Diagnostics</b>			<b>1,592.16</b>		
<b>Red Bull Distribution Company</b>					
Red Bull Distribution Company	Liquor - Mdse for Resale	Pop/Mix	252.00	168300	04/03/2025 1
<b>Total for Red Bull Distribution Company</b>			<b>252.00</b>		
<b>Reserve Account</b>					
Reserve Account	Fire Fighting	Prepaid Postage for Postage Meter	100.00	168551	04/22/2025 1
Reserve Account	Planning & Zoning	Prepaid Postage for Postage Meter	125.00	168551	04/22/2025 1
Reserve Account	Data Processing	Prepaid Postage for Postage Meter	75.00	168551	04/22/2025 1
Reserve Account	Airport	Prepaid Postage for Postage Meter	125.00	168551	04/22/2025 1
Reserve Account	Lake Restoration	Prepaid Postage for Postage Meter	75.00	168551	04/22/2025 1
Reserve Account	Crime Control & Investigation	Prepaid Postage for Postage Meter	75.00	168551	04/22/2025 1
Reserve Account	Director of Finance	Prepaid Postage for Postage Meter	125.00	168551	04/22/2025 1
Reserve Account	Police Administration	Prepaid Postage for Postage Meter	50.00	168551	04/22/2025 1

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Reserve Account	Recording & Reporting	Prepaid Postage for Postage Meter	125.00	168551	04/22/2025 1
Reserve Account	Building Inspection	Prepaid Postage for Postage Meter	125.00	168551	04/22/2025 1
Reserve Account	Liquor Store	Prepaid Postage for Postage Meter	75.00	168551	04/22/2025 1
Reserve Account	Paved Streets	Prepaid Postage for Postage Meter	50.00	168551	04/22/2025 1
Reserve Account	Parks	Prepaid Postage for Postage Meter	100.00	168551	04/22/2025 1
Reserve Account	Parking Lots	Prepaid Postage for Postage Meter	75.00	168551	04/22/2025 1
Reserve Account	City Manager	Prepaid Postage for Postage Meter	125.00	168551	04/22/2025 1
Reserve Account	Economic Development	Prepaid Postage for Postage Meter	125.00	168551	04/22/2025 1
Reserve Account	Engineering	Prepaid Postage for Postage Meter	275.00	168551	04/22/2025 1
<b>Total for Reserve Account</b>			<b>1,825.00</b>		
<b><u>Richards Auto Repair</u></b>					
Richards Auto Repair	Crime Control & Investigation	4 Tires Squad #5	597.48	168425	04/15/2025 1
<b>Total for Richards Auto Repair</b>			<b>597.48</b>		
<b><u>Ritter Aq. Inc.</u></b>					
Ritter Aq. Inc.	Parks	Sprayer Parts #818 Park Dept	57.06	168552	04/22/2025 1
<b>Total for Ritter Aq. Inc.</b>			<b>57.06</b>		
<b><u>River Bend Business Products</u></b>					
River Bend Business Products	Parks	Office Supplies City Hall	6.44	168491	04/16/2025 1
River Bend Business Products	Parks	Office Supplies City Hall	1.88	168553	04/22/2025 1
River Bend Business Products	Human Resources	Push Pins Human Resources	1.57	168491	04/16/2025 1
River Bend Business Products	Engineering	Office Supplies City Hall	5.17	168553	04/22/2025 1
River Bend Business Products	Engineering	Office Supplies Upstairs City Hall	72.68	168491	04/16/2025 1
River Bend Business Products	Engineering	Office Supplies City Hall	17.71	168491	04/16/2025 1
River Bend Business Products	Crime Control & Investigation	Office Supplies City Hall	1.41	168553	04/22/2025 1
River Bend Business Products	Crime Control & Investigation	Office Supplies City Hall	4.83	168491	04/16/2025 1
River Bend Business Products	Planning & Zoning	Office Supplies Upstairs City Hall	72.68	168491	04/16/2025 1
River Bend Business Products	Planning & Zoning	Office Supplies City Hall	8.05	168491	04/16/2025 1
River Bend Business Products	Planning & Zoning	Office Supplies City Hall	2.35	168553	04/22/2025 1
River Bend Business Products	Fire Fighting	Office Supplies City Hall	6.44	168491	04/16/2025 1
River Bend Business Products	Fire Fighting	Office Supplies City Hall	1.88	168553	04/22/2025 1
River Bend Business Products	Lake Restoration	Office Supplies City Hall	0.94	168553	04/22/2025 1
River Bend Business Products	Lake Restoration	Office Supplies City Hall	3.22	168491	04/16/2025 1
River Bend Business Products	Airport	Office Supplies City Hall	8.05	168491	04/16/2025 1
River Bend Business Products	Airport	Office Supplies City Hall	2.35	168553	04/22/2025 1
River Bend Business Products	Data Processing	Office Supplies City Hall	4.83	168491	04/16/2025 1
River Bend Business Products	Data Processing	Office Supplies City Hall	1.41	168553	04/22/2025 1
River Bend Business Products	Economic Development	Office Supplies City Hall	1.41	168553	04/22/2025 1
River Bend Business Products	Economic Development	Office Supplies Upstairs City Hall	72.68	168491	04/16/2025 1
River Bend Business Products	Economic Development	Office Supplies City Hall	4.83	168491	04/16/2025 1
River Bend Business Products	City Manager	Office Supplies City Hall	8.05	168491	04/16/2025 1
River Bend Business Products	City Manager	Office Supplies City Hall	2.35	168553	04/22/2025 1
River Bend Business Products	City Manager	Office Supplies Upstairs City Hall	72.68	168491	04/16/2025 1
River Bend Business Products	Parking Lots	Office Supplies City Hall	3.22	168491	04/16/2025 1

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
River Bend Business Products	Parking Lots	Office Supplies City Hall	0.94	168553	04/22/2025 1
River Bend Business Products	Liquor Store	Office Supplies City Hall	3.22	168491	04/16/2025 1
River Bend Business Products	Liquor Store	Office Supplies City Hall	0.94	168553	04/22/2025 1
River Bend Business Products	Paved Streets	Office Supplies City Hall	3.22	168491	04/16/2025 1
River Bend Business Products	Paved Streets	Office Supplies City Hall	0.94	168553	04/22/2025 1
River Bend Business Products	Recording & Reporting	Office SUpplies Upstairs City Hall	72.67	168491	04/16/2025 1
River Bend Business Products	Recording & Reporting	Office Supplies City Hall	2.35	168553	04/22/2025 1
River Bend Business Products	Recording & Reporting	Office Supplies City Hall	8.05	168491	04/16/2025 1
River Bend Business Products	Director of Finance	Office Supplies City Hall	8.05	168491	04/16/2025 1
River Bend Business Products	Director of Finance	Office Supplies City Hall	2.35	168553	04/22/2025 1
River Bend Business Products	Building Inspection	Office Supplies City Hall	8.05	168491	04/16/2025 1
River Bend Business Products	Building Inspection	Office SUpplies Upstairs City Hall	72.68	168491	04/16/2025 1
River Bend Business Products	Building Inspection	Office Supplies City Hall	2.35	168553	04/22/2025 1
River Bend Business Products	Police Administration	Office Supplies City Hall	0.94	168553	04/22/2025 1
River Bend Business Products	Police Administration	Office Supplies City Hall	3.22	168491	04/16/2025 1
		<b>Total for River Bend Business Products</b>	<b>579.08</b>		
<b>Robert J Siems, Sr., Investments, L.L.P</b>					
Robert J Siems, Sr., Investments, L.L.P	Mayor & Council	Payment for Gateway Sign April 2025	700.00	168426	04/15/2025 1
		<b>Total for Robert J Siems, Sr., Investments, L.L.P</b>	<b>700.00</b>		
<b>Rogge</b>					
Rogge	Non-departmental	Refund Check 019408-000, 656 Summit Dr #5	0.14	168247	04/01/2025 1
Rogge	Non-departmental	Refund Check 019408-000, 656 Summit Dr #5	0.36	168247	04/01/2025 1
Rogge	Non-departmental	Refund Check 019408-000, 656 Summit Dr #5	0.14	168247	04/01/2025 1
		<b>Total for Rogge</b>	<b>0.64</b>		
<b>Roiger</b>					
Roiger	Road & Bridge Equipment	Labor to R & R Front Differential #121 Loader	2,750.00	168554	04/22/2025 1
		<b>Total for Roiger</b>	<b>2,750.00</b>		
<b>RTT Mobile Interpretation</b>					
RTT Mobile Interpretation	Crime Control & Investigation	Minutes Used March 2025	58.40	168427	04/15/2025 1
		<b>Total for RTT Mobile Interpretation</b>	<b>58.40</b>		
<b>Serena Totzke-Johnson</b>					
Serena Totzke-Johnson	Fire Fighting	EMR Initial Training Blended Online 2024/2025 Algarra, Textbook	575.00	168283	04/02/2025 1
		<b>Total for Serena Totzke-Johnson</b>	<b>575.00</b>		
<b>Share Corporation</b>					
Share Corporation	Central Garage	Rust Converter, Four Way Action, Cut-Off Wheels	592.11	168232	03/28/2025 1
		<b>Total for Share Corporation</b>	<b>592.11</b>		
<b>Snap on Industrial</b>					
Snap on Industrial	Central Garage	SHLF80AO Ratchet Orange Grip	154.75	168555	04/22/2025 1
Snap on Industrial	Central Garage	12" Pry Bar	36.51	168555	04/22/2025 1
		<b>Total for Snap on Industrial</b>	<b>191.26</b>		
<b>Snyder Logging &amp; Tree Service</b>					
Snyder Logging & Tree Service	Paved Streets	Removal of 52 trees along Blvds within the City of Fmt. Stumps	28,190.00	168428	04/15/2025 1
		<b>Total for Snyder Logging &amp; Tree Service</b>	<b>28,190.00</b>		

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>Soldo Consulting, P.C.</u></b>					
Soldo Consulting, P.C.	Other General Gov't	City of Fmt Investigation Matter 09/10 to 11/19/2024	4,403.60	168284	04/02/2025 1
		<b>Total for Soldo Consulting, P.C.</b>	<b>4,403.60</b>		
<b><u>Southern Glazer's Wine &amp; Spirits of MN</u></b>					
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	4,247.42	168301	04/03/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	924.54	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	31.26	168301	04/03/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	531.60	168301	04/03/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	32.81	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	68.20	168301	04/03/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	1,307.08	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	26.45	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	15.76	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	68.85	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	825.31	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	4,174.90	168301	04/03/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	23.25	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	2,145.61	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	1,877.56	168301	04/03/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Wine	469.32	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	74.66	168301	04/03/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Liquor	5,886.40	168503	04/17/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	14.34	168301	04/03/2025 1
Southern Glazer's Wine & Spirits of MN	Liquor - Mdse for Resale	Freight	12.53	168503	04/17/2025 1
		<b>Total for Southern Glazer's Wine &amp; Spirits of MN</b>	<b>22,757.85</b>		
<b><u>Squeegee Brothers</u></b>					
Squeegee Brothers	Airport	April 2025 Window Cleaning Out & Entry Airport	100.00	168429	04/15/2025 1
Squeegee Brothers	Library	April 2025 Window Cleaning Library	170.00	168429	04/15/2025 1
Squeegee Brothers	General Government Buildings	Window Cleaning City Hall 02/10 to 03/07/25. Quarterly In & Up	665.00	168233	03/28/2025 1
Squeegee Brothers	General Government Buildings	Window Cleaning 03/10 to 04/04/2025 City Hall Outside	90.00	168429	04/15/2025 1
		<b>Total for Squeegee Brothers</b>	<b>1,025.00</b>		
<b><u>St Cloud State University</u></b>					
St Cloud State University	Recording & Reporting	2025 MN Municipal Clerks Institute 05/05/ to 05/09/2025	440.00	168234	03/28/2025 1
		<b>Total for St Cloud State University</b>	<b>440.00</b>		
<b><u>Steuber</u></b>					
Steuber	Recording & Reporting	MCFOA Annual Conference 03/20 to 03/21/2025 Brooklyn Center, MN	64.00	0	04/02/2025 1
		<b>Total for Steuber</b>	<b>64.00</b>		
<b><u>Stevens</u></b>					
Stevens	Crime Control & Investigation	2025 Safety Eyewear Reimbursement	300.00	0	03/28/2025 1
		<b>Total for Stevens</b>	<b>300.00</b>		
<b><u>Streicher's</u></b>					
Streicher's	Crime Control & Investigation	Holster Officer C Davis	199.99	168235	03/28/2025 1
Streicher's	Fiscal Sponsor	Conversion Kit 40MM NonLethal Grenade Launcher HEAT Team	559.99	168556	04/22/2025 1

# Accounts Payable Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b>Total for Streicher's</b>			<b>759.98</b>		
<b><u>Summit Fire Protection</u></b>					
Summit Fire Protection	Library	Annual Spinkler & Backflow Preventer Inspections Library	311.00	168430	04/15/2025 1
<b>Total for Summit Fire Protection</b>			<b>311.00</b>		
<b><u>Superior Vision Insurance Inc NGLIC</u></b>					
Superior Vision Insurance Inc NGLIC	Health Insurance	April 2025 Vision Premiums	645.73	168285	04/02/2025 1
<b>Total for Superior Vision Insurance Inc NGLIC</b>			<b>645.73</b>		
<b><u>Tactical Police Gear LLC</u></b>					
Tactical Police Gear LLC	Crime Control & Investigation	Ammo	3,400.00	168236	03/28/2025 1
<b>Total for Tactical Police Gear LLC</b>			<b>3,400.00</b>		
<b><u>Tactical Solutions</u></b>					
Tactical Solutions	Crime Control & Investigation	Certification of Radar Units & Tuning Forks (8)	330.85	168389	04/10/2025 1
<b>Total for Tactical Solutions</b>			<b>330.85</b>		
<b><u>Taft Stettinius &amp; Hollister LLP</u></b>					
Taft Stettinius & Hollister LLP	Other General Gov't	Community Center Financing	18,275.00	168557	04/22/2025 1
<b>Total for Taft Stettinius &amp; Hollister LLP</b>			<b>18,275.00</b>		
<b><u>Tallgrass Cider</u></b>					
Tallgrass Cider	Liquor - Mdse for Resale	Beer	120.00	168504	04/17/2025 1
<b>Total for Tallgrass Cider</b>			<b>120.00</b>		
<b><u>TCB Innovations LLC</u></b>					
TCB Innovations LLC	Parks	80" EZ Step Post, Green (102), EZ Ring 8" (102) Releaf Grant	1,444.34	168492	04/16/2025 1
<b>Total for TCB Innovations LLC</b>			<b>1,444.34</b>		
<b><u>Technology Solutions &amp; Associates, LI</u></b>					
Technology Solutions & Associates, LLC	Other General Gov't	Professional & Confidential Services	8,332.96	168286	04/02/2025 1
<b>Total for Technology Solutions &amp; Associates, LI</b>			<b>8,332.96</b>		
<b><u>Texas Refinery Corp.</u></b>					
Texas Refinery Corp.	Central Garage	Moly 880 C & C #2 Grease 2 Cases	1,055.00	168431	04/15/2025 1
<b>Total for Texas Refinery Corp.</b>			<b>1,055.00</b>		
<b><u>Thate</u></b>					
Thate	Other General Gov't	Chopping Stalks & Deep Till City Owned Ag Land	190.75	168390	04/10/2025 1
<b>Total for Thate</b>			<b>190.75</b>		
<b><u>The Boat House</u></b>					
The Boat House	Parks	Hydrofoil Dock Accessing	49.00	168391	04/10/2025 1
<b>Total for The Boat House</b>			<b>49.00</b>		
<b><u>Titan Machinery</u></b>					
Titan Machinery	Road & Bridge Equipment	Ball, Ring, Locking #127	255.15	168392	04/10/2025 1
Titan Machinery	Road & Bridge Equipment	8605784C Freight	-50.00	168392	04/10/2025 1
Titan Machinery	Road & Bridge Equipment	Equipment Repairs #127	3,404.05	168392	04/10/2025 1
Titan Machinery	Road & Bridge Equipment	Reman Starter #127	683.74	168392	04/10/2025 1
<b>Total for Titan Machinery</b>			<b>4,292.94</b>		
<b><u>Tonneson</u></b>					
Tonneson	Building Inspection	March 2025 Building Offical Services	1,920.00	0	04/02/2025 1
<b>Total for Tonneson</b>			<b>1,920.00</b>		

# Accounts Payable

## Check Approval List - City Council

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
<b><u>Tow Distributing</u></b>					
Tow Distributing	Liquor - Mdse for Resale	Beer	17,786.99	168302	04/03/2025 1
Tow Distributing	Liquor - Mdse for Resale	Beer	39,097.88	168505	04/17/2025 1
Tow Distributing	Liquor - Mdse for Resale	Liquor	1,805.33	168302	04/03/2025 1
Tow Distributing	Liquor - Mdse for Resale	Wine	52.15	168505	04/17/2025 1
Tow Distributing	Liquor - Mdse for Resale	Liquor	1,325.46	168505	04/17/2025 1
<b>Total for Tow Distributing</b>			<b>60,067.81</b>		
<b><u>Truck Center Companies East LLC</u></b>					
Truck Center Companies East LLC	Garbage Collection	ABS Controller Repair #552	3,687.51	168393	04/10/2025 1
Truck Center Companies East LLC	Garbage Collection	Slack ABA 1.5-28 x 5.5 #552	-258.52	168393	04/10/2025 1
Truck Center Companies East LLC	Garbage Collection	Brk Chamber T30/30 LS Sealed #552	113.00	168393	04/10/2025 1
Truck Center Companies East LLC	Garbage Collection	Slack ABA 1.5-28 x 5.5 #552	387.78	168393	04/10/2025 1
Truck Center Companies East LLC	Central Garage	Fuel Filters	726.84	168393	04/10/2025 1
<b>Total for Truck Center Companies East LLC</b>			<b>4,656.61</b>		
<b><u>Truman Tribune</u></b>					
Truman Tribune	Liquor Store	2/12 Spring Wedding, National FFA Week 02/19/2025	98.00	168303	04/03/2025 1
<b>Total for Truman Tribune</b>			<b>98.00</b>		
<b><u>ULINE</u></b>					
ULINE	Parks	Cleaning Supplies Park Dept	1,633.75	168432	04/15/2025 1
ULINE	Parks	2 Cases Gatorade Concentrate	193.50	168558	04/22/2025 1
<b>Total for ULINE</b>			<b>1,827.25</b>		
<b><u>United Behavioral Health</u></b>					
United Behavioral Health	Health Insurance	April 2025 EAP Program for Non-Insured Employees CON90000002552	12.81	168494	04/16/2025 1
<b>Total for United Behavioral Health</b>			<b>12.81</b>		
<b><u>USI Consulting Group</u></b>					
USI Consulting Group	Other General Gov't	Actuarial Disclosures & Valuation under GASB 75 Through 03/04/25	3,400.00	168237	03/28/2025 1
<b>Total for USI Consulting Group</b>			<b>3,400.00</b>		
<b><u>Verizon Wireless</u></b>					
Verizon Wireless	Airport	Feb 21 to March 20, 2025 Cell Phone Airport	46.39	168287	04/02/2025 1
Verizon Wireless	Data Processing	Backup Router 02/24 to 03/23/2025	10.02	168394	04/10/2025 1
Verizon Wireless	Planning & Zoning	Feb 21 to March 20, 2025 Cell Phone Planning & Zoning	41.39	168287	04/02/2025 1
Verizon Wireless	Crime Control & Investigation	Feb 21 to March 20, 2025 Cell Phone Police Dept	1,140.87	168287	04/02/2025 1
Verizon Wireless	Aquatic Park	Feb 21 to March 20, 2025 Cell Phone Aquatic Park	46.39	168287	04/02/2025 1
Verizon Wireless	Building Inspection	Feb 21 to March 20, 2025 Cell Phone Bldg Insp	46.39	168287	04/02/2025 1
Verizon Wireless	Paved Streets	Feb 21 to March 20, 2025 Cell Phone Street Dept	46.39	168287	04/02/2025 1
Verizon Wireless	City Manager	Feb 21 to March 20, 2025 Cell Phone City Admin	46.39	168287	04/02/2025 1
Verizon Wireless	Human Resources	Feb 21 to March 20, 2025 Cell Phone Human Resources	41.39	168287	04/02/2025 1
Verizon Wireless	Parks	Feb 21 to March 20, 2025 Cell Phone Park Dept	92.78	168287	04/02/2025 1
Verizon Wireless	Engineering	Feb 21 to March 20, 2025 Cell Phone Engineering Dept	235.60	168287	04/02/2025 1
<b>Total for Verizon Wireless</b>			<b>1,794.00</b>		
<b><u>Vestis</u></b>					
Vestis	Central Garage	Launder Uniforms for Mechanics	50.19	168395	04/10/2025 1
Vestis	Central Garage	Launder Uniforms for Mechanics	51.19	168559	04/22/2025 1



**Accounts Payable**  
**Check Approval List - City Council**

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>
Vestis	Central Garage	Laundry Uniforms for Mechanics	50.19	168433	04/15/2025 1
Vestis	Central Garage	Laundry Uniforms for Mechanics	50.19	168238	03/28/2025 1
Vestis	Parks	Cleaning Supplies Park Dept	25.14	168238	03/28/2025 1
Vestis	Parks	Cleaning Supplies Park Dept	25.14	168395	04/10/2025 1
Vestis	Parks	Cleaning Supplies Park Dept	25.13	168433	04/15/2025 1
Vestis	Parks	Cleaning Supplies Park Dept	25.13	168238	03/28/2025 1
Vestis	Parks	Cleaning Supplies Park Dept	25.13	168563	04/29/2025 1
Vestis	Paved Streets	Cleaning Supplies Street Dept	25.13	168395	04/10/2025 1
Vestis	Paved Streets	Cleaning Supplies Street Dept	25.13	168238	03/28/2025 1
Vestis	Paved Streets	Cleaning Supplies Street Dept	25.14	168563	04/29/2025 1
Vestis	Paved Streets	Cleaning Supplies Street Dept	25.14	168238	03/28/2025 1
Vestis	Paved Streets	Cleaning Supplies Street Dept	25.14	168433	04/15/2025 1
		<b>Total for Vestis</b>	<b>453.11</b>		
<b><u>Viesselman</u></b>					
Viesselman	Human Resources	HR Related Business & Training 03/18 to 04/15/2025	173.39	0	04/22/2025 1
		<b>Total for Viesselman</b>	<b>173.39</b>		
<b><u>Vinocopia, Inc</u></b>					
Vinocopia, Inc	Liquor - Mdse for Resale	Wine	416.00	168506	04/17/2025 1
Vinocopia, Inc	Liquor - Mdse for Resale	Freight	7.50	168506	04/17/2025 1
Vinocopia, Inc	Liquor - Mdse for Resale	Wine	-120.00	168506	04/17/2025 1
		<b>Total for Vinocopia, Inc</b>	<b>303.50</b>		
<b><u>Visit Fairmont</u></b>					
Visit Fairmont	CVB	Lodging Tax Hotel/Motel Feb 25 Due March 2025 \$7,751.34 Less5%	7,363.77	168396	04/10/2025 1
Visit Fairmont	CVB	Lodging Tax for AirBNB/VRBO Feb 25 Due March 2025 \$152.75 Less5%	145.11	168396	04/10/2025 1
		<b>Total for Visit Fairmont</b>	<b>7,508.88</b>		
<b><u>Voss Cleaning Services, Inc.</u></b>					
Voss Cleaning Services, Inc.	Paved Streets	Janitorial & Rug Service April 2025 Park/Street Dept	265.00	168434	04/15/2025 1
Voss Cleaning Services, Inc.	Parks	Janitorial & Rug Service April 2025 Park/Street Dept	265.00	168434	04/15/2025 1
Voss Cleaning Services, Inc.	Fire Fighting	Janitorial Service April 2025 Fire Dept	389.00	168434	04/15/2025 1
Voss Cleaning Services, Inc.	SMEC Building	Cleaning Supplies SMEC	263.69	168434	04/15/2025 1
Voss Cleaning Services, Inc.	SMEC Building	Janitorial Service April 2025 SMEC	1,210.00	168434	04/15/2025 1
Voss Cleaning Services, Inc.	Library	Janitorial Services Library	995.00	168434	04/15/2025 1
Voss Cleaning Services, Inc.	Airport	Janitorial & Rug Service Airport April 2025	316.00	168434	04/15/2025 1
Voss Cleaning Services, Inc.	General Government Buildings	Janitorial & Rug Service City Hall April 2025	814.00	168434	04/15/2025 1
Voss Cleaning Services, Inc.	General Government Buildings	Cleaning Supplies City Hall	241.36	168434	04/15/2025 1
		<b>Total for Voss Cleaning Services, Inc.</b>	<b>4,759.05</b>		
<b><u>Wedel Appraisal, LLC</u></b>					
Wedel Appraisal, LLC	Airport	Agricultural Appraisal Service Airport	5,788.00	168239	03/28/2025 1
Wedel Appraisal, LLC	Parks	Agricultural Appraisal Service Park Dept	1,715.00	168239	03/28/2025 1
		<b>Total for Wedel Appraisal, LLC</b>	<b>7,503.00</b>		
<b><u>Westmor Fluid Solutions, LLC</u></b>					
Westmor Fluid Solutions, LLC	Airport	Maintenance Kit Airport	883.91	168398	04/10/2025 1
		<b>Total for Westmor Fluid Solutions, LLC</b>	<b>883.91</b>		

**Accounts Payable**  
**Check Approval List - City Council**

From: 03/26/2025

To: 04/29/2025



<u>Vendor</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Check Number</u>	<u>Check Date</u>	
<b><u>Wex Health, Inc.</u></b>						
Wex Health, Inc.	Health Insurance	March 2025 Participant Fees	167.75	0	04/17/2025	1
		<b>Total for Wex Health, Inc.</b>	<b>167.75</b>			
<b><u>Wine Merchants</u></b>						
Wine Merchants	Liquor - Mdse for Resale	Freight	23.76	168304	04/03/2025	1
Wine Merchants	Liquor - Mdse for Resale	Freight	1.98	168507	04/17/2025	1
Wine Merchants	Liquor - Mdse for Resale	Freight	-289.98	168304	04/03/2025	1
Wine Merchants	Liquor - Mdse for Resale	Freight	-5.94	168304	04/03/2025	1
Wine Merchants	Liquor - Mdse for Resale	Wine	248.00	168304	04/03/2025	1
Wine Merchants	Liquor - Mdse for Resale	Freight	1.98	168304	04/03/2025	1
Wine Merchants	Liquor - Mdse for Resale	Wine	1,152.00	168304	04/03/2025	1
Wine Merchants	Liquor - Mdse for Resale	Wine	96.00	168507	04/17/2025	1
		<b>Total for Wine Merchants</b>	<b>1,227.80</b>			
<b><u>Wohlraabe</u></b>						
Wohlraabe	Non-departmental	BP Refund	540.65	168288	04/02/2025	1
		<b>Total for Wohlraabe</b>	<b>540.65</b>			
<b><u>Yeager Implement, Inc.</u></b>						
Yeager Implement, Inc.	Road & Bridge Equipment	Glass Door #126	276.35	168399	04/10/2025	1
Yeager Implement, Inc.	Road & Bridge Equipment	Rear Idler, Drive Motor Sprocket, Clamp, #126	2,147.62	168560	04/22/2025	1
Yeager Implement, Inc.	Parks	Flange Bushing, Gear Mount Box #814	1,342.83	168560	04/22/2025	1
		<b>Total for Yeager Implement, Inc.</b>	<b>3,766.80</b>			
<b><u>Zeiger</u></b>						
Zeiger	Liquor Store	Shirts-Per Union Contract	180.00	168561	04/22/2025	1
		<b>Total for Zeiger</b>	<b>180.00</b>			
<b><u>Ziegler, Inc.</u></b>						
Ziegler, Inc.	Road & Bridge Equipment	Yoke As #121	-92.17	168564	04/29/2025	1
Ziegler, Inc.	Road & Bridge Equipment	Parts for Differential #121	879.58	168564	04/29/2025	1
		<b>Total for Ziegler, Inc.</b>	<b>787.41</b>			
			<b>925,519.32</b>			