



City of Fergus Falls Committee of the Whole Agenda

May 10, 2023

7:00 am

City Council Chambers

A. Call to Order

B. Roll Call

C. Discussion Items

1. A Center for the Arts Update
Michael Burgraff
2. Code of Conduct Policy for Elected Officials
Rolf Nycklemoe
Requested Action: Recommendation to the council to adopt a Code of Conduct Policy for Elected Officials
3. Lodging Tax Request from Visit Fergus Falls
Bill Sonmor/Rolando Felizola
Requested Action: Recommendation to the council to direct the City Attorney to modify the municipal tax (or lodging tax) ordinance to include short-term rentals and municipal campgrounds
4. Partial Release of Permanent Utility Easement at 1007 N Tower Road
Brian Yavarow
Requested Action: Recommendation to the council directing the City Engineer and City Attorney to execute the Partial Release of Permanent Utility Easement
5. Fergus Falls Municipal Airport Masterplan and ALP Update
Brian Yavarow
Requested Action: Recommendation to the council to initiate PI 9353, the FFM Airport Masterplan and ALP update; accept HDR's independent fee evaluation professional services proposal in the amount of \$4,000 and accept SEH's professional services proposal in the amount of \$364,200
6. 2023 Sidewalk/Driveway Rates
Brian Yavarow
Requested Action: Recommendation to the council to initiate PI 6080, the 2023 sidewalk/driveway program and approve the 2023 sidewalk assessment rates

7. PI 9502, Old Wastewater Treatment Plant Demolition Project
Brian Yavarow
Requested Action: Recommendation to the council to accept Interstate Engineering's professional services supplemental proposal for design in the amount of \$25,000, ordering the plans and specifications and authorizing staff to prepare the Purchase Agreement between Otter Tail Power Company and the City of Fergus Falls

8. YMCA Lifeguard Agreement for Pebble Lake Beach
Len Taylor
Requested Action: Recommendation to the council to approve a contract with the Fergus Falls YMCA to provide lifeguard services at Pebble Beach for the 2023 season

9. Salt/Sand Storage Building
Len Taylor
Requested Action: Recommendation to the council to approve a contract with Greystone Construction to provide and install a 65' x 84' Atlas L 10 Series building as a salt/sand storage structure

D. Additional Agenda Items

E. Announcements

- | | |
|--------|--|
| May 15 | 5:30 pm City Council meeting |
| May 29 | Most city offices and facilities closed for observance of Memorial Day
Garbage and recycling normally picked up on Monday will move to Tuesday. Tuesday collection will be made on Wednesday May 31 |
| May 31 | 7:00 am Committee of the Whole meeting |

Adjourn to a Special Meeting of the City Council to hear an appeal on the city's recommendation to deny a THC license to Lincoln Vapors

City of Fergus Falls Code of Conduct for Elected Officials, Adopted _____

The Three Rs of Fergus Falls Government Leadership: Roles, Responsibilities and Respect

The Home Rule Charter of the City of Fergus Falls and the Fergus Falls City Code provide information on the more formal duties of Councilmembers, the Mayor and the Acting Mayor. The city's Code of Ethics Policy (adopted as Ordinance 14, Eighth Series in 2021) provides guidance related to conflicts of interest. To further clarify the conduct expectations of Councilmembers and the Mayor, the Council in 2023 adopted a Code of Conduct for Fergus Falls' elected officials. After careful review of the Code of Conduct, the Council has determined that it is in the public interest to amend it as noted herein.

This Code of Conduct is designed to describe the manner in which the Mayor and Councilmembers should treat one another, city staff, consultants, constituents, and others they come into contact with in representing the City of Fergus Falls. It reflects the work of the Mayor and City Council in defining more clearly the behavior, manners, and courtesies that are suitable for various occasions. In concert with this document, the Mayor and City Council may wish to consider policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

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The constant and consistent theme through all of the conduct guidelines is "respect." The Mayor and Councilmembers experience stress in making decisions that impact the lives of the citizens. At times, the impacts of the entire community must be weighed against the impact of only a few. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide the Mayor and Councilmembers to do the right thing in even the most difficult situations.

Overview of Roles & Responsibilities

Other resources that are helpful in defining the roles and responsibilities of elected officials are the Home Rule Charter of the City of Fergus Falls, Fergus Falls City Code, and League of Minnesota Cities resources for elected officials, including the *Handbook for Minnesota Cities* and the *Minnesota Mayors Handbook*, among many other publications.

MAYOR

- Elected “at-large” for a four year term
- Presiding officer of the council (Fergus Falls City Charter, Section 2.07)
- Votes in the event of a tie vote by the City Council (Fergus Falls City Charter, Section 4.03)
- Executes and authenticates ordinances and resolutions (Fergus Falls City Charter, Section 4.04)
- Leads the Council into an effective, cohesive working team

ACTING MAYOR

- Elected by the City Council at their first meeting in January of each year
- (Fergus Falls City Charter, Section 2.08)
- Performs the duties of the Mayor if the Mayor is absent or disabled (Fergus Falls City Charter, Section 2.08)

ALL COUNCIL MEMBERS

All members of the City Council, including the Acting Mayor have equal votes. No Councilmember has more power than any other Councilmember, and all should be treated with equal respect.

All Councilmembers should:

- Fully participate in City Council meetings, meetings of board and committees to which members are appointed, and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
- Prepare in advance of meetings and be familiar with issues on the agenda
- Represent the City at ceremonial functions at the request of the Mayor
- Be respectful of other people’s time
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community
- Inspire public confidence in Fergus Falls city government
- Demonstrate honesty and integrity in every action and statement
- Participate in scheduled activities

Policies & Protocol Related To Conduct

Ceremonial Events

Requests for a City representative at ceremonial events will be directed to the Mayor. The Mayor will serve as the designated City representative. If the Mayor is unavailable, the Acting Mayor will be recommended to serve as the substitute. Invitations received at City Hall are presumed to be for official City representation.

Correspondence Signatures

The Mayor and Councilmembers do not need to acknowledge the receipt of correspondence relating to City business, or copies of such correspondence, during Council meetings. City staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor or the appropriate City staff. If correspondence is addressed or delivered only to the Mayor or to one or more Councilmember, that correspondence must be shared with the rest of the Council.

Endorsement of Candidates and Ballot Initiatives

The Mayor and Councilmembers have the right to endorse candidates for all Council seats, other elected offices, and ballot initiatives by other government bodies. It is inappropriate to include such items on any Council agenda or to mention those endorsements during Council meetings or other official City meetings or functions.

Intergovernmental Relations

The Mayor and Council value intergovernmental relations with neighboring communities and other entities. As a result, the Mayor and Councilmembers should make a concerted effort to attend scheduled meetings with other entities to further promote intergovernmental relations.

Legislative Process

The procedural rules adopted by the City Council will be the governing guide for council proceedings.

Public Meeting Hearing Protocol

The Mayor will determine the meeting protocol on a case-by-case basis, taking into account any legally-required protocols that may apply in certain circumstances. Generally, staff will make an initial presentation and when they have concluded, the Mayor will open the public hearing. At that time, the applicant or appellant, if any, shall be given the opportunity to speak first. In situations where there is no applicant or appellant, members of the public will be invited to speak in any order deemed appropriate by the Mayor. If deemed necessary by the Mayor, any speaker who has already spoken may be given the opportunity to respond to comments made by others. The Mayor has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly. This includes determining how much time will be allowed for each speaker, with 3 to 5 minutes the standard time granted. The Mayor may also limit presentations of viewpoints that are repetitive of comments that have already been made and may exclude any person who exhibits disorderly conduct or other inappropriate or unlawful behavior. The Mayor may ask the Council if any issues need clarification before the public hearing is closed. The Mayor and Councilmembers

will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by the Mayor and Councilmembers are not appropriate until after the close of the public hearing. The Mayor and Councilmembers should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view. Once the Mayor is satisfied that all information that could be gathered during the public hearing has been gathered, the Mayor shall close the public hearing and resume the Council meeting.

EEO, Discrimination, Harassment and Respectful Workplace

The Mayor and all councilmembers shall be familiar with and adhere to the City's equal employment opportunity, discrimination, sexual and other harassment and respectful workplace policies.

Mayor and Council Conduct with One Another

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as the Mayor and Council may "agree to disagree" on contentious issues.

IN PUBLIC MEETINGS

• Practice civility, professionalism and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, the Mayor and Councilmembers to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threats will be tolerated. The Mayor and Councilmembers should always conduct themselves in a professional manner.

• Honor the role of the Mayor in maintaining order

It is the responsibility of the Mayor to keep the comments of Councilmembers on track during public meetings. Councilmembers should honor efforts by the Mayor to focus discussion on current agenda items. If there is disagreement about the agenda or the Mayor's actions, those objections should be voiced politely and with reason, following procedures outlined in the procedural rules adopted by the Council.

• Avoid personal comments that could offend other Councilmembers

If a Councilmember is personally offended by the remarks of another Councilmember, the offended Councilmember should note their concerns during the meeting and make notes of the actual words used and follow the Council's procedural rules to request the other Councilmember to justify or apologize for the language used. The Mayor will maintain control of this discussion.

• Demonstrate effective problem-solving approaches

The Mayor and Councilmembers have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

- **Be punctual and keep comments relative to topics discussed**

The Mayor and Councilmembers have made a commitment to attend meetings and participate in discussions. Therefore, it is important that the Mayor and Councilmembers be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discussed scheduled issues.

IN PRIVATE ENCOUNTERS

- **Continue respectful behavior in private**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the insecurity of written notes, voicemail messages, e-mail, text messages, “tweets,” and social media**

Technology allows words written or said without much forethought to be distributed wide and far. Before recording or putting something in writing, consider:

- Would you feel comfortable to have this note forwarded to others?
- How would you feel if this voicemail message was played on a speaker phone in a full office?
- What would happen if this e-mail or text message was forwarded to others?
- How would you feel if this comment, image, video, “tweet,” or social media post went “viral” for the world to see and read?
- Written notes, voicemail messages, email and social media posts should be treated as potentially "public" communication. It is the responsibility of the City Council to be aware of and follow the City’s Data Practices Policy and the Minnesota Government Data Practices Act (“MGDPA”).
- If the communication is between Councilmembers, could this conversation or written exchange, including emails, text messages, and other forms of electronic communication violate Minnesota’s Open Meetings Law?

- **Even private conversations can have a public presence**

Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates and arguments will be watched, and casual comments between individuals before and after public meetings noted. Before Council meetings are opened and after they are closed, Councilmembers should avoid any pre- and post-meeting discussions amongst themselves, as such conversations could violate Minnesota’s Open Meetings Law, or at least be perceived as a violation.

Mayor and Council Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the Council’s policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for

the good of the community.

- **Treat all staff as professionals**

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

- **Limit contact to specific City staff**

Questions of City staff and/or requests for additional background information should be directed to the City Administrator, Mayor, or Department Heads. The City Administrator should be copied on or informed of any request.

Requests for follow-up or directions to staff should be made only through the City Administrator. When in doubt about what staff contact is appropriate, Councilmembers should ask the City Administrator or Mayor for direction. Materials supplied to a Councilmember in response to a request will be made available to the Mayor and all members of the Council so that all have equal access to information.

- **Do not disrupt City staff from their jobs**

The Mayor and Councilmembers should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. As a matter of courtesy and effective time management, Councilmembers should schedule appointments with staff in advance.

- **Never publicly criticize an individual employee**

The Mayor and Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Administrator through private correspondence or conversation. Councilmembers must respect the City's employees' right to data privacy under the MGDPA.

- **Do not get involved in administrative functions**

The Mayor and Councilmembers must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

- **Check with City staff on correspondence before taking action**

Before sending correspondence, the Mayor and Councilmembers should check with City staff to see if an official City response has already been sent or is in progress.

- **Do not attend meetings with City staff unless requested by staff.**

Even if the Mayor and/or Councilmember does not say anything, the Mayor and/or Councilmember's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

- **Limit requests for staff support**

Requests for additional staff support – even in high priority or emergency situations – should be made to the City Administrator who is responsible for allocating City resources in order to maintain

a professional, well-run City government.

- **Do not solicit political support from staff**

The Mayor and Councilmembers should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

Mayor and Council Conduct with the Public

IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of the Mayor or individual Councilmembers toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony or comment.

- **Be welcoming to speakers and treat them with care and gentleness**

Speaking in front of the Mayor and Council can be a difficult experience for some people. Some issues the Council undertakes may affect people's daily lives and homes. Some decisions are emotional. The way that the Mayor and Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity. Deescalating a situation will lead to a more productive outcome for all involved and the community as whole.

- **Give the appearance of active listening**

It is disconcerting to speakers to have the Mayor and Council members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

- **Ask for clarification, but avoid debate and argument with the public**

Only the Mayor – not individual Councilmembers – may interrupt a speaker during a presentation. However, using the Council's rules of procedure, a Councilmember may ask the Mayor to address the situation if the speaker is off the topic or exhibiting behavior or language the Councilmember finds disturbing.

If speakers become flustered or defensive by Council questions, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Councilmembers to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Council members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

- **No personal attacks of any kind, under any circumstance**

The Mayor and Councilmembers should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

- **Follow the Council’s rules of procedure in conducting public meetings**

The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to the Council’s rules of procedure. Final rulings on procedural issues are made by the Mayor, subject to the Council’s rules of procedure.

Mayor and Council Conduct In Unofficial Settings

- **Make no promises on behalf of the Council**

The Mayor and Councilmembers will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to express personal feelings or positions on an issue or to give a brief overview of City policy and to refer to City staff or Council for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers, approve a license or permit, install a traffic sign, etc.).

- **Make no personal comments about the Mayor or other Councilmembers**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about the Mayor or other Councilmembers, their opinions and actions.

- **Remember that despite its continued growth, Fergus Falls is a small community at heart**

The Mayor and Councilmembers are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Fergus Falls. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by the Mayor and Councilmembers, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Mayor and Council Conduct with Other Public Agencies

- **Be clear about representing the City or personal interests**

If the Mayor or a Councilmember appears before another governmental agency or organization to give a statement on an issue, the Mayor or Councilmember must clearly state:

- 1) If his or her statement reflects personal opinion or is the official stance of the City;
- 2) Whether this is the majority or minority opinion of the Council, if the Council has taken a position on the matter. Even if the Mayor or Councilmember is representing his or her own personal opinions, remember that this still may reflect upon the Council as an organization and the City as a whole.

If the Mayor or Councilmember is representing the City, the Mayor or Councilmember must support and advocate the official City position on an issue, not a personal viewpoint even if the Councilmember may personally disagree with the City’s official position.

If the Mayor or Councilmember is representing another organization whose position is different from the City, the Mayor or Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the City’s interest. The Mayor and Councilmembers should be clear about which organizations they represent and inform the Mayor and Council of their

involvement.

- **Correspondence also should be equally clear about representation**

City letterhead may be used when the Mayor or Councilmember is representing the City and the City's official position. A copy of official correspondence should be given to the City Administrator to be filed as part of the permanent public record.

City letterhead may not be used for correspondence of the Mayor and Councilmembers representing a personal point of view, or a dissenting point of view from an official Council position.

Mayor and Council Conduct with Boards, Committees and Commissions

The City has established several Boards, Committees, and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the Mayor and City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **If attending a Board or Commission meeting of which the Councilmember is not a member, be careful to only express personal opinions** The Mayor and Councilmembers may attend any Board or Commission meeting, which are always open to any member of the public. However, if the Board or Commission is conducting a public hearing, the Mayor or Councilmember shall remove themselves from the proceedings. The Mayor and Councilmembers should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by the Mayor or a Councilmember at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council. Also, the Mayor or a Councilmember's presence may affect the conduct of the Board or Commission and limit their role and function. In addition, Councilmembers must be cognizant of how their presence impacts any potential quorum of the Council and, therefore, the resulting implications under Minnesota's Open Meeting Law.

- **Limit contact with Board and Commission members**

It is inappropriate for the Mayor or a Councilmember to contact a Board or Commission member to lobby on behalf of an individual, business, or developer. The Mayor and Councilmembers should contact staff in order to clarify a position taken by the Board or Commission.

- **Remember that Boards and Commissions serve the community, not the Mayor or individual Councilmembers**

The Mayor and City Council appoint individuals to serve on Boards and Commissions, and it is the

responsibility of Boards and Commissions to follow policy established by the Council. But Board and Commission members do not report to the Mayor or individual Councilmembers, nor should the Mayor or Councilmembers feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."

- **Be respectful of diverse opinions**

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Mayor and Council with advice based on a full spectrum of concerns and perspectives. The Mayor and Councilmembers must be fair and respectful of all citizens serving on Boards and Commissions.

- **Keep political support away from public forums**

Board and Commission members may offer political support to the Mayor or a Councilmember, but not in a public forum while conducting official duties. Conversely, the Mayor or Councilmembers may support Board and Commission members who are running for office, but not in an official forum in their capacity as the Mayor or a Councilmember.

- **Inappropriate behavior can lead to removal**

Inappropriate behavior by a Board or Commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council which shall decide the appropriate action, which may include removal from the Board or Commission.

Mayor and Council Conduct with the Media

The Mayor and Councilmembers may be contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go "off the record"**

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted. Words that are said cannot be unsaid.

- **The Mayor is the official spokesperson for the representative on City position**

The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

- **Choose words carefully and cautiously**

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, c u r s i n g or word play. When talking to the media, consider the same issues noted in the **In Private Encounters** section above.

Sanctions

• Public Disruption

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

• Inappropriate Staff Behavior

Council members should refer to the City Administrator any City staff who do not follow proper conduct in their dealings with Council members, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.

• Council members Behavior and Conduct

The Mayor or City Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by Council.

1. If the Mayor or a Councilmember believes that another Councilmember or the Mayor has violated this Code of Conduct or the City's Code of Ethics during a meeting of the Council, s/he should call the matter to the offending person's attention at that or a subsequent Council meeting. If the problem continues, it shall be referred to the Mayor (or the Acting Mayor if the complaint is against the Mayor) who will attempt to resolve the matter in private. If the dispute is between the Mayor and the Acting Mayor, the Council shall select one of its other members to attempt to privately resolve the matter. The Mayor (or Acting Mayor or Council's designee, if any) may involve the City Administrator and/or City Attorney to investigate and make recommendations about the dispute. If these private efforts do not resolve the matter, then the Mayor or any member of the Council may bring it before the Council at a duly noted public meeting, at which time the Council shall decide whether or not to proceed with further action as noted in section 3 below.
2. If the Mayor or a Councilmember believes that another Councilmember or the Mayor has violated this Code of Conduct or the City's Code of Ethics at a time other than a meeting of the Council, s/he should call the matter to the offending person's attention and attempt to resolve it privately. If the problem is not resolved or continues after that informal discussion, it may be called to the attention of the Mayor (or the Acting Mayor if it is the Mayor's actions that are being challenged) who shall attempt to privately resolve the matter. If the dispute is between the Mayor and the Acting Mayor, then it shall be referred to the City Attorney who shall attempt to privately resolve the matter. The City Administrator shall be included in these efforts to privately resolve the matter. If these private efforts do not resolve the matter, then the elected official who initiated the complaint may raise it with the City Council at a duly noted public meeting, at which time the Council shall decide whether or not to proceed with further action as noted in section 3 below.
3. If a Code of Conduct or Code of Ethics complaint is raised with the City Council after informal efforts to resolve it have failed as described in 1 or 2 above, then the Council shall, at a duly noted public meeting, consider all available evidence and decide whether sanctions

are warranted, and if so, which sanction(s) to impose. Prior to making this decision, the Council may authorize the City Attorney, City Administrator, and/or other designee to investigate the matter further and to report his or her findings to the Council. The Council may also form an ad hoc committee to look into the matter. If, after considering all evidence presented, the Council determines that sanctions are warranted, the Council may take any and all lawful action it deems appropriate, including: requiring the offending member to undergo training or other appropriate education intended to fix the problem, censure, or terminating appointments to boards, committees and commissions.

Principles of Proper Conduct/Statement of Values

The proper operation of democratic government requires that decision-makers must be independent, impartial and accountable to the people they serve. All elected and appointed officials, City employees and volunteers shall subscribe to the statement below, understand how it applies to their specific responsibilities and practice this conduct and express these values in their work.

Representatives of the City of Fergus Falls.....

- Serve the public interest
- Fulfill the duties and responsibilities of holding public office
- Are forward thinking
- Keep promises
- Are dependable
- Build a solid reputation
- Participate and are available
- Demonstrate patience
- Practice fiscal responsibility
- Show empathy
- Hold onto ethical principles under stress
- Listen attentively
- Study thoroughly
- Keep integrity intact
- Overcome discouragement
- Go above and beyond, time and time again
- Model a professional manner

Proper conduct IS NOT ...

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up divisiveness or controversy
- Acting in a self-righteous manner

It all comes down to respect

Respect for one another as individuals . . . respect for the validity of different opinions . . . respect for the democratic process . . . respect for the community that we serve.

Checklist for Monitoring Conduct/Values

- ✓ Will my decision/statement/action violate the trust, rights or good will of others?
- ✓ What are my interior motives and the spirit behind my actions?
- ✓ If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
- ✓ How would my conduct be evaluated by people whose integrity and character I respect?
- ✓ Even if my conduct is not illegal or unethical, is it done at someone else's expense? Will it destroy their trust in me? Will it harm their reputation?
- ✓ Is my conduct fair? Just? Morally right? If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- ✓ Does my conduct give others reason to trust or distrust me?
- ✓ Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
- ✓ Do I exhibit the same conduct in my private life as I do in my public life?
- ✓ Can I take legitimate pride in the way I conduct myself and the example I set?
- ✓ Do I listen and understand the views of others?
- ✓ Do I question and confront different points of view in a constructive manner?
- ✓ Do I work to resolve differences and come to mutual agreement?
- ✓ Do I support others and show respect for their ideas?
- ✓ Will my conduct cause public embarrassment to someone else or my community?

Identifying and Addressing Conflicts of Interest

So that citizens may have the utmost confidence and trust in the integrity of City government, and to protect the City's interest and its citizen's interests, the Mayor and City Council ("Members") must disclose and avoid conflicts of interest that arise in performing their official duties. To this end, the below principles provide guidance for identifying, addressing, and disclosing conflicts of interest. This guidance supplements, not supplants, the responsibilities Members have under law regarding conflicts of interest. Members should consult with the City Administrator and/or City Attorney with questions or concerns they may have regarding conflicts of interest (whether the conflicts are real or perceived, potential or in existence), and not participate in or take any official action on a matter until such questions or concerns are resolved with the City Administrator or City Attorney.

Identifying Legal Conflicts of Interest

A "legal conflict of interest" exists when, in the discharge of official duties, a Member participates in a governmental decision, action or transaction that:

- a. affects the person's financial interests or those of a business with which the person is associated, unless the effect on the person or business is no greater than on other members of the same business classification, profession, or occupation; or

b. affects the financial interests of an organization in which the person participates as a member of the governing body unless the person serves in that capacity as the City's representative.

Identifying Financial Interests

A financial interest is any interest, including loans, which may yield, directly or indirectly, a monetary or other material benefit to the Member (other than monetary or material benefits authorized by the City in accordance with law). A financial interest of a Member or Member's employer (other than the City), his or her associated business, or his or her spouse, domestic partner, parent, sibling or child, and their employers or associated businesses shall also be considered a financial interest of the Member. The following assets shall not be considered a financial interest for purposes of this section:

- a. ownership of shares in a diversified mutual fund;
- b. membership in a pension plan or employee benefit plan;
- c. ownership of bonds or publicly traded securities; and
- d. ownership of a whole life insurance policy

Addressing Legal Conflicts of Interest

When a legal conflict of interest exists, except as permitted by law, a Member must disclose the potential conflict of interest for the public record (in the manner as set forth below) and refrain from participating in the discussion and from voting on the matter. To participate or participation means making the decision, acting, entering into a transaction, providing advice or a recommendation, introducing, sponsoring, debating, voting on, approving, and investigating the decision, action, or transaction.

A Member shall not participate in making or attempt to use his or her position to influence any City governmental decision, action, or transaction in which the Member knows or has reason to know that he or she has a legal conflict of interest.

Non-Legal Conflicts of Interest

Members may face situations in performing their official duties that raise, or are perceived to raise, a conflict of interest but which do not fall within the above description of a legal conflict of interest and are otherwise not a conflict of interest regulated by law. These types of conflicts are referred to, for purposes of this document, as "non-legal conflicts of interest."

While non-legal conflicts of interest may be different in nature or degree from a legal conflict of interest and other conflicts of interest regulated by law, they can nevertheless impair, or give the appearance of impairing, a Member's independence of judgement and/or harm the City's interests and the interests of the citizens.

The significance of non-legal conflicts of interest often depends on the facts and circumstances involved in each situation, and thus it is difficult to establish bright-line rules regarding when such conflicts must be disclosed and necessitate a Member to refrain from participating in a matter. Therefore, Members are entrusted to use their best judgement regarding such situations with the aim of upholding the principles established under this document and the highest possible standards of ethical conduct, and with the understanding that public disclosure of non-legal conflicts of interest, by itself, helps maintain citizens' trust and confidence in the integrity of City government.

To this end, if a Member recognizes that his or her participation may create a non-legal conflict of interest, he or she should (i) discuss the matter in advance (to the extent possible) and in confidence with the City Administrator and/or City Attorney regarding the appropriate action to take; and/or (ii) disclose the conflict as set forth below and, if necessary, refrain from participating in the matter.

Without limiting the foregoing, a Member may participate in a City governmental decision, action, or transaction involving an organization or entity that the Member, or his or her partner, spouse, partner, domestic partner, sibling, or child is an officer, director, board member, or trustee of, if the Member does not have a legal conflict of interest in the governmental decision, action, or transaction. However, the Member must disclose his or her affiliation with the organization or entity as though it were a legal conflict of interest, as in the manner as set forth below.

Similarly, a Member may participate in a City governmental decision involving a person related by family to the Member, other than his or her parent, spouse, domestic partner, sibling, or child, if the Member does not have a legal conflict of interest in the governmental decision, action, or transaction. However, the Member must disclose his or her relationship with the related person as though it were a legal conflict of interest, in the manner set forth below.

Disclosure of Conflicts of Interest

If a Member, in the discharge of his or her official duties, recognizes that his or her participation in a matter would create a legal conflict of interest, or a non-legal conflict of interest that should or must be disclosed, the Member shall disclose the conflict of interest as follows:

- a. The Member shall disclose the conflict of interest to the City Administrator and his or her fellow Members as soon as he or she becomes aware of the conflict. If a Member becomes aware of a conflict during a meeting of the Council or a committee or board, the Member shall immediately disclose the conflict of interest orally.
- b. In the case of a legal conflict of interest, a Member must also prepare a written statement describing the matter requiring action or decision and the nature of his or her conflict of interest, or as otherwise required by law. In the case of a Council Member, the written statement shall be distributed to the other Council Members and Mayor and filed with the City Administrator. After the first time the Member has orally disclosed a conflict of interest and filed the disclosure form, the Member may subsequently orally disclose a conflict by referring to the filed form. Because Members may not attend all meetings, oral disclosure may consist of the written statement being read into the record by the presiding Member at the first regular meeting after the form has been filed. All written statements shall be filed and distributed within one week after the Member becomes aware of the legal conflict of interest. In the case of non-legal conflicts of interest that a Member discloses, the Member may file a written statement regarding the conflict.
- c. If a Member does not participate in any discussion or vote on a matter due to a conflict of interest, he or she shall be counted present for the purposes of establishing a quorum to carry on the business of the Council, board, or commission, but shall be considered disqualified for the purpose of establishing the number of votes necessary to pass motions, resolutions or ordinances.

Hearing

Any person may file a written complaint with the City Administrator questioning a Member's adherence to the principles of these conflicts of interest. After reviewing the complaint, the Council may hold a public hearing only if: (1) a neutral third-party designated by the City Attorney, advises the Council that the allegations state a legally recognized violation of the law or a legally-recognized conflict of interest; or (2) a neutral third-party designated by the City Attorney, advises the Council that the complaint has been lodged in good faith and that the alleged violation is related to the accused Member's role as a Member. Prior to the hearing, a letter will be sent to the accused Member stating the alleged complaint. At the hearing, the accused Member shall have the opportunity to be heard. If, after the hearing, the Council finds a violation of the principles stated in this Conflict of Interest section, the Council may, by a majority vote, censure the accused Member. The accused Member shall not participate in the Council's decision to censure.

Shared Values Statement

I affirm that I believe in and am committed to upholding the values as stated in this City of Fergus Falls Code of Conduct for Elected Officials.

Signature _____ Date: _____

Printed Name: _____

Refusal to sign City of Fergus Falls Code of Conduct for Elected Officials

Signature _____ Date: _____

Printed Name: _____

This policy was adopted by the Fergus Falls City Council _____, 2023



Council Action Recommendation

Page 1 of 1

Meeting Date: May 10, 2023

Subject: Expand Lodging Tax Collection to Include Short-term Rentals and Municipal Campgrounds

Recommendation: Direct City Attorney to modify the municipal tax (or lodging tax) ordinance to include short-term rentals and municipal campgrounds

Background/Key Points:

Minnesota State Statute allows for the establishment of a lodging tax of up to 3% of gross receipts for lodging of less than 30 days at a hotel, motel, rooming house, tourist court or municipal campground. Per statute, 95% of the proceeds from the tax must be used to fund a local convention or tourism bureau.

The City of Fergus Falls currently collects a 3% lodging tax on hotels and motels but has not extended its collection to include short-term rentals (such as VRBO's and Airbnb's) or its municipal campground. Visit Fergus Falls (the City's convention and tourism bureau) is recommending that the city expand its lodging tax to include short-term rentals and the campground.

This extension would be consistent with other Minnesota cities. In addition, the increased collections would help Visit Fergus Falls to carry out its purpose of advancing the economic impact in Fergus Falls by engaging in the promotion and attraction of the convention and tourism business.

Budgetary Impact: There will be no impact to the city other than a slight increase in the management fee the city retains to collect and remit lodging tax to Visit Fergus Falls.

Originating Department: Finance

Respectfully Submitted: Bill Sonmor, Finance Director on behalf of Rolando Felizola, Visit Fergus Falls Executive Director

Attachments: City Code Section 36



Council Action Recommendation

Page 1 of 1

Meeting Date:

May 10, 2023 – Committee of the Whole

May 15, 2023 – City Council

Subject:

1007 N. Tower Road - Partial Release of Permanent Utility Easement

Recommendation:

- Direct the City Engineer and City Attorney to execute the Partial Release of Permanent Utility Easement

Background/Key Points:

The owner of SCR Solutions located at 1007 N. Tower Road is planning a building addition onto the existing facility due to business growth. The new 80-foot by 125-foot building addition would more than double existing manufacturing space and be attached to the north side of the existing building. If constructed this new building addition would encroach onto a publicly owned permanent utility easement.

Because of this encroachment, the owner of SCR Solutions is requesting a 10-foot easement release. Staff has reviewed the existing permanent utility easement and the adjacent sanitary sewer main. Due to constructed sewer main depths and pipe material type, I have no objection to the width reduction and recommend approving an approximate 10-foot by 185-foot easement release. I mention “approximate” at this time because subsequent legal description has not been completed yet however, the description and the partial release document will ensue if the requested action is acceptable. Please refer to the attached exhibit for further detail.

Previous requests similar in nature, has been executed by resolution.

Budgetary Impact:

The owner of SCR Solutions will be responsible for all costs associated with preparing the necessary documents and recording fees.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

Exhibit - 1007 N. Tower Road

EXHIBIT:
SCR Solutions
1007 N. Tower Road

ASPHALT
SQ. FT. 35,500

Proposed utility
easement release
approx. 10' x 185'

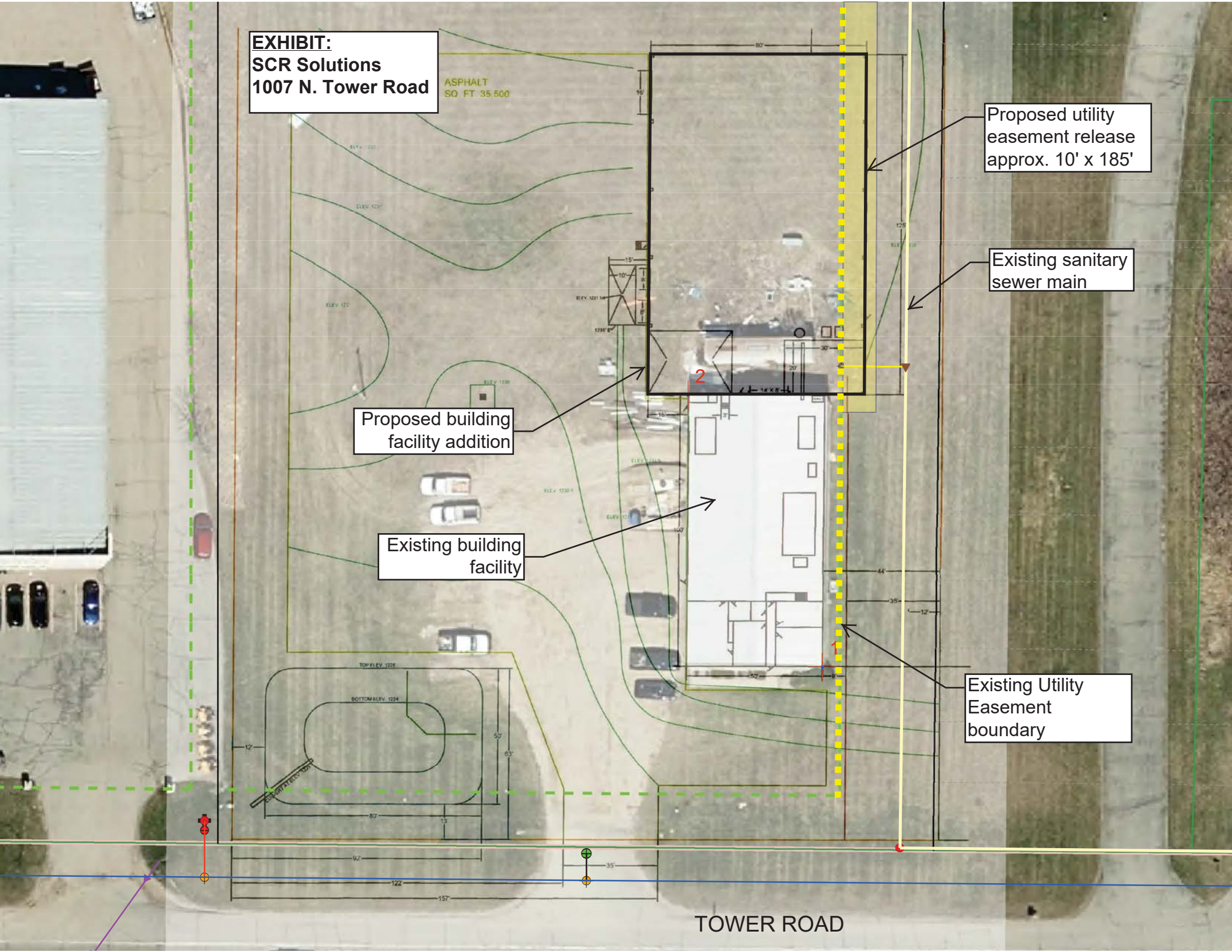
Existing sanitary
sewer main

Proposed building
facility addition

Existing building
facility

Existing Utility
Easement
boundary

TOWER ROAD





Council Action Recommendation

Page 1 of 2

Meeting Date:

May 10, 2023 – Committee of the Whole

May 15, 2023 – City Council

Subject:

FFM Airport Masterplan and ALP (Airport Layout Plan) Update

Recommendation:

- 1) Initiate Public Improvement No. 9353 FFM - Airport Masterplan and ALP Update
- 2) Accept HDR's Independent Fee Evaluation (IFE) professional services proposal in the amount of \$4,000.00
- 3) Accept SEH's FFM Airport Masterplan and ALP Update professional services proposal in the amount of \$364,200.00

Background/Key Points:

The FFM Airport currently has three of four total active improvement projects. The three projects underway are:

PI No. 9349 – 2022 Pavement Maintenance, Apron Repair & Reseal project currently planned for construction to start this summer and completed this fall.

PI No. 9348 – Airport Fuel System Replacement (100 LL) project currently planned for construction to start this summer and completed this fall.

PI No. 9350 - 2022 Airport Automated Weather Observation System (AWOS) Relocation & Replacement Improvement project currently planned for construction to start this summer and completed this fall.

The fourth project, **PI No. 9351** ILS (Instrument Landing System) Replacement, was being actively pursued until the FAA began to question/evaluate the ILS system location and current runway configuration(s) which led to multiple other discussions. Currently, the ILS project is on “hold” until the FFM Airport Masterplan and ALP (Airport Layout Plan) Update is completed and approved by the FAA.

For the past months, SEH has been negotiating the planning work scope requirements with the FAA. SEH has prepared a proposal and fees (attached) to complete this required Airport update. Representatives from SEH (designated Airport consultant) will be in attendance to present and answer questions relating to the recommended Council approvals. The FAA also requires an Independent Fee Evaluation (IFE) be completed as well. I solicited consultants. HDR is willing to complete this analysis for \$4,000.00

This planning update is estimated to take a year to complete.

Budgetary Impact:

The total estimated cost is \$369,200.00. Current funding shares are Federal at 90% (\$332,280.00) and Local at 10% (\$36,920.00). The Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) is the proposed federal funding source. The Airport 456 fund is the local funding source. The originally BIL funds have no state match. Currently, there is not an allocated State funding share however, State Legislation is reviewing this matter however it appears a 5% contribution is a topic the legislature now.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. - City Engineer

Attachments:

Proposal – SEH

ARCHITECT/ENGINEER AGREEMENT
Between

City of Fergus Falls, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Fergus Falls, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Fergus Falls Municipal Airport, entitled:

2023 Master Plan with Airport Layout Plan,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14E, dated September 30, 2014, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:

- 1) Travel and subsistence.

- 2) Computer services.
- 3) Outside professional and technical services.
- 4) Identifiable reproduction and reprographic charges.
- 5) Expendable field supplies and special field equipment rental.
- 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.

- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
 10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and

maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its

principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City of Fergus Falls
c/o City Engineer
City Hall
112 West Washington
Fergus Falls, MN 56538-0868

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

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

City of Fergus Falls, MN

OWNER

Short Elliott Hendrickson Inc.

CONSULTANT

By _____

By  _____

Attest _____

Attachments: A, B, C

Attachment A
Fergus Falls Municipal Airport (FFM)
Master Plan with Airport Layout Plan
Scope of Work
April 2023

General – This Master Plan study, Airports GIS survey, and development of the Airport Layout Plan (ALP), will evaluate the condition and adequacy of the existing facilities, produce 20-year activity forecasts, recommend improvements, and prepare an implementation plan for the recommended development at the Fergus Falls Municipal Airport (FFM).

The last Master Plan and ALP for FFM was approved by the Federal Aviation Administration (FAA) in January 2011 and the sheet updates approved August 13, 2019. The City of Fergus Falls has proposed a near-term project to reconstruct Runway 13/31. The runway, as it exists today, was last reconstructed in 2001. The runway is in fair condition with a Pavement Condition Index (PCI) rating of 66.

The upcoming runway reconstruction project triggered the Master Plan and ALP update. There are existing design deficiencies around the airside infrastructure that need to be evaluated and corrected with the upcoming runway reconstruction project including MnDOT's planned replacement of the Runway 31 Instrument Landing System (ILS). A part of this planning study will be to evaluate how to accomplish the necessary modifications. The planning study update will also evaluate the existing conditions at the airport, document the activity forecasts, analyze facility recommendations and alternatives, and prepare a plan to address the needs at the airport over the next 20 years.

Areas of initial interest include:

1. Aviation Forecasts –The airport sponsor wants to develop activity forecasts to better understand the existing and forecasted users of the airport and their needs. This task will also identify the existing and forecasted future critical aircraft for the airport.
2. Runway Length Evaluation – The existing length of Runway 13/31 is 5,639 feet. The existing runway is due for reconstruction in the near-term. This analysis will 1) determine the recommended runway length supported by the existing critical aircraft having regular use, 2) identify the expected runway project including actions to correct any deficiencies to FAA standards, and 3) develop a realistic runway project funding plan. If regular use isn't available to support the current runway dimensions for FAA funding, SEH will work with the airport sponsor to determine the runway dimensions to be reconstructed and how project funding will be secured. The outcome will identify the proposed project and a specific funding plan to accomplish the project.
3. Evaluation of Runway Environment and Design Standards – This planning study will evaluate the various FAA defined safety areas to update any changes to design standards since the previous planning study was completed. This includes evaluation of the runway intersection configuration and the taxiway system geometry. An action plan will be developed that documents the recommendations and evaluation of alternatives to meet these standards.
4. Hangar Development – The airport sponsor would like to evaluate options for additional corporate and general aviation hangar development. There has been interest in developing additional hangars at the airport. Hangar development will be evaluated to meet these demands and develop a plan for both hangar areas to accommodate any projected growth.
5. Apron Layout – The existing tiedowns and taxilane safety areas do not meet current standards. The layout of the apron area will be evaluated to accommodate the existing

and future critical aircraft. In addition, the existing fueling system has been relocated to the edge of the apron. This will be documented in the upcoming planning study and the layout of the apron area will be evaluated.

6. Pavement Management – Runway 13/31 and the associated taxiway system are noted to be in fair condition. The airport sponsor is looking to identify a long-term, proactive approach, of maintaining, reconstructing, or rehabilitating these pavements. The airport sponsor wishes to identify a phased approach to maintenance including planned funding sources and local funding commitments.
7. Obstruction Removal and Approach Protection - An AGIS survey will be completed as part of the project. Based on the findings of the survey, an Obstacle Action Plan (OAP) will be developed. This OAP will also include any recommendations for areas of easement or land acquisition for mitigation or approach protection.
8. Implementation and Funding Plan – A prioritized long-term development plan will be prepared for a strategic approach to accomplishing airport improvements. This objective includes developing a long-term funding plan for airport improvements and a 20-year Capital Improvement Plan (CIP).
9. ALP and Exhibit A Property Map – The ALP and the Exhibit A Property Map will be updated to Standard Operating Procedures and reflect future airport development plans. An approved Exhibit A Property Map is a requirement for FAA funding and will help the airport sponsor document existing conditions and future development of the airport.
10. AGIS –The Airports Surveying Geographic Information System (Airports GIS) helps the Federal Aviation Administration (FAA) collect airport and aeronautical data to meet the demands of the Next Generation National Airspace System. The AGIS survey effort will assist in developing a basemap for the ALP as well as collect accurate obstruction information.

The Master Plan will include an airport inventory, activity forecasts, airside and landside facility needs, alternative analysis, environmental overview, and an implementation plan. The recommendations from the Master Plan process will be depicted on an ALP.

Project Deliverables – The project deliverables of this scope include the following:

1. Airport Master Plan
2. Airport Layout Plan
3. Exhibit A Property Map
4. AGIS Data Submission

This work scope includes:

Study Element 1: Project Initiation, Coordination and Administration

Task 1.1 – Project Scoping and Contract Development - Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Fergus Falls (Airport Sponsor), MnDOT Aeronautics, and the FAA to develop the appropriate work scope, define tasks, lines of communication and establish project goals and objectives. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the Final Scope of Work and approved fees.

Task 1.2 – Project Coordination - SEH will maintain contact with the City, MnDOT, and the FAA through e-mail, regular mail, phone, and deliverables. The City, MnDOT, and the FAA will have the opportunity to review and comment on the project deliverables. This task includes time to coordinate, meet and build consensus with these groups as needed outside of project meetings.

Task 1.3 – Project Administration – SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties will include preparation of a budget and schedule, preparation of a Project Management Plan, holding monthly internal project team meetings (2-3 people per meeting) to monitor progress, and preparing monthly invoices.

Task 1.4 – Quality Assurance and Control – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports, and other products included in this Scope of Work.

Deliverables: Project scope, agreement, schedule, budget

Study Element 2: Meetings and Stakeholder Engagement

Task 2.1 – Stakeholder Advisory Committee (SAC) Meetings – SEH will work collaboratively with City staff to develop a diverse stakeholder advisory committee that represents the varied stakeholder groups and types.

For each meeting, SEH will prepare meeting invites and coordinate meeting logistics. This task includes time to prepare meeting content and materials in addition to attending and assisting City staff in leading the meetings. Following each meeting, SEH will prepare meeting minutes. Meeting minutes will include any action items identified during the meeting. The meeting minutes will be distributed to the committee and City staff for comments prior to finalization. It is expected that two (2) SEH staff will attend each meeting.

Five (5) meetings are included as part of this task. Tentative topics for each meeting include:

- Meeting 1 – Inventory and forecast chapters
- Meeting 2 – Facility recommendations and alternatives
- Meeting 3 – Refined alternatives discussion
- Meeting 4 – Preferred alternative and CIP
- Meeting 5 – Draft ALP and final report

Task 2.2 – Client Meetings – Up to six (6) meetings with the City, MnDOT, and the FAA are included. The meetings will take place virtually prior to the SAC meetings. It is expected that three (3) SEH staff will attend each meeting.

As needed, review documents will be provided to the meeting attendees two weeks prior to meetings. Focus areas to be discussed at these meetings may include, but are not limited to:

- Inventory and forecast chapters
- Facility recommendations, preliminary alternatives, and Exhibit ‘A’ Property Map findings
- Alternatives – Runway alternatives
- Alternatives – Building Area, Apron and Landside Access
- Alternatives – Selection of the preferred alternatives
- 20-Year CIP
- Final report, ALP and Exhibit A

Task 2.3 – City Council Presentation – This task includes a presentation to the City Council at the end of the Master Plan process. This effort includes time to prepare a summary packet that can be included in meeting materials as well as a presentation. One SEH staff member is expected to attend and present at this meeting.

Task 2.4 – Public Open House – One (1) public informational meeting will be held in conjunction with (on the same day as) meetings already being held with the SAC. The Open House will be held during the alternatives review phase prior to the selection of the final alternative to allow comments from attendees. This task includes the work to prepare for the open house and to document the actions and comments received from open house attendees into the Master Plan report. Two (2) SEH staff will attend the Open House.

Deliverables: Project meeting materials

Study Element 3: Master Plan

The Master Plan (MP) will be prepared in accordance with federal and state guidelines. The following Advisory Circulars (AC) will be utilized, but not limited to, when developing the Master Plan: 150/5300-13B, Airport Design; 150/5060-5, Airport Capacity and Delay; 150/5325-4B, Runway Length Requirements for Airport Design; 150/5340-1M, Standards for Airport Markings; 150/5340-18G, Standards for Airport Sign Systems; 150/5430-30J, Design and Installation Details for Airport Visual Aids; 150/5070-6B, Airport Master Plans. Applicable FAA Job Orders (JO) and Federal Regulations will be referenced when appropriate.

The Master Plan document will include the items outlined below. The City, MnDOT, and the FAA will be given an opportunity to provide comments on each chapter of the Master Plan. These tasks include time to address comments and two rounds of revisions. The deliverable for this element is stated at the end of this section:

Task 3.1 – Airport Inventory – A SEH airports staff member will complete a site visit to inventory the existing facilities on the airport including the runways, taxiways, navigational aids, hangars, all buildings, entrance road, fueling facilities, aircraft aprons, automobile parking, airport equipment, etc. This will include collecting the information necessary for the Runway Safety Area (RSA) inventory. Any non-standard conditions will be included in the report narrative including navigational aids, runway and taxiway design standards, perimeter roads, etc. The access roads around the airport will be evaluated including the access road around the Runway 31 Runway Safety Area. The airport inventory will document the use of each access road and any standards to be met. Existing services including pilot services, airport businesses, etc., will be included. In addition, the built and natural environment, community features, community land use and development plans, the economy, and trends will be documented. This task will include identifying solid waste and recycling efforts currently conducted by the City at the airport. This task includes evaluating nearby airports and the impacts they have on FFM and the role FFM plays locally, in the Minnesota State Aviation System Plans and the National Plan of Integrated Airport Systems (NPIAS).

Task 3.1.1 – User Survey – SEH will conduct a phone call survey/interview of up to eight (8) based aircraft owners, up to five (5) corporate aircraft owners who may use FFM, the existing business operators on the airfield, and airport staff. The interviews will seek to estimate annual operations, the existing and future type of aircraft operating at FFM, and the existing and future facility needs of airport users. The results of the interviews will be documented in the inventory chapter of the Master Plan report. The information will be used for forecasting and alternative analysis.

Task 3.1.2 – Runway Safety Area (RSA) Determination – A topographical survey will be completed over the length of Runways 13/31 and 17/35, including the RSA off each

runway end. The survey will cross section the runways at 100-foot intervals and out to the limits of the RSA on each side. This task includes time for a SEH airport staff member to complete a RSA inventory for each runway, documenting objects in the RSA including the frangibility of the objects. The SEH airport staff member will complete the on-site portion of this task as part of the inventory site visit.

The collected data will be used to determine what areas, if any, do not meet RSA standards. The RSA evaluation will identify and document practicable RSA improvement alternatives for the FAA to consider. The RSA determination form will be completed following FAA Order 5200.8 Appendix 1 and FAA Standard Operating Procedure 8.0. The completed form will be sent to the FAA ADO for their records or required action based on the outcome of the survey.

Task 3.1.3 – Airports Geographic Information System (AGIS) Survey – The purpose of this task is to complete an AGIS survey that follows the FAA AGIS program and the current versions of FAA Advisory Circulars 150/5300-16B, 17C, and 18B. Data collection will be accomplished through a combination of field-survey and remote-sensing technologies. The dataset will include both “safety-critical” (airspace, runway & NAVAID data) and “non-safety-critical” (planimetric & topographic mapping) elements as needed to update the existing information.

AC 150/5300-18B, Table 2-1, Column ‘Airport Layout Plan’ will be used as a basis for determining the specific data collection tasks to be accomplished. Considerations for specific included/excluded tasks will be based on relevance to the airport and through the process of defining the final scope of work.

This information will be used in preparation of the Airport Layout Plan.

This task will be completed by the subconsultant as outlined in the attached Scope provided by Martinez Geospatial with the additional services provided by SEH as outlined in the following subtasks:

Task 3.1.3.1 – FAA Airports-GIS (AGIS) Project Initiation – SEH will provide quality control reviews of the AGIS Statement of Work (SOW) and Imagery/Remote Sensing Plan.

Task 3.1.3.2 – Project Geodetic Control – SEH will provide quality control reviews of the Survey & Quality Control Plan.

Task 3.1.3.3 – Planimetric & Topographic Basemaps – SEH will provide quality control reviews of the data.

Task 3.1.3.4 – Runway & Navigational Aid Surveys – SEH will provide quality control reviews of the data.

Task 3.1.3.5 – Airport Airspace Analysis – SEH will provide quality control reviews.

Task 3.1.3.6 – FAR Part 77 Obstruction Analysis – SEH will provide the ultimate Part 77 surfaces as developed in **Task 5.5** and will create and complete the obstruction analysis for existing, future, and ultimate conditions. The obstruction analysis will include the applicable FAA airport design surfaces as listed in **Task 3.8**. Quality control checks will be completed by SEH in preparation for data use in **Tasks 5.6 through 5.9**.

Task 3.1.3.7 – FAA AGIS Data Processing and Submission – SEH will assist Martinez Geospatial by coordinating sponsor-provided airport information and attribute data for inclusion with/completion of AGIS data. SEH will provide quality control reviews of the completed final survey file and final project report prior to AGIS website upload to the Airport Data Information Portal (ADIP).

Task 3.2 –Activity Forecasts – SEH will prepare independent forecasts of based aircraft and operations by reviewing historical data including economic indicators such as

population and per capita income. The City will supply historic based aircraft and hangar demand data (waiting lists) for the previous 10 years, if available, along with any other available activity data or trend documentation (i.e. fuel sales data, etc.). The FAA will provide data from www.basedaircraft.com. SEH will work with the City to update the National Based Aircraft Inventory records for the airport. The last update was completed in 2019.

Fleet mix, seasonal trends, based and transient aircraft operations, and identification of the existing and forecasted critical aircraft for each runway will be included. Table 4-1 from FAA Order 5090.5, *Formulation of the National Plan of Integrated Airport Systems (NPIAS) and the Airports Capital Improvement Plan (ACIP)*, will be reviewed in association with the data gathered to consider the appropriate methods for forecast evaluations. This includes the following information which will be reviewed and analyzed to develop the based aircraft and operations forecasts at the airport:

- Historic activity levels occurring at the airport such as fuel sales and based aircraft records.
- The FAA's Traffic Flow Management System Count (TFMSC) data.
- FAA Automatic Dependent Surveillance-Broadcast (ADS-B) data.
- Socioeconomic trends and projections (e.g., population and employment).
- National and state aviation trends.
- Anecdotal information from the airport users and airport staff.

Task 3.3 - Demand/Capacity Analysis – The demand determined in the forecasts will be compared to the existing capacity of the airfield identified in **Task 3.2**.

Task 3.4 – Runway Facility Recommendations and Alternatives – This task includes the evaluation of Runway 13/31 and Runway 17/35 facilities and evaluating alternatives and recommendations based on the critical aircraft identified in **Task 3.2**. This task will analyze the alternatives needed to document and address existing design deficiencies and meet future runway design standards. This includes verifying the Runway Line of Sight requirements along each runway and through the intersection of the runways using current FAA guidance on overlapping Runway Safety Areas and converging runways. This task will also analyze the runway length supported by the existing and forecasted future critical aircraft in addition to airport sponsor considerations.

This task will evaluate the wind coverage and activity forecast to document the needed runway length, width, Instrument Approach Procedures (IAPs), navigational aids, runway access, access roads, and any declared distances. This task includes the evaluation of the existing safety areas, object free areas and other protected zones and surfaces extending from the ends and sides of the runways. The RSA determination completed in **Task 3.1.2** will be reviewed with the runway information. This task will evaluate both runway environments to meet current FAA design standards. This task will recommend improvements and document an action plan. This task includes no more than three (3) alternatives.

Task 3.5 – Taxiway Network Facility Recommendations and Alternatives – The taxiway network needs of the runways will be documented using current design standards and facility needs/recommendations. Up to three (3) alternatives will be developed identifying improvements to non-standard taxiway network features that are identified in the inventory analysis including direct access taxiways, runway exit locations, aircraft hold line positions, and runway crossing locations.

Task 3.6 – Building Area Alternatives Analysis – Up to three (3) alternatives will be evaluated for the development of general aviation hangars and aprons on the east

end of the airfield. The critical aircraft will be evaluated for each building area to determine design standards and safety areas within each alternative. The analysis will include apron space, tiedown locations, fueling operations, terminal building, and hangar layouts. The alternatives will be developed using recently updated Airport Design AC 150/5300-13B.

Task 3.7 – Airside and Landside Facility Development/Recommendations – Remaining facilities (including, but not limited to, NAVAIDs, weather reporting, instrument approaches, airfield access roads, fencing, security, lighting, etc.) will be compared to forecast demand to evaluate development requirements for the critical aircraft(s). Also, rehabilitation, replacement, and upgrade projects will be recommended for deteriorating facilities.

FAA and State of Minnesota guidance and planning documents including Advisory Circulars and the State Airport System Plan will be utilized in developing the facility recommendations and evaluating alternatives. This task will also evaluate direct access from apron or building areas to runways. This task also includes the development of landside road access alternatives for each building area alternative and vehicle parking. This evaluation will include vehicle access and will identify the location of a future perimeter fence and gate(s) as needed.

Task 3.8 – Approach and Departure Surfaces Obstacle Action Plan (OAP) – To maintain clear existing approach and departures surfaces, an OAP will be developed for all unmitigated obstacles. The OAP will identify obstacles as defined in: Tables 3-2 through 3-5 of AC 150/5300-13B, *Airport Design (3/31/2022)* for the FAA approach and departure surfaces; FAA Order 8260.3E, *United States Standard for Terminal Instrument Procedures (TERPS)* for the TERPS approach and departure surfaces; and 14 CFR Part 77 Imaginary Surfaces including the approach surface and any other three-dimensional airspace surfaces. The OAP will follow the guidelines provided in Policy Guidance dated September 19, 2022, *Approach and Departure Surface Protection*. Additional areas for obstruction evaluation include the Runway Object Free Area, Runway Obstacle Free Zone, and navigational aid critical areas.

The OAP will summarize and detail unmitigated obstacles and will identify how and when the surfaces will be cleared and maintained. The OAP will identify the obstacle reference number, type, latitude, longitude, elevation (AMSL), height, surface penetrated, penetration amount, runway, if the obstacle is on or off airport property, if the obstacle is under sponsor control, proposed maintenance action, and when each of the obstacles will be cleared (i.e. date) and triggering event, if associated with a particular project. Additionally, the OAP will match data that is presented on the ALP Inner Approach Obstruction Tables. Each obstruction or group of obstructions will have an associated aeronautical study completed and documented on the ALP. The OAP will be incorporated into the CIP as necessary to plan for mitigation of the identified obstacles and will identify mitigation that is eligible for federal or state funding and any areas/items that have been previously funded.

Task 3.9 – Pavement Management Plan – This task will develop a pavement management rehabilitation plan. This plan will identify the appropriate time to perform pavement rehabilitation and reconstruction of each airfield pavement section and identify funding sources for each project. Runway 13/31 pavement is nearing the end of its useful life and a runway and taxiway reconstruction project is planned to occur within the next two to three years. A funding and timing strategy to address airfield pavements moving forward from the reconstruction will be developed. This task will utilize data provided in the 2021 (or newer if available) PCI inspection report conducted by MnDOT. This task will include cost estimates for specific projects to accurately plan maintenance timing and funding. This task does not include an additional PCI evaluation or geotechnical borings.

Task 3.10 [OPTIONAL] – Documented FAA RPZ Alternative Analysis – Road(s) or other incompatible land uses in the Runway Protection Zones (RPZ) will require an FAA RPZ Alternative Analysis should a shift, extension or other development causing a change in location, size, or use of the RPZ be included on the ultimate ALP. This task includes a RPZ analysis for up to four runway ends. The task includes preparation of an RPZ analysis memo with up to three (3) alternatives for each runway end included in the analysis. The task includes up to two revisions to the memo based on MnDOT and FAA comments. *This task is optional and will only be performed if identified as a need by MnDOT and the FAA, and authorized by the City.*

Task 3.11 – Environmental Overview (EO) – The EO chapter will identify potential environmental concerns that may need to be taken into consideration with the proposed airport development. These concerns would be addressed in a formal federal environmental document which is not included in this work scope. Environmental concerns may include potential impacts to wetlands, residential, farmland, floodplains, rare species, etc. Not all impact categories identified through the National Environmental Policy Act (NEPA) will be evaluated. However, if development of a facility has the potential to impact one of these categories, then the general potential impacts to that category will be discussed. Noise analysis is not included in this scope of work. Additional field surveys are not anticipated in this scope of work. Any potential environmental impacts will be identified through use of existing mapping, aerial photography, and other readily available Federal, state, regional, and local studies and maps.

Task 3.11.1 – Sustainability Plan – This task includes development of a brief Sustainability Plan addressing solid waste and recycling at the airport.

As part of the Sustainability Plan, a brief waste audit will be conducted that includes an evaluation of the volume of solid waste generated, current recycling practices, and current recycling practices as an estimated percent of the total volume of solid waste generated. This evaluation will be completed through phone interview with City staff to discuss current waste and recycling practices at the airport. This will include evaluation of deplaned waste and waste created at airport owned and operated areas. An on-site waste audit is not included in this scope of work. Current construction and demolition waste practices will also be documented and reviewed.

The Sustainability Plan will identify areas over which the airport has direct control, some level of influence, and areas of little or no influence or control in the collection and disposal of solid waste, yard and food waste (compostables) and construction and demolition (C & D) wastes. The plan will also document sources of waste, type of waste and who "owns" the waste. This information will be documented along with information and evaluation of any existing waste management contracts.

An evaluation will be completed on the feasibility for additional recycling and recommendations and goals to implement the additional recycling and reduce waste generation. These may include recommendations for reducing solid waste generation through logistical changes, lease requirements, purchasing policies, minimum standards, recycling, reuse, etc. These recommendations will also include potential operational and maintenance improvements and/or requirements, including recommended roles and responsibilities.

The plan will evaluate and provide recommendations for cost savings or revenue generation related to waste generation, reuse, recycling, reduction and disposal and will also identify the technical and economic factors affecting the feasibility of recycling at the airport including the local market for recyclable commodities.

A brief written summary of the Sustainability Plan including waste audit (not on-site audit) will be included as a section of the Facility Recommendations chapter.

Task 3.12 – Capital Improvement Plan (CIP)/Implementation Plan – A CIP for the development and maintenance projects will be compiled that includes estimated project costs, a prioritization discussion, year of implementation or planning levels, events that would support project development and funding, and projects that should be linked together. Estimated costs will be expressed in 2023 dollars with no adjustments for inflation. A 20-year funding plan will be developed for the proposed improvements. The results of this analysis will be presented in a CIP format consistent with MnDOT and FAA requirements. This chapter will also identify whether reimbursable agreements may be necessary to implement planned projects.

Task 3.13 – Executive Summary – A brief narrative executive summary of the Master Plan will be developed to summarize the findings and recommendations of the study. The summary will include the items listed in Standard Operating Procedure (SOP) 2.0 Standard Procedures for *FAA Review and Approval of Airport Layout Plans (ALPs)*, effective date October 1, 2013.

Deliverables: FAA, MnDOT, and locally accepted (airport sponsor) Master Plan.

Handouts and Working Papers: Review handouts and working papers will be provided prior to each meeting as outlined in **Task 2.1**. Working papers will be provided in electronic format (via OneDrive) to the project stakeholders, MnDOT, and the FAA for review two weeks prior to each of the project meetings.

Draft Master Plan: An electronic copy (via OneDrive) of the final draft Master Plan will be submitted to the City, MnDOT, and the FAA for review.

Final Master Plan: One (1) printed copy and one (1) electronic copy (via USB or OneDrive) of the final report will be submitted to both the City and MnDOT. One (1) electronic copy will be submitted to the FAA.

The total deliverables for the Master Plan include electronic packets of working papers for meetings (via OneDrive), two (2) printed copies of the report (final), and three (3) thumb drives (electronic copies)

Study Element 4: Exhibit ‘A’ Property Map and Report

This task includes preparation of an Exhibit ‘A’ Property Map in compliance with FAA Airports Standard Operating Procedure (SOP) 3.0, *Standard Operating Procedures for FAA Review of Exhibit ‘A’ Airport Property Inventory Maps*.

The airport property map includes existing and proposed land acquisition in both fee and easement. The tables will be updated to include information related to parcels purchased since the last Airport Layout Plan (ALP) update. Historical property records will be researched to verify existing parcel information and how each parcel was purchased. Existing and future property will be identified by parcel number, acres, current owner, type of purchase, and date of purchase. SEH will identify which parcels should be purchased for future development or to protect the existing airport environment. The City will provide the State or FAA project number related to state or federally funded existing airport property. Any state or federal obligations relative to each parcel will also be documented.

Obtaining owners and encumbrances reports for the existing airport parcels is included in this work scope, and encumbrances (recorded and unrecorded) and all other pertinent information obtained from the reports will be noted. Research for this Study Element will include all conveyance and encumbrance documents for anything that is identified in the Certificate of Title or individual title report prepared for each airport parcel. The Exhibit ‘A’ Property Map will provide the Grantor information, grant information, and the date of acquisition by airport sponsor. It will also include all (if any) rights held by others for each airport parcel. Additionally, the Exhibit ‘A’ map will note any possible encroachments and releases of property interests.

- Task 4.1 – Base Section Mapping** – This task includes initial set up of the base section mapping for the Exhibit ‘A’.
- Task 4.2 – Organization of title work files** – This task includes organization of the title work information and files provided by ProSource Technologies (see attached detailed ProSource Scope). Research will conform with the Minnesota Marketable Title Act (MMTA). Research will also include easements and/or other encumbrances excluded from the “40-year rule” of the MATA.
- Task 4.3 – Property/Parcel Funding Research** – SEH will research past FAA, MnDOT, and other funding sources for each parcel. Each parcel will be evaluated to determine if federal funds were used to purchase the parcel. Other obligations that may exist on parcels will be documented. SEH will collaborate on this task with the City to gather information on non-FAA and MnDOT obligations that may exist on parcels.
- Task 4.4 – Compute Airport Parcels** – This task includes computing and drawing each parcel based on the legal description. Boundaries of recorded and unrecorded (approximate) encumbrances are also included.
- Task 4.5 – Sheet Layout** – This task includes setting up the overall sheet layout for the Exhibit ‘A’ Property map. Approximately two (2) sheets are anticipated.
- Task 4.6 – Table Preparation** – Detailed tables will be prepared for inclusion in the Exhibit ‘A’ Property Map. Tables will include the information required in SOP 3.0.
- Task 4.7 – Draft Exhibit ‘A’ Property Map** – The Exhibit ‘A’ property map sheets will be developed in accordance with SOP 3.0. Approximately two (2) sheets are anticipated. This task includes two submittals of an Exhibit A Property Map. The first submittal will include the existing conditions. This will be completed concurrently to the inventory task. The second submittal will include the addition of future airfield conditions and will be completed towards the end of the Master Plan process, concurrent with the full ALP update.
- Task 4.8 – Narrative Description of Encroachments, Encumbrances, Overlaps, Gaps** – SEH will prepare a narrative description of any gaps, overlaps or encroachments that are identified through the preparation of **Task 4.4 and 4.7**. This narrative will be provided to ProSource for inclusion in their documentation for each parcel, as needed.
- Task 4.9 – City, FAA and MnDOT Review** – This task includes time to address City, FAA and MnDOT comments on review drafts of the Exhibit ‘A’.
- Task 4.10 – Exhibit ‘A’ Report** – A summary report of the Exhibit ‘A’ map will be prepared and will serve as a narrative description of the information on the Exhibit ‘A’ map as well as any required next steps for the airport sponsor (City) based on the results of the Exhibit ‘A’ map research. This task will also evaluate any additional property needed to accommodate planned airport development. The status of compliance with grant assurances and FAA approval of each parcel will also be included. This report will be provided to the City, FAA, and MnDOT. Copies of all property research will also be provided to the City, MnDOT, and the FAA (electronic).

No boundary survey is included in this scope of work.

Deliverables:

Working Draft Report: Draft report(s) will be provided in electronic format to the City, MnDOT, and the FAA for review meetings. Electronic copies of the working papers will be provided to attendees two weeks prior to each meeting. Paper copies will be available upon request.

Final Draft Report: One (1) printed copy and one (1) an electronic copy (via OneDrive) of the final draft report will be submitted to the City, MnDOT, and the FAA for review.

Final Report: Three (3) printed copies and three electronic copies (via CDs) of the final report will be submitted to MnDOT, of which one (1) printed copy and an electronic copy will be forwarded to FAA (via OneDrive), and one (1) printed and one (1) electronic copy (via OneDrive) will be provided to the City. One (1) electronic copy will be submitted to the FAA.

Up to five (5) additional final Exhibit 'A' Report copies will be printed for the City upon request.

The total deliverables for the Master Plan include up to nine (9) printed copies of the report (draft and final), three (3) CDs, and two (2) electronic copy (cloud-based file folder or USB drive)

Study Element 5: Airport Layout Plan (ALP) Update

Elements of the final deliverables will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, Airport Design and other applicable AC's, Orders, Regulations and Policy Memorandums. The FAA Standard Operating Procedure (SOP) for FAA Review and Approval of ALPs (ARP SOP 2.00, effective October 1, 2013) will be utilized in the preparation of the ALP Update. The ALP set will be prepared in AutoCAD and reproduced in color on 22" x 34" sheets. Coordinates will be shown in NAD 83 datum and elevations in NAVD 88 datum.

This Study Element will include the tasks and sheets described below. The deliverable for this element is stated at the end of this section:

Task 5.1 – Title Sheet – The title sheet will include an airport location and vicinity map, wind roses and wind coverage for the existing runways, airport data table, and an index to the ALP set. The most recent and readily available wind data collected at the nearest wind data collection site from the previous 10-years will be used to determine updated wind coverage. The critical aircraft data will also be documented.

Task 5.2 – Data Sheet – The data sheet will include existing, future, and ultimate airport information on, but no limited to, the runway design information, approach and departure reference codes, dimensions of protected surfaces, runway end coordinates and elevations, navigational aid locations and ownership, Airport Reference Point coordinate and elevation, modification of standards (MOS), and declared distances.

Task 5.3 – Existing Airport Layout Plan Drawing – The Airport Layout Plan drawing will be a graphic representation of the airport and its "as-built" facilities and will include, at a minimum, all existing: runways, taxiways, aprons, hangars and buildings, auto parking, fueling systems, ground contours, surrounding roads and homes, access roads, property boundaries, navigational aids, runway data, design detail, and spacing requirements. A color aerial image will be used as a background. Non-standard items will be identified and changes to facilities to correct these items will be developed. Information and tables required per SOP 2.00 will be included.

Task 5.4 – Proposed Airport Layout Plan Drawing – The Proposed Airport Layout Plan sheet will be a graphic representation of proposed development and ultimate facility data and will include, at a minimum, existing and proposed: runways, taxiways, aprons, hangars and buildings, auto parking, fueling systems, ground contours, surrounding roads and homes, access roads, property boundaries, navigational aids, runway data, design detail, and spacing requirements. If appropriate, this sheet will be combined with the sheet listed in **Task 5.3**.

Task 5.5 – Airport Airspace Drawing – This drawing will show obstructions and penetrations to 14 CFR, Part 77 Imaginary Surfaces that are not shown on the Inner Portion of the Approach Surface Drawings (see **Tasks 5.6 through 5.9**). Airspace surfaces will be depicted for the ultimate runway configurations and lengths with a color USGS map as a background. This sheet will include an obstruction data table noting obstructions and penetrations to the Part 77 surfaces as determined from an obstruction survey, FAA 5010 inspections, visual observation and information gathered from United States Geological Survey (USGS) mapping, sectional charts, the FAA Obstacle Authoritative Source (OAS) data, and instrument approach plates. The plan will include 50-foot elevation contours on the Part 77 surfaces. The sheet will include small scale profile views of the ultimate approach to each runway end. A composite ground profile will be completed for each runway end as part of the airspace drawing.

Task 5.6 – Inner Portion of the Approach Surface Drawing – Runway 13 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the Obstacle Free Zone (OFZ), 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey and obtained from the FAA OAS database. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawing. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 5.7 – Inner Portion of the Approach Surface Drawing – Runway 31 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the Obstacle Free Zone (OFZ), 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey and obtained from the FAA OAS database. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawing. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 5.8 – Inner Portion of the Approach Surface Drawing – Runway 17 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the Obstacle Free Zone (OFZ), 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey and obtained from the FAA OAS database. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawing. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 5.9 – Inner Portion of the Approach Surface Drawing – Runway 35 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the Obstacle Free Zone (OFZ), 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey and obtained from the FAA OAS database. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawing. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 5.10 – North Building Area Drawing - This sheet will show existing and future buildings, taxilanes, tie-downs, aprons, and other facilities located in the north building area. Buildings will be identified by number, ownership, use, and top elevation in a table. Future building spacing will be updated to meet current standards. The critical aircraft for the apron and building area (or each individual taxilane, if needed) will also be evaluated and identified. If needed, the ultimate north building area layout may be shown on a separate sheet.

Task 5.11 – Main Building Area Drawing – This sheet will show existing and future buildings, taxilanes, tie-downs, aprons, and other facilities located in the main building area. Buildings will be identified by number, ownership, use, and top elevation in a table. Future building spacing will be updated to meet current standards. The critical aircraft for the apron and building area (or each individual taxilane, if needed) will also be evaluated and identified. If needed, the ultimate main building area layout may be shown on a separate sheet.

Task 5.12 – Land Use Drawing – The land use drawing will include existing on and off-airport land uses such as agriculture, industrial, residential, undeveloped, etc. Properties within the ultimate airport boundary and in surrounding areas will be identified. The boundaries of local government and public facilities will also be depicted on this sheet in addition to the crop restriction line. MnDOT airspace and land use zoning will also be depicted on this sheet.

Task 5.13 – Exhibit A Property Map – The Exhibit A Property Map developed in **Study Element 4** will be included as the final sheet(s) of the ALP.

Deliverables:

Aerial Photograph: One printed, framed copy of the aerial photograph will be sent to the City. The aerial photograph is taken as part of the AGIS survey performed by Martinez Geospatial.

Working Draft ALP set: Draft ALPs will be provided in pdf format to the City, MnDOT and the FAA for one review meeting. Electronic copies of the draft ALP set will be provided to attendees two weeks prior to the final meeting. Paper copies will be available upon request. This copy is not intended for agency review but will be provided to stakeholders prior to submittal for agency review.

Final Draft ALP set: Two (2) printed draft copies of the ALP set will be submitted to the City for review. One (1) hard copy and one (1) pdf copy of the draft ALP will be submitted to MnDOT and one (1) hard copy and one (1) pdf copy of the draft ALP will be submitted to the FAA for review.

ALP Review Comments: SEH will address ALP review comments from MnDOT and the FAA. Once comments are addressed, SEH will submit the draft ALP set onto the OEAAA airspace for review. The final approval documentation will be prepared and routed for signatures prior to distribution of the final ALP set.

Final ALP set: One (1) hard copy and one (1) pdf copy of the final ALP will be submitted to MnDOT and one (1) hard copy and one (1) pdf copy of the draft ALP will be submitted to the FAA for their files. One (1) hard copy and one (1) pdf copy of the final ALP will also be sent to the City. A CD including the electronic AutoCAD files for the ALP set will be sent to MnDOT.

The total deliverables for the ALP set will include seven (7) printed copies of the ALP set and one (1) CD including the electronic AutoCAD files.



A GEOSPATIAL SERVICE PROVIDER

Scope and Fee Proposal

Survey, Photogrammetry & Airports-GIS Services

Fergus Falls Municipal Airport (FFM)

03/29/2023

2915 Waters Road Suite 100 Eagan, Minnesota 55121

Tel: 651-686-8424 • www.mtzgeo.com

PROJECT SUMMARY

CLIENT	Short Elliott Hendrickson, Inc. (SEH)
CLIENT CONTACT	Melissa Underwood
CLIENT ADDRESS	3535 Vadnais Center Drive St. Paul, MN 55110-5196
PROJECT LOCATION	Fergus Falls Municipal (FFM)

Martinez Geospatial, Inc. (MTZ) will provide **SEH** with remote-sensing and photogrammetry services in support of a **Master Plan/ALP** at **Fergus Falls Municipal Airport (FFM)**. The main objective of this effort will be to fulfill the data-collection requirements for updating a paper ALP.

This proposal also includes tasks required to comply with FAA Airports-GIS program standards. All survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:

AC-150/5300-16B (16B)
AC-150/5300-17C (17C)
AC-150/5300-18B (18B)

The Airports-GIS objective for this project is to collect and submit *Safety-Critical* data for the airport. Furthermore, base-mapping (planimetric & topographic data) collected in support of the ALP update will be formatted and submitted to Airports-GIS. Specifically, acquisition of data will include an Airport Airspace Analysis for the existing runway, Runway Ends & Profile survey, NAVAID survey, and collection (through remote-sensing) of planimetric & topographic data.

MTZ will fulfill the data collection, formatting, and delivery requirements of the FAA Airports-GIS program. In general, MTZ’s approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in **Table 2-1 (Survey Requirements Matrix) of 18B, Column “Airport Layout Plan.”**

MTZ will make maximum use of existing data within the ADIP Portal for FFM, including Obstacle Data with FAA-assigned Identifiers.

PROJECT SPECIFICATIONS

STATE	MINNESOTA
COUNTY	OTTER TAIL
PROJECT TYPE	AVIATION (AIRPORTS-GIS INCLUDED)
COORDINATE SYSTEM	MINNESOTA STATE PLANE – CENTRAL ZONE
HORIZONTAL DATUM	NAD83
VERTICAL DATUM	NAVD88 (GEOID18)
FIELD-SURVEY PROVIDED BY	MARTINEZ GEOSPATIAL, INC.
MAPPING SCALE	1”=100’, 2’ CONTOURS
MAPPING FORMATS REQUIRED	STANDARD CAD w/ DTM and AIRPORTS-GIS
ORTHO RES & PHOTO FORMAT	0.5’ GSD, TIF & TFW FORMAT

PROJECT AREA DEFINITION

The total project area consists of two major components:

AREA A	Airports-GIS Airspace Analysis Limits - Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined in AC-150/5300-18B.
AREA B	Planimetric & Topographic Mapping Limit - This area defines the limit for the compilation of planimetric & topographic data, necessary for the ALP update.

PROJECT TASKS

Project Planning/Project Management/FAA Airports-GIS Coordination/Field-Survey Consultation

MTZ will assist SEH in developing, submitting, and gaining approval of the “Statement of Work” for the project through the ADO and FAA Airports-GIS. MTZ will develop, submit, and gain approval of the “Aerial Photography Acquisition Report” required by the FAA Airports-GIS Program.

Aerial Imagery Acquisition

New color aerial imagery will be captured for all areas defined in the **PROJECT AREA DEFINITION** section of this proposal utilizing a digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

The aerial imagery acquisition flight mission will consist of one “block” of imagery, collected to the following specifications:

IMAGERY RESOLUTION	PURPOSE/USE
10cm	This imagery will be utilized for all photogrammetric data extraction, including airfield planimetric/topographic mapping, raw obstacle data collection, and Airport Airspace Analysis. Furthermore, 0.50’ GSD orthophotos will be generated from this imagery.

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

Establish Geodetic Control / Temporary Control (Field-Survey)

Temporary Geodetic Control methodology will be utilized for this project. As required by FAA, at least two Temporary Control Marks will be established on the airfield through NGS OPUS. Two independent 4-hour sessions are required per survey mark. Once established, the Temporary Control Marks will serve as the basis of the geodetic control network for the survey project.

Survey Imagery Photo Control (Field-Survey)

Photo-identifiable control points and/or artificial targets will be selected or set/surveyed for use as imagery ground control. Imagery Control will be set, surveyed (properly tied to NSRS), and documented in accordance with AC-150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the AP Acquisition Report. It is anticipated that approximately **20** imagery control points will be required, along with **5** independent OPUS Checkpoints.

Aero Triangulation

The digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

Create Digital Ortho Imagery

Digital orthophotos will be produced to meet the requirements of SEH and the Airport as well as to comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17C. One set of ortho imagery will be produced, covering the following defined areas and meeting the following specifications:

RESOLUTION	COVERAGE LIMIT
0.50' GSD	AREA A

Runway Surveys (Field-Survey)

Surveyors will accomplish field-survey of Runways 17/35 & 13/31. Survey tasks will include survey of runway-end-points and runway-profiles. For each runway-end-point/threshold, a monument will be set (if one is not already present), surveyed, and documented in accordance with AC-150/5300-18B. Runway-centerline-profiles will be surveyed at 50-foot stations. Runway survey data will be utilized for the Airport Airspace Analysis/Obstruction Surveys task. Runway survey data will be properly formatted by MTZ and reported in the FAA Airports-GIS deliverable.

NAVAID Surveys (Field-Survey)

Surveyors will accomplish field-survey of NAVAIDs serving the FFM airport. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be properly formatted by MTZ and reported in the FAA Airports-GIS deliverable. The NAVAID Survey will include the following:

<i>AIRPORT ROTATING BEACON</i>	<i>13 PAPI</i>
<i>31 PAPI</i>	<i>13 REILs</i>
<i>31 MALSR</i>	<i>31 LOCALIZER</i>
<i>31 GLIDESLOPE</i>	<i>31 OUTER MARKER</i>
<i>31 MIDDLE MARKER</i>	<i>HAMRE NDB</i>
<i>35 REILs</i>	<i>AWOS</i>
<i>WINDSOCKS</i>	<i>FFM VOR/DME</i>

Airport Airspace Analysis/Obstruction Surveys

18B/AGIS

An Airport Airspace Analysis will be performed in accordance with AC 150/5300-18B. This task will be performed in order to comply with the requirements of the FAA Airports-GIS Program for projects involving Airport Layout Plans. All available existing obstacle data for FFM will be obtained & downloaded from ADIP; existing obstacle data (relevant to the AGIS Airspace Analysis) will be validated or updated as necessary and incorporated into this project. Existing obstacle data will be reported back to FAA through ADIP, identifiable by assigned FAA-Obstacle-ID.

The Airport Airspace Analysis will meet the following specifications:

RUNWAY	ANALYSIS TYPE
13/31	Runways-With-Vertical-Guidance
17/35	Runways-With-Vertical-Guidance

Formatting of final reported 18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 *Airport Data Features*.

Raw Obstacle Collection – TERPS 40:1 Departure Surface (AC 150/5300-13B)

MTZ will complete raw obstacle data collection for SEH in lieu of Part 77/TSS/OCS Analysis. The horizontal extents of the collection area are based on the dimensions of the TERPS 40:1 Departure Surface; in addition to the horizontal extents of the TERPS 40:1 Departure Surfaces, the collection area is expanded by connecting the corners of opposing surfaces, which provides coverage of the area underlying the Part 77 transitional surfaces (see attached exhibit). Within this defined area, MTZ will collect manmade and natural objects with no regards to penetration value. For manmade objects, all buildings, utility poles, antennas, towers, and prominent objects will be collected (small objects, such as mailboxes, posts, and utility boxes will be ignored). For vegetation, singular trees/shrubs will be collected to the extent possible/feasible. In large areas of dense vegetation, a bounding polygon will be drawn to show the extents of the area. A 100-foot grid will be applied and the highest vegetation point within each grid-sector will be collected when absolutely necessary to reduce data congestion.

Delivery Format - Raw Obstacle Data:

DELIVERABLE	DESCRIPTION
AutoCAD FILE	This file will contain the following pieces of data: 1) Obstruction Surface Linework 2) Obstruction X-Y-Z Points (with description, number, & elevation) 3) Obstruction Area Polygon (if applicable) 4) Obstruction Area Grid (if applicable)
SPREADSHEET (EXCEL)	This file will contain the following pieces of data: <ul style="list-style-type: none"> • Object type • Object number (corresponding to CAD File) • Northing / Easting / Elevation • Latitude/Longitude • Approximate AGL Height (when possible)
SHAPEFILE	Will contain the same linework and point data as the CAD file. The attribute data delivered in the Excel Spreadsheet will be included in the Shapefile as Object Data Attributes.

Planimetric & Topographic Mapping Compilation

Utilizing the aerotriangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within **AREA B**. Mapping data will be compiled meeting the following specifications:

PLANIMETRIC DATA SCALE	1"=100' SCALE (CLASS II STANDARDS)
TOPOGRAPHIC DATA SCALE	2' CONTOUR INTERVAL (CLASS II STANDARDS)

MAPPING DELIVERABLE	FORMAT
PLANIMETRIC FILE	AUTOCAD (Other formats available upon request)
CONTOUR FILE	AUTOCAD (Other formats available upon request)
DIGITAL-TERRAIN-MODEL FILE	AUTOCAD (Other formats available upon request)

The CAD products defined above will be delivered directly to **SEH** for the updating of ALP drawings.

Planimetric Features will include (but are not limited to):

- **Building Outlines**
- **Airfield Pavement (Aprons, Taxiways, Runways)**
- **Airfield Paint Markings**
- **Airfield Signs**
- **Airfield Lights**
- **Roadways/Railways/Bridges**
- **Parking Lots**
- **Sidewalks**
- **Towers/Antennas**
- **Utilities (Above-Ground & Identifiable in Imagery)**

Mapping Edit and GIS Formatting

In addition to generating mapping data in CAD formats, all collected data will be edited and formatted in the appropriate AGIS format. In terms of GIS-attributes, MTZ will be responsible for populating all geospatial-related and/or critical attributes required for upload. In general terms, the final AGIS file created by MTZ will include both Safety-Critical and Non-Safety-Critical Data. This includes the following:

1) SAFETY-CRITICAL

a. Airspace

AC-18B Feature	AC-18B Section
Obstacle	5.5.2
Obstruction Area (if applicable)	5.5.3
Obstruction ID Surface	5.5.4

b. Runway

AC-18B Feature	AC-18B Section
Runway End	5.4.26
Runway Profile Points	5.8.6
Centerline Perpendicular Points	5.8.3
Touchdown Zone Elevation	5.8.7
Airport Elevation	5.8.2

c. NAVAIDs

AC-18B Feature	AC-18B Section
Navigational Aids	All Applicable - Group 5.10

2) NON-SAFETY-CRITICAL

a. Planimetric

AC-18B Feature	AC-18B Section
Airfield	All Applicable - Group 5.4
Manmade Structures	All Applicable - Group 5.10
Surface Transportation	All Applicable - Group 5.13
Utilities	All Applicable - Group 5.14

b. Topographic

AC-18B Feature	AC-18B Section
Elevation Contour	5.8.10

Final GIS data will meet the following specifications:

GIS DATA-MODEL UTILIZED	FAA Airports-GIS (<i>AC 150/5300-18B, Chapter 5</i>)
GIS DELIVERY FORMAT	ArcGIS Shapefile

Airports-GIS Data Submission and Final Reporting

All data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA's survey-file-test tool in order to ensure acceptability. A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B and submitted with the final project file. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by SEH, the FAA and NGS.

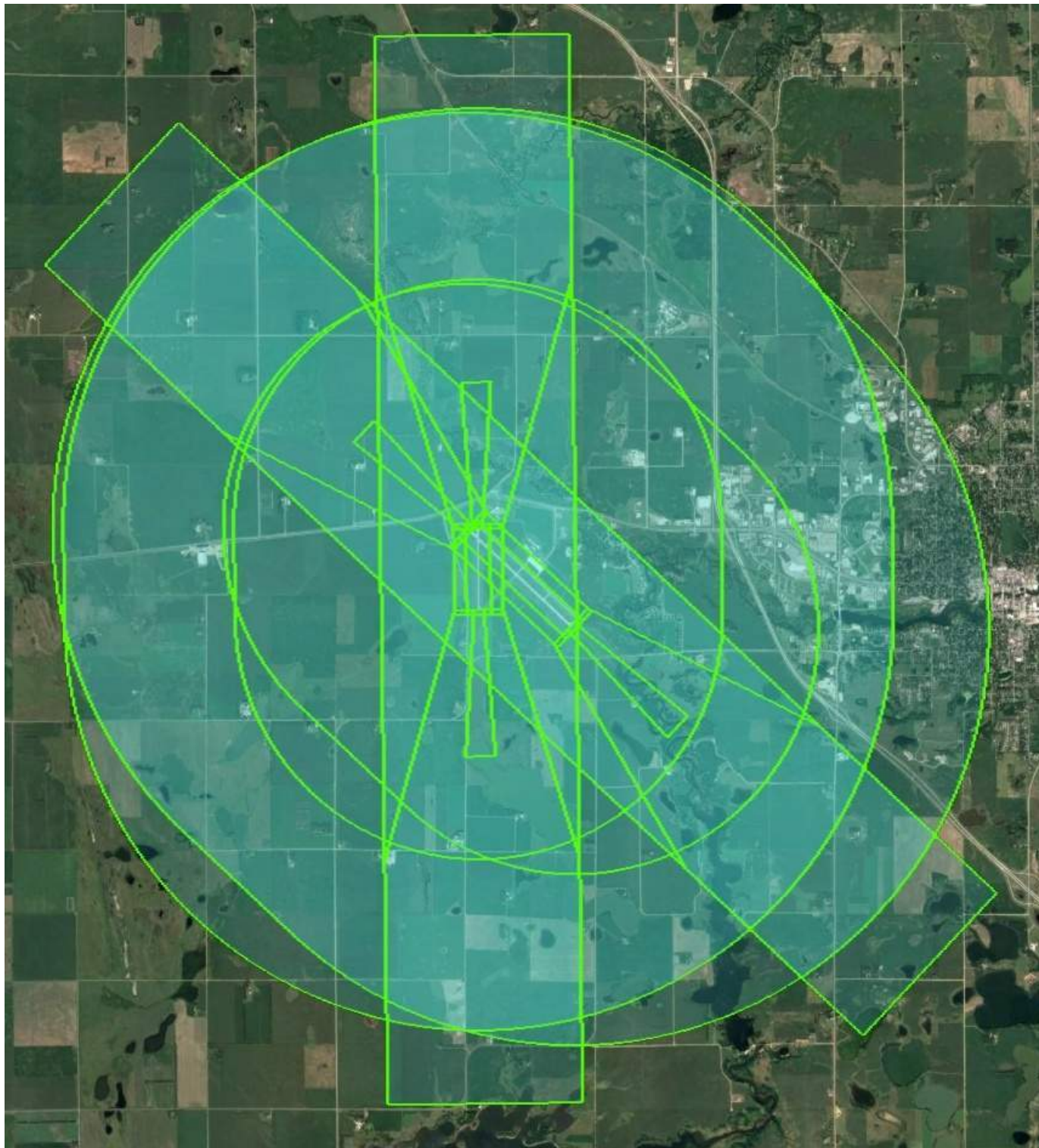
DELIVERABLE OVERVIEW
1) Statement of Work Report (for Airports-GIS approval)
2) Aerial Photography Acquisition Report (for Airports-GIS approval)
3) Raw Obstacle Data
4) Airfield Base-map (Planimetric & Topographic Mapping Data)
5) Digital Ortho Imagery (0.50' Resolution)
6) Comprehensive FAA Airports-GIS Deliverable, consisting of: A) Safety Critical Data (Runway, NAVAID, and Airport Airspace Analysis Data) B) Non-Safety Critical Data (Planimetric & Topographic Mapping)
7) Final Report (for Airports-GIS approval)

FEE SCHEDULE

It is understood that compensation for this project will be on a **LUMP SUM** basis. MTZ will invoice SEH monthly based on percent-complete of each category below. The following is a proposed fee schedule based on major production processes/work category:

TASK	FEE
Project Planning/Project Management	\$ 6,606.30
Production Management	\$ 3,330.32
Imagery Acquisition (Flight Mission) Sub-Consultant	\$ 14,295.00
Aerotriangulation	\$ 4,118.77
Orthophoto Production (0.50' GSD)	\$ 7,919.55
Planimetric/Topographic Mapping (1"=100' with 2' contours)	\$ 15,237.32
Airspace Analysis/Obstruction Survey	\$ 15,208.46
Mapping Edit, GIS Formatting / FAA Compliance (Mapping & Obstruction Survey)	\$ 5,097.48
Field-Survey Services	\$ 24,557.85
TOTAL	\$ 96,371.05

Area A - Airports-GIS Airspace Analysis



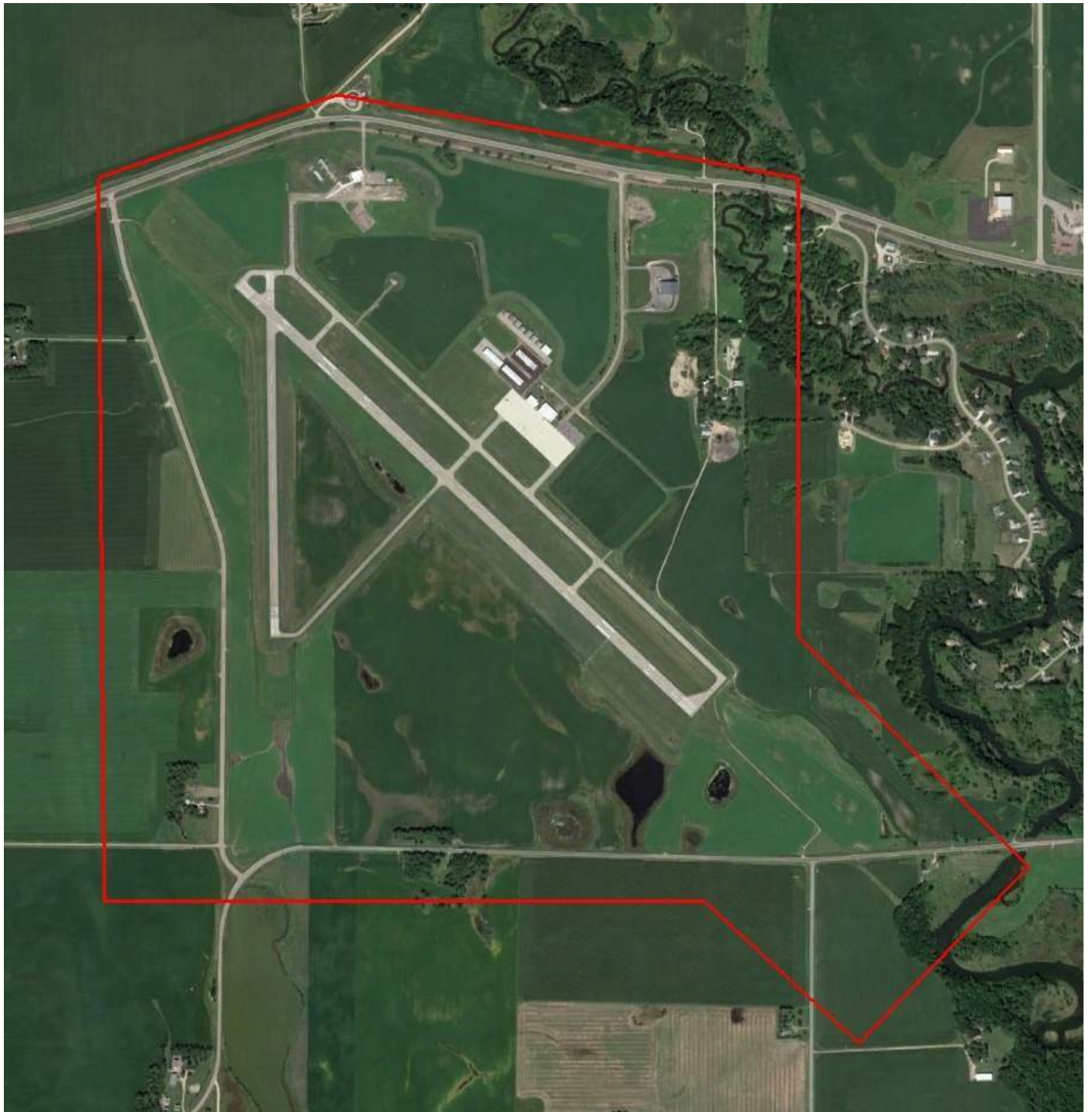
Green Polygons - 18B/Airports-GIS Obstruction Identification Surfaces
Blue Boundary - 0.50' GSD Ortho Imagery Limit



MTZ | Martinez Geospatial
2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389



Area B - Planimetric & Topographic Mapping



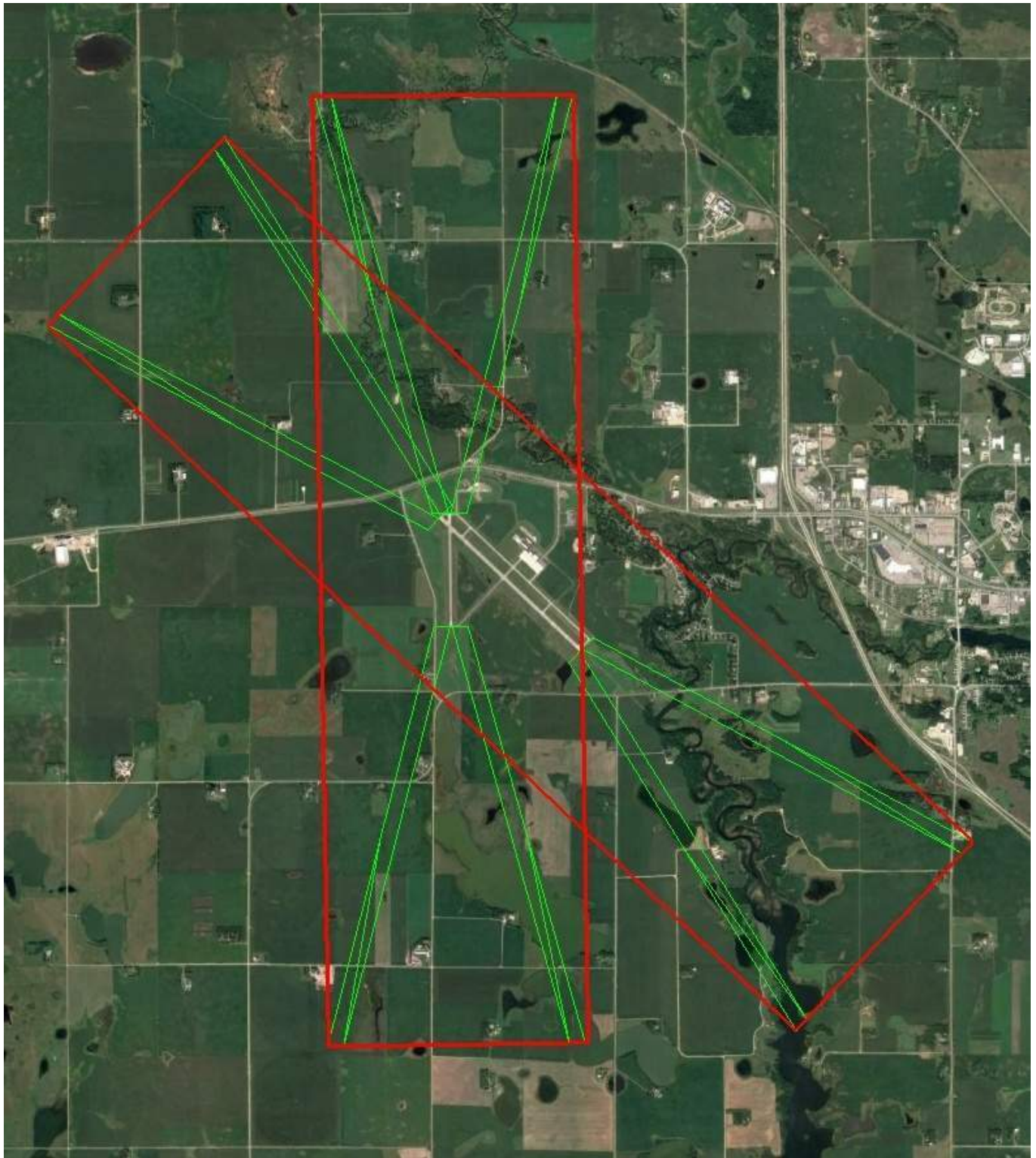
Red Polygon - Planimetric & Topographic Mapping Limit



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Raw Obstacle Data Collection



Green Polygons - AC-13B TERPS 40:1 Departure Surfaces
Red Boundary - Raw Obstacle Data Collection Limit



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Eagan, Minnesota 55121
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March 23, 2023

Via E-Mail: munderwood@sehinc.com

ProSource Technologies, LLC
9243 East River Road NW
Minneapolis, MN 55433
Phone 763-786-1445
Fax 763-786-1030

Ms. Melissa Underwood
Associate - Senior Airport Planner
Short Elliott Hendrickson Inc. (SEH)
3535 Vadnais Center Drive
St. Paul, MN 55110-5196

**Re: Professional FAA Exhibit A Abstracting Services for Fergus Falls
Municipal Airport (FFM)**

ProSource Technologies, LLC. (ProSource) is pleased to present this proposal and cost estimate for professional services to Short Elliott Hendrickson Inc. (SEH). The scope of work and the cost estimate to conduct this work, is provided in the sections below.

SCOPE OF WORK:

Immediately following the execution of a Work Order from SEH, ProSource will accept delivery of mapping, and other available project materials from SEH.

Deliverables in connection with this assignment include an individual title report (e.g., including parcel information: **a.** Grantor, **b.** type of interest, **c.** type of conveyance, & **d.** recording information: the type of easement, the date and type of release, the date of property disposal, public land references, and any known encumbrances on property) for each parcel, an electronic copy of each report for each parcel and an executive summary narrative. For Torrens registered property, the deed conveying title (e.g., vesting deed) to the Certificate of Title will also be obtained for all fee airport interests.

Task	Rate/Parcel	Total Cost
Exhibit A Abstracting	\$1,000	\$65,000
Total Estimated Costs		\$65,000

ProSource can initiate the project immediately, following your authorization to proceed, as memorialized via a fully executed SEH Work Order.

RATE SCHEDULE:

Labor Classifications	2023 Rate/Hour
Principal/Project Attorney	\$325
Senior Project/Contract Manager	\$158
Acquisition/Relocation Project Manager	\$114
Acquisition/Relocation Agent	\$104
Title Agent	\$93
Senior Database/Document Specialist	\$93
Database/Document Specialist	\$92
Staff Administrative	\$60
Mileage/Per Diem	Prevailing IRS/CONUS Rate
Shipping, Communications, Courier, Equipment Rental, Document Copies, Appraisal, and Misc. Expenses	Cost

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Cedar Rapids, IA
Oklahoma City, OK
Dallas, TX
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Cape Coral, FL

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GENERAL ASSUMPTIONS AND CONDITIONS:


1. ProSource relied on the attached FFM Exhibit to determine a scope including up to 65 parcels. Any deviations in the scope may affect the budget. Additional expenses will be cleared through SEH before ProSource continues.
2. Plat copies, if any are recorded, of interior and perimeter roadways and highways will be obtained and included in the title reports. And, plat copies, if any are recorded, which contain airport fee and/or easement interests will be provided.
3. The project does not require the attendance of ProSource personnel at any project or public meetings/hearings. Any such meetings will be attended on a time and material basis.
4. Litigation, appeal, and administrative settlement actions will be performed on a time and materials basis.
5. Other work (e.g., additional planning services, general project documentation, survey, title curative assignments, legal document preparation) are available to be performed outside the stated scope of work within this proposal at the hourly rates identified herein.
6. All work will be billed on a lump sum basis upon deliverable completion and is due and payable upon receipt. This proposal is based upon our 2023 hourly rates. This contracted work will be initiated in April 2023 and will be completed within a 3-month period (lump sum estimates valid thru December 31, 2023).

We appreciate the opportunity to submit this proposal and cost estimate. If you have any questions or comments, please feel free to call me at **(763) 232-3093**. We look forward to working with you on this project.

Sincerely,

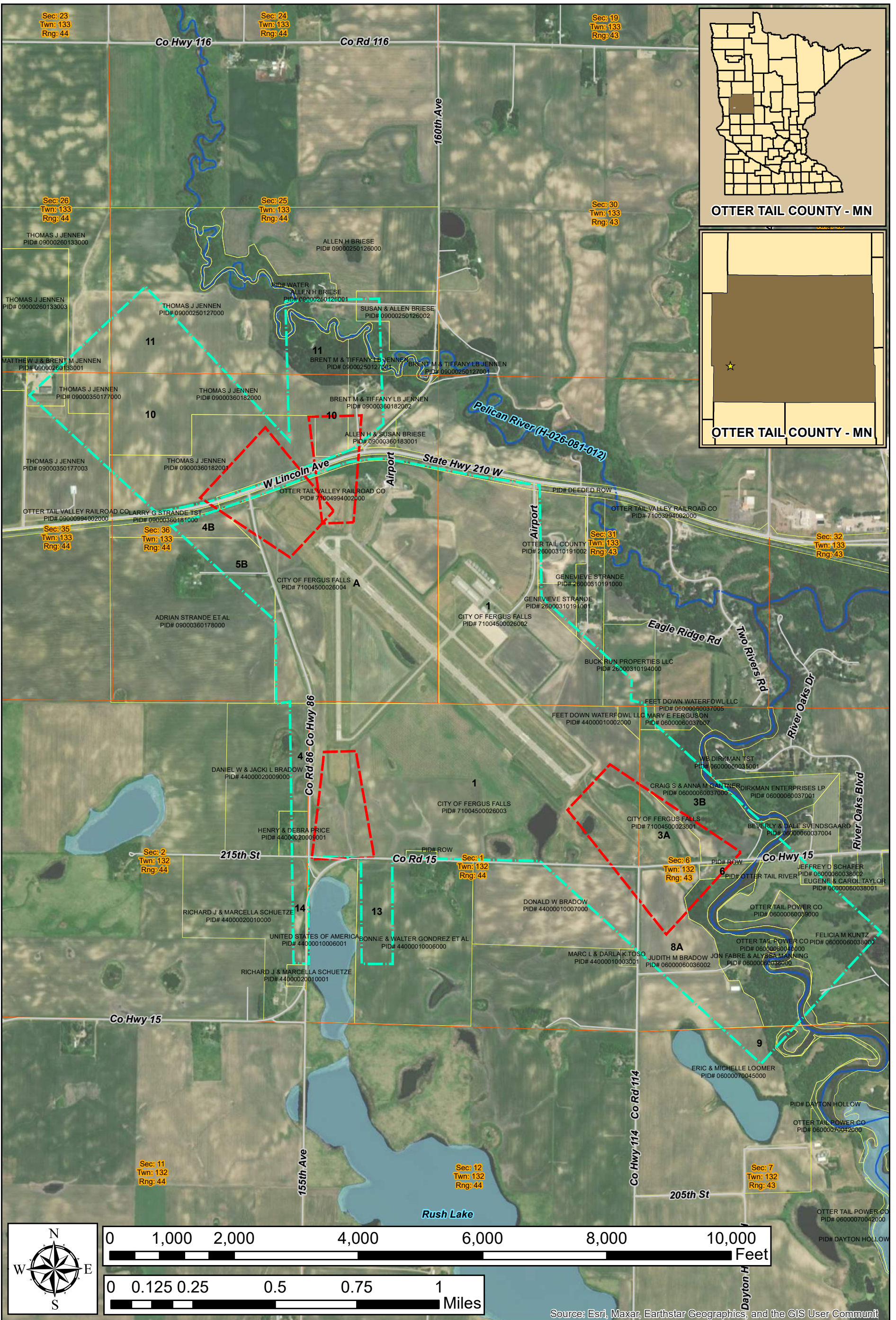
ProSource Technologies, LLC.

Accepted by:



Jason D. Alt
Vice President

Signature / Title



**AIRPORT LAYOUT PLAN
for the FERGUS FALLS
MUNICIPAL AIRPORT**

The Einar Mickelson Field
4005 MN-210
Fergus Falls, MN 56537

The primary runway 13-31 is 100 feet by 5,640 feet, covered by an asphalt surface with friction cost.
The crosswind runway 17-35 is 75 feet by 3,300 covered by an asphalt surface.



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

ESTIMATED FEES AND EXPENSES
ATTACHMENT B
Master Plan with Airport Layout Plan (ALP)
Fergus Falls Municipal Airport (FFM)
Fergus Falls, Minnesota

Task No.	Task Description	Project Manager/ Senior Planner	Planner	Senior Project Engineer	Project Engineer	Scientist	GIS	PMA / Accounting	Admin Technician	Task Total
1.0 Project Initiation, Coordination and Administration										
1.1	Project scoping/Contract development	12	6			2		2		22
1.2	Project coordination	16	10	10						36
1.3	Project administration	20	26	10				24	4	84
1.4	Quality assurance and control	40	8	8				4		60
2.0 Meetings and Stakeholder Engagement										
2.1	Stakeholder Advisory Committee (SAC) Meetings	24	24							48
2.2	Client Meetings	12	12							24
2.3	City Council Presentation	7								7
2.4	Public Open House	3	4	2						9
3.0 Master Plan										
3.1	Airport inventory	12	40		9	8	8		1	78
3.1.1	User Survey	2	20							22
3.1.2	RSA Determination	2			16		4			22
3.1.3	AGIS Survey		4							4
3.2	Activity Forecasts	8	40						1	49
3.3	Demand/Capacity analysis		2							2
3.4	Runway Facility Recommendations & Alternatives	2	30	2	2		12		1	49
3.5	Taxiway Network Facility Recommendations & Alternatives	2	30	2	2		12		1	49
3.6	Building Area Alternatives	2	20	2	2		12		1	39
3.7	Airside & Landside Facility Recommendations	2	10				10		1	23
3.8	Obstacle Action Plan		8				20			28
3.9	Pavement Management Plan			2	8		10			20
3.10 OPTIONAL: RPZ Analysis										
3.11	Environmental Overview		6			24				30
3.12	CIP/Implementation Plan	2	8	2	16					28
3.13	Executive Summary	2	4							6
4.0 Exhibit 'A' Property Map & Report										
4.1	Base section mapping						16			16
4.2	Organization of title work files						10			10
4.3	Property funding research	1	24							25
4.4	Compute airport parcels						20			20
4.5	Sheet layout						20			20
4.6	Table preparation						10			10
4.7	Drafting Exhibit A Map	2	20				16			38
4.8	Narrative for encroachments/possible gaps/overlaps						8			8
4.9	Revisions based on FAA/MnDOT reviews	2	4				8			14
4.10	Exhibit A Report	1	12				2			15
5.0 Airport Layout Plan Update										
5.1	Title Sheet		6							6
5.2	Data Sheet		8							8
5.3	Existing Airport Layout Plan Drawing		25							25
5.4	Proposed Airport Layout Plan Drawing		15							15
5.5	Airport Airspace Drawing		4							4
5.6	Inner Portion of the Approach Surface Drawing - Rwy 13 Ext., Fut., & Ult.		16				8			24
5.7	Inner Portion of the Approach Surface Drawing - Rwy 31 Ext., Fut., & Ult.		16				8			24
5.8	Inner Portion of the Approach Surface Drawing - Rwy 17 Ext., Fut., & Ult.		16							16
5.9	Inner Portion of the Approach Surface Drawing - Rwy 35 Ext., Fut., & Ult.		16							16
5.10	North Building Area Drawing		10				2			12
5.11	Main Building Area Drawing		2							2
5.12	Land Use Drawing		2							2
5.13	Exhibit A Property Map									0
Total hours per labor category		176	508	40	55	34	216	30	10	1,069
Optional Tasks										
3.10	RPZ Analysis	4	40	4	4					52
Total hours per labor category for Optional Tasks Only		4	40	4	4	0	0	0	0	52

TOTAL LABOR COSTS WITHOUT OPTIONAL TASK:

Labor Category	Hours	Rate	Extension
Project Manager/ Senior Planner	176	\$72.19	\$12,705.00
Planner	508	\$54.24	\$27,555.44
Senior Project Engineer	40	\$83.13	\$3,325.14
Project Engineer	55	\$41.75	\$2,296.14
Scientist	34	\$36.66	\$1,246.29
GIS	216	\$48.99	\$10,582.49
PMA / Accounting	30	\$42.90	\$1,287.09
Admin Technician	10	\$34.07	\$340.73

Total Direct Labor Costs:	1,069	\$59,338.31
Administrative and Labor Overhead Fee (15%)		\$102,061.90
Total Labor Costs		\$24,210.03
		\$185,610.25

ESTIMATE OF EXPENSES WITHOUT OPTIONAL TASK:

Direct Expenses	Quantity	Rate	Extension
Mileage	2464	\$0.65	\$1,601.60
Computer Usage	1069	\$5.80	\$6,200.20
Airport Layout Plan Reproductions (13 sheets)	7	\$30.00	\$210.00
Presentation & Public Meeting Materials	1	\$100.00	\$100.00
Master Plan Reports	2	\$75.00	\$150.00
Subconsultant: Exhibit A Research (ProSource)	1	\$65,000.00	\$65,000.00
Subconsultant: AGIS (Martinez)	1	\$96,371.05	\$96,371.05

Total Expenses**\$169,632.85****SUMMARY WITHOUT OPTIONAL TASK:**

Estimated Total	\$355,243.10
Total	\$355,200.00

TOTAL LABOR COSTS - OPTIONAL TASK:

Labor Category	Hours	Rate	Extension
Project Manager/ Senior Planner	4	\$72.19	\$288.76
Planner	40	\$48.98	\$1,959.20
Senior Project Engineer	4	\$83.13	\$332.52
Project Engineer	4	\$49.28	\$197.12

Total Direct Labor Costs:	52	\$2,777.60
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Administrative and Labor Overhead	\$4,777.47
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Fee (15%)	\$1,133.26
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Total Labor Costs **\$8,688.33****ESTIMATE OF EXPENSES - OPTIONAL TASKS:**

Direct Expenses	Quantity	Rate	Extension
Computer Usage	52	\$5.80	\$301.60

Total Expenses**\$301.60****SUMMARY - OPTIONAL TASK ONLY:**

Estimated Total	\$8,989.93
Total	\$9,000.00

SUMMARY - TOTAL PROJECT:

Estimated Total	\$364,233.03
Total	\$364,200.00

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, 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.

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

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

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. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 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 exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror 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 verify 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 Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA 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.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor 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.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor'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 {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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 FAA 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 sub-grant.

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 \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, 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

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, sub-grants, 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.

OCCUPATIONAL SAFETY AND HEALTH ACT

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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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 (20 CFR Part 1910). Contractor 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.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

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

- a) 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.
- b) The applicant represents that it is () is not (✓) 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 twentyfour (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 U.S.C. § 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.

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;
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 Engineer 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.

TRADE RESTRICTION CERTIFICATION

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

- a. 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 (U.S.T.R.);
- b. 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 U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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, United States Code, Section 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 U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 U.S.T.R, 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 may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

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 U.S.C. 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.



Council Action Recommendation

Meeting Date:

May 10, 2023 – Committee of the Whole
 May 15, 2023 – City Council

Subject:

P.I. No. 6080 – 2023 Sidewalk Program Rates

Recommendation:

- Initiate P.I. No. 6080– 2023 Sidewalk and Driveway Program
- Approve the 2023 Sidewalk Assessment Rates

Background/Key Points:

Staff has reviewed the unit rates from the 2022 Sidewalk and Driveway Program along with the expected materials/construction cost increases for 2023. Staff is recommending the following unit rate adjustments for the 2023 Program.

	Remove <u>C & G</u>	Remove <u>Concrete</u>	4" Concrete Walk <u>(5 feet wide)</u>	4" Concrete Walk <u>(Irregular Width)</u>	6" Concrete Walk/Drive
2022 Rate	\$20.00/L.F	\$5.75/S.F.	\$32.25/L.F.	\$7.00 /S.F.	\$8.25/S.F.
Prop. 2023 Rate	\$28.00/L.F	\$6.50/S.F.	\$37.50/L.F.	\$8.00/S.F.	\$9.00/S.F.
Change	+\$8.00	+\$0.75	+\$5.25	+\$1.00	+\$0.75

	<u>Reinforcement</u>	<u>Curb & Gutter</u>	Saw <u>Bituminous</u>	Saw <u>Concrete</u>
2021 Rate	\$1.75/S.F	\$32.50/L.F.	\$15.00/L.F.	\$16.00/L.F.
Prop. 2022 Rate	\$1.75/S.F	\$45.00/L.F.	\$15.00/L.F.	\$16.00/L.F.
Change	\$0.00	+\$12.50	\$0.00	\$0.00

These rates will be applied to all concrete sidewalk and driveway work within the R/W, which is initiated by a 100-percent (voluntary) petition by the property owner in the 2023 construction season. Each individual petition is written to represent the exact cost of the improvement as agreed upon utilizing the assessment rates noted herein.

Budgetary Impact:

The City budgets approximately \$30,000/year to cover its share of these sidewalk projects.

Originating Department:
 Engineering Department

Respectfully Submitted
 Brian Yavarow, P.E. – City Engineer



Council Action Recommendation

Page 1 of 2

Meeting Date:

May 10, 2023 – Committee of the Whole
May 15, 2023 – City Council

Subject:

PI 9502 –Old Wastewater Treatment Plant Demolition Project

Recommendation:

- Accept Interstate Engineering’s professional services supplemental proposal for design in the amount of \$25,000.00
- Order the project plans and specifications
- Authorize staff to prepare the Purchase Agreement between OTP and the City of Fergus Falls

Background/Key Points:

Last November, the City Council accepted Otter Tail Power’s Letter of Intent (LOI) to acquire City owned property. The subject property is located within the abandoned Wastewater Treatment Plant located west of Pisgah Dam along Tower Road. OTP is requesting this tract of land to construct a new electrical substation facility for the Express Feeder Project. This substation needs to be constructed prior to decommissioning existing facilities, such as the current substation located adjacent to the Former Dairy site, near Buse Street. Please refer to the attached preliminary exhibit.

As a condition of the Letter of Intent (LOI), the City was required to prepare an Environmental Site Assessment (ESA), Phase 1. McCoy Environmental provided this service. The Phase 1 report was completed and shared with OTP representatives. Otter Tail Power Company is not requesting a Phase II ESA and is willing to move forward with the purchase agreement between OTP and the City of Fergus Falls. OTP is planning to start the new substation construction in spring, 2024 if acceptable to this Council.

Based on this information, the City needs to determine the Old Wastewater Demolition work scope. Option 1 consists of demolishing only what is needed to facilitate OTP’s space needs or Option 2 consisting of demolishing all of the facility once the pending Purchase Agreement executed.

Budgetary Impact:

The project costs are proposed to be funded thru the Sanitary Sewer Enterprise Fund.

Originating Department:

Engineering Department

Respectfully Submitted:

Brian Yavarow, P.E. – City Engineer

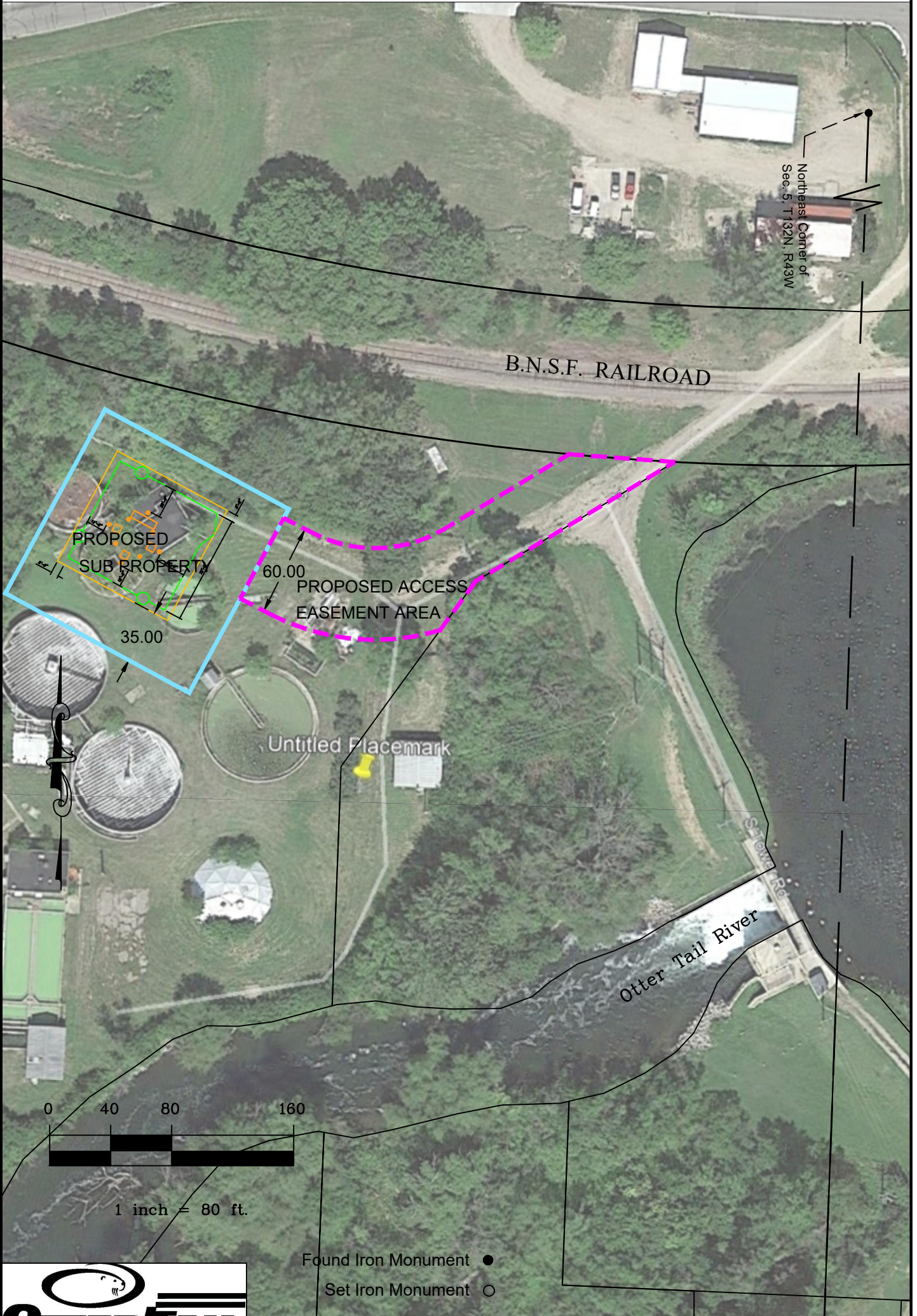
Attachments:

Otter Tail Power Letter of Intent (LOI) w/ Exhibit



0.50 MGD Old Waste Water Treatment Plant, Aerial Dated: Oct. 2009

Proposed Substation Property and Access Easement in City of Fergus Falls Across Part of the NE 1/4 of Sec.5, T132N, R43W, Otter Tail County, Minnesota



Northeast Corner of Sec. 5, T132N, R43W

Stewart Rd
Otter Tail River





Council Action Recommendation

Page 1 of 1

Meeting Date: May 10, 2023

Subject: Pebble Beach Lifeguards

Recommendation: Approve a contract with the Fergus Falls YMCA to provide lifeguard services at Pebble Beach for the 2023 season.

Background/Key Points: The Fergus YMCA has provided the lifeguard service at Pebble Beach since 2008 (with a break in 2020 due to C-19) and they have agreed to provide this service once again for the 2023 season. The contract period is June 17th through August 12th.

Budgetary Impact: The \$25,000 cost for this service will be the same as it has been for the last few years and will be payable in 3 equal installments.

Originating Department: Public Works

Respectfully Submitted: Len Taylor-Parks and Rec. div.

Attachments: 2023 agreement

LIFEGUARD SERVICES CONTRACT
AT PEBBLE BEACH

This contract is made and entered into by and between the City of Fergus Falls, Minnesota, hereinafter referred to as "City" and the Fergus Falls Area YMCA of Fergus Falls, Minnesota, hereinafter referred to as the "YMCA".

WHEREAS it is appropriate that the following contract be entered into for the safety and convenience of the general public in the use and enjoyment of the Pebble Lake Beach located in the City of Fergus Falls, Minnesota and it is mutually agreed by and between the parties as follows:

1. **Description of Premises:** The city for and in consideration of the agreements hereinafter stated, grants to the YMCA, for purposes stated herein, the right, privilege, and duty to provide lifeguarding services to the City of Fergus Falls at Pebble Lake Beach, hereafter referred to as "beach".
2. **Term:** The term of this contract will be a period commencing on June 17, 2023 through August 12, 2023.

The YMCA shall provide lifeguard services exclusively in the designated swimming area between the above dates from the hours of 1:30 pm until 5:30 pm. It being the intent of the parties that there shall be no days excluded from having lifeguard supervision at the above beach, however the parties agree that in the discretion of the YMCA Aquatic Director or designated YMCA leader. The YMCA shall not provide lifeguarding services when weather, water level or any other unforeseen situation including inadequate number of staff, becomes a safety concern for the public utilizing the beach and the staff of the YMCA. If the YMCA in its discretion decides not to provide lifeguarding services based upon the above conditions, the YMCA shall have the obligation of providing adequate posting on the premises to ensure the public fully understands lifeguarding services would not be offered for that particular day. Any signage so placed by the YMCA shall also include a warning to the public that lifeguarding services are not being provided and that the public use of the beach is at their own risk.

3. **Compensation:** In exchange for providing lifeguarding services, the YMCA shall be paid the total sum of \$25,000 payable in three monthly installments, with the first installment being due and payable on or before June 15, 2023, the second installment due and payable on or before July 15, 2023, and the final installment due and payable on or before August 15, 2023. This agreement supports the YMCA's Aquatics Department by driving investment into our lifeguard training and certification processes. Some of that investment actually comes back to the Community Education Department as the YMCA partners with Community Education to offer Lifeguard Certification classes.
4. **Docks, Equipment, Maintenance and Telephone:** The city shall be responsible for maintaining, installing and removing any docks or any other equipment at the beach. The City of Fergus Falls shall also provide cleanup of the waterfront area to ensure there is no debris or other materials that may be harmful or cause harm to the public. The city will also maintain the restrooms and garbage on site. The city shall provide and equip the beach with standard rescue equipment. Said equipment shall be generally accepted as appropriate and necessary rescue equipment together with a working telephone in close proximity to the beach. The YMCA shall furnish a fully stocked first aid kit and lifeguard fanny packs complete with

rescue masks and additional first aid supplies. Lifeguard staff must carry a cell phone in the event of an emergency. The city shall furnish a charged AED and megaphone.

5. **Right to Terminate:** The YMCA agrees that the city shall retain the right to permanently close the beach if the city determines lifeguarding services are being provided by the YMCA are inadequate or, if because of natural disasters, high water or for other unknown reasons, it becomes necessary to close the beach on either a temporary or permanent basis. In the event the city chooses to close the beach on a permanent basis for the year, the city shall notify the YMCA, in writing, to close the beach and cancel the contract. In that event, all payments due under the terms of this contract shall be pro-rated and paid directly to the YMCA up until the date of the Notice of Termination. Any remaining portion of payments under the terms of this contract shall not require to be paid by the city to the YMCA.
6. **Insurance:** The YMCA shall provide and maintain in force throughout the term of this contract, the following insurance:
 - a. General liability insurance which shall not be in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - b. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of Minnesota.

In the event of destruction, loss or damage by fire or other casualty of any of the city owned buildings, improvements or fixtures located at the beach and the city determines it to be essential to the continued operation of this contract and which cannot be repaired reasonably within fifteen (15) days, the city, may at its option, terminate this contract. A decision by the city to terminate this contract shall be communicated in writing to the YMCA as soon as practical. If the contract is terminated, the payments to the YMCA shall be in amounts as set forth above.

Each policy of liability insurance shall contain additional named insured endorsements in the name of the City of Fergus Falls.

7. **Indemnification:** The YMCA agrees to defend and indemnify the city for all claims arising out of any act or omission of the YMCA or any other entity acting on the YMCA's behalf. The city agrees to defend and indemnify the YMCA for any claims arising out of any act or omission of the city or any employee acting on the city's behalf as it relates to the terms of this contract and lifeguarding services being provided to the city.

The YMCA agrees to further follow all state laws or rules regarding lifeguards, licensing of lifeguards and agrees lifeguards will have current certification.

8. **Minimum Hours and Lifeguards Provided:** The YMCA agrees that it shall have the duties and responsibilities to provide lifeguards during the hours of service identified above unless the beach is closed for reasons identified above. Further, the YMCA agrees that it shall maintain a minimum of 2 lifeguards on duty at the premises, during the hours of service identified above. Further, the YMCA agrees that it shall maintain a minimum of 2 lifeguards on duty at the premises providing lifeguarding services during the term of this contract.

The lifeguards will minimally clean the beach area for a period of up to 30 minutes per day. The lifeguards will also monitor and support restroom cleanliness.

The YMCA shall comply with all applicable laws, rules, regulations, and orders existing during the terms of this contract.

9. **Non-Assignability, Modification of Contract:** Notwithstanding any of the provisions of this contract, the parties agree that they will not assign, nor modify this contract unless said modifications or assignment is expressly agree, in writing between the parties.

Dated this _____ day of _____, 2023

CITY OF FERGUS FALLS by

Mayor

City Administrator

FERGUS FALLS YMCA by

Authorized Representative



Council Action Recommendation

Page 1 of 1

Meeting Date: May 10, 2023

Subject: Salt/Sand storage

Recommendation: Approve a contract with Greystone Construction to provide and install a 65' x 84' Atlas L 10 Series Building.

Background/Key Points: In the mid-late 90's, the City of Fergus Falls, the State of MN and Otter tail County were involved in a three-way sharing of a salt/sand storage structure and each paid 1/3 of the construction costs. The city has continued in this partnership of the structure that is located on MN DOT property on E. Douglas Ave. Otter tail County hasn't been a partner in the building for quite a few years. The State of MN has decided that its building has served its useful life and is planning to construct a new facility. While that partnership was valuable, the City owning its own building will eliminate several logistical and maintenance issues and will serve the storage needs for these materials for many years. Our construction costs will be less than what our share of the new state building would've been.

Budgetary Impact: Cost to purchase and construct the pre-engineered structure from Greystone Construction through the Sourcewell purchasing group is \$240,405 and will be paid for out of the equipment fund.

Originating Department: Public Works

Respectfully Submitted: Len Taylor

Attachments: