

**REGULAR CITY COUNCIL MEETING  
CITY HALL COUNCIL CHAMBERS  
JULY 25, 2016  
6:00 P.M.**

**AGENDA**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. COUNCIL ACTIVITY REPORTS
- IV. DEPARTMENT HEAD REPORT – Bill Ludwig
- V. CONSENT AGENDA
  - A. Minutes (page 1) – Park & Tree Board
  - B. Vouchers (page 2)
  - C. MRWA Wastewater Operation & Maintenance Training Session (page 3)
- VI. NEW BUSINESS
  - A. Designate Brad Mehlhop As Building Official (page 5)
  - B. Community Gardens Water Bill (page 8)
  - C. Meeting Room Rental Fees (page 9)
- VII. OLD BUSINESS
  - A. 2016 Street Project (page 12)
  - B. 2017 Street Project (page 14)
  - C. VOC - Water Treatment Plant (page 17)
  - D. Full-Time Finance Technician Position (page 18)
  - E. Airport – Runway 11-29 Taxiway & Apron Crack Repair (page 19)
  - F. Variance Request – Casey’s Retail Company (page 57)
  - G. Heatherwood Plat Three Lots – Bill Lieser Request (page 71)
- VIII. INFORMATIONAL
  - A. West Central Sanitation July Garbage Rates (page 73)
  - B. Morgan Stanley Investment Report (page 74)
  - C. AIS – MN DNR Lake Koronis Monitoring Reports (page 113)
  - D. Notice For Filing For City Of Paynesville Offices (page 114)
- IX. ADJOURN

**Reminder: 6:30 p.m. Casey’s Retail Company Variance Public Hearing**

The agenda has been prepared to provide information regarding an upcoming meeting of the Paynesville City Council. This document does not claim to be complete and is subject to change.

**BARRIER FREE:** All Paynesville City Council meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact City Hall at (320) 243-3714 early so that the necessary arrangements can be made.

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: Consent Agenda

Originating Department: Administration

Item Number: V – A

**ITEM DESCRIPTION:** Minutes

Prepared by: Staff

**COMMENTS:**

Please review the minutes from the following meetings:

**Meeting**

April 7, 2016 Park & Tree Board

**Emailed  
June 1, 2016**

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve the minutes from the following meetings:

April 7, 2016 Park & Tree Board

**June 1, 2016**

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Originating Department: Administration

Agenda Section: Consent

Item Number: V-B

**ITEM DESCRIPTION:** Vouchers

Prepared by: Alice McColley

**COMMENTS:**

Please review the following vouchers:

07/12/2016	Void Check	93038	\$0.00
07/12/2016	Payroll - Correction A Murdock	93039	\$252.48
07/20/2016	Vouchers	93040-93095	\$100,189.04
		<b>TOTAL</b>	<b>\$100,441.52</b>

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve the following vouchers:

07/12/2016	Void Check	93038	\$0.00
07/12/2016	Payroll - Correction A Murdock	93039	\$252.48
07/20/2016	Vouchers	93040-93095	\$100,189.04
		<b>TOTAL</b>	<b>\$100,441.52</b>

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: Consent Agenda

Originating Department: Public Works

Item Number: V – C

**ITEM DESCRIPTION:** MRWA Wastewater Operation & Maintenance Training Session

Prepared by: Staff

**COMMENTS:**

The MRWA Wastewater Operation & Maintenance Training Session will be held on August 17, 2016 from 8 – 3:30 p.m. in Paynesville. Ron Mergen, Brad Mehlhop, Bob Wander and Jason Ruhoff are interested in attending the training. The registration is free; however, there will be staff time involved. This training will provide 6 certification hours for full day attendance.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve the attendance of Ron Mergen, Brad Mehlhop, Bob Wander, and Jason Ruhoff to the MRWA Wastewater Operation & Maintenance Training Session on August 17, 2016.

# MRWA Wastewater Operation & Maintenance Training Session



- 8:00am Wastewater Operation & Maintenance Forum**  
*This session will be a discussion on topics that affect the operation and maintenance of wastewater systems today.*
- 9:00am Impact of Industrial Wastewater on Treatment Systems**  
*See how industrial waste streams can impact a wastewater treatment system and how the city of Paynesville has had to deal with waste from some of their industries.*
- 10:00am ARC Flash and Electrical Preventive Maintenance**  
*Find out what you need to know on ARC Flash and its requirements, as well as what an ARC Flash study is all about.*
- 11:00am Your Safety Equipment**  
*Are you using and maintaining your safety equipment properly? Learn how to use and maintain your equipment. See what is new in safety product equipment.*
- 12:00pm Lunch - (On Your Own)**
- 12:30pm Maintaining and Protecting Your Concrete Floors at Your Wastewater Facility**  
*This session will cover all aspects of maintaining your floors, from coatings, fixing fillings, and more. See what new flooring is being used in stadiums, including the Viking's new stadium.*
- 1:30pm Sauk River Watershed District**  
*Learn about the Sauk River Watershed District and the area they serve, what their responsibilities are, and their role in improving the water quality within the district.*
- 2:30pm Wastewater Valves**  
*Learn about different types of valves that are available for you to use in your system. See the proper use and type of valves to use in different wastewater situations.*
- 3:30pm End of Day**

*Ann  
2 days  
7/19/16*

**August 17, 2016**  
**City of Paynesville**  
**American Legion**  
**770 Diekmann Drive**  
**Paynesville, MN**



### Course Instructors:

Bolton & Menk, Inc., Capital Safety, Master Electric, Mueller Company, Sauk River Watershed District, SwedeBro, & Minnesota Rural Water Association.

**Six Certification Hours for Full Day Attendance**

**There is NO charge for this session.**

**To Register For Any Training Session:** Call the MRWA Office at 800-367-6792 or online at [www.mrwa.com](http://www.mrwa.com). Use the training calendar link.

Come on in! Check out ALL the benefits and information available only to members!

# WaterPro

## Online Community

**Where the Water Pros Go!**



<http://waterprocommunity.org>

## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - A

**ITEM DESCRIPTION:** Designate Brad Mehlhop As Building Official

Prepared by: Staff

### **COMMENTS:**

Renee Eckerly will give a verbal report. The City is required to designate its Building Official to the State. Brad Mehlhop passed his Building Official exam and is considered a Limited Building Official. Mehlhop will be able to review plans and inspect residential projects as well as some small commercial and industrial projects. Jim Tews, Litchfield Building Official; will be utilized for all other commercial and industrial projects.

### **ADMINISTRATOR COMMENTS:**

### **COMMITTEE/COUNCIL ACTION:**

Motion to approve the Notice of Designation of Certified Building Official and authorize the City Administrator to sign the documents.

July 19, 2016

Minnesota Department of Labor and Industry  
Construction Codes and Licensing Division  
Business Unit  
443 Lafayette Road North  
St. Paul, MN 55155-4341

**RE: Notice of Designation or Vacancy of Certified Building Official**

To Whom It May Concern:

The City of Paynesville has completed the Notice of Designation of Certified Building Official and designated Bradley R. Mehlhop as the City's Building Official. Currently, Mr. Mehlhop has a Limited Building Official license.

The City of Paynesville will be continuing to utilize Jim D. Tews certification number BO2243 who is employed with the City of Litchfield, 126 North Marshall Avenue, Litchfield Minnesota. Mr. Tews will be utilized for commercial and industrial permits and inspections until Mr. Mehlhop obtains full certification as a Building Official.

If you have any questions, please contact me at (320) 243-3714 extension 227.

Sincerely,

Renee Eckerly  
City Administrator

Minnesota Department of Labor and Industry  
 Construction Codes and Licensing Division  
 Business Unit  
 443 Lafayette Road North, St. Paul, MN 55155-4341  
 Phone: (651) 284-5068 Fax: (651) 284-5749  
 www.dli.mn.gov TTY: (651) 297-4198

## Notice of Designation or Vacancy Of Certified Building Official

PRINT IN INK or TYPE your responses.

To the Commissioner of Labor and Industry:

According to M.S. §326B.133, Subd. 1, which states:

Each municipality shall designate a building official to administer the code. A municipality may designate no more than one building official responsible for code administration defined by each certification category established in rule. Two or more municipalities may combine in the designation of a building official for the purpose of administering the provisions of the code within their communities.

and further, according to M.S. §326B.133, Subd. 7, which states in part:

In the event that a designated building official position is vacant within a municipality, that municipality shall designate a certified building official to fill the vacancy as soon as possible. The commissioner must be notified of any vacancy or designation in writing within 15 days.

The administrative authority of the municipality of

CITY OF PAYNESVILLE, MN

Hereby notifies you, pursuant to M.S. §326B.133, that it has made one of the following designations (A or B selected):

**A.**

Municipality has designated

BRADLEY R MEHLHOP

NAME (INCLUDE MIDDLE INITIAL)

CERTIFICATION NUMBER

as the municipality's building official, who in the municipality of

CITY OF PAYNESVILLE

will be known as the

TITLE BUILDING OFFICIAL

, effective

DATE JULY 25, 2016

**MUNICIPALITY CONTACT INFORMATION**

MUNICIPALITY STREET ADDRESS (do not provide a PO Box)

221 WASHBURNE AVENUE

CITY

CITY OF PAYNESVILLE

STATE

MN

ZIP

56362

PHONE

(320) 243-3714

FAX

(320) 243-3713

E-MAIL

renee@paynesvillemn.com

**MUNICIPAL BUILDING OFFICIAL CONTACT INFORMATION**

BUILDING OFFICIAL STREET ADDRESS (do not provide a PO Box)

221 WASHBURNE AVENUE

CITY

PAYNESVILLE

STATE

MN

ZIP

56362

PHONE

(320) 243-3714

FAX

(320) 243-3713

E-MAIL

bmehlhop@paynesvillemn.com

**OR B.**

Municipality has a vacancy in the building official position. effective

DATE

**Statutory definitions from M.S. §326B.103, Subd. 6** *Designate* "the formal designation by a municipality's administrative authority of a certified building official accepting responsibility for code administration."

**Administrative authority** "a municipality's governing body or their assigned administrative authority."

Please have person with administrative (appointing) authority sign. Form must be signed.

SIGNATURE OF ADMINISTRATIVE AUTHORITY

TITLE

DATE

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## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - B

**ITEM DESCRIPTION:** Community Gardens Water Bill

Prepared by: Staff

### **COMMENTS:**

Renee Eckerly will give a verbal report. The following is an excerpt from the June 7, 2016 Budget & Finance Committee meeting:

#### **Community Gardens**

The gardens were started in 2007 at which time the City was requested to pay the water bill. In 2009 the garden club paid for part of the water usage. Since 2009 the City has paid the water bill in exchange for mowing the Community Park. Park mowing is now difficult because it is rough ground and they need to drive slowly. There are 30 garden lots now and the charge is \$25.00 per lot. Currently the club's expenses are \$300.00 - \$400.00 annually. Davis is in charge of the water usage. There are 2 lots available at this time. The gardens are a benefit to the City.

**Motion was made by Eckerly to pay up to \$300.00 from May 1, 2016 to September 30, 2016 for water and recommend such to the City Council. Seconded by LaBeau and unanimously carried.**

Ludwig will send a bill to the garden club board.

The garden club will then pay any amount due after that. Future years were not discussed.

### **ADMINISTRATOR COMMENTS:**

There is a minimal fee each month of \$7.48 with no water usage; therefore it would be best to go calendar year.

### **COMMITTEE/COUNCIL ACTION:**

Motion to pay up to \$300.00 from January 1, 2016 to December 31, 2016 for water usage at the community gardens.

g

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: New Business

Originating Department: Administration

Item Number: VI - C

**ITEM DESCRIPTION:** Meeting Room Rental Fees

Prepared by: Staff

**COMMENTS:**

Renee Eckerly will give a verbal report. The following is an excerpt from the June 7, 2016 Budget & Finance Committee meeting:

**Meeting Room Reservation Fees**

Eckerly reported that the rental fee is low due to the renter setting up and cleaning up the room, but last time it was rented it took four hours of staff time.

**Motion was made by Ludwig to charge:**

<b>Local Non-Profit</b>	<b>= FREE with a \$50.00 deposit to be returned if cleaned up</b>
<b>Local Business</b>	<b>= \$100.00 with a \$50.00 deposit to be returned if cleaned up</b>
<b>Out of Town Non-Profit</b>	<b>= \$100.00 with a \$50.00 deposit to be returned if cleaned up</b>
<b>Out of Town Business</b>	<b>= \$100.00 with a \$50.00 deposit to be returned if cleaned up</b>

**and recommend such to the City Council. Seconded by Herzberg and passed 4:1 (Soine, yes; Herzberg, yes; Ludwig, yes; Eckerly, yes; and LaBeau, no).**

Please review Resolution 2016-20 Amending Meeting Rooms/Office Space Reservation Fees.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve Resolution 2016-20 Amending Meeting Rooms/Office Space Reservation Fees.

**RESOLUTION 2016-20  
AMENDING MEETING ROOMS/OFFICE SPACE RESERVATION FEES**

WHEREAS, the City of Paynesville has adopted various fees which have been established and, from time to time, amended by Resolution of the City Council; and

WHEREAS, among the fees established by the City Council are fees related to rental of meeting rooms and office space; and

WHEREAS, the City Council wishes to update and amend fees related to rental of such space at City Hall;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PAYNESVILLE AS FOLLOWS:

1) Meeting rooms or office space shall be available to local non-profit organizations at no charge with a \$50.00 deposit to be returned if the room is cleaned up after use.

2) Meeting rooms or office space shall be available to local for-profit organizations for \$100.00 with a \$50.00 deposit to be returned if the room is cleaned up after use.

3) Meeting rooms or office space shall be available to out-of-town non-profit organizations for \$100.00 with a \$50.00 deposit to be returned if the room is cleaned up after use.

4) Meeting rooms or office space shall be available to out-of-town for-profit organizations for \$100.00 with a \$50.00 deposit to be returned if the room is cleaned up after use.

Except as otherwise specifically herein stated, all other fees previously established by the City Council are hereby ratified and confirmed.

Adopted by the City Council this 25<sup>th</sup> day of July, 2016.

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Jeff Thompson, Mayor

ATTEST:

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Renee Eckerly, City Administrator

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**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – A

**ITEM DESCRIPTION:** 2016 Street Project

Prepared by: Staff

**COMMENTS:**

Chuck DeWolf will give a verbal report on the project. The latest project newsletter is attached for your information.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

# City of Paynesville

## 2016 Improvement Project Newsletter

### Construction includes:

- *New sanitary sewer mains and services*
- *New water mains and services*
- *New storm sewer mains and catch basins*
- *Street and curb construction*
- *Driveway and turf restoration*

### Contractor:

- *Voss Plumbing & Heating of Paynesville, Inc.*



**Bolton & Menk, Inc.**  
Phone: 320-231-3956

**Chuck DeWolf, P.E.**  
Paynesville City Engineer  
Cell: 320-212-2846

**Mark Klēma, P.E.**  
Project Engineer  
Cell: 320-905-6154

**James Mickelson**  
Construction Representative  
(onsite full time)  
Cell Phone: 320-212-0078

### PROJECT LOCATION

As you are aware, the City of Paynesville is completing improvements along various streets in the community this construction season. The contractor for the project is Voss Plumbing & Heating of Paynesville, Inc. The following are the streets included in the project:

#### Reconstruction Areas:

- Minnie Street: from Washburne Avenue to Industrial Loop West
- Lake Avenue: from Minnie Street to the Crow River Bridge

#### Mill & Overlay Areas:

- Mill Street: Business 23 to Lake Avenue
- First Street: Alldon Park Drive to Lake Avenue
- Stearns Avenue: First Street to Business 23
- Main Street: Business 23 to Hwy 55

### PROJECT UPDATE

The Contractor's anticipated schedule for the project is as follows:

1. The Contractor is finalizing the construction of the underground utility improvements along Lake Avenue and anticipates being completed by next Wednesday, July 20<sup>th</sup>. They will then start the construction of the street improvements (excavating the roadway and placing gravel base) and are tentatively planning to install the curb and gutter the week of July 25<sup>th</sup>.
2. The underground utility improvements along Minnie Street are planned to start next Wednesday, July 20<sup>th</sup>.
3. The improvements in the Mill and Overlay Areas are planned to be completed at the same time as the paving operations for Lake Avenue. At this point, they are tentatively planned for early August. Property owners will be notified of the exact date as the time nears.

The general order of work in the Reconstruction Areas will typically be as follows:

1. Temporary water service will be connected to your house
2. The bituminous street surface will be milled off, driveway pavement, and curb and gutter will be removed
3. Sanitary sewer, watermain, new sewer and water services and storm sewer will be installed
4. The roadway will be excavated and reconstructed to a gravel surface
5. Concrete curb and gutter and driveways will be constructed
6. The base layer of bituminous pavement will be placed (the top layer will be placed the following year)
7. Topsoil and seed will be installed

As work proceeds, you will experience temporary water shut-offs. You will be notified in advance when this is necessary.

In the interest of safety, the streets in the Reconstruction Areas will be closed to non-local traffic during construction. As construction continues there will be periods of time where access to your driveway will be limited. At the end of the day, the street will be restored and graded so that residents can access their driveway.

We want to thank you in advance for your patience and cooperation during the upcoming project. If you have any questions or concerns at any time, feel free to contact any of the people in the box to the left.

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII - B

**ITEM DESCRIPTION:** 2017 Street Project

Prepared by: Staff

**COMMENTS:**

Chuck DeWolf will present the Feasibility Report on the 2017 Street Project. Resolution 2016-21 Receiving Feasibility Report & Calling For Hearing On Improvement is being presented for consideration. The Preliminary Assessment Public Hearing is being set for Monday, September 26, 2016 at 6:30 p.m.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve Resolution 2016-21 Receiving Feasibility Report & Calling For Hearing On Improvement.

**RESOLUTION 2016-21  
RECEIVING FEASIBILITY REPORT & CALLING FOR  
HEARING ON IMPROVEMENT**

WHEREAS, pursuant to a Resolution of the City Council adopted March 28, 2016, a report has been prepared by Bolton & Menk with reference to the proposed 2017 Street Improvement Project, which includes the improvement of:

1) Lake Avenue from the Crow River Bridge to the Highway 23 Bypass by the installation of sanitary sewer, water mains and storm sewer, the reconstruction of the street with curb and gutter and sidewalks or a paved walking trail; and

2) All of Diekmann Drive; Main Street from the Minnesota Highway 23 Bypass to Business 23; Minnesota Street from Highway 55 to Stearns Avenue; Genessee Street from Mill Street to Wendell Street; Oak Park Avenue from the Crow River to Business 23; Wendell Street from Business 23 to Stearns Avenue; Hudson Street from Wendell Street to Business 23; Stearns Avenue from Business 23 to James Street; Augusta Avenue from Mill Street to Business 23; Main Street from Stearns Avenue to Lake Avenue; and Washburne Avenue from First Street to Mill Street, all by milling and overlay of the street surface;

and this report was received by the Council on the 25th day of July, 2016; and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective and feasible; whether it should best be made as proposed or in connection with some other

improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1) The Council will consider the improvement of such streets in accordance with the report and the assessment of abutting property for all or a portion of the costs of the improvement pursuant to Minnesota Statutes, Chapter 429, at an estimated total cost of the improvement of \$1,735,200.00.

2) A public hearing will be held on such proposed improvement on the 26th day of September, 2016, in Council Chambers at City Hall at 6:30 o'clock p.m., and the City Administrator shall give mailed and published notice of such hearing, and improvement as required by law.

Adopted by the Council this 25th day of July, 2016.

\_\_\_\_\_  
Jeff Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Renee Eckerly, City Administrator

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – C

**ITEM DESCRIPTION:** VOC – Water Treatment Plant

Prepared by: Staff

**COMMENTS:**

Chuck DeWolf will give a verbal report.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – D

**ITEM DESCRIPTION:** Finance Technician Position

Prepared by: Staff

**COMMENTS:**

Renee Eckerly will give a verbal report.

At the July 11, 2016 City Council meeting the Council hired Christine Legatt for the Finance Technician position at Grade 4 Step 1 (\$14.15 per hour); However Ms. Legatt has accepted another position.

Eckerly would like to repost and advertise of the Full-Time Finance Technician position.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to repost and advertise for the position of full time Finance Technician.

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**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – E

**ITEM DESCRIPTION:** Airport – Runway 11-29 Taxiway & Apron Crack Repair

Prepared by: Staff

**COMMENTS:**

Ron Mergen and/or Chuck DeWolf will give a verbal report. Please review the attached Notice of Award for the project as well as the Federal Grant Offer for such.

**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to approve the Notice of Award and authorize the Mayor to sign the documents.

Motion to approve the Federal Grant Offer Agreement and authorize the Mayor and City Attorney to sign the documents.



# BOLTON & MENK, INC.

Consulting Engineers & Surveyors

2040 Hwy 12 East • Willmar, MN 56201-5818

Phone (320) 231-3956 • Fax (320) 231-9710

www.bolton-menk.com

July 18, 2016

Ms. Renee Eckerly, City Administrator  
City of Paynesville  
221 Washburne Avenue  
Paynesville, MN 56362

Re: Runway 11-29 Taxiway & Apron Crack Repair  
Paynesville Municipal Airport  
Paynesville, Minnesota  
A.I.P. No. 3-24-0152-09-16  
SP No. A7302-21  
BMI Project No: T51.111098

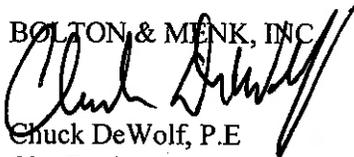
Dear Renee:

Enclosed please find five (5) copies of the Notice of Award for the above referenced project. Please sign and return to our office in the enclosed, self-addressed envelope.

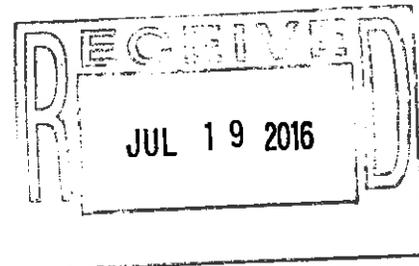
If you have any questions, please feel free to contact me.

Sincerely,

BOLTON & MENK, INC

  
Chuck DeWolf, P.E  
City Engineer

CWD/kg  
Enclosures



*W*

NOTICE OF AWARD

Date of Issuance: July 13, 2016  
Owner: City of Paynesville Owner's Contract No.:  
Engineer: Bolton & Menk, Inc. Engineer's Project No.: T51.111098  
Runway 11-29, Taxiway, & Apron Crack  
Project: Repair, Paynesville Municipal Airport Contract Name:  
All Things Asphalt D/B/A of Black Angus  
Bidder: Seal Coating  
1314 Timberland Drive  
Bidder's Address: Sauk Centre, MN 56378

TO BIDDER:

You are notified that Owner has accepted your Bid dated June 14, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Runway 11-29, Taxiway, & Apron Crack Repair, Paynesville Municipal Airport, Paynesville, MN

*[describe work, alternates, or sections of work awarded]*

The Contract Price of the awarded Contract is: \$80,000.00 [unit prices]

Five (5) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner one (1) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and Supplemental Conditions.
3. Deliver to Owner executed SECTION – 00515 RESPONSIBLE CONTRACTOR NOTICE OF AWARD. SUPPLEMENTAL CONTRACTOR VERIFICATION OF COMPLIANCE in accordance with Minn. Stat. 16C.285 subd.3 Subclauses (1) to (7). Delivery is a condition precedent to execution of this contract and failure to submit this form shall be cause for the Owner to cancel Award of Contract and declare your Bid security forfeited.
4. Other conditions precedent (if any):

This Award is contingent on MnDOT and/or FAA Federal Grant funding.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 30-07 of the FAA General Provisions

Owner: City of Paynesville

Authorized Signature

By:

Title:

Copy: Engineer

21



**Minnesota Department of Transportation**

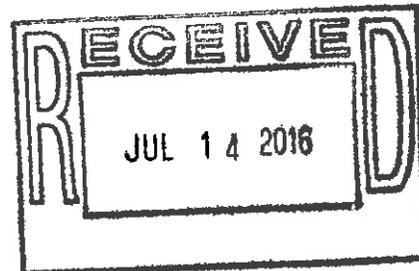
**Office of Aeronautics**

Mail Stop 410  
222 East Plato Boulevard  
Saint Paul, MN 55107-1618

Office Phone: 651-234-7200  
Fax: 651-296-9089

July 11, 2016

Ms. Renee Eckerly  
City Administrator  
Paynesville City Hall  
221 Washburne Avenue  
Paynesville, Minnesota 56362



**Subject:** Paynesville Municipal Airport  
AIP 3-27-0152-10-16  
Crack Repair Runway 11/29, Taxiway, and Apron  
**Grant Offer**

Dear Ms. Eckerly:

Enclosed are three copies of the Federal Grant Offer for the City's acceptance of the referenced airport improvement project. Please note the instructions on the attached FAA cover letter regarding acceptance, and also note any Special Conditions.

Once original signatures have been acquired on all three (3) copies, please return two copies to me (the ones marked "FAA" and "MnDOT"). Retain the remaining copy for your records.

Also included is one copy of two (2) different Sponsor Certifications: "Drug-Free Workplace" and "Certification and Disclosure Regarding Potential Conflicts of Interest". These need to be signed and returned to me. Please make sure the response boxes for each requirement are checked.

A companion State Grant Agreement and Resolution will soon follow. The State Agreement will facilitate payments on the Federal grant.

Sincerely,

Daniel P. Boerner, P.E.  
Regional Airport Engineer  
phone: (651) 234-7244  
[dan.boerner@state.mn.us](mailto:dan.boerner@state.mn.us)

Enclosures

An Equal Opportunity Employer



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

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

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

July 8, 2016

Ms. Cassandra Isackson, Director  
Department of Transportation  
Office of Aeronautics  
222 East Plato Boulevard  
St. Paul, Minnesota 55107-1618

Dear Ms. Isackson:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-27-0152-010-2016 at Paynesville Municipal Airport in Paynesville, Minnesota. This letter outlines expectations for success. Please read the conditions and assurances carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 12, 2016**, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
  - Return the executed Grant Agreement marked "Original" to our office via US mail or commercial courier.
  - Retain the copy marked "Sponsor" for your records.
  - Forward the copy marked "State" to your associated State Aviation Official

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

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you

fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

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

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

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

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

Sandy DePottey, 612-253-4642, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Butler  
Assistant Manager  
Minneapolis Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## *Important Information on your Grant:*

The Federal Aviation Administration is pleased to provide this grant to you for the planning and development of your airport.

Here is some important information that we need to pass on to you about your grant.

### **Special Conditions**

Please read the special conditions. If you have questions on the special conditions attached to this grant, please contact our office for clarification.

### **Sponsor Certifications**

Please read, complete, sign and return, to the ADO, attached Sponsor Certification forms. Certifications must be completed at the time of the grant offer.

Here is some important information that we need to pass on to you about your ongoing grant responsibilities.

### **Quarterly Performance Reports (FAA Form 5370-1)**

WHO: All grants.

#### WHEN

Construction: No later than 30 days at the end of each fiscal quarter.

Non-Construction: Due annually, no later than October 30.

#### DURATION

Construction: Until the closeout report is received by the ADO.

Non-Construction: Until the final payment is processed by the ADO.

This form is available at: [www.faa.gov/airports/great\\_lakes/aip/forms](http://www.faa.gov/airports/great_lakes/aip/forms)

### **Risk Assessment**

You must complete a sponsor assessment worksheet, and submit to the ADO, every three (3) years, starting in 2013. So, those that submitted a risk assessment in 2013 will need to provide another risk assessment in 2016; 2014 submittals to be provided in 2017; 2015 submittals to be provided in 2018. This form is available at: [www.faa.gov/airports/great\\_lakes/aip](http://www.faa.gov/airports/great_lakes/aip)

### **System for Award Management (SAM) Registration**

You must maintain an active SAM Registration. SAM has an annual renewal and we recommend the sponsor establish a renewal date between October and January, to avoid possible conflict with issuance of grants.

Go to the website: [www.sam.gov](http://www.sam.gov)

SAM helpdesk: [www.fsd.gov](http://www.fsd.gov) or call 1-866-606-8220

### **Payment Requests**

We urge you to keep the project moving forward and to submit regular payment requests. Payments need to be in accordance with the Airport Improvement Program (AIP) Grant and Sponsor Financial Reporting Policy issued on 12/31/2015.

Ideally, you should submit a payment request every 30 days unless there has been no significant project accomplishment during the previous 30 days. A payment request should be submitted by October 31<sup>st</sup> of each year the grant is open to cover all accrued grant costs for the previous 12 months that have not been reimbursed. Please note that the payment request amount should be at least \$500 considering the amount of resources it takes to process the payment.

### **Project Closeouts**

Ideally, you should submit a closeout report within 90 days after completion of the work in the grant description. Project closeout reports can be prepared by the airport owner or by the consultant.

### **Audit Requirement**

Per 2 CFR 200, if you expend \$750,000 or more of federal funding, in a fiscal year, you must have a single or program specific audit conducted for that fiscal year. The \$750,000 requirement encompasses all federal funding, not just AIP.

If you have any questions, please contact our offices:

Bismarck – 701.323.7380

Minneapolis – 612.253.4610

Prepared by the FAA's Dakota-Minnesota Airports District Office  
May 2016



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	<u>July 8, 2016</u>
Airport/Planning Area	<u>Paynesville Municipal Airport</u>
AIP Grant Number	<u>3-27-0152-010-2016</u>
DUNS Number	<u>13-255-3934</u>
TO:	<u>City of Paynesville</u> (herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 1, 2016, for a grant of Federal funds for a project at or associated with the Paynesville Municipal Airport, which is included as part of this Grant Agreement; and

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

**Rehabilitate (crack repair) Runway 11/29, taxiway, and apron;**

which is more fully described in the Project Application.

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

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

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

## CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$88,200**.  
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
  - \$0 for planning
  - \$88,200** for airport development or noise program implementation
  - \$0 for land acquisition.
  
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).  
  
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
  
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
  
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
  
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
  
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
  
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 12, 2016**, or such subsequent date as may be prescribed in writing by the FAA.
  
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or

to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
  2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;
  - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

## **21. Trafficking in Persons.**

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
  1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
  1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

## **22. AIP Funded Work Included in a PFC Application:**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 6, 2011, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
*(Signature)*

**E. Lindsay Butler**  
*(Typed Name)*

**Assistant Manager**  
*(Title of FAA Official)*

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**PART II - ACCEPTANCE**

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

City of Paynesville

*(Name of Sponsor)*

*(Signature of Sponsor's Authorized Official)*

**By:**

*(Typed Name of Sponsor's Authorized Official)*

**Title:**

*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_,

**By:**

*(Signature of Sponsor's Attorney)*

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

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

##### 3. Airport Planning Undertaken by a Sponsor.

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

#### C. Sponsor Certification.

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

##### 1. General Federal Requirements.

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

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## FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>12</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

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- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### **FEDERAL REGULATIONS**

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

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

### **SPECIFIC ASSURANCES**

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

### **FOOTNOTES TO ASSURANCE C.1.**

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

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

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

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b. **Private Sponsor:**

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

3. **Sponsor Fund Availability.**

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

4. **Good Title.**

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

5. **Preserving Rights and Powers.**

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

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

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

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

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

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

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

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

**16. Conformity to Plans and Specifications.**

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

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

**19. Operation and Maintenance.**

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

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

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

**20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

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

**22. Economic Nondiscrimination.**

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

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

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

### 23. Exclusive Rights.

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

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

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

#### **24. Fee and Rental Structure.**

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

#### **25. Airport Revenues.**

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

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

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

## **26. Reports and Inspections.**

It will:

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

## **27. Use by Government Aircraft.**

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

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

## **28. Land for Federal Facilities.**

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

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

**29. Airport Layout Plan.**

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

**30. Civil Rights.**

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. **Applicability**

- 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

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

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

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

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

e. **Required Contract Provisions.**

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

the sponsor with other parties:

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

**31. Disposal of Land.**

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

buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

**32. Engineering and Design Services.**

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

**33. Foreign Market Restrictions.**

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

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and

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performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

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

**39. Competitive Access.**

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

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**FAA  
Airports**

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

Updated: 12/31/2015

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

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

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NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

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NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

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NUMBER	TITLE
150/5395-1A	Seaplane Bases

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**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 12/31/2015

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

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## REQUEST FOR COMMITTEE/COUNCIL ACTION

**COMMITTEE/COUNCIL NAME: City Council**

Committee/Council Meeting Date: July 25, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – F

**ITEM DESCRIPTION: Variance Request – Casey's Retail Company**

Prepared by: Staff

**COMMENTS:**

The City of Paynesville received a Variance Application from Casey's Retail Company to allow the construction of a 16 foot x 36 foot building addition to expand the existing structure, which structure requires a Variance from the rear yard setback requirement of Chapter 11, Section 11.41, Subd. 5, which requires a rear yard setback of 20 feet. The proposed addition to the structure would match the existing setback being two (2) feet from the rear property line, thereby requiring a Variance of 18 feet from the strict requirements of Chapter 11, Section 11.41, Subd. 5A.

1. The property in question is located at 222 Business 23 E., Paynesville, MN 56362.
2. The property in question is currently zoned "C-2" – Highway Commercial District
3. The property in question is Parcel No. 70.38851.0010, which parcel is legally described as follows, to-wit: North 60 feet of the West 150 feet of the North 128 feet of Lot One (1) Gilbert's 4<sup>th</sup> Addition and Lots Eleven (11) and Twelve (12) Block Two (2) Gilbert's New Addition to Paynesville, according to the plat and survey thereof, now on file and of record in the office of the Stearns County Recorder, in and for Stearns County, Minnesota.
4. The owner of the property described above is Casey's Retail Company.
5. An appropriate Variance application has been filed and the required fee has been paid.

The structure shall, in all other respects, comply with the requirements of Chapter 11 of the City Code, and specifically the requirements of Chapter 11, Section 11.10, Subd. 4d, requiring that commercial and industrial districts adjacent to residential districts and not divided by streets, there must be a screening fence not to exceed eight (8) feet in height and not to be less than six (6) feet in height, screening 80% of the area from the adjacent residential district.

The Planning Commission has reviewed this and recommends approval. Please review the attached application, Report & Recommendation, letter from Mel Schaefer, and Variance Determination.

**ADMINISTRATOR COMMENTS:**

Casey's has combined the lots with Stearns County.

**COMMITTEE/COUNCIL ACTION:**

Motion to approve the Casey's Variance Determination.

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CITY OF PAYNESVILLE ~ VARIANCE APPLICATION

221 Washburne Ave. ~ Paynesville, MN 56362

Phone: 320-243-3714 ~ Fax: 320-243-3713

List All Property Owners: Casey's Retail Company

Contact Person: Ryan Stevens Email Address: ryan.stevens@caseys.com

Mailing Address: 222 Business 23E, Paynesville, MN 56362

Telephone No.: 320-243-3192 Parcel No.: \_\_\_\_\_

Property Address: 222 Business 23E, Paynesville, MN 56362

Legal Description: Lot: 11 + 12 Block: 2 Addition: Grillco's New Addition to Paynesville

ZONE: C-2 ~~Commercial~~ Highway Comm.

**Application Fee: \$250.00**  
(non-refundable) These are the fees incurred per document: Advertising \$48.00 (average), Recording \$46.00 (actual), Postage \$33.00 (average), Legal \$123.00 (average), totalling \$250.00.

EXISTING USE OF PROPERTY: existing convenience store

IS THE VARIANCE NEEDED TO REPLACE AN EXISTING STRUCTURE OR ADD AN ADDITIONAL STRUCTURE? 16' x 36' Building addition

IF REPLACING, IS THE EXISTING STRUCTURE NON-CONFORMING? N/A

DESCRIPTION OF REQUEST: (use separate sheet if needed)

This proposed addition to the exiting Casey's General Store will match the existing building non-compliant setback of 2'-0" from the property line. This application is to request an 18' variance for the proposed 16' addition to the existing Casey's General Store due to the required 20'-0" setback requirement at the south property line. The 6'-0" privacy fence that runs along the south property line will remain and be extended to the north along the east property line utilizing a fence that provides at least 80% privacy. The new fence at the east property line will be 1'-2" from the property line.

DRAWING OF PROPOSED VARIANCE: (use separate sheet)

Application Must include:

- A site plan showing existing lot lines and dimensions as well as lot area, all easements, all public streets, and private right of ways bordering and adjacent to the site, the use and location of all adjacent property.
- The specific feature or features of the proposed use, construction, or development that requires a variance.
- Specific provisions of Ordinance from which a variance is sought and the precise variance there from being sought.
- Statement of characteristics of the property that prevent compliance with the provisions of the Ordinance.
- Legal description from abstract.
- Any written or graphic data required by the City Administrator.

Ryan Stevens, Agent  
All Property Owners Must Sign This Application

05/23/2016  
Date

For office use only:

Application Fee: \$250.00 (non-refundable)  
For office use only: Cash \_\_\_\_\_

Check No. 2777170 Date Paid 6/13/16

Present To Planning Commission Date: 6/20/16 6pm  
Board of Adjustment Public Hearing Date: 7.28.16 6:30pm

Board of Adjustment Set Public Hearing Date: 6.27.16 6pm  
Board of Adjustment Makes Determination Date: 7.28.16

PLANNING COMMISSION ACTION:

Recommended to Board of Adjustment: \_\_\_\_\_  
BOARD OF ADJUSTMENT ACTION: Approved \_\_\_\_\_

Denied \_\_\_\_\_  
Denied \_\_\_\_\_

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

Date Received In Office: \_\_\_\_\_  
(Stamp)

JUN 13 2016  
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CITY OF PAYNESVILLE

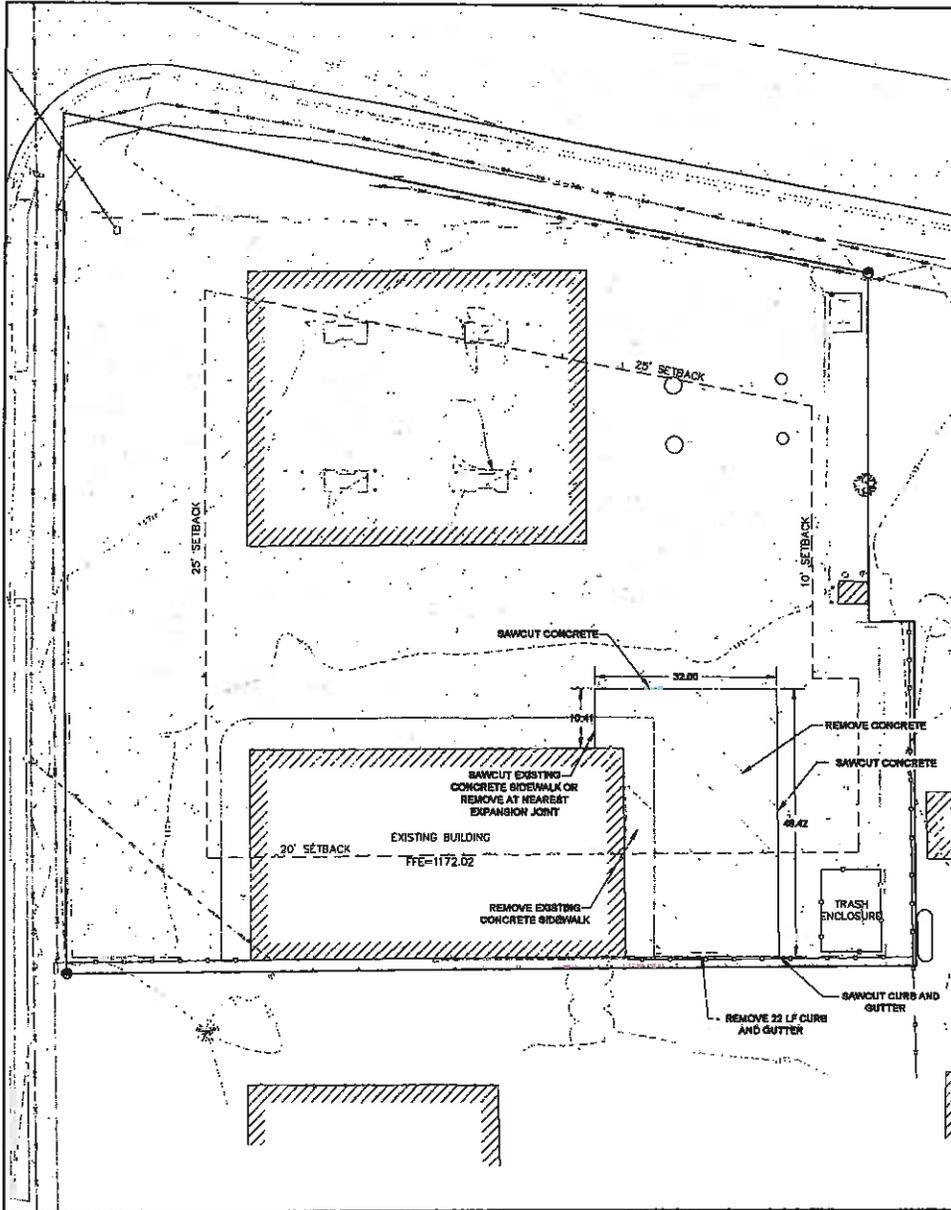
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OPER: FRONT TERM: 001  
REF#: 2777170

TRAN: 10.0100 VARIANCE FEE  
casey's variance  
VARIANCE FEES 250.00CR

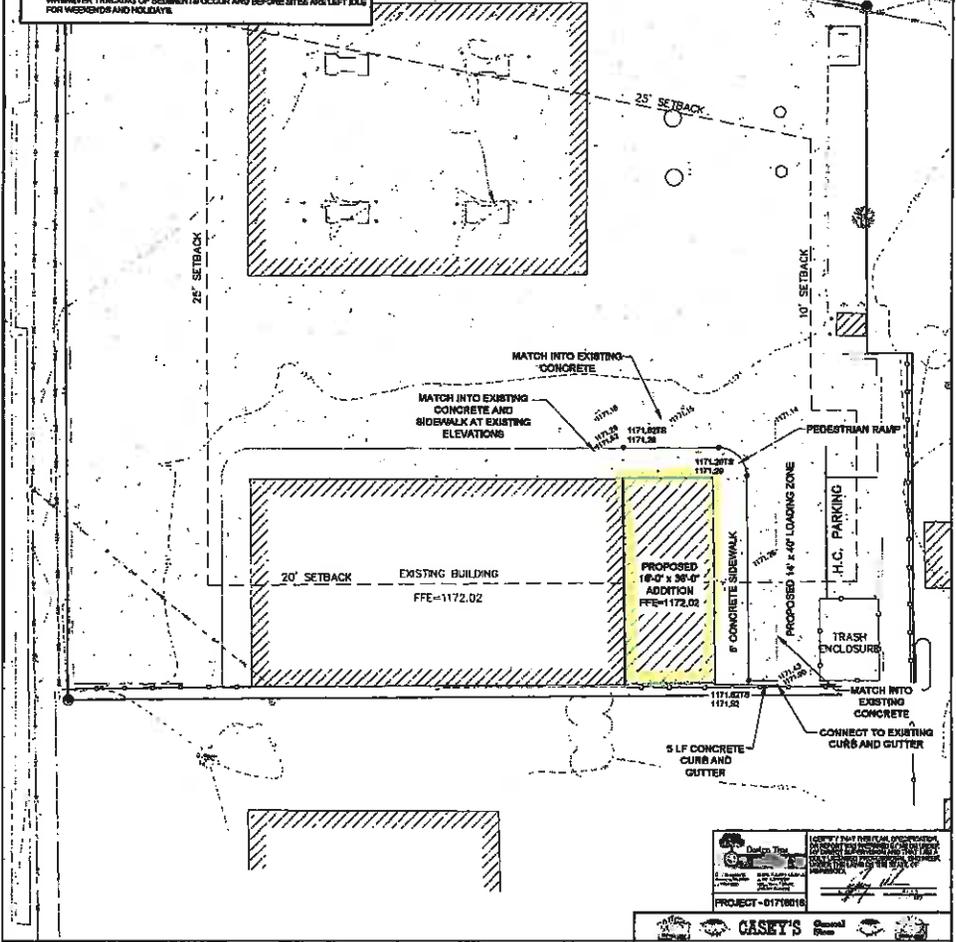
TENDERED: 250.00 CHECK  
APPLIED: 250.00-

CHANGE: 0.00

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- GENERAL NOTE:**
1. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATIONS OF ALL EXISTING UNDERGROUND UTILITIES.
  2. CONTRACTOR SHALL FIELD VERIFY ALL BUILDING DIMENSIONS PRIOR TO ANY CONSTRUCTION.
  3. CONTRACTOR SHALL FIELD VERIFY THICKNESS OF EXISTING BITUMINOUS PAVEMENT AND SUBGRADE, AND MATCH EXISTING SECTIONS.
  4. CONTRACTOR SHALL COORDINATE WITH PLUMBER AND MECHANICAL FOR REMOVAL AND RELOCATION OF SANITARY SEWER SERVICES AND CREATE INTERCEPTOR.
  5. RETAINERS WALL SHALL BE SHORED AND PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION.
  6. PROVIDE SILEY FENCE PERIMETER CONTROL ON ALL AREAS DOWN GRADIENT OF CONSTRUCTION ACTIVITY.
  7. INLET PROTECTION SHALL BE PROVIDED ON ALL CATCH BASINS AND INLETS DOWN GRADIENT OF CONSTRUCTION ACTIVITY, SHOWN OR NOT SHOWN.
  8. NO VEHICLE TRAFFIC IS PERMITTED. STREETS SHALL BE CLEANED AND SWEEP IMMEDIATELY UPON OCCURRENCE OF DEBRIS AND BEFORE SITE IS LEFT FOR WEEKENDS AND HOLIDAYS.



**BENCHMARK INFORMATION:**  
 BENCHMARK #1: USE FINISHED FLOOR ELEVATION OF EXISTING BUILDING, ELEV: 1172.02



**CASEY'S**  
 CASEY'S CONSTRUCTION DIVISION  
 One Commerce Blvd., P.O. Box 309, Ashby, N.J. 08821 943-685-6700

DATE: 05-24-18  
 PROJECT: 01718018

PAYNESVILLE, NJ  
 322 BUSINESS 23 E.  
 18" 1/4" STYLE ADDRESS MODEL  
 CONSTRUCTION DIVISION

REMOVALS, SITE & GRADING PLAN  
 C2.0

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REPORT & RECOMMENDATION OF PLANNING COMMISSION  
ON APPLICATION FOR VARIANCE

WHEREAS, the City Administrator has received from Casey's Retail Company a Variance Application to allow the construction of a 16 foot x 36 foot building addition to expand the existing structure, which structure requires a Variance from the rear yard setback requirement of Chapter 11, Section 11.41, Subd. 5, which requires a rear yard setback of 20 feet. The proposed addition to the structure would match the existing setback being two (2) feet from the rear property line, thereby requiring a Variance of 18 feet from the strict requirements of Chapter 11, Section 11.41, Subd. 5A; and

WHEREAS, Casey's Retail Company is the owner of the property involved in this project; and

WHEREAS, the property at issue is more particularly described as Parcel No. 70.38851.0010, which parcel is legally described as follows, to-wit:

*North 60 feet of the West 150 feet of the North 128 feet of Lot One (1) Gilbert's 4<sup>th</sup> Addition and Lots Eleven (11) and Twelve (12) Block Two (2) Gilbert's New Addition to Paynesville, according to the plat and survey thereof, now on file and of record in the office of the Stearns County Recorder, in and for Stearns County, Minnesota; and*

WHEREAS, the Planning Commission believes that the owner's use of the property as proposed would be:

- a) \_\_\_\_\_ Unreasonable; or

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e

b)  Reasonable

because it ties into the improvements already existing on the property; and

WHEREAS, the Planning Commission believes that the landowner's problem with the property requiring the Variance is:

a)  Due to circumstances unique to the property and not caused by the landowner;

b)  Is not due to circumstances which are unique to the property or was caused by the landowner;

because the existing building is nonconforming being only 2 feet from the south property line and the property is double fronted; and

WHEREAS, The Planning Commission finds that the Variance, if granted:

a)  Will not alter the essential character of the locality; or

b)  Will alter the essential character of the locality;

because the existing building is already only 2 feet from the south property line; and

WHEREAS, the Planning Commission finds that the Variance, if granted:

a)  Will be in harmony with the general purpose and intent of the zoning ordinance and the Comprehensive Plan; or

b)  Will not be in harmony with the general purpose and intent of the zoning ordinance and the Comprehensive Plan;

because it is making improvements to the existing building that was allowed to be built there in the past.

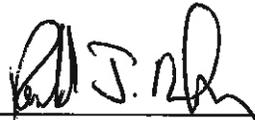
THEREFORE, the Planning Commission recommends that the request for Variance be:

a)  Granted; or

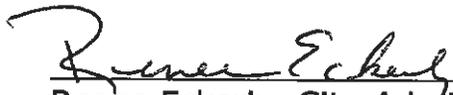
b)  Denied.

PAYNESVILLE PLANNING COMMISSION

Date: June 20, 2016

By:   
\_\_\_\_\_  
Ron Mehr, Chairperson

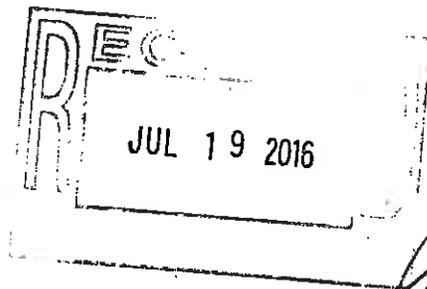
ATTEST:

  
\_\_\_\_\_  
Renee Eckerly, City Administrator

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City Administrator

I have no disagreement  
with the variance on the  
Property of Casey's Retail  
Company



Rehmi Schaefer  
322 Powers Ave  
Paynesville Minn  
56362

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**VARIANCE DETERMINATION**

WHEREAS, the City Council of the City of Paynesville, acting as the Board of Adjustment, has received a report and recommendation from the Planning Commission with regard to a Variance request from Casey's Retail Company, which application for Variance was completed by the applicant on June 13, 2016; and

WHEREAS, the Planning Commission has recommended:

- a) \_\_\_\_\_ Approval of the requested Variance; or
- b) \_\_\_\_\_ Denial of the requested Variance; and

WHEREAS, Casey's Retail Company is the owner of property located at 222 Business 23 E., Paynesville, MN 56362; and

WHEREAS, a public hearing on the Variance application was held on July 25, 2016, at 6:30 p.m., Paynesville City Hall, 221 Washburne Avenue, Paynesville, MN 56362;

NOW, THEREFORE, the Board of Adjustment makes the following:

## REPORT/FINDINGS

1. The property in question is located at 222 Business 23 E., Paynesville, MN 56362.

2. The property in question is currently zoned "C-2" – Highway Commercial District

3. The property in question is Parcel No. 70.38851.0010, which parcel is legally described as follows, to-wit:

*North 60 feet of the West 150 feet of the North 128 feet of Lot One (1) Gilbert's 4<sup>th</sup> Addition and Lots Eleven (11) and Twelve (12) Block Two (2) Gilbert's New Addition to Paynesville, according to the plat and survey thereof, now on file and of record in the office of the Stearns County Recorder, in and for Stearns County, Minnesota; and*

4. The owner of the property described above is Casey's Retail Company.

5. An appropriate Variance application has been filed and the required fee has been paid.

6. Casey's Retail Company proposes to build an addition to the existing structure located on the premises, the addition to be 16 feet wide and 36 feet in depth, and this addition, like the existing structure, will not meet the 20 foot rear setback requirement of City Code Chapter 11, Section 11.41, Subd. 5A, which requires a 20 foot setback. The structure will be setback two (2) feet from the rear property line. Therefore, the applicant seeks a Variance of 18 feet from the setback requirement of the City Code, Chapter 11, Section 11.41, Subd. 5A.

7. The Planning Commission reviewed the request for Variance and recommends that the request be:

- a) \_\_\_\_\_ Granted; or
- b) \_\_\_\_\_ Denied.

8. That notice of the public hearing on this Variance application before the full Council, sitting as a Board of Adjustment, was given to all interested parties notifying them of a hearing scheduled for July 25, 2016, at 6:30 p.m., at City Hall, 221 Washburne Avenue, Paynesville, MN 56362, said notice having been given in accordance with the requirements of the laws of the State of Minnesota and Chapter 11 of the City Code of the City of Paynesville, by publication and by mailing of individual notices to owners of property according to the assessment records located within 350 feet of the parcel described in the application for Variance.

9. The Board of Adjustment concludes based on the facts presented that the owner's use of the property as proposed would be:

- a) \_\_\_\_\_ Unreasonable; or
- b) \_\_\_\_\_ Reasonable;

because \_\_\_\_\_; and

10. The Board of Adjustment concludes that the landowner's problem with the property is:

- a) \_\_\_\_\_ Due to circumstances unique to the property and not caused by the landowner; or
- b) \_\_\_\_\_ Is not due to circumstances which are unique to the

property or was caused by the landowner;

because \_\_\_\_\_; and

11. The Board of Adjustment concludes based on the facts presented that if the Variance is granted it:

- a) \_\_\_\_\_ Will not alter the essential character of the locality; or
- b) \_\_\_\_\_ Will alter the essential character of the locality;

because \_\_\_\_\_; and

12. The Board of Adjustment concludes based on the facts presented that if the Variance is permitted:

- a) \_\_\_\_\_ Will be in harmony with the general purpose and intent of the zoning ordinance and the Comprehensive Plan; or
- b) \_\_\_\_\_ Will not be in harmony with the general purpose and intent of the zoning ordinance and the Comprehensive Plan;

because \_\_\_\_\_.

### VARIANCE

The Board of Adjustment, having received and reviewed the application for Variance, and having taken public comment thereon, and having reviewed the recommendation of the Planning Commission, and being fully advised, hereby:

- a) \_\_\_\_\_ Grants; or
- b) \_\_\_\_\_ Denies

the Variance requested to allow the construction of an addition to the existing structure to be 16 feet in width and 36 feet in depth and set back

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only two (2) feet from the rear right-of-way line of the premises. The structure shall, in all other respects, comply with the requirements of Chapter 11 of the City Code, and specifically the requirements of Chapter 11, Section 11.10, Subd. 4d, requiring that commercial and industrial districts adjacent to residential districts and not divided by streets, there must be a screening fence not to exceed eight (8) feet in height and not to be less than six (6) feet in height, screening 80% of the area from the adjacent residential district.

DATED: July 25, 2016

\_\_\_\_\_  
Jeff Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Renee Eckerly, City Administrator

THIS INSTRUMENT DRAFTED BY:

William Spooner  
SPOONER & GLENZ LAW OFFICES, PLLC  
113 Washburne Avenue  
Paynesville, MN 56362  
(320) 243-3748  
Atty. Regn. No. 0131088

**REQUEST FOR COMMITTEE/COUNCIL ACTION**

**COMMITTEE/COUNCIL NAME:** City Council

Committee/Council Meeting Date: July 25, 2016

Agenda Section: Old Business

Originating Department: Administration

Item Number: VII – G

**ITEM DESCRIPTION:** Heatherwood Plat Three Lots – Bill Lieser Request

Prepared by: Staff

**COMMENTS:**

Bill Lieser was in attendance at the July 11, 2016 Council meeting regarding the Special Assessments on the lots in Heatherwood Plat Three in the amount of \$1,216.48 (annual interest that was due, but not paid per the development agreement) and to have them waived. At that time the Council wanted to confirm who the owner of the lots were.

On Wednesday, July 20, 2016 Jennifer Welling confirmed with Sarah in the Auditor's Office that Rutwald Properties owns both parcels in question 70.39118.0524 and 70.39118.0523.

Discussion.

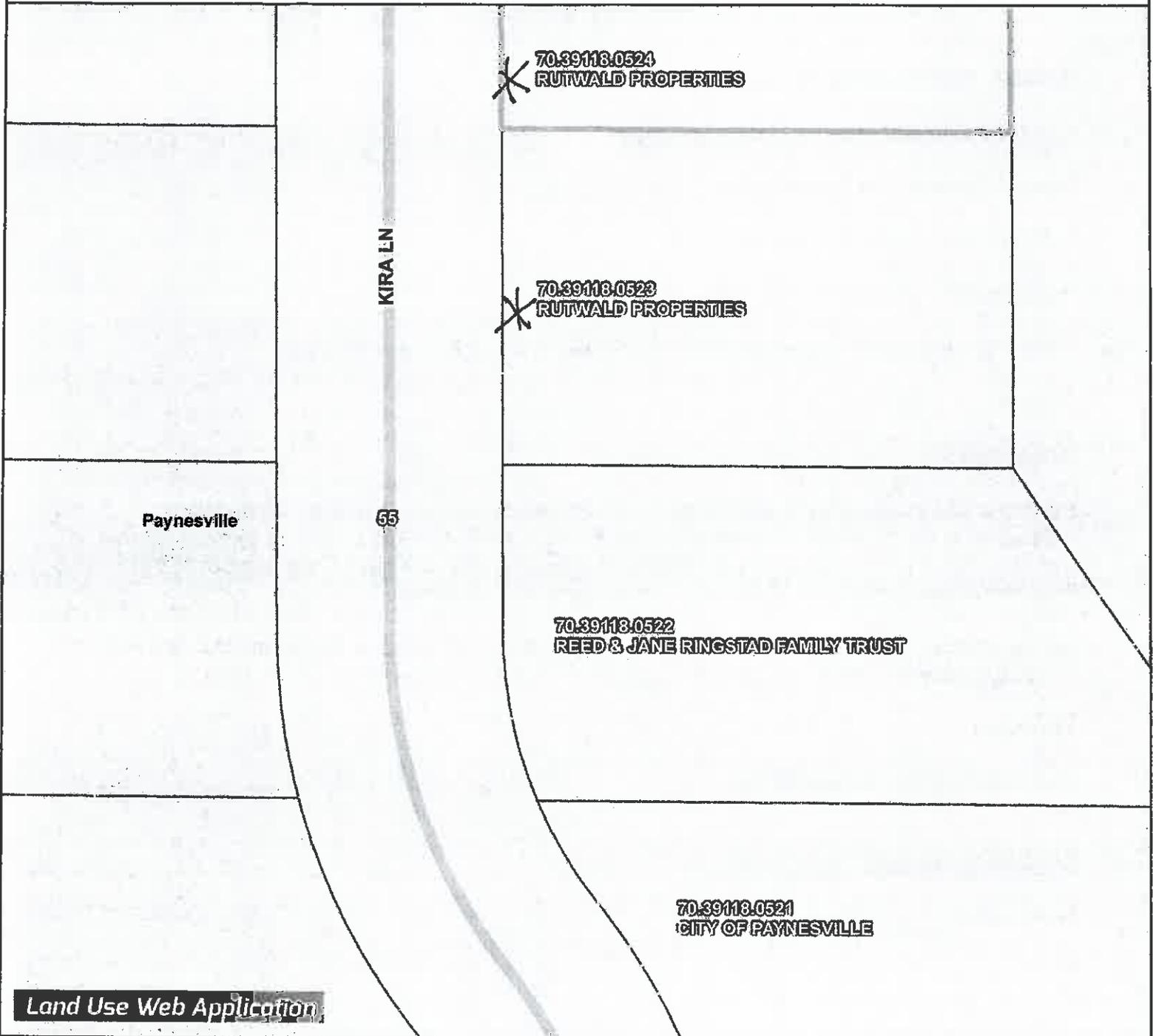
**ADMINISTRATOR COMMENTS:**

**COMMITTEE/COUNCIL ACTION:**

Motion to \_\_\_\_\_

11

# Title



Land Use Web Application

<b>Parcel ID</b>	70.39118.0524	<b>Property Address</b>	475 KIRA LN
<b>Acreage</b>	14699		PAYNESVILLE, MN 56362
<b>Sec/Twp/Rng</b>	15-122-32	<b>Owner Address</b>	RUTWALD PROPERTIES
<b>Legal Plat</b>	HEATHERWOOD PLAT 3 Lot 016 Block 001		12097 MEADOW VIEW DR
	SubdivisionCd 70049		LITTLE FALLS MN 56345

**District** 7003 PAYNESVILLE CITY 741  
**Class** 4B4-Residential nonhomestead - Land only  
**Brief Tax Description**



*Current owner  
 Per county - 7/20/16  
 (Sarah)*

Auditor/Treasurer  
 Division of Land Management  
 July 20, 2016



Date is as represented in Stearns County Dist. based. It is NOT intended for Local Land Use and Stearns County and does not relieve liability from this product.

This map is made available on an "as is" basis, without express or implied warranty of any sort including, but not limited to, any legal or contractual matters for a particular purpose, acceptance of responsibility or otherwise relating to the accuracy or completeness of the data shown.

**INFORMATIONAL**

# WEST CENTRAL SANITATION

4089 ABBOTT DRIVE P.O. BOX 796 WILLMAR, MINNESOTA 56201 (320) 235-7630 FAX (320) 235-5715

July 8, 2016

Ms. Renee Eckerly  
City of Paynesville  
221 Washburne Avenue  
Paynesville, MN 56362

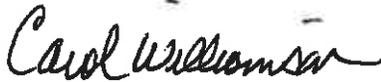
Dear Renee:

This is the number of households on each of the separate garbage rates for the month of July.

35-gallon cart	once per month	68
35-gallon cart	every-other-week	124
35-gallon cart	once per week	292
64-gallon cart	once per week	213
95-gallon cart	once per week	71

Enclosed is payment of \$455.00 for surcharges and vacancies.

Sincerely,



Carol Williamson

Enclosure



We help keep America beautiful.  
With *your* help.

73

Account Summary

Basic Securities Account  
364-109931-089

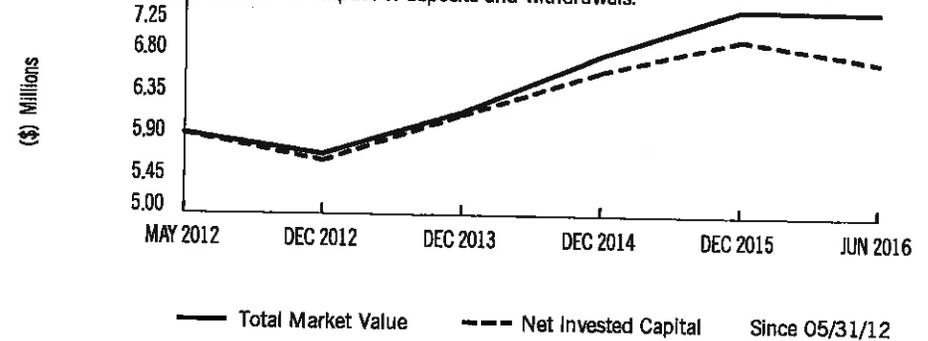
CITY OF PAYNESVILLE  
ATTN: RENEE ECKERLY

CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

	This Period (6/1/16-6/30/16)	This Year (1/1/16-6/30/16)
<b>TOTAL BEGINNING VALUE</b>	<b>\$7,182,091.12</b>	<b>\$7,208,697.48</b>
Credits	—	1,087,419.72
Debits	(11,454.94)	(1,312,392.83)
Security Transfers	—	—
<b>Net Credits/Debits/Transfers</b>	<b>\$(11,454.94)</b>	<b>\$(224,973.11)</b>
<b>Change in Value</b>	<b>19,351.68</b>	<b>206,263.49</b>
<b>TOTAL ENDING VALUE</b>	<b>\$7,189,987.86</b>	<b>\$7,189,987.86</b>

CHANGE IN VALUE OVER TIME

The display of market value (total account value) and net invested capital (total amount invested minus total withdrawn), demonstrates the impact of deposits and withdrawals.

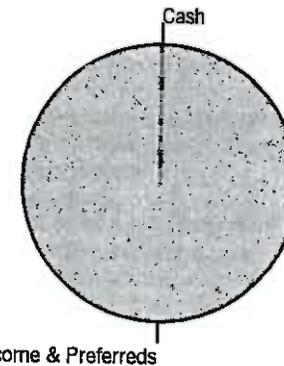


This graph does not reflect corrections to Net Invested Capital or Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value or affect the Net Invested Capital.

ASSET ALLOCATION (includes accrued interest)

	Market Value	Percentage
Cash	\$408.09	0.01
Fixed Income & Preferreds	7,189,579.77	99.99
<b>TOTAL VALUE</b>	<b>\$7,189,987.86</b>	<b>100.00%</b>

FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, which are provided to you as a courtesy, and may not be covered by SIPC. For additional information, refer to the corresponding section of this statement.



This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.

## Jennifer Welling

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**From:** Renee Eckerly  
**Sent:** Friday, July 15, 2016 6:29 PM  
**To:** Jennifer Welling  
**Subject:** Fwd: Update: MN DNR Lake Koronis Monitoring Reports  
**Attachments:** Koronis\_Stearns\_SSW\_Spring 2016\_Status Report\_4 April 2016.pdf; Koronis\_Stearns\_SSW Monitor\_Report\_PI\_Subset\_29\_June\_2016.pdf; Koronis\_Stearns\_SSW Pre\_Post\_Treatment\_Survey\_Observations\_Spring 2016.pdf; Koronis\_Stearns\_SSW Winter inspection\_29 Jan 2016.pdf

For next council agenda . Informational

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** "Jurek, Christine (DNR)" <Christine.Jurek@state.mn.us>  
**Date:** 7/15/16 1:47 PM (GMT-06:00)  
**To:** Kevin or Carlyn Farnum <farnumfamily@hotmail.com>, mccomas@pciink.com, "Karen Langmo (karenlangmo@msn.com)" <karenlangmo@msn.com>, "McGuire, Susan (Susan.McGuire@co.stearns.mn.us)" <Susan.McGuire@co.stearns.mn.us>  
**Cc:** "Plude, Timothy (DNR)" <Timothy.Plude@state.mn.us>, "Wright, Skip W (DNR)" <skip.wright@state.mn.us>, "Welling, Chip H (DNR)" <Chip.Welling@state.mn.us>, "Lais, Dan R (DNR)" <dan.lais@state.mn.us>, "Wolf, Heidi (DNR)" <Heidi.Wolf@state.mn.us>, "Riihiluoma, Ty (DNR)" <Ty.Riihiluoma@state.mn.us>, "Millaway, Courtney (DNR)" <courtney.millaway@state.mn.us>, "Coahran, Dave A (DNR)" <dave.coahran@state.mn.us>, "Edgeton, Tim (DNR)" <tim.edgeton@state.mn.us>, "Carlson, Brad (DNR)" <brad.carlson@state.mn.us>, Renee Eckerly <Renee@paynesvillemn.com>, nfcrrwsd@tds.net  
**Subject:** Update: MN DNR Lake Koronis Monitoring Reports

Greetings,

Over the past winter, spring and summer, the Sauk Rapids AIS staff had been monitoring and reporting on the current status of starry stonewort in Lake Koronis. I would like to share the past four reports that include: an informal report of our 29 January 2016 site visit, spring field observations of starry stonewort (Status Report dated 4 April 2016), pre/ post- treatment survey observations from the 2016 spring herbicide treatment at the DNR PWA and the most recent monitoring report (PI Subset 29 June 2016).

To briefly summarize the attached reports, starry stonewort was documented as early as 29 January 2016 under the ice. Its blackish-brown appearance with some green coloration indicated that the SSW was somewhat dormant, although able to photosynthesize under the ice. During an early spring survey on 4 April 2016, the starry stonewort still appeared both blackish-brown and green. Bulbils were present at this time. Once the starry stonewort was present, but at a low abundance, the DNR proceeded with the spring treatment in attempts to reduce biomass. The herbicide used was Komeen® Crystals which is a granular solid herbicide/algaecide. Following the treatment, DNR staff monitored the PWA both seven and twenty-eight days post-treatment. The results were inconclusive, and starry stonewort was still observed 28 days after the treatment in low densities. Approximately, two months after the spring treatment, the starry stonewort was still observed in the bay, although at varying densities. As of 29 June 2016, we commonly found native aquatic vegetation, heavy mats of filamentous algae and starry stonewort in the bay. Overall, DNR's most recent survey

on Lake Koronis on 29 June 2016 did not show any additional expansion or elevated abundances of starry stonewort in Lake Koronis in the seven selected subset areas from our point-intercept survey that was conducted last fall. Please see attached reports for more details, maps and photos.

If you have any additional questions, please let me know.

Chris Jurek  
Aquatic Invasive Species Specialist  
DNR Ecological and Water Resources  
1035 South Benton Drive  
Sauk Rapids, MN 56379  
320-223-7847  
Fax: 320-255-3999  
[Christine.Jurek@state.mn.us](mailto:Christine.Jurek@state.mn.us)



**DRAFT Starry Stonewort INSPECTION: Lake Koronis,  
Stearns County**  
Invasive Species Program

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Lake: Koronis (DOW# 73020000)

Date of inspection: 4 April 2016

County: Stearns

Type of inspection: Starry stonewort spring condition assessment

Time on/ off Water: 12:15/ 13:35

Water temperature: 44.1 F (Koronis PWA Hwy 55 Bay)

MNDNR Observer[s]: Christine Jurek (Invasive Species Specialist), Courtney Millaway  
(Natural Resource Specialist), Kevin Farnum (Koronis Lake Association)

Date of report: 5 April 2016, revised 8 July 2016

Author[s] of report: Christine Jurek

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### Part 1: Background

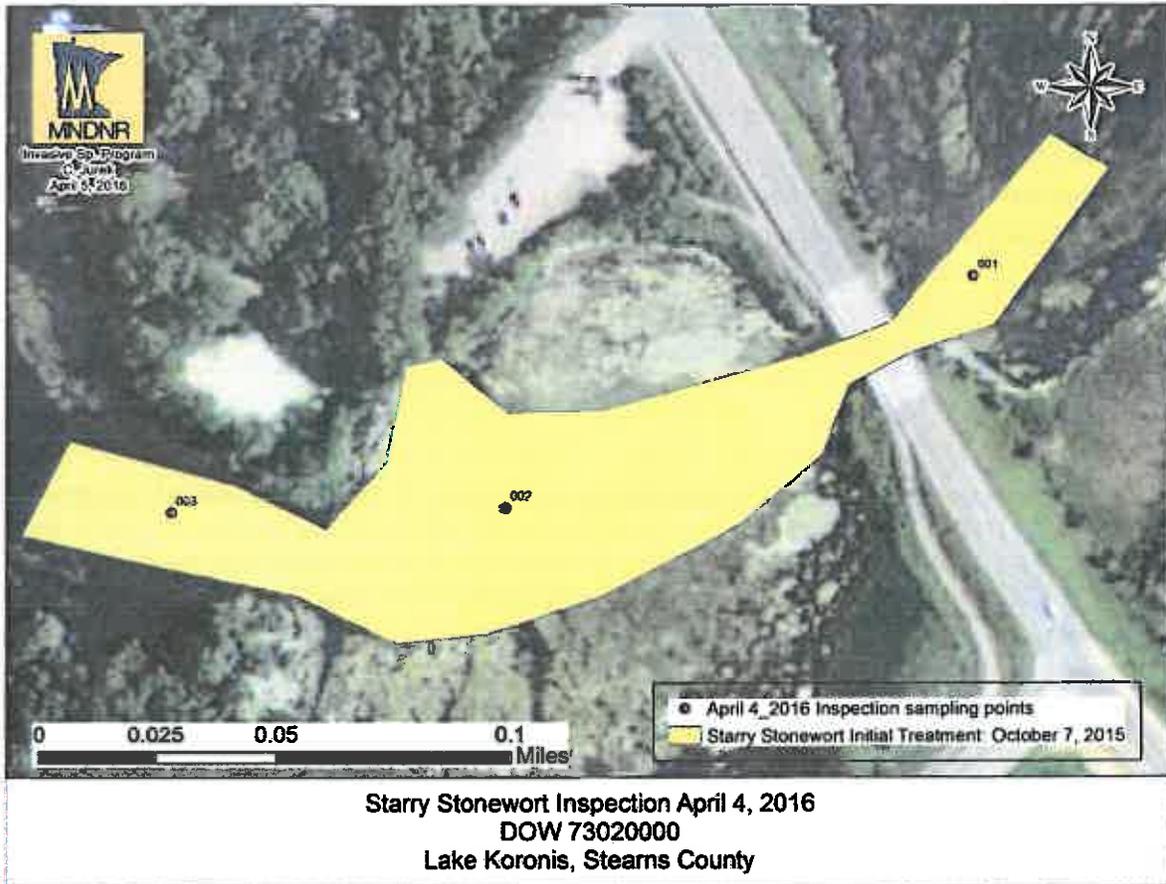
Starry stonewort was first confirmed in Lake Koronis on 19 August 2015. Lake Koronis is located within the North Fork Crow River Watershed near the City of Paynesville, MN within the counties of Stearns and Meeker. It is a 2,968 acre lake with a littoral area of 1,176 acres. The lake's maximum depth is 132 feet. Starry stonewort (*Nitellopsis obtusa*) is a non-native macroalgae in the plant kingdom under the division of Charophyta (freshwater green algae). Starry stonewort is similar to native macroalgae such as muskgrasses and stoneworts that are common in Minnesota. Starry stonewort is a non-vascular plant with smooth green stems, whorled branchlets, and characteristic star-shaped bulbils produced on colorless, clear rhizoids.

### Part 2: Field Observations of Starry Stonewort

On 4 April 2016 a brief spring assessment was conducted to assess the status of starry stonewort at the proposed treatment near the public water access (PWA) within Lake Koronis. Plant samples were taken within the treatment area (Figure 1) and two other locations in the main lake (Figure 2). Starry stonewort samples appeared both blackish-brown and green on the same main axis (stem) of the plant (Figures 3 and 4). Starry stonewort felt stiff, crunchy and intact. Bulbils were present on plants that were retrieved from the bay (Figure 5). Generally, 50% of the starry stonewort on the rake appeared green, the other 50% of the plant appeared blackish-brown. Not many other native plants were observed besides coontail and curly-leaf pondweed. Average water depths in the treatment area were 8.2 feet.



**DRAFT Starry Stonewort INSPECTION: Lake Koronis,  
Stearns County  
Invasive Species Program**

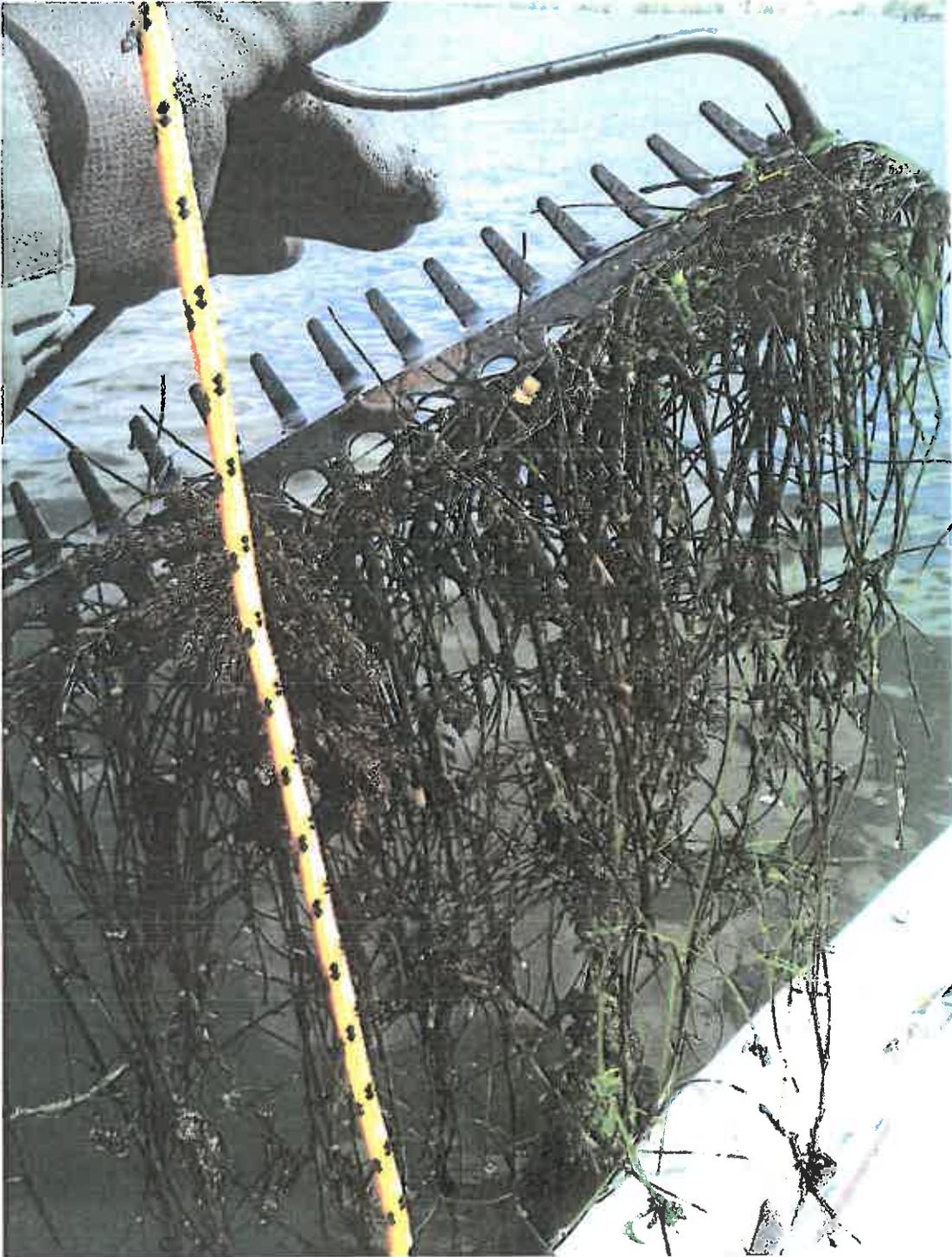


**Figure 1.** Map of inspection sampling points taken on 4 April 2016 within the initial treatment area in Lake Koronis, Stearns County (DOW 73020000).





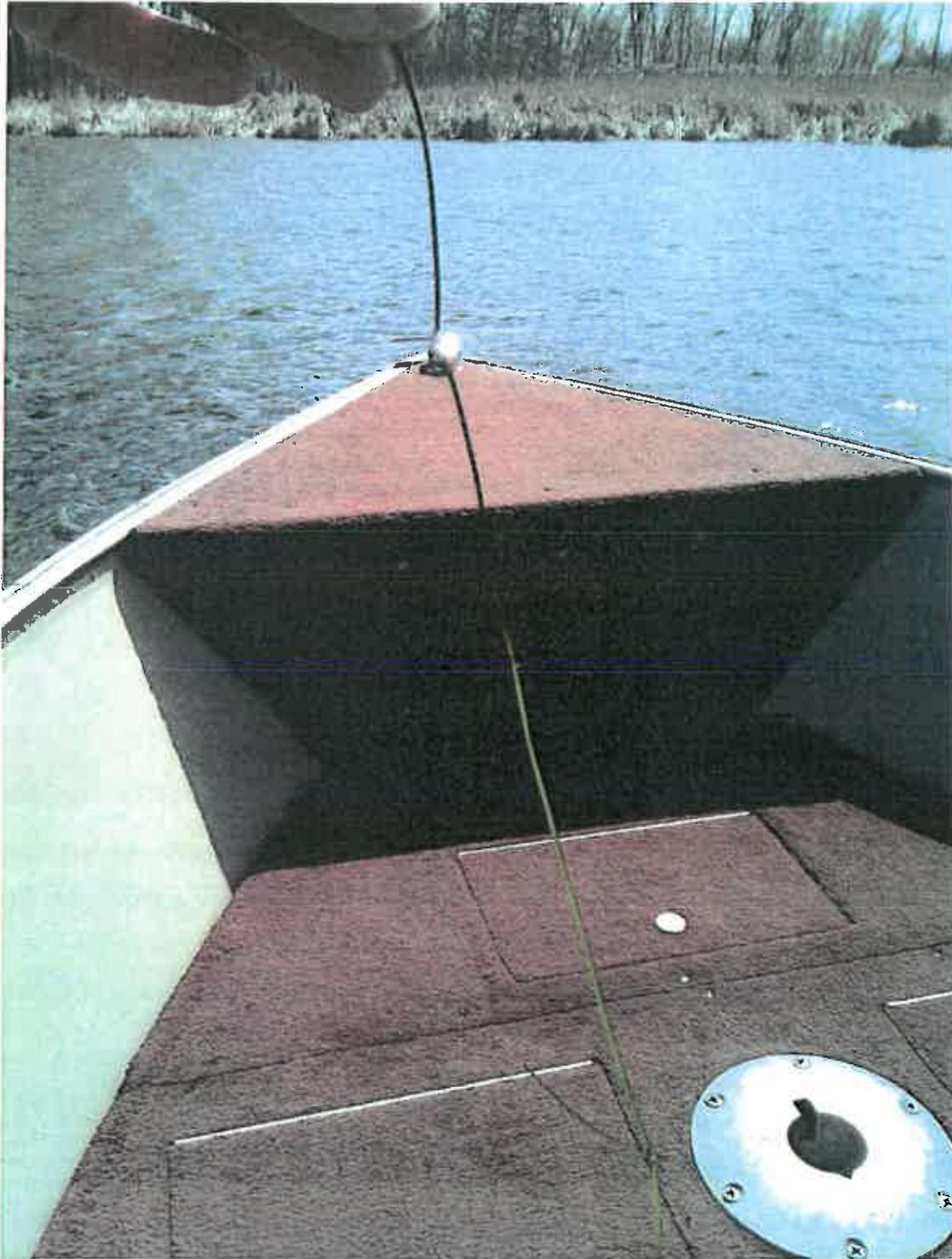
**DRAFT** Starry Stonewort INSPECTION: Lake Koronis,  
Stearns County  
Invasive Species Program



**Figure 3.** Photo of starry stonewort, coontail, and curly-leaf pondweed taken in channel entering into Lake Koronis, Stearns County, MN (DOW 73020000) on 4 April 2016; photo taken MNDNR.



**DRAFT** Starry Stonewort INSPECTION: Lake Koronis,  
Stearns County  
Invasive Species Program



**Figure 4.** Photo of the starry stonewort exhibiting a blackish-brown and green appearance on the same main axis of the plant in Lake Koronis, Stearns County, MN (DOW 73020000) taken on 4 April 2016; photo taken MNDNR.



**DRAFT** Starry Stonewort INSPECTION: Lake Koronis,  
Stearns County  
Invasive Species Program



*Figure 5. Photo of starry stonewort exhibiting bulbils in Lake Koronis, Stearns County, MN on 4 April 2016; photo taken MNDNR.*



## Starry Stonewort Monitoring: Lake Koronis, Stearns County

Inspected by the Invasive Species Program

MnDNR – Division of Ecological and Water Resources

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Lake: Koronis (DOW# 73020000)

Date of inspection: 29 June 2016

County: Stearns

Type of inspection: Starry Stonewort mid-season assessment/ monitoring of selected PI survey points

Time on/off Water: 10:40/ 15:00

MNDNR Observer[s]: Chris Jurek (AIS Specialist), Ty Riihiluoma (NR Technician)

Date of report: 1 July 2016; revised 15 July 2016

Author[s] of report: Chris Jurek and Ty Riihiluoma

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### Part 1: Background

Starry stonewort was first confirmed in Lake Koronis on 19 August 2015. Lake Koronis is located within the North Fork Crow River Watershed near the City of Paynesville, MN within the counties of Stearns and Meeker. It is a 2,968 acre lake with a littoral area of 1,176 acres. The lake's maximum depth is 132 feet. Starry stonewort (*Nitellopsis obtusa*) is a non-native macroalgae in the plant kingdom under the division of Charophyta (freshwater green algae). Starry stonewort is similar to native macroalgae such as muskgrasses and stoneworts that are common in Minnesota. Starry stonewort is a non-vascular plant with smooth green stems, whorled branchlets, and characteristic star-shaped bulbils produced on colorless, clear rhizoids. Common aquatic plants in Lake Koronis include sago pondweed (*Stuckenia pectinata*), muskgrass (*Chara* spp.), wild celery (*Valisneria americana*), white-stem pondweed (*Potamogeton praelongus*), flat-stem pondweed (*Potamogeton zosteriformis*), and coontail (*Ceratophyllum demersum*).

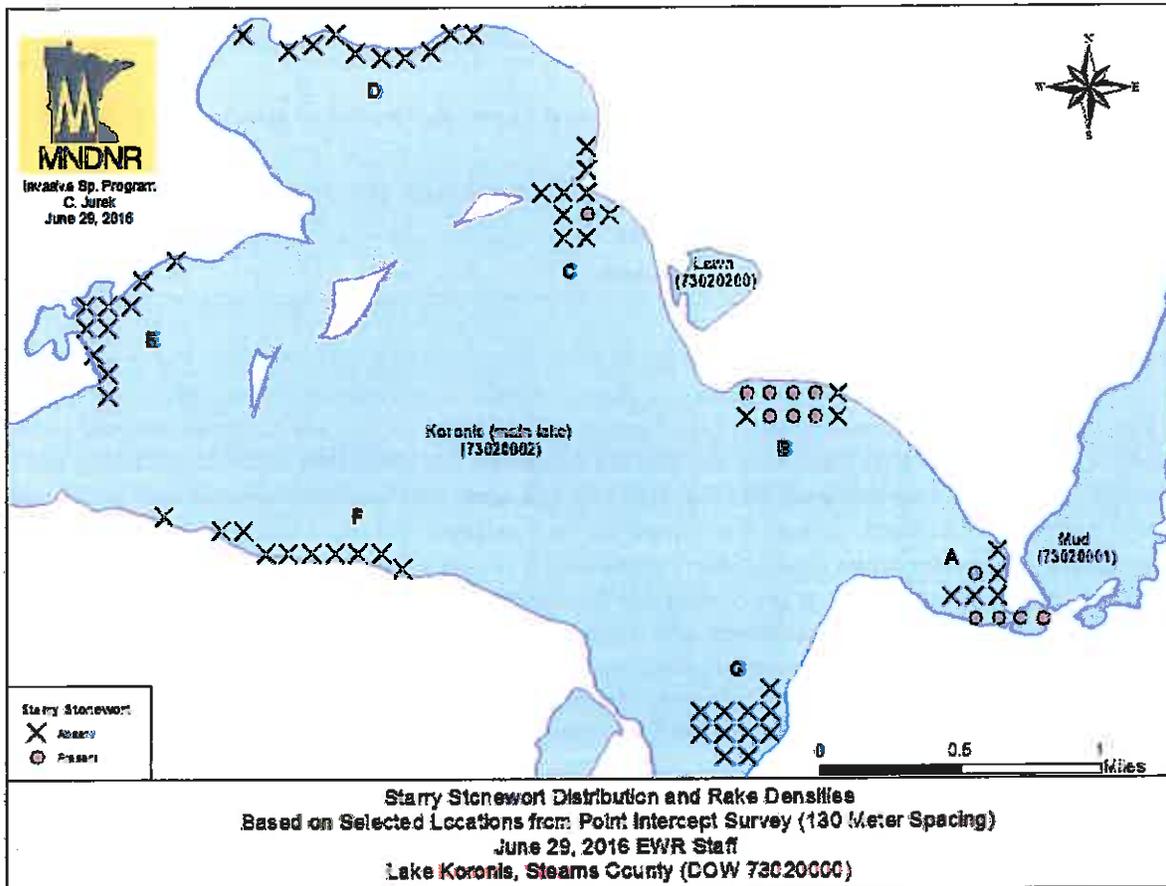
### Part 2: Methods

MNDNR staff conducted a starry stonewort monitoring survey on Lake Koronis on 29 June 2016. The intent of this survey was to monitor changes in starry stonewort density and location within the lake. A subset of sampling sites was created from the point-intercept survey that was conducted in 2015 focusing on 7 areas where starry stonewort had been previously sampled. These 7 focus areas are as following: bay near Highway 55 public water access (A), Stone Gate Point (B), area between Veterans Park and northernmost island (C), north shore of Lake Koronis (D), east side of Lake Koronis (E), south shore by Koronis Regional Park (F) and area near outlet at its southernmost point (G) (Figure 1).

The survey method used was a point-intercept survey that evaluates the distribution and abundance of aquatic vegetation in lakes (Madsen, 1999 and MN DNR protocols). The primary purpose was to document the distribution and abundance of starry stonewort and native aquatic vegetation in previously sampled areas. A Garmin 62stc GPS unit and Lowrance depth finder were used to navigate a boat to each sample point and area. A double headed rake was tossed once at each point to sample vegetation. Plant samples were assessed on the boat to determine species and abundance (1: rare, 2: scattered, 3: common, 4: abundant). Each subset area contained approximately 10 sampling points at 130 meters spacing. A total of 71 sites were selected. In addition, random sampling sites were added near the public water access near Highway 55 to assess the abundance, height and distribution of starry stonewort.



**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
 Inspected by the Invasive Species Program  
 MnDNR – Division of Ecological and Water Resources



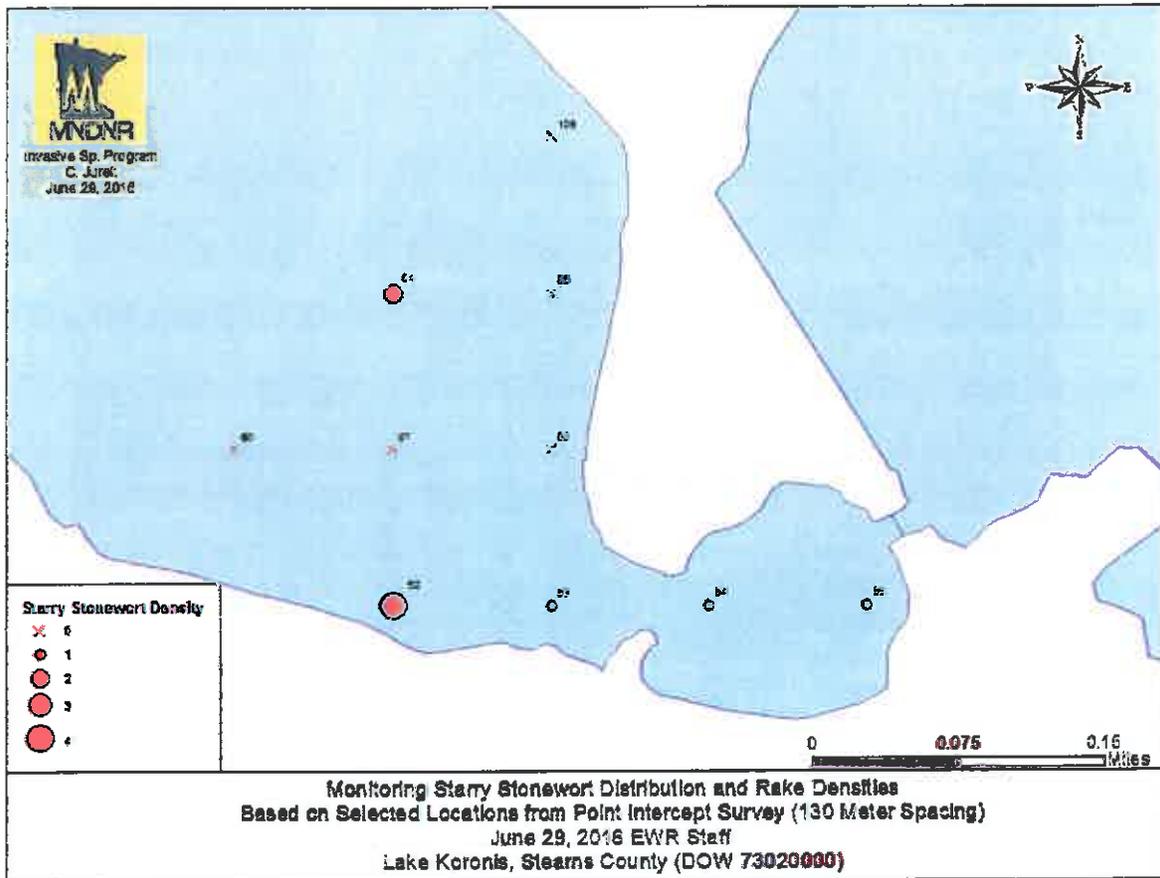
**Figure 1.** Map showing starry stonewort abundance and sampling sites from the subset point intercept survey sampled on 29 June 2016 on Lake Koronis, Stearns County (DOW# 73020000).

**Part 3: Observations of Starry Stonewort (Bay near Highway 55)**

Generally, starry stonewort was commonly located in the bay near Highway 55 and outside the channel into Lake Koronis (Figures 2 and 3). Approximately 50% of the bay was comprised of native aquatic plants (coontail, white and yellow water lilies, sago pondweed, wild celery, clasping-leaf pondweed) and heavy filamentous algae mats (Figure 4). These mats of filamentous algae were also mixed in with a low abundance of SSW. Starry stonewort height in the bay ranged from 1.5 to 2.5 feet in depths of 4 feet of water. The starry stonewort was not yet matted at the surface (Figure 5), although the filamentous algae was matting at the surface (Figure 6). Aquatic plant abundances and distribution may change throughout the growing season.



**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
Inspected by the Invasive Species Program  
MnDNR – Division of Ecological and Water Resources

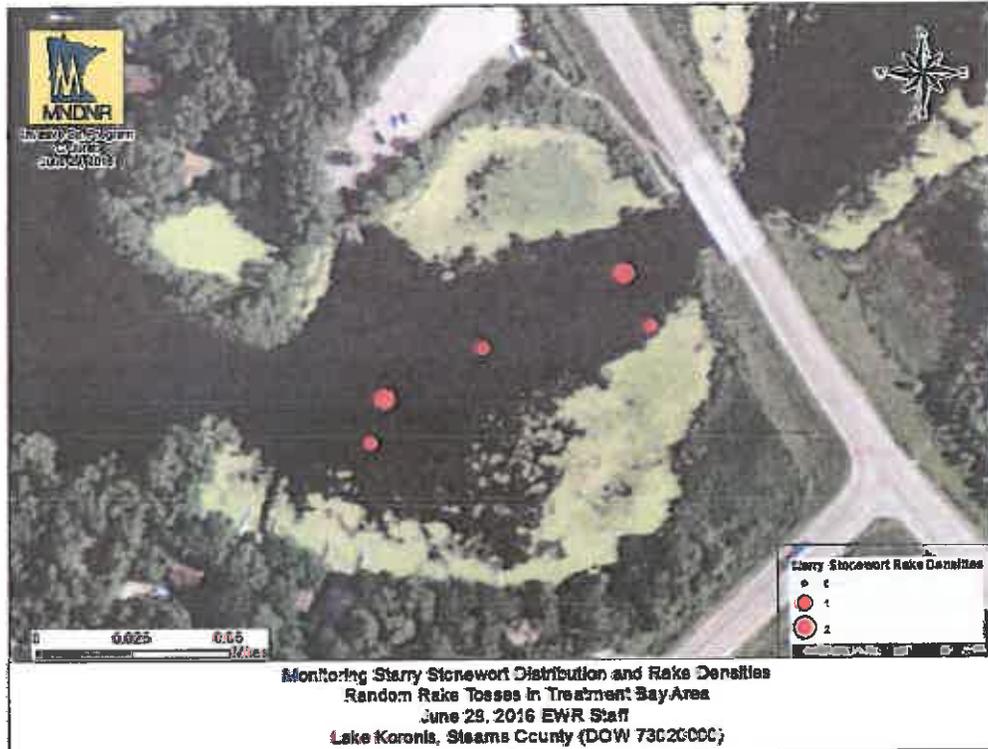


**Figure 2.** Map showing starry stonewort abundance and sampling sites from the subset point intercept survey within the bay near Highway 55 sampled on 29 June 2016 in Lake Koronis, Stearns County (DOW# 73020000).

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**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
Inspected by the Invasive Species Program  
MnDNR – Division of Ecological and Water Resources



**Figure 3:** Map showing starry stonewort abundance at random sites in the bay near Highway 55 that were sampled in addition to the subset point-intercept survey on 29 June 2016 in Lake Koronis, Stearns County (DOW# 73020000). Dense filamentous algae, starry stonewort, and native yellow and white waterlilies are commonly found in bay.



**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
Inspected by the Invasive Species Program  
MnDNR – Division of Ecological and Water Resources



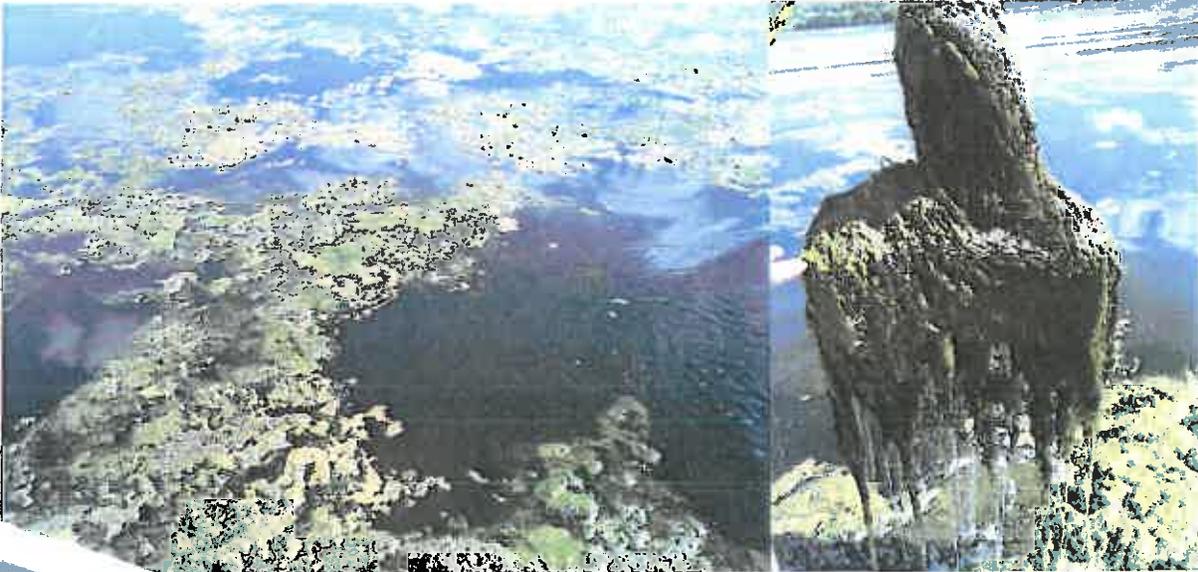
**Figure 4.** Filamentous algae mats floating on the surface near Highway 55 public water access at Lake Koronis, Stearns County (DOW# 73020000). Picture taken on 29 June 2016.



**Figure 5.** Starry stonewort presence under the water surface in Lake Koronis, Stearns County (DOW# 73020000). Picture taken on 29 June 2016.



**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
Inspected by the Invasive Species Program  
MnDNR – Division of Ecological and Water Resources



**Figure 6.** *Filamentous algae mats floating on the surface and filamentous algae and starry stonewort collected on plant rake in Lake Koronis, Stearns County (DOW# 73020000). Picture taken on 29 June 2016.*

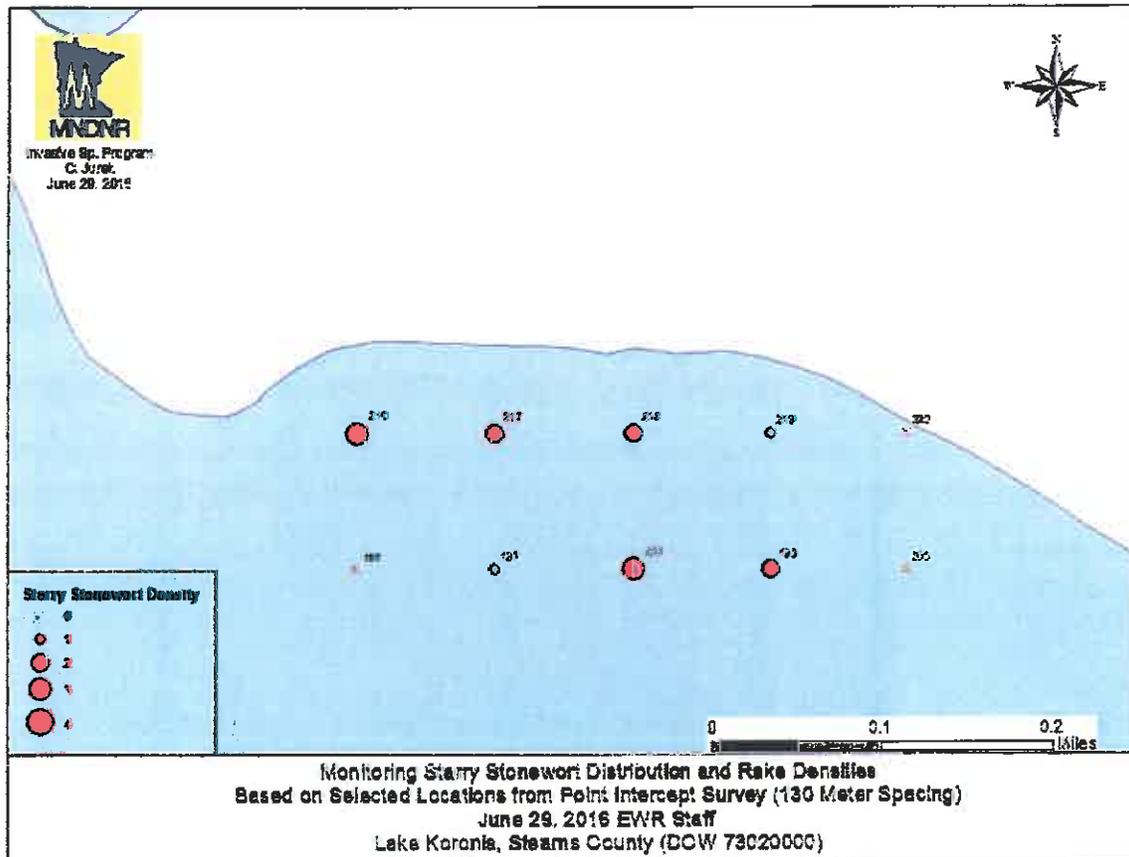
**Part 4: Observations of Starry Stonewort around Lake Koronis**

Overall, areas that previously had starry stonewort did not show any additional expansion or elevated abundances of starry stonewort in Lake Koronis in the selected subset areas. Besides the bay near Highway 55, only Stone Gate Point, and Veterans Park/ northernmost island had at least one sampling site with starry stonewort, abundances ranging from sparse to common.

Stone Gate Point area exhibited a scattered abundance of starry stonewort (Figure 7), but yielded more native muskgrass and native stonewort (Figure 8). Starry stonewort was found in depths up to 7.8 feet in the sampling area. The sites sampled around this area also had northern water milfoil and sago pondweed. Starry stonewort was sparse between the areas from Veterans Park to the northernmost island (Figure 9) and was found in depths up to 8.2 feet. In the remaining sampling sites in our point-interpret subset survey areas, we did not observe starry stonewort, rather an abundance of native aquatic plants. The most commonly found native aquatic plants found in sampled areas included: muskgrass (Figure 10), native stoneworts, wild celery, clasping-leaf pondweed, northern watermilfoil, sago pondweed, narrow-leaved pondweeds, and coontail (Appendix A).



**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
Inspected by the Invasive Species Program  
MnDNR – Division of Ecological and Water Resources



**Figure 7:** Map showing starry stonewort abundance and sampling sites from subset point intercept survey near Stone Gate Point sampled on 29 June 2016 in Lake Koronis, Stearns County (DOW #73020000)



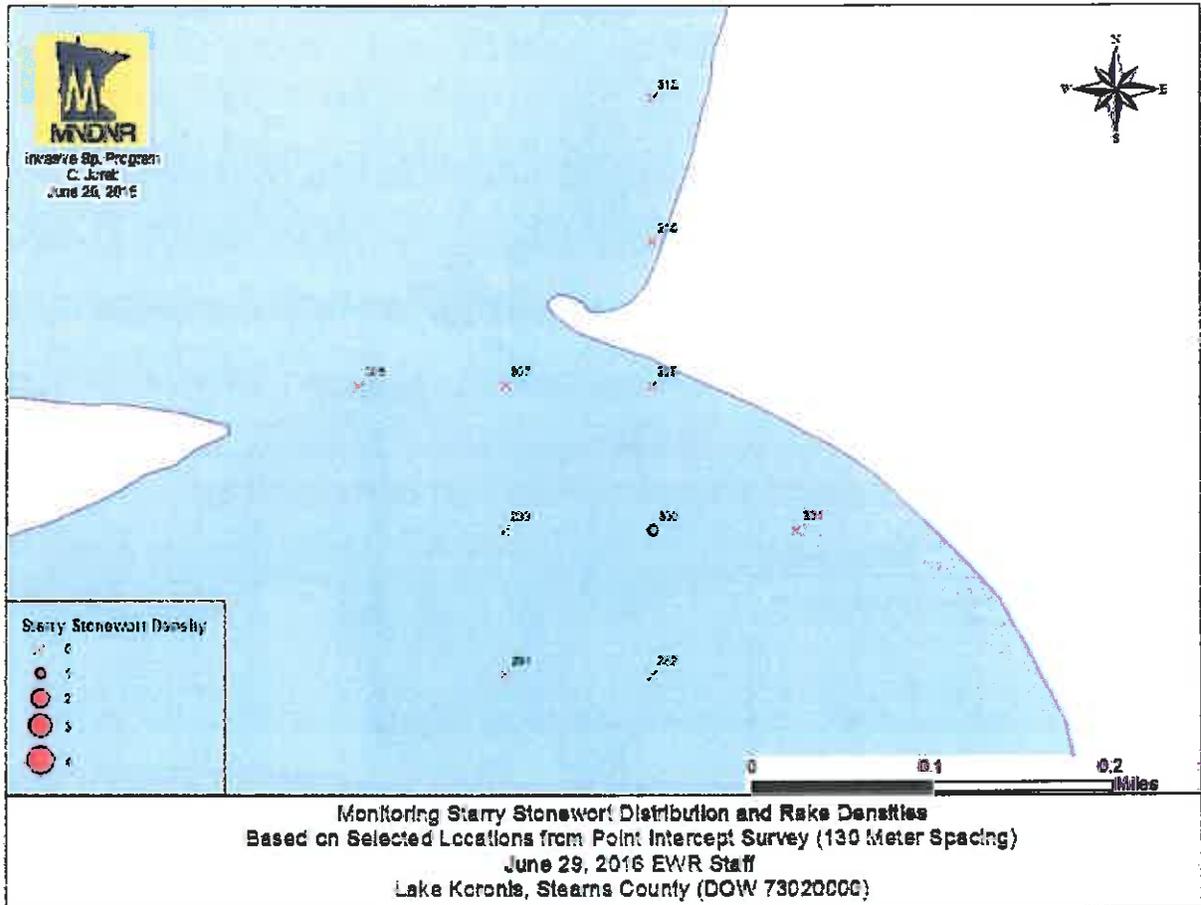
**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
Inspected by the Invasive Species Program  
MnDNR – Division of Ecological and Water Resources



**Figure 8.** Sampling site near Stone Gate Point containing starry stonewort, native Muskgrass, and native stonewort in Lake Koronis, Stearns County (DOW# 73020000). Picture taken on 29 June 2016.



**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
Inspected by the Invasive Species Program  
MnDNR – Division of Ecological and Water Resources



**Figure 9. Map showing starry stonewort abundance and sampling sites from the subset point intercept survey near Veterans Pak and northernmost island sampled on 29 June 2016 in Lake Koronis, Stearns County (DOW# 73020000).**



### Starry Stonewort Monitoring: Lake Koronis, Stearns County

Inspected by the Invasive Species Program

MnDNR – Division of Ecological and Water Resources

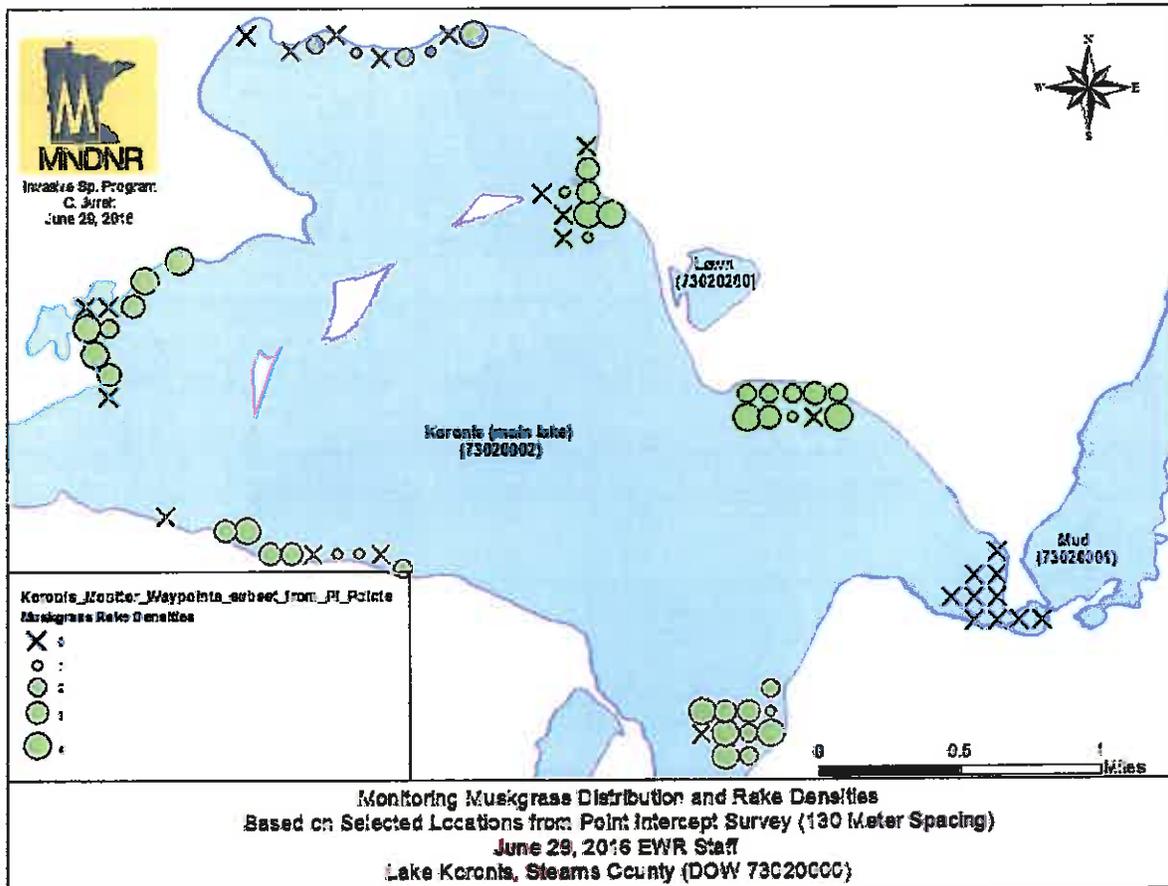


Figure 10: Map showing muskgrass distribution and abundance at the sampling sites from the subset point intercept survey sampled on 29 June 2016 on Lake Koronis, Stearns County (DOW# 73020000).



**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
 Inspected by the Invasive Species Program  
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Appendix A. Field Data Sheets from Point-intercept Subset Survey conducted on 29 June 2016.

**Invasive Species Lake Survey Field Sheet**

Date: 6-29-2016 Staff: Ty Chrisdrek  
 Lake: Koronis County: Stearns DOW #: 73020000

Secchi (ft.): N/A Time taken: \_\_\_\_\_ Water temp (°F): \_\_\_\_\_

Inspection Type: Starry stonewort monitoring survey - PI subset

Time On/Off Water: 10:40am - 3:00pm

Merk GPS points where invasive species are found. Note all other species and their density at each point. Keep GPS unit on during the whole survey so there will be a track showing the areas surveyed.

**Density Ranking (% Rake Coverage):**

- 4 = abundant (75 - 100)
- 3 = common (50 - 75)
- 2 = scattered (25 - 50)
- 1 = rare (1 - 25)

GPS Point	Depth (ft.)	Other species/ density	<sup>2016</sup> Starry stonewort (estimated water/sediment) density	Percent cover of other species
50	1.5	Stonewort - 1, algae - 1	1	
54	2.0	Stonewort - 1, algae - 1	1	
60	2.0	Stonewort - 1, algae - 1	1	
67	2.0	Stonewort - 1, algae - 1	1	
85	2.3	Stonewort - 1, algae - 1	1	
109	2.0	Stonewort - 1, algae - 1	1	
124	2.0	Stonewort - 1, algae - 1	1	
160	2.0	Stonewort - 1, algae - 1	1	
167	2.0	Stonewort - 1, algae - 1	1	
200	2.0	Stonewort - 1, algae - 1	1	
220	2.0	Stonewort - 2, algae - 2	2	

**Other comments**

25 ft in 1.5 ft (1.5 ft of bottom) near access  
to 0.5 ft  
mining



**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
 Inspected by the Invasive Species Program  
 MnDNR – Division of Ecological and Water Resources

**Invasive Species Lake Survey Field Sheet**

Date: 6-29-2016 Lake: Koronis County: Stearns  
 Staff: Chris Juck / TV SSU

GPS Point	Depth (ft.)	Other species/ density	<del>M. spicatum (European watermilfoil) density</del>	<del>P. crumpeus (early-leaf pondweed) density</del>
210	2.5	Chara-3, nitella-2	1	
199	7.8	N. milfoil-1	2	
198	6.2	Chara-1	3	
218	5.7	Chara-2	2	
217	3.2	sago pond-1, Chara-2, N. milfoil-1	2	
216	4.5	Chara-2	3	
196	6.0	Chara-4, nitella-1	0	
197	7.3	Chara-3, nitella-1	1	
310	4.0	wild colony-2, sago pond-1, Chara-3	0	
307	4.0	Chara-1	0	
299	9.8	coontail-2, CLP-1, clasping-leaf pond-1	0	
291	10.8	CLP-1, leafy pond-2	0	
292	10.2	CLP-4, leafy pond-1, Chara-1	0	
300	8.2	Chara-4, nitella-1, sago pond-1	1	
308	4.2	wild colony-1, Chara-3, sago pond-1	0	
301	5.8	Chara-4, leafy pond-1	0	
312	25.0		0	
330	6.4	Chara-4	2	
329	3.0	wild colony-1, sago pond-4, leafy pond-1	0	
325	4.0	leafy pond-2, Chara-1, N. milfoil-1, wild colony-1, coontail-1, friz pond-4	0	
324	15.0	Chara-2	0	
323	8.6	coontail-1	0	
322	6.8	friz pond-4, Chara-1	0	
328	3.2	wild colony-1, small pond-4, coontail-1, N. milfoil-1	0	
321	5.2	Chara-2, coontail-1, small pond-1(?)	0	
320	4.0	sago-2, small pond-2, wild colony-2	0	

C

D

Other comments

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**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
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**Invasive Species Lake Survey Field Sheet**

Date: 6-29-2016 Lake: Koronis County: Stearns

Staff: Chris Kirk / TV ESL

GPS Point	Depth (ft.)	Other species/ density	<i>N. spicatum</i> (Eurasian watermilfoil) density	<i>R. crispus</i> (curly leaf pondweed) density
277	25.0	no T. sp.	0	
272	5.0	chara 4, w. daisy 1, leafy 1, sago 1	0	
263	9.0	chara 4, sago 2	0	
256	4.9	chara 3	0	
245	4.5	chara 2, sago 1	0	
255	3.1	WHL 2, YWL 3, w. daisy 1, sago 2, clasp 1, NWPM 1	0	
257	4.0	YWL 3, w. daisy 3, w. daisy 1, leafy 1, sago 2, macro 1	0	
244	4.0	chara 4, sago 1	0	
232	4.5	chara 4	0	
221	6.8	chara 3	0	
149	6.5	w. daisy 2, sago 2, macro 1	0	
2	6.0	chara 3	0	
11	7.0	chara 4	0	
86	4.5	chara 3	0	
87	4.7	chara 3, w. daisy 1	0	
88	6.1	flatstem 4, clasp 1, sago 1	0	
89	6.1	chara 1, flatstem 2, sago 2, small pondweed 1	0	
90	7.5	chara 1, small pondweed 2	0	
71	24.9		0	
92	6.5	chara 2, sago 1	0	
28	10.0	chara 1	0	
23	7.5	chara 3	0	
20	6.9	chara 3	0	
30	6.6	chara 2	0	
25	8.5	chara 1, macro 1	0	
18	7.0	chara 4, w. daisy 1, sago 1	0	

Other comments

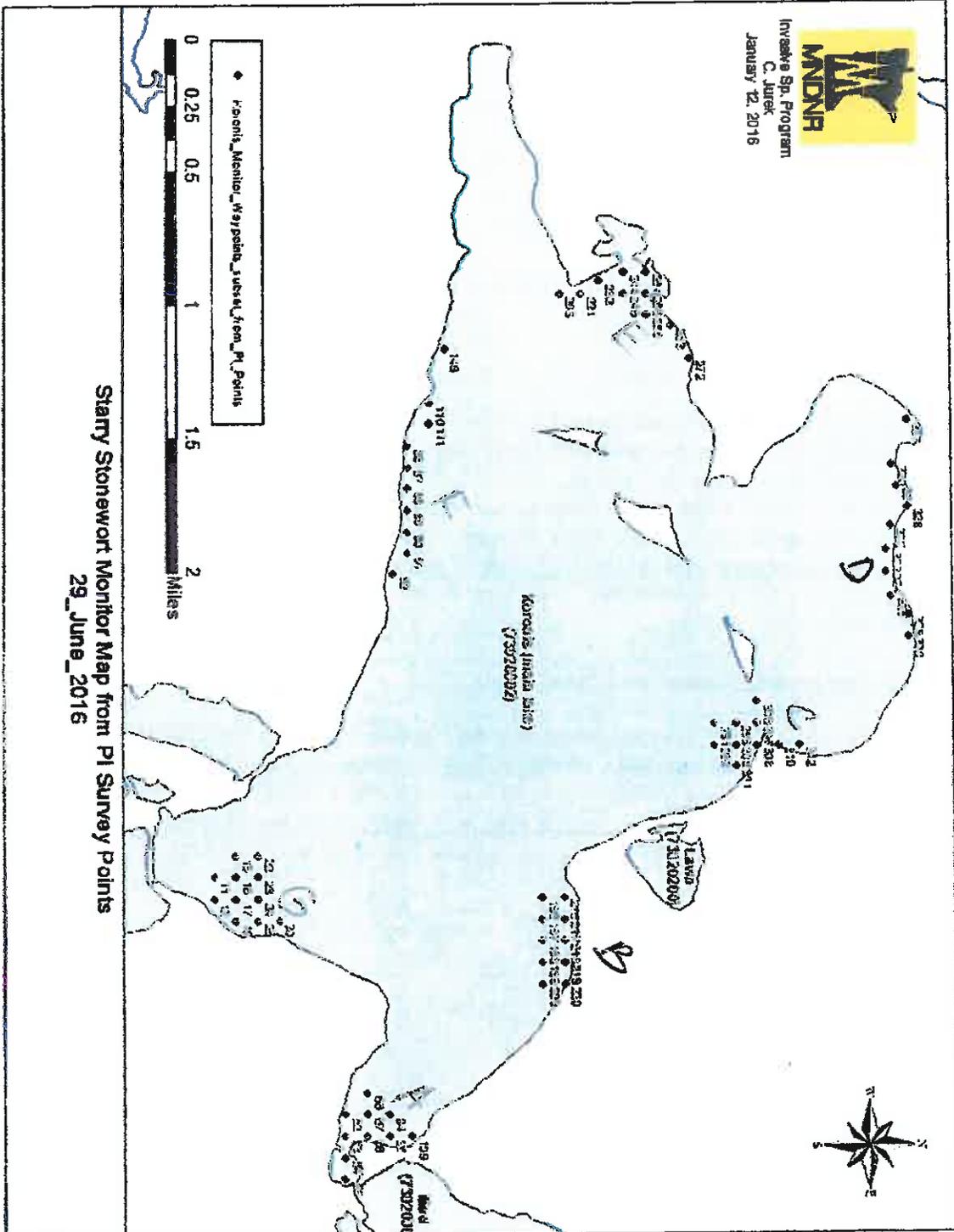
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**Starry Stonewort Monitoring: Lake Koronis, Stearns County**  
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**DRAFT 2016 Starry Stonewort Pre/Post-Treatment Survey and Observations**  
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Lake: Koronis (DOW#73020000)      Date of inspections: 26 April 2016; 10 May 2016; 31 May 2016  
County: Stearns  
Type of inspection: Starry stonewort pre/ post herbicide treatment assessment  
Water temperature: 54-55 F (Koronis PWA Hwy 55 Bay and reference area)  
MNDNR Observer[s]: Christine Jurek (Invasive Species Specialist); Courtney Millaway (Natural Resource Specialist); Chip Welling (Aquatic Invasive Species Management Coordinator); Tim Plude (Invasive Species Specialist)  
Date of report: 13 May 2016; revised 8 July 2016  
Author of report: Courtney Millaway  
Reviewers of report: Courtney Millaway; Christine Jurek

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### **Part 1: Background**

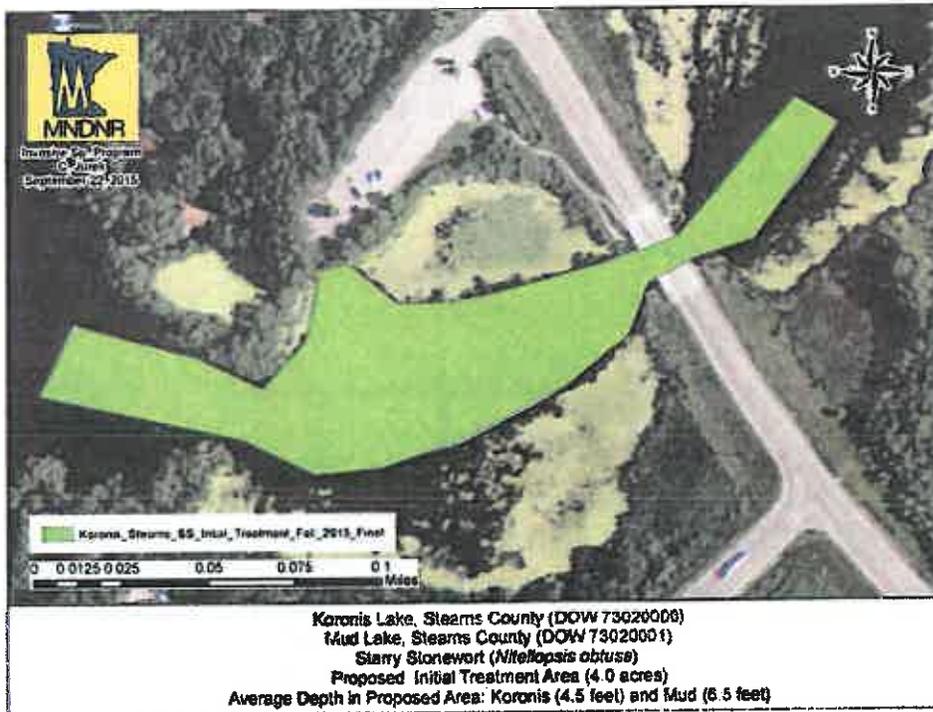
Starry stonewort was first confirmed in Lake Koronis on 19 August 2015. Lake Koronis is located within the North Fork Crow River Watershed near the City of Paynesville, MN within the counties of Stearns and Meeker. It is a 2,968 acre lake with a littoral area of 1,176 acres. The lake's maximum depth is 132 feet. Starry stonewort (*Nitellopsis obtusa*) is a non-native macroalgae in the plant kingdom under the division of Charophyta (freshwater green algae). Starry stonewort is similar to native macroalgae such as muskgrasses and stoneworts that are common in Minnesota. Starry stonewort is a non-vascular plant with smooth green stems, whorled branchlets, and characteristic star-shaped bulbils produced on colorless, clear rhizoids.

### **Part 2: Spring Herbicide Treatment and Monitoring**

To decrease the biomass of starry stonewort near the Highway 55 public water access on Lake Koronis and to minimize spread to other area lakes, a small scale herbicide treatment took place in spring of 2016. The herbicide was applied to 4.0 acres within the bay near the public water access, the channel extending into Mud Lake, and the main basin of Lake Koronis (Figure 1). This was the second herbicide treatment to be conducted on Lake Koronis for the purposes of starry stonewort control; prior treatment occurred in the same area on 7 October 2015.



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**Figure 1.** Starry stonewort treatment area (4.0 acres) near the public water access on Lake Koronis, Stearns County, MN (DOW 73020000).

The spring treatment was conducted by Professional Lake Management (PLM) on 3 May 2016 using Komeen® Crystal Aquatic Herbicide by SePRO (Figure 2). Komeen® Crystal is a granular solid herbicide/algacide; its active ingredient is copper ethylenediamine complex. Water temperature, wind speed, etc. during time of application were recorded (Appendix A). Cost for the treatment of 4.0 acres was \$6,270.97.

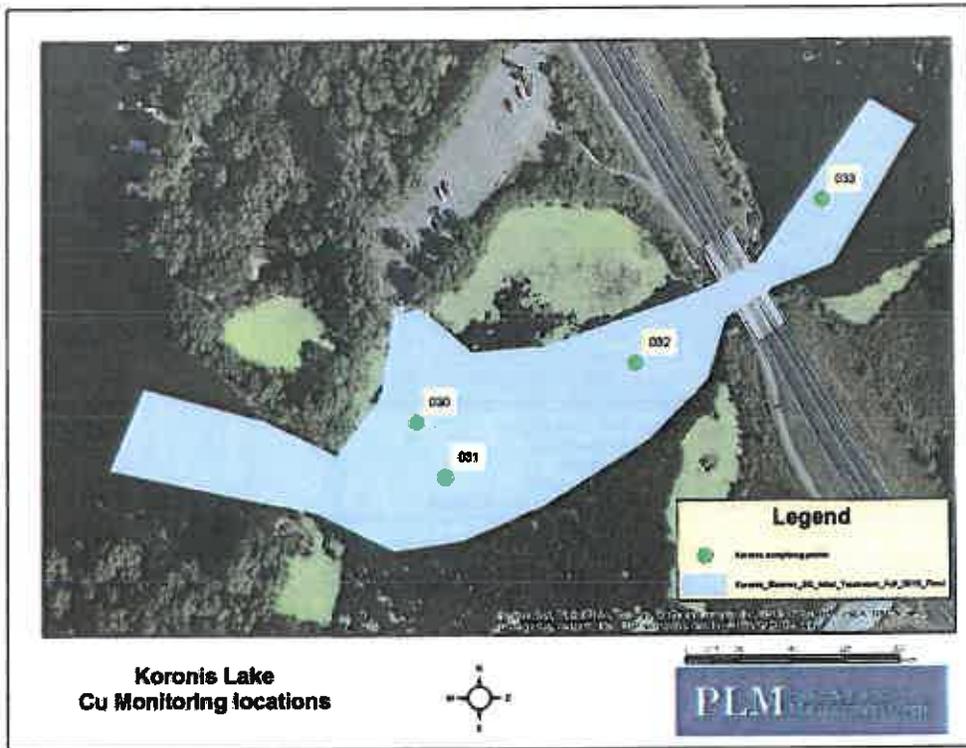


**Figure 2.** Professional Lake Management (PLM) commercial herbicide applicators treating starry stonewort on Lake Koronis, Stearns County, MN (DOW 73020000) on 3 May 2016. Photo taken on 3 May 2016 by Courtney Millaway, Natural Resource Specialist.

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Target dose rate for copper in the treatment area was 1.0 ppm. Water samples were collected at four locations within the treatment area to monitor copper concentrations at 2,4,6, and 8 foot depth intervals from the surface (Figure 3). Copper concentrations were calculated 45 minutes and 90 minutes after treatment and provided by PLM (Table 1).



**Figure 3.** Copper concentrations were collected by Professional Lake Management (PLM) at four locations within the 4.0 acres treatment area on Lake Koronis, Stearns County, MN (DOW 73020000).

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**Table 1.** Copper concentrations (parts per million) were collected by Professional Lake Management (PLM) at multiple locations and depth intervals from the surface 45 minutes and 90 minutes after treatment on Lake Koronis, Stearns County, MN (DOW 73020000).

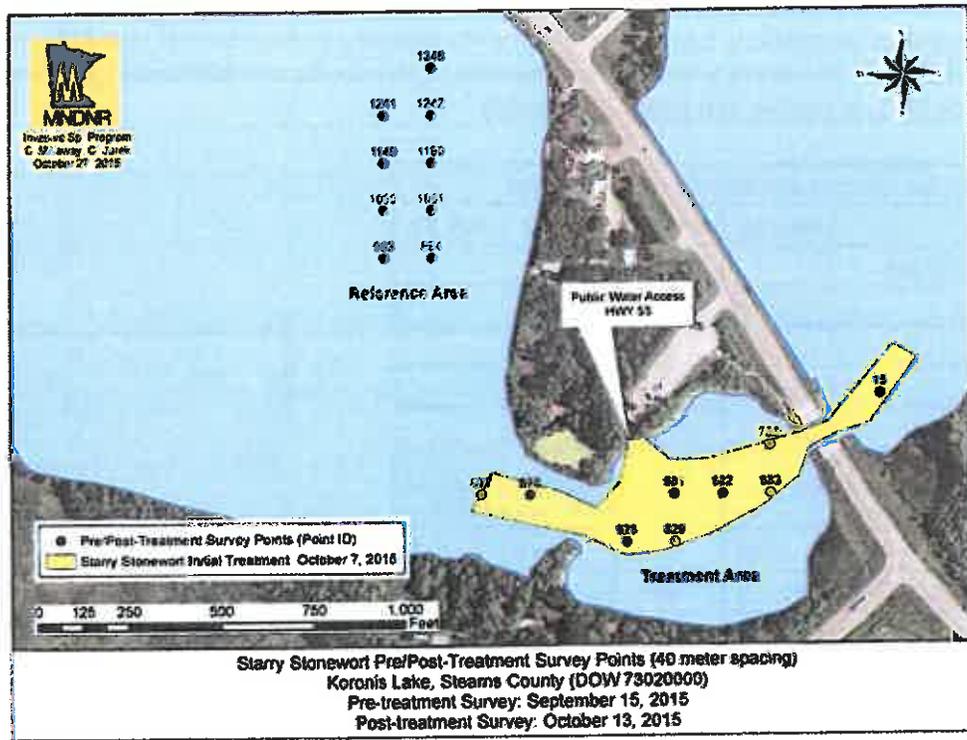
Koronis Cu concentration(ppm) post treat				
	Site 30	Site 31	Site 32	Site 33
<b>45 min post treat</b>				
2 ft	1.24	0.49	0.34	
4 ft	n/a	1.21	0.33	
6 ft	n/a	n/a	0.37	
8 ft	n/a	n/a	0.5	
<b>90 min post treat</b>				
2 ft	0.46	0.16	0.32	0.06
4 ft	n/a	0.17	0.38	0.04
6 ft	n/a	n/a	0.21	0.13
8 ft	n/a	n/a	0.39	0.1

**Part 3: Post-treatment Survey and Observations (7 days after treatment):**

A pre-treatment and post-treatment survey was conducted on 26 April 2016 (seven days prior to treatment) and 10 May 2016 (seven days after treatment) respectively to monitor the treatment’s effectiveness at reducing existing starry stonewort biomass. Nine sampling points were selected within the treatment area and nine sampling points with a similar average depth were selected outside of the treatment area (Figure 4). These sampling points were the same points used for pre/post-treatment monitoring last fall. For the survey, the same methodology was used as the point intercept survey described by Madsen (1999) and MN DNR protocols. Relative abundance was also calculated to provide an average of the abundance of a given species (Tables 2-5). Tests of statistical significance were not conducted.



**DRAFT 2016 Starry Stonewort Pre/Post-Treatment Survey and Observations**  
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**Figure 4.** Pre/post- treatment survey map for Lake Koronis, Stearns County, MN (DOW 73020000) and Mud Lake, Stearns County, MN (DOW 73020001).

**Table 2.** Starry stonewort abundance: Pre-treatment/post-treatment results for the treatment area in Lake Koronis, Stearns County (DOW 73020000) and Mud Lake, Stearns County (DOW 73020001).

TREATMENT AREA Point ID	Pre-treatment: April 26, 2016		Post-treatment: May 10, 2016	
	Depth (ft)	SSW	Depth (ft)	SSW
15	8.0	2	8.4	1
683	6.1	2	7.3	0
739	4.4	1	2.9	2
682	7.5	2	7.9	2
681	5.6	2	4.8	2
629	4.8	2	4.7	2
628	6.5	2	6	1
678	3.6	0	2.7	1
677	5.5	1	5.5	1
<b>Average Depth (ft)</b>	5.8		5.6	
<b>Relative Abundance</b>		1.6		1.3

Plant Code (SSW: Starry Stonewort)

Abundance 1-4 Rating (1: Rare; 2: Scattered; 3: Common; 4: Abundant)

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**Table 3. Starry stonewort abundance: Pre-treatment/post-treatment results for the untreated reference area in Lake Koronis, Stearns County (DOW 73020000).**

REFERENCE AREA	Pre-treatment: April 26, 2016		Post-treatment: May 10, 2016	
Point ID	Depth (ft)	SSW	Depth (ft)	SSW
984	6.4	1	6.4	0
1061	6.5	1	6.3	0
1150	6.4	0	6.5	1
1242	6.3	0	6.2	1
1348	6.0	0	6.0	0
1241	6.8	0	6.6	1
1149	6.9	1	7.2	1
1060	7.3	1	7.2	1
983	6.8	1	6.5	0
<b>Average Depth (ft)</b>	6.6		6.5	
<b>Relative Abundance</b>		0.6		0.6

Plant Code (SSW: Starry Stonewort)

Abundance 1-4 Rating (1: Rare; 2: Scattered; 3: Common; 4: Abundant)

**Table 4. Native aquatic vegetation abundance: Pre-treatment/post-treatment results for the treatment area in Lake Koronis, Stearns County (DOW 73020000) and Mud Lake, Stearns County (DOW 73020001).**

TREATMENT AREA	Pre-treatment: April 26, 2016					Post-treatment: May 10, 2016				
Point ID	Depth (ft)	CD	PF	NO	PC	Depth (ft)	CD	PF	NO	PC
15	8.0	1				8.4				
683	6.1	2				7.3	1			
739	4.4	1		P	1	2.9	2		P	1
682	7.5	3				7.9	1			
681	5.6	1				4.8				
629	4.8					4.7				
628	6.5					6				
678	3.6	1	1			2.7		1		1
677	5.5					5.5				
<b>Average Depth (ft)</b>	5.8					5.6				
<b>Relative Abundance</b>		1.0	0.1	P	0.1		0.4	0.1	P	0.2

Plant Codes (CD: Coontail; PF: Leafy Pondweed; NO: White Waterlily; PC: Curly-leaf Pondweed)

Abundance 1-4 Rating (1: Rare; 2: Scattered; 3: Common; 4: Abundant)

P: Present, but not captured on rake



**Table 5. Native aquatic vegetation abundance: Pre-treatment/post-treatment results for the untreated reference area in Lake Koronis, Stearns County (DOW 73020000).**

REFERENCE AREA	Pre-treatment: April 26, 2016			Post-treatment: May 10, 2016		
Point ID	Depth (ft)	CD	PC	Depth (ft)	CD	PC
984	6.4			6.4		
1061	6.5			6.3		
1150	6.4			6.5		
1242	6.3			6.2		
1348	6			6		
1241	6.8			6.6		
1149	6.9			7.2		
1060	7.3			7.2	1	
983	6.8		1	6.5		
<b>Average Depth (ft)</b>	<b>6.6</b>			<b>6.5</b>		
<b>Relative Abundance</b>		<b>0.0</b>	<b>0.1</b>		<b>0.1</b>	<b>0.0</b>

**Plant Codes (CD: Coontail; PC: Curly-leaf Pondweed)**

**Abundance 1-4 Rating (1: Rare; 2: Scattered; 3: Common; 4: Abundant)**

**P: Present, but not captured on rake**

Observations of plants in the treated area one week after treatment are somewhat inconclusive. The DNR will continue to monitor the area in an attempt to detect effects of the treatment on starry stonewort. The Komeen® Crystal label indicates that it can take up to 6 weeks to realize the full effect of treatment. Starry stonewort observed in the treatment area prior to treatment appeared green to dark green in color (Figure 5). Starry stonewort observed in the treatment area seven days after treatment appeared varied in color ranging from green to light green while the cells remained intact and crunchy to the touch; bulbils were observed at one location in the treatment area (Figure 6). One coontail (*Ceratophyllum demersum*) specimen found in the treatment area appeared to be lacking whorls near the meristematic region (Figure 7). Other aquatic plants observed in the treatment area before and after treatment included curly-leaf pondweed (*Potamogeton crispus*), emerging white water lily (*Nymphaea odorata*), and leafy pondweed (*Potamogeton foliosus*).



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**Figure 5. Starry stonewort pulled up by a rake throw in the treatment area during the pre-treatment survey in Lake Koronis, Stearns County, MN (DOW 73020000). Photo taken on 26 April 2016 by Courtney Millaway, Natural Resource Specialist.**



**Figure 6. Starry stonewort and coontail pulled up by a rake throw in the treatment area during the post-treatment survey in Lake Koronis, Stearns County, MN (DOW 73020000). Photo taken on 10 May 2016 by Christine Jurek, Invasive Species Specialist.**



**Figure 7.** Coontail pulled up by a rake throw in the treatment area during the post-treatment survey in Lake Koronis, Stearns County, MN (DOW 73020000). Photo taken on 26 April 2016 by Courtney Millaway, Natural Resource Specialist.

In addition to the post-treatment survey conducted on 10 May 2016, samples of water, starry stonewort, and sediment were collected and sent to Clemson University for the purposes of an Algal Challenge Test as recommended by Dr. John Rogers of Clemson University in South Carolina which may inform future starry stonewort control methods.

**Part 4: Post-treatment Survey and Observations (28 days after treatment):**

A second post-treatment survey was conducted on 31 May 2016 (28 days after treatment) respectively to monitor the treatment's effectiveness at reducing existing starry stonewort biomass. The same protocol was followed as the previous pre and post-treatment survey. Relative abundance was also calculated to provide an average of the abundance of a given species (Tables 6-9). Tests of statistical significance were not conducted. Starry stonewort varied in green post treatment (Figure 8 and 9). Based on our observational results, starry stonewort was actively growing 28 days after treatment, although the starry stonewort abundance was low. No significant effects were observed or reported on native aquatic vegetation or wildlife.



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**Table 6. Starry stonewort abundance: Pre-treatment/post-treatment results for the treatment area in Lake Koronis, Stearns County (DOW 73020000) and Mud Lake, Stearns County (DOW 73020001).**

TREATMENT AREA Point ID	Pre-treatment: April 26, 2016		Post-treatment: May 31, 2016	
	Depth (ft)	SSW	Depth (ft)	SSW
15	8.0	2	6.8	0
683	6.1	2	6.5	3
739	4.4	1	4.2	1
682	7.5	2	7.7	1
681	5.6	2	5.8	1
629	4.8	2	5.6	2
628	6.5	2	5.4	2
678	3.6	0	4.8	0
677	5.5	1	5.3	1
<b>Average Depth (ft)</b>	<b>5.8</b>		<b>5.8</b>	
<b>Relative Abundance</b>		<b>1.6</b>		<b>1.2</b>

Plant Code (SSW: Starry Stonewort)

Abundance 1-4 Rating (1: Rare; 2: Scattered; 3: Common; 4: Abundant)

**Table 7. Starry stonewort abundance: Pre-treatment/post-treatment results for the untreated reference area in Lake Koronis, Stearns County (DOW 73020000).**

REFERENCE AREA Point ID	Pre-treatment: April 26, 2016		Post-treatment: May 31, 2016	
	Depth (ft)	SSW	Depth (ft)	SSW
984	6.4	1	5.8	0
1061	6.5	1	6.1	1
1150	6.4	0	6.1	0
1242	6.3	0	6	1
1348	6.0	0	5.7	0
1241	6.8	0	6.5	0
1149	6.9	1	6.7	0
1060	7.3	1	6.9	1
983	6.8	1	6.4	0
<b>Average Depth (ft)</b>	<b>6.6</b>		<b>6.2</b>	
<b>Relative Abundance</b>		<b>0.6</b>		<b>0.3</b>

Plant Code (SSW: Starry Stonewort)

Abundance 1-4 Rating (1: Rare; 2: Scattered; 3: Common; 4: Abundant)



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**Table 8. Native aquatic vegetation abundance: Pre-treatment/post-treatment results for the treated reference area in Lake Koronis, Stearns County (DOW 73020000).**

TREATMENT AREA	Pre-treatment: April 26, 2016					Post-treatment: May 31, 2016					
Point ID	Depth (ft)	CD	PF	NO	PC	Depth (ft)	CD	PF	NO	PC	R
15	8.0	1				6.8					
683	6.1	2				6.5	1				
739	4.4	1		P	1	4.2					
682	7.5	3				7.7	1				
681	5.6	1				5.8					
629	4.8					5.6				1	1
628	6.5					5.4					
678	3.6	1	1			4.8					
677	5.5					5.3					
<b>Average Depth (ft)</b>	<b>5.8</b>					<b>5.8</b>					
<b>Relative Abundance</b>		<b>1.0</b>	<b>0.1</b>	<b>P</b>	<b>0.1</b>		<b>0.2</b>	<b>0.0</b>	<b>P</b>	<b>0.1</b>	<b>0.1</b>

Plant Codes (CD: Coontail; PF: Leafy Pondweed; NO: White Waterlily; PC: Curly-leaf Pondweed; R:Buttercup)

Abundance 1-4 Rating (1: Rare; 2: Scattered; 3: Common; 4: Abundant)

P: Present, but not captured on rake

**Table 9. Native Aquatic Vegetation Abundance: Pre-survey/Post-survey Results for the Untreated Reference Area**

REFERENCE AREA	Pre-treatment: April 26, 2016			Post-treatment: May 31, 2016		
Point ID	Depth (ft)	CD	PC	Depth (ft)	CD	PC
984	6.4			5.8		
1061	6.5			6.1		
1150	6.4			6.1		
1242	6.3			6		
1348	6			5.7		
1241	6.8			6.5		
1149	6.9			6.7		
1060	7.3			6.9		
983	6.8		1	6.4		
<b>Average Depth (ft)</b>	<b>6.6</b>			<b>6.2</b>		
<b>Relative Abundance</b>		<b>0.0</b>	<b>0.1</b>		<b>0.0</b>	<b>0.0</b>

Plant Codes (CD: Coontail; PC: Curly-leaf Pondweed)

Abundance 1-4 Rating (1: Rare; 2: Scattered; 3: Common; 4: Abundant)

P: Present, but not captured on rake

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**Figure 8.** Coontail and Starry Stonewort pulled up by a rake throw in the treatment area during the post-treatment survey in Lake Koronis, Stearns County, MN (DOW 73020000). Photo is a reference for the green color indicated in the field sheet. Photo taken on 31 May 2016 by Christine Jurek, Invasive Species Specialist.



**Figure 9.** Starry Stonewort pulled up by a rake throw in the treatment area during the post-treatment survey in Lake Koronis, Stearns County, MN (DOW 73020000). Photo is a reference for the light green color indicated in the field sheet. Photo taken on 31 May 2016 by Christine Jurek, Invasive Species Specialist.



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Appendix A. Professional Lake Management's (PLM) treatment record for Lake Koronis, Stearns County, MN (DOW 73020000).

<b>Pesticide Application Record</b>			
<b>Category F, Aquatics and/or Commercial Aquatic Pest Control Application</b>			
<b>PLM Lake and Land Management Corp.</b>			
<b>1-866-OUR-LAKE</b>			
<i>Preserving Our Precious Natural Resources</i>			
<b>Applicator's Company Name</b>		<b>Applicator's Company Address</b>	
PLM Lake and Land Management Corp		2509 Business Hwy 371	
<b>Phone</b>	<b>Fax</b>	<b>City</b>	<b>State</b> <b>Zip</b>
1-866-OUR-LAKE	(866) 527-8399	Brainerd	MN      56401
<b>Customer's Name</b>		<b>Customer's Address</b>	
MNDNR		840 Industrial Drive S. #109	
<b>Phone</b>	<b>Fax</b>	<b>City</b>	<b>State</b> <b>Zip</b>
320 2237847		Sauk Rapids	MN      56379
<b>County</b>	<b>Lake Name or Other</b>	<b>DNR Permit No.</b>	<b>Units Treated(acres):</b>
Stearns	Koronis		4.000
<b>Description of Application Site:</b>			
Lakewide Starry Stonewort Treatment			
<b>Date Of Application</b>	<b>Time of application</b>		<b>Area Treated</b> 4.000 Acres  x
5/3/2016	Started: Finished:		
<b>Avg Depth of Treatment Area</b>	<b>Water Temp</b>		
5 Foot	57		
<b>Wind Direction</b>	<b>Wind Speed</b>	<b>Air Temp</b>	
SSW	0-5	50	
<b>Target Pests; Starry Stonewort</b>			
<b>Brand Name</b>	<b>EPA Reg No</b>	<b>Quantity</b>	<b>Dosage</b>
Komeen Crystal	87690-60	508.4	25.42 Pound per Acre Feet
<b>Applicator's Name</b>	<b>Applicator's Signature</b>	<b>Applicator's License Number</b>	
Patrick Selter	<i>Patrick M Selter</i>	20088528	
David Hillstrom	<i>David Hillstrom</i>	20139720	

Minnesota Statutes, Chapter 18B.37

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Evan Freeman, Courtney Millaway and Chris Jurek drilled 2 holes through the ice in the Hwy 55 bay of Lake Koronis and 1 hole outside the treatment area in Lake Koronis to obtain starry stonewort. Attached are the photos of the starry stonewort. Plants in all 3 locations appeared blackish-brown with green tips and somewhat rigid in its form. It appears that the plant is still photosynthesizing under the ice.



DSC00018.JPG;

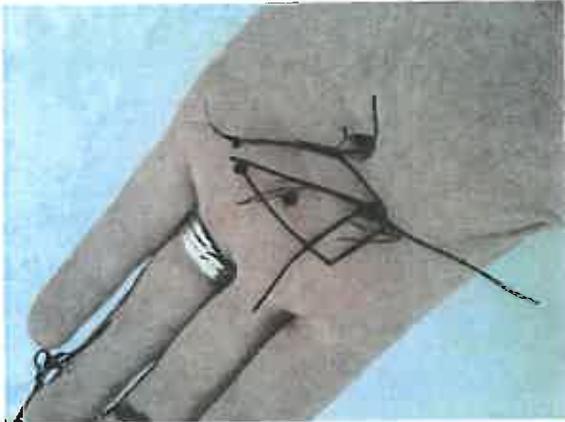
111



DSC00021.JPG;



DSC00019.JPG;



DSC00012.JPG;



DSC00014.JPG

**NOTICE OF FILING FOR  
CITY OF PAYNESVILLE OFFICES**

The City of Paynesville will be accepting applications for City Council candidates (Two 4-year terms) and Mayor (One 2-year term) candidates to file for candidacy. First day for filing is August 2, 2016 and the last day to file is August 16, 2016, at 5:00 p.m. Applicants can file between 8:30 a.m. and 4:30 p.m. Monday through Friday by contacting the City Administrator's Office. There will be a \$2 filing fee.

Renee Eckerly  
City Administrator  
City of Paynesville

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