

**AMENDMENT # 02 TO STATE OF MINNESOTA  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT #1033538**

Contract Start Date:	07/01/2019	Original Contract Amount:	\$53,518.00
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$30,000.00
Amended Exp. Date :	05/06/2024	Current Amendment Amount:	\$0.00
		Current Contract Total: \$	\$83,518.00

Project Identification: Airport Maintenance and Operations Activities.

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and City of Princeton acting through its City Council ("Recipient").

**Recitals**

1. The State has a contract with the Recipient identified as MnDOT Contract No. 1033538 ("Original Contract") to provide reimbursement for eligible airport maintenance and operations activities.
2. The Original Contract is being amended to extend the time that state and federal funds are available.
3. The State and the Recipient are willing to amend the Original Contract as stated below.

**Contract Amendment**

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1.** Article 1.2. **Expiration Date**, is amended as follows:

- 1.2 **Expiration Date.** This contract will expire on ~~June 30, 2021~~ May 6, 2024.

**REVISION 2.** Article 5.1. **Consideration**, is amended as follows:

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
  - 5.1.1. **State Funds Reimbursement Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other state-eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
  - 5.1.2. **Federal Funds Reimbursement Basis.** Recipient will be reimbursed for 100% of federally-eligible operating expenses not reimbursed by any other source. Eligible operating expenses will be determined at the discretion of State's Authorized Representative, in cooperation with the Federal Aviation Administration's local Airport District Office. Eligible expenses will be determined in accordance with the Federal Aviation Administration's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330), which is incorporated into this agreement by reference, and the CARES Act.
  - 5.1.3. **Priority of Reimbursement.** Costs that are eligible for both federal and state reimbursement will be reimbursed with federal funds, if available. If the federal funds available under section 5.1.6 of this agreement have been exhausted, these costs will then be reimbursed with state funds, if available.
  - 5.1.4. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.

- 5.1.5. **State Maintenance and Operation Amount.** State has currently obligated \$26,759.00 of state funding in each State fiscal year to reimburse other eligible costs at 75%. These State Maintenance and Operation funds are available for expenses incurred on or before December 31, 2021.
- 5.1.6. **Federal Operation Expenses Amount.** Recipient has been awarded \$30,000.00 in Federal CARES Act funding to reimburse federally-eligible costs at 100%. These Federal CARES Act funds are available for expenses incurred on or before May 6, 2024.
- 5.1.7. **Total Obligation.** The total obligation of State for all non-federal compensation and reimbursements to Recipient under this contract will not exceed \$53,518.00 (~~State fiscal years 2020 and 2021~~).

**REVISION 3. Article 5.2.1. Invoices,** is amended as follows:

- 5.2.1 **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. State reimbursements under section 5.1.5 must be submitted on State's credit application, which can be found at:

<http://dot.state.mn.us/aero/airportdevelopment/documents/mando/mocreditapplication.xlsx>

**Final invoices for State reimbursements under section 5.1.5 must be received on or before February 1, 2022.**

Federal reimbursements under section 5.1.6 must be submitted on the CARES Act spreadsheet, which can be found at:

<http://www.dot.state.mn.us/aero/airportdevelopment/documents/CARES-act-credit-application-attachment-16SEP2020-live.xlsx>

**Final invoices for Federal reimbursements under section 5.1.6 must be received on or before July 1, 2024.**

~~Reimbursement requests must be submitted according to the following schedule:~~

- ~~● On or after October 1, and no later than November 15, for the period July 1 through September 30.~~
- ~~● On or after January 1, and no later than February 15, for the period October 1 through December 31.~~
- ~~● On or after April 1, and no later than May 15, for the period January 1 through March 31.~~
- ~~● On or after July 1, and no later than August 15, for the period April 1 through June 30.~~

The State may reject costs that the State determines are not eligible maintenance and operations expenses.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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**RECIPIENT**

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

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

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

SWIFT Contract # \_\_\_\_\_

SWIFT Purchase Order # \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

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

Title: \_\_\_\_\_

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

**MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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