



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
OCTOBER 20, 2026 – 5:00 P.M.**

1. **Pledge of Allegiance**
2. **Call to Order**
 - Roll Call and Establishment of Quorum
3. **Approval of Agenda**
 - Council Changes
 - Staff Changes
4. **Approval of Minutes**
 - A. October 6, 2026
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda** (items approved with one motion)
 - A. Approve Purchase of Capital Improvement Planning Software
7. **Scheduled Public Hearings**
 - A. Assessment for Emergency Fire Protection Services – Resolution #57
8. **Old Business**
9. **Regular Agenda**
 - A. Variance Request – 116 N. Whittet Street
 - B. Variance Request – 400 E. Tin Street
 - C. Amendments to the Unified Development Ordinance Regulating Fences – Ordinance #106
 - D. Employee Health Insurance Renewal – Resolution #58
 - E. Employee Dental Insurance Renewal – Resolution #59
 - F. Employee Vision Insurance Plan – Resolution #60
 - G. Airport Grant Agreements for 80' x 80' Hangar Project – Resolutions #61 & #62
 - H. Airport Grant Agreement for Runway and Lighting Improvements – Resolution #63
 - I. Purchase of Axon Draft One Software
 - J. Federal Grants and Awards Policy
10. **Other Items and Communications**
 - A. Council Items
 - B. Staff Items
11. **Paid Bills and Claims – For Informational Purposes**
 - A. City of Redwood Falls Accounts Payable Summary
12. **Adjournment**

**MINUTES
REGULAR COUNCIL MEETING
CITY OF REDWOOD FALLS, MINNESOTA
TUESDAY, OCTOBER 6, 2026**

Pursuant to due call and notice thereof, a regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Tuesday, October 6, 2026, at 5:00 p.m.

Roll call indicated Mayor Tom Quackenbush and Council Members Matt Smith, Denise Kerkhoff, Jim Sandgren, Larry Arentson, and Shannon Guetter were present, constituting a quorum.

Also present were City Administrator Keith Muetzel, Finance Director Kari Klages, City Attorney Trenton Dammann, Public Works Project Coordinator Jim Doering, and Deputy City Clerk Caitlin Kodet.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to approve the agenda. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the September 15, 2026, minutes as presented. Motion passed by unanimous vote.

A motion was made by Council Member Guetter and seconded by Council Member Kerkhoff to approve the following items on the Consent Agenda:

1. City Assistance with Celebrate Redwood Falls – Haunted Hotel/Monsters on Main
2. Authorize Purchase of 2027 Police Squad Car

Motion passed by unanimous vote.

Mayor Quackenbush opened a public hearing at 5:02 p.m. to discuss delinquent utility accounts and unpaid surcharges.

Finance Director Klages introduced Resolution No. 52 of 2026 – Resolution Adopting Assessments for Delinquent Accounts, Resolution No. 53 of 2026 – Resolution Adopting Assessments for Unpaid Maintenance Costs, and Resolution No. 54 of 2026 – Resolution Adopting Assessments for Unpaid Surcharges.

Ms. Klages stated the proposed Resolutions are to adopt assessments for delinquent utility accounts, maintenance cost charges, and surcharges that are more than 30 days past due. Similar resolutions are brought to the City Council on a quarterly basis in order to improve the time between the delinquent billing and the ability to disclose the information to new property owners. The delinquent account resolutions will be presented each year at the first meeting in January, April, July, and October.

Ms. Klages further explained the delinquent process. Delinquent letters are first mailed to the utility account holders. Delinquent letters are then mailed to the property owners if not collected from the account holders. Electricity consumed by a tenant is not assessable to the property. Any unpaid balance is then brought to Council to be approved by resolution. Any pending assessments passed by resolution and still outstanding as of November 1st will be charged a \$50.00 fee and are then transferred to Redwood County to be assessed on the tax rolls.

No one was present to provide comments during the hearing.

Mayor Quackenbush closed the public hearing at 5:04 p.m.

A motion was made by Council Member Kerkhoff and seconded by Council Member Smith to waive the reading of Resolution No. 52 of 2026 – Resolution Adopting Assessments for Delinquent Accounts. Motion passed by unanimous vote.

A motion was made by Council Member Guetter and seconded by Council Member Arentson to approve Resolution No. 52 of 2026 – Resolution Adopting Assessments for Delinquent Accounts. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Guetter to waive the reading of Resolution No. 53 of 2026 – Resolution Adopting Assessments for Unpaid Maintenance Costs. Motion passed by unanimous vote.

A motion was made by Council Member Guetter and seconded by Council Member Kerkhoff to approve Resolution No. 53 of 2026 – Resolution Adopting Assessments for Unpaid Maintenance Costs. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Smith to waive the reading of Resolution No. 54 of 2026 – Resolution Adopting Assessments for Unpaid Surcharges. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 54 of 2026 – Resolution Adopting Assessments for Unpaid Surcharges. Motion passed by unanimous vote.

Human Resources Coordinator Sheila Stage was present to introduce Resolution No. 55 of 2026 – A Resolution Setting and Adopting the 2027 Contract for MN Paid Family Leave Coverage and the Employee's Share of Premium for PFML Coverage.

Ms. Stage stated City Staff worked with the City's Insurance Broker, Jenny Van Deinse, to obtain private PFML proposals for 2027 while also evaluating the State of Minnesota PFML program. The State plan rate for 2027 remains 0.88%, with the premium cost shared equally between employees and the employer (0.44% each). Ms. Van Deinse negotiated a renewal with the City's current PFML provider, Ochs/NIS. The Ochs/NIS rate was 0.78% in 2026 and will increase to 0.83% in 2027, representing a 6.41% premium increase. As with the State plan, the premium cost will be shared equally between employees and the employer, resulting in a contribution rate of 0.415% for each. Increases are due to utilization of the entire Minnesota paid leave group, not just the City of Redwood Falls and are largely driven by bonding claims incurred during 2025.

Ms. Stage stated the Ochs/NIS proposal results in a \$1,626.00 premium savings over the State plan, or 5.7%. The employees would also be saving the same amount. Ochs continues to offer a fully insured private plan option administered through Alera Group that complies with all State of Minnesota PFML requirements. Staff and employees were highly satisfied with the administration of PFML claims during 2026 and reported mostly positive experiences working with Ochs and the Alera Group. The renewal provides continued high-quality administration and service, maintains existing coverage levels, and offers lower overall costs than participation in the State plan. Staff recommend accepting the Ochs/NIS renewal for the MN PFML Plan for 2027.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 55 of 2026 – A Resolution Setting and Adopting the 2027 Contract for MN Paid Family Leave Coverage and the Employee's Share of Premium for PFML Coverage. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Guetter to approve Resolution No. 55 of 2026 – A Resolution Setting and Adopting the 2027 Contract for MN Paid Family Leave Coverage and the Employee's Share of Premium for PFML Coverage. Motion passed by unanimous vote.

City Administrator Muetzel introduced Resolution No. 56 of 2026 – A Resolution Accepting A Donation To The City.

Mr. Muetzel stated Resolution No. 56 of 2026 is accepting a financial donation in the amount of \$4,000.00 from the Redwood Valley Baseball Association. City staff would like to thank the Redwood Valley Baseball Association for their generous financial donation to assist in the payment of maintenance work done to the mound and area around home plate of the baseball field at Memorial Park. Staff is requesting approval to accept the financial donation from the Redwood Valley Baseball Association.

A motion was made by Council Member Smith and seconded by Council Member Guetter to waive the reading of Resolution No. 56 of 2026 – A Resolution Accepting A Donation To The City. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to approve Resolution No. 56 of 2026 – A Resolution Accepting A Donation To The City. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Library Addition and Renovation Project – Change Order #5.

Mr. Doering stated Staff recommend approval of Change Order (CO) #5 for the addition of added framing and blocking for trusses, drain tile installation adjustments, vented roof deck to match existing, matching existing soffit to new soffit on the meeting room addition, and additional room signage. Approval will allow the City Administrator to execute the CO. Change orders will draw from the 5% contingency allocated in the project budget. The current balance of remaining contingency less CO's 1-5 is estimated at \$119,728.07.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve the Library Addition and Renovation Project – Change Order #5. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced the Trails and Turn Lanes Project – Change Order #1

Mr. Doering stated Change Order (CO) #1 is being presented as a modification to accommodate weather-related delays and allow for completion of the remaining contract work. The Contractor has requested a two-week extension to the Milestone 1 completion date revised from 10/02/2026 to 10/16/2026. The Contractor intends to complete all remaining turn lane improvements, including paving, signage, striping, and restoration, as soon as weather conditions permit. Work on the trail portion of the project will continue as site conditions improve. The Engineer has reviewed the request and recommends approval of a two-week contract time extension due to documented weather-related impacts beyond the Contractor's control. Staff is recommending approval of Change Order No. 1. Approval will allow the City Administrator and/or City Engineer to execute the CO.

A motion was made by Council Member Guetter and seconded by Council Member Sandgren to approve the Trails and Turn Lanes Project – Change Order #1. Motion passed by unanimous vote.

City Administrator Muetzel introduced the Police Chief Position.

Mr. Muetzel stated the hiring committee has completed the selection process for the police chief position and recommends approval of the employment offer to Steve Schroeder. Steve was hired as a patrol officer in 2005 and promoted to assistant police chief in 2018. Steve has completed several leadership training programs while serving as the assistant chief and is well prepared to transition into the role of police chief. The employment offer includes a starting salary at pay grade 12, step 10 of the 2026 step structure and is contingent on an outside agency background check and satisfactory report from psychological testing.

A motion was made by Council Member Kerkhoff and seconded by Council Member Sandgren to approve the Police Chief Position to Steve Schroeder. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced 2026 Street Seal Coat Project – Final Pay Application.

Mr. Doering stated Staff is recommending for approval the Final Pay Reimbursement No. 1 to Allied Blacktop Company of Maple Grove, MN, for the 2026 Seal Coat Improvement with the final contract amount of \$215,814.20. The original bid amount was \$219,228.70 but a block of Halvorson Street was removed from seal coat area due to its use as the main construction entrance for the library. This equates to a total savings of \$3,414.50 from the original bid. This action will also set the 2-year maintenance period and final acceptance date of October 6, 2028.

A motion was made by Council Member Guetter and seconded by Council Member Arentson to approve the 2026 Street Seal Coat Project – Final Pay Application in the amount of \$215,814.20. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced 80' x 80' Airport Hangar Project – Final Pay Application.

Mr. Doering stated Staff recommend approval of Final Pay Application No. 4 (80' x 80' Airport Hangar Project) in the amount of \$41,852.12. Contractor Affidavit, MN IC134s, and prevailing wage certified reports have been received. The final contract price totals \$837,042.32. The work has been completed in substantial conformance with the Contract Documents. The engineer and staff recommend the semi-final acceptance of the work and payment of the Final Estimate. Council acceptance initiates the warranty period which expires one year from the date of final payment. Any deficiencies observed during the maintenance period must be brought to the attention of the Contractor, in writing, before the final acceptance date.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve the 80' x 80' Airport Hangar Project – Final Pay Application in the amount of \$41,852.12. Motion passed by unanimous vote.

Mayor Quackenbush stated he was unable to attend the City Council Work Session on September 29 due to a medical issue. Thank you to the CentraCare staff for the excellent care received.

City Administrator Muetzel stated the construction projects are winding down, including Great Plains Natural Gas, which will be moving to the restoration phase of the project. Staff in every department are also preparing for winter. The park bathrooms and campground will continue to be open for a couple weeks until the end of October.

City Administrator Muetzel stated the annual Fall Cleanup is scheduled for November 2-6, 2026.

City Administrator Muetzel stated there is no tentative start date scheduled for the pool repairs. Staff is starting to winterize the pool, and the contractor is comfortable working up until the end of November on the repairs. The contractor intends to complete most of the pool repairs this fall.

Bills and Claims were presented to the Council for informational purposes. No questions, comments or concerns were raised.

There being no further business, a motion was made by Council Member Kerkhoff and seconded by Council Member Guetter to adjourn the meeting at 5:25 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

AGENDA RECOMMENDATION

Meeting Date: October 20, 2026

Agenda Item: Approve Purchase of Capital Improvement Planning Software

Recommendation/Action Requested: Staff requests approval to purchase Plan-It! Capital Improvement Planning Software

Summary/Overview: The City has historically managed its Capital Improvement Plan (CIP) using various spreadsheets. As infrastructure needs continue to grow and become more complex, a dedicated CIP software platform would improve long-term planning, project prioritization, funding coordination, and reporting.

Staff is requesting approval of the Plan-It! software platform. Plan-It! is a CIP management and reporting system designed specifically for local governments. The software centralizes project information, funding sources, schedules, asset replacement planning, and multi-year financial forecasting into a single system. It also provides automated reporting and CIP document generation, reducing staff time and increasing transparency.

The vendor is offering a three-year agreement with discounted first-year pricing of \$2,750 which includes both the core product and CIP budget book module. Future annual costs will be \$5,750 for year two, and \$6,000 for year three. Funding for the first-year cost is available within the approved 2026 IT budget due to budgeted software that was not implemented.

Attachments: Plan-It! Overview / Pricing

Plan▶It!

One platform to manage, plan, and report.
Trusted by hundreds of government agencies for
25+ years in 36 states.

Prepared for City of Redwood Falls, MN

88 Minnesota Communities use Plan-It

[Lake Elmo](#) · [Champlin](#) · [Roseville](#) · Apple Valley · Eagan · [Anoka](#) · [Albert Lea](#) · [Eden Prairie](#)

“The board loves it! Best feedback received on the CIP document” – Lanie Gospodarek, Finance Dr. – Whitefish, MT

“Plan-It CIP software is really easy to use. All of the staff love it and are able to use it with very little training. Also, their support is amazing. Their response is fast and they are so accommodating to any of our needs.” – Doug Volesky, Finance Dr. – Mt. Vernon WA

Improve Your Process with very little Effort.

Plan-It solves the chaos of managing a Capital Improvement Program across spreadsheets, emails, and siloed teams, creating a single source of truth for projects, funding, and timelines.

What Plan-It Delivers:

- Centralize all CIP data, documents, and updates in one place
- Replaces error-prone spreadsheets with a centralized, simple CIP system
- Automated CIP PDF or Web-based book generation in ~60 seconds
- Multi-year cash flow forecasting with inflation adjustments
- Automated asset replacement planning
- Role-based collaboration with approval workflows & audit logs
- 1-week implementation, ~45 min of client time. Plan-It migrates all data

All of the features you need and nothing more.

Quick & Easy Implementation

Only 45 Minutes of Your Time Required

Our team handles data cleaning and import, followed by a quick consultation call to apply best practices and finalize your setup.

Plan-It CIP Software Overview

Easy and controllable data entry (Our goal is to make it as easy as filling in the blanks!)

Department: Parks and Recreation

Category: Park Improvements

Contact: Please Select

Project Name: Central Play Complex

Type: Improvement

Useful Life: 25 years

Project #: PR-048

Priority: 4 Less Important

Status: Active

Unbalanced Years

All Years are Balanced

Total Expenditure (\$ 300,000) + Total Funding (\$ 300,000) = Total Difference \$ 0

Description and Justification

Internal Notes

Expenditures and Funding

Progress

Operating Budget Impact

Image / Attachments

Activity Logs

Location

Track Budgeted vs. Actual

Expenditures

Funding Sources

Expenditure

Budget SUM 300,000

Actual SUM 0

Year

Construction/Maintenance

\$ 300,000

\$ 0

2029

+ Add new

Funding Source

Accounting Code

Budget SUM 300,000

Year

Park Dedication Fund (404)

Accounting...

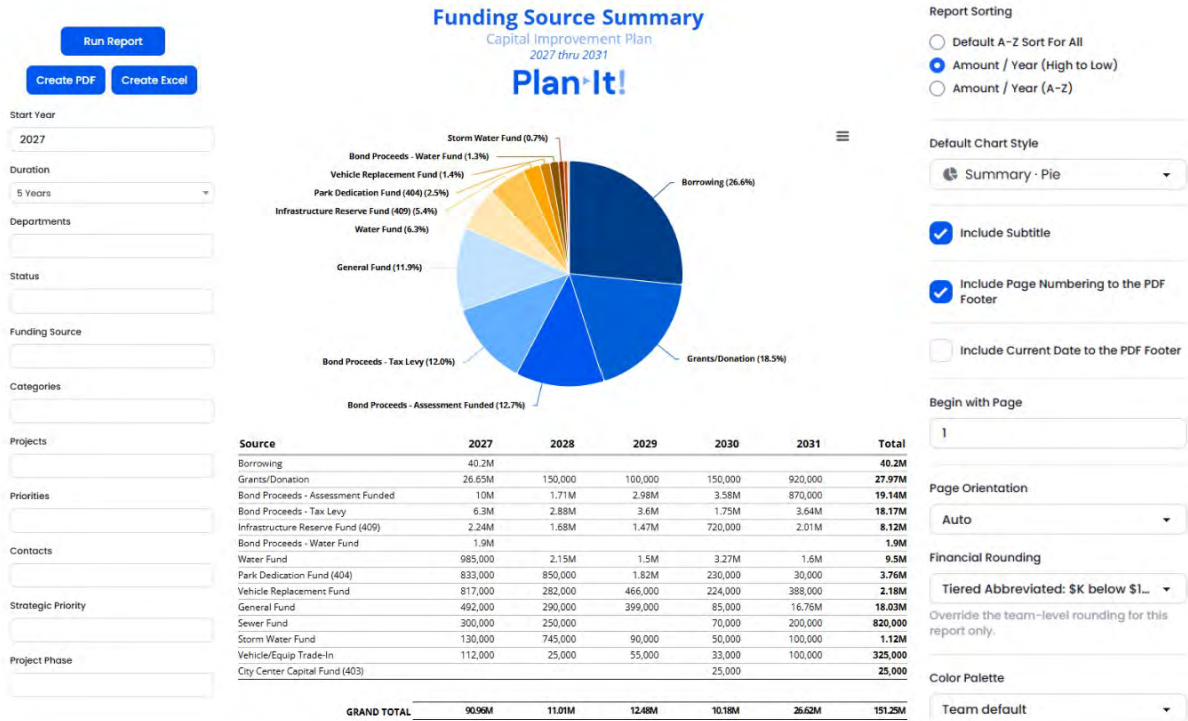
\$ 300,000

2029

+ Add new

Customizable CIP Reporting Tool

Run a report, then Create PDF or Create Excel



Simple, Transparent Pricing

for Redwood Falls, MN

CIP Core Product Subscription

CIP Core Product

\$5,000/year

Full Core Product with unlimited users.

Everything Included:

- All software maintenance and updates
- Data migration assistance included
- User-level security permissions and approval workflows
- Audit log for every change made & Simple customizable project data entry form
- Out of the box reporting
- Export to PDF or Excel & Import data via Excel
- Unlimited support and training

Implementation - one-time fee

\$500-one-time

Optional Modules

CIP Budget Book

\$750/year

Set the structure and then rinse and repeat every year - create the book in 60 seconds or less

Start Now - Core + Budget Book Discounted Pricing Year 1

Year 1 (Discounted)

\$2,750

Core Product + CIP Budget Book Wizard

Start now with available funds this year. Unlimited Users.

Waived Implementation Fee

\$500

Year 2

\$5,750

Year 3 (with 5% escalator)

\$6,000

*See standard contract terms below.

*Standard Contract Terms - 3-year contract with 5% escalator

AGENDA RECOMMENDATION

Meeting Date: October 20, 2026

Agenda Item: Resolution No. 57 of 2026 – Resolution Adopting Assessments for Emergency Fire Protection Services

Recommendation/Action Requested: Open public hearing to discuss proposed resolution. After discussions are held, close the public hearing. Read the resolutions or make a motion to waive the reading of the resolution. If there are no concerns, adopt proposed resolutions by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: The City has historically charged for certain emergency fire protection services. In March 2026, the City Council adopted Ordinance No. 102, Fourth Series, adopting § 2.86 of the Redwood Falls City Code, Establishing Fees for Emergency Fire Protection Fire Services as required by Minnesota Law. This addition to the City Code also allows the City to certify unpaid fire service charges to the county auditor for collection rather than relying solely on traditional collection efforts.

Attached for your consideration is the first resolution to certify an unpaid fire protection service charge that remains more than 30 days delinquent. Future resolutions for delinquent charges will be presented at the first meeting in January, April, July, and October. Staff recommend approval of the proposed resolution.

Delinquent Process:

- Delinquent letters are mailed to the recipient of the emergency fire protection service.
- If the fire service charge remains unpaid the charge becomes eligible for certification to the property tax roll.
- Pending assessments are published two weeks prior to the Public Hearing.
- Any unpaid balance is then brought to the Council to be approved by resolution.
- Pending assessments passed by resolution and still outstanding as of November 1 will be charged a \$50 fee and then transferred to Redwood County to be assessed on the tax rolls.

Attachments: Resolution No. 57 of 2026

RESOLUTION NO. 57 OF 2026
RESOLUTION ADOPTING ASSESSMENTS FOR EMERGENCY FIRE PROTECTION FIRE SERVICES

WHEREAS, Minn. Stat. §§ 366.011, 366.012, and 415.01 authorize the City of Redwood Falls to impose a reasonable service charge for emergency services, including fire services provided by the City or contracted for by the City, and if the service charge remains unpaid 30 days after a notice of delinquency is sent to the recipient of the service or the recipient's representative or estate, the City may use any lawful means allowed to a private party for the collection of an unsecured delinquent debt. Exercising such powers must be done by Ordinance; and

WHEREAS, Section 2.86 of the Redwood Falls City Code of Ordinances provides for the establishment of fees for emergency fire protection services. Section 2.86, Subd. 4(D) provides that if a fire service charge remains unpaid for thirty (30) days after a notice of delinquency is sent, the City Council may, by resolution, certify the unpaid fire service charge to the county auditor on or before October 15 of each year; and

WHEREAS, parties affected include owners of property within the City who received fire service, anyone who receives fire service as a result of a motor vehicle accident or fire within the City, and owners of property in towns or cities to which the City provides fire service pursuant to a fire protection contract; and

WHEREAS, there is an outstanding balance that is more than thirty (30) days delinquent on the customer accounts listed below in the amount as set forth therein; and

WHEREAS, pursuant to proper notice of intent to certify unpaid fire service charges, duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment of delinquent fire service charges listed below.

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

1. The properties listed below are hereby specially assessed in the amount specified for each parcel. The amounts certified may include a \$50.00 assessment fee.
2. Such assessments shall be payable in a single installment.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property to the City Treasurer.
4. Before certification of the assessment to the County Auditor, the City Administrator or other authorized official is authorized and directed to accept partial prepayment of the assessment, but not less than 50% of the total amount of any assessment, and reduce the amount certified to the County Auditor accordingly. Partial prepayment may be accepted only during the 30-day period following approval of the assessment.
5. The Accounts Receivable Coordinator shall forthwith transmit certified duplicates of the assessments to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ACCOUNT	LEGAL DESCRIPTION	PARCEL	AMOUNT
04-0013	ORIGINAL LOT 3 & SOUTH 25' LOT 2, BLOCK 6, CITY OF CLEMENTS	81-200-0600	\$500.00

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota, this 20th day of October 2026.

ATTEST:

Keith T. Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me

This 20th day of October 2026.



Randy Thole
Zoning Administrator
Phone: 507-616-7400
Fax: 507-637-2417
rthole@ci.redwood-falls.mn.us

AGENDA RECOMMENDATION

To: City Council

Meeting Date: October 20, 2026

Agenda Item: Variance Request – 116 N. Whittet Street, Redwood Falls, MN

Recommendation/Action Requested: The Planning Commission recommend approval of the variance request to reduce the side yard (south) setback at 116 N. Whittet Street (Parcel #88-721-0820) from 8' to 5'.

Summary/Overview:

The City received a request from Russell Andresen on 9/15/2026 for a variance to reduce the setback on the south side of the property from 8' to 5' so that an addition to the building can be constructed on the south and west sides of the residence.

The current residence is considered legal nonconforming. The property doesn't currently have a variance and the home sits approximately 5' from the south property line. The addition would not extend beyond the existing structure and will remain the same distance from the south property line. The addition would provide additional living space and provide a connection to an attached garage. There isn't currently a garage on the property so the addition would be for interior parking for the owners and would be a benefit as vehicles and maintenance equipment would be kept out of public view. This variance would bring the existing structure into compliance and allow for the requested addition.

Following Mr. Andresen's request, staff reviewed the property and determined that the area of the intended addition would be the best fit as it would not have an impact on the surrounding buildings and would put the area to good use.

The Planning Commission reviewed the request at the Planning Commission public hearing on October 13, 2026. Mr. Andresen was present at the hearing and no members of the public attended to provide comment to the request. The Planning Commission recommends approval of the variance request.

ZONING REQUIREMENTS

333 S. Washington Street · PO Box 526 · Redwood Falls, MN 56283
Office: 507-616-7400 · Fax: 507-637-2417

Zoning Requirements								
Zones	Minimum Setbacks				Minimum Lot Requirements		Maximum Bldg Requirements	
	Zone	Front (ft)	Side (ft)	Rear (ft)	Width (ft)	Area	Height (ft)	Stories
	A-O	50	20	30	150	5 acres	30	3
	R-1	25	8*	30	75	10,000 sq ft	30	2-1/2
	R-2	25	8	30	75	10,000 sq ft	30	3
	R-3	25	15*	30	120	14,400 sq ft	30	3
	R-4	25	15*	30	100	15,000 sq ft	30	3
	R-B	25	15*	30	75	10,000 sq ft	45	3
	R-R	50	30*	30	150	2.5 acres	30	3
	B-1	25	20*	30	75	10,000 sq ft	30	2
	B-2	25	20*	30	100	no minimum	45	3
	B-3	25	10*	30	100	no minimum	45	3
	B-4	no minimum*	no minimum*	no minimum*	no minimum	no minimum	45	3
	I-1	25	20*	20*	100	20,000 sq ft	45	3
	I-2*	50	20*	50*	100	1 acre	60	n/a
	*Exceptions Apply							

*Exceptions

R-1, R-3, R-4, R-R– For community centers, churches or schools the side yard setbacks shall be double required for the district, but not greater than 30 feet.

R-3– Side yard setbacks shall not be less than 30 feet when abutting an R-1 district.

R-R –If abutting a public right of way, side yard setbacks shall not be less than 30 feet.

R-B– For nursing homes or similar group homes, side yard setbacks shall be double required for the district, but not greater than 30 feet.

B-1, B-2, B-3, B-4– If abutting a R-1, R-2, or R-3 district, side yard setbacks shall not be less than 25 feet.

I-1– Side and rear yard setbacks shall not be less than 50 feet when abutting an “R” district.

I-2– Side and rear yard setbacks shall not be less than 100 feet when abutting an “R” district.

I-2 – Different provisions apply if zoned prior to 9-21-1972.

PC26013



LAND USE APPLICATION

333 S. Washington Street · PO Box 526 · Redwood Falls, MN 56283
Office: 507-616-7400 · Fax: 507-637-2417

SITE INFORMATION

Site Address 116 N Whittet ST

Parcel ID# _____ Current Zoning Designation _____

Current Property Use Primary residence

Proposed Property Use Primary residence

PROPERTY OWNER INFORMATION

Name Russell Andresen Phone 507-640-0615

Address 116 N Whittet ST

APPLICANT INFORMATION

Applicant/ Company Name Russell Andresen Phone 507-640-0615

Contact Person _____ Email rmwjrl969@gmail.com

Address _____

TYPE OF REQUEST

- | | | | |
|--|----------|--|----------|
| ☒ Variance | \$500.00 | ☐ Vacate Easement or Right of Way | \$500.00 |
| ☐ Conditional Use | \$500.00 | ☐ Zoning Amendment | \$500.00 |
| ☐ Interim Use | \$500.00 | ☐ Planned Unit Development | \$500.00 |
| ☐ Minor Subdivision | \$250.00 | ☐ Zoning Letter/ Certificate | \$50.00 |
| ☐ Preliminary Plat | \$500.00 | ☐ Appeal | \$500.00 |
| ☐ Final Plat | \$500.00 | ☐ Other | |

DESCRIPTION OF REQUEST

* A separate detailed narrative of the project may be required to fully describe request. See Submittal Requirements

FILING AND INFORMATION REQUIREMENTS

The City requests that you make a pre-application meeting with the Zoning Administrator to discuss the application process, requirements, and deadlines. Additional items may be requested to help provide details and clarifications to the Planning Commission and City Council to make a decision on the request.

COMPLETE/ INCOMPLETE APPLICATIONS

An incomplete application will delay the processing of land use requests. The application approval time commences and an application is considered officially filed when the City Planner has received and examined the application and determined that the application is complete. A decision on whether the application is complete or incomplete shall be made within fifteen (15) working days following the submittal of the application. When the application is deemed to be "complete" it shall be placed on the agenda of the first possible Planning Commission meeting provided that all required public notices have been sent and published.

PAYMENT OF FEES

Land use application fees for the type of request are attached to this application and must be paid to the City before an application is found to be complete. In addition to the application fees, the City retains engineering, legal, planning and other consultants who may be involved in the application review process and attend Planning Commission and City Council meetings for a particular application. All costs resulting from the review of the application by the City and its consultants, including but not limited to engineering, legal, and planning must be paid by the applicant. The City may withhold final action on a land use application, withhold building permits, and/or rescind prior action until all miscellaneous fees have been paid. The City will notify the applicant of these fees before the expenses are incurred.

NOTICE OF MEETING ATTENDANCE

In order for the Planning Commission and the City Council to consider any application, the applicant or a designated representative must be present at the **both** scheduled meetings. If not, the matter may be tabled until the next available agenda.

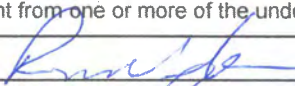
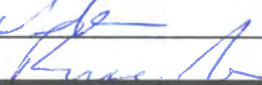
AGENDA DEADLINE

The deadline for submittal of land use applications is the **20th of the month** to get on the next month regular scheduled meeting. There are no exceptions to this deadline. Failure to submit all application materials by the deadline date may delay the review process. The Planning Commission regular scheduled meeting is on the second Tuesday of each month at 5:15 PM in the City Council Chambers at City Hall. The City Council regularly meets on the first and third Tuesday of each month at 5:00 PM in the City Council Chambers at City Hall.

ACKNOWLEDGEMENT & SIGNATURE

I hereby apply for zoning approval and certify the information herein is complete and accurate; that the work will be in conformance with the ordinances and codes of the City of Redwood Falls; that I understand that this is not a permit but only an application for zoning approval, and work will not start until zoning approval and all other applicable permits are issued and all work will be in accordance with the approved plan and permits.

I acknowledge that I have read all of the information listed in the Redwood Falls Land Use Application and fully understand that I am responsible for all costs, including any consultant fees, incurred by the City related to the processing and review of this application. If additional fees are required to cover costs incurred by the City, the City Administrator has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees.

Applicant Signature 	Date <u>9-17-26</u>
Property Owner Signature 	Date <u>9-17-26</u>

FOR OFFICE USE ONLY

☐ Application Received	Date	Application Fee	
☐ Full Required Submittals Received	Date	Other	
		Other	
Notes		Total	

Practical Difficulties Survey

Pursuant to Minnesota Statutes § 462.357, subd. 6 and Redwood Falls City Ordinance, variances may be granted from the standards of the City Zoning Ordinance only if;

1. The proposed variance is in harmony with the general purpose and intent of the zoning ordinance
2. The proposed variance is consistent with the comprehensive plan
3. Any applicant establishes that there are practical difficulties in complying with the ordinance standard from which they are requesting a variance. To establish a practical difficulty, the applicant must demonstrate all of the following;
 - The proposed use is reasonable
 - The need for the variance is caused by circumstances unique to the property, not created by the property owner, and not based on economic considerations
 - The proposed use would not alter the essential character of the surrounding area

In your own words, describe the practical difficulty that requires this variance.

The existing southern wall of the house is 5' set back from property line. In order for the porch addition to match we would need to build the southern wall of that to the same set back distance.

In your opinion, does the proposal put the property to use in a reasonable manner?

Yes it does

In your opinion, are there circumstances unique to the property?

Yes. The house as purchased has 5' set back from property lines on both northern and southern walls

In your opinion, would this variance alter the essential character of the neighborhood?

No it would not. There are several homes in this neighborhood that already vary from the set back limits

In your opinion, is the practical difficulty on the property created by the property owner?

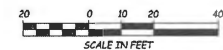
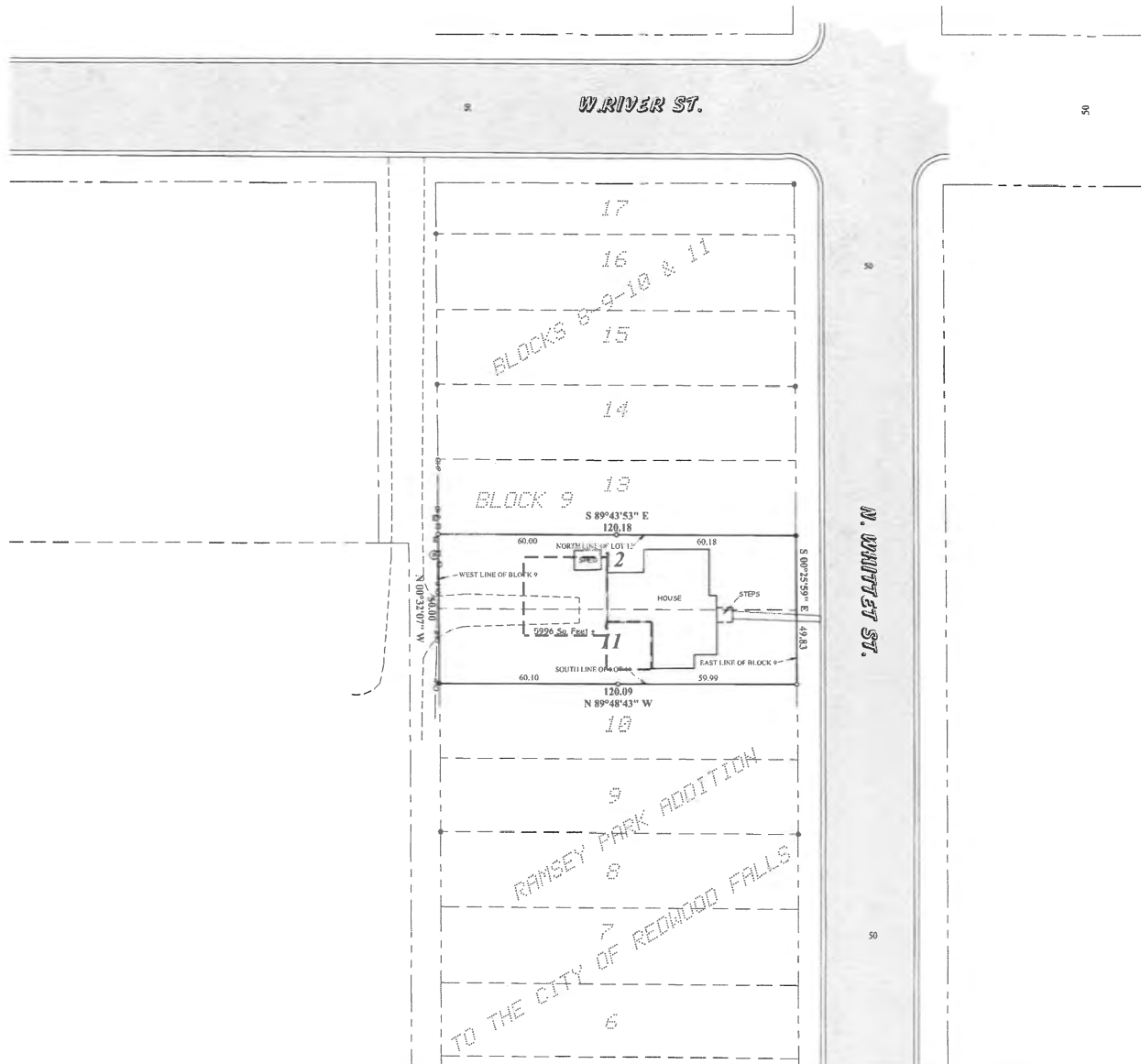
No it is not

In your opinion, do economic considerations alone create the practical difficulty?

Economic considerations are the least concern. The match to existing home and future considerations for total siding replacement are the main concerns

LEGAL DESCRIPTION

Lots 11 & 12, Block 9 of BLOCKS 8, 9, 10 & 11, OF RAMSEY PARK
ADDITION TO THE CITY OF REDWOOD FALLS as of public record, Redwood
County, Minnesota.



Legend

- INDICATES IRON MONUMENT PLACED
- INDICATES IRON MONUMENT FOUND
- O—P— INDICATES OVERHEAD POWER LINE
- INDICATES CABLE PEDESTAL
- INDICATES TELEPHONE PEDESTAL
- INDICATES ELECTRICAL PEDESTAL
- ⊙ INDICATES ELECTRICAL VAULT
- ⊞ INDICATES POWER POLE
- INDICATES BITUMINOUS SURFACE
- INDICATES CONCRETE SURFACE
- INDICATES GRAVEL SURFACE

NOTE: THIS SURVEY IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS PREPARED FOR AND SHOULD NOT BE RELIED UPON BY ANY OTHER PARTY OR FOR ANY OTHER PURPOSE. UNAUTHORIZED REPRODUCTION OF THIS DOCUMENT IS PROHIBITED.

1004 2nd ST. SE
WILLMAR, MN 56201
PH. 320-235-4012

340 CHAPEL HILL RD.
COLD SPRING, MN 56320
PH. 320-685-5905

1250 HWY 15 SOUTH
HUTCHINSON, MN 55350
PH. 320-234-1223

CERTIFICATE OF SURVEY PREPARED BY:
O'MALLEY & KRON
LAND SURVEYORS, INC.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
Benjamin C. O'Malley DATE: 7-22-2026
BENJAMIN C. O'MALLEY
MINNESOTA REGISTRATION NO. 42300

ANY COPY OF THIS DRAWING THAT IS NOT SIGNED BY THE SURVEYOR WHO PREPARED IT SHALL BE DEEMED TO BE A PRELIMINARY COPY.

CERTIFICATE OF SURVEY PREPARED FOR:
RUSTY ANDRESEN

JOB NO: 2026-472
FILE NAME: 2026-472.dwg
LOCATION: 36-113-36

SHEET 1 OF 1



122

9.896

29.95

26.3116

Redwood Falls

DELHI

36

4.948

110

AGENDA RECOMMENDATION

To: City Council

Meeting Date: October 20, 2026

Agenda Item: Variance Request – 400 E. Tin Street, Redwood Falls, MN

Recommendation/Action Requested: The Planning Commission recommend approval of the variance request to reduce the rear yard (south) setback at 400 E Tin Street (Parcel #88-713-0044) from 30' to 10'.

Summary/Overview:

The City received a request from Mark Magers on 9/18/2026 for a variance to reduce the setback on the south side (rear yard) of the property from 30' to 10' so that a new building could be constructed on the lot.

The property is currently a vacant lot and is in a B-3 zoning district with current rear yard setback at 30'. Mr. Magers intends to construct a new building with the purpose and intent being consistent with other buildings in the area. The proposed structure would mostly be used for vehicle storage. Due to the size of the lot, a 30' rear yard setback would significantly limit the proposed building size. Similar variance requests have been submitted and approved for buildings in the immediate area and the proposed use of the lot is in line with the characteristics of the neighborhood. In addition, reducing the rear yard setback would maintain the front yard setback of 25' that other buildings in the area have conformed to.

Following Mr. Magers request, staff reviewed the property and determined that the area of the intended building would not have an impact on the surrounding buildings and would put the area to good use. Additionally, the building would provide an interior parking area and would be a benefit as vehicles and equipment would be kept out of public view.

The Planning Commission reviewed the request at the Planning Commission public hearing on October 13, 2026. Mr. Magers was present at the hearing and no members of the public attended to provide comment to the request. The Planning Commission recommends approval of the variance request.

ZONING REQUIREMENTS

333 S. Washington Street · PO Box 526 · Redwood Falls, MN 56283
Office: 507-616-7400 · Fax: 507-637-2417

Zoning Requirements								
Zones	Minimum Setbacks				Minimum Lot Requirements		Maximum Bldg Requirements	
	Zone	Front (ft)	Side (ft)	Rear (ft)	Width (ft)	Area	Height (ft)	Stories
	A-O	50	20	30	150	5 acres	30	3
	R-1	25	8*	30	75	10,000 sq ft	30	2-1/2
	R-2	25	8	30	75	10,000 sq ft	30	3
	R-3	25	15*	30	120	14,400 sq ft	30	3
	R-4	25	15*	30	100	15,000 sq ft	30	3
	R-B	25	15*	30	75	10,000 sq ft	45	3
	R-R	50	30*	30	150	2.5 acres	30	3
	B-1	25	20*	30	75	10,000 sq ft	30	2
	B-2	25	20*	30	100	no minimum	45	3
	B-3	25	10*	30	100	no minimum	45	3
	B-4	no minimum*	no minimum*	no minimum*	no minimum	no minimum	45	3
	I-1	25	20*	20*	100	20,000 sq ft	45	3
	I-2*	50	20*	50*	100	1 acre	60	n/a
	*Exceptions Apply							

*Exceptions

R-1, R-3, R-4, R-R– For community centers, churches or schools the side yard setbacks shall be double required for the district, but not greater than 30 feet.

R-3– Side yard setbacks shall not be less than 30 feet when abutting an R-1 district.

R-R –If abutting a public right of way, side yard setbacks shall not be less than 30 feet.

R-B– For nursing homes or similar group homes, side yard setbacks shall be double required for the district, but not greater than 30 feet.

B-1, B-2, B-3, B-4– If abutting a R-1, R-2, or R-3 district, side yard setbacks shall not be less than 25 feet.

I-1– Side and rear yard setbacks shall not be less than 50 feet when abutting an “R” district.

I-2– Side and rear yard setbacks shall not be less than 100 feet when abutting an “R” district.

I-2 – Different provisions apply if zoned prior to 9-21-1972.



PC26014

LAND USE APPLICATION

333 S. Washington Street · PO Box 526 · Redwood Falls, MN 56283
Office: 507-616-7400 · Fax: 507-637-2417

SITE INFORMATION

Site Address 400 E Tin Street, Redwood Falls, MN 56283

Parcel ID#

Current Zoning Designation B-3

Current Property Use Vacant property

Proposed Property Use Private storage shed

PROPERTY OWNER INFORMATION

Name Mark & Jane Magers

Phone 507-828-8623

Address 311 E. Normandale Rd., Redwood Falls, MN 56283

APPLICANT INFORMATION

Applicant/ Company Name Mark & Jane Magers

Phone 507-828-8623

Contact Person Mark Magers

Email

Address 311 E. Normandale Rd., Redwood Falls, MN 56283

TYPE OF REQUEST

- | | | | |
|--|----------|--|----------|
| ☒ Variance | \$500.00 | ☐ Vacate Easement or Right of Way | \$500.00 |
| ☐ Conditional Use | \$500.00 | ☐ Zoning Amendment | \$500.00 |
| ☐ Interim Use | \$500.00 | ☐ Planned Unit Development | \$500.00 |
| ☐ Minor Subdivision | \$250.00 | ☐ Zoning Letter/ Certificate | \$50.00 |
| ☐ Preliminary Plat | \$500.00 | ☐ Appeal | \$500.00 |
| ☐ Final Plat | \$500.00 | ☐ Other | |

DESCRIPTION OF REQUEST

To reduce the rear yard setback from 30' to 10' to match neighboring property that had a variance granted. The previous setback requirement before rezoning to B-3 was 20' for I-2, which was made more restrictive with this rezone.

*** A separate detailed narrative of the project may be required to fully describe request. See Submittal Requirements**

FILING AND INFORMATION REQUIREMENTS

The City requests that you make a pre-application meeting with the Zoning Administrator to discuss the application process, requirements, and deadlines. Additional items may be requested to help provide details and clarifications to the Planning Commission and City Council to make a decision on the request.

COMPLETE/ INCOMPLETE APPLICATIONS

An incomplete application will delay the processing of land use requests. The application approval time commences and an application is considered officially filed when the City Planner has received and examined the application and determined that the application is complete. A decision on whether the application is complete or incomplete shall be made within fifteen (15) working days following the submittal of the application. When the application is deemed to be "complete" it shall be placed on the agenda of the first possible Planning Commission meeting provided that all required public notices have been sent and published.

PAYMENT OF FEES

Land use application fees for the type of request are attached to this application and must be paid to the City before an application is found to be complete. In addition to the application fees, the City retains engineering, legal, planning and other consultants who may be involved in the application review process and attend Planning Commission and City Council meetings for a particular application. All costs resulting from the review of the application by the City and its consultants, including but not limited to engineering, legal, and planning must be paid by the applicant. The City may withhold final action on a land use application, withhold building permits, and/or rescind prior action until all miscellaneous fees have been paid. The City will notify the applicant of these fees before the expenses are incurred.

NOTICE OF MEETING ATTENDANCE

In order for the Planning Commission and the City Council to consider any application, the applicant or a designated representative must be present at the **both** scheduled meetings. If not, the matter may be tabled until the next available agenda.

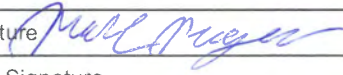
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ACKNOWLEDGEMENT & SIGNATURE

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I acknowledge that I have read all of the information listed in the Redwood Falls Land Use Application and fully understand that I am responsible for all costs, including any consultant fees, incurred by the City related to the processing and review of this application. If additional fees are required to cover costs incurred by the City, the City Administrator has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees.

Applicant Signature 	Date
Property Owner Signature	Date

FOR OFFICE USE ONLY

☐ Application Received	Date	Application Fee	
☐ Full Required Submittals Received	Date	Other	
		Other	
Notes		Total	



Legend

- City Limits
- Parcels (10/6/2025)
- Road ROW
- Lot Lines
- 2023 Aerial Photo
- Red: Band_1
- Green: Band_2
- Blue: Band_3

400 E Tin St



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Redwood Falls is not responsible for any inaccuracies herein contained.

0 33 Feet

© Bolton & Menk, Inc - Web GIS 10/9/2026 1:40 PM



AGENDA MEMO

Meeting Date: October 20, 2026

Agenda Item: Ordinance No. 106, Fourth Series – An Ordinance Amending the Unified Development Ordinance as Provided in §14.06 of the Redwood Falls City Code for the Purpose of Amending Permitted Fence Location and Height.

Recommendation/Action Requested: **Read** the proposed ordinance or make a motion to waive the first reading of the ordinance. Discuss the proposed ordinance. If there are no concerns, proposed ordinance will be discussed again at the next Council Meeting on November 10, 2026, with a request for approval by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: The City of Redwood Falls has the authority to adopt an ordinance pursuant to Minn. Stat. Sec. 462.357, allowing a local unit of government to adopt zoning regulations for the purpose of promoting the public health, safety, morals, and general welfare by regulating on the earth's surface, in the air space above the surface, and in subsurface areas, the location, height, width, bulk, type of foundation, number of stories, size of buildings and other structures. Ordinance No. 106 amends Section 7.26, Subparagraph F of Chapter 7, Article 6 of the Unified Development Ordinance. The proposed changes address the placement of fences and hedges in the public right-of-way, as well as platted and acquired easements. On June 30, 2026, Staff presented this issue at the Council Work Session to obtain consensus moving forward with the changes. The presentation focused on the previous policy shift to allow fences in platted or acquired easements and the proposed reversal of that shift.

Prior to the shift in policy, no fence was allowed in the rear yard utility easements of five to ten feet. At times this led to neglect and rubbish accumulation in the setback which caused adjacent landowner complaints. The policy shift allowed fences to be in the easement with a written acknowledgement to do so is at the property owner's own risk and if public utilities needed to access the area, the fence could be removed at owner's expense. The written acknowledgment is not a recordable document, and when the property changed hands, new homeowners were surprised to find their fence dismantled and set aside.

Currently, staff find utility pathways blocked and both public and private utilities cannot provide service or maintenance of current utilities or are unable to install new utility upgrades to the benefit of other lots in the subdivision. Commonly, adjacent landowners with no fence are overburdened with extra utilities on their side due to fence obstructions of their neighbors in the rear-yard easement. The consensus is to return to the prohibition of fences in utility easements, current fences in the prohibited areas will be allowed to stay until they need to be replaced or removed for utility installation triggering a new fence permit. Utility easements exist to serve the public with the needed utilities of power, water, sewer, drainage, and communications.

On October 13, 2026, after published notice in the Redwood Gazette on October 1, 2026, the Planning Commission held a public hearing to discuss Ordinance No. 106, Fourth Series. After the hearing, the Planning Commission adopted the Findings of Fact found in Section 2 of Ordinance No. 106 and recommended approval of Ordinance No. 106.

Attachment: Ordinance No. 106, Fourth Series

ORDINANCE NO. 106, FOURTH SERIES

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT
ORDINANCE, 2014 EDITION, AS PROVIDED IN §14.06 OF THE
REDWOOD FALLS CITY CODE, FOR THE PURPOSE OF AMENDING
PERMITTED FENCE LOCATION AND HEIGHT**

THE CITY COUNCIL OF REDWOOD FALLS DOES ORDAIN:

SECTION 1. PURPOSE.

WHEREAS, pursuant to State Statute §462.357 which enables cities to enact land use plans through zoning ordinances, a certain document, one (1) copy of which is on file in the office of the City Administrator of the City of Redwood Falls, being marked and designated as the Unified Development Ordinance, 2014 Edition, was adopted, after public hearing, as the Unified Development Ordinance of the City of Redwood Falls, State of Minnesota by Ordinance No. 44, Fourth Series, on November 7, 2014 by the City Council of Redwood Falls. The Unified Development Ordinance of the City of Redwood Falls, State of Minnesota, was adopted for regulating and governing zoning ordinances for the purpose of promoting public health, safety and the general welfare; for the future layout and landscape of the City for years to come; for the development or preservation of open space; for the redevelopment and revival of existing properties; and to develop future plans for harmonious and healthy land use patterns that are consistent with the goals of the City's Comprehensive Plan; and

WHEREAS, after public hearing, Ordinance No. 90, Fourth Series, adopted on May 21, 2024, adopted the Unified Development Ordinance, 2014 Edition, of the City of Redwood Falls with amendments to sections 7.18, 7.20, and 7.24; and

WHEREAS, the Unified Development Ordinance, 2014 Edition, was subsequently amended by Ordinance No. 94, Fourth Series, adopted on January 2, 2025; by Ordinance No. 104, Fourth Series, adopted on May 19, 2026; and by Ordinance No. 105, Fourth Series, adopted on July 7, 2026; and

WHEREAS, the Unified Development Ordinance, 2014 Edition, continues and remains adopted as the Unified Development Ordinance of the City of Redwood Falls, State of Minnesota, remains on file in the office of the City Administrator of the City of Redwood Falls, and is hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance with amendments as noted below; and

WHEREAS, the Council finds and concludes that the proposed amendments are appropriate and lawful land use regulations for the City of Redwood Falls, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good; and

SECTION 2. That after a public hearing and review of all the evidence pertaining to the request to amend the Unified Development Ordinance, 2014 Edition, as referenced in Section 7, the City Council of the City of Redwood Falls makes the following:

FINDINGS OF FACT

1. The amendments are consistent with the applicable policies of the City's Comprehensive and Land Use Plan.
2. The amendments do not propose to change the zoning classification of a particular property.
3. The amendments are in the best interest of the public as they promote orderly development and are not solely for the benefit of a single property owner.

SECTION 3. CONFLICT AND REPEAL. That any and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Redwood Falls City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. APPLICATION. That nothing in this ordinance or in the Unified Development Ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That Chapter 14, Section 14.01 of the Redwood Falls City Code continue to read as follows:

"SEC. 14.01. UNIFIED DEVELOPMENT ORDINANCE. The Unified Development Ordinance, 2014 Edition, is hereby adopted by reference as though set forth verbatim herein. One copy of said Code shall be marked CITY OF REDWOOD FALLS-OFFICIAL COPY and kept on file in the office of the City Administrator and open to inspection and use by the public."

SECTION 7. That Chapter 14, §14.06 of the Redwood Falls City Code be amended to read as follows:

~~SEC. 14.06 [RESERVED]~~

"SEC. 14.06. AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE. *The Unified Development Ordinance, 2014 Edition, as adopted and amended on November 7, 2014, April 6, 2021, May 21, 2024, January 2, 2025, May 19, 2026, and July 7 2026, by reference as though set forth verbatim in §14.01, §14.02, §14.03, §14.04, §14.05 is hereby amended to read as follows:*

1. Section 7.26 Fence Location and Height

Fences may be erected, placed, or maintained in any yard along or adjacent to a lot line, in accordance with the requirements identified below and permits are required. The City of Redwood Falls does not provide surveying service. It is up to the homeowner to establish the location of the lines and make these available at time of application or upon request of the inspector. The owner shall be responsible for properly locating all property lines before construction of any fence. The Zoning Administrator may require any applicant for a permit to establish the boundary lines of his or her property by a survey thereof to be made by a licensed land surveyor.

- (A) No fence shall exceed eight (8) feet in height in residential districts or ten (10) feet in non-residential districts. In the case of grade separation such as the division of properties by a retaining wall, fence height shall be determined based on measurement from the average point between highest and lowest grade.
- (B) Residential fencing in the front yard or a corner side yard of principal structure may be no higher than 48 inches, shall be constructed with at least 75% open space and shall be set back at least one foot from the right-of-way line. For the purpose of interpreting these fence regulations, a structure's front yard shall be defined as that area which is on the same side of the house as the main entrance (identifiable by the address) and, in the case of corner lots, the side lot between the structure and the right-of-way (excluding alleyways).
- (C) On residential corner lots, no fence or screen shall be permitted within the triangular area defined as beginning at the intersection of the projected curb line of two intersecting streets (including alleyways), thence 20 feet from the point of beginning on the other curb line, thence to the point of beginning.
- (D) In residential districts, fences in side or rear yards shall be constructed no closer than 5' from all public right of ways without a conditional use permit.
- (E) In non-residential districts, fences shall be constructed no closer than ten feet from all public right-of-ways (including alleyways) without a conditional use permit. Fences shall not be permitted in the front yard in nonresidential without a conditional use permit.
- (F) Fences or hedges placed within utility easements are subject to removal at the expense of the property owner if required for the maintenance or improvement of the utility. No fence shall be constructed within a public right-of-way or recorded utility easement, whether by plat or other acquisition, in rear yards. No fence shall be constructed within recorded utility easements, whether by plat or other acquisition, in side yards if the easement is used for ingress and egress to rear yard utility easements.

SECTION 8. EFFECTIVE DATE. That this Ordinance becomes effective from and after its passage and publication of its adoption and reference that a printed copy of the Unified Development Ordinance is available for inspection by any person during regular office hours at the office of the City Administrator.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota, this 10th day of November 2026.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
10th day of November 2026.

Notary Public

Introduction: 10/20/2026
Posting:
Adopted: 11/10/2026
Approval Published:

Meeting Date: October 20, 2026

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 58 of 2026 - Health Insurance Renewal and Employee Share of Premiums

Recommendation/Action Requested: Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If there are no concerns, the Resolution needs to be approved by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: City Staff worked with our benefits consultant, Jenny Van Deinse of Gallagher Insurance Consulting, to obtain Group Health Insurance proposals for 2027 for both the City's Health Reimbursement Arrangement (HRA) and Health Savings Account (HSA) plans.

Jenny successfully negotiated renewal terms with the City's current health insurance provider, UnitedHealthcare (UHC). At the time of renewal, the City's health plan was operating at a favorable 46.0% loss ratio, resulting in a competitive renewal offer.

The initial 2027 renewal proposal from UHC reflected a 9.9% premium increase which we were able to negotiate down to 7.0% premium increase if the City bundled its health insurance coverage with another UHC product. During the renewal negotiations, UHC subsequently offered the City an additional 1.0% premium reduction incentive if the City added UHC Vision Insurance to its employee benefits package. As a result of bundling the City's health and vision coverage, the final renewal proposal reflects a 6.0% increase in health insurance premiums for both the HRA and HSA plans.

The proposed 2027 renewal maintains the same four-tier health insurance coverage levels and benefits currently provided in 2026. In addition, the lower premium associated with the HSA plan continues to allow the City to make contributions into participating employees' Health Savings Accounts.

Staff recommend approval of the 2027 Group Health Insurance renewal with UnitedHealthcare at an increase of 6.0%.

Please see the attached table for employee/employer costs and self-funding.

2027 Health Insurance Premiums

	Employee	Per Paycheck (24)	Per Month	Total Yearly Cost
UHC - \$5,000	Health Premium		\$775.08	\$9,300.96
	Total Premium		\$775.08	\$9,300.96
	City HSA Cont.	\$49.16	\$98.31	\$1,179.74
	Employee 10%	\$38.75	\$77.51	\$930.10
	Employer 90%	\$348.79	\$697.57	\$8,370.86
	Total Employer Cost:		\$795.88	\$9,550.60
UHC - HRA	Health Premium		\$799.73	\$9,596.76
	Self Funding		\$84.59	\$1,015.02
	Total Premium		\$884.32	\$10,611.78
	Employee 10%	\$44.22	\$88.43	\$1,061.18
	Employer 90%	\$397.94	\$795.88	\$9,550.60
	Total Employer Cost:		\$795.88	\$9,550.60
	Employee + Spouse	Per Paycheck (24)	Per Month	Total Yearly Cost
UHC - \$5,000	Health Premium		\$1,550.16	\$18,601.92
	Total Premium		\$1,550.16	\$18,601.92
	City HSA Cont.	\$155.06	\$310.11	\$3,721.34
	Employee 20%	\$155.02	\$310.03	\$3,720.38
	Employer 80%	\$620.06	\$1,240.13	\$14,881.54
	Total Employer Cost:		\$1,550.24	\$18,602.88
UHC - HRA	Health Premium		\$1,599.46	\$19,193.52
	Self Funding		\$338.34	\$4,060.08
	Total Premium		\$1,937.80	\$23,253.60
	Employee 20%	\$193.78	\$387.56	\$4,650.72
	Employer 80%	\$775.12	\$1,550.24	\$18,602.88
	Total Employer Cost:		\$1,550.24	\$18,602.88
	Employee + Family	Per Paycheck (24)	Per Month	Total Yearly Cost
UHC -HSA \$5,000	Health Premium		\$3,224.33	\$38,691.96
	Total Premium		\$3,224.33	\$38,691.96
	City HSA Cont.	\$180.76	\$361.52	\$4,338.26
	Employee 18%	\$290.19	\$580.38	\$6,964.55
	Employer 82%	\$1,321.98	\$2,643.95	\$31,727.41
	Total Employer Cost:		\$3,005.47	\$36,065.67
UHC - HRA	Health Premium		\$3,326.87	\$39,922.44
	Self Funding		\$338.34	\$4,060.08
	Total Premium		\$3,665.21	\$43,982.52
	Employee 18%	\$329.87	\$659.74	\$7,916.85
	Employer 82%	\$1,502.74	\$3,005.47	\$36,065.67
	Total Employer Cost:		\$3,005.47	\$36,065.67
	Employee + Children	Per Paycheck (24)	Per Month	Total Yearly Cost
UHC - \$5,000	Health Premium		\$2,255.48	\$27,065.76
	Total Premium		\$2,255.48	\$27,065.76
	City HSA Cont.	\$164.03	\$328.06	\$3,936.77
	Employee 20%	\$225.55	\$451.10	\$5,413.15
	Employer 80%	\$902.19	\$1,804.38	\$21,652.61
	Total Employer Cost:		\$2,132.45	\$25,589.38
UHC - HRA	Health Premium		\$2,327.22	\$27,926.64
	Self Funding		\$338.34	\$4,060.08
	Total Premium		\$2,665.56	\$31,986.72
	Employee 20%	\$266.56	\$533.11	\$6,397.34
	Employer 80%	\$1,066.22	\$2,132.45	\$25,589.38
	Total Employer Cost:		\$2,132.45	\$25,589.38

RESOLUTION NO. 58 OF 2026

A RESOLUTION SETTING AND ADOPTING THE 2027 CONTRACT RENEWAL OF GROUP HEALTH INSURANCE AND THE EMPLOYER'S SHARE OF PREMIUM FOR HEALTH INSURANCE COVERAGE

WHEREAS, per Section 21.1 of the Redwood Falls City Personnel Policy, the City is to pay a portion of the premium of hospital medical expenses and major medical insurances for single and family coverage, and is viewed as a negotiable item depending on total premium costs; and

WHEREAS, the City of Redwood Falls is conscious of the rising cost of insurance for both the employer and employee and makes every effort possible to do what is in the best interest for both groups in determining health insurance coverage; and

WHEREAS, City Staff worked with the City's Insurance Broker, Jenny Van Deinse, from Gallagher Insurance Consulting to obtain Group Health Insurance proposals for 2027; and

WHEREAS, During the renewal negotiations, United Healthcare (UHC) offered the City an additional 1.0% premium reduction incentive if the City added UHC Vision Insurance to its employee benefits package. As a result of bundling the City's health and vision coverage, the final renewal proposal reflects a 6.0% increase in health insurance premiums for both the HRA and HSA plans; and

WHEREAS, the renewal bid maintains the same coverage and same four-tiered coverage model provided in 2026. In addition, the lower premium associated with the HSA plan continues to allow the City to make contributions into participating employees' Health Savings Accounts.

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

1. The proposed agreement renewing the City's current group health insurance contract with United Healthcare for 2027 is approved and shall be executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The agreement described above shall be maintained and insured as allowed by law.

BE IT FURTHER RESOLVED that the City Council of the City of Redwood Falls, Minnesota, approves the request contingent upon compliance with all the requirements of the Minnesota State Statutes.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 20th day of October 2026.

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
20th day of October 2026.

Notary Public

Meeting Date: October 20, 2026**AGENDA RECOMMENDATION****Agenda Item:** Resolution No. 59 of 2026 Dental Insurance and Employee Share of Premiums**Recommendation/Action Requested:** Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If there are no concerns, the Resolution needs to be approved by motion in accordance with Chapter 4 of the City Charter.**Summary/Overview:** Staff worked with the City's insurance broker, Jenny Van Deinse of Gallagher Insurance Consulting, to obtain group dental insurance proposals for 2027. As part of the renewal process, Jenny negotiated with the City's current dental insurance provider, Delta Dental of Minnesota, to secure a renewal of the existing dental plan.

Staff recommend renewing the City's current group dental insurance plan with Delta Dental for 2027. The renewal reflects a 1.10% premium increase while maintaining the same coverage and benefits provided under the 2026 plan.

Staff also calculated employee premium contributions for 2027 based on the 1.10% rate increase. Those contributions are outlined in the table below. The plan will continue to be offered as a 100% employee-paid benefit, with monthly premium rates as shown.

Recommendation: Staff recommend approval of the Delta Dental Pathfinder 3 Plan for the 2027 plan year. The proposed renewal maintains the current level of coverage while limiting the premium increase to 1.10%.**Path Finder3 Dental**

Annual Maximum – Per person/Per Calendar Year	\$1500
Deductible: Lifetime Deductible – Diagnostic & Preventive Services – Per Person	\$50
Annual Deductible – Per Person/Family	\$50/\$150

Rates per subscriber per month	Current Rate(s)	Renewal Rate(s)
	January 1, 2026 through December 31, 2026	January 1, 2027 through December 31, 2027
Subscriber only	\$42.28	\$42.75
Subscriber and spouse	\$81.08	\$81.97
Subscriber and child(ren)	\$98.43	\$99.51
Subscriber, spouse and child(ren)	\$154.48	\$156.18

RESOLUTION NO. 59 OF 2026

**A RESOLUTION SETTING AND ADOPTING THE 2027 CONTRACT FOR
VOLUNTARY GROUP DENTAL INSURANCE AND THE EMPLOYEE'S SHARE OF
PREMIUM FOR DENTAL INSURANCE COVERAGE**

WHEREAS, The City of Redwood Falls values employees and is committed to providing a competitive employee benefits program; and

WHEREAS, the City of Redwood Falls previously established a voluntary employee Group Dental Insurance Program in 2021; and

WHEREAS, City Staff worked with the City's Insurance Broker, Jenny Van Deinse, from Gallagher Insurance Consulting to obtain Group Dental Insurance proposals for 2027. Ms. Van Deinse negotiated with the City's current insurance provider Delta Dental and Staff recommends accepting the Delta Dental Pathfinder 3 Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redwood Falls that the 2027 employee Group Dental Insurance contract with Delta Dental is approved and that the employees premium increase shall be 1.10% and the employees premium share for coverage shall be 100%.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls on this 20th day of October 2026.

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
20th day of October 2026.

Notary Public

Meeting Date: October 20, 2026

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 60 of 2026 - Vision Insurance and Employee Share of Premiums

Recommendation/Action Requested: Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If there are no concerns, the Resolution needs to be approved by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: During the 2027 benefit renewal negotiations, UnitedHealthcare (UHC) offered the City a 1% reduction in its health insurance rates if the City added UHC vision insurance to its employee benefits package. To take advantage of this incentive and enhance the City's benefits offerings, staff requested information on UHC's available vision plans.

Jenny presented three UHC vision plan options for consideration. After reviewing the proposals, staff recommend selecting the UHC Vision Plan T1077. The recommended plan would be offered as a 100% employee-paid benefit for 2027, with monthly premium rates as outlined in the proposal.

Recommendation: Staff recommend approval of UHC Vision Plan T1077 for the 2027 plan year.

See Attached 2027 United Health Care Vision Proposal

Proposed Vision Rates for City of Redwood Falls

Effective Date: 01/01/2027

Employee	\$5.45
Employee + Spouse	\$11.04
Employee + Child(ren)	\$12.49
Employee + Family	\$18.80

RESOLUTION NO. 60 OF 2027

**A RESOLUTION SETTING AND ADOPTING THE 2027 CONTRACT FOR
VOLUNTARY GROUP VISION INSURANCE AND THE EMPLOYEE'S SHARE OF
PREMIUM FOR VISION INSURANCE COVERAGE**

WHEREAS The City of Redwood Falls values employees and is committed to providing a competitive employee benefits program; and

WHEREAS the City of Redwood Falls desires to enhance the current employee benefit program by establishing a voluntary employee Group Vision Insurance Program; and

WHEREAS, During the 2027 benefit renewal negotiations, UnitedHealthcare ("UHC") offered the City a 1% reduction in its health insurance rates if the City added a UHC vision insurance plan to its employee benefits package. To take advantage of this savings opportunity while enhancing employee benefits, staff requested information on UHC's available vision plans options; and

WHEREAS, City Staff worked with the City's insurance broker, Jenny Van Deinse from Gallagher Insurance Consulting, who presented three UHC vision plan options for consideration. After reviewing the proposals, staff determined that the UHC Vision Plan T1077 provides the best overall value and coverage for employees. In addition, selecting this plan allows the City to bundle its health and vision benefits with UHC, resulting in overall package savings.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Redwood Falls that the 2027 Voluntary Group Vision Insurance contract with UHC is approved and that the employers premium share for coverage shall be 0% and the employees' premium share for coverage shall be 100%.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD FALLS, AS FOLLOWS:

1. The proposed contract is approved and shall be executed in the form submitted to the City Council and made a part of this Resolution by reference.
2. The agreement described above shall be maintained and insured as allowed by law.
3. Approval is contingent upon compliance with all the requirements of the Minnesota State Statutes.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 20th day of October 2026.

ATTEST:

Keith Muetzel
City Administrator

(City Seal)

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
20th day of October 2026.

Notary Public

Meeting Date: October 20, 2026

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 61 of 2026 & Resolution No. 62 of 2026

Recommendation/Action Requested: Read the proposed Resolutions or make a motion to waive the reading of each Resolution. Discuss each of the proposed Resolutions. If there are no concerns, adopt each of the proposed Resolution by motion separately in accordance with Chapter 4 of the City Charter.

Summary/Overview: The Council approved the FAA grant submissions for the 80x80 hangar at the regularly scheduled meeting held on March 18, 2025, via Resolution No. 18 of 2025. MnDOT Aeronautics will issue state companion grant agreements 1064586 and 1064584 through the new state and federal grant tracking program known as BlackCat. Resolutions 61 and 62 authorize the Mayor and/or City Administrator to execute the referenced MNDOT companion agreements, related Federal grant agreements, and any subsequent amendments.

Federal agreements and companion MNDOT agreements:

1. Airport Infrastructure Grant (AIG) RWF GLG 3-27-0083-026-2026; RWF 6401-64-AIG-26-26/1064586 (Phase 2) Resolution No. 61
2. Airport Improvement Program (AIP) RWF GLG 3-27-0083-025-2026; RWF 6401-65-AIP-25-26/1064584 (Phase 3) Resolution No. 62

Staff is recommending the approval of Resolutions No. 61 and 62 of 2026. The Council approved the final payment of the 80x80 Airport Hangar Project on October 6, 2026. These are the last two state companion grant agreements needed to be reimbursed for project expenditures.

The 80' x 80' hangar project utilized three sets of federal and state companion grants based on funding splits of federal fiscal years of FY25, consisting of one AIG grant with state companion (Res. 54 of 2025) and FY26 one AIG grant with state companion (Res. 61 of 2026) and one AIP grant with state companion (Res. 62 of 2026).

Attachments:

Resolution No. 61 of 2026

Airport Infrastructure Grant (AIG) RWF GLG 3-27-0083-026-2026

Resolution No. 62 of 2026

Airport Improvement Program (AIP) RWF GLG 3-27-0083-025-2026

RESOLUTION 61 OF 2026
RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

It is resolved by the **City of Redwood Falls** as follows:

- That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1064586** (“Agreement”);
- That it hereby agrees to the terms and conditions identified in the solicitation/application process as conditions for receiving an award through the Minnesota Department of Transportation; and
- That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **City of Redwood Falls**.

Adopted by the _____ on this ____ day of _____, _____.
[GRANTEE NAME]

By:

Print Name:

Title/Date:

ATTESTATION:

(different authorized signer than above)

By:

Print Name:

Title/Date:



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes
Region
Minnesota

Dakota-Minnesota Airports District Office

Bismarck Office
2301 University Drive
Building 23B
Bismarck, ND 58504

Minneapolis Office
6020 28th Avenue South
Suite 102
Minneapolis, MN 55450

August 28, 2026

Keith Muetzel, City Administrator
City of Redwood Falls
333 S. Washington St
Redwood Falls, MN 56283

Dear Mr. Muetzel:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) **Project No. 3-27-0083-026-2026** at Redwood Falls Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 11, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

FAA Contact Information. Mark Schrader, (701) 323-7384, Mark.R.Schrader@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,



E. Lindsay Terry
Manager



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

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 28, 2026

Airport/Planning Area Redwood Falls Municipal Airport

Airport Grant Number 3-27-0083-026-2026

Unique Entity Identifier NR3PLR8CJBR9

TO: City of Redwood Falls

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated August 13, 2026, for a grant of federal funds for a project at or associated with the Redwood Falls Municipal Airport, which is included as part of this Grant Agreement; and

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

Revenue Producing Hangar - Phase 2: Construct 6,400 SF

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

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 **\$137,000.**

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

\$0 for planning

\$137,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **September 11, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary 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.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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 agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of 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, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

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

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

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

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

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

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

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

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

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. 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.
 - ii. 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.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
- i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated September 16, 2015, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

25. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

26. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as

determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

27. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

28. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

29. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

30. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

31. Environmental – Mitigation Measures. The environmental approval for this project was issued on 11/7/2024. This project includes the following mitigation measures:

- The project will not impact the environment as the only ground disturbance will be trenching for electrical conduit for the lighting system, footing and foundation design for the proposed hangar, and pavement section construction for the Taxiway A2 connector relocation and Taxiway Turnaround. Construction will be consistent with local, state, and federal regulations.

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

32. Revenue Producing Project. The sponsor agrees and understands that the sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 USC § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

33. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated August 31, 2026

City of Redwood Falls

(Name of Sponsor)

Keith Muetzel

Keith Muetzel (08/31/2026 07:12:44 CDT)

(Signature of Sponsor's Authorized Official)

By: Keith Muetzel

(Typed Name of Sponsor's Authorized Official)

Title: City Administrator

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, /s/ Trenton Dammann, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at September 1, 2026

By: /s/ Trenton Dammann
/s/ Trenton Dammann (09/01/2026 09:15:57 CDT)
(Signature of Sponsor's Attorney)

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

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

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

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

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

- b. Applicability

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

- c. Duration.

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

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

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

"The (**City of Redwood Falls**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of August 13, 2026.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

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

38. Hangar Construction.

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

39. Competitive Access.

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

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

RESOLUTION 62 OF 2026
RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

It is resolved by the **City of Redwood Falls** as follows:

- That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1064584** (“Agreement”);
- That it hereby agrees to the terms and conditions identified in the solicitation/application process as conditions for receiving an award through the Minnesota Department of Transportation; and
- That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **City of Redwood Falls**.

Adopted by the _____ on this ____ day of _____, _____.
[GRANTEE NAME]

By:

Print Name:

Title/Date:

ATTESTATION:

(different authorized signer than above)

By:

Print Name:

Title/Date:



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes
Region
Minnesota

Dakota-Minnesota Airports District Office

Bismarck Office
2301 University Drive
Building 23B
Bismarck, ND 58504

Minneapolis Office
6020 28th Avenue South
Suite 102
Minneapolis, MN 55450

August 28, 2026

Keith Muetzel, City Administrator
City of Redwood Falls
333 S. Washington St
Redwood Falls, MN 56283

Dear Mr. Muetzel:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-27-0083-025-2026** at Redwood Falls Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 11, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

FAA Contact Information. Mark Schrader, (701) 323-7384, Mark.R.Schrader@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,



E. Lindsay Terry
Manager



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

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 28, 2026

Airport/Planning Area Redwood Falls Municipal Airport

Airport Grant Number 3-27-0083-025-2026

Unique Entity Identifier NR3PLR8CJBR9

TO: City of Redwood Falls

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated August 13, 2026, for a grant of federal funds for a project at or associated with the Redwood Falls Municipal Airport, which is included as part of this Grant Agreement; and

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

Revenue Producing Hangar - Phase 3: Construct 6,400 SF

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

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 **\$207,138.**

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 USC § 47108(b):

\$0 for planning

\$207,138 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **September 11, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary 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.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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

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

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

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

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

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. 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.
 - ii. 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.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
- i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).
- 23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated September 16, 2015, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 24. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.
- 25. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 26. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as

determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

27. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

28. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

29. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
30. **Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

31. Environmental – Mitigation Measures. The environmental approval for this project was issued on 11/7/2024. This project includes the following mitigation measures:

- The project will not impact the environment as the only ground disturbance will be trenching for electrical conduit for the lighting system, footing and foundation design for the proposed hangar, and pavement section construction for the Taxiway A2 connector relocation and Taxiway Turnaround. Construction will be consistent with local, state, and federal regulations.

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

32. Revenue Producing Project. The sponsor agrees and understands that the sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 USC § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

33. Usable Unit of Development. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated August 31, 2026

City of Redwood Falls

(Name of Sponsor)

Keith Muetzel

Keith Muetzel (08/31/2026 07:14:44 CDT)

(Signature of Sponsor's Authorized Official)

By: Keith Muetzel

(Typed Name of Sponsor's Authorized Official)

Title: City Administrator

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, /s/ Trenton Dammann, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at September 1, 2026

By: /s/ Trenton Dammann
/s/ Trenton Dammann (09/01/2026 09:19:00 CDT)
(Signature of Sponsor's Attorney)

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

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

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

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

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

- b. Applicability

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

- c. Duration.

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

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

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

"The (**City of Redwood Falls**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of August 13, 2026.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

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

38. Hangar Construction.

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

39. Competitive Access.

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

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Meeting Date: October 20, 2026

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 63 of 2026

Recommendation/Action Requested: Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If no concerns, adopt the proposed Resolution by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: The Council approved the FAA grant submissions for the 12/30 rehab and edge lighting, NAVAIDS, Beacon and Windcone replacement project at the regularly scheduled meeting held on October 1, 2024, via Resolution No. 64 of 2024. MnDOT Aeronautics will issue state companion grant agreement 1064639 through the new state and federal grant tracking program known as BlackCat. Resolution 63 authorizes the Mayor and/or City Administrator to execute the referenced MNDOT companion agreements, related Federal grant agreements, and any subsequent amendments.

Federal agreement and companion MNDOT agreement:

1. Airport Improvement Program (AIP) RWF GLG 3-27-0083-027-2026; RWF 6401-66-AIP-27-26/1064639 Resolution No. 63

Staff is recommending the approval of Resolution No. 63 of 2026. The 12/30 rehab and edge lighting, NAVAIDS, Beacon and Windcone replacement project utilized two sets of federal and state companion grants based on funding splits of federal fiscal years of FY25, consisting of one AIP grant with state companion (Res. No. 77 of 2025) and FY26 one AIP grant with state companion (Res. No. 63 of 2026).

Attachments: Resolution No. 63 of 2026
Airport Infrastructure Grant (AIG) RWF GLG 3-27-0083-027-2026

RESOLUTION 63 OF 2026
RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

It is resolved by the **City of Redwood Falls** as follows:

- That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1064639** (“Agreement”);
- That it hereby agrees to the terms and conditions identified in the solicitation/application process as conditions for receiving an award through the Minnesota Department of Transportation; and
- That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **City of Redwood Falls**.

Adopted by the _____ on this ____ day of _____, _____.
[GRANTEE NAME]

By:

Print Name:

Title/Date:

ATTESTATION:

(different authorized signer than above)

By:

Print Name:

Title/Date:



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes
Region
Minnesota

Dakota-Minnesota Airports District Office

Bismarck Office
2301 University Drive
Building 23B
Bismarck, ND 58504

Minneapolis Office
6020 28th Avenue South
Suite 102
Minneapolis, MN 55450

September 2, 2026

Keith Muetzel, City Administrator
City of Redwood Falls
333 S. Washington St
Redwood Falls, MN 56283

Dear Mr. Muetzel:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-27-0083-027-2026** at Redwood Falls Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 11, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

FAA Contact Information. Mark Schrader, (701) 323-7384, Mark.R.Schrader@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,



E. Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date September 2, 2026

Airport/Planning Area Redwood Falls Municipal Airport

Airport Grant Number 3-27-0083-027-2026

Unique Entity Identifier NR3PLR8CJBR9

TO: City of Redwood Falls

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated August 13, 2026, for a grant of federal funds for a project at or associated with the Redwood Falls Municipal Airport, which is included as part of this Grant Agreement; and

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

Reconstruct Runway Visual Guidance System 12/30 - 4 Box Precision Approach Path Indicators (PAPI) & Runway End Identifier Lights (REIL)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

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 **\$383,850.**

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 USC § 47108(b):

\$0 for planning

\$383,850 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.
- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

 - i. The recipient fails to comply with the terms and conditions of this agreement;
 - ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
 - iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
 - iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
 - v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
 - vi. The recipient requests that the FAA terminate the agreement under this section; or
 - vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **September 11, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary 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.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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 agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of 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, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

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

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

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

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

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

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

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

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

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

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. 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.
 - ii. 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.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
- i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated September 16, 2015, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 29. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
 - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 30. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;

- ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Environmental – Mitigation Measures. The environmental approval for this project was issued on 11/27/2024. This project includes the following mitigation measures:

- The project will not impact the environment as the only ground disturbance will be trenching for electrical conduit for the lighting system, footing and foundation design for the proposed hangar, and pavement section construction for the Taxiway A2 connector relocation and Taxiway Turnaround. Construction will be consistent with local, state, and federal regulations.

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

33. Airport - Owned Visual or Electronic Navigation Aids in Project. The sponsor agrees that it will:

- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 USC § 44502(e);
- b. Prior to commissioning, assure the equipment meets the FAA's standards; and
- c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated September 2, 2026

City of Redwood Falls

(Name of Sponsor)

Keith Muetzel

Keith Muetzel (09/02/2026 16:11:29 CDT)

(Signature of Sponsor's Authorized Official)

By: Keith Muetzel

(Typed Name of Sponsor's Authorized Official)

Title: City Administrator

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, /s/ Trenton Dammann, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at September 2, 2026

By: /s/ Trenton Dammann
/s/ Trenton Dammann (09/02/2026 16:34:47 CDT)
(Signature of Sponsor's Attorney)

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

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

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

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

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

- b. Applicability

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

- c. Duration.

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

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

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

"The (**City of Redwood Falls**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of August 13, 2026.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

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

38. Hangar Construction.

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

39. Competitive Access.

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

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Meeting Date: October 20, 2026

Agenda Recommendation

Agenda Item: Approve Contract with Axon for Purchase of Draft One

Recommendation/Action Requested: Staff Recommends approval of contract

Summary/Overview:

Redwood Falls Police Department (RFPD) has been a long standing customer with Axon Enterprises for several years for equipment such as body worn cameras, Tasers, and squad car fleet cameras. For approximately the last nine months Axon provided RFPD staff access to one of their newest products called Draft One.

Draft One is an artificial intelligence powered program that utilizes the audio captured from body worn cameras to create a first draft of an officer's report. By creating this first draft RFPD patrol officers reported back reports that would have taken an hour to type could be completed in 10-15 minutes. Investigators reported back reports that would have taken an entire shift to write were being completed in 1-2 hours.

Axon advised if RFPD added Draft One to the consolidated contract we entered into with their company in March of this year the cost for Draft One would be \$5908.40 in 2027 with slight increases in the subsequent remaining years of the contract. RFPD administration believes this cost will be offset in savings through unused overtime. A request for four Draft One licenses was included in the 2027 budget and was approved.

Staff recommends adding Draft One to the consolidated contract with Axon.

Attachments:

Axon Draft One Quote



Q-842364-46169JB

Issued: 05/27/2026



Quote Expiration: 06/30/2026

Estimated Contract Start Date: 06/01/2026

Account Number: 107278

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Redwood Falls Police Department - MN 303 E 3rd St Redwood Falls, MN 56283-1611 USA	Redwood Falls Police Department - MN PO Box 526 Redwood Falls MN 56283-0526 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jonah Brownell Phone: Email: jbrownell@axon.com Fax:	Steve Schroeder Phone: 507 637 4005 Email: sschroeder@ci.redwood-falls.mn.us Fax: (860) 378-1605

Quote Summary

Program Length	119 Months
TOTAL COST	\$74,789.88
ESTIMATED TOTAL W/ TAX	\$74,789.88

Discount Summary

Average Savings Per Year	\$1,310.08
TOTAL SAVINGS	\$12,991.66

Payment Summary

Date	Subtotal	Tax	Total
Jun 2026	\$74.78	\$0.00	\$74.78
Jan 2027	\$5,908.40	\$0.00	\$5,908.40
Jan 2028	\$7,105.04	\$0.00	\$7,105.04
Jan 2029	\$7,105.04	\$0.00	\$7,105.04
Jan 2030	\$7,292.01	\$0.00	\$7,292.01
Jan 2031	\$7,292.01	\$0.00	\$7,292.01
Jan 2032	\$7,852.94	\$0.00	\$7,852.94
Jan 2033	\$7,852.94	\$0.00	\$7,852.94
Jan 2034	\$7,852.94	\$0.00	\$7,852.94
Jan 2035	\$8,226.89	\$0.00	\$8,226.89
Jan 2036	\$8,226.89	\$0.00	\$8,226.89
Total	\$74,789.88	\$0.00	\$74,789.88

Quote Unbundled Price:	\$87,781.54
Quote List Price:	\$87,781.54
Quote Subtotal:	\$74,789.88

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	119		\$78.61	\$66.98	\$31,880.44	\$0.00	\$31,880.44
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	119		\$30.23	\$25.76	\$42,909.44	\$0.00	\$42,909.44
Total							\$74,789.88	\$0.00	\$74,789.88

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	06/01/2026	04/30/2036
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	06/01/2026	04/30/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	303 E 3rd St	Redwood Falls	MN	56283-1611	USA

Payment Details

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001BiA1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$31.88	\$0.00	\$31.88
aDXRI000001BiA1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$42.90	\$0.00	\$42.90
Total				\$74.78	\$0.00	\$74.78

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjB	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$2,518.55	\$0.00	\$2,518.55
aDXRI000001GdjB	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$3,389.85	\$0.00	\$3,389.85
Total				\$5,908.40	\$0.00	\$5,908.40

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjC	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$3,028.64	\$0.00	\$3,028.64
aDXRI000001GdjC	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$4,076.40	\$0.00	\$4,076.40
Total				\$7,105.04	\$0.00	\$7,105.04

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjD	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$3,028.64	\$0.00	\$3,028.64
aDXRI000001GdjD	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$4,076.40	\$0.00	\$4,076.40
Total				\$7,105.04	\$0.00	\$7,105.04

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjE	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$3,108.34	\$0.00	\$3,108.34
aDXRI000001GdjE	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$4,183.67	\$0.00	\$4,183.67
Total				\$7,292.01	\$0.00	\$7,292.01

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjF	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$3,108.34	\$0.00	\$3,108.34
aDXRI000001GdjF	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$4,183.67	\$0.00	\$4,183.67
Total				\$7,292.01	\$0.00	\$7,292.01

Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjG	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$3,347.45	\$0.00	\$3,347.45

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjG	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$4,505.49	\$0.00	\$4,505.49
Total				\$7,852.94	\$0.00	\$7,852.94

Jan 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjH	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$3,347.45	\$0.00	\$3,347.45
aDXRI000001GdjH	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$4,505.49	\$0.00	\$4,505.49
Total				\$7,852.94	\$0.00	\$7,852.94

Jan 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjI	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$3,347.45	\$0.00	\$3,347.45
aDXRI000001GdjI	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$4,505.49	\$0.00	\$4,505.49
Total				\$7,852.94	\$0.00	\$7,852.94

Jan 2035						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjJ	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$3,506.85	\$0.00	\$3,506.85
aDXRI000001GdjJ	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$4,720.04	\$0.00	\$4,720.04
Total				\$8,226.89	\$0.00	\$8,226.89

Jan 2036						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI000001GdjK	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	4	\$3,506.85	\$0.00	\$3,506.85
aDXRI000001GdjK	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	14	\$4,720.04	\$0.00	\$4,720.04
Total				\$8,226.89	\$0.00	\$8,226.89

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

5/27/2026

AGENDA RECOMMENDATION

Meeting Date: October 20, 2026

Agenda Item: Approve proposed Federal Grants and Awards Policy

Recommendation/Action Requested: Staff recommends approval of the proposed Federal Grants and Awards Policy.

Summary/Overview: During the 2025 audit, the City's auditors recommended adopting a standalone Federal Grants and Awards Policy. While the City has been following federal grant requirements including 2 CFR Part 200 (Uniform Guidance) through its existing purchasing policies and procedures, the auditors recommended a formal policy that more specifically documents the City's federal grant administration procedures and internal controls.

The proposed policy formalizes existing practices and procedures and expands on them by incorporating more specific language and procedures contained in the Uniform Guidance. It addresses areas including internal controls, procurement, allowable costs, cash management, reporting, record retention, equipment management, and other federal grant compliance requirements.

The policy is intended to ensure continued compliance with federal regulations, provide clear guidance to City departments and staff administering federal grants, and strengthen the City's documentation of grant-related procedures.

Staff recommends approval of the Federal Grants and Award Policy.

Attachments: Federal Grants and Awards Policy

Federal Grants and Awards Policy

City of Redwood Falls, Minnesota

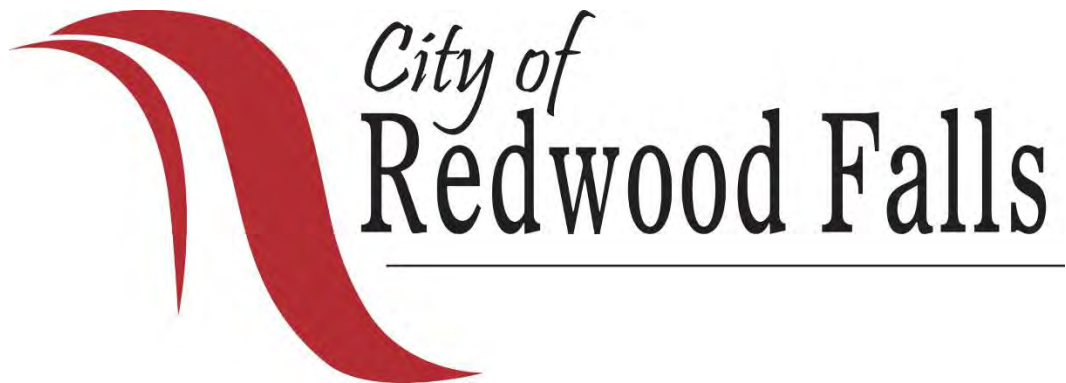


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INTRODUCTION

The City of Redwood Falls has a responsibility to develop, implement and maintain federal grant procedures and to form a grant policy. This policy documents federal grant procedures and establishes City policy intended to comply with applicable audit standards, 2 CFR Part 200 Uniform Guidance, the current OMB Compliance supplement, and the specific terms and conditions of each Federal Award.

The intent of this policy is to ensure compliance with Federal award administration requirements, including internal controls, procurement standards, cost principles, cash management, equipment and property management, subrecipient monitoring, reporting, and other applicable compliance requirements.

These procedures will be decentralized, which means each department will oversee and document the requirements and fulfillment thereof for federal grant requirements. It is therefore the responsibility of each department obtaining a grant to care for and be familiar with all grant documents and requirements. This guidance could and should also be used for more sizable and complex state grants. As a standard practice, the City will address federal grant standards as part of the bidding process where applicable.

Under federal guidelines, the City must have a Single Audit whenever federal expenditures equal or exceed the applicable federal audit threshold in effect for that fiscal year. For fiscal years beginning on or after October 1, 2024, the threshold is \$1,000,000. The City must evaluate federal expenditures based on the amounts expended, which may differ from cash received.

Please note that in many cases this money is passed through the state. Money that comes from a state department doesn't always mean it is a state grant. A review of grant documentation must be completed in each case to determine whether it is a state or federal grant. When there is uncertainty, a definitive answer may be obtained from the state grant representative.

GENERAL GRANT GUIDANCE

1. Identify projects or purchases that fit federal grant criteria.
2. The responsible department will contact the appropriate state or federal department to start the process and inquire about the requirements of the grant.
3. Create a file to maintain proper documentation during this process. Label everything well within the file so there is no difficulty finding the documents needed during an audit.
4. The responsible department will create a Council Agenda Memo for City Council to request the approval of the application and to receive this new grant.
 - a. This Council Agenda Memo should contain ALL important information concerning this grant INCLUDING any additional requirements that the grant may have such as:
 - i. continuing reporting for years to come,
 - ii. inability to sell an asset after used for certain amount of time,
 - iii. required future upkeep of an asset at local entities expense,
 - iv. or other important information as deemed appropriate.
5. The responsible department needs to document all requirements and then follow the grant procedures whenever applicable. These requirements may need to be fulfilled before the grant can actually be submitted. Some requirements may be (please note that some of these may not be able to be documented or completed until after grant award):
 - a. Improvement plan
 - b. Is this improvement plan in a 5-year capital plan
 - c. Plans and specifications
 - d. Bidding requirements
 - e. Data requirements (i.e. invoice and receipt retention, reports, schedules, etc.)
 - f. May need to hire a consulting firm
 - g. Scope of project
 - h. Cost estimates
 - i. Projected timelines
 - j. What project reports will be required
 - k. Document what steps will be needed for grant closeout
6. Once all required documents have been obtained, the grant application may be submitted.
7. All necessary grant documents and requirements must be obtained once the grant is approved.
8. Follow the project through to completion.
9. On a timely basis, file all grant reports as required per the grant. Ensure all requirements are well documented.

INTERNAL CONTROLS

Uniform guidance requires the City to establish and maintain effective internal control over Federal awards that provides reasonable assurance that awards are managed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. Internal controls must include reasonable cybersecurity and other measures to safeguard sensitive information, including personally identifiable information (PII).

Following the “General Grant Guidance” section and the City’s internal control policies will fulfill these requirements.

Uniform Guidance requires that there are reasonable procedures in place to protect personally identifiable information (PII), other sensitive information, and information designated as sensitive by the Federal agency or pass-through entity when applicable.

1. The City of Redwood Falls has approved the City of Redwood Falls Data Practices Policy that outlines different types of data and what must be followed regarding dissemination of data. This policy may not be all encompassing; however, between the City of Redwood Falls Data Practices Policy and implementation of other grant rules and procedures, the controls are in place to protect PII.
2. Another item to consider is storage of this data. PII must be kept in a locking file cabinet or computer system that is only accessible to people authorized to have that access.
3. Follow other normal operating procedures related to purchase requisitions, contracting and bidding, and submission of claims.

Employees working with Federal awards will be informed of applicable whistleblower rights and protections when required by the award or 2 CFR Part 200.

The City will document which version of the Uniform Guidance applies to each Federal award and will follow the award terms when requirements differ between pre-2024 Uniform Guidance and the 2024 Uniform Guidance revisions.

FINANCIAL MANAGEMENT AND ACCOUNT RECORDS

According to Uniform Guidance Section 200, all records must be sufficient to permit the preparation of reports required by the terms and conditions. These records must also be sufficient to establish that funds have been used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

1. The following information must be included in the grant record and is required according to regulations. Grant records must identify all federal awards by:
 - a. Assistance Listing Title and Number
 - i. This is a five-digit number in the following format: ##.###,
 - ii. The first two numbers denote the administering federal department, and the last three numbers denote the grant number within the federal department,
 - iii. If the Assistance Listing Number is not in the grant document, this number must be requested from the state or federal grant representative.
 - b. Federal Award Identification Number (FAIN)
 - c. Date / Year the federal award was issued
 - d. Period of performance
 - e. Name of federal awarding agency
 - f. Name of pass-through entity (if applicable)
2. Major Federal Grants
 - a. Each department must provide the Finance Department with the information in #1 above when asking for major federal grants to be recorded to the general ledger system.
 - b. Major federal grants will be defined as grants that require multiple transactions for the receipt of the federal grant and multiple expenditure items. They are also further defined as a grant greater than \$100,000.
3. Minor Federal Grants
 - a. Each department must provide the Finance Department with the information in #1 above when asking for a minor federal grant to be recorded to the general ledger system.
 - b. Minor federal grants will be defined as grants with very few transactions needing to be entered such as one receipt and one expenditure. They are also further defined as a grant that is less than \$100,000.
4. City procedures related to expenditures must be followed whenever applicable.
5. Each responsible department must know the requirements of the grant they are receiving and ensure that the allowability of costs are well documented, including allowability of costs in accordance with Uniform Guidance Subpart E-Cost Principles, if applicable to the grant.
6. To receive advance payments, the responsible departments must minimize the time between the receipt of grant funds and the disbursement of those funds in accordance with Uniform Guidance Section 200.305 whenever applicable.
7. Payments to subrecipients are:
 - a. Not required to be maintained in separate depository accounts for federal awards.

- b. Required to be accounted for by receipt, obligation and expenditure of federal awards. Documentation must be kept and detailed descriptions used when recording expenditures.

CONFLICT OF INTEREST

All potential conflicts of interest must be disclosed in writing to the federal awarding agency or pass-through entity.

The City defines “conflict of interest” consistent with the definition of the Uniform Guidance:

A *conflict of interest* includes when an employee, officer, agent, or board member, any member of their immediate family, their partner or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.

City officials must make themselves aware of other interests that employees may have or own. For example, are they involved in a side business or is a spouse involved in a business.

1. Officials must be aware of their own business interests.
2. Officials must keep note of other businesses employees may be involved with.
3. Officials should state to their employees and ask questions whether they are involved with other businesses.
4. All employees should read and understand the Code of Conduct in the City of Redwood Falls Employee Handbook.

Federal award recipients must disclose, in a timely manner, all violations of federal criminal law in writing that involve fraud, bribery or gratuities that affect a federal award. This information must be reported in writing to the federal agency, the agency’s Office of Inspector General, or pass-through entity. If the recipient fails to do so they may forfeit a portion or all of the federal award.

ACTIVITIES ALLOWED/UN-ALLOWED AND ALLOWABLE COSTS/COST PRINCIPALS

The requirements for activities allowed or un-allowed are contained in program legislation, federal awarding agency regulations, and the terms and conditions of the award. The requirements for allowable costs/cost principles are contained in 2 CFR 200 Uniform Guidance Subpart E-Cost Principles, program legislation, federal awarding agency regulations, and the terms and conditions of the award.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. All grant expenditures will follow Uniform Guidance Subpart E-Cost Principles, state law, City policy, and the provisions of the grant award agreement, which will also be considered in determining allowability. Grant funds will only be used for expenditures that are considered reasonable and necessary for the administration of the program.

The following are factors affecting the allowability of costs (Uniform Guidance Section 200.403), except where otherwise authorized by statute, costs must meet the following criteria to be allowable under federal awards:

- a. Be necessary and reasonable for the performance of the federal award and be allocable thereto under these principles.
- b. Conform to any limitations or exclusions set forth in these principles or in the federal award as to types or amount of cost items.
- c. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the recipient or subrecipient.
- d. Be accorded consistent treatment. For example, a cost must not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost.
- e. Be determined in accordance with Generally Accepted Accounting Principles (GAAP) except, for state and local governments and Indian Tribes only, as otherwise provided for in this part.
- f. Not be included as a cost or used to meet cost sharing requirement of any other federally-financed program in either the current or a prior period.
- g. Be adequately documented.
- h. Administrative closeout costs may be incurred until the due date of the final report(s). If incurred, these costs must be liquidated prior to the due date of the final report(s) and charged to the final budget period of the award unless otherwise specified by the Federal agency. All other costs must be incurred during the approved budget period. At its discretion, the Federal agency is authorized to waive prior written approvals to carry forward unobligated balances to subsequent budget periods.

If the federal award terms and conditions does not state whether a particular cost is allowable or unallowable, an itemized list of common costs is included in Uniform Guidance Sections 200.421 through 200.476.

2. Grant expenditures will be approved by department heads initially through the purchasing process and again when the bill or invoice is received. This will be evidenced by approval via the department head's signature on the invoice. Accounts payable disbursements will not be processed for payment by the Finance Department until necessary approval has been obtained.
3. Payroll costs will be documented in accordance with Uniform Guidance Subpart E-Cost Principles. An indirect cost rate will only be charged to the grant to the extent that it was specifically approved through the grant budget/agreement.

CASH MANAGEMENT

The requirements for cash management are contained in Uniform Guidance Sections 200.302 and 200.305, program legislation, federal awarding agency regulations, and the terms and conditions of the award.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Substantially all the City's grants are awarded on a reimbursement basis. As such, program costs will be expended and disbursed prior to requesting reimbursement from the grantor agency.
2. Cash draws will be initiated by the finance department who will determine the appropriate draw amount. Documentation of how this amount was determined will be retained, signed and dated.
3. The physical draw of cash will be processed through Minnesota's State-Wide Integrated Financial Tool (SWIFT) payment tool or through the means prescribed in the grant agreement.
4. Supporting documentation from SWIFT or a copy of the cash draw paperwork will be filed along with the approved paperwork described above and retained for audit purposes.
5. When cash is received in advance or drawn, the City will work to minimize the time between the receipt of grant funds and the disbursement of those funds by the City in accordance with Uniform Guidance Section 200.305 whenever applicable.
6. In the event the City receives advance funding of a grant, those funds are considered restricted until they are spent and the grant requirements have been fulfilled. Advance grant funds may not be used to finance any expenses other than those allowable under the grant.

ELIGIBILITY

The requirements for eligibility are contained in program legislation, federal awarding agency regulations, and the terms and conditions of the award.

Federal grants will only benefit those individuals and/or groups of participants that are deemed to be eligible.

TRAVEL

The City's travel policy is in compliance with Uniform Guidance Section 200.475.

The City's travel policy must be followed. The travel policies are within the City's personnel policy.. The Finance Department provides updates on any milage and meal per diems that have changed.

If costs for a conference are being charged to a grant the supporting documentation of attendance must be retained by the participant and/or department.

PERSONAL COMPENSATION DOCUMENTATION

Compensation for personal services must follow Uniform Guidance Section 200.430.

Records that accurately reflect the work performed must be maintained for salaries and wages that are charged to federal awards.

1. Employees will follow current personnel policies.
2. Management must communicate with employees how to record their time on timesheets to designate that the work is for a federal grant or possible federal grant.
3. Timesheets must be recorded in the City's Time and Attendance software for backup documentation to the federal grant (commonly used for FEMA grants).
4. Documentation must be maintained for all employees whose salaries are paid in full or in part by a federal award and used to meet cost sharing or matching requirements on federal awards whenever applicable.

EQUIPMENT AND REAL PROPERTY MANAGEMENT

The requirements for equipment are contained in Uniform Guidance Sections 200.310 through 200.316, program legislation, federal awarding agency regulations, and the terms and conditions of the award.

The following policies and procedures must be applied to the extent that they do not conflict with or contradict any existing policies:

1. All equipment will be used in the program for which it was acquired or, when appropriate and allowable, other federal programs.
2. When required, purchases of equipment will be pre-approved by the grantor or pass-through agency. The responsible department will be responsible for ensuring that equipment purchases have been previously approved, if required, and will retain evidence of this approval.
3. Safeguard: Equipment records will be maintained, and an appropriate system must be used to safeguard equipment.
 - a. A physical inventory of the property will be conducted periodically, and the results will be reconciled with the capital asset listing. A control system will be developed to ensure adequate safeguards to prevent loss, damage, or theft of property. Any loss, damage, or theft will be investigated.
 - b. Maintenance procedures are in place to keep the equipment in good condition.
4. Records: Equipment purchased will be identified and kept in a capital asset listing. An equipment listing must be maintained that includes the following.
 - a. Asset number and description of the equipment
 - b. Depreciation method & years of expected life
 - c. Acquisition date
 - d. Cost of equipment, source of funding including FAIN, and percentage of Federal participation in the cost.
 - e. Equipment classification (land, building, equipment, etc.)
 - f. Make, Model, & Serial number or other identification number
 - g. Vendor and invoice number to purchase equipment
 - h. Disposition data including date and sale price of the equipment
5. Disposal: When equipment is no longer needed for a federal program, it may be retained or sold. The federal agency may have a right to a proportionate amount of the current fair market value. Proper sales procedures must be used that provide for competition to the extent practicable and result in the highest possible return.
 - a. The City will keep, sell, transfer, or otherwise dispose of federally funded equipment only in accordance with Federal award terms, 2 CFR 200.313, and any written disposition instructions from the Federal agency or pass-through entity.
 - b. A record of the date, reason and method of disposal or sale will be maintained with the equipment inventory.

MATCHING, LEVEL OF EFFORT, AND EARMARKING

The requirements for matching are contained in Uniform Guidance Section 200.306, program legislation, federal awarding agency regulations, and the terms and conditions of the award. The requirements for level of effort and earmarking are contained in program legislation, federal awarding agency regulations, and the terms and conditions of the award.

The City defines “matching”, “level of effort”, and “earmarking” consistent with the definitions of the Uniform Guidance Compliance Supplement:

Matching or cost sharing includes requirements to provide contributions (usually non-federal) of a specified amount or percentage to match federal awards. Matching may be in the form of allowable costs incurred or in-kind contributions (including third party in-kind contributions).

Level of effort includes requirements for (a) a specified level of service to be provided from period to period, (b) a specified level of expenditures from non-federal or federal sources for specified activities to be maintained from period to period, and (c) federal funds to supplement and not supplant non-federal funding of services.

Earmarking includes requirements that specify the minimum and/or maximum amount or percentage of the program’s funding that must/may be used for specified activities, including funds provided to sub-recipients. Earmarking may also be specified in relation to the types of participants covered.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Compliance with matching, level of effort and earmarking requirements will be the responsibility of the Finance Director or Accountant.
2. Adequate documentation will be maintained to support compliance with matching, level of effort, and earmarking requirements. Such information will be made available to City administration, auditors, and pass-through or grantor agencies, as requested.
3. Maintenance of effort for grants through the State of Minnesota will be determined at the state level.

PERIOD OF PERFORMANCE

The requirements for period of performance of federal funds are contained in 2 CFR 200.1 (definitions for “budget period,” “financial obligations,” and “period of performance”), in Uniform Guidance Sections 200.308, 200.309, and 200.344, program legislation, federal awarding agency regulations, and the terms and conditions of the award.

The City defines period of performance consistent with the definitions of the Uniform Guidance:

Period of performance means the time interval between the start and end date of a federal award, which may include one or more budget periods.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Costs will be charged to an award only if the obligation was incurred during the funding period, unless pre-approved by the federal awarding agency or pass-through grantor agency.
2. All obligations will be liquidated no later than 120 days after the end of the funding period or as specified by program legislation.
3. Compliance with period of performance requirements will initially be assigned to the responsible department approving the allowability of the expense/payment. This will be subject to review and approval by the Finance Department as part of the payment processing.

PROCUREMENT, SUSPENSION, AND DEBARMENT

The requirements for procurement are contained in 2 CFR 200.317 through 200.327, Uniform Guidance Part 200, program legislation, federal awarding agency regulations and the terms and conditions of the award. The requirements for suspension and debarment are contained in Uniform Guidance Part 180 (which implements Executive Orders 12549 and 12689), debarment and suspension; program legislation; federal awarding agency regulations; and the terms and conditions of the award.

1. The City must have written procurement procedures that comply with federal, state, and local laws and regulations.
 - a. State guidelines must be followed when bidding or contracting.
 - b. City policy and procedures must be followed in relation to purchasing, bidding and contracting, purchase orders, and accounts payable. When implementing these procedures, full and open competition consistent with Uniform Guidance must be used.
 - c. Purchasing from small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus firms when applicable. These considerations mean:
 - i. These business types are included on solicitation lists;
 - ii. These business types are solicited whenever they are deemed eligible as potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these business types;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by these business types;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in these five items above.
2. Contract only with responsible contractors that can meet the requirements and terms and conditions of the grant. Some items to consider are:
 - a. Contractor integrity
 - b. Compliance with public policy
 - c. Record of past performance
 - d. Financial and technical resources
3. Conflicts of interest for procurement:
 - a. The City's Employee Handbook must be followed.
 - b. Avoid purchasing unnecessary or duplicative items under the grant contract.
 - c. Maintain sufficient detailed records to provide an audit trail for the procurement.
4. Identify the procurement method: Under federal guidelines there are different sizes of purchases and requirements that they each follow.

- a. Micro purchases are purchases not to exceed the applicable micro-purchase threshold. The federal micro purchase threshold may be adjusted periodically. The City will follow the most restrictive applicable threshold established by Federal requirements, Minnesota law, City policy, and award terms. The standard Federal micro-purchase threshold is currently \$15,000.
 - i. Follow the City's purchasing procedures.
 - ii. Distribute as equitably as possible among qualified suppliers.
 - iii. City policy remains more restrictive. For purchases over \$5,000, more than one quote should be obtained. If obtaining more than one quote is not practicable, the department must document the reason for not being able to obtain two quotes.
- b. Small purchases / simplified acquisition procedures are relatively simple and informal procurement methods for securing services and supplies that are above the City's micro-purchase threshold and below the applicable formal procurement threshold. The City will follow the most restrictive applicable threshold among Federal requirements, Minnesota law, City policy, and the award terms.
 - i. Follow City guidelines and Minnesota statutory requirements for purchasing, contracting, and bidding. For Minnesota cities, competitive quotes are generally required when the estimated contract amount exceeds \$25,000 but does not exceed \$175,000, unless an exception applies. Federal requirements may impose additional documentation and competition requirements.
 - ii. Ensure grant compliance with the federal or state agency representative.
- c. Sealed bid procurements with formal advertising are required for items exceeding \$175,000.
 - i. Follow City procedures for contracting and bidding which are the same as state statute.
 - ii. Ensure grant compliance with the federal or state agency representative.
- d. Competitive proposals or noncompetitive procurement may only be used when permitted by 2 CFR 200.320, Minnesota law, City policy, and the award terms. The department must document the basis for the procurement method used.
 - i. Follow City guidelines in relation to contracting and bidding (> \$175,000) which are the same as MN State statute.
 - ii. Stay in contact with the federal or state agency you are coordinating this grant with to ensure compliance.
 - iii. Cost or price analysis must be performed and documented when required by 2 CFR 200.324, including for procurement transactions in excess of the applicable simplified acquisition threshold and for contract modifications when required. The City must make independent estimates before receiving bids or proposals when required.
 - 1. Method used and level of analysis depends on facts surrounding the procurement action;
 - iv. Recipient must make independent estimates before receiving bids or proposals.

- e. Non-competitive proposals or bids may only be used when:
 - i. Item or service is available from only one source;
 - ii. Public emergency exists;
 - iii. Awarding agency or pass-through entity expressly authorizes non-competitive proposals in response to a written request from the City;
 - iv. Competition is inadequate after a solicitation is issued.
- f. **RECIPIENT MUST ENSURE THAT AWARDED CONTRACTS ARE NOT AWARDED TO A CONTRACTOR THAT IS DEBARRED OR SUSPENDED.**
 - i. Verify suspension and debarment status in SAM.gov or through another method permitted by 2 CFR 180 and the award terms.
- 5. To the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 6. Comply with section 6002 of the Solid Waste Disposal Act by procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. To the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

PROGRAM INCOME

The requirements for program income are found in Uniform Guidance Section 200.307, program legislation, federal awarding agency regulations, and the terms and conditions of the award.

To ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Program income will include but will not be limited to: income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under a grant agreement, and payments of principal and interest on loans made with grant funds. It will not include interest on grant funds unless otherwise provided in the federal awarding agency regulations or terms and conditions of the award.
2. The City will allow program income to be used in one of three methods:
 - a. Deducted from outlays
 - b. Added to the project budget
 - c. Used to meet matching requirements

In the absence of specific guidance in the federal awarding agency regulations or the terms and conditions of the award, program income shall be deducted from program outlays.

3. Program income, when applicable, will be accounted for as a revenue source in the same project code as the federal grant.

REPORTING PROGRAM PERFORMANCE

Uniform Guidance Section 200.329 requires federal agencies to include performance goals or measures in awards and recipients are to report against those goals or measures.

Responsible departments must read and understand the grant document related to performance reporting requirements.

1. Performance reporting requires the following:
 - a. Recipients are to relate financial data to performance accomplishments,
 - b. Oversight and monitoring must cover each program or activity,
 - c. Performance report timeframes will be defined by awarding agency or pass-through entity.
2. Expectations of performance reports (non-construction):
 - a. Comparison of actual accomplishments of each federal award for the established reporting period by submitting:
 - i. Quantifiable data (cost/units) when available,
 - ii. Trend data or data analysis,
 - iii. Other defined measures.
 - b. Explanations on why established goals were not met:
 - i. Analysis/reason why goals were not met,
 - ii. Explanation of any cost overruns,
 - iii. Identification of or if goals will be met.
3. Expectations of performance reports (construction):
 - a. On-site technical inspection reports,
 - b. Certified percentage of completion data,
 - c. Additional reports as required by federal agency, and/or state agency if grant is issued by state,
 - d. Data and information that identifies:
 - i. Significant developments between scheduled reporting dates (for example: delays, problems, and adverse conditions),
 - ii. Identify any action taken, contemplated, or assistance needed,
 - iii. Identify favorable conditions.
4. Policy and procedure considerations:
 - a. Responsible departments should consider having procedures that describe when to start collecting data for the report, who shall review the report, who shall sign the report, and when the report will be submitted.
 - b. Build a timeline for submission and know the reportable measures for the reporting period to eliminate constant revisions.
 - c. For special data collection, procedures may need to reflect unique steps to take to collect and analyze data for reporting purposes - may require interim procedures to satisfy current reporting.

SUBRECIPIENT MONITORING

The requirements for subrecipient monitoring are found in Uniform Guidance Sections 200.331 through 200.333. The City will ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and, if any of these data elements change, include the changes in subsequent subaward modification. Required information includes:

1. Federal Award Identification.
 - a. Subrecipient name (which must match the name associated with its unique entity identifier);
 - b. Subrecipient's unique entity identifier;
 - c. Federal Award Identification Number (FAIN);
 - d. Federal Award Date to the recipient by the federal agency; as defined by applicable 2 CFR Part 200 terminology.
 - e. Subaward Period of Performance start and end date;
 - f. Amount of federal funds obligated with this action by the pass-through entity to the subrecipient;
 - g. Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current obligation;
 - h. Total amount of the federal award committed to the subrecipient by the pass-through entity;
 - i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - j. Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity;
 - k. Assistance Listing Number and Name; the pass-through entity must identify the dollar amount made available under each federal award and the Assistance Listing Number at time of disbursement;
 - l. Identification of whether the award is research and development; and
 - m. Indirect cost rate for the federal award, including whether the de minimis rate is used under 2 CFR 200.414 and whether the award is subject to the pre-2024 Uniform Guidance or 2024 Uniform Guidance revisions

The City will perform a written risk assessment of each subrecipient, evaluating their risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in Uniform Guidance Section 200.332.

The City will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

The City will verify that every subrecipient is audited as required by Uniform Guidance Part 200 Subpart F – Audit Requirements when it is expected that the subrecipient's federal awards expended during the respective fiscal year equal or exceeded the applicable audit threshold.

SPECIAL TESTS AND PROVISIONS

The Finance Director or Accountant is responsible for identifying financial-related compliance requirements for special tests and provisions. Program-related compliance requirements will be the responsibility of the department administering the grant, with documentation retained for audit purposes.

RECORD-KEEPING AND REPORTING

The responsible department must provide the Finance Department with all grant-related documentation including applications, grant agreements, contracts, correspondence, draw down requests, status reports and any other documents relating to grants. The finance department will maintain the official grant records and supporting documentation within the City's ERP system.

Grant documentation must be maintained and retained in accordance with 2 CFR 200.334, the City's General Records Retention Schedule, and the granting agency requirements.

Examples of documents associated with a particular action include:

1. Travel examples: airline tickets, authorized travel requests, hotel receipts, conference registration, mileage records, etc.
2. Procurement examples: requests to buy or purchase, quotes from suppliers, written agreement/contract to purchase or an order, receipt of goods or completion of services, invoice, etc.
3. Personnel compensation examples: timesheets, calendars with worked hours, approved or authorized schedules, etc.
4. Performance report examples: activities completed, associated costs, log of attendees/those served, publications or written material, etc.
5. Financial reports examples: receipts, invoices, payroll schedules, etc.

The City will comply with all reporting requirements for each grant.

All federal award records shall be retained for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, records must be retained for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records.

The requirements for the transfer and access to records are contained in 2 CFR 200.335 through 200.338, the Minnesota Government Data Practices Act (MGDPA), the City's Guidelines and Procedures for the MGDPA, and federal awarding agency regulations

REPORT CERTIFICATION

An authorizing official must sign a certification regarding the filing of documents.

When the grant is approved by the governing body, the official that will be signing the grant documentation approved for all the grant documents going forward must sign this certification:

Certification: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

FINANCIAL REPORTING

Financial reports must use an OMB approved government wide data collection instrument that is available from the OMB-designated standards lead.

Frequency of reporting will be identified in the grant documents.

If more guidance is needed, the federal agency or pass-through entity must be contacted.