CITY OF SPRINGFIELD
CITY COUNCIL AGENDA
AUGUST 12, 2026 – 5PM
SPRINGFIELD AREA COMMUNITY CENTER

Join Microsoft Teams

Join the mhttps://teams.microsoft.com/l/meetup-join/19%3ameeting_OGJjNThmMDktNzJlNi00NjliLWFhMDgtMzU1NmJkNTQxZTFm%40thread.v2/0?context=%7b%22Tid%22%3a%2206b97af8-30f1-491c-991d-bc7557e41e90%22%2c%22Oid%22%3a%223aa317f7-dae8-4c97-b73a-c4393ec9ec7d%22%7deeting now

Meeting ID: 251 890 833 008 7
Passcode: vG7NP6ey

Citizen's Forum Policy

- **Request to Speak**: Written request must be submitted to the City Clerk **at least 24 hours** in advance of scheduled meeting and must contain **full name, address, topic of discussion.**

Meeting Participation Guidelines:

- **Respectful Feedback**: Disruptive or disrespectful behavior will not be tolerated.
- **No Action on New Request**: Any new requests will **not be acted upon** during the same meeting it was presented.
- **Single Spokesperson:** If a group of individuals or several members of an organization wish to speak on the same topic, the Clerk will request that they select **one spokesperson** to represent their collective view.
- **TIME LIMIT:** Individuals will be allocated **2 minutes,** and a spokesperson will be allocated **4 minutes**.

1. Call to Order/Pledge of Allegiance/Roll Call/Adopt Agenda

~~2. Public Hearing~~

3. Citizens' Forum

4. Consent Agenda

   a. Minutes
      i. City Council – July 15, 2026
      ii. EDA – June 9, 2026

        iii. Community Facilities – May 12, 2026
        iv. PUC – June 23, 2026
    b. Reports
        i. Council Report
        ii. Gambling Report – March 2026 through June 2026
    c. Financial
        i. Auditing Claims & Investment Worksheet
    ~~d. Licenses & Permits~~
    ~~e. Communications~~
    f. Miscellaneous/Other
        i. Resolution 26-081201 Declaring Surplus Property

5. Old Business

a. Motion to Approve Ordinance Amending Springfield City Code, Chapter 2: Animals
b. Motion to Approve Resolution 26-081202 Authorizing Summary Publication of Chapter 2
c. Motion to Authorize City Manager to sign FAA Grant Agreements for Airport Lighting Project.

6. New Business

a. Motion to Accept State Grant Funds for Storm Water Pollution Plan (SWPP) Update - $8050
b. Motion to Approve Task Order for Mead & Hunt for SWPP Update - $11,701.25
c. Motion to Approve Resolution 26-081203 Ordering the Preparation of Report on Improvement Central Street Project
d. Community Center Liquor Catering Proposals
    i. Rock Street Tavern
        1. Liquor Catering Contract
    ii. City of Springfield
e. 1st Reading Ordinance Repealing Chapter 4, 10, and 13 of Springfield City Code
f. Motion to Approve Auditor Recommendation to Consider CVB a Component Unit on Future Financial Reporting.
g. Motion to Approve Airport Land Lease Renewal – Richard Groebner

7. Mayor/City Council/Staff Reports

8. Adjournment

CITY OF SPRINGFIELD
CITY COUNCIL MINUTES
JULY 15, 2026 – 5PM

1. Call to Order/Pledge of Allegiance/Roll Call/Adopt Agenda

The July 15, 2026 City Council was called to order at 5:00 pm by Council President Josh Anderson. Council Members present include Shelley Frantz, Jeanette Pidde, Nick Klisch and Josh Anderson. Others present include City Manager Amber Dale, City Attorney Paul Muske, City Clerk Justtina Erickson, Nick Breu (Brown County Highway Department), Chief of Police John Nicholson, Police Investigator Michael Colvin.
The Pledge of Allegiance was recited. Motion by Shelley Frantz, second by Jeanette Pidde to adopt agenda. Yes 4, No 0, Abstained 0, Passed.

~~2. Public Hearing~~

3. Citizens' Forum

4. Consent Agenda

Motion by Jeanette Pidde, second by Shelley Frantz to approve the Consent Agenda. Yes 4, No 0, Abstained 0, Passed.

a. Minutes
   i. City Council – June 17, 2026
   ~~ii. EDA~~
   ~~iii. Community Facilities~~
   iv. PUC – May 26, 2026
   v. Library – May 13, 2026
   vi. Zoning – June 8, 2026
b. Reports
   i. Council Report
c. Financial
   i. Auditing Claims & Investment Worksheet – Total Audit Claims $318,520.72
   ii. 26-071501 Certifying Unpaid Ambulance Accounts to Collections
   iii. 26-071502 Authorizing Transfer from Community Center (Fund 278) to Fund 407 in Accordance with the Capital Projects Grant from the Minnesota Department of Education
   iv. Recreation Complex Expenses January – June and Transfer of $14,681.77 to Rec. Comp.

5. Old Business

a. Motion to Approve Resolution 26-071503 Conflict of Interest Policy

Motion by Josh Anderson, second by Shelley Frantz to Approve Resolution 26-071503 Conflict of Interest Policy. Yes 4, No 0, Abstained 0, Passed.

b. **Hazardous Buildings**
    i. **Motion to Approve Res 26-071507 Ordering Repair of 508 N Cass**
    Motion by Nick Klisch, second by Shelley Frantz to Approve Resolution 26-71507 Ordering Repair of 508 N Cass. Yes 4, No 0, Abstained 0, Passed.
    ii. **Motion to Approve Res 26-071506 Ordering Demolition of 512 N Cass**
    City Attorney clarified demolition only includes the house, not the garage. Motion by Josh Anderson, second by Shelley Frantz to Approve Resolution 26-071506 Ordering Demolition of 512 N Cass. Yes 4, No 0, Abstained 0, Passed.

c. **Motion to Approve Ordinance 461 Regulating Feeding Wildlife within City of Springfield**
Motion by Jeanette Pidde, second by Shelley Frantz to Approve Ordinance 461 Regulating Feeding Wildlife within City of Springfield. Yes 4, No 0, Abstained 0, Passed.

6. New Business

a. **Motion to Approve Contract Listing Industrial Park Lots with Reiner Real Estate**
Dale explained the EDA's recommendation to list the Industrial Park lots with Reiner Real Estate to increase market exposure. She noted that any sale of a lot would be contingent upon execution of a development agreement.
Motion Nick Klisch, second by Jeanette Pidde to Approve Contract Listing Industrial Park Lots with Reiner Real Estate. Yes 4, No 0, Abstained 0, Passed.

b. **1st Reading City Code Chapter 2 – Animals**
Dale explained the updates for City Code Chapter 2 included eliminating dog/cat licensing, still requiring vaccinations, and updates to posting lost animals. This will come back next month for a vote.

c. **Motion to Approve Resolution 26-071504 Transfer to 408 Fund FEMA Storm Shelter**
Dale informed Council that after FEMAs final reimbursement, the City owes $258,524.84 for the storm shelter project. Dale recommended using funds from the 411 fund to cover this instead of the Medical Center fund that had previously been allocated.
Motion by Nick Klisch, second by Shelley Frantz to Approve Resolution 26-071504 Transfer to 408 Fund FEMA Storm Shelter. Yes 4, No 0, Abstained 0, Passed.

d. **Motion To Approve Resolution 26-071505 Computer Use Policy**
Dale explained the policy is a requirement of the League of Minnesota Cities Insurance to provide cyber security insurance, and policy is consistent with current practices.

Motion by Jeanette Pidde, second by Shelley Frantz to Approve Resolution 26-071505 Computer Use Policy. Yes 4, No 0, Abstained 0, Passed.

e. Motion to Approve Variance at 507 Burns Ave

Erickson explained the variance application and proposed project at 507 Burns Ave including demo of a portion of the county shop and rebuilding within a similar footprint. Nick Breu from Brown County Highway Department was available to answer Council's questions.

Motion by Nick Klisch, second by Jeanette Pidde to Approve Variance at 507 Burns Ave. Yes 4, No 0, Abstained 0, Passed.

f. Community Center Liquor License

Dale informed Council the Springfield Golf Course has given notice to terminate their liquor contract with the Community Center as of October 1st. Dale explained that through special legislation, the Community Center can obtain a liquor license. Recommendations included issuing an RFP for outside vendors to manage the liquor catering and prepare a proposal for the City to manage liquor service itself.

Motion by Nick Klisch, second by Jeanette Pidde to proceed with Request for Proposals for Managing the Liquor License at Community Center. Yes 4, No 0, Abstained 0, Passed.

7. Mayor/City Council/Staff Reports

Dale informed Council that the railroad crossings at Burns and Washington will be closed temporarily for repairs.

Anderson updated Council on correspondence from DNR Commissioner about the log jam in river and encouraged everyone to vote in the upcoming Primary Election August 11, 2026.

8. Adjournment

Motion by Shelley Frantz, second by Jeanette Pidde to adjourn meeting at 5:41 pm. Yes 4, No 0, Abstained 0, Passed.

Springfield Economic Development Authority Minutes
June 9, 2026
9:00 a.m.

Call Meeting to Order
Chair Pieschel called the meeting to order at 9:00 a.m. Present were Ramsey Beyer, John Ryan, Nick Klisch, Mike Rothmeier, and Paul Pieschel. Amanda Frank was present via zoom and non-voting. Also present were Amber Dale, Paul Muske, Amy Vogel, and Heidi Wersal. Absent: Josh Anderson

Consent Agenda
Motion by Klisch, second by Rothmeier, to approve the Consent Agenda. Motion carried. Yes 5, No 0.

Other Business

a. **217 Central Street Soil Testing Quotes**
Motion by Ryan, seconded by Klisch, to accept the bid from Chosen Valley Testing for $2,700 to complete the test pit scope of work. The EDA will also retain Randy Baier to provide excavator services necessary for completion of the test pits. Motion carried unanimously. Vote: Yes 5; No 0.

b. **Modular Home Estimate**
The EDA reviewed the plans and the quote from Factory Home Center in Redwood Falls, MN. Motion by Ryan, second by Klisch, to direct City Manager to draft a new bid specification with a new timeline to complete the build by 12-31-27 by the July EDA meeting. Motion carried unanimously. Vote: Yes 5; No 0.

c. **Down Payment Assistance Program**
Motion by Klisch, seconded by Beyer, to increase the Down Payment Assistance Program maximum benefit for qualified builders constructing a new home from $20,000 to $40,000, utilizing funds from the Housing Trust Fund Grant. Motion carried unanimously. Vote: Yes 5; No 0.

d. **Commercial Revitalization Program**
The Board reviewed a proposed Commercial Revitalization Grant Program for properties located within the C-1 Downtown Commercial District and the C-2 Highway Commercial District. Motion by Ryan, second by Rothmeier, to approve

the Commercial Revitalization Grant Program, providing grants of up to $2,500 with an equal matching contribution required from the applicant. The program was funded with a maximum allocation of $25,000. Motion carried unanimously. Vote: Yes 5; No 0. Motion by Klisch, second by Ryan to amend the program to allow industrial zoned areas as eligible applicants. Motion carried unanimously. Vote: Yes 5; No 0.

e. Recommendation to Council on Industrial Park

Motion by Beyer, second by Rothmeier, to recommend that the City Council authorize the listing of two Industrial Park properties with Reiner Real Estate at a sale price of $10,000 per acre. The EDA recommends that the sale of the properties require the development of the site within two years of purchase. Motion carried unanimously. Vote: Yes 5; No 0.

f. Adjournment

Motion by Rothmeier, second by Beyer, to adjourn the meeting at 9:55 a.m. Motion carried unanimously. Vote: Yes 5; No 0

May 12, 2026, Community Center Minutes

Present were Lynn Hansen, Paul Muske, Shelley Frantz, Sara Rogotzke, Linda Weber, Amy Baier, Janelle Tews, Heidi Wersal, and Kari Sholtz.

Absent were Brady Berg and Nick Klisch.

Muske called the meeting to order.

M/S/P to accept the meeting agenda.
M/S/P to accept the April Board Minutes as printed.
M/S/P to accept the Financial Reports as printed. (During review of the financial report, Linda asked that we please use some of our funds to purchase a new flag, as ours is getting worn.)

Franchise Fees – It was noted that we are budgeting less than in previous years. This is thought to be due to the number of streaming services now available.

Golf Course Financials – First report of the year was received and reviewed. The Golf Course is currently making a profit for the year. We have not heard anything further about renegotiating the liquor contract. The board was advised that the Golf Course knows that Rock Street is interested in taking over the liquor contract, should the Golf Course choose to part ways with us.

The Calendar of Events was reviewed. There was another new wedding booked, and there are a large number of graduations being booked.

Correspondence - None received.

<u>Committee Reports</u>
•**Campground** — The campground is opening May 13, 2026. All of the seasonals are booked for this year. It was reported that the grass on the new sites 42-50 is not growing as expected. It was discussed that it would be best not to have campers there while the grass was struggling. There are currently no bookings until Memorial Day weekend. It was decided that we would give the campers the choice of still camping (but it would potentially be quite muddy), or they would have the option to cancel their reservation.
•**Pool** — Opening Date: The pool is opening on May 29, 2026. There are currently only three Water Safety Instructors. There is also a school trip coming up, which is making scheduling swimming lessons difficult.
•**Community Gardens/Gardens** — Planting is underway by Jeff and Lynette Carlson. We received our plants from the FFA. There were quite a bit of weeds in the patio area, but we did get them sprayed.
•**Programming** — Nothing new to report.
•**Parks and Trails** — Nothing new to report.

Old Business:
Springfield Golf Course Update — Nothing new to report. Refer to notes in "Financials" section.

Department of Education Grant Application — The funds have not been received yet. We did receive written permission that we could start making purchases, but we are holding off on many of the projects until we receive the final signed contract with MDE.

New Business:
Outdoor Water Fountain — We did not have an opportunity to review the history of the fountain, but a discussion was held regarding proceeding with having it put on the agenda for the City Council to declare it as surplus property and be sold by the City. M/S/P to proceed with having the fountain declared as surplus property and offered for sale by sealed bids.

Doors/Windows Update — Staining of the windows and doors was tested, and the test project did not produce satisfactory results. Clements Lumber was contacted for a bid on new doors in lieu of staining or painting the current ones. We also contacted Jeremy Zihlke and Nick Groebner for bids on installation. The City Council will ultimately have to approve the project. Further discussion was held regarding having all the doors replaced, and painting all the windows. Concern was brought up for discussion regarding painted windows showing dust and wear. M/S/P to move forward with two bids to present to City Council to have the doors replaced and paint the windows.

Hallway Mockups — M/S/P to have the walls around the new wood detail painted gray.

AV System Update — Midwest IT has been to the Community Center and started installation. There have been a few issues with the installation and getting past our internet security. They did try to bill us another $1,700 for installation, but Heidi was able to negotiate with them and only pay an additional $700. They should be back in the next couple of days to finish and do training.

M/S/P to adjourn at 4:43. The next meeting will be Tuesday, June 9, 2026, at 4:00 p.m.

PUBLIC UTILITIES COMMISSION
June 23, 2026
8:30 AM

The June 23, 2026, PUC meeting was called to order by Chair Tim Gramentz at 8:30 AM. Those present include Tim Gramentz, Barry Reindl, Kim Shoen, Mark Brown, Jim Miesen, Superintendent Scott Johnson, and City Clerk Justtina Erickson.

Motion by Reindl, second by Miesen to approve May 26, 2026, PUC meeting minutes. All ayes.

Delinquent accounts were reviewed. Motion by Miesen, second by Brown to send account 04-03086-11 for $1,317.44 and account 04-03071-01 for $260.91 to collections. All ayes.

Investments were reviewed and no action taken.

Next meeting is Tuesday, July 28, 2026 at 8:30 AM.

Johnson informed Commission that stack testing will be taking place this summer. Due to the testing, there will be future fuel purchase.

Johnson reported the City Council approved the closing of Lincoln St., between O'Connell Ave and Marshall Ave, August 10-14th for Salonek's to hold an auction of their construction equipment.

Erickson explained the AMI project is moving along. Will be received training so and working on billing files to be able to start exchanging meters.

No update on the 2027 Central St project.

Johnson informed Commission the pipe is in the ground for the electrical upgrade behind 6-20 E Central St. and 3 N Cass Ave. The project is currently waiting on a switch and then can convert the electric. Upgrades are also occurring on Hoyt and Paffrath.

Johnson recommended reserving rooms for the MMUA Conference in St. Cloud August 17-19, 2026 and asked if Commission members would be interested in going. Motion by Miesen, second by Shoen to book three rooms for the MMUA conference. All ayes.

Motion by Miesen, second by Reindl to approve payment of the audited claims totaling $424,525.37. All ayes.

Motion by Shoen, second by Brown to adjourn the meeting at 8:45 pm.

Tim Gramentz, Chair	Justtina Erickson, City Clerk

Council Report – August 12, 2026

Major Grants/Project Status Updates:

Wildridge Outlot A Land Transfer – Waiting on Final Plat from Bolton & Menk.

Airport Electrical (FAA 2025): Neo Electric set electrical building, still needs connected.

Airport Lighting (FAA 2026): Award letters in this meeting packet.

DNR Tree Grant: DNR Grants open to residents, Grant application and quote from ISA/TCIA certified arborists to City Hall. First round of tree removals began in June.

Dept Ed. Community Center/Library Updates: $169k of additional grant dollars awarded, $500k total. Waiting for Dept of Ed to sign and return grant agreement.

Housing Trust Fund Grant: Project 1- Down Payment Assistance available – $40,000 max. forgivable loan for new construction home purchases by owners making less than 115% of the State Median Income ($134k in 2025). Project 2 - supplemental money for Tier II cities grant project below.

Tier II Cities Grant: Researching more affordable options for housing project. Final grant agreements put on pause until project details are decided.

PD Facility Upgrades: Office exterior sign remaining. Roofing project completed by Laraway roofing. Chris Rothmeier drawing up plans for discussion on evidence room upgrade and office/interview room remodeling.

Federal Carbon Reduction Program Grant (EV Pickups) – Working through grant paperwork with County as sponsor. Expect to purchase sometime after October. Federal IIJA funding needs to be renewed to make sure we can move forward with project.

ADA Compliance Elections Grant: Must be completed by Oct. 31, 2026. Signage ordered, concrete repairs and curbing changes have not started.

Burns Ave & Washington Ave Railroad Crossings: Crossing planks installed by railroad, city responsible for removing and repairing pavement, project complete.

Log Jam: Regional Director called 7/7/2026 and is looking into grants that may help cover cost of removal.

508 and 512 Cass: Notice served on July 17th starts clock for demo/repairs.

<u>Council Report – August 12, 2026</u>

<u>Department Reports:</u>

Administration/City Hall:
Website updated to new provider – Justtina still working through updating some pictures/pages/ADA compliance. Grant administration and tracking. PUC automated metering infrastructure upgrade, most meters swapped over last few weeks. Working on 2027 budget – department head meetings held end of July, working on other funds and . BUDGET WORKSHOP SEPTEMBER 2nd AT 5PM.

Public Works:
Continued campground and park maintenance, sprinkler system maintenance and repairs, working on campground permitting, Adam working on tree grant application approvals. Painting street cross walks parking stalls. Rotary donated and completed project at North End Park including woodchips, table, benches, tree removal and replanting. Garden street was graveled; Wilson will be done this fall. Purchased materials to replace split rail fencing in Riverside Park. Completed PD office remodel. Ash trees cut down around Browns and East end parks, new woodchips at east end park.

Police:
Part-time position posted. $55/hr part time pay in place during officer leave. Explorer squad ordered.

Ambulance:
Paula out on leave, other volunteers covering duties.

Library:
Library received a grant to purchase copies of *The Anxious Generation* and hold a reading program between the library and two schools.

Community Center/Campground:
Working to obtain bids and place orders for Dept of Ed grant. New campsites will not open until the permitting process through the county and state is completed and grass is established. New doors installed at community center.

EDA:
Marketing Appel St and Park Ave lots, searching for other grant opportunities. Three roof or structural repair loan/grants completed, 1 more waiting for construction, funding for 1 more loan/grant available. Four daycare loan/grants completed, received additional funding from Pieschel Foundation to offer 5th grant/loan. DSI, Inc. preparing application to DEED Small Cities Assistance Grant. Heidi working with CVB on replacing trail system signs, and marketing videos for City of Springfield. Commercial Revitalization Program matches 50% up to $2,500 towards storefront, signage, or other highly visible improvements outlined in the program details in the C-1, C-2, or Industrial zoning districts. Four applications approved, 2 more going to EDA meeting on 8/11.

<u>Council Report – August 12, 2026</u>

Airport:

FFY 2026 AIP and AIG Grant application including replacing the runway edge lights, conduit, cabling, as well as the REIL units at the end of the runway was submitted to FAA in April. 2025 Project in progress. Next project is preapplication for septic system and terminal bathrooms.

Fire Dept:

FEMA grant for turnout gear and truck opened on May 19th, Grant writer submitted grant June 8th. Fire Department received Compeer Financial Grant for purchase of one infrared camera.

Medical Center:

Working through CIP plan with Allina and capital updates needed. Currently experiencing fire panel issues – Jim getting quotes for new downsized panel. Other items of discussion include parking lots, roof, HVAC system controls, etc. Issues with HVAC (chiller) and Jim coordinating repairs. Working on short term lease of one small area with new mental health provider.

Pool:

Still having issues with cuts from the pool bottom. Horizon Pools will be addressing rough spots in the Spring as their diver has been out twice with issues continuing.

MINNESOTA - REVENUE

G1

Lawful Gambling Monthly Tax Return

Print or Type

Organization name	Federal ID number (FEIN)	Minnesota tax ID number	License number
American Legion Post 257	41-853505	9179998	00106

~~Springfield~~
Address ☐ Check if organization changed

5 North O'Connell Avenue

Email address

Month/year reported: 3/2026

City	State	Zip code	Number of Sites
Springfield	MN	56087	4

Number of pull-tab (paper and electronic), tipboard, sports themed tipboard and paddleticket games reported on schedule B2's for the month : 9

Check all that apply: ☐ Amended return ☐ Filing under extension (see Instructions) ☐ No gaming activity this month ☐ Final Return (see Instructions)

This return includes (check all that apply): ☐ Schedule B2 ☐ Schedule NRL ☐ Schedule ER ☐ Form G7430 (February only)

Gross Profit

			A Gross receipts	B Prizes paid	C Net receipts
1	Non-linked bingo	1	2477.00	1861.00	616.00
2	Raffles (if tax-exempt raffles were conducted,complete Schedule ER)	2	0.00	0.00	0.00
3	Paddle tickets ... 0 games	3	0.00	0.00	0.00
4	Add lines 1 through 3	4	2477.00	1861.00	616.00
5	Interest and other income (including advertising or sponsorship income; see instructions)	5	0.00		0.00
6	Electronic linked bingo	6	189.50	161.07	28.43
7	Tipboard ... 0 games	7	0.00	0.00	0.00
8	Paper pull-tabs ... 9 games	8	25936.00	21120.00	4816.00
9	Electronic pull-tabs ... 0 games	9	177238.75	149595.90	27642.85
10	Sports-themed tipboards ... 0 games	10	0.00	0.00	0.00
11	Add lines 4 through 10. Line 11C is your gross profits for the month	11	205841.25	172737.97	33103.28

Tax and Fees

12	Net receipts tax (multiply line 4C by 8.5% [0.085]. If negative, enter zero)	12	52.36
13	Combined net receipts tax (from Worksheet E, line 11)	13	10883.24
14	Total tax before credits (add lines 12 and 13)	14	10935.60
15	Net receipts tax credit used (from Schedule NRL, column E)	15	0.00
16	Exempt raffle tax credit (from Schedule ER, line 4)	16	0.00
17	Total nonrefundable credit (add lines 15 and 16)	17	0.00
18	Subtract line 17 from line 14. If negative, enter zero	18	10935.60
19	Combined net receipts tax credit (from Worksheet E, line 11; if negative)	19	0.00
20	Monthly regulatory fee (multiply line 11a by 0.125% (.00125)	20	257.30
21	TOTAL TAX DUE OR REFUND (add lines 18, 19 and 20)	21	11192.90

Expenditures /Expenses	22 Lawful purpose expenditures (from LG100C) less MN DOR gaming taxes paid	22	9514.64
	23 Total lawful purpose expenditures (add lines 21 and 22)	23	20707.54
	24 Allowable expenses (total of all Schedule A's)	24	9257.49

Start Bank	25 a Starting cash banks per books (total of all Schedule A's)	25 a	18100.00		
	b Unreimbursed starting cash banks (total of all Schedule A's)	25 b	1434.00		
	End-of-month cash balance in starting banks (subtract line 24b from 24a)			25	16666.00

Organization Net Profit Less Combined Receipt Tax and Regulatory Fees Paid in the Month 16777.79

Sign Here

I declare that all information on this summary and tax return is true, correct and complete.

Chief executive officer (print)	Chief executive officer signature	Date	Daytime Phone
Gambling manager Josh Berg	Gambling manager signature	Date	Daytime Phone (507) 318-8821
Preparer (print) Name of firm	Preparer signature	Date	Daytime Phone

Mail Form G1, schedules and any required attachments to:
Minnesota Revenue, Mail Station 3350, St. Paul, MN 55146-3350

MINNESOTA - REVENUE

Lawful Gambling Monthly Tax Return

G1

Print or Type

Organization name	Federal ID number (FEIN)	Minnesota tax ID number	License number
American Legion Post 257 ~~Springfield~~	41-853505	9179998	00106

Address ☐ Check if organization changed	Email address	Month/year reported
5 North O'Connell Avenue		4/2026

City	State	Zip code	Number of Sites
Springfield	MN	56087	4

Number of pull-tab (paper and electronic), tipboard, sports themed tipboard and paddleticket games reported on schedule B2's for the month : 14

Check all that apply: ☐ Amended return ☐ Filing under extension (see Instructions) ☐ No gaming activity this month ☐ Final Return (see Instructions)

This return includes (check all that apply): ☐ Schedule B2 ☐ Schedule NRL ☐ Schedule ER ☐ Form G7430 (February only)

Gross Profit

			A Gross receipts	B Prizes paid	C Net receipts
1	Non-linked bingo	1	0.00	0.00	0.00
2	Raffles (if tax-exempt raffles were conducted,complete Schedule ER)	2	0.00	0.00	0.00
3	Paddle tickets 0 games	3	0.00	0.00	0.00
4	Add lines 1 through 3	4	0.00	0.00	0.00
5	Interest and other income (including advertising or sponsorship income; see instructions)	5	0.00		0.00
6	Electronic linked bingo	6	1288.80	1095.48	193.32
7	Tipboard 0 games	7	0.00	0.00	0.00
8	Paper pull-tabs 14 games	8	46036.00	38245.00	7791.00
9	Electronic pull-tabs 0 games	9	173408.75	151406.45	22002.30
10	Sports-themed tipboards 0 games	10	0.00	0.00	0.00
11	Add lines 4 through 10. Line 11C is your gross profits for the month	11	220733.55	190746.93	29986.62

Tax and Fees

12	Net receipts tax (multiply line 4C by 8.5% [0.085]. If negative, enter zero)	12	0.00
13	Combined net receipts tax (from Worksheet E, line 11)	13	10045.52
14	Total tax before credits (add lines 12 and 13)	14	10045.52
15	Net receipts tax credit used (from Schedule NRL, column E)	15	0.00
16	Exempt raffle tax credit (from Schedule ER, line 4)	16	0.00
17	Total nonrefundable credit (add lines 15 and 16)	17	0.00
18	Subtract line 17 from line 14. If negative, enter zero	18	10045.52
19	Combined net receipts tax credit (from Worksheet E, line 11; if negative)	19	0.00
20	Monthly regulatory fee (multiply line 11a by 0.125% (.00125)	20	275.92
21	TOTAL TAX DUE OR REFUND (add lines 18, 19 and 20)	21	10321.44

Expenditures /Expenses	22	Lawful purpose expenditures (from LG100C) less MN DOR gaming taxes paid			22	5180.21
	23	Total lawful purpose expenditures (add lines 21 and 22)			23	15501.65
	24	Allowable expenses (total of all Schedule A's)			24	12991.60
Start Bank	25 a	Starting cash banks per books (total of all Schedule A's)	25 a	18100.00		
	b	Unreimbursed starting cash banks (total of all Schedule A's)	25 b	0.00		
		End-of-month cash balance in starting banks (subtract line 24b from 24a)			25	18100.00

Organization Net Profit Less Combined Receipt Tax and Regulatory Fees Paid in the Month 5803.02

Sign Here

I declare that all information on this summary and tax return is true, correct and complete.

Chief executive officer (print)	Chief executive officer signature	Date	Daytime Phone
Gambling manager Josh Berg	**Gambling manager signature**	**Date**	**Daytime Phone** (507) 318-8821
Preparer (print) **Name of firm**	**Preparer signature**	**Date**	**Daytime Phone**

Mail Form G1, schedules and any required attachments to:
Minnesota Revenue, Mail Station 3350, St. Paul, MN 55146-3350

MINNESOTA - REVENUE

G1

Lawful Gambling Monthly Tax Return

Print or Type

Organization name	Federal ID number (FEIN)	Minnesota tax ID number	License number
American Legion Post 257 Springfield	41-853505	9179998	00106

Address ☐ Check if organization changed	Email address	Month/year reported
5 North O'Connell Avenue		5/2026

City	State	Zip code	Number of Sites
Springfield	MN	56087	4

Number of pull-tab (paper and electronic), tipboard, sports themed tipboard and paddleticket games reported on schedule B2's for the month : 12

Check all that apply: ☐ Amended return ☐ Filing under extension (see Instructions) ☐ No gaming activity this month ☐ Final Return (see Instructions)

This return includes (check all that apply): ☐ Schedule B2 ☐ Schedule NRL ☐ Schedule ER ☐ Form G7430 (February only)

Gross Profit

			A Gross receipts	B Prizes paid	C Net receipts
1	Non-linked bingo	1	0.00	0.00	0.00
2	Raffles (if tax-exempt raffles were conducted,complete Schedule ER)	2	0.00	0.00	0.00
3	Paddle tickets 0 games	3	0.00	0.00	0.00
4	Add lines 1 through 3	4	0.00	0.00	0.00
5	Interest and other income (including advertising or sponsorship income; see instructions)	5	0.00		0.00
6	Electronic linked bingo	6	668.00	506.30	161.70
7	Tipboard 0 games	7	0.00	0.00	0.00
8	Paper pull-tabs 12 games	8	37374.00	31126.00	6248.00
9	Electronic pull-tabs 0 games	9	199901.50	169264.00	30637.50
10	Sports-themed tipboards 0 games	10	0.00	0.00	0.00
11	Add lines 4 through 10. Line 11C is your gross profits for the month	11	237943.50	200896.30	37047.20

Tax and Fees

12	Net receipts tax (multiply line 4C by 8.5% [0.085]. If negative, enter zero)	12	0.00
13	Combined net receipts tax (from Worksheet E, line 11)	13	12410.81
14	Total tax before credits (add lines 12 and 13)	14	12410.81
15	Net receipts tax credit used (from Schedule NRL, column E)	15	0.00
16	Exempt raffle tax credit (from Schedule ER, line 4)	16	0.00
17	Total nonrefundable credit (add lines 15 and 16)	17	0.00
18	Subtract line 17 from line 14. If negative, enter zero	18	12410.81
19	Combined net receipts tax credit (from Worksheet E, line 11; if negative)	19	0.00
20	Monthly regulatory fee (multiply line 11a by 0.125% (.00125)	20	297.43
21	TOTAL TAX DUE OR REFUND (add lines 18, 19 and 20)	21	12708.24

Expenditures /Expenses	22 Lawful purpose expenditures (from LG100C) less MN DOR gaming taxes paid		22	10986.40
	23 Total lawful purpose expenditures (add lines 21 and 22)		23	23694.64
	24 Allowable expenses (total of all Schedule A's)		24	12268.17
Start Bank	25 a Starting cash banks per books (total of all Schedule A's) 25 a	19100.00		
	b Unreimbursed starting cash banks (total of all Schedule A's) 25 b	0.00		
	End-of-month cash balance in starting banks (subtract line 24b from 24a)		25	19100.00

Organization Net Profit Less Combined Receipt Tax and Regulatory Fees Paid in the Month 14457.03

Sign Here

I declare that all information on this summary and tax return is true, correct and complete.

Chief executive officer (print)	Chief executive officer signature	Date	Daytime Phone
Gambling manager Josh Berg	Gambling manager signature	Date	Daytime Phone (507) 318-8821
Preparer (print) Name of firm	Preparer signature	Date	Daytime Phone

Mail Form G1, schedules and any required attachments to:
Minnesota Revenue, Mail Station 3350, St. Paul, MN 55146-3350

MINNESOTA - REVENUE

Lawful Gambling Monthly Tax Return

G1

Print or Type

Organization name	Federal ID number (FEIN)	Minnesota tax ID number	License number
American Legion Post 257	41-853505	9179998	00106

~~Springfield~~
Address ☐ Check if organization changed — 5 North O'Connell Avenue

Email address:

Month/year reported: 6/2026

City	State	Zip code	Number of Sites
Springfield	MN	56087	4

Number of pull-tab (paper and electronic), tipboard, sports themed tipboard and paddleticket games reported on schedule B2's for the month : 22

Check all that apply: ☐ Amended return ☐ Filing under extension (see Instructions) ☐ No gaming activity this month ☐ Final Return (see Instructions)

This return includes (check all that apply): ☐ Schedule B2 ☐ Schedule NRL ☐ Schedule ER ☐ Form G7430 (February only)

Gross Profit

				A Gross receipts	B Prizes paid	C Net receipts
1	Non-linked bingo		1	0.00	0.00	0.00
2	Raffles (if tax-exempt raffles were conducted,complete Schedule ER)		2	0.00	0.00	0.00
3	Paddle tickets	0 games	3	0.00	0.00	0.00
4	Add lines 1 through 3		4	0.00	0.00	0.00
5	Interest and other income (including advertising or sponsorship income; see instructions)		5	0.00		0.00
6	Electronic linked bingo		6	997.50	735.67	261.83
7	Tipboard	0 games	7	0.00	0.00	0.00
8	Paper pull-tabs	22 games	8	50282.00	41708.00	8574.00
9	Electronic pull-tabs	0 games	9	183836.50	151086.20	32750.30
10	Sports-themed tipboards	0 games	10	0.00	0.00	0.00
11	Add lines 4 through 10. Line 11C is your gross profits for the month		11	235116.00	193529.87	41586.13

Tax and Fees

12	Net receipts tax (multiply line 4C by 8.5% [0.085]. If negative, enter zero)	12	0.00
13	Combined net receipts tax (from Worksheet E, line 11)	13	13931.35
14	Total tax before credits (add lines 12 and 13)	14	13931.35
15	Net receipts tax credit used (from Schedule NRL, column E)	15	0.00
16	Exempt raffle tax credit (from Schedule ER, line 4)	16	0.00
17	Total nonrefundable credit (add lines 15 and 16)	17	0.00
18	Subtract line 17 from line 14. If negative, enter zero	18	13931.35
19	Combined net receipts tax credit (from Worksheet E, line 11; if negative)	19	0.00
20	Monthly regulatory fee (multiply line 11a by 0.125% (.00125)	20	293.90
21	TOTAL TAX DUE OR REFUND (add lines 18, 19 and 20)	21	14225.25

Expenditures /Expenses

22	Lawful purpose expenditures (from LG100C) less MN DOR gaming taxes paid	22	3363.20
23	Total lawful purpose expenditures (add lines 21 and 22)	23	17588.45
24	Allowable expenses (total of all Schedule A's)	24	15367.42

Start Bank

25	a	Starting cash banks per books (total of all Schedule A's)	25 a	20100.00	
	b	Unreimbursed starting cash banks (total of all Schedule A's)	25 b	0.00	
		End-of-month cash balance in starting banks (subtract line 24b from 24a)	25		20100.00

Organization Net Profit Less Combined Receipt Tax and Regulatory Fees Paid in the Month 13510.71

Sign Here

I declare that all information on this summary and tax return is true, correct and complete.

Chief executive officer (print)	Chief executive officer signature	Date	Daytime Phone
Gambling manager Josh Berg	Gambling manager signature	Date	Daytime Phone (507) 318-8821
Preparer (print) Name of firm	Preparer signature	Date	Daytime Phone

Mail Form G1, schedules and any required attachments to:
Minnesota Revenue, Mail Station 3350, St. Paul, MN 55146-3350

POOLED CASH REPORT-FUND 999

AS OF: AUGUST 31ST, 2026

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-10006	GENERAL CLAIM ON POOL INVEST	1,700,241.83	(110,837.61)	1,589,404.22
210-10006	LIBRARY CLAIM ON POOL INVEST	834,414.88	(1,753.32)	832,661.56
228-10006	REC COMPL-CLAIM ON POOL INVEST	98,513.80	(2,076.27)	96,437.53
240-10006	SM CTY 4-CLAIM ON POOL INVEST	8,996.41	0.00	8,996.41
242-10006	SM CTY 4-CLAIM ON POOL INVEST	71,177.93	0.00	71,177.93
250-10006	EDA CLAIM ON POOL INVEST	585,159.33	(8,269.11)	576,890.22
250-100061	EDA USDA-CLAIM ON POOL INVEST	223,126.99	0.00	223,126.99
250-100062	EDA MIF - CLAIM ON POOL INVEST	32,117.80	0.00	32,117.80
251-10006	MED CTR - CLAIM ON POOL INVEST	991,290.93	10,087.44	1,001,378.37
278-10006	COM CTR - CLAIM ON POOL INVEST	(11,542.48)	(6,017.04)	(17,559.52)
278-100061	CC SCHNEI-CLAIM ON POOL INVEST	5,010.30	0.00	5,010.30
278-100063	CC FLEISC-CLAIM ON POOL INVEST	102,711.78	0.00	102,711.78
278-100064	CC ROIGER CLAIM ON POOL INVEST	224,415.60	0.00	224,415.60
320-10006	DS CREAM -CLAIM ON POOL INVEST	27,891.06	0.00	27,891.06
322-10006	DS 2021B CLAIM ON POOL INVEST	16,894.79	0.00	16,894.79
323-10006	DS 2018 - CLAIM ON POOL INVEST	305,816.24	0.00	305,816.24
324-10006	DS 2021B ST-CLAIM POOL INVEST	412,705.06	0.00	412,705.06
327-10006	DS 2010A ST CLAIM POOL INVEST	73,665.68	0.00	73,665.68
378-10006	TIF 1-4 CLAIM ON POOL INVEST	864.51	0.00	864.51
407-10006	MP COM FAC GRANT CLAIM ON POOL	(10,750.00)	0.00	(10,750.00)
411-10006	CAP EQUIP CLAIM POOL INVEST	333,381.77	(12,082.13)	321,299.64
608-10006	AMBULANCE CLAIM ON POOL INVEST	(178,024.00)	12,774.60	(165,249.40)
608-100061	AMB DONATION CLAIM POOL INVEST	31,040.72	0.00	31,040.72
651-10006	STORM WATER CLAIM POOL INVEST	397,098.12	0.00	397,098.12
805-10006	HOUSING TRST CLAIM POOL INVEST	311,311.07	0.00	311,311.07
TOTAL CLAIM ON CASH		6,587,530.12	(118,173.44)	6,469,356.68
CASH IN BANK - POOLED CASH				
999-10001	CHECKING - F&M BANK - CITY	126,418.40	(58,173.44)	68,244.96
999-10008	INVESTMENTS - F&M MM	1,086,073.26	(60,000.00)	1,026,073.26
999-10011	INVESTMENTS - CD'S	2,193,468.72	0.00	2,193,468.72
999-10012	INVESTMENTS - SPFCU	1,758.15	0.00	1,758.15
999-10014	INVESTMENTS - MORETON CM	25.88	0.00	25.88
999-10015	INVESTMENTS - 4M FUND MM	2,388,884.35	0.00	2,388,884.35
999-10016	INVESTMENTS - LIBRARY 4M MM	22,615.95	0.00	22,615.95
999-10017	INVESTMENTS - LIBRARY CD'S	768,285.41	0.00	768,285.41
SUBTOTAL CASH IN BANK - POOLED CASH		6,587,530.12	(118,173.44)	6,469,356.68
WAGES PAYABLE				
TOTAL CASH IN BANK - POOLED CASH		6,587,530.12	(118,173.44)	6,469,356.68

POOLED CASH REPORT-FUND 999

AS OF: AUGUST 31ST, 2026

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
DUE TO OTHER FUNDS - POOLED CASH					
999	20230	DUE TO OTHER FUNDS	6,587,530.12	(118,173.44)	6,469,356.68
TOTAL DUE TO OTHER FUNDS			6,587,530.12	(118,173.44)	6,469,356.68

POOLED CASH REPORT-FUND 999

AS OF: AUGUST 31ST, 2026

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
DUE TO POOLED CASH					
			_______________	______________	______________
			===============	==============	==============
DUE FROM OTHER FUNDS					
			_______________	______________	______________
			===============	==============	==============
ACCOUNTS PAYABLE - POOLED CASH					
			_______________	______________	______________
			===============	==============	==============

*** END OF REPORT ***

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	INTERNAL REVENUE SERVICE	FEDERAL W/H	3,080.81
			FEDERAL W/H	3,482.63
			FICA	2,276.22
			FICA	2,182.56
			MEDICARE	788.62
			MEDICARE	814.91
		MN DEPT OF REVENUE-STATE W/H	STATE W/H	1,920.15
			STATE W/H	2,109.58
		VOYA	DEFERRED COMP	250.00
			DEFERRED COMP	250.00
			ROTH	100.00
			ROTH	100.00
		776600-NCPERS GROUP LIFE INS	LIFE INSURANCE	45.57
		CITY OF SPRINGFIELD-HEALTH INS REIMB	TERM LIFE	43.85
			TERM LIFE	43.34
			SHORT TERM DISABILITY	34.98
			SHORT TERM DISABILITY	34.98
			HEALTH INSURANCE	1,900.74
			HEALTH INSURANCE	1,900.37
			FLEX SECTION 125 DEPENDENT	260.00
			FLEX SECTION 125 DEPENDENT	260.00
			DENTAL INS	228.26
			DENTAL INS	224.01
			VISION INS	17.34
			VISION INS	17.34
			ACCIDENT INS	51.60
			ACCIDENT INS	51.60
		LAW ENFORCEMENT LABOR SERVICES INC	UNION DUES	219.00
		VOYA-HCSP	HEALTH CARE SAVINGS PLAN	90.00
			HEALTH CARE SAVINGS PLAN	90.00
		MN UI - MN PD LEAVE	MN PAID LEAVE	199.31
			MN PAID LEAVE	203.60
			MN PAID LEAVE	209.71
			MN PAID LEAVE	200.24
			MN PAID LEAVE	239.37
			MN PAID LEAVE	282.65
		MN DEPARTMENT OF REVENUE	JUN SALES & USE TAX	0.53
		PERA	PERA COORDINATED	1,743.00
			PERA COORDINATED	1,708.32
			POLICE & FIRE PERA	2,189.72
			POLICE & FIRE PERA	2,582.30
		CITY OF SPRINGFIELD	HEALTH SAVINGS ACCOUNT	3,057.31
			HEALTH SAVINGS ACCOUNT	2,458.33
			TOTAL:	37,942.85
SPECIAL PROJECTS	GENERAL FUND	SW/WC SERVICE COOPERATIVES	AUG HEALTH INS/PUC	16,930.96
		COMPANION LIFE INSURANCE	AUG TERM LIFE	92.60
		BEAM	AUG DENTAL/VISION	482.51
		CITY OF SPRINGFIELD	JUL LONGEVITY PAY (BPA)	677.40
			WEX DEPENDANT CARE-DALE	1,027.50
			WEX HSA 07/20/26	4,603.19
			TOTAL:	23,814.16
COUNCIL	GENERAL FUND	INTERNAL REVENUE SERVICE	FICA	86.18
			MEDICARE	20.15
		MN UI - MN PD LEAVE	MN PAID LEAVE	6.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MN PAID LEAVE	6.13
			MN PAID LEAVE	6.13
		SPRINGFIELD ADVANCE PRESS INC	MAY 20 COUNCIL MINUTES	152.00
			PUBLISH ORD 461	213.75
			JUN 17 COUNCIL MINUTES	171.00
			TOTAL:	661.47
CLERK/REG/ADMINISTRATI	GENERAL FUND	SW/WC SERVICE COOPERATIVES	AUG HEALTH INS/CLERK	8,061.72
		CONVENTION & VISITORS BUREAU	JUN LODGING TAX	1,744.59
		INTERNAL REVENUE SERVICE	FICA	757.17
			FICA	783.48
			MEDICARE	177.09
			MEDICARE	183.25
		USABLE LIFE	AUG LIFE INS/CLERK	50.30
		SIMPLY CLEAN LLC	JUL CLEANING SERVICE/CLERK	455.00
		AT&T MOBILITY	JUL CELL/CITY MGR	45.50
			JUL CELL/PUC FLIP/TABLETS	128.01
		WEX HEALTH INC	JUN BENEFITS SOLUTION/CLER	13.75
		HEALTHIEST YOU INC	AUG TELADOC FEES/CLERK	50.00
		MN UI - MN PD LEAVE	MN PAID LEAVE	72.18
			MN PAID LEAVE	71.71
			MN PAID LEAVE	71.71
			MN PAID LEAVE	73.99
			MN PAID LEAVE	71.71
			MN PAID LEAVE	72.29
			MN PAID LEAVE ADJUST	0.13-
		F & M STATE BANK	JUL PAYROLL ACH FEE	25.00
		CENTERPOINT ENERGY	8000012979-3 GAS 2 E CENTR	17.94
		MN DEPARTMENT OF REVENUE	JUN SALES & USE TAX	0.02
		PERA	PERA COORDINATED	1,187.33
			PERA COORDINATED	1,159.70
		PUBLIC UTILITIES COMMISSION	JUN UTIL CITY HALL	215.37
			JUN UTIL CITY HALL	41.38
		CITY OF SPRINGFIELD	JUL LONGEVITY PAY (BPA)	167.72
			TOTAL:	15,697.78
ELECTIONS	GENERAL FUND	INTERNAL REVENUE SERVICE	FICA	8.26
			FICA	12.90
			MEDICARE	1.93
			MEDICARE	3.02
		MEINE, MAXINE	MILEAGE ELECTION JUDGE TRA	41.33
		BARNES, ALAN	MILEAGE ELECTION JUDGE TRA	52.20
		PERA	PERA COORDINATED	8.91
			PERA COORDINATED	18.21
		VOGEL, AMY	MILEAGE ELECTION JUDGE TRA	41.33
			TOTAL:	188.09
CITY ATTORNEY	GENERAL FUND	MUSKE MUSKE & SUHRHOFF LTD	SEP RETAINER FEE	3,500.00
			TOTAL:	3,500.00
TECHNOLOGY	GENERAL FUND	NUVERA	AUG PHONE/6/17-7/16 LONG D	942.26
			TOTAL:	942.26
POLICE	GENERAL FUND	PETTY CASH	POSTAGE/POLICE	45.75
		SW/WC SERVICE COOPERATIVES	AUG HEALTH INS/POLICE	7,155.22
		INTERNAL REVENUE SERVICE	FICA	10.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	9.30
			MEDICARE	258.56
			MEDICARE	306.63
		USABLE LIFE	AUG LIFE INS/POLICE	32.12
		ANDY'S BODY SHOP LLC	2023 DODGE REPAIR WTR LEAK	85.00
		SPRINGFIELD MARKET	TRASH BAGS/POLICE	12.78
		TACTICAL SOLUTIONS	CERT OF RADAR UNITS/DIAG F	106.00
		LANG'S AUTOMOTIVE LLC	2023 DODGE/PADS/ROTORS/POL	687.89
		SIMPLY CLEAN LLC	JUL CLEANING SERVICE/POLIC	140.00
		AT&T MOBILITY	JUL CELL/HOTSPOT/CR PT/POL	457.48
		WEX HEALTH INC	JUN BENEFITS SOLUTION/POLI	11.00
		HEALTHIEST YOU INC	AUG TELADOC FEES/POLICE	40.00
		MN UI - MN PD LEAVE	MN PAID LEAVE	77.10
			MN PAID LEAVE	77.88
			MN PAID LEAVE	85.05
			MN PAID LEAVE	74.01
			MN PAID LEAVE	100.71
			MN PAID LEAVE	102.12
		SUNSET LAW ENFORCEMENT LLC	AMMO/POLICE	789.00
		CENTERPOINT ENERGY	13772962-0 14 N MARSHALL #	31.72
		PERA	PERA COORDINATED	12.19
			PERA COORDINATED	11.25
			POLICE & FIRE PERA	3,284.57
			POLICE & FIRE PERA	3,873.45
		PUBLIC UTILITIES COMMISSION	JUN UTIL POLICE	282.93
			JUN UTIL POLICE/OLD AMB SH	71.46
		RUNNING SUPPLY INC	CLOROX WIPES/PAP TWLS/ODOR	21.27
			PLUG/ADAPTOR/AC DRAIN/POLI	3.08
			TAPE/POLICE	5.49
			GUN SAFE/A.ESSSER/POLICE	799.99
		CITY OF SPRINGFIELD	JUL LONGEVITY PAY (BPA)	193.64
			TOTAL:	19,254.72
FIRE DEPARTMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	FICA	21.70
			FICA	21.70
			MEDICARE	5.09
			MEDICARE	5.09
		FARMWARD COOPERATIVE	8.934 GAL DIESEL/FIRE	39.39
			9.213 GAL GAS/FIRE	35.00
		MN UI - MN PD LEAVE	MN PAID LEAVE	1.54
			MN PAID LEAVE	1.54
			MN PAID LEAVE	1.54
			MN PAID LEAVE	1.54
			MN PAID LEAVE	1.54
			MN PAID LEAVE	1.54
		CENTERPOINT ENERGY	8000012979-3 GAS 8 N CASS	29.54
		PUBLIC UTILITIES COMMISSION	JUN UTIL FIRE	355.11
			JUN UTIL FIRE	70.00
			TOTAL:	591.86
CIVIL DEFENSE	GENERAL FUND	INTERNAL REVENUE SERVICE	FICA	3.88
			FICA	3.88
			MEDICARE	0.90
			MEDICARE	0.90
		MN UI - MN PD LEAVE	MN PAID LEAVE	0.28
			MN PAID LEAVE	0.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MN PAID LEAVE	0.28
			MN PAID LEAVE	0.28
			MN PAID LEAVE	0.28
			MN PAID LEAVE	0.28
			TOTAL:	11.24
ANIMAL SHELTER	GENERAL FUND	INTERNAL REVENUE SERVICE	FICA	22.92
			FICA	19.76
			MEDICARE	5.36
			MEDICARE	4.62
		MN UI - MN PD LEAVE	MN PAID LEAVE	1.01
			MN PAID LEAVE	2.73
		PERA	PERA COORDINATED	27.73
			PERA COORDINATED	23.91
		PUBLIC UTILITIES COMMISSION	JUN UTIL PET SHELTER	94.14
		RUNNING SUPPLY INC	DOG FOOD/ANIMAL SHELTER	7.77
			PET BOWL/CAT LITTER/PET SH	32.96
			PADLOCKS/RAKE/BAGS/ANIMAL	95.60
			TOTAL:	338.51
STREET DEPARTMENT	GENERAL FUND	CLEMENTS LUMBER INC-SPFLD	PARTS FOR HOMEMADE CART/ST	87.25
			GALV STEEL/STREET	115.44
		SW/WC SERVICE COOPERATIVES	AUG HEALTH INS/STREET	2,929.09
		INTERNAL REVENUE SERVICE	FICA	220.19
			FICA	210.60
			MEDICARE	51.50
			MEDICARE	49.24
		USABLE LIFE	AUG LIFE INS/STREET	13.11
		WEX HEALTH INC	JUN BENEFITS SOLUTION/STRE	4.13
		HEALTHIEST YOU INC	AUG TELADOC FEES/STREET	15.00
		MN UI - MN PD LEAVE	MN PAID LEAVE	16.38
			MN PAID LEAVE	15.06
			MN PAID LEAVE	15.69
			MN PAID LEAVE	13.80
			MN PAID LEAVE	16.20
			MN PAID LEAVE	16.37
		CENTERPOINT ENERGY	8000012979-3 GAS 214 E LIN	29.54
			8000012979-3 GAS 121 E LIN	29.54
		PERA	PERA COORDINATED	282.91
			PERA COORDINATED	271.36
		PUBLIC UTILITIES COMMISSION	JUN UTIL STREET	118.23
			JUN UTIL STREET	51.25
			JUN UTIL STREET LIGHTS 1-2	1,143.21
			JUN UTIL STREET LIGHTS 21-	1,172.44
			JUN UTIL STREET LIGHTS 41-	18.42
		RUNNING SUPPLY INC	PAINTER TAPE/STREET	7.99
			SCREWS/STREET	5.94
			SAW BLADE/STREET	15.29
			PUMP/CHECK VALVE/STREET	94.98
			RTN CHECK VALVE/STREET	24.99-
			CORD REEL/STREET	11.99
			BLUE CHALK/STREET	3.79
			GLOVES/SHOP TLWS/STREET	30.38
			OIL ABSORBENT CLAY/STREET	17.98
			PAINT MIXER/STREET	9.99
			SPRAYER/NOZZLE KIT/LINE/ST	119.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SHUT OFF ASSY/STREET	22.99
			CUTOFF WHEEL/STREET	7.98
			TOTAL:	7,230.23
SWIMMING POOL OPERATIO	GENERAL FUND	HAWKINS INC	KTH-683 100 PM KIT/POOL	140.00
			CYANURIC ACID/FREIGHT/POOL	256.00
		DELUXE PRINT INC	T-SHIRTS/VISOR/CAP/POOL MG	60.00
		INTERNAL REVENUE SERVICE	FICA	637.15
			FICA	593.60
			MEDICARE	149.04
			MEDICARE	138.82
		SPRINGFIELD MARKET	ICE CREAM/POOL	22.24
			GATORADE/ICE CREAM/POOL	44.38
			SUNSCREEN/POOL	5.99
			BUBBLER/WTR/POOL	17.99
			ICE CREAM/POOL	5.65
			TOILET BWL CLNR/POOL	4.19
			BUBBLER/ICE CREAM/FREEZIES	68.83
			BUBBLER/ICE CREAM/POOL	45.20
			409 CLNR/CLOROX/POOL	10.68
			BUBBLER/ICE CREAM/WTR/FREE	59.60
			TOILET CLNR/POOL	4.19
			ICE CREAM/WTR/FREEZIES/POO	32.50
			BUBBLER/ICE CREAM/FREEZIES	56.95
			BUBBLER/POOL	16.99
		MN UI - MN PD LEAVE	MN PAID LEAVE	1.14
			MN PAID LEAVE	0.49
			MN PAID LEAVE	12.10
			MN PAID LEAVE	41.25
		LANDKAMMER, LISA	OVERPAID PRIVATE SWIM LESS	60.00
		CENTERPOINT ENERGY	6444863-2 209 S CASS GAS/P	440.65
		MN DEPARTMENT OF REVENUE	JUN SALES & USE TAX	900.10
			JUN SALES & USE TAX	169.39
		PUBLIC UTILITIES COMMISSION	JUN UTIL POOL	1,763.53
			JUN UTIL POOL	674.60
		RUNNING SUPPLY INC	VALVE BALL/NIPPLE/PIPE/POO	28.97
			TOTAL:	6,462.21
CAMPGROUNDS	GENERAL FUND	MN DEPARTMENT OF REVENUE	JUN SALES & USE TAX	3.88
			JUN SALES & USE TAX	0.12
		PUBLIC UTILITIES COMMISSION	JUN UTIL CAMPGROUND	733.70
			JUN UTIL CAMPGROUND	1,374.21
			JUN UTIL SB CON/SAFE ROOM	5.03
			JUN UTIL SB CON/SAFE ROOM	29.69
			TOTAL:	2,146.63
PARK DEPARTMENT	GENERAL FUND	MILLER SELLNER IMPLEMENT INC	SWITCH/LATCH ASSY/PARK	71.36
			KEY/PARK	26.50
		PETTY CASH	TWL WASHING/PARK	8.25
		SW/WC SERVICE COOPERATIVES	AUG HEALTH INS/PARK	2,929.09
		INTERNAL REVENUE SERVICE	FICA	280.49
			FICA	298.27
			MEDICARE	65.60
			MEDICARE	69.75
		USABLE LIFE	AUG LIFE INS/PARK	13.08
		WEX HEALTH INC	JUN BENEFITS SOLUTION/PARK	4.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HEALTHIEST YOU INC	AUG TELADOC FEES/PARK	15.00
		JACK LARSON SEEDS	DRILL/SEED/NEW CAMPSITES	600.00
			DRILL/SEED/NEW CAMPSITES	0.00
		MN UI - MN PD LEAVE	MN PAID LEAVE	16.37
			MN PAID LEAVE	15.06
			MN PAID LEAVE	15.31
			MN PAID LEAVE	13.97
			MN PAID LEAVE	18.79
			MN PAID LEAVE	25.46
		LOMC CLEARINGHOUSE	FEMA SAFEROOM APPLICATION	425.00
		PERA	PERA COORDINATED	282.92
			PERA COORDINATED	271.36
		PUBLIC UTILITIES COMMISSION	JUN UTIL BROWNS PARK	41.53
			JUN UTIL BROWNS PARK	865.69
			JUN UTIL EAST END PARK	22.99
			JUN UTIL M.A. PARK	23.52
			JUN UTIL M.A. PARK	185.51
			JUN UTIL SHELT #4,#3/HORSE	36.88
			JUN UTIL SHELT #4,#3/HORSE	7.12
			JUN UTIL SB CON/SAFE ROOM	4.68
			JUN UTIL SB CON/SAFE ROOM	27.65
			TOTAL:	6,681.32
LIBRARY DEPARTMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	FICA	213.43
			FICA	222.96
			MEDICARE	49.93
			MEDICARE	52.15
		USABLE LIFE	AUG LIFE INS/LIBRARY	8.73
		HEALTHIEST YOU INC	AUG TELADOC FEES/LIBRARY	10.00
		MN UI - MN PD LEAVE	MN PAID LEAVE	14.29
			MN PAID LEAVE	15.76
			MN PAID LEAVE	15.03
			MN PAID LEAVE	14.52
			MN PAID LEAVE	15.63
			MN PAID LEAVE	16.25
		CENTERPOINT ENERGY	8000012979-3 GAS 120 N CAS	35.18
		PERA	PERA COORDINATED	203.77
			PERA COORDINATED	211.28
		PUBLIC UTILITIES COMMISSION	JUN UTIL LIBRARY	580.68
			JUN UTIL LIBRARY	40.84
			TOTAL:	1,720.43
AIRPORT	GENERAL FUND	INTERNAL REVENUE SERVICE	FICA	14.78
			FICA	6.12
			MEDICARE	3.46
			MEDICARE	1.43
		FARMWARD COOPERATIVE	231.4 GAL PROPANE/AIRPORT	344.79
			273.8 GAL PROPANE/AIRPORT	407.96
		NUVERA	AUG PHONE/6/17-7/16 LONG D	45.79
			AUG PHONE/6/17-7/16 LONG D	19.95
		ED'S AUTO & DIESEL SERVICE LLC	JD AC PUMP INSTALL/AIRPORT	1,024.85
			TIRE RECYCLE (14)/AIRPORT	92.50
		MN UI - MN PD LEAVE	MN PAID LEAVE	0.16
			MN PAID LEAVE	0.16
			MN PAID LEAVE	1.22
			MN PAID LEAVE	1.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MN PAID LEAVE	2.41
			MN PAID LEAVE	0.96
		WAUSAU EQUIPMENT COMPANY	MALE INSERTWALTHER #7/AIRP	243.34
		PERA	PERA COORDINATED	5.41
			PERA COORDINATED	4.06
		RUNNING SUPPLY INC	CONNECTORS/TERM RING/AIRPO	6.78
			HITCH PIN/AIRPORT	9.99
			RETURN HITCH PIN/AIRPORT	9.99-
			HITCH PIN/AIRPORT	7.99
			TRASH BAGS/AIRPORT	13.99
			TOTAL:	2,249.62
LIBRARY DEPARTMENT	LIBRARY FUND	DEMCO INC	HANG-UP BAG/BOOK TAPE/LIB	357.26
			BOOK JACKET COVER/TAPE/LIB	120.68
			LABEL PROTECTORS/LIBRARY	193.77
		INGRAM LIBRARY SERVICES	JUL BOOKS (128)/LIBRARY	1,676.48
		CENGAGE LEARNING INC	BOOKS (3)/LIBRARY	98.40
		SPRINGFIELD MARKET	ANT BAIT/KLEENEX/LIBRARY	12.88
			POPCORN CUPS/LIBRARY	10.99
			POP/LIBRARY	45.00
			WATER/LIBRARY	3.33
		METRO SALES INC	JUN CONTRACT IMAGE CHG	26.56
		DOLLAR GENERAL-REGIONS 410526	PLEDGE/LYSOL/TOWEL/LIBRARY	21.75
		HOMEWARD BOUND THEATRE COMPANY	MIXED NUTS COMEDY DUO/LIBR	3,160.00
		MN DEPARTMENT OF REVENUE	JUN SALES & USE TAX	5.46
			JUN SALES & USE TAX	2.54
		RUNNING SUPPLY INC	GOO-GONE/CABLE TIES/LIB	22.27
			KEYS/LIBRARY	7.98
			GORILLA WOOD GLUE/LIBRARY	3.99
			TOTAL:	5,769.34
NON-DEPARTMENTAL	RECREATION COMPLEX	INTERNAL REVENUE SERVICE	FEDERAL W/H	41.08
			FEDERAL W/H	48.14
			FICA	104.82
			FICA	91.76
			MEDICARE	24.50
			MEDICARE	21.47
		MN DEPT OF REVENUE-STATE W/H	STATE W/H	67.65
			STATE W/H	57.92
		CITY OF SPRINGFIELD-HEALTH INS REIMB	TERM LIFE	0.29
			TERM LIFE	0.33
			HEALTH INSURANCE	6.07
			HEALTH INSURANCE	6.44
		MN UI - MN PD LEAVE	MN PAID LEAVE	0.25
			MN PAID LEAVE	3.99
			MN PAID LEAVE	3.44
			MN PAID LEAVE	6.37
			MN PAID LEAVE	6.43
			MN PAID LEAVE	4.43
		PERA	PERA COORDINATED	10.58
			PERA COORDINATED	27.87
		CITY OF SPRINGFIELD	HEALTH SAVINGS ACCOUNT	1.02
			TOTAL:	534.85
RECREATION COMPLEX DEP	RECREATION COMPLEX	MILLER SELLNER IMPLEMENT INC	SHAFT/KEY SWITCH//REC COMP	283.87
		INTERNAL REVENUE SERVICE	FICA	104.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	91.75
			MEDICARE	24.51
			MEDICARE	21.47
		MN UI - MN PD LEAVE	MN PAID LEAVE	0.25
			MN PAID LEAVE	4.00
			MN PAID LEAVE	3.45
			MN PAID LEAVE	6.38
			MN PAID LEAVE	6.44
			MN PAID LEAVE	4.43
		PERA	PERA COORDINATED	12.20
			PERA COORDINATED	32.16
		PUBLIC UTILITIES COMMISSION	JUN UTIL B BALWTR/TNS CRT/	628.29
			JUN UTIL B BALWTR/TNS CRT/	1,042.58
			JUN UTIL SB FIELD LIGHTS	30.29
			JUN UTIL STICKER FIELD	18.43
			JUN UTIL STICKER FIELD	101.20
			JUN UTIL STICKER FIELD	485.41
			JUN UTIL SB CON/SAFE ROOM	9.36
			JUN UTIL SB CON/SAFE ROOM	55.28
		RUNNING SUPPLY INC	LINE/REC COMP	14.99
			PARTS SPRINKLER REPAIR/REC	29.92
			LINE FOR MARKING FIELDS/RE	14.99
			THREADED ROD/REC COMP	9.99
			LOCK/NUTS/BOLTS/REC COMP	11.08
			NUTS/REC COMP	1.82
			CIRCUIT BREAKER/REC COMP	76.99
			ADAPTORS SPRINKLER/REC COM	7.14
			TOTAL:	3,133.46
NON-DEPARTMENTAL	ECONOMIC DEVELOPME	INTERNAL REVENUE SERVICE	FEDERAL W/H	20.23
			FEDERAL W/H	22.60
			FICA	23.37
			FICA	24.89
			MEDICARE	5.47
			MEDICARE	5.82
		MN DEPT OF REVENUE-STATE W/H	STATE W/H	12.52
			STATE W/H	13.66
		CITY OF SPRINGFIELD-HEALTH INS REIMB	HEALTH INSURANCE	52.09
			HEALTH INSURANCE	53.25
			DENTAL INS	16.02-
		MN UI - MN PD LEAVE	MN PAID LEAVE	2.21
			MN PAID LEAVE	2.21
			MN PAID LEAVE	2.21
			MN PAID LEAVE	2.21
			MN PAID LEAVE	2.21
			MN PAID LEAVE	2.21
		PERA	PERA COORDINATED	32.64
			PERA COORDINATED	33.37
		CITY OF SPRINGFIELD	HEALTH SAVINGS ACCOUNT	73.12
			HEALTH SAVINGS ACCOUNT	74.76
			TOTAL:	445.03
ECONOMIC DEVELOP AUTHO	ECONOMIC DEVELOPME	INTERNAL REVENUE SERVICE	FICA	23.37
			FICA	24.89
			MEDICARE	5.47
			MEDICARE	5.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CHOSEN VALLEY TESTING INC	TEST PIT LOT EVALUATIONS	2,700.00
		GRAFF CONSTRUCTION LLC	POP FACTORY GROUND WORK	5,000.00
		MN UI - MN PD LEAVE	MN PAID LEAVE	2.21
			MN PAID LEAVE	2.21
			MN PAID LEAVE	2.21
			MN PAID LEAVE	2.21
			MN PAID LEAVE	2.21
			MN PAID LEAVE	2.21
		F & M STATE BANK	HOVLAND EDA ACH CHANGE	25.00
		PERA	PERA COORDINATED	37.66
			PERA COORDINATED	38.50
			TOTAL:	7,873.97
NON-DEPARTMENTAL	MEDICAL CENTER	INTERNAL REVENUE SERVICE	FEDERAL W/H	123.47
			FEDERAL W/H	114.92
			FICA	112.97
			FICA	102.18
			MEDICARE	26.42
			MEDICARE	23.90
		MN DEPT OF REVENUE-STATE W/H	STATE W/H	62.10
			STATE W/H	56.86
		MN UI - MN PD LEAVE	MN PAID LEAVE	7.89
			MN PAID LEAVE	6.76
			MN PAID LEAVE	7.50
			MN PAID LEAVE	6.24
			MN PAID LEAVE	8.04
			MN PAID LEAVE	7.45
		PERA	PERA COORDINATED	114.68
			PERA COORDINATED	103.78
			TOTAL:	885.16
MEDICAL CLINIC	MEDICAL CENTER	MN DEPT OF LABOR & INDUSTRY	BOILER 625 N JACKSON AVE	100.00
		INTERNAL REVENUE SERVICE	FICA	112.99
			FICA	102.18
			MEDICARE	26.42
			MEDICARE	23.91
		USABLE LIFE	AUG LIFE INS/MED CTR	8.73
		ANDY'S BODY SHOP LLC	2006 VAN REM/REP WS/MED CT	448.19
		NUVERA	AUG PHONE 6/17-7/16 LONG D	255.57
		SIMPLY CLEAN LLC	JUL CLEANING SERVICE/MED C	140.00
		TRANE US INC	REPAIR CHILLER/TOOL CHG/ME	1,697.00
			AIR CONDITION REPAIRS/MED	13,114.92
		HEALTHIEST YOU INC	AUG TELADOC FEES/MED CTR	10.00
		MN UI - MN PD LEAVE	MN PAID LEAVE	7.89
			MN PAID LEAVE	6.77
			MN PAID LEAVE	7.50
			MN PAID LEAVE	6.24
			MN PAID LEAVE	8.03
			MN PAID LEAVE	7.45
		CENTERPOINT ENERGY	11302387-3 GAS 625 N JACKS	1,873.72
			6402272762-8 625 N JACKSON	219.07
		PERA	PERA COORDINATED	132.34
			PERA COORDINATED	119.75
		PUBLIC UTILITIES COMMISSION	JUN UTIL CLINIC/HOSP	11,443.13
			JUN UTIL CLINIC/HOSP	661.55
		RUNNING SUPPLY INC	CONDUIT/MED CTR	19.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			RTN CONDUIT/MED CTR	19.99-
			WASHERS/DOOR REPAIR/MED CT	3.00
			TOTAL:	30,536.35
NON-DEPARTMENTAL	COMMUNITY CENTER F	INTERNAL REVENUE SERVICE	FEDERAL W/H	83.50
			FEDERAL W/H	90.77
			FICA	106.64
			FICA	156.95
			MEDICARE	24.94
			MEDICARE	36.71
		MN DEPT OF REVENUE-STATE W/H	STATE W/H	51.70
			STATE W/H	54.86
		CITY OF SPRINGFIELD-HEALTH INS REIMB	HEALTH INSURANCE	215.02
			HEALTH INSURANCE	213.86
			DENTAL INS	64.34-
		MN UI - MN PD LEAVE	MN PAID LEAVE	10.87
			MN PAID LEAVE	13.12
			MN PAID LEAVE	10.99
			MN PAID LEAVE	11.24
			MN PAID LEAVE	13.65
			MN PAID LEAVE	11.71
		PERA	PERA COORDINATED	145.40
			PERA COORDINATED	170.28
		CITY OF SPRINGFIELD	HEALTH SAVINGS ACCOUNT	301.88
			HEALTH SAVINGS ACCOUNT	300.24
			TOTAL:	1,959.99
COMMUNITY CENTER	COMMUNITY CENTER F	SW/WC SERVICE COOPERATIVES	AUG HEALTH INS/COMM CTR	3,124.36
		INTERNAL REVENUE SERVICE	FICA	106.64
			FICA	156.95
			MEDICARE	24.94
			MEDICARE	36.71
		GANZEL, DARWIN	REFUND CAMPSITE #27	75.00
		USABLE LIFE	AUG LIFE INS/COMM CTR	8.73
		NUVERA	AUG PHONE 6/17-7/16 LONG D	144.68
		WEX HEALTH INC	JUN BENEFITS SOLUTION/COMM	2.75
		HEALTHIEST YOU INC	AUG TELADOC FEES/COMM CTR	10.00
		ELITE MECHANICAL SYSTEMS	REPAIR WALK-IN COOLER/COMM	1,224.00
			REPAIR WALK-IN COOLER/COMM	152.69
			REPAIR WALK-IN COOLER/COMM	152.36
			REPAIR WALK-IN COOLER/COMM	135.00
			REPAIR WALK-IN COOLER/COMM	135.00
		VESTIS	TBLCVRS/COMM CTR	69.20
			TBLCVRS/COMM CTR	34.12
			TBLCVRS/COMM CTR	81.22
			NPKNS/TBLCVRS/COMM CTR	59.60
			MOPS/TWLS/COMM CTR	45.42
			MOPS/TOWELS/COMM CTR	45.42
		MN UI - MN PD LEAVE	MN PAID LEAVE	10.87
			MN PAID LEAVE	13.12
			MN PAID LEAVE	10.99
			MN PAID LEAVE	11.24
			MN PAID LEAVE	13.65
			MN PAID LEAVE	11.71
		SIEKAS, SHERRI	REFUND SHELTER #4	25.00
		CENTERPOINT ENERGY	8000012979-3 GAS 33 S CASS	128.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MN DEPARTMENT OF REVENUE	JUN SALES & USE TAX	276.96
		PERA	PERA COORDINATED	167.77
			PERA COORDINATED	196.48
		PUBLIC UTILITIES COMMISSION	JUN UTIL COMM CTR	1,943.69
			JUN UTIL COMM CTR	884.90
		RUNNING SUPPLY INC	SEED/DISINFECT/FELT PAD/CO	29.57
			BOLTS FOR KEGERATOR/COMM C	16.56
			INSERT ELBOW/TUBING/COMM C	7.77
			TOTAL:	9,573.12
ECONOMIC DEVELOP AUTHO	2021A GO TAX ABATE DEED		PRINCIPAL	4,022.81
			INTEREST	829.19
			TOTAL:	4,852.00
POLICE	CAPITAL EQUIP PROJ	CLEMENTS LUMBER INC-SPFLD	RTN WHITE CROSS T'S/POLICE	104.95-
			TOTAL:	104.95-
CIVIL DEFENSE	CAPITAL EQUIP PROJ	READY WATT ELECTRIC	INSTALL DC SIREN	9,751.33
		SCHAEFER CRANE SERVICE	BOOM TRK SERV/SIREN POLE	810.00
			TOTAL:	10,561.33
STREET DEPARTMENT	CAPITAL EQUIP PROJ	ROIGER, GREG OR LINDA	ASH BORER GRANT	912.69
		REGNER, TREVOR	ASH BORER GRANT	1,556.94
		LYLE, DAVID	ASH BORER GRANT	1,449.56
		SCHMIDT, DONNA	ASH BORER GRANT	697.94
		SPRENGER, ALICIA	ASH BORER GRANT	2,630.69
		SIEKMANN, TRACY	ASH BORER GRANT	1,342.19
		MOE, WESTON	ASH BORER GRANT	859.00
		JOHNSON, TAMMY	ASH BORER GRANT	697.94
		HAALA, JANE	ASH BORER GRANT	993.22
		JOHNSON, TODD	ASH BORER GRANT	1,046.91
			TOTAL:	12,187.08
NON-DEPARTMENTAL	SPFLD COMM AMBULAN	INTERNAL REVENUE SERVICE	FEDERAL W/H	34.67
			FEDERAL W/H	38.69
			FICA	258.85
			FICA	353.91
			MEDICARE	60.56
			MEDICARE	82.75
		MN DEPT OF REVENUE-STATE W/H	STATE W/H	71.06
			STATE W/H	65.43
		776600-NCPERS GROUP LIFE INS	LIFE INSURANCE	2.43
		CITY OF SPRINGFIELD-HEALTH INS REIMB	TERM LIFE	0.86
			TERM LIFE	1.33
			DENTAL INS	7.71
			DENTAL INS	11.96
		MN UI - MN PD LEAVE	MN PAID LEAVE	19.26
			MN PAID LEAVE	19.41
			MN PAID LEAVE	21.24
			MN PAID LEAVE	17.74
			MN PAID LEAVE	20.17
			MN PAID LEAVE	19.98
		PERA	PERA COORDINATED	16.40
			PERA COORDINATED	25.45
			TOTAL:	1,149.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
AMBULANCE SERVICES	SPFLD COMM AMBULAN	BOUND TREE MEDICAL LLC	GLUCOSE STRIPS/SPLINTS/AMB	264.19
			SANI-CLOTH WIPES/AMBULANCE	87.59
		INTERNAL REVENUE SERVICE	FICA	258.85
			FICA	353.91
			MEDICARE	60.56
			MEDICARE	82.75
		METRO-BILLING SERVICES	CLAIMS SUBMITTED (13)/AMB	325.00
		NUVERA	AUG PHONE/6/17-7/16 LONG D	23.93
		CENTRACARE HEALTH	AMB INTERCEPT R.S.	200.00
		AT&T MOBILITY	JUL CELL/HOTSPOT/AMB	110.42
		AUTHNET GATEWAY	AMBULANCE COLLECTIONS PORT	36.45
		STERICYCLE INC	AUG SUB/HAZ DISP/OSHA/HIPP	221.54
		FUELMAN	JUL GAS/AMBULANCE	463.99
			JUL GAS DISCOUNT/AMB	1.07-
		CM2 SUPPLY	OXYGEN/AMBULANCE	84.95
			OXYGEN/AMBULANCE	87.59
			OXYGEN CYL RENT/AMBULANCE	80.15
		MN UI - MN PD LEAVE	MN PAID LEAVE	19.26
			MN PAID LEAVE	19.41
			MN PAID LEAVE	21.24
			MN PAID LEAVE	17.73
			MN PAID LEAVE	20.17
			MN PAID LEAVE	19.98
		SCHWEBEL GOETZ & SIEBEN	OVERPAYMENT R.W. JOHNSON/A	2,548.00
		MN DEPARTMENT OF REVENUE	2026 MN CARE TAX	542.00
		PERA	PERA COORDINATED	18.93
			PERA COORDINATED	29.37
			TOTAL:	5,996.89
NON-DEPARTMENTAL	POOLED CASH	F & M STATE BANK	TRANSFER TO MONEY MARKET	175,000.00
			TRANSFER TO MONEY MARKET	475,000.00
			TOTAL:	650,000.00

=============== FUND TOTALS ================

100	GENERAL FUND	129,433.38	+ 84,428.80	213,862.18
210	LIBRARY FUND	5,769.34		
228	RECREATION COMPLEX FUND	3,668.31	+ 2,660.39	6,328.70
250	ECONOMIC DEVELOPMENT AUTH	8,319.00	+ 568.08	8,887.08
251	MEDICAL CENTER	31,421.51	+ 2,613.76	34,035.27
278	COMMUNITY CENTER FUND	11,533.11	+ 3,318.02	14,851.13
320	2021A GO TAX ABATE-CREAME	4,852.00		
411	CAPITAL EQUIP PROJECTS	22,643.46		
608	SPFLD COMM AMBULANCE SERV	7,146.75	+ 8,827.06	15,973.81
999	POOLED CASH	650,000.00		
	GRAND TOTAL:	874,786.86	+ 93,589.05	411,964.96

TOTAL PAGES: 12

CITY OF SPRINGFIELD
RESOLUTION 26-081201

A RESOLUTION DECLARING EQUIPMENT OR PROPERTY AS SURPLUS AND AUTHORIZING THE SALE OF THE SAME.

WHEREAS, the City Council of the City of Springfield, Minnesota has been advised by staff that the following item(s) or equipment are no longer needed for current or future municipal operations:

Department	Item	Approx. Value
Public Works	*SnoGo Snowblower*	*$4900*

AND WHEREAS, the value of this/these item(s) is estimated to be less than $25,000,

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

1. The council declares the property listed above as surplus.
2. The council authorizes the disposal of said property by advertising it for sale on the open market pursuant to Minn. Stat. 471.345. The city may sell this property on https://www.springfieldmn.org/ or another online outlet using a selling process where purchasers compete for the highest price in an open market. The minimum bid will be posted at $1 and the items will be posted for a minimum of two weeks.
3. Pursuant to Minn. Stat. 15.054, the property will not be sold to a city officer or employee who is directly involved in the auction or process pertaining to the administration and collection of sealed responses. An employee may purchase no more than one motor vehicle from the city at any one auction.
4. All sales shall be final, and the property is to be sold in "as-is" condition.
5. City staff may allow donation of the surplus equipment pursuant to the policy adopted under Resolution #25-071602.

Adopted, by the City Council of the City of Springfield, Minnesota, this 12th day of August, 2026.

____
Lowell Helget, Mayor

Attest:

____
Justtina Erickson, City Clerk

Chapter 2
Animals

2.01 RUNNING AT LARGE PROHIBITED. That no poultry, horse, colt, goat, cattle, sheep, swine, or other animals shall be permitted to run at large within corporate limits of the said City of Springfield.

a. Animals maintained or kept. That no poultry, horse, colt, goat, cattle, sheep or swine shall be raised, housed, maintained or kept in the City for more than forty-eight (48) hours.

2.02 POLICE TO ENFORCE. It is hereby made the duty of the City Police Department to take up and impound in some safe and suitable enclosure any poultry, animal or animals aforesaid found running at large within the corporate limits of said City.

2.03 UNCLAIMED ANIMALS. If such poultry, animals or animal are not claimed and the charges paid within three (3) days from the date of impounding, the City Police department shall provide notice by publication in the city newspaper or posting up to three notices in conspicuous places in said City, that on the fifth day after such notice is given he will proceed to sell the same at a time and place named in such notice to the highest bidder for cash.

2.04 DISPOSITION OF FUNDS. After deducting from the proceeds of said sale the amount of all charges which may have incurred, including the expense of impounding, keeping and advertising the same, proceeds shall be kept by the City Treasurer of said City to be held for the use of the owner or owners if they shall appear within one (1) year from such sale and prove to the council that such poultry, animal or animals were theirs, in which case an order for such balance shall be drawn in favor of such claimant or claimants upon said treasurer, who shall pay the same after deducting five percent (5%) as a city fee.

2.05 FUNDS FORFEITED TO CITY. That if no person or persons appear within one (1) year from the date of said sale and established his or their ownership to said poultry, animal or animals, then such money in the hands of the treasurer shall be forfeited to said City.

2.06 DUTIES OF POLICE. It shall be the duty of the City Police Department to Provide proper sustenance for such poultry, animal or animals so impounded.

2.07 DOG LICENSING AND REGULATION

2.08 DEFINITIONS. As used in this Ordinance, the terms defined in this section Shall have the following meanings ascribed to them:

a. Animal Control Officer means any employee of the City of Springfield who holds that employment position and job classification within the City of Springfield. The Animal Control Officer shall be primarily responsible for responding to domestic animal and non-domestic animal related problems and the enforcement of ordinances and statutes.

b. Cat means both male and female of the Felidae species.

c. Dangerous Dog means any dog that has:

(1) without provocation, inflicted substantial bodily harm on a human being on public or private property; or

(2) killed a domestic dog without provocation while off the owner’s property; or

(3) been found to be potentially dangerous, and after the owner has been sent notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or other domestic dogs.

d. Dog means both male and female of the canine species.

e. “Domestic animals” shall mean those animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, gerbils, hamsters, guinea pigs, domesticated rabbits, fish, non-poisonous, non-venomous and non-constricting reptiles or amphibians, and other similar animals.

f. “Non-domesticated animals” shall mean those animals commonly considered to be naturally wild and not naturally trained or domesticated, or which are commonly considered to be inherently dangerous to the health safety, and welfare of people. Unless otherwise defined, such animals include:

(1) Any member of the large cat family (family Felidae) including lions, tigers, cougars, bobcats, leopards and jaguars, but excluding commonly accepted domesticated house cats.

(2) Any naturally wild member of the canine family (family Canidae) including wolves, foxes, coyotes, dingoes, and jackals, but excluding commonly accepted domesticated dogs.

(3) Any crossbreeds such as the crossbreed between a wolf and a dog, unless the crossbreed is commonly accepted as a domesticated house pet.

(4) Any member of relative of the rodent family including any skunk (whether or not de-scented), racoon, squirrel, or ferret, but excluding those members otherwise defined or commonly accepted as domestic pets.

(5) Any poisonous, venomous, constricting, or inherently dangerous member of the reptile or amphibian families including rattlesnakes, boa constrictors, pit vipers, crocodiles and alligators.

(6) Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this subpart, including but not limited to the bears, deer, monkeys and game fish.

g. Owner means any person owning, or keeping, harboring or maintaining a dog or cat within the City. A dog or cat shall be deemed to be harbored if it is fed or sheltered for three days or more.

h. Potentially dangerous dog means any dog that:

(1) when unprovoked, inflicts bites on a human or domestic dog on public or private property; or

(2) when unprovoked, chases or approaches a person upon the streets, sidewalks or any public or private property, other than the dog owners property, in an apparent attitude of attack; or

(3) has a known propensity, tendency or disposition to attack without provocation causing injury or otherwise threatening the safety of humans or other domestic dogs.

2.09 RUNNING AT LARGE PROHIBITED. It is unlawful for the owner of any dog to permit such dog to run at large. Any dog shall be deemed to be running at large with the permission of the owner unless it is: 1) on a durable leash secured to an object which it cannot move and on the premises of the owner; 2) secured on the premises of the owner by a wireless dog fence which is setback a minimum of five (5) feet from all property lines and which is marked by advisory signage informing pedestrians of such wireless fence; 3) on a leash and under the control of an accompanying person of suitable age and discretion; or 4) effectively confined within a motor vehicle, building, or enclosure. (2023, Ord. No. 446)

2.10 VACCINATION. All dogs and cats kept harbored, maintained, or transported within the City shall be vaccinated at least once every three years by a licensed veterinarian for rabies and distemper. A certificate of vaccination must be kept on which is stated the date of vaccination, owner's name and address, the animal's name (if applicable), sex, description and weight, the type of vaccine, and the veterinarian's signature. Upon demand made by the City, the owner shall present for examination the required certificate(s) of vaccination for the animal(s). In cases where certificates are not presented, the owner or keeper of the animal(s) shall have seven days in which to present the certificate(s) to the City. Failure to do so shall be deemed a violation of this section.

2.11 ADOPTION OF FEES. All fees for the licensing, impounding and maintenance of dogs or cats, including penalties for late application, may be fixed and determined by the Council, adopted by resolution, and uniformly enforced. Such fees may from time to time be amended by the Council by resolution. A copy of the resolution setting forth currently effective fees shall be kept on File in the office of the City Clerk and open to inspection during regular business hours.

2.12 OWNER OBLIGATION FOR PROPER CARE. No owner shall fail to provide any dog or cat with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering and with humane care and treatment. No person shall beat, treat cruelly, torment or otherwise abuse any dog or cat or cause or permit any dog or cat fight. No owner shall abandon any dog or cat.

2.13 ANIMAL POUND. A City animal pound is established which shall be at such location either within or without the City as the City Council, by resolution, shall designate. The animal control officer shall attend to the maintenance of such pound and when requested shall file a report with the City Council relating to the operation of such pound. The pound shall be maintained in a clean and orderly manner.

2.14 IMPOUNDMENT.

a. Any dog or cat found in the City running at large, or any dog or cat otherwise in violation of this Section, shall be placed in the Animal Pound, and an accurate record of the time of such placement shall be kept on each dog and cat. Impoundment records shall be preserved for at least six months and shall show (1) the description of the dog or cat by specie, breed, sex, approximate age, and other distinguishing traits; (2) the location at which the dog or cat was seized; (3) the date of seizure, (4) the name and address of the person from whom any dog or cat three months of age or over was received; and (5) the name and address of the person to whom any dog or cat three months of age or over was transferred.

b. Any animal lawfully impounded by the City shall be held for at least five (5) regular business days at the shelter, consistent with Minnesota Statutes § 346.47, as amended. Animals suspected of rabies may be held for 10 days. Animals impounded as the result of animal neglect, animal cruelty, abandonment, or any other criminal investigation or offense may be held for a longer period when necessary to preserve evidence or protect the animal. The length of such detention shall be determined by the Chief of Police or the Chief's designee.

c. If unclaimed, upon expiration of the applicable holding period, the City shall: (1) Transfer the animal to the Brown County Humane Society or another licensed animal welfare organization; (2) Offer the animal for adoption; (3) Humanely euthanize the animal; or (4) Ear-tipped or otherwise identifiable spayed or neutered feral cats may be returned to the location where they were captured.

2.15 NOTICE OF IMPOUNDING. Upon the impounding of any dog or cat, the owner shall be notified, or if the owner of the dog or cat is unknown, written notice shall be posted for five (5) days at the Municipal Office Building, which notice shall be in substantially the following form:

NOTICE OF IMPOUNDING DOG OR CAT

Date:

To Whom it May Concern:

I have this day taken up and impounded in the Animal Pound of the City of Springfield a dog/cat described as follows:

Sex
Color
Breed
Approximate Age
Name of Owner

NOTICE IS HEREBY GIVEN that unless said dog or cat is claimed and redeemed on or before ________ o'clock___.m. on the ______ day of _____________________, ________ said dog or cat will be disposed of.

________________________________ ______________________________

(Animal Control Officer) (Police Officer)

2.16 RELEASE FROM ANIMAL POUND. Dogs or cats shall be released to their owners, as follows:

a. If such dog or cat is owned by a resident of the City, after payment of the impounding fee, maintenance, and immunization fee.

b. If such dog or cat is owned by a person not a resident of the City, after immunization of any such dog or cat for rabies, and payment of the impounding fee and maintenance.

2.17 ADOPTION OF UNREDEEMED DOGS AND CATS. If any dog or cat impounded pursuant to this section is not redeemed by its owner, it may be made available for adoption as a pet by and at the discretion of the animal control officer.

2.18 SPAYING OR NEUTERING REQUIRED. When a dog or cat not previously sterilized is sold or released for adoption by the animal control officer, the buyer or adopting party must:

a. Sign a written agreement to have the dog or cat sterilized. If the dog or cat is less than six (6) months old, the buyer or adopting party shall agree to have the dog or cat sterilized by the age of six (6) months. If the dog or cat is more than six (6) months old, the buyer or adopting party shall agree to have the dog or cat sterilized within thirty (30) days of purchase or adoption; and

b. Deposit with the animal pound a fee to help cover the cost of sterilization and administration. The fee shall be set by the City Council upon recommendation by the animal control officer.

c. Upon receipt by the animal control officer of a signed statement from a veterinarian attesting that the dog or cat has been sterilized, the animal control officer shall remit the deposited fee, less any administrative fee, to the veterinarian.

d. No person, having agreed in writing to have a dog or cat sterilized pursuant to this section, shall intentionally fail or refuse to have such sterilization performed within the time specified in the agreement. Violation of this subsection is a petty misdemeanor punishable by a fine not to exceed Two Hundred and no/100 ($200.00) Dollars. Further, the animal control officer is authorized to seize any dog or cat which the owner has failed to sterilize in accordance with this section and to resell the dog or cat or destroy the dog or cat accordingly. In such a case, the fee deposited with the animal pound shall be forfeited.

e. Upon written application by the buyer or adopting party, the animal control officer may waive the provisions of this section requiring sterilization, upon a showing that the dog or cat is a verifiable purebred breeding dog or cat.

f. Nothing in this section shall be construed to authorize the animal control officer to sterilize a dog or cat which has been reclaimed by its owner, or for which the period to reclaim as owner has not expired.

2.19 IMMOBILIZATION OF DOGS AND CATS. For the purpose of enforcement of this Section any peace officer, or person whose duty is animal control, may use a so-called tranquilizer gun or other instrument for the purpose of immobilizing and catching a dog or cat.

2.20 BARKING DOGS.

a. It shall constitute a nuisance and be unlawful if any dog barks, whines, howls, bays, cries, or makes other noise excessively so as to cause annoyance, disturbance or discomfort to any individual provided that such noise lasts for a period of more than five minutes continuously or intermittent barking that continues for more than one hour and is plainly audible from a distance of 100 feet or more from the premises where the dog is kept. It shall not be a violation of this section if the dog was barking, crying, or making other noise due to harassment or injury to the dog or a trespass upon the premises where the dog is located.

b. Penalty. A first time violation of this section shall be deemed a petty misdemeanor.

c. Seizure of Barking Dogs Noise Abatement. Any police officer or animal control officer may enter onto private property and seize any barking dog, provided that the following conditions exist:

(1) There is an identified complainant other than the police or animal control officer making a contemporaneous complaint about the barking.

(2) The officer reasonably believes that the barking meets the criteria set forth in Subdivision 21.a;

(3) The officer can demonstrate that there has been at least one previous complaint of a dog barking at this address on a prior date;

(4) The officer has made reasonable attempts to contact the owner of the dog(s) or the owner of the property and those attempts have either failed or have been ignored.

(5) The seizure will not involve forced entry into a private residence. Use of a passkey obtained from a property manager, landlord, innkeeper, or other person authorized to have such a key shall not be considered as a forced entry.

(6) No other less intrusive means to stop the barking is available; and,

(7) Written notice of the seizure is left in a conspicuous place if personal contact with the owner of the dog is not possible.

d. Disposition of Seized Dogs. Any dog seized under the provisions of Subdivision c shall be taken to the animal pound and kept there to be reclaimed by the owner. No impound fee shall be charged unless the circumstances indicate that the owner failed to cooperate with or obstructed the animal control or police officer’s attempts to abate the noise through other less intrusive means. The owner shall pay all other fees required under this Section. Any dog or cat seized under Subdivision c which is unclaimed may be disposed of according to the provisions of Subdivision 3 or Subdivision 15.

2.21 INTERFERING WITH ANIMAL CONTROL OFFICER. No person shall in any manner molest, hinder or interfere with the animal control officer, his agent, any police officer, or any other individual employed directly or by contract with the city to capture dogs or cats and convey them to the animal pound while such person is engaged in such occupation.

2.22 DANGEROUS DOGS. No person may own, possess, keep, harbor, maintain or otherwise have a dangerous dog in the City.

a. Notice of Potentially Dangerous or Dangerous Dogs. If after an investigation conducted by the animal control officer or a Springfield Police Officer, it is determined that a dog is potentially dangerous or dangerous according to the criteria described in Subdivision 8, the animal control officer or Springfield Police Department will serve a notice of intent to declare the dog potentially dangerous or dangerous dog on the owner of the dog in question. This notice shall inform the owner of this designation, the basis for the determination, the procedures for contesting the designation as described in Subdivision b below, and the result of the failure to contest the designation as described in Subdivision h. below.

b. Contesting Declaration of Dangerous or Potentially Dangerous Dogs. If the owner of a dog has received a notice of intent to declare a dog as a potentially dangerous or dangerous dog, the owner may request that a hearing be conducted to determine whether or not such a designation is justified. The request must be made in writing and delivered to the animal control officer or Springfield Police Department within fourteen (14) days of receipt of the notice of intent to declare a dog as potentially dangerous or dangerous.

c. Initial Review. Upon receipt of such request, the animal control officer of Springfield Police Department will forward the request along with all necessary supporting documentation to the City Attorney. The City Attorney will make an initial review of the evidence supporting the notice designation to convene a hearing of the Animal Control Review Panel. If there is insufficient evidence supporting the designation, the City Attorney shall withdraw the designation and none of the requirements of this ordinance applying to dangerous or potentially dangerous dogs shall apply to the dog in question. If there is sufficient evidence that the Review Panel could uphold the designation, the City Attorney will cause this notice to be brought to the attention of the Review Panel that will conduct the hearing.

d. Hearing Procedure. This Review Panel will consist of two council members as appointed by the Mayor, and an elector who resides within the City. The panel will schedule a hearing and may call witnesses and review documents as needed to make a determination on the issue. Owners shall have the right to present evidence on their behalf and to cross-examine any witnesses. A simple majority of the members of the panel is necessary for a finding that the dog is either dangerous or potentially dangerous. The burden of proof is on the animal control officer or Springfield Police Department. A finding supporting a designation of dangerous or potentially dangerous dog must be proven by a preponderance of the evidence. The decision of the Panel shall be in writing and shall indicate the reasons for the findings. A copy of the findings shall be provided to the animal control officer, Springfield Police Department, and the dog owner.

e. Effect of Findings that Dog is Dangerous. If the panel finds there is sufficient basis to declare a dog as potentially dangerous or dangerous, that finding will serve as notice to the owner that the dog is in fact a potentially dangerous or dangerous dog. Within fourteen (14) days after the owner has received notice that the dog is dangerous, the owner or the owner must cause the dog to be humanely destroyed or removed from the City limits.

f. Appeal. If the owner of the dog disputes the decision of the Review Panel, the owner shall have the right to appeal the decision to the Springfield City Council. The appeal must be filed with the City Clerk within fourteen (14) days of the panel's ruling. If the owner of the dog disputes the findings of the City Council, the owner may appeal to the Minnesota Court of Appeals as provided by state law.

g. Mayor to Appoint Veterinarian and Substitute Panel Members. The Mayor of the City of Springfield may appoint a veterinarian to serve on the hearing panel on a voluntary basis in lieu of the elector. Such appointment shall continue in effect until the appointee resigns or is replaced by the Mayor. In the event the veterinarian is temporarily unavailable or has a personal interest in the outcome of the proceeding, the Mayor may appoint another veterinarian to replace the initial appointee on the Panel. In addition, in the event either of the city council members are temporarily unavailable or have a personal interest in the outcome of the proceeding, the Mayor may appoint other members of he city council or city staff to sit in their place.

h. Failure to Contest Norice of Intent to Declare. If the owner of a dog receives a notice from the animal control officer or Springfield Police Department of the intent to declare the dog as potentially dangerous or dangerous, and the owner fails to contest that notice within fourteen (14) days, the owner shall be considered as having forfeited the right to the hearing described in Subdivision d as having consented to the designation of the dog as potentially dangerous or dangerous by default. The animal control officer or Springfield Police Department will then issue a declaration of dangerous or potentially dangerous dog to the owner. Within fourteen (14) days after the owner has received notice that the dog is dangerous, the owner must cause the dog to be humanely destroyed or removed from the City limits.

i. Seizure of Dangerous Dogs and Violations. The animal control officer shall or any police officer may immediately seize any dangerous dog and/or issue a citation to the owner of any dangerous dog if within fourteen (14) days after the owner has received notice that the dog is dangerous, the dog is not humanely destroyed or removed from the City limits.

j. Exemptions. Dogs may not be declared dangerous if the threat, injury or damage was sustained by a person;

(1) who was at the time of injury committing or attempting to commit a willful trespass or other tort or crime upon the premises occupied by the dog; or

(2) who was provoking, tormenting, teasing, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, teased, abused, or assaulted the dog;

(3) who was committing or attempting to commit a crime.

k. Law Enforcement Exemption. The provisions of this section do not apply to trained dogs used by law enforcement personnel officials for police work.

2.23 NON-DOMESTIC ANIMALS. It shall be illegal for any person to own, possess, harbor, or offer for sale, any non-domestic animal within the City limits. Any owner of such an animal at the time of adoption of this Code shall have thirty days in which to remove the animal from the City after which time the City may impound the animal as provided for in this Section. An exception shall be made to this prohibition for animals specifically trained for and actually providing assistance to the handicapped or disabled, and for those animals brought into the City as part of an operating zoo, veterinarian clinic, scientific research laboratory or a licensed show or exhibition.

2.24 KENNELS.

a. Definition of Kennel. The keeping of four or more dogs, four or more cats, or a combination of dogs and cats totaling more than four animals on the same premises, whether owned by the same person or not and for whatever purpose kept, shall constitute a “kennel;” except that a fresh litter of pups or kittens may be kept for a period of three months before such keeping shall be deemed to be a “kennel.”

b. Kennel as a Nuisance. Because the keeping of four or more dogs, four or more cats, or a combination of dogs and cats totaling more than four animals on the same premises is subject to great abuse, causing discomfort to persons in the area by way of smell, noise, hazard, and general aesthetic depreciation, the keeping of four or more dogs and cats on the premises is hereby declared to be a nuisance and no person shall keep or maintain a kennel within the City.

c. Paragraph b above shall not apply to any kennel that meets the following conditions.

(1) The kennel is located in any area that is zoned industrial;

(2) The property on which the kennel is located is not used as a residence for any individual; and

(3) The kennel, as defined by Section 2.25 (a.), is operated and maintained to the same standard required for kennels as defined by Minnesota Statutes. (2022, Ord. No. 445)

2.25 ENFORCEMENT. The animal control officer or police officer may enter upon private land where there is reasonable cause to believe this Section is being violated. Any person who brings a dog into the City is subject to this Section.

2.26 SUMMARY DESTRUCTION. Notwithstanding the provisions set forth in this ordinance establishing the procedure to declare a dog dangerous, whenever the animal control officer or a police officer has reasonable cause to believe that a particular dog or cat presents a clear and immediate danger to residents of the City because it is infected with rabies or because of a clearly demonstrated vicious nature, said officer, after making reasonable attempts to impound such dog or cat, may summarily destroy said dog or cat.

2.27 PENALTIES. Violations of Sections 2.22, 2.23, 2.24 are declared to be misdemeanor offenses and are punishable by a fine and/or jail in that amount which may be lawfully prescribed by a municipality for an Ordinance violation that is defined as a misdemeanor. All other violations of Chapter 2 of the City Code are declared to be petty misdemeanor offenses and are punishable by a fine and in that amount which may be lawfully prescribed by a municipality for an ordinance violation that is defined as a petty misdemeanor. (2018, Ord. No. 423)

2.28 REPEALED.

2.29 DOGS IN PARKS. It is unlawful for any person who owns or has control of any cat or dog to allow or permit the same to enter any city park unless such dog or cat is on a leash and attended by the owner or person in control thereof.

2.30 DEFECATION. It is unlawful for any person who owns or has control of a dog to cause or permit such dog to defecate on any private property without the consent of the property owner, or on any public property unless such person immediately removes the excrement and places it in a proper receptacle. The provisions of this section do not apply to seeing eye dogs under the control of a blind person.

2.31 PENALTIES. Violation of this ordinance shall be a petty misdemeanor and upon the first conviction shall be punishable with a fine of Twenty-five and no/100 ($25.00) Dollars; upon a second conviction it shall be punishable with a fine of Fifty and no/100 ($50.00) Dollars; upon a third conviction it shall be punishable with a fine of Seventy-five and no/100 ($75.00) Dollars; and upon a fourth conviction and subsequent convictions, it shall be punishable with a fine of One Hundred and no/100 ($100.00) Dollars. (1999, Ord. No. 343)

CITY OF SPRINGFIELD
RESOLUTION #26-081202
RESOLUTION APPROVING PUBLICATION OF ORDINANCE NO. _____ BY TITLE AND SUMMARY

WHEREAS, the Springfield City Council has adopted Ordinance No. _____, an ordinance amending Chapter 2 of the Springfield City Code relating to animal regulations; and

WHEREAS, Minnesota Statutes, Section 331A.01, Subdivision 10, authorizes a statutory city to publish the title and a summary of an ordinance in lieu of publishing the entire ordinance when the City Council determines that publication of the title and summary will clearly inform the public of the intent and effect of the ordinance.

WHEREAS, the City Council has reviewed the proposed summary of Ordinance No. _____ and finds that the summary accurately and clearly informs the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Springfield, Minnesota, hereby approves the following summary for publication pursuant to Minnesota Statutes, Section 331A.01, Subdivision 10:

SUMMARY OF ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 OF THE SPRINGFIELD CITY CODE RELATING TO ANIMAL REGULATIONS

Ordinance No. _____ updates and reorganizes Chapter 2 of the Springfield City Code governing animals. The ordinance modernizes the City's animal regulations, clarifies enforcement procedures, and updates provisions to better reflect current Minnesota law and accepted animal control practices.

Among other changes, the ordinance removes the City's existing dog and cat licensing requirements, updates vaccination, impoundment, redemption, adoption, and enforcement procedures, clarifies the authority of animal control officers and law enforcement, maintains the City's prohibition on livestock and dangerous dogs, continues regulations governing barking dogs, kennels, and non-domestic animals, authorizes the return of identifiable sterilized community (feral) cats through recognized trap-neuter-return programs, and updates penalty, administrative, and procedural provisions throughout Chapter 2. The ordinance also makes organizational, numbering, and cross-reference revisions to improve clarity and administration of the City Code.

A printed copy of the complete ordinance is available for inspection during regular business hours at the Office of the City Clerk at Springfield City Hall. Copies are also available upon request by standard mail or electronic mail.

This Resolution shall be effective immediately upon its adoption.

Adopted by the Springfield City Council this 12th day of August, 2026, by a four-fifths (4/5) vote of the City Council.

[seal]

Attest:

____

Lowell Helget, Mayor

____

Justtina Erickson, City Clerk

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

July 28, 2026

Amber Dale, City Manager
City of Springfield
2 E Central Street
Springfield, MN 56087

Dear Ms. Dale:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-27-0119-016-2026** at Springfield 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 **August 21, 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,

ELindsay Terry

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	July 28, 2026
Airport/Planning Area	Springfield Municipal Airport
Airport Grant Number	3-27-0119-016-2026
Unique Entity Identifier	CL2GBMM1LNE3

TO: City of Springfield

(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 May 05, 2026, for a grant of federal funds for a project at or associated with the Springfield Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Springfield Municipal Airport (herein called the “Project”) consisting of the following:

Reconstruct Runway Lighting 13/31 - Phase 3 AIP Portion (76.5038%), Reconstruct 2 box PAPI AIP Portion (76.5038%), Reconstruct REIL AIP Portion (76.5038%)

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 **$361,784**.

   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
   $361,784 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. IIJA 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 **August 14, 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. 17-58), 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. <u>Ban on Texting While Driving</u>.

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. <u>Trafficking in Persons</u>.

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 August 06, 1973, 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. **<u>Lighting</u>.** The sponsor must operate and maintain lighting systems during the useful life of the system in accordance with applicable FAA standards.

32. **<u>Airport - Owned Visual or Electronic Navigation Aids in Project</u>.** 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

E Lindsay Terry

(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 ______________________________

City of Springfield
(Name of Sponsor)

=
____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(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, , 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 ______________________________

By: ______________________________
(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 Construction[1]

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 Springfield**), 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 May 05, 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 Disadvantage 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).

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

July 28, 2026

Amber Dale, City Manager
City of Springfield
2 E Central Street
Springfield, MN 56087

Dear Ms. Dale:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) **Project No. 3-27-0119-017-2026** at Springfield 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 **August 14, 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,

ELindsay Terry

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	July 28, 2026
Airport/Planning Area	Springfield Municipal Airport
Airport Grant Number	3-27-0119-017-2026
Unique Entity Identifier	CL2GBMM1LNE3

TO: City of Springfield

(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 May 05, 2026, for a grant of federal funds for a project at or associated with the Springfield Municipal Airport, which is included as part of this Grant Agreement; and

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

Reconstruct Runway Lighting 13/31 - Phase 4 AIG Portion (23.4962%), Reconstruct 2 box PAPI AIG Portion (23.4962%), Reconstruct REIL AIG Portion (23.4962%)

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 **$111,113**.

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
$111,113 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. IIJA 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 **August 14, 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. 17-58), 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 August 06, 1973, 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. Lighting. The sponsor must operate and maintain lighting systems during the useful life of the system in accordance with applicable FAA standards.

32. 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

E Lindsay Terry

(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 ______________________________

City of Springfield
(Name of Sponsor)

=

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(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, , 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 ______________________________

By: ______________________________

(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 Construction[1]

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 Springfield**), 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 May 05, 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 Disadvantage 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).

CITY OF SPRINGFIELD
2 EAST CENTRAL STREET, SPRINGFIELD, MINNESOTA 56087 TEL. 507-723-3500 Fax 507-723-6210

August 12th, 2026

Luke Bourassa
South Region Engineer
MnDOT Office of Aeronautics.
Luke.bourassa@state.mn.us

Dear Mr. Bourassa,

On behalf of the City of Springfield, I am writing to formally accept the Minnesota Department of Transportation Office of Aeronautics **State Fiscal Year (SFY) 2027 Airport Maintenance and Operation Grant** in the amount of **$8,050** for the update of the **Stormwater Pollution Prevention Plan (SWPPP)** at the Springfield Municipal Airport (D42).

The City of Springfield appreciates the State's investment in maintaining safe and compliant airport facilities. The City accepts the grant award and will agree to complete the SWPPP update in accordance with the terms and conditions of the SFY 2027 grant agreement.

If you have any further questions regarding this grant acceptance, please contact me directly at 507-723-3524.

Sincerely,

Amber Dale
City Manager
City of Springfield
2 East Central Street
Springfield, MN 56087
507-723-3500

TASK ORDER #2023-03

TO

PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

BETWEEN: Springfield Municipal Airport ("CLIENT")
Springfield, Minnesota

AND: Mead and Hunt, Inc. ("CONSULTANT")
A Wisconsin Corporation

TASK ORDER EFFECTIVE DATE: **July 29, 2026**

RECITALS

This is the 2023-03 Task Order to the PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT dated effective June 6, 2023, between the CLIENT and CONSULTANT ("AGREEMENT").

AGREEMENT

1. Services to be provided. The Scope of Services is to: provide an updated Storm Water Pollution Prevention Plan (SWPPP). The full Scope of Services is defined in Exhibit A.

2. Schedule. The project shall be completed December 2026.

3. Consideration. The services shall be provided for the lump sum of $11,701.25, as described in Exhibit B. Progress payments shall be made in accordance with the CONTRACT.

APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT. All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT.

Accepted by: SPRINGFIELD MINICIPAL AIRPORT Approved by: MEAD AND HUNT, INC.

By:	________________	By:	Taylor Peterson
Name:	________________	Name:	Taylor Peterson
Title:	________________	Title:	Project Manager
	The above person is authorized to sign for Client and bind the Client to the terms hereof.		
Date:	________________	Date:	July 29, 2026
		Approval:	Bryan Page
			Authorized Reviewer Signature
		Name:	Bryan Page
		Title:	Vice President

Exhibit A to Task Order 2023-3
Scope of Services

Update to Storm Water Pollution Prevention Plan (SWPPP)

Springfield Municipal Airport
Springfield, Minnesota

PROJECT UNDERSTANDING

This project will provide Springfield Municipal Airport (Airport) with an updated Storm Water Pollution Prevention Plan (SWPPP) to meet the requirements of the Minnesota Pollution Control Agency's (MPCA) Industrial Storm Water Multi-Sector General Permit. Stormwater permittees in Minnesota are regulated by a general permit that is reissued every five years. Requirements for the SWPPP include the document is completed/updated before the permit application is submitted to the MPCA. Once the permit is in place the SWPPP is kept at the facility and can be made available for review within 72 hours of a request.

Mead & Hunt, Inc. (Mead & Hunt) completed an update to the SWPPP for the Airport in 2022. Since this SWPPP was completed significant drainage and construction updates have occurred at the airport necessitating an update to the overall SWPPP.

SCOPE OF SERVICES

Mead & Hunt shall perform the following services for the Airport:

Task 1 - SITE INVESTIGATION

- Coordination meeting before beginning our work.
- Gather existing available information for review. After reviewing the existing available information, perform a site reconnaissance to determine what changes have been made that will need to be noted on the facility map and quantify missing information. Items that will need to be noted include:
  - All new impervious surfaces
  - Any changes in direction of storm water flow
  - Location of all new or expanded industrial activities
  - Location of any dumpsters
  - Location of new structural best management practices (BMP's)
  - Location of any new non-storm discharges

  The Site reconnaissance will be documented through photographs and field notes.
- Interview the Airport staff, fixed base operator and other users of the Airport to gather background information needed in order to complete the study. Items that will need to be noted include:
  - Changes to the pollution prevention team
  - Personnel trained to conduct inspections
  - A spill history for each facility
  - Information on current training and inspection procedures
  - Inspection records
  - BMP maintenance records
  - Results from Stormwater sampling

  - Stormwater monitoring reports
  - Employee training program information
  - Maintenance of stormwater control measures

Task 2 - SWPPP PREPARATION

- Update existing SWPPP to include all necessary items to make sure the SWPPP is complete. Items that will need to be updated include:
  - Industrial activities taking place and significant material at the facility
  - Regulatory review
  - Facility description
  - Assessment of materials and associated pollutants
  - Storm water control measures implementation
  - Inspection records
  - BMP maintenance
  - Monitoring plan including sampling coordination

- Update the Facility Map to include:
  - Updates made to the fueling location
  - New building location
  - Non-storm water discharge such as sanitary sewer piping
  - Benchmark and effluent Monitoring location(s)
- Recommend and prioritize improvements that may be necessary to the site to meet the SWPPP requirements.
- Submit the draft SWPPP to the Airport for review and comment.
- After Airport's review, one telephone conference to discuss the draft SWPPP.
- Revise the draft SWPPP based on comments received.
- Submit three (3) final hard copies of the SWPPP to the Airport.
- Submit final SWPPP electronically in .pdf format.
- Complete new permit application for Airport's use.

RESPONSIBILITIES OF SPRINGFIELD MUNICIPAL AIRPORT

Our Scope of Services and Compensation are based on Springfield Municipal Airport performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Coordinate and arrange meetings with Airport staff, fixed base operator, the airlines, and other users of the Airport.
- Access to the project site
- Available data, drawings, and information related to the project, such as:
  - Most current aerial photography
  - Water quality monitoring data
- Review of draft SWPPP within two (2) weeks of receipt.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

- Storm Water Permit Application fees.

SCHEDULE

The Scope of Services shall be performed per the following schedule:

- Receive authorization to proceed (NTP)
- Inspection of the Springfield Municipal Airport - 60 days of NTP
- Draft SWPPP to the City for review and comment – 90 days after site visit
- Final SWPPP delivered to City – 100 days after site visit

Note that Mead & Hunt is not responsible for delays in the schedule due to agency reviews or Airport caused delays.

DELIVERABLES

The deliverables to be provided under this agreement include:

- Storm Water Pollution Prevention Plan (SWPPP)
- Update to industrial multi-sector permit for the Springfield Municipal Airport

COMPENSATION

The work described under the Scope of Services will be performed on a lump sum basis in accordance with the detailed cost breakdown, which is included as **Exhibit B**.

The Airport will be billed monthly for services performed the previous month.

Prior written approval to increase the authorized budget must be received before incurring any charges in excess of the pricing totals.

End of Exhibit A

Task Order 2023-03 Exhibit B Aviation Services Engineering Fee Proposal

AIRPORT: Springfield Municipal Airport
LOCATION: Springfield, Minnesota
AIP PROJECT NO. N/A
PROJECT DESCRIPTION: SWPPP Update 2026

		Engineering Fee
	Task 1 - Site Investigation	
1.1	Coordination Meeting	$512.50
1.2	Site Reconnaissance	$1,160.00
1.3	Interview	$232.00
	Expenses	$522.50
	SUBTOTAL TASK 1	$2,427.00
	Task 2 - SWPPP Preparation	
2.1	Regulatory Review	$790.00
2.2	Update Facility Maps	$2,320.00
2.3	Coordinate Monitoring with Airport	$1,254.00
2.4	Revise SWPPP	$2,967.00
2.5	Final SWPPP & Permitting	$1,282.00
	Expenses	$661.25
	SUBTOTAL TASK 2	$9,274.25
	TOTAL MEAD & HUNT FEES	**$11,701.25**

Item No.		Senior Associate $329.00	Project Manager $232.00	Engineer II $163.00	Cadd Tech $153.00	Technical Editor $107.00	Total Hours	Rate	Cost Summary
	Task 1 - Site Investigation								
1.1	**Coordination Meeting**								
	Estimated Total Man-hours	**0.5**	**1.5**	**0**		**0**	**2**		$512.50
	Summary Costs	$164.50	$348.00	$0.00	$0.00	$0.00			**$512.50**
1.2	**Site Reconnaissance**								
	Estimated Total Man-hours	**0**	**5**	**0**	**0**	**0**	**5**		$1,160.00
	Summary Costs	$0.00	$1,160.00	$0.00	$0.00	$0.00			**$1,160.00**
1.3	**Interview**								
	Estimated Total Man-hours	**0**	**1**	**0**		**0**	**1**		$232.00
	Summary Costs	$0.00	$232.00	$0.00	$0.00	$0.00			**$232.00**
	Expenses							**Rate**	
	Auto					0	0 Days	$75.00	$0.00
	Mileage			250			500	$0.73	$362.50
	Lodging						1	$80.00	$80.00
	Airline Costs						0	$500.00	$0.00
	Meals			1			1	$30.00	$30.00
	Reproductions					1	1	$50.00	$50.00
								Total Expenses	**$522.50**
	Task 2 - SWPPP Preparation								
2.1	**Regulatory Review**								
	Estimated Total Man-hours	**0**	**2**	**2**	**0**	**0**	**4**		$790.00
	Summary Costs	$0.00	$464.00	$326.00	$0.00	$0.00			**$790.00**
2.2	**Update Facility Maps**								
	Estimated Total Man-hours	**0**	**2**	**2**	**10**	**0**	**14**		$2,320.00
	Summary Costs	$0.00	$464.00	$326.00	$1,530.00	$0.00			**$2,320.00**
2.3	**Coordinate Monitoring with Airport**								
	Estimated Total Man-hours	**0**	**4**	**2**	**0**	**0**	**6**		$1,254.00
	Summary Costs	$0.00	$928.00	$326.00	$0.00	$0.00			**$1,254.00**
2.4	**Revise SWPPP**								
2	**Estimated Total Man-hours**	**1**	**5**	**4**	**4**	**2**	**16**		$2,967.00
Costs	Summary Costs	$329.00	$1,160.00	$652.00	$612.00	$214.00			**$2,967.00**
2.5	**Final SWPPP & Permitting**								
	Estimated Total Man-hours	**0**	**3**	**2**	**1**	**1**	**7**		$1,282.00
	Summary Costs	$0.00	$696.00	$326.00	$153.00	$107.00			**$1,282.00**
	Expenses							**Rate**	
	Permit Fee			1			1	$400.00	$400.00
	Mileage			250			250 Miles	$0.73	$181.25
	Lodging			0			0 Days	$80.00	$0.00
	Airline Costs			0			0 Trips	$500.00	$0.00
	Meals			1			1	$30.00	$30.00
	Reproductions			1			1	$50.00	$50.00
								Total Expenses	**$661.25**
							TOTAL		**$11,701.25**

CITY OF SPRINGFIELD
RESOLUTION #26-081203

A Resolution Ordering Preparation of Report on Improvement

WHEREAS, Brown County has proposed to improve CSAH 3 including O'Connell Avenue from the railroad tracks to Central Street, Central Street from O'Connell Avenue to Cass Avenue, Cass Avenue between the bridge and Rock Street, as well as Wilson Street from Spring Avenue to O'Connell Avenue and the city plans to improve utilities and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

NOW THEREFORE, BE IT RESOLVED by the City Council of Springfield, Minnesota:

That the proposed improvement, called Improvement No. SAP 008-603-024 be referred to Bolton & Menk, Inc. for study and that that person is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted by the Springfield City Council this 12th day of August, 2026.

[seal]

Attest:

____
Lowell Helget, Mayor

____
Justtina Erickson, City Clerk

CONTRACT FOR LIQUOR CATERING AT SPRINGFIELD AREA COMMUNITY CENTER

THIS AGREEMENT is entered into this _______ day of ________________, _______, by and between Rock Street Tavern (Licensee) and the City of Springfield, a Minnesota municipal corporation (City).

The City of Springfield and the Licensee, holder of an on-sale liquor license in the City of Springfield, hereby agree to the following terms. The Licensee will provide exclusive liquor services for any event at the Springfield Area Community Center, upon request by the activity sponsor. This agreement shall remain in effect until December 31st, 2027. The current terms shall continue until a new contract is mutually agreed upon by both parties or either party gives a 90-day termination notice. Notice must be submitted to the City Manager and the owner of Rock Street Tavern in writing.

Terms:

1. Licensee shall provide such services if requested by the activity sponsor or Community Center, whenever the group to be served is in excess of 50 persons of legal drinking age. The City of Springfield may request the Licensee to serve groups of a smaller size. However, the City of Springfield is not obligated to have the Licensee serve alcohol for events of less than 50 persons, and the Licensee is not obligated to serve such events.
2. The parties acknowledge that this contract pertains only to on-sale services for the Community Center and does not apply when the event sponsor obtains liquor at off-sale for consumption on the premises. The Licensee's liquor liability shall not cover events where the licensee did not serve liquor.
3. The licensee shall not make any separate charge to the activity sponsor of a “minimum fee,” “flat fee,” or “set-up” charge. The drink charges shall not exceed a maximum price approved by the City of Springfield. All liquor fees should be included on the current liquor contract and will be submitted to the Community Facilities Board on an annual basis (December 1st of every year) and must be approved by the Community Facilities Board prior to contract renewal.
4. The licensee shall provide all liquor necessary to provide the liquor catering service, of such types and in such quantities as agreed upon in the written contract between the licensee and event sponsor. The licensee shall provide all supplies necessary to provide the liquor catering service.
5. The licensee shall furnish the City with a report, on a monthly basis, of gross receipts from the sale of liquor at the Springfield Area Community Center. The licensee shall also provide the Community Center Director with a copy of any invoice issued to an event sponsor. The licensee shall be responsible for payment of all sales taxes relating to drink sales.
6. The licensee shall obtain and maintain a retail on-sale liquor license in effect and provide a Certificate of Insurance for liquor liability to cover all events at which the licensee serves alcohol. The City of Springfield will be named as an additional insured on the Certificate.
7. The licensee shall pay all wages of employees assisting in providing such service, including all payroll taxes, and shall maintain workers' compensation relative to such employees.
8. The licensee shall employ a minimum number of event staff based on the number of guests expected at the event. Events up to 150 guests shall require one staff member, events from 151-300 guests shall require two staff members, and events over 300 guests shall require three staff members. Scheduled hours of the licensee’s event staff will be at the discretion of the licensee.
9. The licensee shall pay to the Springfield Area Community Center biannually for the rental beginning on January 1, 2027 (first half due the sum of $2,400.00 on July 1, 2027, and the 2nd half due the sum of $2,400.00 on December 31, 2027) for the area which the Licensee utilizes in providing liquor catering at the Springfield Area Community Center.

10. The licensee shall pay to the Springfield Area Community Center the sum of One Hundred Dollars and no/100 ($100.00) for each event scheduled from October 1, 2026, to December 31, 2026.
11. The licensee shall post two signs provided by the Community Center Director on the bar counter notifying event attendees during any time period where there is an open bar.
12. The licensee shall maintain the working area in a safe manner and adhere to all safety codes relevant to rental space.
13. The licensee shall dispose of all trash and recycling in the proper receptacles. This includes the breakdown and disposal of all cardboard boxes to the proper outdoor receptacles.
14. The licensee shall clean the lease area after each event with equipment provided by the Springfield Area Community Center. Examples of duties include, but are not limited to, the following: sweeping and mopping the floor, wiping down the coolers, countertops, backsplash, and any other surface that needs to be cleaned.
15. The licensee shall keep tables for the event clean and clear of empty glasses throughout the event.
16. It is the responsibility of the Licensee to review the Liquor Contract with the event sponsor and provide a fully executed copy to the Community Center Director within one month of the Event. The Liquor Contract must include the costs of liquor to be charged to the event sponsor.
17. The City will provide bar towels, rags, and trash bags for bartenders to use for all events at the Springfield Area Community Center.
18. The Community Center Director shall be present for deliveries at specified times to allow vendors access to areas for storage between the hours of 8 am and 4 pm, with notice of approximate times given in advance.
19. The Community Center Host may leave the event after 10 pm when all banquet serving duties are complete. Bar staff will be responsible for finishing their cleaning and locking doors at the end of the night.
20. At the end of the contract if the Licensee so requests, the City will again grant to Licensee a private club license for the Springfield Golf Club facility.
21. The licensee will not have access to a City computer due to privacy, but may utilize a printer if needed.
22. The licensee will empty the walk-in cooler upon request if no events are scheduled over the winter months.
23. The licensee will schedule pick-up of empty kegs, tanks, etc., on a timely basis.
24. The City agrees to maintain the Springfield Area Community Center facility at the discretion of the board.

CITY OF SPRINGFIELD	Rock Street Tavern
By:_________________________	By:__________________________
Its Mayor	Its Owner
Its:__________________________	By:__________________________
Its Clerk	

CITY OF SPRINGFIELD

REQUEST FOR PROPOSALS (RFP)

Exclusive Liquor Catering Services

Springfield Area Community Center

Issue Date: 7/22/2026

Proposal Due:

August 5th at 2 p.m.

Submit Proposals To:

City of Springfield
Liquor Catering
Attn: Heidi Wersal
2 East Central Avenue
Springfield, MN 56087

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1. PURPOSE

The City of Springfield is requesting proposals from qualified on-sale liquor license holders interested in providing liquor catering services at the Springfield Area Community Center.

The successful proposer will receive the exclusive right to provide alcohol service for qualifying events held at the Community Center under the terms and conditions established by the City.

The City intends to enter into an agreement with the proposer whose proposal is determined to be in the best interest of the City.

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2. CONTRACT TERM

The agreement will consist of two phases.

Phase I

October 1, 2026 – December 31, 2026

Because there is currently only one event scheduled during this period, the successful proposer shall pay:

$100 per event

Only liquor events actually held during this period shall be subject to the event fee.

Phase II

Beginning January 1, 2027

Beginning January 1, 2027, the successful proposer shall pay the City:

$4,900 per year rent

Rent shall be paid biannually (First half due July 1st and 2nd half due December 31st) and is intended to offset the City's costs associated with:

- Water, sewer, and electric utilities
- Rental of cooler space
- Rental of bar and storage space
- Cleaning and maintenance of beer tap lines as required
- Exclusive use of the liquor service area
- The exclusive right to sell alcoholic beverages at the Springfield Area Community Center
- Use of ice machine, carts, equipment at the Community Center

The contract will automatically renew for the following year unless either party gives at least 90 days' notice prior to January 1st of the next year.

---

3. SCOPE OF SERVICES

The successful proposer shall provide exclusive liquor catering services in accordance with the City's Liquor Catering Agreement, including but not limited to:

- Exclusive liquor service for qualifying events.
- Compliance with all federal, state, and local liquor laws.

- Maintaining all required liquor licenses.
- Maintaining liquor liability insurance naming the City as an additional insured.
- Providing all alcohol, mixers, supplies, and equipment necessary for service.
- Employing adequate event staff based upon attendance.
- Providing monthly sales reports and copies of invoices to the Community Center.
- Paying all applicable sales taxes.
- Cleaning the bar area after each event.
- Disposing of trash and recycling.
- Keeping guest tables free of empty glasses during events.
- Arranging for cleaning of beer tap lines every six months.
- Executing liquor contracts with event sponsors.
- Coordinating deliveries with Community Center staff.
- Maintaining the leased area in a clean and safe condition.
- Proposer will supply their own bar supplies such as pitchers, glasses, cups, pop machine, Point Of Sale devices, etc.

The successful proposer shall comply with all requirements contained in the City's Liquor Catering Agreement.

---

4. ANTICIPATED EVENT SCHEDULE

The following events were currently scheduled. This schedule is provided for informational purposes only and does not guarantee the number of events or revenues.

2026

- December 31, **2025** – SJLH Gala
- February 9 – Sparkle n-Dine
- March 14 – Dueling Pianos – Lions Event
- March 28 – Cattlemen's Steak Fry
- April 13 – SW Men's Choir Concert

- May 3 – Chamber Business of the Year Banquet
- June 6 – Lothert Wedding
- June 20 – Dauer/Barnes Wedding
- July 25 – Hoffbeck/Blomgren Wedding
- August 15 – Kaleih Velasco Quinceañera
- August 22 – Vogel/Lothert Wedding
- August 28 – McCone/Rummel Wedding
- September 5 – Christensen/Romsdahl Wedding
- September 12 – Schroepfer/McKay Wedding
- September 19 – Gerken/Sargent Wedding
- September 26 – Baumann/Lewandowski Wedding
- October 17 – Weelborg Wedding

2027

- January 2 – Regan/Schmitz Wedding
- January 16 – Cattlemen's Annual Meeting
- June 19 – Sandberg Wedding
- June 26 – Mathiowetz/Weilage Wedding
- July 17 – Hovland Wedding
- August 7 – Larsen Wedding
- August 21 – Peterson Wedding
- October 9 – Anna & Drew Myrick Wedding

The City reserves the right to add, remove, or reschedule events at any time.

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5. PROPOSAL REQUIREMENTS

Proposals shall include:

A. Business Information

- Business name
- Owner
- Address
- Telephone
- Email

B. Qualifications

Provide a description of:

- Experience providing liquor catering services
- Years in business
- Number of events liquor catered annually (if any)
- Staffing plan

C. Licensing

Provide copies of:

- Current On-Sale Liquor License
- Proof of Liquor Liability Insurance

D. References

Provide three references for similar services.

E. Proposed Rent

Annual Rent Beginning January 1, 2027:

$ 4,800 per year (Payable biannually.)

F. Alcohol Pricing

Attach complete alcohol pricing schedules for:

- 2026
- 2027

The Community Facilities Board must approve all drink pricing prior to implementation.

6. EVALUATION OF PROPOSALS

Proposals will be evaluated on, including but not limited to:

- Qualifications and experience
- Ability to provide quality customer service
- Financial proposal
- Proposed alcohol pricing
- References
- Responsiveness to the RFP
- Ability to meet all contract requirements

*****The City is not required to accept the highest rent proposal. The City reserves the right to award the contract based on overall qualifications, experience, responsiveness, proposed pricing, and what is determined to be in the best interest of the City. The City also reserves the right to reject any or all proposals and to waive informalities or irregularities in the proposal process.*****

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7. GENERAL CONDITIONS

The successful proposer shall execute the City's Liquor Catering Agreement prior to providing services.

The successful proposer shall comply with all provisions of the Liquor Catering Agreement, including future amendments approved by the City Council.

Failure to comply with contract requirements may constitute grounds for termination.

---

8. OWNER CERTIFICATION

I certify that I have read this Request for Proposals and the City's Liquor Catering Agreement.

I understand and agree to comply with all terms and conditions contained therein if selected by the City of Springfield.

I further certify that the proposed rental amount submitted below is my firm's offer to provide exclusive liquor catering services at the Springfield Area Community Center.

Proposed Annual Rent (Beginning January 1, 2027)

$ 4800 per year (Payable biannually 1st half by July 1st and 2nd half by December 31st)

Business Legal Name: Rock Street Tavern

Owner/Authorized Representative (Printed): Joel Pingeon

Signature: Joel Pingeon **Date:** 8-4-26

Rock Street Tavern

Bar and Restaurant

2026 & 2027 Community Center Beverage Prices

Rail Drinks	$ 4.50
Gin	$ 4.50
Windsor	$ 4.50
Captain Morgan	$ 4.50
Vodka	$ 4.50
Schnapps	$ 4.50
Black Velvet	$ 4.50
McMasters	$ 4.50
McGillicuddy's	$ 4.50
Christian Brothers	$ 4.50
E & J	$ 4.50
Bacardi/Limon/Malibu	$ 4.50
Jose	$ 4.50
Titos Vodka	$ 6.00
Stoli Vodka	$ 6.00
Grey Goose Vodka	$ 8.50
Bombay/Tanqueray	$ 6.00
Jack	$ 6.00
Crown Royal	$ 7.00
Scotch	$ 7.00
Pendelton	$ 7.00
Jameson	$ 6.00
Buffalo Trace	$ 7.00
Woodford	$ 8.50

Domestic Beers	$ 4.00
Specialty Beers	$ 5.00
Twisted Teas	$ 5.00
High Noon	$ 7.00
Frescas	$ 7.00
Carbliss	$ 7.00
White Claw	$ 7.00
Sun Cruiser	$ 7.00
Fountain Pops	$ 2.00
Bottle Pops	$ 3.00
1919 Cans	$ 4.00
Individual Bottle Wines	$ 5.00
Bottle Wines	$ 22.00
Kendall Jackson	$ 25.00
Box Wines	$ 40.00
Shots	$ 5.00
Fireball	$ 5.00
Dirty Monkey	$ 5.00
Shots With Energy Drink	$ 6.00
Domestic Kegs	$ 300.00

This pricing is good for 2026 & 2027

Proposal for Municipal Operation of Community Center Bar Services - August 2026

Executive Summary

The Community Center currently leases its bar operation to a private tenant. The tenant has provided notice that they intend to terminate the lease effective **October 1**, creating an opportunity for the City to determine the future operation of bar services.

Rather than seeking another private operator, the City could assume operation of the bar for special events held at the Community Center. Operating the bar in-house would allow the Community Center to retain all liquor sales revenue, improve customer service, better integrate bar operations with existing banquet services, and increase flexibility for weddings and other special events.

The Community Center already employs banquet staff who can be trained and utilized as bartenders, minimizing the need for additional staffing. A part-time Bar Manager is also recommended to oversee inventory, ordering, compliance, and operational coordination.

Although the City would forgo approximately **$4,800 annually** in lease revenue from the current tenant, conservative financial projections indicate that a City-operated bar can offset that loss while positioning the Community Center for future growth in event bookings and revenue.

Background

The Community Center has successfully hosted weddings, receptions, banquets, fundraisers, and other special events for many years. The current private bar tenant has informed the City that they wish to discontinue operating the bar effective **October 1**.

This transition provides an ideal opportunity for the City to evaluate whether operating the bar internally would better serve both customers and the long-term financial interests of the Community Center.

By managing the bar directly, the City would have greater control over:

- Customer service
- Beverage selection and pricing
- Inventory management
- Event coordination
- Compliance with liquor regulations
- Overall quality of the guest experience

Proposal

Staff recommends that the City assume operation of the Community Center bar beginning after the current lease expires.

The City would obtain the required liquor license and liquor liability insurance and purchase liquor inventory for use during approved special events.

Alcohol service would be limited to scheduled private events, including:

- Weddings
- Wedding receptions
- Anniversary celebrations
- Corporate events
- Fundraisers
- Banquets
- Community celebrations
- Private receptions

No regular public bar operations are proposed.

Current Operation

Current annual lease revenue from bar tenant:

$400 per month × 12 months = $4,800 annually

If the City assumes operation of the bar, this lease revenue would no longer be received.

Staffing Plan

The Community Center currently employs banquet staff who are familiar with special event operations. These employees could be trained and certified to provide bartending services during events, or outside staff could be hired on to the city's payroll.

Minnesota does not have a separate tipped minimum wage. Bartenders must be paid at least the applicable state minimum wage. For budgeting purposes, this proposal assumes a wage of **$11.41 per hour**, although actual wages may be adjusted based on the City's pay scale. This would cover 2 employees for an average of about 6 hours at each event.

Proposed Part-Time Bar Manager

To ensure efficient operation of the bar, staff recommends designating or hiring a part-time Bar Manager.

Responsibilities

- Order beer, wine, and liquor
- Maintain inventory
- Receive deliveries
- Monitor inventory levels

- Conduct monthly inventory counts
- Reconcile inventory usage
- Coordinate bartending staff
- Maintain liquor compliance records
- Assist with liquor license renewal
- Coordinate with event staff and management

Because the Community Center averages only **12 liquor events annually**, this position would require only a limited time commitment.

Estimated Annual Hours

Responsibility	Annual Hours
Monthly inventory and ordering	48
Event coordination	24
Inventory reconciliation	24
Administrative duties	24

Total Estimated Hours: 120 hours annually

Proposed Compensation

Item	Amount
Hourly Wage	$25.00
Annual Hours	120
Annual Wages	$3,000
Payroll Taxes & Benefits (10%)	$300

Total Annual Cost: $3,300

This position could be filled by an existing employee involved in banquet operations, or a full-time city staff member, providing operational continuity and flexibility while minimizing administrative burden.

Operating Assumptions

- Approximately **12 liquor service events annually**
- Average liquor sales per event: **$2,500**
- Estimated annual liquor revenue: **$32,500 (GC reported $42k in 2024, $23k in 2025)**

The following operational costs are already included within the Community Center's existing budget and would not increase as a result of operating the bar:

- Utilities
- Building maintenance
- Equipment maintenance
- Accounting

- Administrative support
- Facility cleaning

These existing resources significantly reduce the overhead required to operate the bar.

Annual Operating Budget

Revenue

Revenue Source	Annual Revenue
Liquor Sales (12 events)	$32,500

Total Revenue: $32,500

Operating Expenses

Expense	Annual Cost
Liquor License	$1,600
Liquor Liability Insurance	$2,444
Alcohol Inventory	$10,500
Bartender Wages	$1,603
Bartender Payroll Taxes	$160
Mixers, Ice, Garnishes & Bar Supplies	$1,000
Part-Time Bar Manager	$3,000
POS/Inventory System	$600
Payroll Taxes & Benefits – Bar Manager	$300

Total Operating Expenses: $21,207

Estimated Operating Income

Item	Amount
Total Revenue	$32,500
Less Operating Expenses	($21,207)

Net Operating Income: $11,293

Financial Impact

Item	Amount
Net Operating Income	$11,293
Less Annual Lease Revenue Eliminated	($4,800)

Estimated Net Financial Benefit: $6,493 annually + 1600 to general fund (licensing) = $8,093 overall

While the projected first-year financial benefit is modest, these estimates are intentionally conservative and based on the current average of only 12 liquor events per year.

Benefits of Municipal Operation

Operating the bar internally provides several advantages beyond direct financial return.

These include:

- Improved customer service
- Greater operational control
- Better inventory management
- Increased scheduling flexibility
- Enhanced coordination between banquet and bar staff
- Ability to customize beverage offerings
- Improved quality control
- Increased competitiveness of the Community Center as a wedding and event venue
- Additional revenue retained by the Community Center rather than a private operator

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Recommendation

If the council would choose to authorize the Community Center to assume operation of bar services following the expiration of the current tenant's lease on October 1, staff will need certain authorizations.

Specifically, staff need approval to:

- Obtain the required liquor license.
- Purchase liquor liability insurance.
- Purchase initial liquor inventory.
- Utilize existing banquet staff as bartenders or hire additional staff for bartending.
- Establish and hire a part-time Bar Manager position for inventory management, ordering, and regulatory compliance.
- Begin municipal operation of bar services for approved special events beginning October 1.

Although the City will forgo approximately $4,800 annually in lease revenue, operating the bar in-house is expected to generate positive net operating income while improving customer service, enhancing event operations, and creating opportunities for future revenue growth. The proposal positions the Community Center to better serve the community while keeping revenues generated from special events within the City's operations for the benefit of future programming and facility improvements.

2026/2027 Beverage Prices

Rail Drinks................................ $5.00
Philips Vodka.............................$5.00
Windsor.................................... $5.00
Fleischmanns Vodka...................$5.00
Schnapps...................................$5.00
Black Velvet...............................$5.50
UV Vodka...................................$5.50
McMasters.................................$5.50
McGillicuddy's...........................$5.50
Christian Brothers...................... $5.50
E&J Brandy.................................$5.50
Bacardi/Limon/Malibu................$6.00
Captain Morgan..........................$6.00
Kinky Vodka............................... $6.00
Jose Cuervo...............................$6.00
Absolut Vodka........................... $6.50
Titos Vodka................................$6.50
Beefeaters/Bombay/Tanqueray...$6.50
Jim/Jack/Johnny......................... $6.50
Crown Royal.............................. $7.00
Dewars...................................... $7.00
Pendelton..................................$7.00

Domestic Beers.......................... $3.50
Specialty Beers..........................$5.00
High Noon................................. $5.00
Frescas......................................$5.00
Arnold Palmer............................$5.00
Twisted Teas.............................. $5.00
Carbliss.....................................$6.00
Transfusions.............................. $6.00

Bottle Pops................................ $3.00
1919 Cans................................. $4.00

Ind. Glass - Bottle Wine...............$5.00
Bottle of wine...........................$22.00
Kendall Jackson........................ $25.00
Box Wines................................$40.00
Domestic Keg......................... $275.00

Shots....................Same as drink price

CITY OF SPRINGFIELD

ORDINANCE NO. ______

AN ORDINANCE REPEALING CHAPTER 4 (BOARD OF HEALTH), CHAPTER 10 (MEDICAL BOARDS), AND CHAPTER 13 (POLICE COMMISSION) OF THE SPRINGFIELD CITY CODE AND RESERVING THOSE CHAPTERS FOR FUTURE USE

WHEREAS, the City Council of the City of Springfield has reviewed Chapters 4, 10, and 13 of the Springfield City Code and has determined that these chapters are no longer necessary for the administration of City government; and

WHEREAS, Chapter 4, entitled "Board of Health," and Chapter 10, entitled "Medical Boards," contain provisions that have become obsolete due to changes in state law and the City's current administrative structure; and

WHEREAS, Chapter 13, entitled "Police Commission," is duplicative of the provisions contained in the Springfield City Charter, which governs the establishment, powers, and duties of the Police Commission; and

WHEREAS, the City Council finds that repealing these chapters while reserving the chapter numbers for future use will eliminate unnecessary and duplicative provisions, improve the organization of the Springfield City Code, and maintain continuity in the City's codification;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, MINNESOTA, DOES ORDAIN AS FOLLOWS:

Section 1. Repeal of Chapter 4.

Chapter 4 of the Springfield City Code, entitled "Board of Health," is hereby repealed in its entirety.

Chapter 4 shall hereafter read as follows:

CHAPTER 4

RESERVED FOR FUTURE USE

Section 2. Repeal of Chapter 10.

Chapter 10 of the Springfield City Code, entitled "Medical Boards," is hereby repealed in its entirety.

Chapter 10 shall hereafter read as follows:

CHAPTER 10

RESERVED FOR FUTURE USE

Section 3. Repeal of Chapter 13.

Chapter 13 of the Springfield City Code, entitled "Police Commission," is hereby repealed in its entirety.

Chapter 13 shall hereafter read as follows:

CHAPTER 13

RESERVED FOR FUTURE USE

Section 4. Codification.

The City Clerk and the City's codifier are authorized to make all necessary revisions to the Springfield City Code to reflect the repeal of Chapters 4, 10, and 13 and to designate those chapters as "Reserved for Future Use."

Section 5. Effective Date.

This ordinance shall become effective upon its passage and publication according to law.

[seal]

Attest:

Lowell Helget, Mayor

Justtina Erickson, City Clerk

Dennis E. Oberloh, CPA
Sara J. Oberloh, CPA

Oberloh & Oberloh, Ltd.
CERTIFIED PUBLIC ACCOUNTANTS

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July 30, 2026

City of Springfield
Springfield, Minnesota

Honorable Mayor and Members of the City Council

On July 30, 2026, I met with the City Manager, Finance Director, and a representative of the Springfield Convention and Visitors Bureau (CVB) to discuss the accounting and financial reporting of the CVB. During that meeting, we reviewed the organizational structure, governance, and financial relationship between the City and the CVB considering the Governmental Accounting Standards Board (GASB) reporting requirements.

Based on our discussion and review of the applicable GASB guidance, we concluded that the CVB meets the criteria to be reported as a component unit of the City. Accordingly, the CVB should be included in the City's annual financial statements in accordance with generally accepted accounting principles (GAAP).

Although the CVB should be included as a component unit in future financial statements, I believe the financial activity of the CVB is immaterial to the City's previously issued financial statements. Therefore, in my judgment, the omission of the CVB did not result in a material misstatement of those financial statements, and no restatement of prior-period financial statements is deemed necessary.

To address this matter, I respectfully recommend that the City Council:

- Formally acknowledge that the Springfield Convention and Visitors Bureau meets the criteria to be reported as a component unit of the City under applicable GASB standards.
- Ensure that the CVB's financial information is incorporated into the City's Annual Financial Statements beginning with the next reporting period.

I appreciate the willingness of the City Manager, Finance Director, and the CVB representative to meet and discuss this matter. I believe we reached a common understanding that the CVB satisfies the GASB criteria for component unit reporting. Taking the necessary steps to implement this conclusion will enhance the accuracy, transparency, and completeness of the City's financial reporting and demonstrate the City's continued commitment to sound financial governance.

Thank you for your consideration of this matter.

Respectfully,

Sara J Oberloh

Sara J Oberloh
Partner

Members: American Institute of Certified Public Accountants
Minnesota Society of Certified Public Accountants