WILLMAR CITY COUNCIL MEETING

MONDAY, AUGUST 3, 2026 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items

   Approve:

   A. City Council Minutes of July 20, 2026
   B. Willmar Municipal Utilities Commission Minutes of July 27, 2026, Draft
   C. Human Rights Commission Minutes of July 28, 2026, Draft
   D. Pennock Lions Club Lawful Gambling Application
   E. Kandiyohi County Pheasants Forever Lawful Gambling Application
   F. Consideration to approve the 2-year lease and advertising agreement with Willmar Warhawks for facility and ice usage at the Willmar Civic Center
   G. Airport Snow Removal Equipment Acceptance of Federal Grants
   H. Accounts Payable Report, July 16, 2026 - July 29, 2026

   Information:
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Regular Business
   A. Consider Approval of ISP Master Services Agreement
   B. Public Works Salt Shed Roof
   C. Project No. 2601-A Change Order No. 1
   D. Benson Ave & 5th Street SW Sanitary Sewer Repair Project
   E. Airport Apron Security Lighting MnDOT Capital Funding Award
   F. Airport A/D Building Water Well Pump Replacement MnDOT Capital Funding Award
   G. Airport Hangar Access Road Construction MnDOT Capital Funding Award

H. Budget Work Session

I. Willmar Municipal Utilities Capital Facilities Tour

J. City Administrator Hiring Recommendation

10. Announcements

11. Adjourn

WILLMAR CITY COUNCIL PROCEEDINGS
BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING
2200 – 23rd STREET NE, WILLMAR, MINNESOTA

July 20, 2026
6:30 PM

The regular meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Tom Gilbertson, Steve Gardner, Rick Fagerlie, Vicki Davis, and Carl Shuldes; Excused: Tom Butterfield, Present 8, Absent 1.

Also present were Police Chief Michael Holme, Finance Director Tom Odens, Planning and Development Director Chris Frank, Human Resource Director Alissa Gambrel, Public Works Director Shane Stefanick, City Engineer Jared Voge, Director of Community Growth Pablo Obregon, City Clerk Vernae Larsen, and City Attorney Robert Scott.

Council Member Ask made a motion to **Remove Agenda Item 9E. Public Works Salt Shed Roof and Approve the rest of the Agenda Items as Presented.** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

CONSENT ITEMS

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

A. City Council Minutes of July 6, 2026
B. Willmar Municipal Utilities Commission Minutes of July 13, 2026, Draft
C. Planning Commission Minutes of June 17, 2026
~~D. Accounts Payable Report, 7/2/2026 - 7/15/2026~~

Information:

E. Director Reports
F. Finance Report through 6/30/2026
G. WMU Financial Report, May 2026

Council Member Gardner commented that Consent Item D. Accounts Payable Report was absent from the packet and requested that the item be presented before approval. Finance Director Tom Odens stated that he could email it over right away. Council Member Ask made a motion to **Table the Accounts Payable Report until later in the meeting and Approve the Remainder of the Consent Agenda Items as Presented.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

REGULAR BUSINESS

A. **Presentation by Kandiyohi County Economic Development - Uptown Mall**

KCED Director Sheri Wegner presented the KCED plans for the Uptown Mall if they purchase the property.

B. **Consideration of Awarding Sale of General Obligation, Tax Abatement, and Utility Bonds, Series 2026B**

Chris Hogan of Baker Tilly provided details of the bond sale that took place earlier in the day. A motion was made by Council Member Gilbertson to **Adopt Resolution No. 2026-092 Awarding the sale of $7,525,000 General Obligation, Tax Abatement, and Utility Bonds Series 2026B, fixing their form and specifications; directing their execution and delivery; and providing for their payment.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

C. **Call for 2026 Assessment Hearing**

City Engineer Jared Voge requested that a hearing be set for the 2026 Assessments. A motion was made by Council Member Fagerlie to **Adopt Resolution No. 2026-093 declaring costs to be assessed, ordering preparation of the assessment roll and calling for the hearing on assessments to be held on August 17, 2026 at 6:30 p.m. for Project No. 2601-A for the 2026 Street and Other Improvements.** Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

D. **2027 Preliminary Engineering Report**

City Engineer Jared Voge provided details of the 2027 Preliminary Engineering Report and requested a public hearing be set for the 2027 Improvements. A motion was made by Council Member Nelsen to **Adopt Resolution No. 2026-094 receiving the 2027 Preliminary Engineering Report and calling for the 2027 Improvement Hearing to be held on September 7th, 2026.** Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

E. ~~**Public Works Salt Shed Roof**~~

F. **Accepting an In-Kind Donation of Exterior Painting Work on a City-Owned Building (PID 95-003-5090)**

Public Works Director Shane Stefanick gave details of the accidental painting of the WRAC building. Council Member Fagerlie moved to **Adopt Resolution No. 2026-095 Accepting the Donation of in-kind exterior painting work on the affected portion of Willmar Regional Access Channels (WRAC), 417 Litchfield Ave SW, Willmar, MN 56201 (PID 95-003-5090).** Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

G. **City Administrator Hiring Process**

Human Resources Director Alissa Gambrel requested approval for an adjustment to the hiring process for the City Administrator. Council Member Ask moved to **Approve the amended hiring process as presented for the City Administrator position**. Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

H. **Review of applicants for City Administrator position**

Human Resource Directors Alissa Gambrel requested that Council choose which candidates they would like to interview. A motion was made by Council Member Gilbertson to **interview candidates 10 and 1 for the City Administrator position, with the Human Resources Director to make any appropriate arrangements**. The motion was seconded by Council Member Ask. After discussion, Council Member Gardner

expressed interest in interviewing candidates 1,6 and 10. Council Member Gilbertson **amended his motion to include candidates 1, 6 and 10.** The amended motion carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

I. **Accounts Payable Report 7/2/2026-7/15/2026**

Finance Director Tom Odens requested approval of the Accounts Payable Report. Council Member Shuldes moved to **Approve the Accounts Payable Report for 7/2/26 – 7/15/26**. Council Member Davis seconded the motion. Following discussion, Council Member Ask made a second motion to **Exclude the Hometown Fiber payment from the Accounts Payable Report for 7/2/26 – 7/15/26**. Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

The original motion to approve the Accounts Payable Report for 7/2/26 – 7/15/26 excluding the payment to Hometown Fiber, carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

With no further business to discuss, Council Member Gilbertson moved to **Adjourn at 7:43 PM.** Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes
Noes	None

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MAYOR

Attest:

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CITY CLERK

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF
THE CITY OF WILLMAR, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Minnesota, was held at City Hall in the City on Monday, July 20, 2026, commencing at 6:30 P.M.

The following members were present: Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes

and the following were absent: Council Member Butterfield

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The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's $7,525,000 General Obligation Improvement, Abatement and Utility Bonds, Series 2026B.

The City Finance Director presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are summarized on **Exhibit A** attached.

After due consideration of the proposals, Council Member Gilbertson introduced the following resolution, and moved its adoption:

RESOLUTION NO. 2026-092

A RESOLUTION AWARDING THE SALE OF
$7,525,000 GENERAL OBLIGATION
IMPROVEMENT, ABATEMENT AND UTILITY BONDS, SERIES 2026B
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council (the "Council") of the City of Willmar, Kandiyohi County, Minnesota (the "City") as follows:

Section 1. Background.

1.01 The City is authorized by Minnesota Statutes, Chapters 429 and Minnesota Statutes, Chapter 475, as amended (collectively, the "Improvement Act") to provide financing for various public street improvements in the City; including without limitation a project referred to as 2026 Street and Other Improvements (including 2601-A, 4th St SW) (the "Assessable Improvements").

1.02 The City is authorized by Minnesota Statutes, Section 444.075 and Minnesota Statutes, Chapter 475, as amended (the "Utility Act"), to finance all or a portion of the cost of the construction of various wastewater utility improvement projects of the City (the "Utility Improvements") by the issuance of general obligation bonds of the City payable from the net revenues of the wastewater system of the City.

1.04 The City is authorized by Minnesota Statutes, Chapter 475 and Sections 469.1812 through 469.1815, as amended (collectively, the "Abatement Act") to utilize property tax abatements on specified parcels in order to accomplish certain public purposes, including certain public improvements including without limitation the Lakeland bike path in the City (the "Abatement Improvements").

1.04. On June 15, 2026, the City held a public hearing regarding, and adopted a resolution (the "Abatement Resolution") approving, property tax abatements pursuant to the Abatement Act.

1.05 The City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The City has retained Baker Tilly Municipal Advisors, LLC as its municipal advisor (the "Municipal Advisor"). The actions of the City staff and the City's Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.06 On May 18, 2026, the City Council adopted a resolution calling a public hearing on an Ordinance entitled "An Ordinance Authorizing the Issuance of Up To $8,600,000 General Obligation Improvement, Abatement and Utility Bonds, Series 2026B and the Levying of Taxes to Secure the Payment Therefor" (the "Ordinance").

1.07 A public hearing on the adoption of the Ordinance was held on June 15, 2026, and, following the public hearing the City Council adopted the Ordinance which was duly published in accordance with the City Charter. On June 15, 2026 the City Council also adopted its Resolution Providing for the Competitive Negotiated Sale of $7,525,000 General Obligation Improvement, Abatement and Utility Bonds, Series 2026B (the "Initiating Resolution").

1.08 No Certificate of Intent was filed in accordance with Section 7.04(j) of the City Charter within 15 days after adoption of the Ordinance or the Initiating Resolution.

Section 2. Sale of Bonds.

2.01 Authorization. It is hereby determined that it is necessary to provide financing for the Assessable Improvements, the Utility Improvements and the Abatement Improvements and to finance those improvements through the issuance of the City's $7,525,000 General Obligation Improvement, Abatement and Utility Bonds, Series 2026B (the "Bonds").

2.02. Award to the Purchaser and Interest Rates. The proposal of TD Financial Products LLC, New York, New York (the "Purchaser") to purchase the Bonds of the City described in the Terms of Proposal thereof is hereby found and determined to be the most favorable offer received and is hereby accepted, and such proposal is to purchase the Bonds at a price of, $8,010,947.42 (par amount of $7,525,000, plus a premium of $511,203.35 less underwriter's discount of $25,255.93), for Bonds bearing interest as follows:

Year of Maturity	Interest Rate	Year of Maturity	Interest Rate
2028	5.00%	2036	5.00%
2029	5.00	2037	5.00
2030	5.00	2038	5.00
2031	5.00	2039	4.00
2032	5.00	2040	4.00
2033	5.00	2041	4.00
2034	5.00	2042	4.00
2035	5.00		

2.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created, or deposited in the accounts in the Construction Fund hereinafter created, as determined by the City Finance Director after consultation with the City's municipal advisor. The City Finance Director is directed to retain the good faith deposit of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Administrator are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

2.04. Terms and Principal Amounts of Bonds. The City will forthwith issue and sell the Bonds pursuant to the Improvement Act, Abatement Act and Utility Act (together, the "Act"), in the total principal amount of $7,525,000, originally dated as of the date of delivery, in fully registered form and in the denominations of $5,000 each or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2028	$215,000	2036	$555,000
2029	395,000	2037	575,000
2030	410,000	2038	545,000
2031	430,000	2039	575,000
2032	455,000	2040	600,000
2033	475,000	2041	620,000
2034	505,000	2042	645,000
2035	525,000		

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

$3,890,000 of the Bonds (the "Assessable Improvement Bonds") maturing in the amounts and on the dates set forth below are being issued to finance the cost of the Assessable Improvements:

Year	Amount	Year	Amount
2028	$105,000	2036	$275,000
2029	195,000	2037	285,000
2030	205,000	2038	300,000
2031	215,000	2039	315,000
2032	225,000	2040	330,000
2033	235,000	2041	340,000
2034	250,000	2042	355,000
2035	260,000		

$3,190,000 of the Bonds (the "Utility Bonds") maturing in the amounts and on the dates set forth below are being issued to finance the cost of the Utility Improvements:

Year	Amount	Year	Amount
2028	$ 85,000	2036	$225,000
2029	160,000	2037	235,000
2030	165,000	2038	245,000
2031	175,000	2039	260,000
2032	185,000	2040	270,000
2033	195,000	2041	280,000
2034	205,000	2042	290,000
2035	215,000		

$445,000 of the Bonds (the "Abatement Bonds") maturing in the amounts and on the dates set forth below are being issued to finance the cost of the Abatement Improvements:

Year	Amount	Year	Amount
2028	$25,000	2033	$45,000
2029	40,000	2034	50,000
2030	40,000	2035	50,000
2031	40,000	2036	55,000
2032	45,000	2037	55,000

2.05. Optional Redemption. The City may elect on February 1, 2036, and on any day thereafter to prepay

Section 3. Registration and Payment.

3.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof is payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2027, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

3.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is at any time registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or

lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar must be named as obligees. All Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

3.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Clerk must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

3.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Clerk, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a

Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

3.06. Form of Bonds. The Bonds will be printed or typewritten in substantially the form set for in **EXHIBIT B**.

3.07. Approving Legal Opinion. The City Finance Director is authorized and directed to obtain a copy of the proposed approving legal opinion of Kutak Rock, LLP, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges; and Covenants.

4.01. Debt Service Fund and Accounts Maintained Therein. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the "General Obligation Improvement, Abatement and Utility Bonds, Series 2026B Debt Service Fund (the "Debt Service Fund"). The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The City will maintain the following accounts in the Debt Service Fund: the "Assessable Improvements Account," the "Utility Improvements Account," and the "Abatement Account." Amounts in the Assessable Improvements Account are irrevocably pledged to the Assessable Improvement Bonds, amounts in the Utility Improvements Account are irrevocably pledged to the Utility Bonds, and amounts in the Abatement Account are irrevocably pledged to the Abatement Bonds.

(a) Assessable Improvements Account. To the Assessable Improvements Account in the Debt Service Fund there is hereby pledged and irrevocably appropriated and there will be credited: (i) proceeds of the ad valorem taxes levied under Section 4.03(a) or hereafter levied (the "Taxes") and special assessments levied or to be levied against the property specially benefited by the Improvements (the "Assessments"), which ad valorem taxes and Assessments are pledged to the Assessable Improvements Account; (ii) capitalized interest financed from the proceeds of the Assessable Improvement Bonds, if any; (iii) a pro rata portion of the amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.03 hereof; (iv) all investment earnings on amounts in the Assessable Improvements Account of the Debt Service Fund; and (v) any other funds appropriated for the payment of principal or interest on the Assessable Improvement Bonds. The Finance Director must report to the City Council any current or anticipated deficiency in the Assessable Improvements Account in the amount necessary to pay principal of and interest on all of the Assessable Improvement Bonds when due. If a payment of principal

or interest on the Assessable Improvement Bonds becomes due when there is not sufficient money in the Assessable Improvements Account in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Taxes and Assessments when collected.

(b) Utility Improvements Account. The City will continue to maintain and operate its wastewater treatment plant fund, to which will be credited all gross revenues of the wastewater treatment utility system (the "Wastewater System"), and out of which will be paid all normal and reasonable expenses of current operations of such system. Any balances therein are deemed net revenues (the "Wastewater Net Revenues") and will be transferred, from time to time, to the Utility Improvements Account of the Debt Service Fund in an amount sufficient to pay the principal of and interest on the Utility Bonds, which Utility Improvements Account will be used only to pay principal of and interest on the Utility Bonds, and any other bonds similarly authorized. There is also appropriated to the Utility Improvements Account (i) a pro rata portion of any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.03 hereof; (ii) all investment earnings on funds in the Utility Improvements Account; and (iii) any and all other moneys which are properly available and are appropriated by the City Council to the Utility Improvements Account. The Finance Director must report to the City Council any current or anticipated deficiency in the Utility Improvements Account in the amount necessary to pay principal of and interest on all of the Utility Bonds when due. If a payment of principal or interest on the Utility Bonds becomes due when there is not sufficient money in the Utility Improvements Account in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Wastewater Net Revenues of the Wastewater System and taxes when collected.

(c) Abatement Account. The Finance Director shall timely deposit in, and there are pledged and appropriated to, the Abatement Account of the Debt Service Fund hereby created, (i) proceeds of general taxes herein or hereafter levied and tax abatements in accordance with the Abatement Resolution (the "Abatements"), (ii) a pro rata portion of any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.03 hereof, (iii) all investment earnings on funds in the Abatement Account of the Debt Service Fund; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Abatement Account of the Debt Service Fund. The Finance Director must report to the City Council any current or anticipated deficiency in the Abatement Account in the amount necessary to pay principal of and interest on all of the Abatement Bonds when due. If a payment of principal or interest on the Abatement Bonds becomes due when there is not sufficient money in the Abatement Account in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Taxes when collected.

4.02. Construction Fund. The City hereby creates the General Obligation Improvement, Abatement and Utility Bonds, Series 2026B Construction Fund (the "Construction Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Construction Fund: the "Assessable Improvements Account," the "Utility Improvements Account," and the "Abatement Account." Amounts in the Assessable Improvements Account will be used to construct the Assessable Improvements, amounts in the Utility Improvements Account will be used to construct the Utility Improvements, and amounts in the Abatement Account will be used to construction the Abatement Improvements.

(a) Assessable Improvements Account. Proceeds of the Assessable Improvement Bonds, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the Assessable Improvements and the Assessments and Taxes collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the Construction Fund to be used solely to defray expenses of the Assessable Improvements and the payment of principal of and interest on the Assessable Improvement Bonds prior to the completion and payment of all costs of the Assessable Improvements. Any balance remaining in the Assessable Improvements Account after the Assessable Improvements are completed and the cost thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Assessable Improvements Account of the Construction Fund is to be closed and any balance remaining therein and any subsequent collections of the Assessments and Taxes for the Assessable Improvements are to be deposited in the Assessable Improvements Account of the Debt Service Fund.

(b) Utility Improvements Account. Proceeds of the Utility Bonds, less the appropriations made in Section 4.01(b) hereof, will be deposited in the Utility Improvements Account of the Construction Fund to be used solely to defray expenses of the Utility Improvements. Any balance remaining in the Utility Improvements Account after the Utility Improvements are completed and the cost thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Utility Improvements Account of the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Utility Improvements Account of the Debt Service Fund.

(c) Abatement Account. Proceeds of the Abatement Bonds, less the appropriations made in Section 4.01(c) hereof, together with any other funds appropriated for the Abatement Improvements, will be deposited in the Abatement Account of the Construction Fund to be used solely to defray expenses of the Abatement Improvements and the payment of principal of and interest on the Abatement Bonds prior to the completion and payment of all costs of the Abatement Improvements. Any balance remaining in the Abatement Account after the Abatement Improvements are completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Abatement Account of the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Abatement Account of the Debt Service Fund.

4.03. Tax Levy.

(a) For the purpose of paying the principal of and interest on the Assessable Improvement Bonds, there is hereby levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, which Taxes will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Taxes will be credited to the Assessable Improvements Account of the Debt Service Fund above provided and will be in the years and amounts as set forth in **Exhibit C**. The tax levy herein provided will be irrepealable until all of the Assessable Improvement Bonds are paid, provided that the Administrator may annually, at the time the City makes its tax levies, certify to the County Auditor of the County the amount available in the Assessable Improvements Account of the Debt Service Fund to pay principal and interest due during the ensuing year on the Assessable Improvement Bonds, and the County Auditor of the County will thereupon reduce the levy collectible during such year by the amount so certified.

(b) For the purpose of paying the principal of and interest on the Abatement Bonds, there is hereby levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, which Taxes will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Taxes will be credited to the Abatement Account of the Debt Service Fund above provided and will be in the years and amounts as set forth in **Exhibit D**. The tax levy herein provided will be irrepealable until all of the Abatement Bonds are paid, provided that the Administrator may annually, at the time the City makes its tax levies, certify to the County Auditor of the County the amount available in the Abatement Account of the Debt Service Fund to pay principal and interest due during the ensuing year on the Abatement Bonds, and the County Auditor of the County will thereupon reduce the levy collectible during such year by the amount so certified.

4.04. City Covenants with Respect to the Assessable Improvement Bonds. It is hereby determined that the Assessable Improvements will directly and indirectly benefit abutting and other benefited property, and the City hereby covenants with the holders from time to time of the Assessable Improvement Bonds as follows:

(a) The City has caused or will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment will be collectible not later than 2027 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Assessable Improvement Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Assessable Improvement Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in the Assessments and Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Assessable Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least 20% of the cost to the City of the Assessable Improvements described herein has been or will be specially assessed against benefited properties.

4.05 City Covenants with Respect to the Utility Bonds. The City Council covenants and agrees with the holders of the Bonds that so long as any of the Utility Bonds, remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the Wastewater System as a public utility and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the accounts of the Wastewater System as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Utility Improvements Account of Debt Service Fund as a separate account in the wastewater treatment plant fund and will cause money to be credited thereto from time to time, out of Wastewater Net Revenues from the Wastewater System in sums sufficient to pay principal of and interest on the Utility Bonds, when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the Wastewater System and which will be open to inspection and copying by any bondholder, or the bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all bondholders upon request.

(e) The City Council will cause persons handling revenues of the Wastewater System to be bonded in reasonable amounts for the protection of the City and the bondholders and will cause the funds collected on account of the operations of the Wastewater System to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(f) The City Council will keep the Wastewater System insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the

holders, from time to time, of the Utility Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(g) The City and each and all of its officers will punctually perform all duties with reference to the Wastewater System as required by law.

(h) The City will impose and collect charges of the nature authorized by Minnesota Statutes, Section 444.075 at the times and in the amounts required to produce Wastewater Net Revenues adequate to pay all principal and interest when due on the Utility Bonds and to create and maintain such reserves securing said payments as may be provided in this resolution.

(i) The City Council will levy general ad valorem taxes on all taxable property in the City, when required to meet any deficiency in pledged Wastewater Net Revenues.

(j) The City hereby determines that the estimated collection of Wastewater Net Revenues herein pledged for the payment of principal and interest on the Utility Bonds will produce at least 5% in excess of the amount needed to meet, when due, the principal and interest payments on the Utility Bonds.

4.06 Registration of Resolution. The City Finance Director is authorized and directed to file a certified copy of this resolution with the County Auditor of Kandiyohi County and to obtain the certificate required by Section 475.63 of the Act.

4.07. Abatement Pledge. It is determined that the principal amount of the Abatement Bonds does not exceed the estimated sum of the Abatements for the years authorized under the Abatement Resolution.

4.08 Debt Service Coverage. It is hereby determined that the estimated collection of the foregoing Taxes levied under Section 4.03(a) and the Assessments herein pledged will produce at least 5% in excess of the amount needed to pay when due, the principal and interest payments on the Assessable Improvement Bonds, the Wastewater Revenues herein pledged will produce at least 5% in excess of the amount needed to pay when due the principal and interest payments on the Utility Bonds and the Abatements herein pledged and foregoing Taxes levied under Section 4.03(b) will produce at least 5% in excess of the amount needed to pay when due, the principal and interest payments on the Abatement Bonds.

4.09. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, City Administrator, City Clerk and City Finance Director, or any of them, are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement, as of the date thereof, is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the City and the Bonds.

5.03. Other Certificates. The Mayor, City Administrator, City Clerk and City Finance Director, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, City Administrator, City Clerk and City Finance Director, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, City Administrator, City Clerk, and Finance Director to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01 Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and

applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. The City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. Rebate. The shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Bonds, and (3) the rebate of excess investment earnings to the United States unless the Bonds qualify for an exception to the rebate requirement under the Code and related Treasury Regulations.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or the Project financed by the Bonds, or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. No Designation of Qualified Tax-Exempt Obligations. The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 2.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (DTC). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar,) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any

Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Finance Director of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Finance Director will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate will not be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.02. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all Bonds (or all of any of the Assessable Improvement Bonds, Utility Bonds or Abatement Bonds portion thereof) and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the Assessable Improvement Bonds, Utility Bonds or Abatement Bonds portion of the Bonds, as the case may be) to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge the Bonds (or all of any of the Assessable Improvement Bonds, Utility Bonds or Abatement Bonds portion thereof) which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this 20th day of July, 2026.

/S/ Douglas E. Reese
Mayor

Attest:
/S/Vernae Larsen
City Clerk

EXHIBIT A
PROPOSALS

bakertilly
MUNICIPAL ADVISORS

$7,775,000*

CITY OF WILLMAR

GENERAL OBLIGATION IMPROVEMENT, ABATEMENT AND UTILITY BONDS, SERIES 2026B

Moody's Rating: Aa3

Sale Date: July 20, 2026

BBI: 4.72%
Average Maturity: 9.303 Years

Bidder	TIC
TD Financial Products LLC	3.6818%
Brownstone Investment Group, LLC	3.7133%
Fidelity Capital Markets	3.7399%
HilltopSecurities	3.7490%
Robert W. Baird & Co., Inc.	3.7532%
Piper Sandler & Co.	3.7727%

Winning Bidder Information	Maturity	Interest Rate	Reoffering Yield	Reoffering Price
TD FINANCIAL PRODUCTS LLC	2/1/2028	5.000%	2.720%	103.255%
	2/1/2029	5.000%	2.810%	105.182%
	2/1/2030	5.000%	2.920%	106.809%
	2/1/2031	5.000%	3.030%	108.171%
	2/1/2032	5.000%	3.090%	109.538%
	2/1/2033	5.000%	3.210%	110.376%
	2/1/2034	5.000%	3.290%	111.238%
	2/1/2035	5.000%	3.380%	111.840%
	2/1/2036	5.000%	3.460%	112.340%
	2/1/2037	5.000%	3.580%	111.315%
	2/1/2038	5.000%	3.630%	110.891%
	2/1/2039	4.000%	3.800%	101.576%
	2/1/2040	4.000%	3.900%	100.784%
	2/1/2041	4.000%	3.950%	100.390%
	2/1/2042	4.000%	4.000%	100.000%

Purchase Price: $8,278,819.65*
Net Interest Cost: $2,762,330.35*
TIC: 3.6818%*

* *Subsequent to bid opening, the par amount decreased to $7,525,000; and the price, net interest cost, and true interest cost have changed to $8,010,947.42, $2,678,199,25, and 3.6828%, respectively.*

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EXHIBIT B
FORM OF BOND

No. R-_____ UNITED STATES OF AMERICA $_____
STATE OF MINNESOTA
COUNTY OF KANDIYOHI
CITY OF WILLMAR
GENERAL OBLIGATION IMPROVEMENT, ABATEMENT
AND UTILITY REVENUE BOND SERIES 2026B

Rate	Maturity	Date of Original Issue	CUSIP
	February 1, 20____	August 13, 2026	

Registered Owner: Cede & Co.

The City of Willmar, Minnesota, a duly organized and existing municipal corporation in Kandiyohi County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2027, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as Registrar, Authenticating Agent, Transfer Agent and Paying Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of $7,525,000, all of like original issue date and tenor, except as to number, maturity date, denomination, redemption privilege and interest rate, all issued pursuant to a resolution adopted by the City Council on July 20, 2026 (the "Resolution"), for the purpose of providing monies in part for various street improvements, improvements to the wastewater utility and certain public improvements pursuant to and in full conformity with the Constitution, laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, 444, 469 and 475. The principal hereof and interest hereon are payable from certain special assessments against property specially benefited by local improvements, net revenues of the wastewater treatment plant system, tax abatements and from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes

on all taxable property in the City in the event of any deficiency in special assessments, net revenues, property tax abatements and ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of $5,000 or any integral multiple thereof of single maturities.

The City may elect on February 1, 2036, and on any date thereafter to prepay Bonds due on or after February 1, 2037. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify the Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The Bonds are not "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

IT IS HEREBY CERTIFIED AND RECITED that in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate the wastewater system free from competition by other like municipal utilities; that adequate insurance on said system and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Wastewater System fund, into which it will pay all of the gross revenues from the wastewater system; that it will also create and maintain a Utility Improvements Account within the General Obligation Improvement, Abatement and Utility Bonds, Series 2026B Debt Service Fund, into which it will pay, out of the net revenues from the wastewater treatment system, a sum sufficient to pay principal of and interest on the Utility Bonds when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net revenues of the wastewater system.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution, laws of the State of Minnesota and charter of the City, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner, that prior to the issuance of this bond the City Council of the City has provided funds for the payment of principal and interest on the bonds of this issue as the same become due, but the full faith and credit of the City is pledged for their payment and additional taxes will be levied, if required for such purpose, without limitation as to the rate of amount; and that this bond, together with all other indebtedness of the City outstanding on the date of its issuance, does not exceed any constitutional, statutory or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Willmar, Kandiyohi County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: July 20, 2026

CITY OF WILLMAR, MINNESOTA

/S/Vernae Larsen
City Clerk

/S/ Douglas E. Reese
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By _____
Its Authorized Representative

_____

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common	UNIF GIFT MIN ACT _____ Custodian _____ (Cust) (Minor)
TEN ENT – as tenants by entireties	under Uniform Gifts or Transfers to Minors
JT TEN – as joint tenants with right of survivorship and not as tenants in common	Act…….. (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in

addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners
if this Bond is held by joint account)

Please insert social security or
other identifying number of assignee

_____

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Registrar
_____, 2026	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C

ASSESSABLE IMPROVEMENT BONDS TAX LEVY

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy	Assessments	Levy Amount	Levy/Collection Year
02/01/2028	105,000.00	5.000%	265,613.33	370,613.33	389,144.00	83,956.98	305,187.02	2026/2027
02/01/2029	195,000.00	5.000%	175,850.00	370,850.00	389,392.50	83,956.98	305,435.52	2027/2028
02/01/2030	205,000.00	5.000%	166,100.00	371,100.00	389,655.00	83,956.98	305,698.02	2028/2029
02/01/2031	215,000.00	5.000%	155,850.00	370,850.00	389,392.50	83,956.98	305,435.52	2029/2030
02/01/2032	225,000.00	5.000%	145,100.00	370,100.00	388,605.00	83,956.98	304,648.02	2030/2031
02/01/2033	235,000.00	5.000%	133,850.00	368,850.00	387,292.50	83,956.99	303,335.51	2031/2032
02/01/2034	250,000.00	5.000%	122,100.00	372,100.00	390,705.00	83,956.98	306,748.02	2032/2033
02/01/2035	260,000.00	5.000%	109,600.00	369,600.00	388,080.00	83,956.98	304,123.02	2033/2034
02/01/2036	275,000.00	5.000%	96,600.00	371,600.00	390,180.00	83,956.98	306,223.02	2034/2035
02/01/2037	285,000.00	5.000%	82,850.00	367,850.00	386,242.50	83,956.97	302,285.53	2035/2036
02/01/2038	300,000.00	5.000%	68,600.00	368,600.00	387,030.00	83,956.97	303,073.03	2036/2037
02/01/2039	315,000.00	4.000%	53,600.00	368,600.00	387,030.00	83,956.97	303,073.03	2037/2038
02/01/2040	330,000.00	4.000%	41,000.00	371,000.00	389,550.00	83,956.97	305,593.03	2038/2039
02/01/2041	340,000.00	4.000%	27,800.00	367,800.00	386,190.00	83,956.98	302,233.02	2039/2040
02/01/2042	355,000.00	4.000%	14,200.00	369,200.00	387,660.00	83,956.97	303,703.03	2040/2041

EXHIBIT D

ABATEMENT BONDS TAX LEVY

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy	Abatements	Levy Amount	Levy/Collection Year
02/01/2028	25,000.00	5.000%	32,633.33	57,633.33	60,515.00	25,000.00	35,515.00	2026/2027
02/01/2029	40,000.00	5.000%	21,000.00	61,000.00	64,050.00	40,000.00	24,050.00	2027/2028
02/01/2030	40,000.00	5.000%	19,000.00	59,000.00	61,950.00	40,000.00	21,950.00	2028/2029
02/01/2031	40,000.00	5.000%	17,000.00	57,000.00	59,850.00	40,000.00	19,850.00	2029/2030
02/01/2032	45,000.00	5.000%	15,000.00	60,000.00	63,000.00	45,000.00	18,000.00	2030/2031
02/01/2033	45,000.00	5.000%	12,750.00	57,750.00	60,637.50	45,000.00	15,637.50	2031/2032
02/01/2034	50,000.00	5.000%	10,500.00	60,500.00	63,525.00	50,000.00	13,525.00	2032/2033
02/01/2035	50,000.00	5.000%	8,000.00	58,000.00	60,900.00	50,000.00	10,900.00	2033/2034
02/01/2036	55,000.00	5.000%	5,500.00	60,500.00	63,525.00	55,000.00	8,525.00	2034/2035
02/01/2037	55,000.00	5.000%	2,750.00	57,750.00	60,637.50	55,000.00	5,637.50	2035/2036
Total	**$445,000.00**	**-**	**$144,133.33**	**$589,133.33**	**$618,590.00**	**$445,000.00**	**$173,590.00**	**-**

STATE OF MINNESOTA

COUNTY OF KANDIYOHI

COUNTY AUDITOR'S CERTIFICATE AS TO TAX LEVY AND REGISTRATION

I, the undersigned County Auditor of Kandiyohi County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Willmar, Minnesota, on July 20, 2026, levying taxes for the payment of $7,525,000 General Obligation Improvement, Abatement and Utility Bonds, Series 2026B, in the amount of $7,525,000 dated August 13, 2026 has been filed in my office and said bonds have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2026.

_____
County Auditor
Kandiyohi County, Minnesota

_____
Deputy

RESOLUTION NO. 2026-093

DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF THE ASSESSMENT ROLL AND CALLING HEARING ON ASSESSMENTS FOR THE 2026 STREET AND OTHER IMPROVEMENTS.

Motion By: Fagerlie Second By: Gardner

WHEREAS, contracts have been let for the construction of Street and Other Improvements of 2026 in the City, to-wit: City Project No. 2601-A, and;

WHEREAS, the total cost of said Street and Other Improvements of 2026 is $5,894,100.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, as follows:

1. The City Council hereby determines that the City shall pay $5,112,100.00 of said cost, exclusive of the amount it may pay as a property owner, and the sum of $782,000.00 shall be assessed against benefited property owners based upon benefits received without regard to cash valuation.

2. The Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land without regard

to cash valuation as provided by law, and she shall file a copy of such assessment in her office for public inspection.

3. The Clerk shall, upon the completion of such assessment, notify the City Council thereof.

4. The Clerk shall publish notice that this City Council will meet to consider the proposed assessments on August 17, 2026, at 6:30 p.m. in the Chambers of the Board Room, Kandiyohi County Health & Human Services Building, 2200 23rd Street NE, Willmar, Minnesota.

5. Said notice shall also be mailed to the owners of each parcel of property described in the assessment roll.

6. Such notice shall be in substantially the following form:
(on file in Engineer's office)

7. Said notice shall be published by the City Clerk in the official newspaper at least two weeks prior to the hearing and mailed by said Clerk to the owners of each parcel described in the assessment roll.

Dated this 20th day of July, 2026

/S/ Douglas E. Reese
MAYOR

ATTEST:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2026-094

RECEIVING 2027 PRELIMINARY REPORT AND CALLING PUBLIC HEARING ON YEAR 2027 IMPROVEMENT PROJECTS

Motion By: Nelsen Second By: Gilbertson

WHEREAS:

1. The City Council deems it necessary and expedient that the City of Willmar, Minnesota, construct certain improvements to-wit: grading, gravel base, bituminous paving, curb and gutter, sidewalk, sanitary sewer, and water main in the City as described in and in accordance with the preliminary plans and report prepared by the City Engineer.

2. The Council has been advised by the City Engineer that said Year 2027 Improvement Projects contained in the Preliminary Report are feasible and should best be made as proposed, and the City Engineer's report to this effect has heretofore been received by the Council, and filed with the Clerk; and

3. The statute provides that no such improvements shall be made until the Council shall have held a public hearing on such 2027 improvements following mailed notice and two publications thereof in the official

newspaper stating time and place of the hearing, the general nature of the improvement, the estimated costs thereof and the area proposed to be assessed, in accordance with the law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, as follows:

1. A public hearing will be held at the time and place set forth in the Notice of Hearing hereto attached to consider said proposed improvements.

2. The nature of the improvements, the estimated cost of each major portion thereof, and the areas proposed to be assessed therefore are described in the form of Notice of Hearing hereto attached.

3. The notice of said public hearing shall be in substantially the form contained in the notice hereto attached.

4. The Clerk is hereby authorized and directed to cause notice of said hearing to be given two publications in the official newspaper. Said publications shall be one week apart, and at least three days shall elapse between the last publication and the hearing. Not less than ten days before the hearing the Clerk shall mail notice of the hearing to the owner of each parcel of land within the area proposed to be assessed as described in the notice. For the purpose of giving such mailed notice, owners shall be those shown to be such on the records of the County Auditor or, if the tax statements in the County are mailed by the County Treasurer, on the records of the County Treasurer. As to properties not listed on the records of the County Auditor or the County Treasurer, the Clerk shall ascertain such ownership by any practicable means and give mailed notice to such owners.

Dated this 20th day of July, 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2026-095

A RESOLUTION ACCEPTING AN IN-KIND DONATION OF EXTERIOR PAINTING WORK ON A CITY-OWNED BUILDING

Motion By: Fagerlie Second By: Ask

WHEREAS, the City of Willmar owns and maintains certain public buildings and facilities for municipal purposes; and

WHEREAS, New London Painting LLC, a Minnesota limited liability company, performing work on behalf of Divine House Properties, LLP, a Minnesota limited liability partnership (collectively, the "private party"), mistakenly applied primer to a portion of the exterior of a City-owned building located at Willmar Regional Access Channels (WRAC), 417 Litchfield Ave SW, Willmar, MN 56201 (the "City-owned building"); and

WHEREAS, the private party has acknowledged that the primer was applied to the City Property by mistake and without prior authorization from the City; and

WHEREAS, the City has determined that requiring removal of the primer from the City-owned building could create additional risk of damage to its stucco exterior and may be less desirable than allowing the painting work to be completed; and

WHEREAS, the private party has completed the exterior painting work at no charge to the City; and

WHEREAS, the City Council finds that accepting the exterior painting work as an in-kind donation serves a public purpose by preserving and maintaining a City-owned building, avoiding unnecessary damage to the stucco exterior, and resolving the matter in a practical and cost-effective manner; and

WHEREAS, Minnesota Statutes, section 465.03 authorizes a city to accept gifts and donations by resolution adopted by a two-thirds majority of the governing body, with any terms of the donation stated in the resolution; and

WHEREAS, the City Council desires to accept the offered exterior painting work as an in-kind donation, subject to the terms and conditions stated herein.

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

1. Acceptance of Donation; Authorization.
The City authorized the private party to access the City Property for the limited purpose of completing the exterior painting work on the affected portion of the City-owned building located at Willmar Regional Access Channels (WRAC), 417 Litchfield Ave SW, Willmar, MN 56201, and accepts such work as an in-kind donation to the City pursuant to the terms and conditions contained herein.

2. No Cost to City.
The painting work shall be at no cost to the City. The City shall not provide payment, reimbursement, credit, discount, or other compensation to the private party for the work.

3. City Ownership and Control.
The City retains full ownership, control, maintenance authority, and future discretion over the building exterior. Acceptance of the donation does not grant the private party any ownership interest, advertising rights, signage rights, artistic rights, approval rights, or other continuing rights related to the building or the painted exterior surface.

4. No Authorization for Future Work.
The City Council's acceptance of this donation is limited to the specific exterior painting work described in this resolution. This action does not authorize the private party, or any other private party, to perform future work on City property without prior written approval from the City.

5. Future Maintenance Reserved.
The City reserves the right to maintain, repaint, alter, cover, remove, or otherwise modify the painted exterior surface at any time in the future, in the City's sole discretion.

6. No Waiver of Rights.
Acceptance of the donation does not waive any City rights or remedies related to defective work, damage to City property, or failure to complete the work in a manner acceptable to the City.

7. Effective Date.
This resolution shall be effective upon approval by a two-thirds majority of the City Council.

Adopted by the City Council of the City of Willmar, Minnesota, this 20th day of July, 2026.

/S/ Douglas E. Reese

MAYOR

Attest:

/S/Vernae Larsen

CITY CLERK

SUBJECT TO FINAL APPROVAL BY THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – July 27, 2026, 2026
11:45 a.m. – WMU Auditorium

The Willmar Municipal Utilities Commission met on Monday, July 27, 2026, at 11:45 a.m. in the WMU Auditorium. Commissioners present were Carol Laumer, Patricia Elizondo, Brad Michelson, Dan Tollefson, Steve Ammermann, Doug Muzik, and Jeffrey Schultz.

Staff present included General Manager Jeron Smith; Director of Administration Janell Johnson; Information Systems Coordinator Mike Sangren; Finance and Office Services Supervisor Andrea Prekker; Facilities & Maintenance Supervisor Kevin Marti; Executive Assistant Shawn Krouth, Interim Executive Secretary Beth Mattheisen; and City Council Liaison Tom Gilbertson. Additional attendees included City Attorney Gavin Keough (via teleconference) and West Central Tribune Journalist Jennifer Kotila.

Acting President Ammermann called the meeting to order, and the Pledge of Allegiance was recited. He then asked if there were any changes or additions to the agenda. There being none, the agenda was unchanged.

Acting President Ammermann welcomed newly appointed Commissioner Jeffrey Schultz, who provided a brief introduction.

Acting President Ammermann then moved to the Emergency Election of Officers and called for a motion to nominate a commissioner to fill the vacancy. Commissioner Michelson moved to nominate Acting President Ammermann as President, seconded by Commissioner Laumer. The motion carried unanimously, with seven ayes and zero nays.

President Ammermann then called for a motion to nominate a commissioner to fill the vacated Treasurer position. President Ammermann moved to nominate Commissioner Michelson as Treasurer, seconded by Commissioner Laumer. The motion carried unanimously, with seven ayes and zero nays.

President Ammermann then presented the Consent Agenda, which included minutes from the July 13, 2026, MUC meeting and payment of the bills and requested a resolution for approval. Commissioner Muzik moved to approve the Consent Agenda as presented, seconded by Commissioner Schultz.

General Manager Smith highlighted items related to the payment of bills. Following discussion and review, a roll call vote was taken, **Resolution 29** carried unanimously, with seven ayes and zero nays.

General Manager Smith presented and discussed the proposed Minnesota Municipal Utilities Association (MMUA) Delegate Appointment with General Manager Smith listed as the designated representative, and Director of Administration Janell Johnson as an alternate delegate. Smith expressed a desire to add a member of the Commission as an authorized alternate delegate. Commissioner Laumer moved to appoint Commissioner Ammermann as an authorized alternate delegate, seconded by Commissioner Michelson. The motion carried unanimously, with seven ayes and zero nays.

General Manager Smith presented the 2025 NERC Compliance Year-End Review. WMU remained in good standing as a registered Transmission Owner under the oversight of NERC and the Midwest Reliability Organization. Throughout 2025, staff addressed 17 reliability standards, 66 requirements, and numerous sub-requirements through system inspections, policy updates, training, and required reporting. The review also outlined upcoming regulatory changes and new standards taking effect in 2026 and beyond.

General Manager Smith informed the Commission of an energy shortage alert issued by the Midwest Independent System Operator (MISO), the regional grid operator, on July 15, 2026, due to extreme heat. Through WMU's Reserved Capacity Agreement with Missouri River Energy Services, WMU supported the regional electric grid by operating its diesel generators from 4:00 p.m. to 8:00 p.m. on July 15, 2026. By agreement, WMU will be reimbursed for the fuel costs incurred during the generators' operation.

General Manager Smith extended a thank you to Beth Mattheisen for coming out of retirement to assist as Executive Secretary during the interim of the position being filled.

Upcoming Events:

- MMUA Summer Conference – August 17–19, 2026 | St. Cloud, MN
- Photo Session with HMD Photography – August 28, 2026 | WMU Conference Room, Willmar, MN
- MRES Municipal Power Leadership Academy – September 16–17, 2026 | Sioux Falls, SD
- Planning Committee: Budget Review – September 2026 TBD | Willmar, MN
- MRES Area Meeting – October 21, 2026 | Alexandria, MN

President Ammermann asked if there were any additional items for discussion. Hearing none, Commissioner Tollefson moved to adjourn the meeting, seconded by Commissioner Muzik. The motion carried unanimously, with seven ayes and zero nays. The meeting was adjourned at 12:19pm.

Respectfully submitted,

WILLMAR MUNICIPAL UTILITIES

_____

Shawn Krouth, Executive Assistant

ATTEST:

_____

Patricia Elizondo, Secretary

RESOLUTION NO. 29

BE IT RESOLVED by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Consent Agenda be approved as presented, including the following:

- Minutes from the July 13, 2026, MUC Meeting
- Bills represented by vouchers No. 20260947 through No. 20261016, including associated wire transfers, totaling $4,590,283.35

Dated this 27th day of July, 2026.

Acting President

Attest:

Secretary

WILLMAR HUMAN RIGHTS COMMISSION MINUTES

CITY HALL, CONFERENCE ROOM 1

333 6TH ST SW, WILLMAR, MN 56201

July 28, 2026

5:00 PM

The regular meeting of the Willmar Human Rights Commission was called to order by member Jill Benson. Members present on a roll call were Jill Benson, Richard Engan, Bart Fletcher, Allen Clark, Sarah Kretschmann (virtually), and Sarah Vasquez, who arrived at 5:15 PM. Absent: Peggy Karsten.

Also present were City Council Member Justin Ask, Community Growth Director Pablo Obregon, City Operations Director Kyle Box, and Erin Ostlund with the University of Minnesota.

Introduction of the Human Rights Commission member, Bart Fletcher.

Member Engan moved approval of the agenda. Member Clark motioned and member Engan seconded approval of the minutes. All voted in favor.

Member Engan moved to appoint Allen Clark as Chair of the Human Rights Commission, seconded by Jill Benson. All voted in favor. Member Engan moved to appoint Sarah Kretschmann as Secretary of the Human Rights Commission, seconded by Jill Benson. All voted in favor.

Erin Ostlund, with the University of Minnesota, provided information on Advocates for Human Rights and the Minnesota Truth Council. The Minnesota Truth Council is looking to conduct a virtual training session with Willmar to collect stories for inclusion in a statewide report as part of the Governor's Task Force focused on documenting the impacts of Operation Metro Surge and Operation PARRIS. Members of the Commission and staff will coordinate and provide resources and availability for a future training opportunity.

Director Obregon provided an overview of upcoming events, including Pride and Welcoming Week. Chair Clark provided additional information regarding the upcoming Pride event.

Member Kretschmann requested a future agenda item on how the Human Rights Commission can provide additional resources and information to the Willmar community.

At 5:35 PM, Vice Chair Benson moved to adjourn, seconded by Member Engan. All voted in favor.

_____

CHAIR

Attest:

_____

DIRECTOR OF COMMUNITY GROWTH

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	5.D.
Agenda Section:	Consent Items	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	Deborah Stulen, Administrative Assistant
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Pennock Lions Club Lawful Gambling Application		

RECOMMENDED ACTION:
Approve Pennock Lions Club Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Pennock Lions Club Lawful Gambling Application

MINNESOTA LAWFUL GAMBLING

LG240B Application to Conduct Excluded Bingo — No Fee

ORGANIZATION INFORMATION

Organization Name: Pennock Lions Club

Previous Gambling Permit Number: XB 36324

Minnesota Tax ID Number, if any: 41-1436178

Federal Employer ID Number (FEIN), if any:

Mailing Address: Po Box 281

City: Pennock State: MN Zip: 56279 County: Kandiyohi

Name of Chief Executive Officer (CEO): Bruce Luepke

CEO Daytime Phone: 3209051382 CEO Email:
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): mackenziebowman2020@hotmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☑ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☑ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☐ Yes ☑ No

If yes, list the dates when bingo was conducted:

The proposed bingo event will be:

☑ one of four or fewer bingo events held this year. Dates: August 5th, 6th, 7th, and 8th 2026
-OR-
☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates:

☐ civic celebration Dates:

☐ Minnesota State Fair Dates:

Person in charge of bingo event: Mackenzie Bowman Daytime Phone: 3209051382

Name of premises where bingo will be conducted: Kandiyohi County Fair Grounds

Premises street address: 801 Seventh St NW

City: Willmar If township, township name: County: Kandiyohi

LG240B Application to Conduct Excluded Bingo

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises located within city limits

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: City of Willmar

Signature of City Personnel: Verae Lausen

Title: City Clerk Date: 7/20/26

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL
for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Bruce Luepke Date: 7/20/26
(Signature must be CEO's signature; designee may not sign)

Print Name: Bruce Luepke

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?
Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. A list of licensed distributors is available on the Gambling Control Board's website at www.mn.gov/gcb.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	5.E.
Agenda Section:	Consent Items	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	Deborah Stulen, Administrative Assistant
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Kandiyohi County Pheasants Forever Lawful Gambling Application		

RECOMMENDED ACTION:
Kandiyohi County Pheasants Forever Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Kandiyohi County Pheasants Forever Lawful Gambling Application

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150.**

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Kandiyohi County Pheasants Forever

Previous Gambling Permit Number: X- 03697-26-026

Minnesota Tax ID Number, if any: 41-1429149

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: Box 732

City: Willmar State: MN Zip: 56201 County: Kandiyohi

Name of Chief Executive Officer (CEO): Kevin Ochsendorf

CEO Daytime Phone: 320-212-2412 CEO Email: kjochs@yahoo.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): ---

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☑ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☑ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Willmar American Legion

Physical Address (do not use P.O. box): 220 19th Ave SW

Check one:

☑ City: Willmar Zip: 56201 County: Kandiyohi

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): September 26, 2026

Check each type of gambling activity that your organization will conduct:

☑ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☐ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***List of Licensees*** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

- [X] The application is acknowledged with no waiting period.
- [ ] The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- [ ] The application is denied.

Print City Name: City of Willmar

Signature of City Personnel: Venae Jonson

Title: City Clerk Date: 7/24/24

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL for a gambling premises located in a township

- [ ] The application is acknowledged with no waiting period.
- [ ] The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- [ ] The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Kevin D. Ochsendorf Date: 7-24-2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Kevin Ochsendorf

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota.**

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	5.F.
Agenda Section:	Consent Items	**Originating Department:**	Recreation
Resolution:	Yes	**Prepared By:**	Rob Baumgarn, Recreation Director
Ordinance:	No	**Presented By:**	Rob Baumgarn, Recreation Director
Item:	Consideration to approve the 2-year lease and advertising agreement with Willmar Warhawks for facility and ice usage at the Willmar Civic Center		

RECOMMENDED ACTION:
Approve the 2-year lease and advertising agreements for the Willmar Warhawks for the 2026-2027 and 2027–2028 seasons.

OVERVIEW:
The Willmar Warhawks have requested renewal of their Ice/Locker Room and Office Space Lease Agreement and Advertising Agreement with the City of Willmar for the 2026–2028 hockey seasons. The Willmar Warhawks have leased space from the City since 2016.

Under the proposed lease agreement, the City of Willmar will receive $44,826.93 for the 2026–2027 season, reflecting a 3% increase, and $46,620.01 for the 2027–2028 season, reflecting a 4% increase. The lease term runs annually from June 1 through May 31 and includes ice rental, office space, and locker room space.

In addition to the lease agreement, the City will receive $8,000 annually from the Willmar Warhawks for advertising rights, which include on-ice logos and wall/dasher board signage. The advertising agreement is separate from the lease agreement and is also proposed as a two-year agreement.

BUDGETARY/FISCAL ISSUES:
2026–2027 Season: $44,826.93 for ice rental, office space, and locker room space, plus $8,000 for the advertising agreement, for a total annual revenue of $52,826.93.
2027–2028 Season: $46,620.01 for ice rental, office space, and locker room space, plus $8,000 for the advertising agreement, for a total annual revenue of $54,620.01.

ALTERNATIVES TO CONSIDER:

Don't renew the lease

Adjust rental rates

Seek a longer lease agreement

ATTACHMENTS:

1. Resolution for Warhawks Facility Agreement 2026
2. Willmar Warhawks Lease 2026-2028
3. Willmar Warhawks Advertising Agreement 2026-2028

RESOLUTION NO. ____

RESOLUTION APPROVING THE 2-YEAR LEASE AND ADVERTISING AGREEMENT WITH THE WILLMAR WARHAWKS FOR FACILITY AND ICE USAGE AT THE WILLMAR CIVC CENTER

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the 2-year lease and advertising agreement with Willmar Warhawks for facility and ice usage at the Willmar Civic Center for the 2026-2027 and 2027-2028 seasons.

Dated this 3rd day of August 2026

_____
Douglas E. Reese, Mayor

Attest:

_____
CITY CLERK

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this _____ day of _____, 2026 between the City of Willmar, a Minnesota municipal corporation (the "City") and The Blizzard, LLC, a limited liability corporation under the laws of the State of Minnesota (the "Team"), (collectively the "Parties").

PREAMBLE

WHEREAS, the City is the owner of the Willmar Civic Center located at 2707 Arena Drive, Willmar, Minnesota 56201 (the "Property" or "Premises"); and

WHEREAS, Tenant desires to rent ice time and certain related facilities of the Property for Team operations including hockey games, administrative office space, and locker room facilities; and

WHEREAS, the Parties desire to revise and renew the lease agreement previously entered into regarding the Property, in preparation of the upcoming 2026-2027 ice season.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.
Premises

City will rent to Tenant the herein defined facilities of the Property at the defined times and for the amounts as more fully described herein.

ARTICLE II.
Term of Agreement

The terms and conditions of this lease agreement shall be binding upon the parties for a period of two years commencing June 1, 2026. This lease agreement may be terminated by either party, upon giving in writing, at least ninety (90) days' notice. The ice season will be from September 1 through March 31, with office/storage space for the whole calendar year.

If Tenant has any changes to this lease, notice must be given to the City by April 15, 2026, and/or April 15, 2027. Tenant must put their proposed changes in writing and submit them before April 15, 2026, or April 15, 2027. It is agreed that the Parties will meet annually in April to review this lease agreement.

ARTICLE III.
Office Space

City agrees to lease to Tenant such other office space as may be designated by City prior to the term of this lease agreement, provided that the designated space is of adequate size and agreed to by the Tenant. The office will be used for the calendar year from June 1, 2026, to May 31, 2028. All office space equipment and technology needs will be the Tenant's responsibility.

ARTICLE IV.
Spectator Suite

The suite area will be available for public use upon arrangement between the City and Tenant, excluding Willmar Warhawk games and other events sponsored by the Tenant and scheduled with the City.

ARTICLE V.
Locker Room Facilities

City shall provide Tenant with the use of one team locker room located within the Property for the exclusive use of the Tenant as designated by City prior to the commencement of this lease term or any renewal thereof, provided that the designated space is adequate in size and agreed to by the Tenant. For each home game, City will provide Tenant with a visiting team locker room and an official's room during the ice seasons during the term of this lease agreement. Storage beyond the season in these areas will be addressed in the rent section of this document.

ARTICLE VI.
Ice Time

City agrees to rent to Tenant and Tenant shall be obligated to pay for ice time as follows:

1. Approximately 200 hours of ice time each year during the lease term at the ice rink designated by the City's manager during non-prime ice rental hours (between 5:00 am and 2:45 pm) for use as hockey practice times. The 200 hours of practice time provided in this lease agreement will be used between Monday-Friday, September 1, 2026- March 31, 2027, and September 1, 2027- March 31, 2028. Weekend ice times for practice are available to the Tenant at the City's discretion and must be pre-scheduled and charged at the hourly rate.

2. The ice time at the main (Cardinal) ice rink in the Property, together with associated facilities, to accommodate up to 22 home hockey games (estimated to consist of four (4) hours for each game). In the event there are postponements of scheduled hockey games, and Tenant agrees that it will use reasonable diligence in rescheduling hockey games so as not to conflict with other scheduled Willmar Civic Center Arena activities. City provides a Zamboni driver and 2 maintenance staff for all home games. The Tenant provides staff for other areas including but not limited to security, scoreboard operators and game support staff. Game times will be 7:10 pm with the Tenant having access to the ice 40 minutes before game time.

3. If play-offs are added to the schedule the fee of $750.00 per playoff game will be charged back to this lessee.

The scheduling of ice time usage shall at all times and under all circumstances be coordinated by and between City, acting through it's the facility coordinator and the designated person in charge of scheduling for Tenant.

ARTICLE VII.
Rent

Tenant covenants and agrees to pay to City for use of the Property including the office facility, locker room facility, and the ice time defined in Article VI, 1 and 2, the amount of $44,826.93 for the period June 1, 2026, through May 31, 2027, and $46,620.01 for the period June 1, 2027, through May 31, 2028. A separate agreement is established for advertising.

In the event Team is eligible for home playoff games, Team shall pay additional rent in an amount consistent with the agreed-upon regular season home game.

ARTICLE VIII.
Payment of Rent

Rent payments by the Tenant for use of the Property including ice time, office space, locker room, the spectator suite, or any other rent contemplated within this lease agreement shall be paid in installments as follows:

1. September 1, 2026 thru March 31, 2027 – 8 equal payments of $5,603.25
2. September 1, 2027 thru March 31, 2028- 8 equal payments of $5,827.50

Tenant shall also be permitted to charge admission to its ice-related events and home games. Tenant shall retain all gate receipts from such events and be obligated to pay all sales tax thereon.

ARTICLE IX.
Use of Premises

Tenant shall use the Premises for the operation of a Junior "A" Tier III hockey team, its office, locker room, regular season and playoff games, tryouts and associated activities. No part of the rented Premises shall be used by Tenant for any other purpose without the prior express written consent of City. Tenant will be billed for any maintenance issues related directly to their uses beyond normal wear and tear of the facility as used for normal purposes related to this lease agreement. The reimbursement rate for the use of City Staff will be $50.00 per hour. The City shall have a service request form to be filled out for any maintenance requests.

Tenant shall use and occupy the rented Premises in a careful, safe and responsible manner. Tennant shall comply with all laws, ordinances and regulations affecting the rented Premises. Tenant agrees to defend, indemnify and hold City harmless from any and all loss, claim, liability or damage incurred as a result of Tenant's failure to comply with such laws, ordinances or regulations, or though Tenant's failure to occupy the rental Premises in a careful, safe and responsible manner.

ARTICLE X.
Assigning and Subletting

Tenant may not assign, sublet, or mortgage this lease or any right hereunder without the express written consent of City.

ARTICLE XI.
Maintenance, Responsibilities of City and Tenant

City shall be responsible for general building maintenance, janitorial services, ice resurfacing, and routine operation and maintenance of the Property during the rental times, subject to this lease agreement. City shall keep the foundation, exterior walls, roof, and other items which may be considered structural in nature in good repair, but shall not be otherwise obligated to repair or replace any parts of the Property. City shall furnish electricity, water, heat, and other utilities at City's expense, except for telephone to the Tenant's office, which shall be Tenant's responsibility.

Tenant will not deface, injure or damage the Premises and will not do or permit to be done on the Premises or adjoining ways anything that would constitute a nuisance. Tenant shall, at its own expense, keep the portions of the Premises over which they have exclusive use during the term of the lease period, including equipment, fixtures, and appliances located thereon in good repair and in good sanitary condition. If Tenant does not repair or replace any portions of the Premises as required by this lease, City may repair the same at its discretion, after having given written notice of such need to Tenant. In such event, Tenant shall pay the City the cost of such repairs as additional rent.

Tenant shall be responsible for providing necessary ticket sellers, ticket takers, announcers, parking lot attendants, officials as needed, goal judges, scorekeepers, plus not less than one supervisory person on duty for all activities conducted during the times subject to this lease agreement. Tenant shall be responsible for the sound system and playing of all music before, during and after home games.

ARTICLE XII.
Concessions and Hospitality

City shall operate a concession stand in the lobby of facility during all Team home games. City and tenant agree that profits from sale of concessions shall be shared with 50% of net profit going to WCCA and 50% net profit going to the Team. City agrees to grant Tenant the right to operate merchandise stands and sell alcoholic beverages. Tenant has the right to keep all profits from all sales of merchandise and alcoholic beverages. Tenant shall have the right to operate a hospitality area with the ability to provide food, beverages, and alcoholic beverages. During a Team home game there should be no other concessions or vending machines in operation in the Property.

ARTICLE XIII.
Sales of Alcoholic Beverages

Alcohol may be sold during Team home games only pursuant to a valid on-sale liquor license issued by the City to Tenant or other eligible licensee. Tenant shall not allow the consumption of any alcoholic beverages in the Property, except in accordance with such liquor license and subject to all conditions thereof and applicable City ordinances and state laws. Tobacco products may not be advertised, sold or used on the Premises.

Tenant agrees that it or the licensed establishment will, at all times when it is engaged in liquor sales on the Premises, maintain in full force and effect a "dram shop" insurance policy meeting the requirements of the State of Minnesota for an on-sale intoxicating liquor license, written by a company licensed to do business in the State of Minnesota, and shall name the City an additional insured on the policy.

Security and signage related to the sale of alcohol is the responsibility of the Tenant, and the staffing should be sufficient to deter any negative behaviors by the users of the facility. No alcohol will be allowed outside the Property at any time.

ARTICLE XIV.
Insurance

Tenant, at its expense, shall obtain and keep in force during the term of this lease agreement, the following insurance coverages in at least the listed minimum amounts:

A. Worker's Compensation coverage in statutorily required amounts.

B. Employees Liability coverage in limits of One Hundred Thousand Dollars ($100,000.00) per employee.

C. Comprehensive General Liability coverage in limits of not less than Two Million Dollars ($2,000,000.00) per occurrence for personal bodily injury and death, and limits of Two Million Dollars ($2,000,000.00) for leased premises damages liability. Such liability insurance shall additionally cover:

    1. Public liability, including premises and operations coverage.

    2. Independent contractors—protective contingent liability.

    3. Personal injury.

    4. Owned, non-owned and hired vehicles.

    5. Contractual liability covering the indemnity obligations set forth herein.

    6. Dram Shop liability, if applicable under Article XIII.

All policies listed above shall be written on an "occurrence" form ("claims made" and "modified

occurrence" forms are not acceptable) and shall apply on a "per occurrence" basis.

With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by Tenant under this lease agreement and shall name City as an additional insured under the policy.

All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days' prior written notice to City.

ARTICLE XV.
Indemnity

A. Indemnification of City. Tenant shall indemnify, protect, save, hold harmless and insure City, and its respective officers, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by Tenant or its agents, employees, contractors or subcontractors with respect to Tenant's performance of its obligations under this lease agreement or its presence on or use of the Premises, or that of Tenant's employees, members, board, officers, agents, volunteers, clients and invitees. Tenant shall defend City against the foregoing, or litigation in connection with the foregoing, at Tenant's expense, with counsel reasonably acceptable to City. City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of City. All indemnification obligations shall survive termination, expiration or cancellation of this lease agreement.

B. Assumption of Risk. Tenant knows, understands and acknowledges the risks and hazards associated with using the Premises for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by Tenant as a result of Tenant's use of the Premises, and hereby irrevocably releases and discharges the Landlord and any of its officials, employees or agents from any and all claims of liability.

ARTICLE XVI.
Alterations

Tenant shall make no alterations, changes, or improvements to the Property without the written consent of City's representative (Willmar Civic Center Manager).

ARTICLE XVII.
Security

Tenant shall provide security for all games sufficient to maintain order and provide adequate safety for all people attending games.

ARTICLE XVIII.
Damage to Willmar Civic Center Arena

Any damage to the Willmar Civic Center Arena, interior or exterior, occurring as a result of Tenant's use of the Premises will be repaired at the expense of Tenant unless caused solely by the negligence of City.

ARTICLE XIX.
Damage or Destruction

If the Property shall be destroyed or damaged by fire or other casualty to any extent which prevents the Property from being used for the purposes intended by this lease agreement, City may elect to rebuild/repair or give notice terminating this lease. City shall give written notice to Tenant of its election within thirty (30) days after damage or destruction. If Tenant is unable to use Property facilities, a proportionate part of the rent shall be abated for any time during which Tenant is unable to utilize the rental Premises.

In the event of damage by fire or other casualty resulting in damage to Tenant's property, Tenant shall be obligated to fully repair or replace all its exterior or interior signs, trade fixtures, furniture, equipment, display cases, advertising, and other personal property and improvements originally installed by Tenant at its expense.

ARTICLE XX.
Liens

Tenant shall not permit any mechanic's or other liens against the rental property or the City arising out of any act or omission of Tenant. Tenant may contest the validity or amount of any lien if Tenant shall give City security required by City to ensure payment or prevent any forfeiture of the property. Tenant shall pay any judgments and have all liens released or judgments satisfied at Tenant's expense.

ARTICLE XXI.
Default

If Tenant shall default on any of the provisions of this lease, or if Tenant shall make an assignment for the benefit of creditors, enter bankruptcy, receivership or insolvency, City, at its election, may give notice to Tenant in writing specifying the default. Tenant shall have thirty (30) days after notice is sent to cure the default. If default continues thereafter, City may declare the term of this lease ended and re-enter the Premises and the lease shall thereupon terminate. In such an event, City may, either with or without process of law, enter the Premises and expel Tenant and all other persons on the Premises using such force as may be necessary to repossess and enjoy the Premises without prejudice to any other remedy which might be available.

If City is in default under this lease, Tenant, at is election, may give notice to City in writing specifying the default. City shall have thirty (30) days after notice is sent to cure the default.

In the event of a catastrophic failure, City agrees to discuss possible solutions with Tenant to cure the default. The City also notifies the tenant that the City has no insurance coverage for the tenant's loss of revenue resulting from a catastrophic failure.

The City requires a copy of the Certificate of Renter's Insurance or a letter declining such insurance.

ARTICLE XXII.
Non-Waiver

No waiver by City of any breach by Tenant of its obligations hereunder shall be a waiver of any other subsequent or continuing breach. Forbearance by City to seek a remedy for any breach by Tenant shall not be a waiver of its rights or remedies with respect to the breach.

ARTICLE XXIII.
Surrender

At the termination of this lease for any reason, Tenant shall quit and surrender the Premises in a good condition as when received, reasonable wear and tear and damages by the elements or causes beyond Tenant's control excepted.

Tenant may remove its trade fixtures, equipment and other personal property owned by Tenant at its expense, provided it shall repair all damage caused by removal.

ARTICLE XXIV.
Obligation of Parties

The agreements in this lease shall be binding upon and enforceable by the parties, personal representatives, successors, and assigns.

ARTICLE XXV.
Relationship of Parties

Nothing contained in this lease shall be construed to create a relationship of principal and agent, partnership, joint venture or association between City and Tenant. Neither the method of computing rent nor any act of the parties, shall create any relationship between the parties other than the relationship of Landlord and Tenant.

ARTICLE XXVI.
Attorney's Fees

In the event either party hereto institutes legal action or proceedings arising out of or in any way connected with this lease agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable expenses incurred in connection therewith, including attorney fees and costs.

ARTICLE XXVII
Catastrophic Failure

In the event of catastrophic failure, the City agrees to discuss possible solutions with the tenant to cure the default.

ARTICLE XXVIII
Entire Agreement

These terms and conditions constitute the entire lease agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this lease agreement. Any agreement made between the parties shall be ineffective in changing, modifying, or discharging this lease agreement in whole or in part unless the agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought. An oral agreement for the modification of this lease agreement in any manner shall be void and of no force and effect.

This lease agreement supersedes and replaces all previous lease agreements for the Property made by and between the Parties.

ARTICLE XXIX
General Terms

The following general terms shall apply to this lease agreement:

A. Voluntary and Knowing Action. The Parties, by executing this lease agreement, state that they have carefully read this lease agreement and understand fully the contents thereof; that in executing this lease agreement they voluntarily accept all terms described in this lease agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

B. Authorized Signatories. The Parties each represent and warrant to the others that (1) the persons signing this lease agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this lease agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.

C. Notices. All notices required or authorized to be given hereunder by either Party shall be in writing and shall be by certified mail, return receipt, addressed as follows:

To The Blizzard, LLC:

_____

_____

_____

To City of Willmar:

_____
_____
_____

Any Party may update such addresses from time to time by notice to the other Parties. All notices that a Party is either required or authorized to give under the terms of this lease agreement shall be deemed to have been sufficiently given to the other Parties if sent by overnight or international courier service when confirmation of receipt by the recipient is confirmed by such service or by certified mail or email, addressed to the other Party's address on this lease agreement unless specified elsewhere.

D. Cumulative Rights. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the City or Tenant is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.

E. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Department and involve transactions relating to this lease agreement.

F. Governing Law. This lease agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

G. Compliance with Laws. Tenant shall be responsible for compliance with all Federal and State regulations, standards and requirements. Tenant shall at all times be in compliance with such equipment, employees and training standards as may be required by law.

H. Data Practices. The Parties acknowledge that this lease agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

I. Severability. The invalidity or unenforceability of any provision of this lease agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this lease agreement to the extent of its invalidity or unenforceability, and this lease agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

J. Force Majeure. The Parties shall each be excused from performance under this lease agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm,

flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this lease agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

K. Headings and Captions. Headings and captions contained in this lease agreement are for convenience only and are not intended to alter any of the provisions of this lease agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

L. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Parties arising prior to the expiration of this lease agreement (whether by completion or earlier termination), shall survive such expiration.

M. Counterparts. This lease agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[*Remainder of page left intentionally blank*]

IN WITNESS WHEREOF, the City and Tenant have caused this lease agreement to be signed as of the date and year first above written.

CITY OF WILLMAR

By_____
Douglas E. Reese, Mayor

By_____
Kyle Box, Operations Director

THE BLIZZARD, LLC

By_____
Chris Canavati, President

By_____
Mitri Canavati, Vice-President

AGREEMENT FOR THE DELEGATION OF ADVERTISING SALES AT THE WILLMAR CIVIC CENTER ARENA

THIS ADVERTISING AGREEMENT is made this _____ day of _____, 2026 between the City of Willmar, a Minnesota municipal corporation (the "City") and The Blizzard, LLC, a limited liability corporation under the laws of the State of Minnesota (the "Team"), (collectively the "Parties").

PREAMBLE

WHEREAS, the City is the owner of the Willmar Civic Center located at 2707 Arena Drive, Willmar, Minnesota 56201 (the "Property"); and

WHEREAS, the Property's primary Team is the Team; and

WHEREAS, the Team desires to arrange for and manage more efficiently the sale of advertising in the Main Cardinal Rink portion of the Property which is rented by the Team for its two-yearlong lease agreement from June 1, 2026, until May 31, 2028; and

WHEREAS, the City finds it desirable to delegate to the Team specific authority to serve as the Property's agent for the purpose of arranging the sale of advertising space for the portion of the Property known as the "Cardinal Rink", to be sold on the walls, the in-ice logos floors and dasher boards, and the viewing area in the Cardinal Rink of the Property.

NOW THEREFORE, it is agreed as follows:

ARTICLE I.
Advertising Rights

In consideration of the benefits recited herein, the City delegates and gives authority to the Team, the right to arrange for, promote and sell advertising space within the Cardinal Rink of the Property upon the walls, the floors, the ice surface, and dasher boards for the Cardinal Rink.

This agreement expressly includes and reserves to the City all rights to sell and arrange for advertising on the scoreboards in the Cardinal Rink and the equipment operated by the Property in the Cardinal Rink. Game day signs (1-game) may be put up but must be removed by 8:00 am the following morning. Installation may need to be at pre-game time depending on schedule of rink.

ARTICLE II.
Term of Agreement

This agreement shall be in full force and effect for two (2) years starting June 1, 2026, until May 31, 2028. This advertising agreement may be terminated by either party, upon giving in writing, at least ninety (90) days' notice prior to June 1st of each year.

ARTICLE III.

Scope of Authority Delegated

The City delegates to the Team the right to sell, arrange for, and contract for the advertising defined herein in the Cardinal Rink within the Property during the term of this advertising agreement.

ARTICLE IV.
Reserved Rights

The City reserves the right to specifically approve all ice rink advertising sold by the Team during the term of this advertising agreement. The Parties agree that the City, in permitting the Team to sell and install advertising at the Cardinal Rink at the Property, is not creating a forum for public speech protected by the United States or Minnesota constitutions.

In furtherance of the City's objectives of minimizing chances of abuse, appearance of favoritism, and risk of imposing on a captive audience, the City hereby reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage in any portion of the Cardinal Rink, the Property, or its grounds. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

The City shall reserve authority to approve specific placement of all advertising during the term of this agreement and shall be responsible for removal and return of all advertising to the Team at the expiration of this agreement.

ARTICLE V.
Installation

No advertising signs shall be erected or placed until approval from the City's Parks and Recreation Director has been obtained by the Team.

ARTICLE VI.
Payment

In consideration of the privileges delegated by this agreement, the Team will pay to the City a base fee in the sum of $8,000. Payment of the $4,000 fee shall be made by the Team to the City on or before November 15th for each season and payment of $4,000 shall be made by the Team to City on or before February 15th of each season during the term of this advertising agreement.

The Team shall be responsible for and pay all costs for design, fabrication and preparation of all advertising signs, placards, and images to be installed or placed in the Cardinal Rink at the Property.

ARTICLE VII.
Assignment

The Team may not assign any right hereunder without the express written consent of City.

ARTICLE VIII
Entire Agreement

These terms and conditions constitute the entire advertising agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this advertising agreement. Any agreement made between the parties shall be ineffective in changing, modifying, or discharging this lease agreement in whole or in part unless the agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought. An oral agreement for the modification of this advertising agreement in any manner shall be void and of no force and effect.

This advertising agreement supersedes and replaces all previous advertising agreements made by and between the Parties.

ARTICLE IX
General Terms

The following general terms shall apply to this advertising agreement:

A. Voluntary and Knowing Action. The Parties, by executing this advertising agreement, state that they have carefully read this advertising agreement and understand fully the contents thereof; that in executing this advertising agreement they voluntarily accept all terms described in this advertising agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

B. Authorized Signatories. The Parties each represent and warrant to the others that (1) the persons signing this advertising agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this advertising agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.

C. Notices. All notices required or authorized to be given hereunder by either Party shall be in writing and shall be by certified mail, return receipt, addressed as follows:

To The Blizzard, LLC:

_____
_____
_____

To City of Willmar:

_____

_____

_____

Any Party may update such addresses from time to time by notice to the other Parties. All notices that a Party is either required or authorized to give under the terms of this advertising agreement shall be deemed to have been sufficiently given to the other Parties if sent by overnight or international courier service when confirmation of receipt by the recipient is confirmed by such service or by certified mail or email, addressed to the other Party's address on this advertising agreement unless specified elsewhere.

D. Cumulative Rights. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the City or Team is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.

E. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Department and involve transactions relating to this advertising agreement.

F. Governing Law. This advertising agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

G. Compliance with Laws. The Team shall be responsible for compliance with all Federal and State regulations, standards and requirements. Team shall at all times be in compliance with such equipment, employees and training standards as may be required by law.

H. Data Practices. The Parties acknowledge that this advertising agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

I. Severability. The invalidity or unenforceability of any provision of this advertising agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this advertising agreement to the extent of its invalidity or unenforceability, and this advertising agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

J. Force Majeure. The Parties shall each be excused from performance under this advertising agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this advertising agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

K. Headings and Captions. Headings and captions contained in this advertising agreement are for convenience only and are not intended to alter any of the provisions of this advertising agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

L. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Parties arising prior to the expiration of this advertising agreement (whether by completion or earlier termination), shall survive such expiration.

M. Counterparts. This advertising agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[*Remainder of page left intentionally blank*]

IN WITNESS WHEREOF, the City and Team have caused this advertising agreement to be signed as of the date and year first above written.

CITY OF WILLMAR	THE BLIZZARD, LLC
By_____ Douglas E. Reese, Mayor	By_____ Chris Canavati, President
By_____ Kyle Box, Operations Director	By_____ Mitri Canavati, Vice-President

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	5.G.
Agenda Section:	Consent Items	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Shane Stefanick, Public Works Director
Item:	Airport Snow Removal Equipment Acceptance of Federal Grants		

RECOMMENDED ACTION:
Adopt the resolution accepting the Federal Aviation Administration FY 2026 Airport Improvement Program Grant Agreement with a maximum obligation of $360,099.

Adopt the resolution accepting the Federal Aviation Administration FY 2026 Airport Infrastructure Grant Agreement with a maximum obligation of $312,368.

OVERVIEW:
On April 20, 2026 the bid was accepted for the 2026 Airport Snow Removal Equipment (SRE) Acquisition project from RDO Equipment Company in the amount of $687,356. This bid includes a John Deere 624P wheel loader with snow blower, wing plow, snow pusher, and broom attachment.

The City was awarded two federal grants to pay for 95% of the snow removal equipment. The FY26 Airport Infrastructure Grant supports non-primary airport infrastructure improvements. The Airport Improvement Program grant (AIP) focuses on airport safety and security of public use airports.

After the acceptance of the grants the City's local share will be $17,696.50.

BUDGETARY/FISCAL ISSUES:
The following is a funding breakdown:

Description	Cost	FAA 95%	State 2.5%	Local 2.5%
Equipment	$687,356.00	$652,988.20	$17,183.90	$17,183.90
Engineering	$20,000.00	$19,000.00	$500.00	$500.00
Administration	$504.00	$478.80	$12.60	$12.60

Total	***$707,860.00***	***$672,467.00***	***$17,696.50***	***$17,696.50***

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Airport Improvement Program Grant Agreement
2. Airport Infrastructure Grant Agreement
3. Resolution - Airport Improvement Program Grant
4. Resolution - Airport Infrastructure Grant

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

Kyle Box, Acting City Administrator
City of Willmar
333 6th St SW
Willmar, MN 56201

Dear Mr. Box:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-27-0115-020-2026** at Willmar Municipal/John L Rice Field 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,

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

Airport/Planning Area: Willmar Municipal/John L Rice Field Airport

Airport Grant Number: 3-27-0115-020-2026

Unique Entity Identifier: GGFURU67TYY4

TO: City of Willmar

(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 April 27, 2026, for a grant of federal funds for a project at or associated with the Willmar Municipal/John L Rice Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Willmar Municipal/John L Rice Field Airport (herein called the “Project”) consisting of the following:

Acquire Snow Removal Equipment - Wheeled loader carrier vehicle, sweeper attachment, snow blower attachment, and snow plow attachment: (53.5489%)

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 **$360,099**.

   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
   $360,099 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. <u>Ineligible or Unallowable Costs</u>. 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 21, 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 January 09, 2026, 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. **Equipment Acquisition.** The sponsor understands and agrees that any equipment acquired through this grant is considered a facility as that term is used in the Grant Assurances. Further, the equipment must be only operated by the sponsor. The sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

32. **Buy American Executive Orders.** The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(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 Willmar

(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, **fullname}}**, 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 Willmar**), 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 April 27, 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

Kyle Box, Acting City Administrator
City of Willmar
333 6th St SW
Willmar, MN 56201

Dear Mr. Box:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) **Project No. 3-27-0115-021-2026** at Willmar Municipal/John L Rice Field 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,

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

Airport/Planning Area: Willmar Municipal/John L Rice Field Airport

Airport Grant Number: 3-27-0115-021-2026

Unique Entity Identifier: GGFURU67TYY4

TO: City of Willmar

(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 April 27, 2026, for a grant of federal funds for a project at or associated with the Willmar Municipal/John L Rice Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Willmar Municipal/John L Rice Field Airport (herein called the “Project”) consisting of the following:

Acquire Snow Removal Equipment - Wheeled loader carrier vehicle, sweeper attachment, snow blower attachment, and snow plow attachment: (46.4511%)

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 **$312,368**.

   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
   $312,368 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. <u>Ineligible or Unallowable Costs</u>. 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 21, 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 January 09, 2026, 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. **Equipment Acquisition.** The sponsor understands and agrees that any equipment acquired through this grant is considered a facility as that term is used in the Grant Assurances. Further, the equipment must be only operated by the sponsor. The sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

32. **Buy American Executive Orders.** The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(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 Willmar

(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, **fullname}}**, 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 Willmar**), 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 April 27, 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).

Resolution No._____

AUTHORIZATION ACCEPTING THE AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, approves Federal Aviation Administration FY 2026 Airport Improvement Program Grant 3-27-0115-020-2026 for the acquisition of snow removal equipment – wheeled loader carrier vehicle, sweeper attachment, snow blower attachment, and snow plow attachment in the maximum obligation of $360,099.

Dated this 3rd day of August, 2026

_____
Mayor

Attest:

_____
City Clerk

Resolution No._____

AUTHORIZATION ACCEPTING THE AIRPORT INFRASTRUCTURE GRANT AGREEMENT.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, approves Federal Aviation Administration FY 2026 Airport Infrastructure Grant 3-27-0115-021-2026 for the acquisition of snow removal equipment – wheeled loader carrier vehicle, sweeper attachment, snow blower attachment, and snow plow attachment in the maximum obligation of $312,368.

Dated this 3rd day of August, 2026

_____
Mayor

Attest:

_____
City Clerk

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	5.H.
Agenda Section:	Consent Items	**Originating Department:**	Finance
Resolution:	No	**Prepared By:**	Tom Odens, Finance Director
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Accounts Payable Report, July 16, 2026 - July 29, 2026		

RECOMMENDED ACTION:
Review and Approve Accounts Payable Listing

OVERVIEW:
The accounts payable report has been provided to the City Council and is available for public inspection upon request.

BUDGETARY/FISCAL ISSUES:
Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. 07.16.26 thru 07.29.26
2. EFT CK 671-675

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	9.A.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Kyle Box, City Operations Director, Jonah Johnson, Information Technology Director
Ordinance:	No	**Presented By:**	Kyle Box, City Operations Director, Jonah Johnson, Information Technology Director
Item:	Consider Approval of ISP Master Services Agreement		

RECOMMENDED ACTION:
Approve the "ISP Master Services Agreement" as presented with Broadband MN, Zuma Internet, and Intellipop.

OVERVIEW:
Willmar Connect is an "Open Access Network" which allows multiple Internet Service Providers (ISPs) to provide service to Willmar residents and businesses using the City-owned fiber optic network. In order for an ISP to operate on said network, a Master Service Agreement must be in place between the City and respective ISP. This agreement sets forth multiple guidelines, expectations, and terms. These are to not only ensure a beneficial relationship between the City and ISP, but also the ISP and customer.

Included within the Master Service Agreement are three exhibits:

A. ISP Customer Service Standards: A document outlining the City's expectations of the ISP to ensure fair and reliable services to its customers.
B. Fee Schedule: A list of fees applicable to the ISP's use of the City's fiber optic network. This fee schedule shall be included in the City's master fee schedule at a future date.
C. Network Manager Contact Information: A contact list for ISPs to use when support is needed from the City's Network Manager.

BUDGETARY/FISCAL ISSUES:
Each participating Internet Service Provider on Willmar Connect will be subject to the following fees:

1. NOC fee: This fee will be charged to each participating ISP on a monthly basis for access to the City's Network Operations Center (NOC). ISPs will use the NOC to house equipment in order to provide service to their respective customers.
2. Access fee: Every participating ISP will be charged this fee on a monthly basis for each active customer they have on the City's network.
3. Account Set-Up: A one-time fee charged to each participating ISP. This is charged to set up the participating ISP's account within the City's backend systems.

Other fees listed will only be applicable in various situations.

ALTERNATIVES TO CONSIDER:
None.

ATTACHMENTS:
1. Master Service Agreement_Willmar Connect (FINAL)
2. Exhibit B - Willmar Connect Fee Schedule (FINAL)

ISP MASTER SERVICES AGREEMENT

Dated as of _____, 20__

between

[ISP Name]

and

CITY OF WILLMAR, MINNESOTA

WILLMAR CONNECT FIBER NETWORK
ISP MASTER SERVICES AGREEMENT

Effective Date: _____

Between:

City of Willmar, a Minnesota municipal corporation ("City") and

[ISP Name], _____ [e.g., a corporation, limited liability company, limited partnership, limited liability limited partnership, etc. – the legal name of the entity must be stated correctly as it is registered] organized under the laws of the State of _____ ("ISP")

Collectively referred to as the "Parties"

DEFINITIONS

The following terms shall have the meanings set forth below when used in this Agreement:

"Agreement": This Willmar Connect ISP Master Services Agreement, including all Exhibits, as may be amended from time to time.

"Broadband": High-speed internet service meeting or exceeding the minimum speeds established by the FCC for broadband service, currently 100 Mbps download and 20 Mbps upload.

"City": The City of Willmar, a Minnesota municipal corporation organized and existing under Minnesota law.

"CPNI" or "Customer Proprietary Network Information": Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer, as defined in 47 U.S.C. § 222 and applicable FCC regulations.

"Effective Date": The date on which this Agreement is executed by both Parties, as set forth in the first line of this Agreement.

"End-User": A residential or business customer who purchases internet services from ISP using the Network infrastructure.

"Expiration Date": The earlier of:

(a) the end of the first quarter (March 31, June 30, September 30, or December 31) following the Operational Date; or

(b) March 31, 2029.

"FCC": The Federal Communications Commission, the federal agency responsible for regulating interstate and international communications by radio, television, wire, satellite, and cable.

"Fiber" or "Access Fiber": The dedicated fiber optic strand(s) connecting ISP's equipment in the NOC to individual End-User Premises.

"Force Majeure": Any event beyond the reasonable control of a Party, including but not limited to acts of God, natural disasters, war, terrorism, civil disturbance, labor disputes, governmental actions, pandemic, epidemic, or other public health emergencies.

"Governmental Program": The City's establishment of an open access, high-speed, fiber-optic, broadband infrastructure network for use by the residents and businesses primarily located in the City as End-Users through End-User contracts with ISPs, as supported by the day-to-day operation, management, maintenance and use of the Network by the Network Manager for the benefit of the public.

"ISP" or "Internet Service Provider": The entity entering into this Agreement with the City to provide internet services or any other data services to End-Users over the Network, as identified in the opening paragraph of this Agreement.

"Network" or "Willmar Connect": The City-owned open access fiber optic network infrastructure, including all fiber optic cables, conduits, equipment, facilities, and related components that comprise the Willmar municipal broadband system.

"Network Interface Device" or "NID": The device mounted on the wall of each End-User premise to which the City's fiber distribution network extends from the NOC, and which serves as the demarcation point between the City's Network and ISP's service delivery infrastructure.

"Network Manager": The entity designated by the City pursuant to a separate agreement to manage the day-to-day operations of the Network on behalf of the City, as well as and any successor entity appointed by the City as the Network Manager.

"NOC" or "Network Operations Center": The central facility housing network equipment where ISPs connect to the Network and locate their networking equipment, servers, and related infrastructure.

"NNI" or "Network-to-Network Interface": The physical and logical interface point where ISP's network equipment connects to the Network infrastructure, enabling ISP to provide services to End-Users.

"Open Access": The network model whereby multiple competing service providers can use the same physical infrastructure on a non-discriminatory basis to offer services to End-Users, promoting competition and consumer choice.

"Operational Date": The date the first End-User of the Network is activated.

"Parties" or "Party": Refers collectively to the City and ISP as "Parties" or individually as a "Party" to this Agreement.

"Premises": A residential dwelling unit or business location within the Service Area that is connected or capable of being connected to the Network.

"Service Area": The geographic area primarily within the City of Willmar where the Network infrastructure has been deployed and is available for providing internet services to End-Users.

"Termination for Cause": Termination of this Agreement by either Party due to material breach, default, or other specified grounds as outlined in Section 7.3 of this Agreement.

"Termination for Convenience": Termination of this Agreement by either Party without cause upon providing the required advance written notice as specified in Section 7.3 of this Agreement.

ARTICLE 1. PURPOSE

Pursuant to Minnesota Statute § 429.021, subd. 1(19), cities may improve, construct, extend, and maintain facilities for Internet access and other communications purposes, including fiber optic communications networks.

This Master Services Agreement establishes the terms under which the City will provide ISP with non-exclusive access to the Willmar Connect open access fiber network ("Network") to enable ISP to offer broadband services and additional, associated data services through the Network to end-users ("End-Users") within the City of Willmar service area to assist the City in carrying out the Governmental Program. This Agreement sets forth the fundamental business relationship between the Parties, defining rights, responsibilities, and obligations necessary for the successful operation of internet services on the City's open access fiber infrastructure.

ARTICLE 2. QUALIFICATION REQUIREMENTS

The City Council has authorized ISP to provide internet services to End-Users in the City pursuant to this Agreement because ISP demonstrated compliance with the following pre-qualification requirements, which are designed to ensure that all service providers on the Network maintain the technical capability, financial stability, and commitment to customer service necessary to support the City's broadband infrastructure goals. The City Council may, in its sole discretion, seek a recommendation from the Broadband Commission prior to the approval of this Agreement. The ISP must maintain compliance with the following requirements during the initial Term and any Renewal Term of this Agreement.

2.1 Technical Capability

ISP must possess the technical expertise and equipment necessary to interface with the Network through a dedicated Network-to-Network Interface (NNI). This includes demonstrating the capability to provide high-quality internet services that are aligned with current industry standards and meet or exceed federal broadband standards. Specifically, ISP must be capable of offering service packages with minimum speeds of 100 Mbps download and 100 Mbps upload. ISP shall provide documentation of its technical infrastructure, network architecture, and equipment specifications as part of the pre-qualification process.

2.2 Financial Stability

ISP must demonstrate sufficient financial stability to support ongoing operations and the capital investments required to deliver services on the Network. As evidence of financial stability, the City may require that ISP provide two (2) years of audited or reviewed financial statements prepared in accordance with generally accepted accounting principles prior to execution of this Agreement. Pursuant to Section 6.3, the City may also conduct ongoing review of ISP's financial ability to deliver services on the Network. These financial statements must demonstrate positive cash flow, manageable debt levels, and sufficient working capital to support the ISP's proposed operations in the Willmar service area. If ISP has been operational for less than two years, ISP shall provide other documentation showing its ability to operate with sufficient capacity to serve consumers in a reasonable manner.

Additionally, ISP must provide evidence of financial capacity to invest in the necessary equipment, personnel, and operational infrastructure required to serve customers on the Network. Current certificates of insurance meeting the requirements outlined in Section 10 of this Agreement must also be provided as part of the financial qualification process.

2.3 Regulatory Compliance

ISP must maintain active registration with the Minnesota Secretary of State and remain in good standing under Minnesota law throughout the Term of this Agreement. ISP shall comply with all applicable federal, state, and local telecommunications regulations, including but not limited to Federal Communications Commission (FCC) regulations governing internet service providers. If required by applicable law or regulation, ISP must maintain a valid FCC registration and provide evidence of such registration to the City. ISP represents that it has not been convicted of fraud, telecommunications-related crimes, or other offenses that would impair its ability to serve as a reputable provider on the Network.

2.4 Customer Service Standards

ISP must demonstrate a track record of providing quality customer service in other markets where it operates, or if a new entrant, must provide a detailed customer service plan that meets or exceeds industry standards. ISP shall provide the City with written customer terms and conditions that reflect a community-focused business model emphasizing fair dealing,

transparency, and customer satisfaction. These terms and conditions will be reviewed by the City to ensure alignment with the community values underlying the Willmar Connect project. ISP commits to meeting or exceeding the ISP Customer Service Standards attached hereto and incorporated herein as Exhibit A to this Agreement, which establish minimum performance benchmarks for response times, support availability, and service quality.

2.5 Affordable Connectivity

The City is committed to ensuring that broadband service is accessible to all residents regardless of income level. To further this goal, the ISP must work with the Broadband Commission to develop at least one service tier that is priced to enable connectivity for customers at all socio-economic levels, including low-income households. Alternative programs established independently by ISP to offer accessibility for low-income households or any other deviation from the requirements of this Section are subject to the approval of the Broadband Commission. ISP shall implement special protections for vulnerable populations as further described in Exhibit A to this Agreement.

ISP's pricing structure must be published and available to the public and shall reflect fair and reasonable rates for the community. The City reserves the right to review ISP's pricing periodically to ensure continued alignment with community affordability objectives.

2.6 Business Plan

At the request of the City, ISP shall provide a comprehensive written business plan that outlines its strategy for growth, sustainability, and long-term operations in the Willmar service area. The business plan must include detailed financial projections, marketing strategy, competitive analysis, and operational plans. ISP shall provide projected subscriber counts for the first twenty-four (24) months of operations, along with assumptions underlying these projections. The business plan should demonstrate ISP's understanding of the local market, its competitive positioning, and its ability to achieve financial sustainability while serving the Willmar community.

2.7 Open Access Commitment

ISP agrees that it will compete based on service quality, pricing, and customer satisfaction rather than through attempts to monopolize access or engage in anti-competitive practices. ISP acknowledges that the Network may serve multiple competing internet service providers and commits to working cooperatively with the City, Network Manager, and other ISPs to ensure the success of the open access model.

2.8 Network Security

ISP must maintain documented security measures designed to protect the Network and End-Users from cyber threats, including malware, denial-of-service attacks, unauthorized access, and other security risks. ISP shall provide the City with its cybersecurity policies and procedures, including an incident response plan that details how ISP will respond to security breaches, data

compromises, or other security incidents. ISP's security measures must comply with industry best practices and applicable legal requirements, including data protection and privacy laws. ISP shall implement appropriate abuse management procedures to address complaints of network abuse, spam, copyright infringement, or other misuse of its services.

2.9 Published Quality Commitments

ISP must publish service level commitments on its public-facing website, providing transparency to potential customers regarding network performance, service availability, and quality standards. These published commitments must address expected service speeds, latency, network reliability, customer support response times, and any limitations or restrictions that apply to ISP's services. ISP shall communicate clearly and honestly about its service capabilities and shall maintain clear communication policies regarding planned maintenance, service outages, and other events that may affect End-User service.

ARTICLE 3. NETWORK ACCESS

3.1 Grant of Access

The City hereby grants ISP a non-exclusive license to access and use the Network for the purpose of providing internet services to End-Users located within the Willmar service area. This grant of access is subject to all terms, conditions, and limitations set forth in this Agreement and does not convey any ownership interest in the Network infrastructure. The access granted hereunder includes one dedicated fiber strand running from ISP's equipment located in the Network Operations Center (NOC) to each active End-User premise served by ISP. Physical space will be allocated to ISP within the NOC for placement of ISP's networking equipment, servers, and related infrastructure necessary to deliver services, as further detailed in the NOC Space Agreement to be executed separately. ISP shall also have access to Network monitoring systems within the NOC that provide visibility into the performance and status of the physical infrastructure serving ISP's customer base.

3.2 Network Operations

The City, acting through its designated Network Manager, will be responsible for all aspects of operating and maintaining the physical fiber infrastructure that comprises the Network. The Network Manager will provide continuous monitoring of the Network through a twenty-four hour per day, seven day per week Network Operations Center staffed with qualified technical personnel. The Network Manager will handle all repairs and maintenance of the fiber network including both routine preventive maintenance and emergency repairs necessitated by damage or equipment failure. The Network Manager will coordinate all service installations and disconnections, working with ISPs to ensure timely activation of new End-User connections and professional handling of service terminations. The Network Manager shall maintain comprehensive Geographic Information System (GIS) documentation of the Network, tracking the location and status of all fiber routes, connection points, and network assets. This

documentation will be made available to ISPs as necessary to support their service delivery operations.

3.3 Demarcation Point

For purposes of defining maintenance responsibilities, operational control, and liability, the standard demarcation point between the City's Network and the ISP's service delivery infrastructure shall be the Network Interface Device ("NID") or other City-approved connection point mounted on the exterior of each End-User premise.

The City, through its Network Manager, shall be responsible for the City's Network infrastructure extending from the Network Operations Center through the fiber distribution network to the exterior demarcation point at each End-User location. This responsibility includes, but is not limited to, fiber optic cable, splice points, connection hardware, network access equipment, and associated infrastructure up to and including the NID or exterior connection point.

If the City provides or owns use of an Optical Network Terminal ("ONT") at the End-User premise, the City's maintenance and operational responsibilities shall extend to and include the City-owned ONT. In such cases, the demarcation point for maintenance responsibility shall be deemed to occur at the customer-facing Ethernet port or other City-designated service handoff point on the ONT, unless otherwise agreed to in writing by the City and ISP.

The ISP shall be responsible for all ISP-provided equipment, wiring, services, and customer support beyond the applicable demarcation point. This includes, but is not limited to, ISP-provided routers, gateways, Wi-Fi equipment, inside wiring, customer premise equipment not owned by the City, and any equipment or services necessary to deliver the ISP's retail service within the End-User's home or business.

3.3.1 ISP Provided Equipment

If an ISP proposes to use ISP-owned equipment, including but not limited to an ONT or other customer-premises equipment, such equipment must be compatible with the City's Network and must meet all technical, operational, security, and interoperability standards established by the City or its Network Manager. No ISP-owned equipment may be installed or connected to the City's Network until it has been reviewed and approved in advance by the City or its Network Manager.

The ISP shall be responsible for ensuring that any ISP-owned equipment is properly provisioned, configured, installed, and maintained in accordance with City requirements and any applicable network specifications, policies, or procedures. The City reserves the right to deny, suspend, or revoke approval of any ISP-owned equipment that is determined to be incompatible, improperly provisioned, operationally disruptive, or otherwise not in the best interest of the integrity, reliability, security, or uniform operation of the Network.

3.4 No Representations

The City has made no promise to alter, remodel, repair or improve the Network after the completion of the Network as depicted and described in the Network Construction Drawings and Specifications, except as in this Agreement, and has made no representation of the condition of the Network or the suitability of the Network for the purpose stated herein other than what is contained in this Agreement.

3.5 Capital Improvements

The City shall have the right to make capital improvements to the Network, provided that the City will not unreasonably interfere with the use and operation of the Network in performing any such capital improvements.

3.6 Alterations

ISP shall not make any alterations to the Network without the written consent of the City. Consent shall be obtained by submitting a written description to the City of the proposed alteration describing the conditions which necessitated such alteration and including any information that may be required by the City. The City may approve, disapprove, require more information in its sole judgment and discretion. The City's consent to the proposed alteration shall be provided in writing.

3.7 Insurance and Security

ISP shall require appropriate insurance for all contractors who work on the Network, in the NOC, and shall allow no mechanics' liens to be incurred or filed against the Network.

3.8 Lien Waivers

ISP shall provide lien waivers to the City from any contractors or subcontractors furnishing material, service or labor to any alteration or improvement, which the City may, in its discretion, require in advance of approving the alteration or improvement.

3.9 Protection from Liens

ISP shall promptly pay for all alterations that are requested by ISP and approved by the City under this Agreement and shall promptly pay all laborers employed and all subcontractors furnishing material or services to the ISP for such alterations. ISP hereby covenants and agrees that ISP will not permit or allow any mechanics or materialmen liens to be placed on the City's interest in the Network or any other City-owned property during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be filed against the City's interest, ISP shall take all steps necessary to remove it within 120 days of its being filed. ISP may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, et seq., provided ISP first posts a surety bond, in

favor of and insuring the City, in an amount equal to 125% of the amount of any such lien, or otherwise protect the City from foreclosure of the Network or other City-owned property.

ARTICLE 4. FEES AND PAYMENT

4.1 NOC Membership Fee

ISP shall pay to the City a monthly NOC Membership Fee as shown in Exhibit B. The NOC Membership Fee shall be included in the City's Fee Schedule, which may be amended from time to time. This fee provides ISP with access to the NOC facility, including physical space for ISP equipment, electrical power to operate that equipment, environmental controls (heating, cooling, and ventilation), physical security, and basic infrastructure necessary to interconnect with the Network. The initial NOC Membership Fee is due and payable at such time that the NOC has been constructed and is able to provide service to End Users, and subsequent payments of the NOC Membership Fee shall be due at the start of each monthly Term thereafter. This fee is charged on a monthly basis regardless of the number of End-Users served by ISP and represents the base cost of maintaining ISP's presence on the Network.

4.2 Access Fiber Fee

In addition to the NOC Membership Fee, ISP shall pay a monthly Access Fiber Fee for each active End-User connection that ISP serves on the Network. The per-connection fee is shown in Exhibit B and shall be included in the City's Fee Schedule, which may be amended from time to time. This fee is calculated based on the number of End-Users receiving service from ISP on the last day of each calendar month, as determined by the Network Manager's provisioning and billing systems. The Access Fiber Fee compensates the City for providing and maintaining the dedicated fiber strand connecting each End-User location to ISP's equipment in the NOC, as well as the associated costs of network monitoring, maintenance, and operations allocated to that connection. Payment of the monthly Access Fiber Fee is due on the 15th day of each month for the previous month's usage. ISP shall submit payment along with a detailed accounting of active connections as of the last day of the billing period.

4.3 Late Payment

Timely payment of all fees is essential to maintaining the financial sustainability of the Network and ensuring continued operations. Payments not received by the City within fifteen (15) business days of the applicable due date shall be subject to a late payment fee in the amount of $100 per day for each day the payment remains outstanding. In addition to late fees, if ISP fails to remit payment for fees owed to the City within fifteen (15) days after the original due date, the City reserves the right to suspend ISP's access to the Network until all outstanding amounts, including late fees, have been paid in full. Such suspension may result in service interruption to ISP's End-Users, for which ISP shall bear full responsibility. The City will provide ISP with written notice of any impending suspension at least five (5) business days in advance, during which time ISP may cure the default by remitting all amounts due.

4.4 Fee Schedule Transparency

The City is committed to operating the Network in a transparent and non-discriminatory manner. All fees charged to ISPs for access to the Network are published on the City's public website and in the City's Fee Schedule and are applied uniformly to all ISPs without preference or discrimination. The City Council retains the authority to adjust fees on an annual basis to reflect changes in the cost of Network operations, maintenance, and capital improvements. However, any such annual fee increase shall not exceed 10% of the prior year's fee amount, unless a change in law or applicable regulations outside of the control of the City requires a greater increase to allow for the City to continue the operation of the Governmental Program. Any annual fee adjustments will be made only after a minimum of ninety (90) days advance written notice to all ISPs, allowing sufficient time for ISPs to adjust their business models and pricing accordingly. Fee adjustments, when implemented, will apply equally to all ISPs operating on the Network, ensuring that no provider receives preferential treatment with respect to pricing.

ARTICLE 5. SERVICE OBLIGATIONS

5.1 ISP Service Requirements

ISP assumes primary responsibility for delivering high-quality internet services to End-Users and managing all aspects of the customer relationship. ISP shall provide continuous internet service to End-Users using industry-standard best efforts to maintain service availability, performance, and reliability. To support its End-User base, ISP shall staff a customer service contact center, ensuring that End-Users can reach ISP support personnel to report service issues, ask questions about their accounts, or request technical assistance. ISP shall maintain technical support capability with qualified personnel, enabling rapid response to service issues. ISP shall respond to all service issues, inquiries, and complaints in accordance with the Customer Service Standards set forth in Exhibit A to this Agreement, which establish specific timeframes and quality benchmarks for customer interactions. ISP shall provide quarterly service reports to the Network Manager summarizing key operational metrics, customer complaints, service outages, and other information relevant to monitoring ISP's performance and compliance with this Agreement. ISP shall maintain all necessary licenses, permits, and regulatory approvals required to operate as an internet service provider in Minnesota and shall comply with all applicable federal, state, and local laws and regulations.

5.2 Prohibited Uses

ISP shall not use Network access for any purpose that is illegal, fraudulent, abusive, or contrary to the interests of the City, the Network, or the community. Prohibited uses include but are not limited to: providing services that facilitate illegal activity; engaging in fraudulent billing or marketing practices; using the Network in ways that could damage the physical infrastructure or compromise network security; distributing malware or facilitating cyber-attacks; violating applicable laws or regulations governing telecommunications or internet services; or engaging in

anti-competitive practices designed to exclude or disadvantage competing ISPs on the Network. The City and Network Manager reserve the right to notify ISP of any infractions, policy violations, or concerns arising from ISP's use of the Network or the actions of ISP's End-Users. ISP shall respond promptly to address any concerns raised by the City or Network Manager. Concerns that remain unaddressed after reasonable notice and opportunity to cure may result in discontinuation of ISP's access to the Network, either on a temporary basis pending resolution or permanently through termination of this Agreement, at the City's discretion. The City may also, at its option, suspend access for individual End-Users whose actions violate applicable law or Network policies, while allowing ISP to continue serving other End-Users in good standing.

5.3 Network Manager Coordination

Given the City's operational model whereby the Network Manager handles physical infrastructure while ISPs manage customer relationships and service delivery, close coordination between ISPs and the Network Manager is essential. ISP shall coordinate with the Network Manager on all matters affecting the physical network infrastructure or requiring Network Manager involvement. This includes but is not limited to: submitting service installation requests when new End-Users wish to subscribe to ISP's services, providing all necessary information to enable the Network Manager to provision fiber connections efficiently; opening trouble tickets with the Network Manager when ISP determines that service issues are related to the physical fiber plant rather than ISP's own equipment or systems; coordinating planned maintenance windows that may affect End-User services, ensuring that End-Users receive adequate advance notice of any anticipated service interruptions; working with the Network Manager during emergency repairs to provide status updates to affected End-Users and minimize service disruption; and processing End-User disconnection requests through the Network Manager to ensure that fiber resources are properly de-provisioned when customers cancel service or switch to another ISP.

ARTICLE 6. QUALITY AND PERFORMANCE AND OVERSIGHT

6.1 Customer Service Standards

ISP shall meet or exceed the Customer Service Standards that are detailed in Exhibit A to this Agreement. These standards establish minimum performance benchmarks that all ISPs on the Network must maintain to ensure that End-Users receive consistent, high-quality support regardless of which ISP they choose. Key elements of the Customer Service Standards include: maximum timeframes within which ISP must acknowledge customer calls, emails, or other service requests; support response windows specifying how quickly ISP must provide technical support for various categories of service issues; field service response times for situations requiring technician dispatch to End-User locations; emergency outage response requirements ensuring that ISP responds rapidly to critical service interruptions affecting multiple End-Users; and all Service Reliability requirements. These standards reflect the City's commitment to

ensuring that all residents have access to excellent customer service from any ISP operating on the Network.

6.2 Performance Monitoring

The City reserves the right to monitor ISP's compliance with the Customer Service Standards to ensure that all providers on the Network maintain acceptable quality levels. Monitoring may include review of service reports submitted by ISP, analysis of customer complaint data, periodic audits of ISP's customer service operations, and direct testing of service quality. ISP must provide quarterly performance reports to the Network Manager and the City documenting key metrics such as average call response times, ticket resolution rates, customer satisfaction scores, service availability statistics, and other indicators of operational performance. Failure to meet established performance standards may result in various consequences depending on the severity and persistence of the deficiency, ranging from required corrective action plans for isolated issues, to penalties payable to the City or service credits payable to affected End-Users for significant performance failures, to termination of this Agreement in cases of chronic non-compliance that cannot be remediated despite reasonable efforts and opportunities to cure.

The Broadband Commission may impose penalties payable to the City for failure to meet performance standards and those Customer Service Standards set forth in Exhibit A. Such penalties shall be as follows:

a. First Occurrence:
    i. Written warning and requirement to submit corrective action plan to the City within 15 days.
b. Second Occurrence (same standard within 12 months):
    i. $1,000 penalty and a mandatory meeting with City representatives.
c. Third Occurrence (same standard within 12 months):
    i. $5,000 penalty and potential suspension of new customer additions.

ISP may appeal any penalty imposed by the Broadband Commission to the City Council by submitting a written notice of appeal to the City Administrator within ten (10) business days following the imposition of such penalty. The appeal shall be heard by the City Council within thirty (30) days at a regularly scheduled meeting of the City Council. Upon the timely submission of a written notice of appeal, the payment of any penalty or performance any other corrective action will be stayed until the City Council has heard such appeal and has issued a written order on the same.

6.3 Determination of Continued Governmental Use

ISP shall provide any additional records or other information reasonably requested by the City in order to allow the City to determine that ISP is using and conducting its activities with respect to the Network in furtherance of the Governmental Program and for no other purpose. The City,

through its City Administrator, Broadband Commission, Network Manager or other duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of ISP and involve transactions relating to this Agreement.

6.4 Compliance as to Bonds

If interest on any bonds issued by the City for the Project is intended to be excludable from gross income for federal income tax purposes ("Tax-Exempt Bonds") and if the City determines, based upon the written notice of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any Tax-Exempt Bonds will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result. In no event shall the foregoing agreement require any Party to amend or modify any material term of this Agreement.

ISP irrevocably waives any claim for depreciation or investment credit with respect to the Network.

ARTICLE 7. TERM AND TERMINATION

7.1 Initial Term

This Master Services Agreement shall commence on the Effective Date set forth in the opening paragraph and shall continue for the remainder of that fiscal quarter, beginning on the Operational Date and ending on the Expiration Date (the "Term"), unless either; (a) renewed as provided in Section 7.2, or (b) earlier terminated pursuant to the provisions of Section 7.3.

7.2 Renewal

This Agreement shall automatically be renewed in three (3) month quarterly term(s) (each a "Renewal Term") and the Expiration Date shall be adjusted accordingly for the Renewal Term(s), unless either Party, at its sole discretion, elects not to renew this Agreement by providing advanced written notice of non-renewal to the other Party at least one full Term before the non-renewal date as provided in Section 7.3.

7.3 Termination Rights

Either Party may terminate this Agreement under the following circumstances. Termination with cause may occur immediately upon a material breach of this Agreement by the other Party, provided that the breaching Party has been given written notice of the breach and thirty (30) days to cure the default, and has failed to do so within that cure period. Material breaches include but are not limited to: failure to pay fees when due; violation of technical or customer service standards that persists despite notice and opportunity to cure; use of the Network for prohibited purposes; material misrepresentation in the application or qualification process; loss of required licenses, insurance, or regulatory approvals; bankruptcy or insolvency; or any other failure to

perform material obligations under this Agreement. Either Party may also terminate this Agreement without cause by providing advanced written notice of non-renewal to the other Party at least one full Term before the non-renewal date. This without-cause termination provision allows either the City or ISP to exit the relationship if business conditions, strategic priorities, or other factors make continued participation in the Network no longer desirable, while providing sufficient notice to allow for orderly transition and minimize disruption to End-Users.

The City shall terminate this Agreement upon the termination of the Governmental Program or change in the Governmental Program that no longer allows the City to own the Network and/or operate the Governmental Program thereon.

7.4 Effect of Termination and End – User Protection

The City and ISP recognize that End-Users are the ultimate beneficiaries of the Network and that protecting End-User interests must be a priority in all situations, including ISP termination scenarios. Accordingly, the City expressly reserves the right to redirect End-Users from a terminating or defaulting ISP to alternative ISPs on the Network to maintain service continuity.

Upon termination of this Agreement for any reason, several consequences follow automatically. ISP shall immediately cease using the Network to provide services to new End-Users, although ISP may continue serving existing End-Users during a reasonable transition period as negotiated with the City. ISP shall coordinate closely with the City and Network Manager to facilitate migration of ISP's existing End-Users to alternative service providers on the Network, ensuring continuity of service and minimizing customer disruption. ISP shall provide the City and Network Manager with such End-User information necessary or requested by the City to enable End-User migration, including customer contact information, subject to applicable privacy laws. The City, for its part, shall work proactively to ensure that End-Users are not left without internet service due to ISP's departure from the Network, including facilitating customer transitions to alternative ISPs and providing information to End-Users about alternative service options. ISP may also be required to provide End-User contact information to alternative ISPs, subject to applicable privacy laws. ISP shall coordinate service cutover dates and communicate directly with End-Users about their options for continuing service. ISP shall cooperate fully with any such transition process and shall not interfere with End-Users' ability to switch to alternative providers.

ISP shall remove all of its equipment from the NOC within thirty (30) days after the effective date of termination, leaving the space clean and in good condition. All outstanding fees owed by ISP to the City become immediately due and payable upon termination, regardless of normal payment terms. Any prepaid fees or deposits held by the City will be reconciled and refunded to ISP as appropriate after deducting any amounts owed to the City.

ARTICLE 8. OPEN ACCESS PRINCIPLES

8.1 Non-Discrimination

The Network is operated as an open access network, meaning that all qualified ISPs have equal opportunity to serve End-Users without discrimination or preferential treatment. The City commits to providing equal access to all qualified ISPs on the same terms and conditions, ensuring that no provider receives advantages over its competitors based on political favoritism, business relationships, or other inappropriate factors. The City will not grant preferential treatment to any ISP with respect to pricing, with all ISPs paying identical fees for equivalent services. The City will not discriminate among ISPs in the provision of technical support, with all providers receiving equal access to Network Manager resources and equal priority for service requests, installations, and trouble resolution. The City will not discriminate in terms of service quality, ensuring that the physical infrastructure performs equally well for all ISPs regardless of their market position or customer base. The City will not share confidential business information about one ISP with competing ISPs, maintaining appropriate information barriers to protect each provider's proprietary data and business strategies. City employees and elected officials will not receive free or reduced-rate services from any ISP as a form of compensation or preferential treatment, ensuring that all users pay fair market rates for services regardless of their relationship to City government. The City shall comply with all requirements set forth in Minn. Stat. § 429.021, subd. 19 with regard to the Network.

8.2 Competitive Neutrality

ISP acknowledges that the Network is designed to support multiple competing internet service providers simultaneously, and that ISP will be competing with other providers for End-User subscriptions. ISP agrees to compete fairly based on the quality of its services, the attractiveness of its pricing, the responsiveness of its customer support, and other legitimate competitive factors rather than through attempts to monopolize network access or engage in anti-competitive practices. ISP agrees not to interfere with other ISPs' operations, whether through physical interference with network infrastructure, electronic interference with data transmission, dissemination of false information about competitors, or other inappropriate competitive tactics. ISP agrees to cooperate with the City and other ISPs on customer transitions when End-Users choose to switch from one provider to another, facilitating smooth service transfers and avoiding practices designed to make switching difficult or burdensome. ISP agrees not to engage in anti-competitive practices such as predatory pricing designed to drive competitors from the market, exclusive dealing arrangements that prevent End-Users from accessing competing services, or collusion with other ISPs to fix prices or divide markets. To the extent that the City may choose to independently provide services over the Network, the City shall comply with all requirements set forth in Minn. Stat. § 429.021, subd. 19.

8.3 Transparency

Transparency in fees, services, and network operations is essential to maintaining public trust in the Network and ensuring that all stakeholders have access to information necessary for informed decision-making. The City shall publish the fee schedule for Network access on its public website, making clear to all potential ISPs and to the general public what costs are associated with providing service on the Network. The City shall publish information about network performance, service standards, and operational policies, ensuring that ISPs and End-Users understand what they can expect from the Network infrastructure. ISP, for its part, shall publish its service offerings, pricing, terms of service, and customer policies on its public-facing website, enabling potential customers to make informed choices about which ISP to select. Both Parties shall communicate transparently about service issues, planned maintenance, outages, and other events that may affect End-Users, ensuring that accurate and timely information flows from network operators to service providers to end customers.

ARTICLE 9. REPRESENTATIONS AND WARRANTIES

9.1 City Representations

The City represents and warrants to ISP that the City possesses full legal authority to enter into this Agreement and perform the obligations set forth herein. The City is a duly organized and validly existing municipal corporation under the laws of the State of Minnesota, with full power and authority to own and operate telecommunications infrastructure and to enter into agreements with private service providers for use of that infrastructure. The City represents that the Network has been constructed, or will be constructed prior to ISP's commencement of service, in accordance with applicable industry standards and engineering best practices, using quality materials and qualified contractors. The City commits to providing access to the Network on a non-discriminatory basis, treating all qualified ISPs equally with respect to fees, technical support, service quality, and all other material terms. The City will maintain the Network infrastructure through a qualified Network Manager possessing the technical expertise, resources, and operational capabilities necessary to ensure reliable network performance.

9.2 ISP Representations

ISP represents and warrants to the City that ISP is a legal entity duly organized and validly existing under the laws of the State of Minnesota, in good standing with the Minnesota Secretary of State, and possessing all authority necessary to enter into and perform this Agreement. ISP has the technical capability and expertise to deliver internet services to End-Users in accordance with current industry standards, possessing qualified personnel, appropriate network infrastructure, and sufficient operational resources to fulfill its obligations under this Agreement. ISP possesses adequate financial capacity to support ongoing operations, make necessary capital investments, and meet its payment obligations to the City, as evidenced by the financial statements provided during the pre-qualification process. ISP maintains all licenses, permits, certifications, and

regulatory approvals required to operate as an internet service provider under applicable federal, state, and local law. ISP has not been convicted of fraud, telecommunications-related crimes, or other offenses that would call into question its fitness to serve as a reputable provider on the Network. ISP commits to complying with all applicable laws, regulations, and industry standards governing the provision of internet services, including but not limited to consumer protection laws, privacy regulations, and telecommunications requirements.

ARTICLE 10. INSURANCE

10.1 Required Coverage

To protect against potential liabilities arising from ISP's operations on the Network, ISP shall maintain comprehensive insurance coverage at all times during the term of this Agreement. The following types and amounts of coverage are required at minimum:

Worker’s Compensation	Statutory Limits
Professional Liability/Errors and Omissions Policy	$2,000,000 per occurrence $3,000,000 aggregate
Employer’s Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Comprehensive General Liability	$2,000,000 property damage, bodily injury, personal injury, and advertising injury per occurrence $3,000,000 general aggregate $3,000,000 Products – Completed Operations Aggregate $500,000 fire legal liability each occurrence
Cyber Liability	$2,000,000 per occurrence $3,000,000 aggregate
Comprehensive Automobile Liability	$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owed vehicles)
Umbrella or Excess Liability	$1,000,000

10.2 Additional Requirements

ISP's insurance policies must meet several additional requirements to ensure adequate protection for the City. The City must be named as an additional insured on ISP's Commercial General Liability and Cyber Liability policies, providing the City with direct coverage for claims arising from ISP's operations. This additional insured status does not apply to Workers' Compensation or Professional Liability policies where such endorsements are not customary or available. All policies must provide that coverage will not be canceled or materially changed without at least thirty (30) days advance written notice to the City, ensuring that the City has adequate warning if coverage is about to lapse. ISP shall provide certificates of insurance to the City before the Effective Date of this Agreement and upon each policy renewal thereafter, with certificates reflecting the coverage types, limits, policy periods, and additional insured status required under this Agreement. All liability policies must be written on an "occurrence" form, meaning that coverage responds to incidents occurring during the policy period regardless of when claims are filed, rather than on a "claims made" basis that provides less favorable coverage terms.

10.3 Effect of Failure to Provide Insurance

If ISP fails to provide the specified insurance, as applicable, then ISP will defend, indemnify and hold harmless the City and the City’s officials, agents, and employees from any loss, claim, liability, and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require the ISP to:

a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or

b. Furnish a written acceptance of tender of defense and indemnity from the ISP’s insurance company.

ISP will take the action required by the City within fifteen (15) days of receiving notice from the City.

Notwithstanding the foregoing, the City reserves the right to immediately terminate this Agreement pursuant to Section 7.3 in the event that insurance requirements are not maintained or required as provided herein during the term of this Agreement.

ARTICLE 11. INDEMNIFICATION

11.1 ISP Indemnification

ISP shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its Network Manager, officers, employees, agents, and representatives from and against any and all claims, demands, lawsuits, losses, damages, costs, and expenses (including reasonable attorneys'

fees) arising from or related to: ISP's breach of any provision of this Agreement; ISP's negligent acts or omissions in connection with its use of the Network or provision of services to End-Users; ISP's willful misconduct or intentional violations of law; ISP's provision of internet services to End-Users, including claims by End-Users regarding service quality, billing disputes, or service interruptions; damage to the Network infrastructure or City property caused by ISP's equipment, personnel, or operations; injury to persons or property resulting from ISP's activities on City premises or in connection with the Network; actions or omissions of ISP's employees, contractors, or subcontractors in connection with this Agreement; or violations of law, regulation, or third-party rights by ISP in the course of its operations. ISP shall defend the City against the foregoing, or litigation in connection with the foregoing, at ISP's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. This indemnification obligation survives termination or expiration of this Agreement and applies to claims arising from events occurring during the term even if asserted after termination.

11.2 City Indemnification

The City shall indemnify, defend with counsel acceptable to ISP, and hold harmless ISP, its officers, employees, agents, and representatives from and against any and all claims, demands, lawsuits, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or related to: the City's breach of any provision of this Agreement; the City's negligent acts or omissions in connection with ownership, operation, or maintenance of the Network; the City's willful misconduct or intentional violations of law; defects in the Network infrastructure or City-owned facilities that result in damage to ISP's equipment or operations; or injury to persons or property resulting from the City's activities or the condition of City-owned property. This indemnification obligation is subject to the limitations on municipal liability established by Minnesota law, including without limitation Minnesota Statutes Sections 466.04 (municipal tort liability limitations) and 604.02 (comparative fault), which limit the City's liability for tort claims and establish maximum recovery amounts for claims against municipalities. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of ISP. Nothing in this Section shall be construed to waive any immunity, defense, or limitation on liability available to the City under applicable law.

11.3 Assumption of Risk

ISP knows, understands, and acknowledges the risks and hazards associated with using the Network for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. Except for the City's negligence, willful acts, and indemnification

obligations set forth above, ISP hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by ISP as a result of ISP's use of the City Network, and hereby irrevocably releases and discharges the City and any of their officials, employees or agents from any and all claims of liability.

ARTICLE 12. DISPUTE RESOLUTION

12.1 Escalation Process

Disputes between the Parties shall be resolved through a structured escalation process designed to encourage collaborative problem-solving before resorting to formal legal proceedings. The first level of escalation involves review by the Network Manager, who will attempt to facilitate resolution of operational disputes or disagreements about network performance, service standards, or day-to-day matters. If the Network Manager cannot resolve the dispute within fifteen (15) business days, the matter shall be escalated to the executive level, with the City Administrator and ISP's senior executive officer meeting to discuss the dispute in good faith and attempt to reach a mutually acceptable resolution. During the resolution process, the City Administrator shall engage with the Broadband Commission and the City Council, as necessary, to attempt to resolve such dispute efficiently. If executive-level discussions do not resolve the dispute within an additional forty-five (45) days, the Parties shall submit the matter to mediation in accordance with the Alternative Dispute Resolution Rules of the Minnesota District Courts. The Parties shall jointly select a qualified mediator, share equally in the costs of mediation, and participate in good faith in the mediation process for a period of at least thirty (30) days before either Party may commence litigation. Only after exhausting this escalation process and making a good faith effort to resolve the dispute through mediation may either Party pursue any remedy available at law.

12.2 Service Continuity

During the pendency of any dispute between the Parties, both Parties commit to maintaining continuity of service to End-Users to the fullest extent possible. Disputes about fees, performance standards, contract interpretation, or other matters shall not be used as justification for interrupting or degrading service to End-Users who are not parties to the dispute and should not bear the consequences of disagreements between service providers and network operators. This commitment to service continuity reflects the Parties' mutual recognition that End-Users depend on reliable internet service for education, employment, healthcare, and other essential purposes, and that protecting End-User interests must remain the paramount concern even when business disputes arise between the Parties.

ARTICLE 13. GENERAL PROVISIONS

13.1 Independent Contractor

ISP is and shall remain an independent contractor in its relationship with the City. Nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the City and ISP. ISP is not an employee of the City for any purpose and is not entitled to participate in any employee benefit plans, pension programs, insurance arrangements, or other benefits provided to City employees. ISP is responsible for all employment taxes, workers' compensation insurance, and other obligations associated with its personnel. ISP exercises independent judgment and discretion in determining how to deliver services to End-Users and manage its business operations, subject to compliance with the terms of this Agreement.

13.2 No Third-Party Beneficiaries

This Agreement is made solely for the benefit of the City and ISP and does not create any rights, benefits, or causes of action in favor of any other person or entity. End-Users are not third-party beneficiaries of this Agreement and have no right to enforce its terms or seek damages for breach. End-Users' rights and remedies are governed by their service agreements with ISP. Similarly, the Network Manager, contractors, and other persons or entities involved in network operations are not third-party beneficiaries unless expressly designated as such in writing by both Parties.

13.3 Voluntary and Knowing Action

The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

13.4 Assignment

Neither Party may assign, transfer, or delegate its rights or obligations under this Agreement to any third party without the prior written consent of the other Party, which consent may be granted or withheld in the sole discretion of the non-assigning Party. Notwithstanding this general prohibition on assignment, the City may assign this Agreement to a successor Network Manager without ISP's consent if the City changes network management contractors, provided that the successor Network Manager agrees to assume all of the City's obligations under this Agreement and possesses the technical capability and resources to perform those obligations.

13.5 Confidentiality

Each Party acknowledges that during the course of this Agreement it may have access to non-public information regarding the other Party's business operations, customers, pricing, strategies, and other confidential or proprietary information. Each Party agrees to maintain the

confidentiality of such information and not to disclose it to third parties or use it for any purpose other than performance of this Agreement, except: as required by the Minnesota Government Data Practices Act, applicable law or legal process; as necessary for the operation of the Network and provision of services to End-Users; with the prior written consent of the disclosing Party; or if the information becomes publicly available through no breach of this confidentiality obligation by the receiving Party.

13.6 Compliance with Laws

ISP shall comply at all times with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations in connection with its use of the Network and provision of services to End-Users. This includes without limitation: Minnesota Statutes Chapter 429.021, which governs municipal broadband networks and establishes requirements for competitive neutrality and non-discrimination; all rules and regulations of the Federal Communications Commission (FCC) applicable to internet service providers; the Minnesota Government Data Practices Act (Minnesota Statutes Section 13.01 *et seq*.), which governs the handling of government data and personal information; Customer Proprietary Network Information (CPNI) requirements under federal telecommunications law, which establish standards for protecting customer information; consumer protection laws prohibiting unfair or deceptive business practices; privacy laws governing the collection, use, and disclosure of personal information; and all other laws applicable to ISP's business operations and the provision of internet services.

13.7 Risk of Loss

Each Party is solely responsible for the risk of loss of, or damage to, equipment of that Party (regardless of where located), unless the loss or damage results from the negligence or fault of the other Party.

13.8 Cybersecurity Incident Reporting

ISP acknowledges that ISP by virtue of this Agreement is subject to the requirements of Minn. Stat. § 16E.36 for reporting cybersecurity incidents impacting the City.

13.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles. Any litigation arising out of or relating to this Agreement shall be brought exclusively in the District Court of Kandiyohi County, Minnesota, and both Parties consent to the jurisdiction and venue of that court.

13.10 Entire Agreement

This Master Services Agreement, together with the Exhibits attached hereto, constitutes the complete and exclusive statement of the agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, discussions, understandings, proposals, and agreements, whether written or oral, between the Parties relating to such subject matter. There

are no representations, warranties, covenants, or agreements between the Parties relating to the subject matter of this Agreement except as expressly set forth herein.

13.11 Amendments

This Agreement may be amended, modified, or supplemented only by a written instrument executed by authorized representatives of both Parties. No amendment shall be effective unless it is reduced to writing and signed by both the City and ISP. Any attempted oral modification or amendment shall be void and of no effect.

13.12 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The Parties agree to negotiate in good faith to replace any invalid provision with a valid provision that achieves, to the extent possible, the same economic, business, and legal purposes as the invalid provision.

13.13 No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

13.14 Force Majeure. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, if prevented from performing such obligation by Force Majeure. In the event either Party is rendered unable wholly or in part by Force Majeure to carry out its obligations under this Agreement, then the Party affected by Force Majeure shall give written notice with explanation to the other Party immediately.

13.15 Notices

All notices, demands, requests, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, sent by certified or registered mail (return receipt requested, postage prepaid), or sent by nationally recognized overnight courier service, to the addresses specified in the signature block of this Agreement or to such other addresses as either Party may designate by written notice to the other Party. Notices are effective upon receipt or, if delivery is refused or cannot be completed, upon the date of attempted delivery. All written communication to be delivered pursuant to this section shall be delivered or sent to the persons specified below:

To City:

City of Willmar
333 6th Street SW
Willmar, MN 56201
Attn: City Administrator
Email: _____
Phone: 320-214-5172

To ISP:

[ISP Name]
[Address]
Attn: _____
Email: _____
Phone: _____

ARTICLE 14. EXHIBITS

The following Exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A: ISP Customer Service Standards, which establishes minimum performance benchmarks for customer support, response times, service quality, and operational metrics that ISP must meet or exceed.

Exhibit B: Fee Schedule, which sets forth the specific dollar amounts for the NOC Membership Fee, Access Fiber Fee, late payment charges, and any other fees applicable to ISP's use of the Network.

Exhibit C: Network Manager Contact Information, which provides contact details for the Network Manager's operations center, emergency contacts, support ticketing system, and escalation procedures for ISP to use when coordinating with the Network Manager on installations, repairs, maintenance, or other operational matters.

Remainder of page intentionally left blank.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Willmar Connect ISP Master Services Agreement as of the Effective Date first written above.

CITY OF WILLMAR

By: _____ Date: _____

NAME

By: _____ Date: _____

NAME

[ISP NAME]

By: _____ Date: _____

Name and Title

EXHIBIT A

WILLMAR CONNECT FIBER NETWORK

Exhibit A: ISP CUSTOMER SERVICE STANDARDS

SECTION 1: PURPOSE AND SCOPE

1.1 Purpose

These Customer Service Standards establish minimum requirements for Internet Service Providers (ISPs) operating on the Willmar Connect Fiber Network to ensure consistent, high-quality customer service for all End-Users. These standards are designed to protect consumers while allowing ISPs flexibility in their business operations.

1.2 Applicability

These standards apply to all ISPs providing services over the Willmar Connect network and constitute minimum requirements. ISPs may exceed these standards but shall not fall below them.

1.3 Enforcement

Failure to maintain these customer service standards shall constitute a material breach of the Master Services Agreement. The City reserves the right to require corrective action plans, impose performance remedies, or terminate the Agreement for repeated failures.

SECTION 2: CUSTOMER SERVICE AVAILABILITY AND ACCESS

2.1 Hours of Operation

2.1.1 Customer Support Center and Business Hours

ISP shall maintain customer service contact center operations twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, including all holidays.

The ISP shall clearly post and maintain its current hours of operation in a location and manner that is readily visible and accessible. The posted information shall include the days and hours during which customers may call, contact, or receive service from the business. Hours of operation must be kept accurate and up to date, and any temporary or permanent changes shall be promptly reflected in the posted information.

2.2 Contact Methods

2.2.1 Required Contact Channels

ISP shall provide End-Users with multiple methods to contact customer service:

(a) Telephone Support

- Toll-free telephone number available 24/7/365
- Voicemail system if live answer not available
- Maximum hold music/message duration: 3 minutes before option to leave callback number
- Callback system must respond within 4 hours during Business Hours, 8 hours after-hours

(b) Email Support

- Dedicated customer service email address
- Monitored and responded to daily, including weekends
- Automatic acknowledgment of receipt within 1 hour
- Substantive response within 24 hours

(c) Web Portal

- Customer self-service portal accessible 24/7
- Account management capabilities (view bills, make payments, update information)
- Ticket/support request submission system
- Knowledge base with FAQs and troubleshooting guides
- Service status updates and outage notifications

(d) Live Chat (Strongly Encouraged)

- Available during Business Hours at minimum
- Staffed by qualified representatives
- Integrated with ticketing system

(e) Physical Office (Optional)

If ISP maintains a physical office within the Willmar service area:

- Posted office hours clearly displayed
- Walk-in service for account issues and equipment return

2.2.2 Contact Information Publication

All customer service contact information shall be:

- Prominently displayed on ISP's website
- Included on all billing statements
- Provided to End-Users at service activation
- Updated promptly if changed (with 30-day notice to End-Users)

2.3 Language Support

2.3.1 Primary Language

All customer service shall be available in English.

2.3.2 Additional Languages

ISP is strongly encouraged to provide customer service in Spanish, Somali, and any other languages spoken by significant populations (5% or more) in the Willmar service area.

SECTION 3: RESPONSE TIME STANDARDS

3.1 Telephone Support

3.1.1 Average Wait Time

ISP shall answer incoming customer service calls within an average of ten (10) minutes or less, measured over each fiscal quarter.

3.1.2 Abandoned Call Rate

No more than 10% of incoming calls may be abandoned (caller hangs up before reaching a representative) in any fiscal quarter.

3.1.3 Call Resolution

ISP shall strive to resolve customer issues on the first call whenever possible. If escalation or follow-up is required, the customer shall be informed of next steps and expected timeframe.

3.2 Email and Web Portal Support

3.2.1 Initial Response

ISP shall provide an initial response to email inquiries and web portal tickets within twenty-four (24) hours of receipt.

3.2.2 Resolution Target

ISP shall resolve email and web portal inquiries within five (5) business days, or provide status updates every five (5) days if resolution will take longer.

3.3 Emergency Support

3.3.1 Definition of Emergency

Service outages affecting an individual End-User, or outages affecting multiple End-Users requiring immediate ISP attention.

3.3.2 Response Time

ISP shall respond to emergency service issues within two (2) hours of notification, meaning a qualified technical support representative shall contact the End-User or begin troubleshooting.

SECTION 4: FIELD SERVICE STANDARDS

4.1 Dispatch Timeframes

When an End-User service issue requires an on-site visit by a technician (either ISP technician or Network Manager technician coordinated by ISP):

- Emergency Issues: Dispatch within four (4) business hours
- Urgent Issues: Dispatch within two (2) business days
- Routine Issues: Dispatch within five (5) business days

4.2 Average Field Response Time

ISP's average field response time (time from when End-User requests on-site service to when technician arrives at End-User location) shall not exceed five (5) business days, measured over each fiscal quarter.

4.3 Appointment Windows

- ISP shall offer End-Users specific appointment windows (e.g., "morning," "afternoon," or two-hour windows) rather than "all-day" appointments
- ISP shall make reasonable efforts to arrive within the scheduled appointment window
- If ISP cannot meet a scheduled appointment, ISP shall notify the End-User at least 24 hours in advance and reschedule

4.4 Technician Qualifications

All technicians dispatched for End-User service shall:

- Be properly trained and certified for fiber optic service work
- Carry appropriate identification and wear professional attire or uniforms
- Have necessary tools and equipment to resolve common service issues
- Follow all safety protocols and respect End-User property

SECTION 5: SERVICE QUALITY STANDARDS

5.1 Service Installation

5.1.1 Standard Installation Timeline

ISP shall complete standard service installations within ten (10) business days of order placement, provided no construction or special equipment is required.

5.1.2 Customer Notification

ISP shall notify End-Users of installation appointment times within two (2) business days of order placement and provide confirmation via email or text message.

5.2 Service Reliability

5.2.1 Network Availability

ISP shall maintain a minimum network availability of 99.5% measured monthly, excluding scheduled maintenance and Force Majeure events.

5.2.2 Bandwidth

ISP must always provide at least 75% of its advertised bandwidth. Throttling or extreme saturation that prevents an End-User from achieving a bandwidth equal to at least 75% of the advertised speed is not permitted.

5.2.3 Scheduled Maintenance

ISP shall provide at least 48 hours advance notice to affected End-Users for any scheduled maintenance that will result in service interruption, and shall schedule such maintenance during off-peak hours when feasible.

5.3 Billing and Account Management

5.3.1 Billing Accuracy

ISP shall ensure billing accuracy and correct any billing errors within one billing cycle of notification.

5.3.2 Payment Options

ISP shall offer multiple payment methods including online payment, automatic payment, and at least one method that does not require internet access.

5.3.3 Service Disconnection Notice

ISP shall provide at least ten (10) days written notice before disconnecting service for non-payment, and shall offer reasonable payment arrangements for customers experiencing financial hardship.

SECTION 6: CUSTOMER COMMUNICATION STANDARDS

6.1 Outage Notifications

ISP shall notify affected End-Users of service outages through multiple channels:

- Website status page updated in real-time
- Email or text alerts for registered customers
- Phone system announcement for callers
- Estimated restoration time when available

6.2 Service Change Notifications

ISP shall provide at least thirty (30) days advance notice for:

- Price changes
- Service plan modifications
- Terms of service updates
- Equipment requirements changes

6.3 Customer Education

ISP shall provide:

- Clear service documentation and user guides

- Online tutorials and FAQs
- Information about internet safety and security
- Speed test tools and performance optimization tips

SECTION 7: PERFORMANCE METRICS AND REPORTING

7.1 Required Metrics

ISP shall track and report the following metrics quarterly:

- Average call wait time
- Call abandonment rate
- First call resolution rate
- Average field response time
- Installation completion rate within standard timeframe
- Network availability percentage
- Number and duration of service outages
- Customer complaint volume and resolution rate

7.2 Reporting Requirements

ISP shall submit quarterly performance reports to the City and the Network Manager within thirty (30) days after each quarter end. Reports shall include:

- All required metrics for the reporting period
- Comparison to previous quarter performance
- Explanation of any standards not met
- Corrective action plans for deficiencies

7.3 Customer Satisfaction Surveys

ISP is encouraged to conduct regular customer satisfaction surveys and share aggregated results with the City annually. Survey data may be used to identify areas for service improvement.

SECTION 8: COMPLIANCE AND REMEDIES

8.1 Compliance Monitoring

The City reserves the right to monitor ISP compliance with these standards through customer complaint tracking, mystery shopping, third-party audits, and review of submitted reports.

8.2 Customer Complaint Escalation

If End-Users are unable to resolve issues with ISP:

- Complaints may be filed with the Broadband Commission
- ISP must respond to Broadband Commission-forwarded complaints within 2 business days
- Pattern of unresolved complaints may trigger compliance review
- Broadband Commission may facilitate mediation between ISP and End-User if necessary

SECTION 9: SPECIAL PROVISIONS

9.1 Vulnerable Population Protections

ISP shall implement special protections for vulnerable populations including:

- Extended payment arrangements for seniors and disabled customers
- Priority restoration for customers with documented medical needs
- Assistance with equipment setup for elderly customers
- Referral to appropriate assistance programs

9.2 Privacy and Data Protection

ISP shall:

- Comply with all applicable privacy laws and regulations
- Protect customer proprietary network information (CPNI)
- Provide clear privacy policies to customers
- Notify customers of any data breaches per legal requirements
- Not sell or share customer data without explicit consent

SECTION 10: AMENDMENTS AND UPDATES

10.1 Review Schedule

These standards shall be reviewed annually by the City and may be updated to reflect industry best practices, technological changes, or community needs.

10.2 Amendment Process

Material amendments to these standards shall:

- Be proposed with 90 days notice to all ISPs
- Include opportunity for ISP feedback and comment
- Consider operational impact and implementation costs
- Become effective no sooner than 60 days after final approval

10.3 Industry Standards Evolution

ISPs are encouraged to exceed these minimum standards and adopt emerging best practices in customer service, particularly as technology and customer expectations evolve.

ACKNOWLEDGMENT

By executing the Master Services Agreement, ISP acknowledges receipt of these Customer Service Standards and agrees to comply with all provisions contained herein.

Effective Date: _____

Document Version: 1.0

EXHIBIT B

The Fee Schedule for Willmar Connect is included in the City's Council-approved Fee Schedule.

EXHIBIT C

Network Manager (Hometown Fiber) Technical Contacts

#1 On-Call Technician

willmar@yourhometownfiber.com

(320) 403-4401

#2 Mitch Gordon, Senior Consultant

mitch@yourhometownfiber.com

(952) 292-8165

#3 Kyle Moorhead, Principal Consultant

kyle@yourhometownfiber.com

(612) 819-9077

#4 Marshall Stueven, Technical Consultant

marshall@yourhometownfiber.com

(612) 961-8712

Exhibit B: Fee Schedule

This Exhibit is specific to the Willmar Connect: The City-owned open access fiber optic network infrastructure

Item	Description	Unit	Scheduled Business Hrs.	Scheduled Non Business Hours	Unscheduled Business Hrs.
1.0	**Network Operations Center (NOC)**				
1.1	NOC fee: per ISP, includes one (1) rack fee	Month	$ 400.00		
1.2	Additional Rack Fee: one (1) dedicated, 42RU rack, 3kW max	Month	$ 400.00		
1.3	Access to Willmar Connect operational software (per ISP)	Month	$ 200.00		
1.4	Access Fee: per active customer, from OLT to ONT	Month	$ 41.60		
2.0	**IP Services**				
2.0	Wholesale IP: 1 Gig	Month	$ 500.00		
2.1	Wholesale IP: 10Gig	Month	$ 2,200.00		
2.2	Wholesale IP: 25 Gig	Month	$ 3,500.00		
2.3	Wholesale IP: 40 Gig to 800Gig	Month	Quote		
3.0	**Static IP Blocks (IPv4 or IPv6)**				
3.1	Static IP: Single (1 usable)	Month	$ 5.00		
3.2	Static IPs: /29 (6 usable)	Month	$ 30.00		
3.3	Static IPs: /28 (14 usable)	Month	$ 45.00		
3.4	Static IPs: /27 (30 usable)	Month	$ 80.00		
3.5	Static IPs: /26 (62 usable)	Month	$ 165.00		
3.6	Static IPs: /25 (126 usable)	Month	$ 235.00		
3.7	Static IPs: /24 (254 usable)	Month	$ 450.00		
4.0	**Dark Fiber**				
4.1	Dark Fiber Strand - MICE/511/Cogent (98 Miles, 16 metro)	Month	$ 10,290.00		
4.2	Dark Fiber Strand - SDN/Sioux Falls (215 Miles, 7 metro)	Month	$ 17,200.00		
4.3	Dark Fiber Strand - MSBLP/Bell Plain/Zayo (106 Miles, 0 metro)	Month	$ 11,130.00		
4.4	Dark Fiber Strand - USI/Minnetonka (88 Miles, 6 metro)	Month	$ 9,240.00		
4.5	Dark Fiber Strand - Point to Point within Willmar Connect network	Month	$ 80.00		
5.0	**Remote Hands**				
5.1	Per tech, per hour	Hour	$ 125.00	$ 187.50	$ 250.00
5.2	Truck roll	Each	$ 75.00	$ 112.50	$ 150.00
5.3	ONT provisioning	Each	$ 25.00	$ 37.50	$ 50.00
5.4	Materials	Each	Cost + 10%		
6.0	**Other Services**				
6.1	Ribbon splice (12f)	Each	$ 28.00	$ 42.00	$ 56.00
6.2	Single strand splice (1f)	Each	$ 15.00	$ 22.50	$ 30.00
6.3	Splice case/tray entry	Each	$ 250.00	$ 375.00	$ 500.00
6.4	Set Splice Case	Each	$ 250.00	$ 375.00	$ 500.00
6.5	Light Meter and/or OTDR testing, per strand	Each	$ 50.00	$ 75.00	$ 100.00
6.6	Install drop cable and demarcation on property	Foot	$ 7.50	$ 11.25	$ 15.00
6.7	On-Premise demarcation to ONT connection	Each	$ 250.00	$ 375.00	$ 500.00
6.8	Border Gateway Protocol (BGP) routing	Hour	$ 500.00	$ 750.00	$ 1,000.00
7.0	**Account Services**				
7.1	Late Payment Fee	Day	$ 100.00		
7.2	Account Set-Up (per ISP)	Each	$ 500.00		

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	9.B.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Shane Stefanick, Public Works Director
Item:	Public Works Salt Shed Roof		

RECOMMENDED ACTION:
Adopt the resolution accepting Sourcewell Contract No. 071223-BRT with Greystone Construction for the fabric roof recover project of the Public Works Salt Shed in the amount of $37,350.

OVERVIEW:
On June 28th a storm passed through with wind gusts over 60 mph, which caused a complete tear in the Public Works Salt Shed fabric roof. Staff received a Sourcewell state contract quote from Greystone Construction in the amount of $37,350. Greystone Construction is also the contractor who built the facility back in 2013. Their proposal includes the replacement of the 72' x 96' 12 ounce, 23 mil polyethylene fabric roof cover with 8 mesh vents. The existing steel, cables, purlins, tension tubes and lashing winches will be reused as they are still in good condition

BUDGETARY/FISCAL ISSUES:
Fund:
101801.5280, Insurance Deductible

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution No. Accept Sourcewell Contract PW Salt Shed Roof
2. Salt Shed Roof Tear Photo
3. Greystone Proposal - 7-23-26
4. Non BBS Recover warranty

Resolution No._____

A RESOLUTION AWARDING THE PUBLIC WORKS SALT SHED ROOF PROJECT IN THE AMOUNT OF $42,450.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that Sourcewell Contract No. 071223-BRT quote from Greystone Construction for the Public Works Salt Shed Roof Project is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of $37,350.

Dated this 3rd day of August, 2026

_____
Mayor

Attest:

_____
City Clerk



GREYSTONE
CONSTRUCTION

Sourcewell
Formerly NJPA
Awarded Contract
Contract # 071223-BRT

July 23, 2026

Kyle Radunz
City of Willmar
801 Industrial Drive SW
Willmar, MN

Re: Budget – Fabric Building Recover

Mr. Radunz,

Thank you for the opportunity to provide a budget to furnish and install a replacement cover on your building in Willmar, MN. A few of the advantages the Greystone team brings to the project include:

- **Design-Build Experience** – Greystone has offered design-build and general construction services for over 35 years.
- **Fabric Building Expertise** – Greystone has sold and installed fabric buildings for over 25 years. We've successfully completed thousands of fabric building projects.
- **Self-Performed Work** – Greystone has the capability to self-perform the building installation with our own crews. Often times this allows us to provide the most competitive pricing, maintain quality and hold schedule.

Let us know if you have any questions. We look forward to discussing our next steps.

Sincerely,

Nate Lamusga
Business Development Manager

GREYSTONE
CONSTRUCTION

Sourcewell
Formerly NJPA
Awarded Contract
Contract # 071223-BRT

Scope of Work & Pricing

to be performed by Greystone Construction

Furnish & Install Budget Price:

- Replacement Cover for 72'x96' Fabric Building
- 12 ounce, 23 mil polyethylene Non-FR fabric
    - Single piece cover design
- Furnish and Install new 1" ratchets, PVC, and 2" winch straps
- Reuse all original tension tubes and lashing winches
- Existing steel to remain
- Existing Cables and purlins to remain
- Pull covers and tension the fabric to industry specification
- Freight allowance of $750 included
    - Contract will be updated to reflect actual freight amount at time of shipment
- Provide all necessary labor and equipment to complete items noted above
- Budget valid for 30 days

Furnish & Install Budget Price: $37,350

GREYSTONE
CONSTRUCTION

Sourcewell Formerly NJPA
Awarded Contract
Contract # 071223-BRT

Market Provisions:

- Greystone is committed to being your trusted team partner on your project. We are asking all of our clients recognize the volatility of our markets and understand we are providing current pricing for budgeting purposes with the need to adjust final project pricing based on the markets at the actual time of the order. It's important to provide you with the best value for your project, and we do not want to speculate where the actual market rates will be at the time of procurement and/or delivery.
- Pricing is based on current market conditions and does not include changes to tariffs, surcharges, price escalation, or fees (Tariffs). Cost of Tariffs will be applied at the actual time of border crossing into the United States. (i.e., many wholesalers and manufacturers are not committing to pre-determined pricing for pre-ordered materials. These materials are priced at the time of the delivery.) Due to extremely volatile markets, pricing shall be re-evaluated at time of procurement and/or delivery. Any savings or additional cost would be communicated with Owner prior to procurement and/or delivery.
- Price increases will be assigned as contingency. Unless Greystone specifically outlines a contingency value in our proposal or scope of work, it is recommended that the Owner carry a contingency.
- Construction schedule may be affected by material shortages or lead times beyond our control. Any shortages or lead time issues will be communicated with the owner. Evaluation of alternatives will be reviewed, and the contract schedule or costs may be adjusted accordingly.
- Unless noted otherwise budget pricing is valid for 15 days

Exclusions – Items not included, but may apply to overall project:

- Architectural, Structural, and Civil Engineering
- Foundation structural engineering, including but not limited to anchor bolt design and embedment details.
- Permits & Fees
- Payment and performance bonds
- Emergency Responder Communication Enhancement System
- Prevailing wage rates
- Testing & special inspections by owner – Soil borings, soils testing, concrete testing, bolt inspection, etc
- Site work including, but not limited to: site prep, import or export of materials, etc
- Assumed building interior is clear along with 20’ clear on all four sides for staging/erection and building engineering requirements
- Site specific safety requirements
- All electrical & mechanical systems
- All winter conditions
- Dumpster/Disposal of removed cover
- Greystone is not responsible or liable for any landscaping or ground surface damage due to normal equipment usage on site
- Greystone Construction is not liable and will not accept any responsibility for the structural design and structural performance of this existing building to be recovered.

BRITESPAN
BUILDING SYSTEMS INC

January 26, 2023

To: **All Britespan Dealers**
Subject: **NEW Recover Warranty – Non Britespan**

Greetings,

Britespan would like to announce a new Recover Warranty that will affect all new Recover orders being installed onto a Non Britespan Building Frame.

Our previous Non Britespan Recover Warranty only provided coverage on the weld seams for a 1-year period.

As FCBI has grown and matured since their startup with the many continuous improvement activities and the fabric converting knowledge we have gained since start up, Britespan has a very high level of confidence in our fabric products.

As such, Britespan would like to show your customers the commitment and confidence we have in our fabric products by offering new warranty terms on all Recover orders. This in in turn will also ensure we stay competitive and ahead of our competition in provided support to your customers long after the point of install.

New Recover warranty Terms:
STANDARD LIMITED WARRANTY COVERAGE PERIODS:

TABLE 3-1: STANDARD PRO-RATED WARRANTY COVERAGE PERIOD (YEARS)	
COMPONENT	**NON BRITESPAN BUILDING FRAME**
MAIN STRUCTURE COVER – SEAM WELDS ONLY (NonFR Fabric)	20
MAIN STRUCTURE COVER – SEAM WELDS ONLY (FR Fabric)	15
END FABRIC – SEAM WELDS ONLY (NonFR Fabric)	5
END FABRIC – SEAM WELDS ONLY (FR Fabric)	5

- Coverage is pro-rated and covers weld seam only.
- Recover orders will have the addition of Therma Tape added. This will be a requirement for all truss frames.
- Recover Warranty Photo sheet has been created to accompany recover registration submissions.

Please review the complete Recover Warranty and Warranty Registration – Photo Requirement documented that are attached.

Please direct any concerns or questions to dhallam@britespanbuildings.com or to warranty@britespanbuildings.com

Kind regards,

Dave Hallam
Quality Leader

BRITESPAN
BUILDING SYSTEMS INC

RECOVER LIMITED WARRANTY

SCOPE OF LIMITED WARRANTY

Only the fabric manufactured by Britespan Building Systems Inc. (Britespan) and described in this agreement are warranted for manufacturer defects to the building owner.

This warranty is only valid, when:

i. Britespan Building Systems receives the Exclusion of Liability document at the time of order,
ii. Britespan receives written notice and proof of claim (photos where possible) of any manufacturer's defects during the period of warranty coverage,
iii. Britespan receives the Warranty Registration package including the minimum set of photo requirements,
iv. Britespan Building Systems Inc. has been paid in full for the fabric cover and materials.
v. Therma Tape is installed on the outer surface of the outer chord of mono or split mono covered buildings.

Resolve of the claim may be through the supply of new, or on-site repair, at the discretion of Britespan. If Britespan chooses to repair or replace the defective product or component, Britespan shall be allotted reasonable time to do so.

This Limited Warranty only warrants the overlap weld of the fabric and no fabric defects beyond this.

This warranty includes the explicit warranty of Britespan. There are no other warranties expressed or implied. This warranty is made and is not to be replaced by any warranties of marketability or suitability for a particular purpose. Warranty specifications are applicable to units sold and erected in Canada and the United States only. Warranty may vary outside of those areas. Please contact your local authorized Britespan representative for more details.

STANDARD LIMITED WARRANTY COVERAGE PERIODS:

TABLE 3-1: STANDARD PRO-RATED WARRANTY COVERAGE PERIOD (YEARS)	
MONO / SPLIT MONO & PANEL COVERS	**NON BRITESPAN BUILDING FRAME**
MAIN STRUCTURE COVER – SEAM WELDS ONLY (NonFR Fabric)	20
MAIN STRUCTURE COVER – SEAM WELDS ONLY (FR Fabric)	15
END FABRIC – SEAM WELDS ONLY (NonFR Fabric)	5
END FABRIC – SEAM WELDS ONLY (FR Fabric)	5

NOTES ON LIMITED WARRANTY COVERAGE PERIODS

- All repair or replacement costs are at the sole discretion of Britespan Building Systems.
- Consists of main building cover panel welds only. Does not include any fastening system components.
- Consists of end enclosure panel welds only. Does not include any fastening system components. End enclosure panels must be properly supported by a Britespan end support system, or an alternative system designed and engineered to match the end panel fastening system. The alternative system must also meet site wind load and building safety requirements as per engineer requirements.

BRITESPAN
BUILDING SYSTEMS INC

TABLE 3-2 STANDARD PRO-RATED WARRANTY COVERAGE TABLE			
YEARS of COVER SERVICE	% of MATERIAL COSTS UNDER WARRANTY COVERAGE		
	5-YEAR	15-YEAR	20-YEAR
1	80%	93%	95%
2	60%	87%	90%
3	40%	80%	85%
4	20%	73%	80%
5	0%	67%	75%
6		60%	70%
7		53%	65%
8		47%	60%
9		40%	55%
10		33%	50%
11		27%	45%
12		20%	40%
13		13%	35%
14		7%	30%
15		0%	25%
16			20%
17			15%
18			10%
19			5%
20			0%

STANDARD TERMS OF LIMITED WARRANTY COVERAGE

Should any components be found to have manufacturer's defects under normal use, the defect(s) will be repaired, or the components replaced, at the discretion of Britespan. The building owner will be responsible for the cost of the repair or replacement parts pro-rated per year following the original purchase date, plus the cost of delivery and installation of replacement parts, if required. All replacement parts are F.O.B. Wingham, Ontario, Canada. Any parts requiring replacement under this warranty are subsequently warranted only for the remaining time of the unexpired portion of the warranty that is applicable to the original product.

Due to continual product development, over time certain fabric colours may become unavailable. In those circumstances, Britespan reserves the right to substitute replacement components with those that are comparable in function, quality, and price to the original. Britespan is not responsible or liable if the replacement component varies in appearance from the original.

LIMITS AND RELEASE OF LIABILITY

This warranty does not apply to defects or damages resulting from:
a) improper installation and /or installation that is not in accordance with Britespan installation manuals/procedures/structural drawings, and Technical Memos.
b) improper or inadequate maintenance of the structure.
c) any modification or alteration of the product reported or not reported.
d) misuse, neglect, or abuse of the product.
e) accident.
f) repair or alteration by an unauthorized Britespan dealer.
g) integration of products or accessories not manufactured specifically for use in a Britespan Building or Building cover
h) exposure to corrosive elements.
i) corrosion resulting from structure applications, environment within the structure, and/or insufficient maintenance or any cause other than a defect in an item's described corrosion protection.
j) use of abrasive cleaning methods, chemicals, or solvents not approved by Britespan.
k) exposure to conditions in excess of, or not meeting, as the case may be, wind and snow load specifications for building model.
l) design of foundation and/or installation and/or deficiency in the foundation.
m) product upgrades.
n) product recall.
o) normal wear and tear.
p) wear caused by multiple installations.
q) storage and/or handling of building components.
r) an act of God.
This warranty does not apply to cosmetic defects or deterioration, including discolouration of fabric, and / or rub marks on the fabric that have only removed some colour coat, but do not leak.

Britespan will not be liable for any damages incurred as a result or during the installation of a Britespan product, whether in accordance with the installation instructions. In no event will Britespan, any distributor, or the selling dealer be liable for any direct, indirect, special, incidental, or consequential damages (including loss of profit, loss of time, inconvenience, or the use or inability to use this product for any purpose whatsoever), whether based on contract, tort, strict liability or any other legal basis; even if Britespan, it's distributor, or selling dealer was advised of the possibility of the occurrence of such damages. By registering for and taking benefit of the warranty, the building owner expressly releases and discharges Britespan, all distributors, and all dealers from all claims, causes of action, demands, actions, suits, judgments, and executions for any actual, incidental, or consequential damages, bodily or otherwise, that the building owner ever had, now has, or may have by reason of the assembly, erection, use and/or operation of any Britespan. All references to building owners, Britespan, all distributors and all dealers, include such parties' spouse, heirs, successors, legal representatives, and assigns.

Britespan and its authorized dealers are independent businesses; authorized dealers are not agents or legal representatives of Britespan. Authorized dealers have no right or authority to assume or create any legal obligation or responsibility, express or implied, on behalf of Britespan, or to bind Britespan in any manner whatsoever. Britespan Building Systems Inc. shall have no liability for any acts, errors, omissions, workmanship, supplies, advice, representations, or misrepresentations of any authorized dealer.

Britespan Recover Warranty Photo Registration

Picture 1 - Outside View of Grid A

Picture 2 - Outside Corner of Grid A & End 1

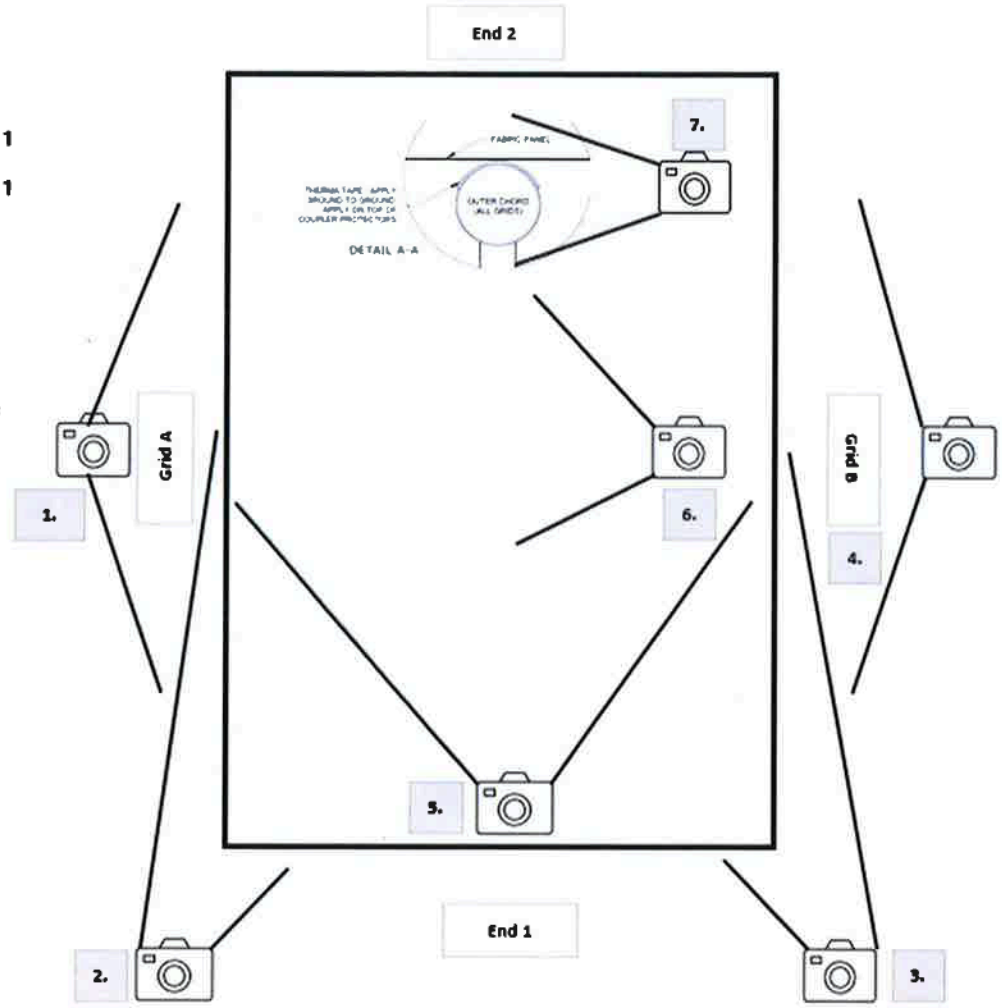
Picture 3 - Outside Corner of Grid B & End 1

Picture 4 - Outside View of Grid B

Picture 5 - Inside Cover - End 1 to End 2

Picture 6 - Inside Cover - showing Grid A

Picture 7 - Inside - Truss chord showing Thermotape & Coupler Protectors



Picture 1 & 4 – Outside View of Grid A & Outside View of Grid B



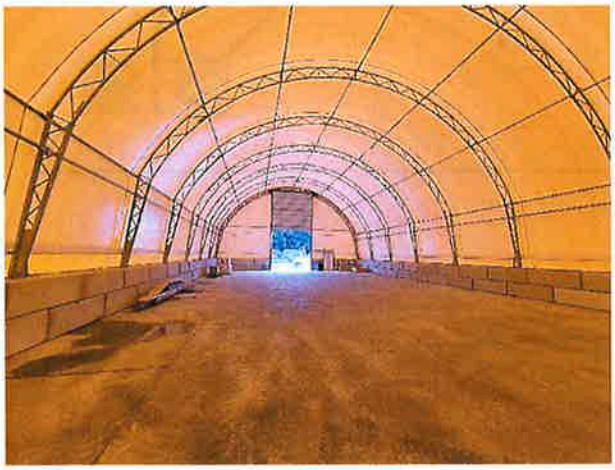


Picture 2 & 3 Outside Corner of Grid A & End 1 & Outside Corner of Grid B & End 1





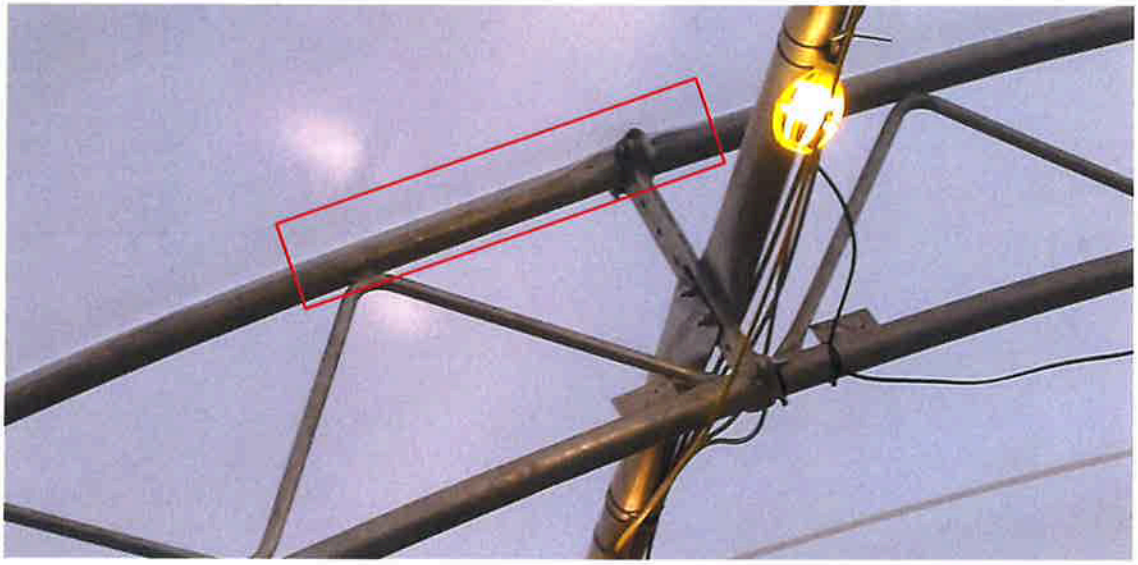
Picture 5 Inside Cover End 1 to End 2



Picture 6 Inside Cover towards Grid A



Picture 7 Inside – Upper Truss Chord Showing Thermotape & Coupler Protectors



City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	9.C.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Jared Voge, City Engineer
Item:	Project No. 2601-A Change Order No. 1		

RECOMMENDED ACTION:
Adopt the resolution approving Change Order No. 1 in the amount of $57,588.00 for Project No. 2601-A 4th Street SW Reconstruction.

OVERVIEW:
Project No. 2601 includes the reconstruction of 4th Street SW from Trott Avenue to Willmar Avenue SW. The project was awarded to Ryan Contracting Co. at the May 4, 2026 Council Meeting. Change Order No. 1 in the amount of $57,588 resulted from a request from Willmar Municipal Utilities to expand the watermain replacement project limits into Willmar Avenue to facilitate replacement of an existing 6-inch cast iron watermain and abandon a leaking water service connection. This will revise the contract to include the additional watermain replacement work, along with traffic control, temporary water service necessary to maintain operations at CentraCare Clinic, and surface restoration.

BUDGETARY/FISCAL ISSUES:
Willmar Municipal Utilities will fund the additional cost, as the work is exclusively related to watermain infrastructure improvements.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Change Order No. 1 Project No. 2601-A
2. Project No. 2601-A Change Order 1

Resolution No. ___

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO 2601-A.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Operations Director of the City of Willmar are hereby authorized to modify the contract for Project No. 2601-A between the City of Willmar and Ryan Contracting Co. by Change Order No. 1 in the increased amount of $57,588.00.

Dated this 3rd day of August, 2026

_____
Mayor

Attest:

_____
City Clerk

CHANGE ORDER FORM

NO.: 1

Owner: City of Willmar
Engineer: Bolton & Menk, Inc.
Contractor: Ryan Contracting Co.
Project: 4th Street SW Improvement Project
Contract Name: 4th Street SW Improvement Project
Date Issued: July 27, 2026

Owner's Project No.: 2601-A
Engineer's Project No.: 24X.136910
Contractor's Project No.:
Effective Date of Change Order: July 27, 2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Willmar Municipal Utilities has requested an expansion of the watermain replacement project limits into Willmar Avenue to facilitate replacement of an existing 6-inch cast iron watermain and abandonment of a leaking water service connection.

This change order revises the contract to include the additional watermain replacement work within Willmar Avenue, along with all associated traffic control, temporary water service necessary to maintain operations at the CentraCare clinic, and required surface restoration.

This change order increases the contract amount by $57,588.00. Willmar Municipal Utilities will fund this additional cost, as the work is exclusively related to watermain infrastructure improvements.

Attachments:

Contractor Quote; Plan Sheets G2.05, C0.04, C1.01, C4.01, C6.01, & C7.01

Quantities:

Item No.	Item	Units	Quantity	Unit Price	Amount
CO 1.1	Sawcut Bituminous Pavement – Full Depth	LIN FT	60	$12.00	$720.00
CO 1.2	Remove Bituminous Street Pavement	SQ YD	45	$30.00	$1,350.00
CO 1.3	Bituminous Street Patch – Willmar Avenue/CSAH 23	SQ YD	45	$280.00	$12,600.00
CO 1.4	Remove Watermain	LIN FT	35	$10.00	$350.00
CO 1.5	Temporary Water Service - CentraCare Clinic	LUMP SUM	1.0	$8,500.00	$8,500.00
CO 1.6	Connect To Existing Watermain	EACH	2	$4,000.00	$8,000.00
CO 1.7	10" Gate Valve & Box	EACH	2	$5,500.00	$11,000.00
CO 1.8	8" C900 PVC Watermain	LIN FT	22	$50.00	$1,100.00
CO 1.9	10" C900 PVC Watermain	LIN FT	20	$68.00	$1,360.00
CO 1.10	4" Polystyrene Insulation	SQ YD	2	$50.00	$100.00
CO 1.11	Watermain Fittings	POUND	114	$22.00	$2,508.00
CO 1.12	Traffic Control	LUMP SUM	1.0	$10,000.00	$10,000.00
				TOTAL	$57,588.00

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Change in Contract Price	Change in Contract Times
Original Contract Price: $ 4,685,156.10	Original Contract Times: Substantial Completion: 6/18/2027 Ready for final payment: 08/20/2027
Increase from previously approved Change Orders: $ 0.00	**Increase** from previously approved Change Orders: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 4,685,156.10	Contract Times prior to this Change Order: Substantial Completion: 06/18/2027 Ready for final payment: 08/20/2027
Increase this Change Order: $ 57,588.00	**Increase** this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 4,742,744.10	Contract Times with all approved Change Orders: Substantial Completion: 06/18/2027 Ready for final payment: 08/20/2027

Recommended by Engineer

By:

Title: Project Manager

Date: 07/27/2027

Accepted by Contractor

By: Beth Tatge

Title: CFO/Sec

Date: 7/27/26

Authorized by Owner

By:

Title: Public Works Director

Date: 7/27/2026

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CHANGE ORDER NO. 1

Item No.	Item	Unit	Quantity	Unit Price	Amount
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CO 1.5	Temporary Water Service - CentraCare Clinic	LUMP SUM	1.0	$ 8,500.00	$ 8,500.00
CO 1.6	Connect To Existing Watermain	EACH	2	$ 4,000.00	$ 8,000.00
CO 1.7	10” Gate Valve & Box	EACH	2	$ 5,500.00	$ 11,000.00
CO 1.8	8” C900 PVC Watermain	LIN FT	22	$ 50.00	$ 1,100.00
CO 1.9	10” C900 PVC Watermain	LIN FT	20	$ 68.00	$ 1,360.00
CO 1.10	4” Polystyrene Insulation	SQ YD	2	$ 50.00	$ 100.00
CO 1.11	Watermain Fittings	POUND	114	$ 22.00	$ 2,508.00
CO 1.12	Traffic Control	LUMP SUM	1.0	$ 10,000.00	$ 10,000.00
					$ 57,588.00

Exclusions:

Any and all permits (City, County, State)

Any watermain offsets due to utility conflicts

TROTT AVE SW

MINNESOTA AVE SW

MONONGALIA AVE SW

KANDIYOHI AVE SW

RICE AVE SW

GRACE AVE SW

ROBBINS AVE SW

ROISE AVE SW

WILLMAR AVE SW/CSAH 23

4TH ST SW

3RD ST SW

5TH ST SW

6TH ST SW

7TH ST SW

8TH ST SW

NOTES:

1. EXISTING UTILITY INFORMATION SHOWN ON THE UTILITY MAPS IS PROVIDED FOR REFERENCE ONLY AND IS NOT GUARANTEED TO BE ACCURATE. THE CONTRACTOR SHALL FIELD-VERIFY ALL UTILITY LOCATIONS, SIZES, AND CONDITIONS, AND SHALL DETERMINE THE WORK REQUIRED FOR CONSTRUCTION, INCLUDING BUT NOT LIMITED TO SEWER BYPASSING AND WATERMAIN SHUTDOWNS. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR DISCREPENCIES BETWEEN THE UTILITY INFORMATION SHOWN AND ACTUAL FIELD CONDITIONS.
2. CONTRACTOR SHALL MAINTAIN WATER SERVICE AT ALL TIMES TO CENTRACARE CLINIC DURING THE WATERMAIN REPLACEMENT WITHIN WILLMAR AVENUE SW.

LEGEND

- PROJECT BOUNDARY
- EXISTING WATERMAIN
- EXISTING GATE VALVE
- EXISTING HYDRANT
- PROPOSED WATERMAIN
- PROPOSED GATE VALVE
- PROPOSED HYDRANT

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HORZ. SCALE 0 200 400 FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JOSHUA J. HALVORSON
LIC. NO. 46291 DATE 03/16/2026

BOLTON & MENK
2040 HIGHWAY 12 EAST
WILLMAR, MN 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

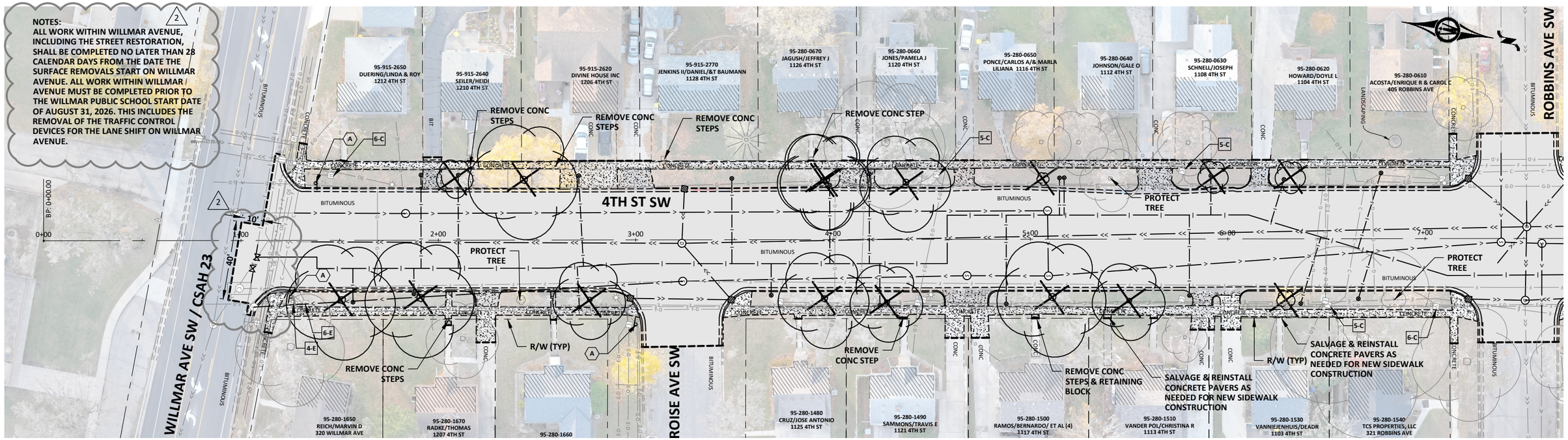
WILLMAR

DESIGNED	NO.	ISSUED FOR	DATE
SJJ		BID	03/16/2026
DRAWN	0	CON	05/04/2026
DML - LAV	1	FO-1	05/20/2026
CHECKED	2	CO-1	07/14/2026
JJH			
CLIENT PROJ. NO.			
24X.136910 / 2601-A			

CITY OF WILLMAR, MINNESOTA
4TH STREET SW IMPROVEMENT PROJECT
PROPOSED UTILITY MAPS
WATERMAIN

SHEET G2.05

NOTES:
ALL WORK WITHIN WILLMAR AVENUE, INCLUDING THE STREET RESTORATION, SHALL BE COMPLETED NO LATER THAN 28 CALENDAR DAYS FROM THE DATE THE SURFACE REMOVALS START ON WILLMAR AVENUE. ALL WORK WITHIN WILLMAR AVENUE MUST BE COMPLETED PRIOR TO THE WILLMAR PUBLIC SCHOOL START DATE OF AUGUST 31, 2026. THIS INCLUDES THE REMOVAL OF THE TRAFFIC CONTROL DEVICES FOR THE LANE SHIFT ON WILLMAR AVENUE.

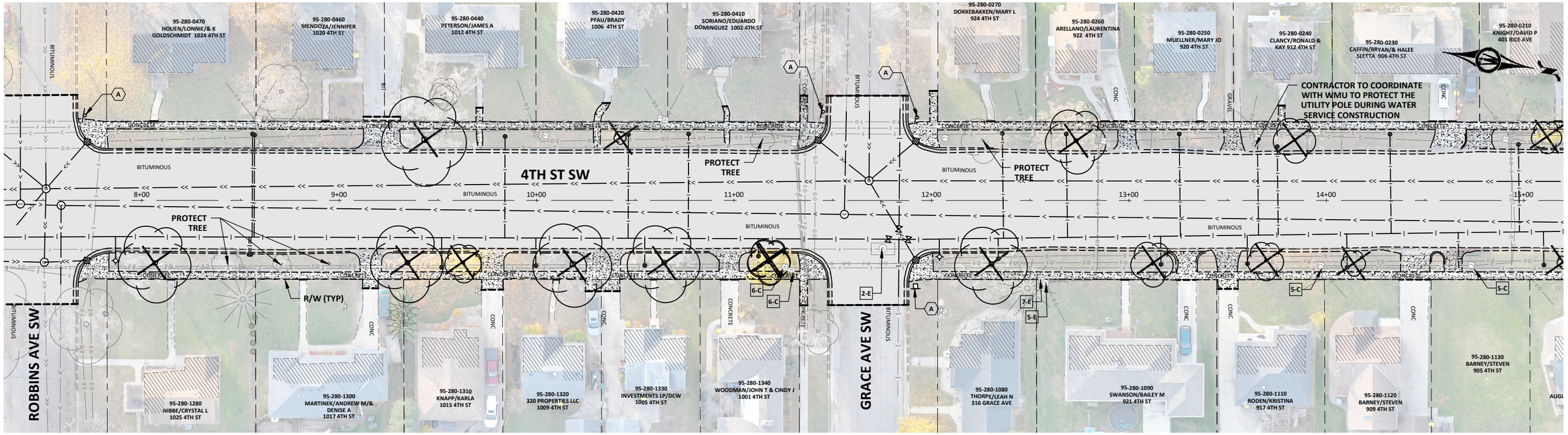


REMOVALS & UTILTITY RELOCATION LEGEND

- CLEAR & GRUB TREE
- SALVAGE HYDRANT
- REMOVE WATERMAIN PIPE
- REMOVE WATER SERVICE (INCIDENTAL)
- REMOVE MANHOLE (SANITARY)
- REMOVE SANITARY SEWER PIPE
- REMOVE DRAINAGE STRUCTURE
- REMOVE STORM SEWER PIPE
- REMOVE CURB & GUTTER
- SAWCUT PAVEMENT (INCIDENTAL)
- REMOVE BITUMINOUS PAVEMENT
- REMOVE CONCRETE DRIVEWAY & WALK
- SALVAGE AGGREGATE SURFACING
- SALVAGE PAVERS
- REMOVE SIGN
- SALVAGE SIGN

OWNERSHIP
(1) CENTERPOINT ENERGY
(2) LUMEN/CENTURY LINK
(3) WINDSTREAM/EN-TEL
(4) ZAYO
(5) CHARTER
(6) ARVIG
(7) WILLMAR MUNICIPAL UTILITY
(8) CENTRACARE

IMPACT
(C) RELOCATE UTILITY POLE OR PEDESTAL (BY UTILITY OWNER)
(D) RELOCATE UTILITY LINE (BY UTILITY OWNER)
(E) ADJUST TO FINAL GRADE (BY UTILITY OWNER)
1-D UTILITY CONFLICT AREA (OWNER - IMPACT)



HORZ. SCALE 0 25 50 FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
JOSHUA J. HALVORSON
LIC. NO. 46291 DATE 03/16/2026

BOLTON & MENK
2040 HIGHWAY 12 EAST
WILLMAR, MN 56201
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Email: Willmar@bolton-menk.com
www.bolton-menk.com

WILLMAR

DESIGNED	NO.	ISSUED FOR	DATE
SJJ		BID	03/16/2026
DRAWN DML - LAV	0	CON	05/04/2026
	1	FO-1	05/20/2026
CHECKED JJH	2	CO-1	07/14/2026
CLIENT PROJ. NO. 24X.136910 / 2601-A			

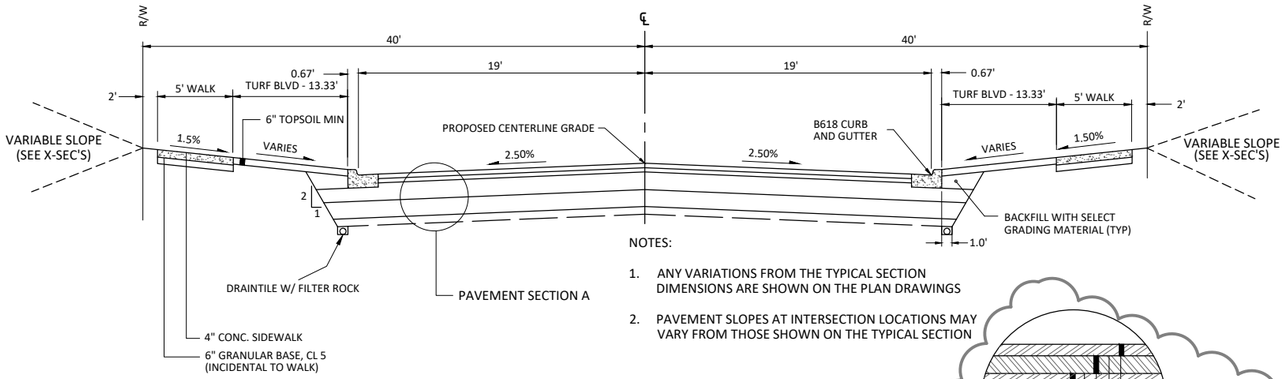
CITY OF WILLMAR, MINNESOTA
4TH STREET SW IMPROVEMENT PROJECT
REMOVAL PLAN

SHEET C0.04

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TYPICAL SECTION

4TH STREET SW
38' F-F



NOTES:

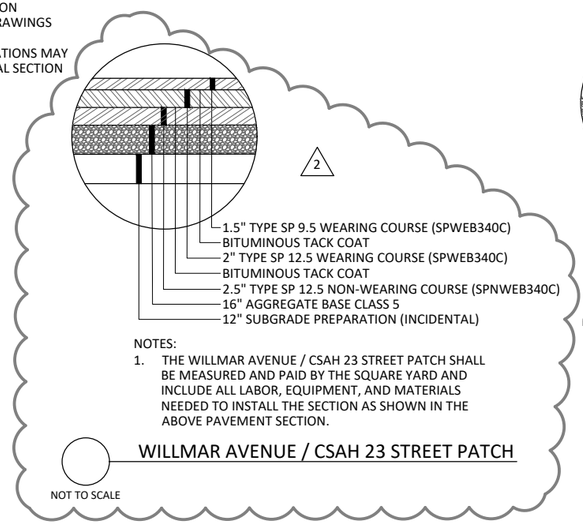
1. ANY VARIATIONS FROM THE TYPICAL SECTION DIMENSIONS ARE SHOWN ON THE PLAN DRAWINGS
2. PAVEMENT SLOPES AT INTERSECTION LOCATIONS MAY VARY FROM THOSE SHOWN ON THE TYPICAL SECTION

TEMPORARY BITUMINOUS RAMPING

NOT TO SCALE

NOTES:

1. INCLUDES INSTALLATION AND REMOVAL OF BITUMINOUS RAMPING.

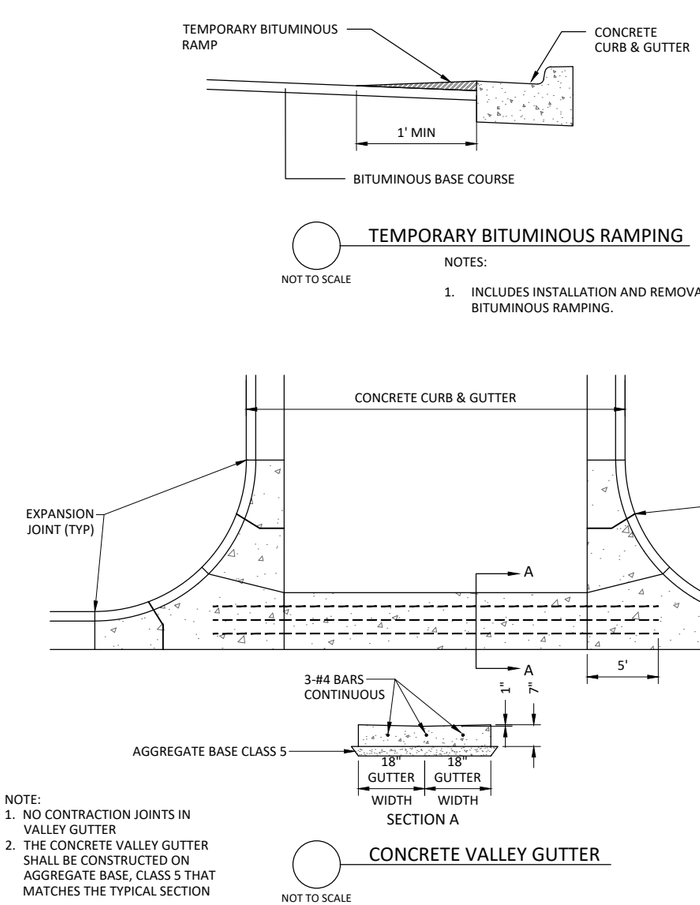


NOTES:

1. THE WILLMAR AVENUE / CSAH 23 STREET PATCH SHALL BE MEASURED AND PAID BY THE SQUARE YARD AND INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS NEEDED TO INSTALL THE SECTION AS SHOWN IN THE ABOVE PAVEMENT SECTION.

WILLMAR AVENUE / CSAH 23 STREET PATCH

NOT TO SCALE

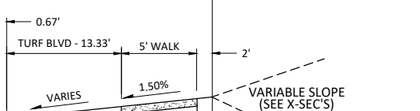


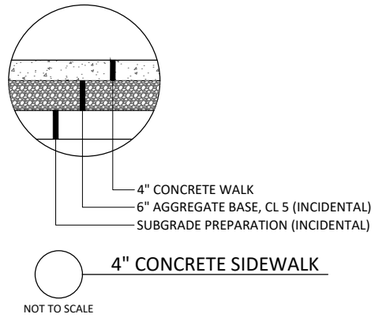
NOTE:

1. NO CONTRACTION JOINTS IN VALLEY GUTTER
2. THE CONCRETE VALLEY GUTTER SHALL BE CONSTRUCTED ON AGGREGATE BASE, CLASS 5 THAT MATCHES THE TYPICAL SECTION

CONCRETE VALLEY GUTTER

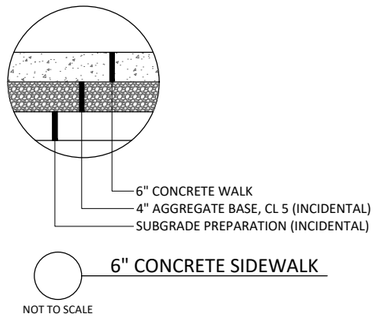
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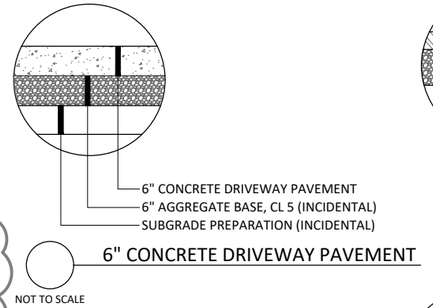
4" CONCRETE SIDEWALK

NOT TO SCALE



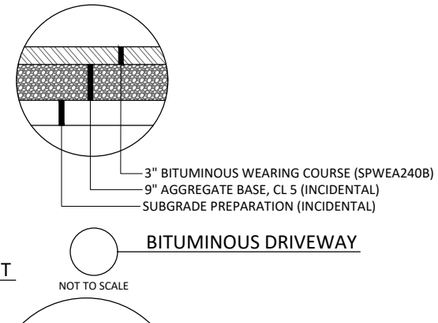
6" CONCRETE SIDEWALK

NOT TO SCALE



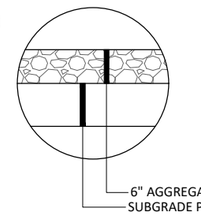
6" CONCRETE DRIVEWAY PAVEMENT

NOT TO SCALE



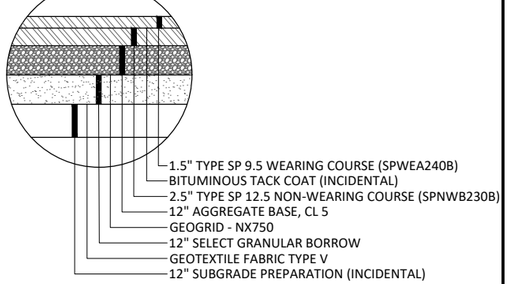
BITUMINOUS DRIVEWAY

NOT TO SCALE



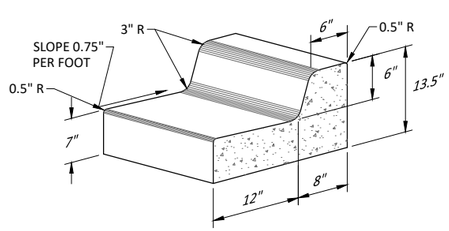
GRAVEL DRIVEWAY RESTORATION

NOT TO SCALE



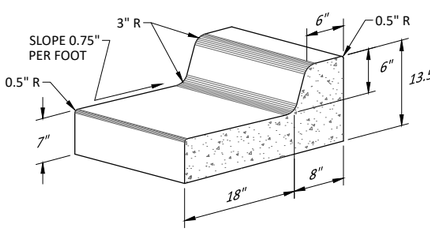
PAVEMENT SECTION A

NOT TO SCALE



CONCRETE CURB & GUTTER
DESIGN B612

NOT TO SCALE



CONCRETE CURB & GUTTER
DESIGN B618

NOT TO SCALE

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JOSHUA J. HALVORSON
LIC. NO. 46291 DATE 03/16/2026

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2040 HIGHWAY 12 EAST
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Email: Willmar@bolton-menk.com
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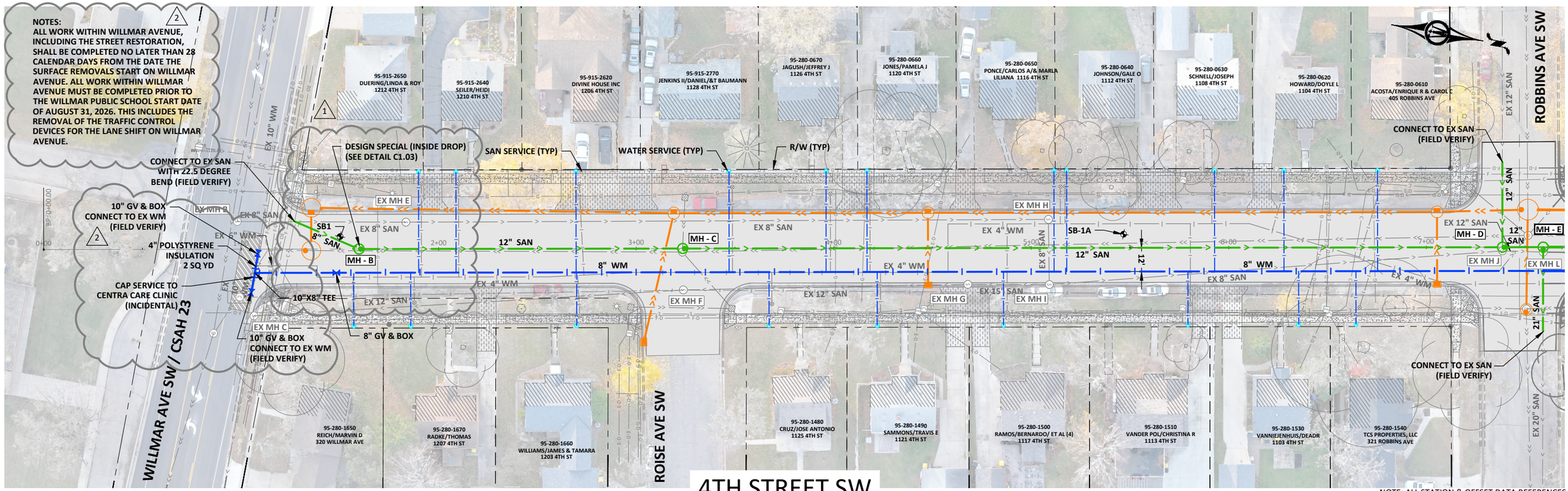
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CLIENT PROJ. NO. 24X.136910 / 2601-A			

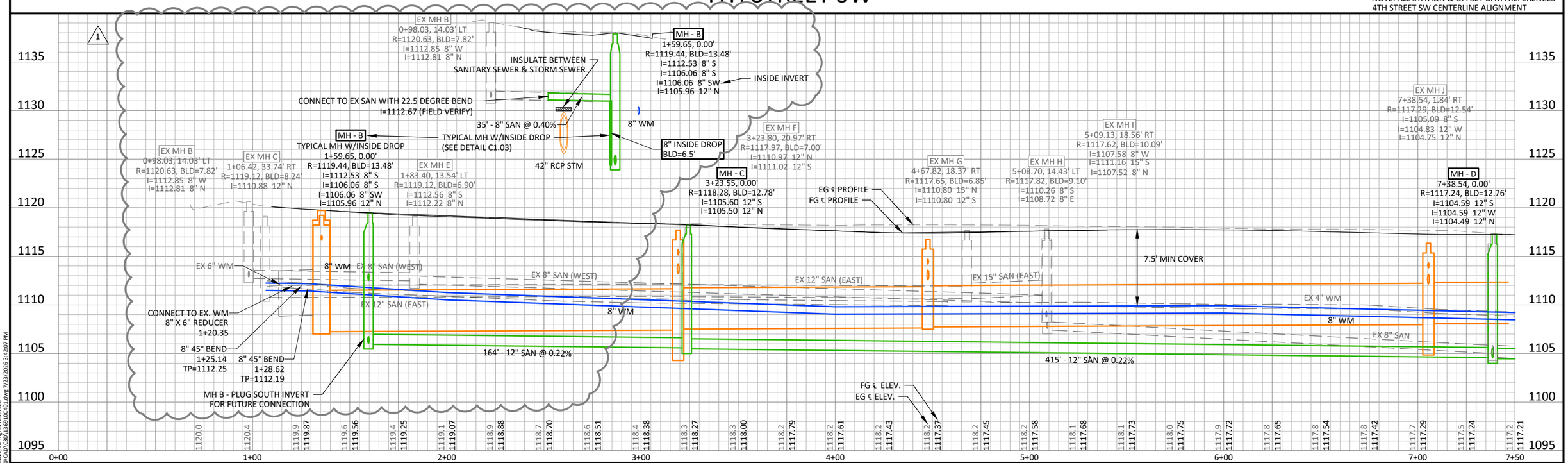
CITY OF WILLMAR, MINNESOTA
4TH STREET SW IMPROVEMENT PROJECT
DETAILS
TYPICAL SECTIONS

SHEET C1.01

NOTES:
ALL WORK WITHIN WILLMAR AVENUE, INCLUDING THE STREET RESTORATION, SHALL BE COMPLETED NO LATER THAN 28 CALENDAR DAYS FROM THE DATE THE SURFACE REMOVALS START ON WILLMAR AVENUE. ALL WORK WITHIN WILLMAR AVENUE MUST BE COMPLETED PRIOR TO THE WILLMAR PUBLIC SCHOOL START DATE OF AUGUST 31, 2026. THIS INCLUDES THE REMOVAL OF THE TRAFFIC CONTROL DEVICES FOR THE LANE SHIFT ON WILLMAR AVENUE.



NOTE: ALL STATION & OFFSET DATA REFERENCES 4TH STREET SW CENTERLINE ALIGNMENT



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HORZ. SCALE 0 25 50 FEET
VERT. SCALE 0 5 10 FEET

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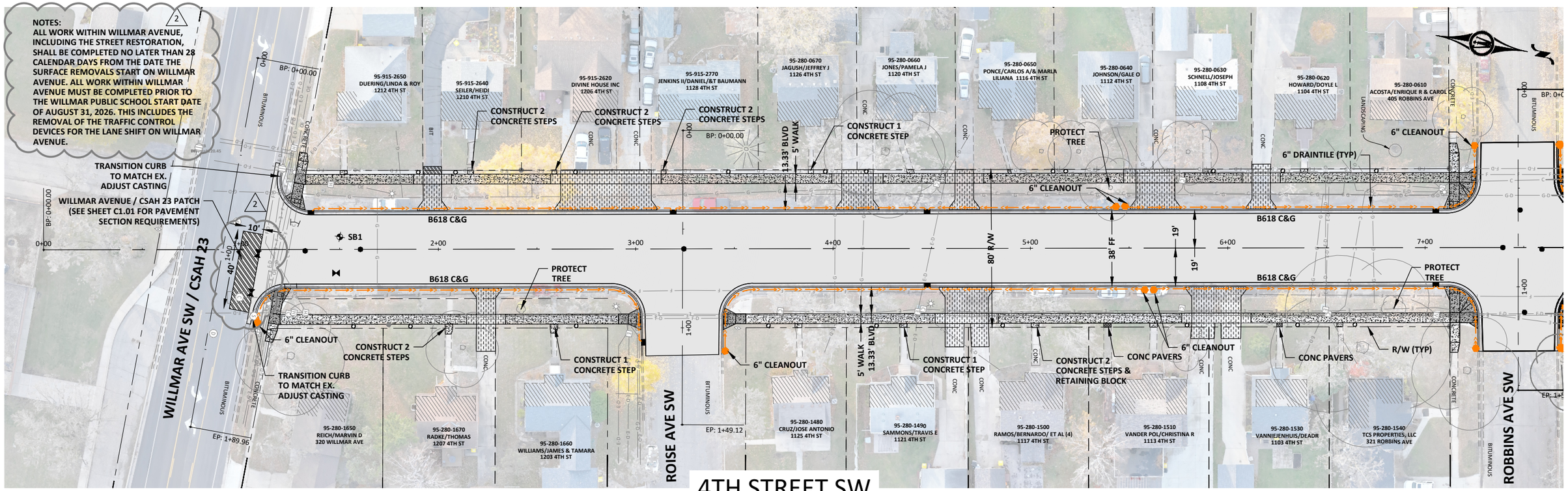
WILLMAR

DESIGNED	SJJ
DRAWN	DML - LAV
CHECKED	JJH
CLIENT PROJ. NO.	24X.136910 / 2601-A

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CITY OF WILLMAR, MINNESOTA
4TH STREET SW IMPROVEMENT PROJECT
SANITARY SEWER & WATERMAIN PLAN & PROFILE
4TH STREET SW

SHEET C4.01

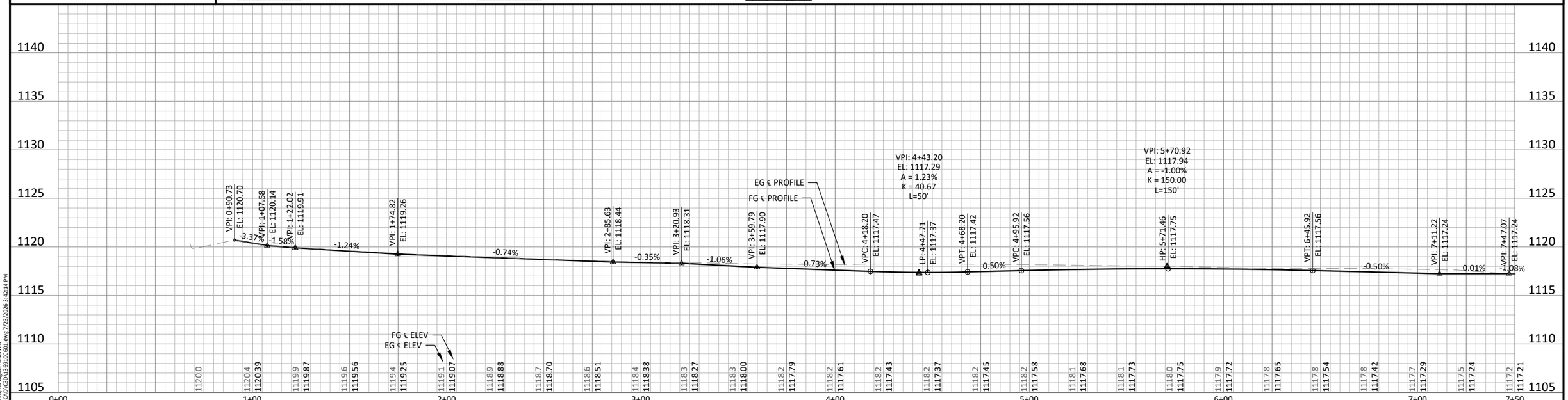


NOTE: SEE INTERSECTION DETAIL SHEETS FOR LANE SLOPE TRANSITIONS

STREET LEGEND

- BITUMINOUS PAVEMENT
- BITUMINOUS PATCH (DRIVEWAY)
- AGGREGATE SURFACING
- 7" VALLEY GUTTER
- 6" CONCRETE DRIVEWAY PAVEMENT (RESIDENTIAL)
- 4" CONCRETE WALK
- CONCRETE PAVERS
- 6" CONCRETE WALK (PEDESTRIAN RAMP)
- TRUNCATED DOMES
- CURB & GUTTER

ALL CURB RADII ARE 15' TO BACK OF CURB UNLESS OTHERWISE NOTED



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HORZ. SCALE 0 25 50 FEET
VERT. SCALE 0 5 10 FEET

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CITY OF WILLMAR, MINNESOTA
4TH STREET SW IMPROVEMENT PROJECT
STREET PLAN & PROFILE
4TH STREET SW

SHEET C6.01

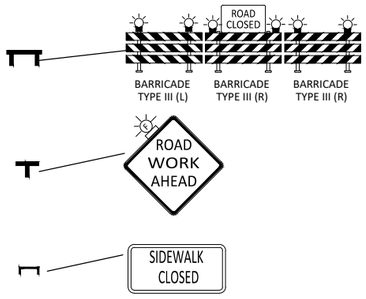
Temporary Traffic Control Distance Charts

Posted Speed Limit Prior to Work Starting (mph)		Advance Warning Sign Spacing (A) feet	Decision Sight Distance (D) feet	Taper Length (12 ft lane) (L) feet	Shifting Taper (12 ft lane) (L/2) feet	Typical Shoulder Taper (L/3) feet	Buffer Space (B) feet
0-30	G = 25 ft.	100	550	200	100	75	200
35-40		325	700	325	175	125	305
45-50	G = 50 ft.	600	900	600	300	200	425
55		750	1200	700	350	250	500
60-65		1000	1400	800	400	275	650
70-75		1200	1600	900	450	300	820

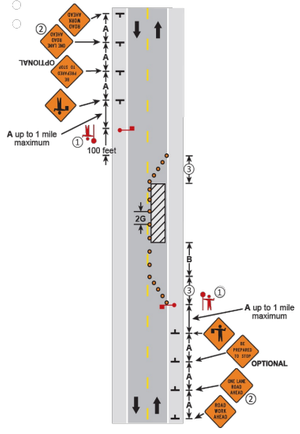
Posted Speed Limit Prior to Work Starting (mph)		Advance Warning Following Distance (F) feet	Roll Ahead Distance Charts: Recommended Spacing for Vehicles Weighing 9,900 to 22,000 lbs GVW (R) feet		Recommended Spacing for Vehicles Weighing Greater than 22,000 lbs GVW (R) feet	
			Stationary Operation	Moving Operation 15 MPH max	Stationary Operation	Moving Operation 15 MPH max
0-30	G = 25 ft.	100 - 550	100	100	75	100
35-40		325 - 700	100	100	75	100
45-50	G = 50 ft.	600 - 900	125	175	100	150
55		750 - 1200	125	175	100	150
60-65		1000 - 1400	175	225	150	175
70-75		1200 - 1600	175	225	150	175

Shadow and Protection Vehicle wheels should be pointed straight ahead.

TEMPORARY TRAFFIC CONTROL DISTANCE CHARTS
FIGURE 6K-11



NOTES:
1. The approach sight distance to the flagger shall be at least the Decision Sight Distance (D).
2. The ONE LANE ROAD AHEAD sign may be omitted when the posted speed limit is 40 mph or less.
3. The two-way taper should be 50 feet in length using 5 equally spaced channelizing devices.
4. If anticipating operational problems, the use of a Pilot Car (see Layout 18) may improve operations and safety.

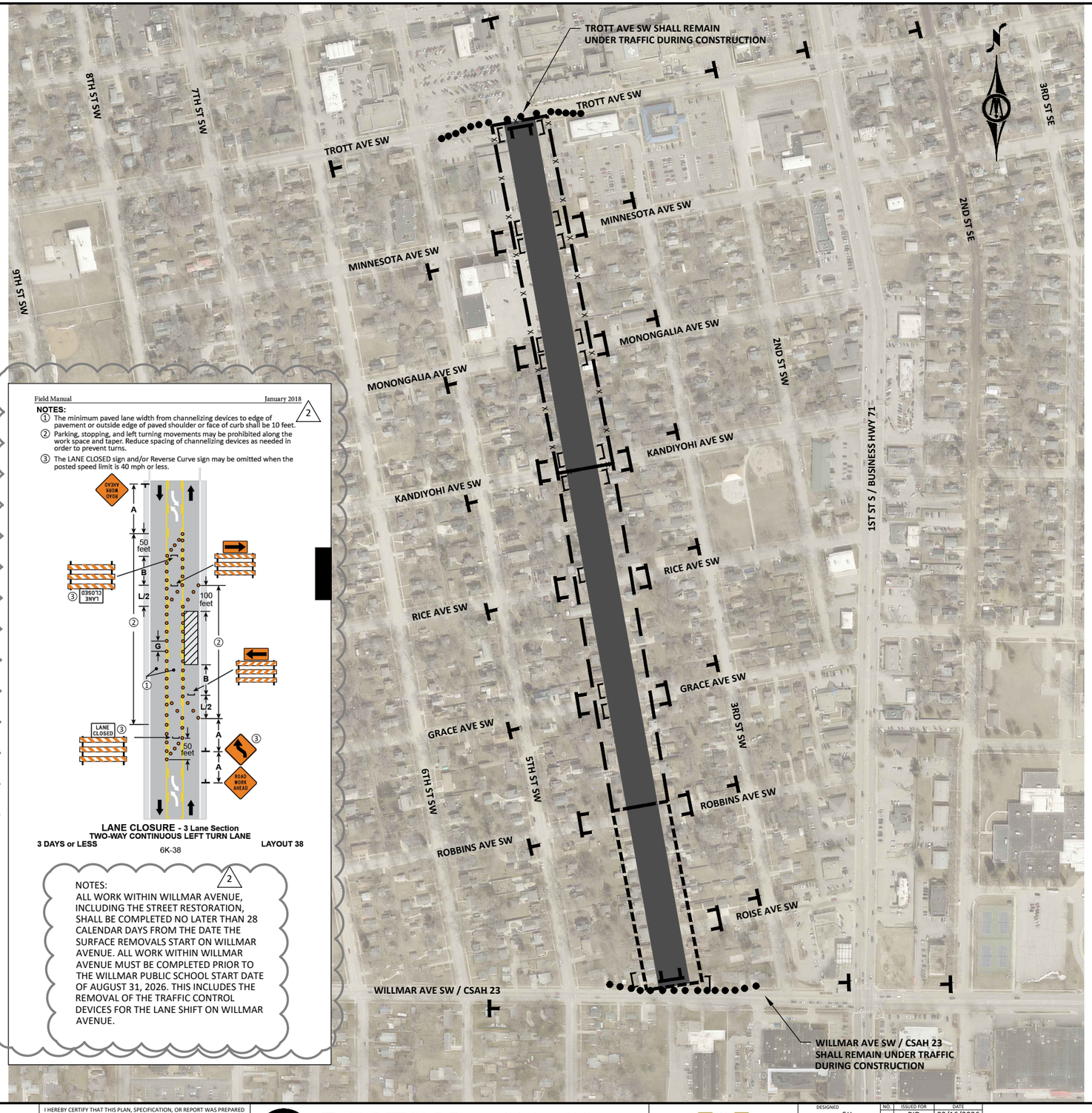


LANE CLOSURE, TWO FLAGGERS
TWO-LANE, TWO-WAY ROAD
3 DAYS or LESS 6K-16 LAYOUT 16

NOTES:
1. The minimum paved lane width from channelizing devices to edge of pavement or outside edge of paved shoulder or face of curb shall be 10 feet.
2. Parking, stopping, and left turning movements may be prohibited along the work space and taper. Reduce spacing of channelizing devices as needed in order to prevent turns.
3. The LANE CLOSED sign and/or Reverse Curve sign may be omitted when the posted speed limit is 40 mph or less.

LANE CLOSURE - 3 Lane Section
TWO-WAY CONTINUOUS LEFT TURN LANE
3 DAYS or LESS 6K-38 LAYOUT 38

NOTES:
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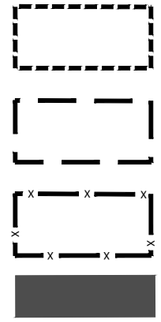


PHASING

1. THE PHASES AND CORRESPONDING MILESTONES IDENTIFIED ON THIS PLAN SHALL BE FOLLOWED UNLESS OTHERWISE APPROVED BY THE ENGINEER. IF AN ALTERNATIVE PHASING PLAN IS AUTHORIZED, THE BELOW MILESTONES SHALL APPLY TO THE AMENDED PHASING PLAN.

MILESTONES

1. PROJECT MILESTONE REQUIREMENTS ARE FOUND IN SECTION 00 52 00 OF THE SPECIFICATIONS AND ON PHASING PLAN (SHEET C7.01)
2. ONCE CONSTRUCTION IS INITIATED ON A PHASE, STREET RESTORATION INCLUDING SUBGRADE PREPARATION AND PLACEMENT OF AGGREGATE BASE SHALL BE COMPLETED WITHIN 28 CALENDAR DAYS FROM THE DATE THE SURFACE REMOVAL WORK BEGAN.
3. THE STREET RESTORATION, INCLUDING PLACEMENT OF CURB AND GUTTER, DRIVEWAY CONSTRUCTION, WALK CONSTRUCTION, AND BITUMINOUS NON-WEAR COURSE CONSTRUCTION SHALL BE COMPLETED ON EACH PHASE WITHIN 28 CALENDAR DAYS FROM WHEN AGGREGATE BASE CONSTRUCTION IS COMPLETED.
4. UPON COMPLETION OF THE CURB & GUTTER, DRIVEWAY, AND WALK CONSTRUCTION ON EACH PHASE, THE TURF RESTORATION SHALL BE COMPLETED WITHIN 14 CALENDAR DAYS.
5. ALL WORK EXCEPT FOR THE FINAL BITUMINOUS WEARING COURSE SHALL BE COMPLETED ON OR BEFORE 11/27/2026.
6. IF ANY OF THE ABOVE MILESTONES ARE NOT MET, LIQUIDATED DAMAGES SHALL BE ENFORCED AS DEFINED FOR SUBSTANTIAL COMPLETION.
7. THE PHASING PLAN MUST MEET MILESTONES AND CONSIDER RESIDENT ACCESSIBILITY.



TRAFFIC CONTROL NOTES:

1. WILLMAR AVE SW / CSAH 23 AND TROTT AVE SW SHALL REMAIN UNDER TRAFFIC DURING CONSTRUCTION ACTIVITIES.
2. LANE CLOSURES AT WILLMAR AVE SW / CSAH 23 AND AT TROTT AVE SW SHALL NOT COINCIDE.
3. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST RECENT EDITION OF THE MMUTCD, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTRAL ZONE LAYOUTS."
4. IN GENERAL, THE CONTRACTOR SHALL INSTALL THE INDICATED CONSTRUCTION BARRICADES ONLY IN THE AREAS ACTUALLY UNDER CONSTRUCTION. AREAS NOT AFFECTED BY CONSTRUCTION SHALL REMAIN OPEN TO TRAFFIC. CONSTRUCTION WILL BE COMPLETED UNDER TRAFFIC.
5. CONSTRUCTION ZONE SIGNING SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR AND WILL INCLUDE, BUT IS NOT LIMITED TO SIGNS FOR LANE CLOSURES, BUMP, DIP, MACHINERY AHEAD, LOOSE GRAVEL, ETC. THE NUMBER AND LOCATIONS OF THESE SIGNS WILL DEPEND ON THE CONTRACTOR'S OPERATIONS.
6. ADDITIONAL BARRICADES MAY BE NEEDED TO RESTRICT ACCESS TO THE CONSTRUCTION AREA AND SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL.
7. REFER TO THE AGREEMENT IN SPECIFICATION SECTION C-520 FOR COMPLETION DATE REQUIREMENTS.
8. ADDITIONAL FLAGGING MAY BE NEEDED TO DIRECT TRAFFIC DURING OPERATIONS.
9. NO PARKING SIGNS SHALL BE INSTALLED ON EACH SIDE OF ALL TEMPORARY MAILBOX LOCATIONS.

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HORZ. SCALE 0 200 400 FEET

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CITY OF WILLMAR, MINNESOTA
4TH STREET SW IMPROVEMENT PROJECT
TRAFFIC CONTROL & PHASING PLAN

SHEET C7.01

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	9.D.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Shane Stefanick, Public Works Director
Item:	Benson Ave & 5th Street SW Sanitary Sewer Repair Project		

RECOMMENDED ACTION:
Adopt the resolution awarding the Benson Ave & 5th Street SW Sanitary Sewer Repair Project to Hoffman Construction Co., LLC in the amount of $37,279.50.

OVERVIEW:
Between Benson Avenue and Litchfield Avenue on 5th Street Downtown, staff discovered a sanitary sewer line passing through a storm sewer manhole while performing smoke testing. There was a break in the sanitary sewer line within the manhole, resulting in sewage leaking into the storm sewer system. A temporary repair has since been completed by staff, and the line is no longer leaking. As part of the permanent repair, the sanitary sewer line will be relocated so that it no longer passes through or interferes with the storm sewer manhole, improving both the reliability of the sanitary sewer system and the integrity of the storm sewer infrastructure.

Two quotes for the project were received; one from Crow River Construction in the amount of $54,775 and Hoffman Construction Co. in the amount of $37,279.50.

BUDGETARY/FISCAL ISSUES:
The repairs will be paid from the Wastewater Collections Operating Budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Accept Quote Benson Ave & 5th St SW Sewer Repair
2. Map - 5th St SW & Benson Ave SW
3. Hoffman Construction Quote
4. Crow River Construction Quote

Resolution No._____

A RESOLUTION AWARDING THE SANITARY SEWER REPAIR PROJECT OF BENSON AVENUE & 5TH STREET SW TO HOFFMAN CONSTRUCTION CO., LLC IN THE AMOUNT OF $37,279.50.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the quote for the Sanitary Sewer Repair of Benson Avenue & 5th Street SW is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of $37,279.50.

Dated this 3rd day of August, 2026

_____
Mayor

Attest:

_____
City Clerk

9150 187th Ave NE, New London, MN 56273 | 320.354.5554

City of Willmar – Public Works Department
Attn: Tom Templer
3000 75th St SW
Willmar, MN 56201
Phone: 320-235-4252
Email: ttempler@willmarmn.gov

July 8, 2026

5th St SW & Benson Ave SW Sanitary Sewer Repair:
Crow River Construction proposes to supply material, equipment, and labor to complete the sanitary sewer work as outlined in Bolton & Menk drawing. Below is a breakdown of items.

NO:	ITEM DESCRIPTION	UNIT	QUANTITY
1	MOBILIZATION	LS	1
2	TRAFFIC CONTROL	CITY PROVIDED	
3	INLET PROTECTION	EA	4
4	REMOVE ASPHALT PAVEMENT	SY	145
5	REMOVE SANITARY MANHOLE	EA	1
6	BULKHEAD SANITARY SEWER PIPE	EA	3
7	CONNECT TO EXISTING SANITARY PIPE	EA	2
8	FIELD VERIFY SANITARY SERVICE	EA	2
9	8" SDR35 PVC SANITARY MAIN	LF	98
10	6" SANITARY SERVICE	EA	1
11	48" SANITARY SEWER MANHOLE	EA	1
12	SANITARY FRAME AND CASTING	EA	1
13	CLASS 5 AGGREGATE BASE (8") (CV)	TON	65
14	BITUMIOUS PATCH (4")	SY	145
TOTAL QUOTE AMOUNT:			**$54,775.00**

Notes: Crow River Construction has no permitting, engineering, dewatering (other than standard 2" pumps), Seeding/final restoration, rock landscaping or anything else not listed above included in quote. All quotes are good for 30 days. Once the quote is signed, our contract for the work will be considered. Payment terms are net 30 days. We appreciate the opportunity to quote your project. Project schedule September 2026.

Customer Signature: _____ **Date:** _____

HOFFMAN CONSTRUCTION CO LLC

Dustin Hoffman
5620 105th St NW
Pennock MN 56279
612-250-4490
hoffmanconstruction.dustin@gmail.com

ESTIMATE
EST286

DATE
07/16/2026

TOTAL
USD $37,279.50

TO

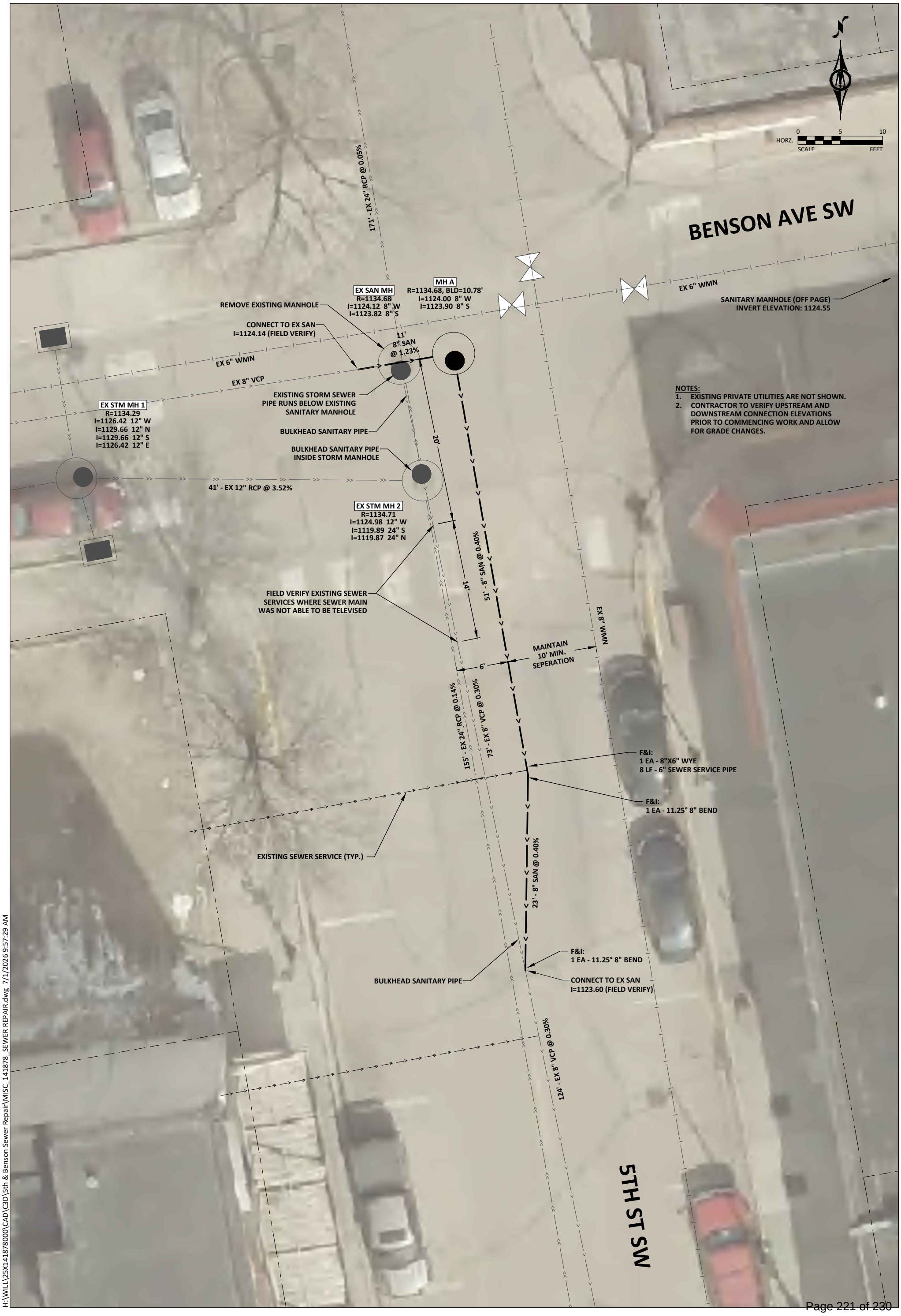
Tom Templer Wmu

Benson Ave
5th st
(320) 894-2961
ttempler@willmanmn.gov

DESCRIPTION	RATE	QTY	AMOUNT
Sawcut Asphalt Asphalt will be sawcut using a full-depth skid loader saw. The asphalt is estimated to be 8 inches or thicker.	$5.25	202 LF	$1,060.50
Asphalt removal and disposal Estimated quantity for asphalt removal and disposal: 16x85 8" thick	$145.00	4 Ld	$580.00
8" sewer The price encompasses all necessary components, including parts, supplies, bedding materials, and the connection to the existing sewer service.	$154.00	82 Lf	$12,628.00
Manhole replacement This price encompasses the manhole, trucking, and all necessary equipment and supplies required for installation. Plus bulkhead and removal of old pipe through existing storm manhole.	$10,461.00	1 LS	$10,461.00
Class 5/ trucking Quantity estimated	$275.00	4 Ld	$1,100.00
Asphalt patch A temporary gravel patch is installed to facilitate traffic flow until the asphalt work is completed. The asphalt patch consists 2 2 inch layers of asphalt mix. Patch work quoted by Kickin asphalt.	$11,450.00	1 LS	$11,450.00

TOTAL **USD $37,279.50**

Note: Hoffman Construction has no permitting included on this quote. Quote is good for 30 days. If quote is accepted, please sign below. Once the quote has been submitted, it will become a contract between client and contractor. With any questions, please call Dustin directly. All payments are upon invoice.



H:\WILL\25X141878000\CAD\C3D\5th & Benson Sewer Repair\MISC_141878_SEWER REPAIR.dwg 7/1/2026 9:57:29 AM

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	9.E.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Shane Stefanick, Public Works Director
Item:	Airport Apron Security Lighting MnDOT Capital Funding Award		

RECOMMENDED ACTION:
Adopt the resolution accepting MnDOT Office of Aeronautics State Capital Funding award for the Apron Security Lighting project in the amount of $21,700.00.

OVERVIEW:
Operations at the Airport are increasing, particulary during early morning and evening corporate travel. Additional security lighting on the apron is required to allow for safe fueling and access to the terminal building. The City requested funding from MnDOT Office of Aeronautics and after their review of annual capital requests, the Willmar Municpal Airport was awarded $21,700 for this project.

BUDGETARY/FISCAL ISSUES:
The total estimated project cost is $31,000. MnDOT's contribution to the project is 70%, and the City will need to contribute $9,300 or 30% in matching funds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution - Airport Apron Security Lighting MnDOT Funding Award

Resolution No._____

AUTHORIZATION ACCEPTING THE AIRPORT APRON SECURITY LIGHTING MNDOT CAPITAL FUNDING AWARD.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, accepts the MnDOT Capital Funding Award for the Airport Apron Security Lighting project in the amount of $21,700.

Dated this 3rd day of August, 2026

_____
Mayor

Attest:

_____
City Clerk

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	9.F.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Shane Stefanick, Public Works Director
Item:	Airport A/D Building Water Well Pump Replacement MnDOT Capital Funding Award		

RECOMMENDED ACTION:
Adopt the resolution accepting MnDOT Office of Aeronautics State Capital Funding award for the Airport A/D Building Water Well Pump Replacement project in the amount of $18,200.

OVERVIEW:
The existing water well pump for the terminal building was originally installed in 2005 and is in need of replacement. This project will install a new pump to adequately maintain pressure to service the terminal building. The City requested funding from MnDOT Office of Aeronautics and after their review of annual capital requests, the Willmar Municpal Airport was awarded $18,200 for this project.

BUDGETARY/FISCAL ISSUES:
The total estimated project cost is $26,000. MnDOT's contribution to the project is 70%, and the City will need to contribute $7,800 or 30% in matching funds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution - Airport A-D Building Water Well Pump Replacement MnDOT Funding Award

Resolution No._____

AUTHORIZATION ACCEPTING THE AIRPORT A/D BUILDING WATER WELL PUMP REPLACEMENT MNDOT CAPITAL FUNDING AWARD.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, accepts the MnDOT Capital Funding Award for the Airport A/D Building Water Well Pump Replacement project in the amount of $18,200.

Dated this 3rd day of August, 2026

_____
Mayor

Attest:

_____
City Clerk

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	9.G.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Shane Stefanick, Public Works Director
Item:	Airport Hangar Access Road Construction MnDOT Capital Funding Award		

RECOMMENDED ACTION:
Adopt the resolution accepting MnDOT Office of Aeronautics State Capital Funding award for the Airport Hangar Access Road Construction project in the amount of $201,950.

OVERVIEW:
The Airport now has four commercial hangars located off the main apron. Two of these hangars were constructed in the past five years. The existing parking lot does not extend far enough to serve the employees and customers of the two new commercial hangars. This project would construct an access road to the hangars to allow the hangar owners to then construct private parking lots off of. The City requested funding from MnDOT Office of Aeronautics and after their review of annual capital requests, the Willmar Municipal Airport was awarded $201,950 for this project.

BUDGETARY/FISCAL ISSUES:
The total estimated project cost is $288,500. MnDOT's contribution of the project is 70%, and the City will need to contribute $86,550 or 30% in matching funds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution - Airport Hangar Access Road Construction MnDOT Funding Award

Resolution No._____

AUTHORIZATION ACCEPTING THE AIRPORT HANGAR ACCESS ROAD CONSTRUCTION MNDOT CAPITAL FUNDING AWARD.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, accepts the MnDOT Capital Funding Award for the Airport Hangar Access Road Construction project in the amount of $201,950.

Dated this 3rd day of August, 2026

_____
Mayor

Attest:

_____
City Clerk

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	9.H.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Kyle Box, City Operations Director
Ordinance:	No	**Presented By:**	Kyle Box, City Operations Director
Item:	Budget Work Session		

RECOMMENDED ACTION:
Schedule a City Council Budget Work Session on Monday, August 31, 2026, at 6:30 PM, located at RHM, 1033 19TH AVE SW

OVERVIEW:
Budget Work Session to review the proposed 2027 Preliminary Budget

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
None

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	9.I.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Kyle Box, City Operations Director
Ordinance:	No	**Presented By:**	Kyle Box, City Operations Director
Item:	Willmar Municipal Utilities Capital Facilities Tour		

RECOMMENDED ACTION:
Information Only

OVERVIEW:
Willmar Municipal Utilities (WMU) will conduct a Capital Facilities Tour to review current and future projects. This meeting is scheduled for Monday, August 24, at 11:45 AM. The meeting will begin at WMU, 700 Litchfield Ave SW, Willmar. The City Council and City Staff are invited to attend.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
None

City Council Action Request

Council Meeting Date:	August 3, 2026	**Agenda Item Number:**	9.J.
Agenda Section:	Regular Business	**Originating Department:**	Human Resources
Resolution:	No	**Prepared By:**	Alissa Gambrel, Human Resources Director
Ordinance:	No	**Presented By:**	Alissa Gambrel, Human Resources Director
Item:	City Administrator Hiring Recommendation		

RECOMMENDED ACTION:
Motion to recommend hiring _____ as the next City Administrator and to authorize designees and legal counsel to negotiate with this candidate on a tentative employment agreement to be approved by the City Council.

OVERVIEW:
The City Council reviewed 12 applicants for the City Administrator position and interviewed two finalists. The City Council is now prepared to make their recommendation on hiring for the City Administrator position.

BUDGETARY/FISCAL ISSUES:
Salary and benefits for this position are included in the 2026 budget.

ALTERNATIVES TO CONSIDER:
City Council may choose to conduct additional interviews if they are not yet ready to make a hiring recommendation.

ATTACHMENTS:
None