

Dassel, MN

Regular City Council Meeting

Monday, April 21, 2025 at 6:00 pm

1. Call to Order

a. Pledge of Allegiance

Led by Mayor Lalone

b. Roll Call

Council members Gaertner, Landrus, Suchy, Thurn & Mayor Lalone

2. Approval of Minutes Approval of Minutes Closed City Council meeting March 27, 2025, DAHS February 25, 2025, City Council meeting March 17, 2025, Minutes Board of Appeal & Equalization Meeting, April 9, 2025, and Special City Council Meeting, April 15, 2025.

ADD: Minutes Board of Appeal & Equalization Meeting, April 9, 2025, and Special City Council Meeting, April 15, 2025.

Attachments:

- **Board of Appeal and Equalization Minutes, April 9, 2025** (ADDED_Board_Of_Appeal_Equalization_Meeting_Minutes_4-9-2025.pdf)
- **City Council Minutes March 17, 2025** (Regular_City_Council_Meeting_Minutes3-17-2025.pdf)
- **Closed Meeting Minutes 03/27/2025** (2025-03-27_DRAFT_Closed_City_Council_Meeting_Minutes.pdf)
- **DAHS Meeting Minutes 2/25/2025** (DAHS_February_25_2025_Monthly_Meeting_Minutes.pdf)
- **Special City Council Meeting - Library Grant April 15, 2025** (ADDED_Special_City_Council_Meeting_Minutes_04-15-2025.pdf)

3. Public Hearing(s)

4. Open Forum

(The City Council invites residents to share new ideas or concerns related to city business; however, individual questions and remarks are limited to three (3) minutes per speaker. No City Council action will be taken, although the Council may refer issues to staff for follow up or consideration at a future meeting. The Mayor may use discretion if speakers are repeating views already expressed or ask for a spokesperson for groups of individuals with similar views. Speakers should state their name and home address at the podium before speaking.)

a. Alan Greene with SAFEbuilt

Attachments:

- **Building Plan Review** (Service_Line_One_Pagers_Combined.pdf)
- **Code Compliance** (Code_Compliance.pdf)
- **Community Core** (CommunityCore.pdf)

5. Additions or Omissions to Agenda

ADD: Consent Agenda 6h. Motion to hire Dale Wright for the Seasonal Public Works position for \$18.00 per hour with a start date of April 22, 2025, pending background check.

ADD: Consent Agenda 6i. Motion to hire Jack Nesseth for the Temporary Seasonal Public Works position for \$18.00 per hour starting May 19, 2025, pending background check.

6. Consent Agenda

- a. **Payment of Claims in the amount of \$234,213.33**
- b. **Motion to approve hiring Paul Jacobson as Volunteer Firefighter effective April 14, 2025.**
- c. **Motion to approve Seasonal Maintenance Worker Job Description.**

Attachments:

- **Seasonal Maintenance Worker Job Description** (3-28-25_Draft_Seasonal_Maint_Worker_-_to_Council_4-21-25.pdf)

- d. **Motion to approve the purchase of tires for truck 654 from in the amount of \$922.68 and tires from truck 553 in the amount of \$3,736.74 from Flatout Tire from 226-42280-404.**

Attachments:

- **Estimates from Flatout Tire** (Flatout_Tire_quotes_FD.pdf)

- e. **Motion to approve the Lawful Gambling Permit for the Cokato Dassel Lions Club for a raffle at 460 3rd St N, Dassel on October 6, 2025.**
- f. **Motion to approve Resolution 2025-013 accepting a donation to the City of Dassel from Dassel Firemans Relief Association Gambling Account in the amount of \$30,000.**

Attachments:

- **Resolution 2025-013 Accepting a Donation to the City of Dassel** (2025-013_Resolution_Accepting_Donation-FD_Gambling.pdf)

- g. **Motion to Approve Temporary Street Closing Application for Dassel Fall Frolic Craft & Flea Market Festival on Sept 21, 2025 from 7:30 am to 4:30 pm from 2nd Street N to 4th St N on Atlantic Ave W.**

- h. **ADDED Motion to hire Dale Wright for the Seasonal Public Works position for \$18.00 per hour with a start date of April 22, 2025, pending background check.**

- i. **ADDED: Motion to hire Jack Nesselth for the Temporary Seasonal Public Works position for \$18.00 per hour starting May 19, 2025, pending background check.**

7. Council & Committee Reports

- a. **Dassel Area Historical Society Meeting March 25, 2025 - Eckerly**
- b. **Special Closed City Council Meeting, March 27, 2025 - Mayor Lalone**
- c. **Business Group Luncheon Meeting, April 7, 2025 - Councilmember Gaertner**
- d. **Board of Appeal & Equalization Meeting, April 9, 2025 - Mayor Lalone**

8. Staff Reports

- a. **Museum Director**

Attachments:

- **Museum Director Report** (Museum_Directors_report_-_April_2025.pdf)

- b. **Liquor Store Manager**

Attachments:

- **Liquor Report** (Liquor_Store_Report_March_2025.xlsx)
- **Compliance Check Report** (Liquor_Report_-_RTN_-_OFSL_-_DASSEL_MUNI_-_DASSEL_-_3.18.25.pdf)

- c. **Fire Chief**

Attachments:

- **Fire Calls March 2025** (Fire_Calls_for_March_2025.pdf)

d. Public Works Director

The tree removal cost was not budgeted for in 2025.

Attachments:

- **Perfluoroalkyl Substances Report (PFAS)** (4-14-25_Final_Lab_Report_and_email_-_No_PFAS_Detected.pdf)
- **Monthly report** (Public_Works_Report_April_2025.pdf)
- **Water Conservation Report 2024** (Water_Conservation_Report_Summary_-_2024__1_.pdf)
- **Tree Removal Bids** (TREEBIDS.pdf)

e. City Engineer

f. City Administrator

Attachments:

- **H2O Analytics App - Water Usage** (H2o_Analytics_App.pdf)
- **Monthly Report** (20250421_City_Administrator_Report.pdf)

g. City Attorney - will not be in attendance

h. Sheriff's Department

Update on parking on 2nd Street between Parker Ave W (Hwy 12) and Atlantic Ave W and update from Landrus on conversation with property owner at 150 Parker Ave W.

Attachments:

- **Sheriff's Report March 2025 Calls** (Sheriffs_Dept_Dassel_Monthly_Stats_-_March_2025.pdf)

9. Business Items

a. Motion to approve JandM Displays fireworks 3 years 2025-2027 contract in the amount of \$4,000.00 per year.

Attachments:

- **Dassel 3 year JM 2025 Display Agreement** (Dassel_3_year_JM_2025_Display_Agreement.pdf)
- **2025 Fireworks Liability Extension Questionnaire** (2025_Fireworks_Liability_Extension_Questionnaire_Completed.pdf)
- **JM_2025_Display_Information** (JM_2025_Display_Information_Form_Fillable.pdf)

b. Motion to approve 3-year land lease agreement with David Fitterer on irrigation land.

Mr. Fitterer has been leasing since 2022. There is no increase in the rent.

Attachments:

- **Fitterer Land Lease Agreement** (David_Fitterer_Land_Lease.pdf)

c. Discuss Library grant and funding options

Attachments:

- **Grant agreement** (Sept_27_2024_Library_Grant_Agreement_Documents.pdf)

d. Motion to purchase 3 SuperSaver Outdoor Benches from TreeTop Products for \$405.00 each and Traditional Powder-Coated Bike Rack for \$255.00 for Summit Park with funds from 101-45200-500.

Attachments:

- **TreeTop Products Park Bench & Bike Rack** (TreeTop_Products_Park_Bench_and_Bike_Rack.pdf)

e. Motion to approve Resolution 2025-014 Declaring Dassel Fall Frolic Craft & Flea Market a City Festival

Eckerly, City Administrator will give a report on this new Festival.

Attachments:

- **Resolution 2025-014 Declaring Dassel Fall Frolic Craft & Flea Market a City Festival** (2025-014_Resolution_Declaring_a_City_Festival_-_Fall_Frolick.pdf)

10. Adjourn

The agenda packet with all background material is located at the side table for viewing by the public. The agenda is subject to change without notice. Information and materials relating to the above items are available for review at city hall by appointment.

Dassel, MN

Board of Appeal & Equalization Meeting

Minutes

Wednesday, April 9, 2025 at 6:00 pm

1. Call to Order

Minutes:

Meeting called to order by Mayor Lalone at 6:01 pm.

a. Roll Call

Council members Gaertner, Landrus, Suchy, Thurn & Mayor Lalone

Minutes:

Members present Gaertner, Landrus, Suchy, Thurn & Mayor Lalone. Members absent: None.

Meeker County Staff present: Melissa Voigt, County Assessor, Lisa Lindeman, Appraiser, Shelley Miller, Appraiser Trainee, Michaela Stade, Appraiser.

Residents present: Brian Bondhus, 231 5th St. S., Glenn Schumann, 1135 Summit Cove, Jeremy Raasch, 230 5th St. S., Debbie Burandt, 1017 Sunrise Circle, Lisa Carlson, 1005 Sunrise Circle, Paul Haekenkamp, 1675 8th Ave. Hutchinson.

2. Business Item

a. Brief Overview from Assessor

Minutes:

Assessor Voigt gave an overview of the process to make sure everyone has a fair and equitable market value for taxes payable 2026. The findings must be sustained by facts and then would be forwarded to the county in June for consideration. Cannot reduce the overall estimated market value for the jurisdiction by more than 1%, so there can be no blanket reduction across the board. The current overall market value for the City of Dassel is \$167,796,600.00, so the amount cannot be reduced by more than \$1,677,966.00. The property owners that they may only appeal the estimated market value or EMV, and that the appeals process is concerning the amount, not tax amount.

b. Public Comments/Questions

Minutes:

Brian Bondhus, 231 5th St. S. had questions as to why his statement shows that he has vinyl windows, patio and a full basement when he does not. His basement is partial and unfinished, and Bondhus stated he has a concrete slab where a shed once was but no patio. Bondhus also asked for clarification on the assessment process, stating he has requested an appointment with the assessor's office and had not heard back from them. An appointment was scheduled during the discussion to a visit to his property. Voigt said she'd suggest no change until they can get in to inspect.

Glenn Schumann, 1135 Summit Cove asked why his value went up 10 1/2% and Voigt stated it actually went down from the prior year. Schumann asked about the valuation of his

2 vacant lots and questioned why the valuation is so different. 23-0739300 value \$9,300.00 and 23-0739200 \$20,400.00. Voigt stated since they are tied to a homestead, the value is tiered down. No change suggested.

Paul Haekenkamp, 1675 8th Ave. Hutchinson asked how his value is figured on his vacant lot behind the bank off of Hwy 12 on Haekenkamp Drive. EMV for this property is \$220,800.00 and it is based off of square footage according to Voigt who stated she will review other commercial properties within city limits for comparison.

Lisa Carlson, 1005 Sunrise Circle VP of the Homeowners Association in Sunrise Circle asked for a little insight from the county. Carlson stated they are an association and do not own the land surrounding their homes, it belongs to be developer and is community property. Thier houses are identical, built by the same builder, and they're being valued exactly the same. The concern she is bringing forward is of the president of the HOA Kargas PID 23-0750000 and his home valuation being the same as a home on Summit Cove PID 23-0734000. Carlson stated Sunrise Circle is a private drive and is not maintained by the city. Voigt reiterated that it comes down to square footage and amenities. Carlson is there acting as a representative for herself and Kargas.

c. Recommendations from Assessor

Minutes:

Motion by Gaertner, seconded by Suchy to approve no change in the estimated market value EMV for 2026 to the properties listed. Motion carried.

Brian Bondhus 23-0170000 \$327,900.00 Glenn Schumann 23-0799000 \$425,500.00, 23-0739300 \$9,300.00, 23-0739200 \$20,400.00 Paul Haekenkamp 23-0010000 \$220,800.00

Lisa Carlson 23-0742000 \$327,400.00 Scott Kargas 23-0750000 \$363,900.00

Motion by Gaertner, seconded by Landrus to accept the Assessor's recommendations of values of the 6 properties listed. Motion carried.

Michael & Danielle Lipe, 23-0790000 value decrease from \$459,000.00 to \$420,200.00

Lund Family Rev Living Trust 23-0552000 value decrease from \$448,100.00 to

\$391,700.00 Ken & Roxie Kannianen 23-0658000 value decrease from \$434,500.00 to

\$414,500.00 CJ Moe Rentals 23-0018000 value decrease from \$325,000.00 to

\$275,400.00 CJ Moe Rentals 23-0018002 value decrease from \$326,300.00 to

\$289,000.00 CJ Moe Rentals 23-0018001 value decrease from \$326,700.00 to

\$281,100.00

3. Recess / Adjourn

Minutes:

Motion by Landrus, seconded by Gaertner to adjourn at 7:25 pm. Motion carried.

Dassel, MN

Regular City Council Meeting

Minutes

Monday, March 17, 2025 at 6:00 pm

1. Call to Order

Minutes:

Meeting called to order by Mayor Lalone at 6:02 p.m.

a. Pledge of Allegiance

Led by Mayor Lalone

b. Roll Call

Council members Gaertner, Landrus, Suchy, Thurn & Mayor Lalone

Minutes:

Members present: Gaertner, Landrus, Suchy, Thurn & Mayor Lalone
Members absent: none

2. Approval of Minutes DAHS January 28, 2025 monthly meeting minutes, City Council meeting February 18, 2025, Planning Commission Sept. 10, 2024

Minutes:

Motion by Suchy, seconded by Gaertner to approve the minutes as presented. Motion carried.

3. Public Hearing(s)

4. Open Forum

(The City Council invites residents to share new ideas or concerns related to city business; however, individual questions and remarks are limited to three (3) minutes per speaker. No City Council action will be taken, although the Council may refer issues to staff for follow up or consideration at a future meeting. The Mayor may use discretion if speakers are repeating views already expressed or ask for a spokesperson for groups of individuals with similar views. Speakers should state their name and home address at the podium before speaking.)

5. Additions or Omissions to Agenda

Minutes:

Motion by Landrus, seconded by Suchy to approve the agenda with the change of moving the Sheriff's report from 8h to 8a. Motion carried.

6. Consent Agenda

Minutes:

Motion by Landrus, seconded by Gaertner to approve the Consent Agenda. Motion carried.

a. Payment of Claims \$349,462.89

b. Motion to approve the City mileage rate \$.70 cents per mile effective January 1, 2025, through December 31, 2025 .

c. Motion to approve Wine/Strong Beer license application for Cokato Dassel Lions at Saints Field for April 1, 2025, to Sept. 30, 2025 pending the receipt of all required paperwork and signatures.

d. Motion to Approve Resolution 2025-010 Appointing the City Assessor and City Building Official for 2025

e. Motion to Approve Resolution 2025-011 Accepting a Donation to the City of Dassel

7. Council & Committee Reports

a. Dassel Area Historical Society Meeting February 25, 2025 - Eckerly

Minutes:

Administrator Eckerly reported there was a meeting on February 25, 2025, she reported on a discussion regarding the Ergot project and setting up a little theatre exhibit. There are some technology issues which the History Center staff are working to resolve.

b. Fire Advisory Meeting - February 26, 2025 - Councilmember Thurn

Minutes:

Council member Thurn reported the 2026 budget and contracts were approved. Josh Johnson, City of Darwin was elected the Chair and Kari Amundson, Dassel Township was elected as the Vice Chair.

c. Small Business Group Meeting - March 3, 2025 & March 10, 2025- Councilmember Gaertner

Minutes:

Council member Gaertner reported the Small Business Group met twice this month and has decided to go in a different direction. They would like to have every other month meeting with a meeting the opposite months being a lunch meeting. The next meeting will be a lunch meeting on April 7th at City Hall at noon with lunch provided by the Tea Shoppe. The intention of this group is to help promote the local businesses in Dassel. The group has gone from 18 members to about 5 because the focus was put on events and not the businesses. There will be a subcommittee for those businesses who would like to plan events.

Council member Landrus urged business owners in town to reach out to the group or attend a meeting and speak at the open forum if there is anything they need help with or would like to promote.

d. Planning Commission Meeting - March 10, 2025 - Councilmember Landrus

Minutes:

Council member Landrus reported at the Planning Commission meeting the Cannabis Retail Business zoning ordinance was on the agenda for approval. Clint Scherping came to speak to the commission about the DG Market building not being in compliance with the facade portion of the City Code. The commission discussed how to handle this situation, so it doesn't continue to happen it was recommended to add a section on the building permit stating the person applying for the permit is aware of the ordinances and what is expected. The Commission would also like to explore having a code compliance officer come it to see what it would take to have a company take over the compliance of the ordinances. Administrator Eckerly will reach out to a company that she has worked with in the past to have them come speak with Council.

e. Red Rooster Committee Meeting - March 11, 2025 - Councilmember Gaertner

Minutes:

Council member Gaertner reported that the committee discussed where they would be

purchasing the chicken from now that Red Rooster Foods will no longer be an option. A refrigeration truck has been donated to the committee for use to store the chicken on site from someone Max Johnson knows. The Knights of Columbus are no longer going to be doing the brat feed and are willing to hand that over to another organization since it is a profitable fundraiser. Kyle Moy and Ron Hungerford are going to meet to go over what needs to be fixed at the pits.

8. Staff Reports

a. Museum Director

Minutes:

Director Holje reported they are working on a new ergot exhibit which is a little theatre. Painting of the history center was completed on March 17th. Events scheduled include Ken Kubash – April 12, Meet Your Growers and Producers, April 15, 6:30, Abigail Johnson and Isaac Meza, JaneAnn Settergren – Music April 27, 2:00 pm., Super Sleuth – Education Committee. May 10, Airborn – June 12, 6-9, Jerry Nelson Concert – June 20, 7:00 pm, Sue Davies – July 19, Airborn – Aug. 7, 6-9, Crow River String Band, Aug. 16, 7:00 pm, Red Rooster Program - Aug. 30, 10 am. Galen Johnson, Reading of Our Town –?? Aug. 31, 2:00 pm, Red Rooster Weekend, (140% 2 sides), the exhibit “Our Town” and Lydia Henry – Manhole Cover Rubbings – Sept. 19.

b. Liquor Store Manager

Minutes:

Manager Moy reported sales were down again for the month, but the number of customers were up for the month some. She is working on promotions for Spring. Staff is starting on cycle counts on inventory in March. MMBA is coming up at the end of April.

c. Fire Chief

Minutes:

Chief Johnson reported 41 calls for the month of February 23 within city limits and 102 year to date, this is 29 calls more than last year this time. Johnson stated the demonstration on the new extrication equipment won't start until 6:30 pm on the March 24th for any members of council who would like to see it being used.

d. Public Works Director

Minutes:

Director Moy reported Street Department: We have been salting and plowing as needed. We have been clearing drain covers of leaf and winter debris. Depending on the weather, He is hoping to start street sweeping in April. We are just waiting to see if we are getting more snow. He has ordered and received pothole patch. We again are just awaiting weather. We have begun grading gravel sections. Water Dept: We did receive the report from our sanitary survey/audit that we had with MDH on 2/12. I have attached the report. It went very well, we just had to do some updating of contacts and sampling points. He is continuing to work on the MPARS conservation report. Will have completed and included for next month's meeting. We had Thein Well out to have the wells and high service pumps

inspected. As expected, they are all sitting in great shape. Continuing to do sampling and testing as needed. Sewer Dept: We have been continuing to sample and monitor ponds. He is lining up to have a company come out in the spring to have the ponds sonar. This will let us know the condition of the sludge in them. We should be able to treat the sludge instead of needing to have them dredged. We will be doing ground well sampling and soil sampling next month. The Irrigator pump and motor should be getting installed end of the month or early April. Equipment: We are beginning to get summer equipment out and serviced for the year. We will be cleaning up and getting snow and winter equipment ready for storage. Personnel: Nolan and Kyle attended the MRWA annual conference. It was quite informative for both of us. We also had the opportunity to tour the St. Cloud Water Treatment Facility. He attended a disaster course put on by FEMA with Renee and Tracey. Again, it was very informative. Have utilized Stan for plowing and had him help while Nolan and I were in training. We will be bringing him back part time when the weather cooperates. Parks: We have closed the skating rink down for the year and have begun draining the water out. He has had Nolan working on an estimated cost for Public Works to rehab the restroom at Breeds Park. We have received some pet waste stations for all the parks. We will be installing them once the frost is out.

e. City Engineer

Minutes:

Engineer Lease met with City staff along with one of their architects to review the restroom structure at Breeds Park. After reviewing it was determined that the structure is sound enough to be kept in place. So, we would be looking to redoing the structure with maintenance free materials. The estimated cost of this would be between \$80,000 to \$90,000, using the existing structure and maintaining 2 separate bathrooms. Public Works Director Moy states they can do the work, but he is worried about the timeframe with manpower. They would be looking at a 3–4-week timeframe and would need to hire out the plumbing, concrete and tree removal. Lease stated they are close to being ready with the plans they have to go out for bids, need to have plumbing and electrical plans laid out. Administrator Eckerly addressed Council stating there have been a couple of business owners who would like to have the holes back in the sidewalks along 3rd Street for flags, that use to be there. After speaking with the contractor who did the work, they stated it would void the warranty in those sections of the sidewalk. Council agreed not to put the holes back in the concrete.

The Open House for the MNDOT project along Hwy 12 is scheduled for May 20, 2024, from 4:00-5:30, would like a sit down with MnDOT about the project to see what can be done about closing down the entire highway during the project.

f. City Administrator

Minutes:

Administrator Eckerly reported upcoming events include Annual Audit, Monday, March 24 – 26, 2025, DAHS meeting, Tues. March 25, 2025, 10:00 a.m. History Center, Small Business Group meeting, Mon. April 7, 2025, at noon at City Hall, Board of Review & Equalization Meeting, Wed. April 9, 2025, 6:00 p.m. at City Hall, Department Head meeting,

Tues, April 15, 2025, 7:00 am at City Hall, City Council Meeting, Monday, April 21, 2025, at 6:00 p.m. City Hall, DAHS meeting, Tues. April 22, 2025, 10:00 a.m. History Center. If anyone plans to attend the LMC Annual Conference in June in Duluth or the Coalition of Greater MN Cities Summer Conference in Bemidji in July rooms need to be booked ASAP. Tracey, Kyle & I attended a Emergency Management training in Waite Park for 2 days and learned a lot about reviewing if Dassel is prepared for an emergency and how to handle the situation. I filed for the cities State Fire Aid. I attended the following meeting: MN Housing Crisis, Fire Advisory, Attended 2 Small Business meetings, a Breeds Park Restroom meeting, MN Housing grant webinar, DocuWare meeting, Planning Commission meeting, Meeker in Motion and Red Rooster Committee. Administrative staff is preparing to launch the H2O Analytics application for residents to monitor their own water usage in April 2025. Tracey Bergum, City Clerk and I have been working on gathering documents for the audit. The annual audit with Sara Oberloh has been scheduled for March 24-26, 2025. Handle a variety of complaints and inquiries. Duane Heier continues to request and send plans for a new pickleball court in Sellards park and Breeds Park. I forgot to post the proposed new fee schedule in the paper for public comment. It will be on your April calendar for action. Sarah Swedburg, City Planner and I met with a couple of developers that are interested in building housing. Grant for \$640,000 is available and one of the possible upcoming projects in the city is a good candidate for this grant. Swedburg is willing to write this grant for \$3,500.00. Eckerly believes the housing project for 6-4 plex's is a good candidate for it, being workforce-based housing.

Motion by Landrus, seconded by Gaertner to move forward with the Tier 2 Small Cities grant. Motion carried.

Eckerly has asked that the DocuWare proposal under Business Items be tabled so more information can be gathered.

City Hall has had numerous requests for a Wells Fargo ATM be placed within city limits. Eckerly has reached out to Wells Fargo, and they are encouraging customers to call the Litchfield branch and speak with Kim if they have any questions or concerns.

For the council members who would like to reply to the email from Mr. Deiter from Howard Lake, you could forward your comments to Eckerly she will forward them to him to avoid violating the open meeting law.

Date for the joint meeting with the library April 15, 2024 at 6:00 pm.

g. City Attorney

Minutes:

Attorney Greenley changes that were made include pg. 9b. 3rd paragraph remove the portion that mentions designating city official. Pg. 10e Cannabis Event moved from zoning to ordinance. Sarah Swedburg, City Planner stated the section inserted in 10 gives the city authorization to review the details of the event. Pg. 11 vi. Hours of operation for an event Mon-Saturday 10:00 am - 5:00 pm and Sunday 11:00 am - 4:00 pm, Section 7 the hours of a dispensary be Monday - Thursday 9:00 am - 9:00 pm, Friday -Saturday 9:00 am - 10:00 pm and Sunday 11:00 am - 4:00 pm. Section 8, remove paragraphs 2-6. Section 10 remove everything add extra verbiage to reference the MN Clean indoor air act and local

ordinances.

h. Sheriff's Department

Minutes:

Deputy Kelly reported there were 155 calls for service including 1 theft and 118 traffic stops. Sgt. Coates was also in attendance and discussed with council the ongoing parking issue on 2nd St. with Alman Auto. Council member Suchy questioned the 30-minute parking signs and why they are not permanent, Suchy also would like to see the 400 block of 2nd St. N. be no parking due to location of the fire department and the issues parking in that block may cause for the department. It was asked if there was a better pickup and drop off location for Jefferson Lines bus and Eckerly stated she would reach out to them. Landrus suggested speaking to Alman again to discuss the ongoing parking issues.

9. Business Items

a. Motion to approve bid from K.A. Construction for the replacement of the doors and locks in the amount of \$6,516.00.

Minutes:

Motion by Lalone, seconded by Suchy to approve bid from K.A. Construction for the replacement of the doors and locks in the amount of \$6,516.00. Motion carried.

b. Motion to approve Ordinance No. 01-2025 Regulating Cannabis Businesses and Retail Cannabis Dispensaries

Minutes:

Motion by Landrus to approve Ordinance No. 01-2025 Regulating Cannabis Businesses and Retail Cannabis Dispensaries with the following changes: 6b 3rd paragraph removing designated city official be notified. 6e changing the hours for a Cannabis event to Monday - Saturday 10am - 4pm and Sunday 10am - 5pm. Removing paragraphs 2,3,4,5 and 6 from Section 8 and removing parts a, b and c from Section 10 replacing it with the reference to the MN Clean indoor air act and local ordinances. Seconded by Gaertner. Motion carried.

c. Motion to approve Ordinance No. 02-2025 Dassel Cannabis Ordinance (zoning) and Buffer Map

Minutes:

Motion by Gaertner, seconded by Suchy to approve Ordinance No. 02-2025 Dassel Cannabis Ordinance (zoning) and Buffer Map. Motion carried.

d. Motion to approve purchasing DocuWare product from Metro Sales Inc in the amount of for an annual cost of \$5,569.40 and one time cost of \$3,920.00 to process and store documents digitally.

Minutes:

Administrator Eckerly asked that this item be tabled until future meeting to get more references.

e. Motion to approve Option 1 with the MN Department of Transportation Street Sweeping Agreement (2025) and authorize the Mayor to sign.

Minutes:

Motion by Landrus, seconded by Gaertner to approve Option 1 with the MN Department of Transportation Street Sweeping Agreement (2025) and authorize the Mayor to sign. Motion carried.

f. Motion to approve Resolution 2025-012 Approve City of Dassel Official Seal

Minutes:

Motion by Gaertner, seconded by Thurn to approve Resolution 2025-012 Approve City of Dassel Official Seal option 1. Motion carried.

10. Adjourn

Minutes:

Motion was made by Landrus, and seconded by Suchy to adjourn the meeting at 8:45 p.m.
Motion was unanimous.



DRAFT

Closed City Council Meeting

Minutes

Thursday, March 27, 2025 at 6:00 pm

1. Call to Order

a. Roll Call

Council members Gaertner, Landrus, Suchy, Thurn & Mayor Lalone

Minutes:

Members Present: Gaertner, Landrus, Suchy, Thurn & Mayor Lalone. Members absent none.

2. Business Item

a. Closed Session

Minutes:

Mayor Lalone announced the Council will be going into Closed session pursuant to Minnesota Statutes Sections 13D.05, subdivision 3(c)(3) to conduct a closed city council discussion concerning the following real property (the "Property"). That property has PID 23-0103000 and the address 465 2nd Street, Dassel, MN, to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Meeting was closed at 6:05 p.m. The Closed session was adjourned, and the regular meeting was re-opened at 6:44 p.m. Mayor Lalone reported that the Council was in closed session to discuss making an offer on real property PID 23-0103000, 465 2nd St, Dassel.

After reviewing the budget and planned projects, the Council is not interested in making any offer.

Motion by Landres, seconded by Suchy to no longer pursue the property located at 465 2nd St, Dassel (PID 23-0103000) at this time due to budget and other planned projects. Motion carried.

Vote results:

Ayes: 5 / Nays: 0

3. Adjourn

Minutes:

Motion by Landrus, seconded by Suchy to adjourn the meeting at 6:48 p.m. Motion carried.

Dassel Area Historical Society

Board of Trustee's Meeting

February 25, 2025 10am

In attendance:

Executive Board: Ron Hungerford, Paul Settergren, Jon Benson, Rae Gayner

Board of Trustees –

Voting members: Susan Anderson, Galen Nyman, Mechele Pitchford, Terri Boese, Mary Jensen

Non-Voting attendees: Carolyn Holje, Therese O'Fallon, Dianne Johnson, Amy Wilde, Marlyce Erickson

The monthly meeting of the DAHS was called to order by Ron Hungerford at 10:08am

Secretaries meeting minutes (January) presented by Rae.

Minutes were approved with a motion from Jon and a second from Mary. Motion passed.

Treasurer/Financial report (EOM January) given by Jon.

- Income \$9,834.75 and expenses \$5,093.86
 - Membership drive accounts for a great deal of the January income
 - Larger expenses in January due to tech bills
- Treasurer Report for income/expenses and other:
 - Checking account: \$55,046.69 Edward Jones: \$81,197.24
 - Total non-dedicated funds \$130,595.63

Our 3 month CD will mature in March. Jon will turn over into another CD which right now is appx 4.2%.

Terri asked about \$5,077 bill and how it was duplicated. Jon explained that sometimes we received an invoice so he pays it, but then later we receive an actual bill and he pays that as well. When they settle up the account he finds that it was double paid so he resolves the issue.

Treasure Report approved after motion made to accept by Terri and second by Galen. Motion passed.

Director's Report: Carolyn presented the Director's Report

- Ergot Exhibit
 - A meeting took place in early February but no decisions were made
 - As far as hiring an exhibit professional, it was explained that there is a group working on the exhibit and they are all professionals.
- Some projects that are currently being looked at are:
 - Small theatre room is being discussed but the room is currently being used for storage.
 - We have numerous videos.
 - The room would be closed off as videos are sometimes disruptive due to building layout.
 - Per Jon, it may be difficult to have dedicated space assigned to just one thing and not available for anything else.
 - Purchases in December but still need to be hooked up by Computer Samurai.
 - Film reader and computer
 - Desktop printer for digitized paper computer
 - Getting ready to paint the lobby and the large rental room; the expense will be shared with the city.
 - Terri remarked at how many things our rental room hosts.
 - Mechele - Maybe this really isn't a museum, it seems to be more of a community space/facility
 - Terri agreed that we need to find more space, maybe purchase building or space on the other side.
 - Jon stated we need more interactive exhibits. Per Mary, DAHS had hired Dan Hoisington to do an evaluation and he remarked about making things much more interactive. Unfortunately, this came out just as Covid hit.
 - Per Mary, DAHS received a \$50K grant years ago to make the corn exhibit really good.
 - Mechele asked there are farmers that would want to give input into the exhibit?

Upcoming/Future Programs/Concerts, Events, Exhibits:

Programs/Concerts:

- Jerry Nelson

- Sue Davies
- Galen Johnson will be the Red Rooster speaker

Events:

- NA

Exhibits:

- Jim Stewarts buildings are currently set up on the big table in the office. He built them based on his memory and driving around Meeker County.
- Hildred exhibit remains on 4th floor
- Kermit Swanson exhibit is on 2nd floor – Items from the Fagen Museum in Granite Falls
- “What’s in a name – Dassel” is currently on 2nd floor
- Magnus Johnson and Peterson Pharmacy continue

Future Exhibits (2025):

- Lydia Henry – exhibit on manhole covers and program. Looking at 2025 for scheduling.
- Printing exhibit
- Readers Theatre of Our Town. A license was applied for and approved. Looking at scheduling on Aug 31st over RR weekend. Could also partner with “What’s in a Name -Dassel.
- Local Business – Hatchery (being worked on).
- “What is it” exhibit (working with Education committee)
- Dakota Uprising tour
- Celebrating the beginning of DAHS and our valued volunteers – This may be a section in the newsletter. Mechele suggested a special event inviting the past and present volunteers.
- Old Christmas decorations

MISC Of Interest –

- Cole O’Brien is interested in a QR Code program for historical sites in Dassel
- Education committee: “Super Sleuths” –
 - About 90 minutes, hands on, three stations.
 - Identify people in the museum such as Louise Guhl, Magnus Johnson
 - Elaine Nordlie – 8 or 9 artifacts people can identify
 - Mechele – a picture says 1,000 words
 - Will rent and be wearing costumes

Ongoing Scheduled activities –

- Mondays 10am – 3pm Playing Mahjong
- Tuesdays - 1:00 Card club
 - On the Last Tuesday of the month there is music and line dancing (all are welcome).
- Wednesdays 1 – 4pm Senior Citizens, games and coffee
- Thursdays – 9am and 6pm Country Western Line Dancing
 - Fellowship gathering in the afternoon; discussions about local area history

Motion made for approval of Directors Report made by Galen, seconded by Paul. Motion carried.

City News - NA

FungusAmongus: presented by Jon

- Spring - Finishing School performances have concluded, company is getting ready for the regional competition in Duluth.

Old Business:

- Several questions regarding the little theatre room were not addressed, was explained that the project hadn’t reached the stage where they could be addressed.
NOTE: Will carry this forward to the March agenda

New Business:

- NA

Meeting adjourned at 11:12 with a motion from Jon, second by Mary. Motion carried.

Next Meeting – Tuesday, March 25th, at 10am

Dassel, MN

Special City Council Meeting

Minutes

Tuesday, April 15, 2025 at 6:00 pm

1. Call to Order

Minutes:

Meeting called to order by Mayor Lalone at 6:07 pm.

a. Roll Call

Council members Gaertner, Landrus, Suchy, Thurn & Mayor Lalone

Minutes:

Council members present Gaertner, Landrus, Suchy, Thurn & Mayor Lalone

Other present: Beth Cronk, Sherri Newman, Elisabeth Schmeig, Jena Levandowski, Amy Wilde, Bob Wilde, and Al Suchy.

2. Business Items

a. 2024 Library Construction Grant Opportunity

Minutes:

Administrator Eckerly started the meeting with a walk through of the building so that everyone had an understanding of what the current layout looks like for reference. Engineer Lease explained the grant process and what steps need to be taken to either accept the grant or turn it down, paperwork needs to be turned back in to the State by May 19, 2025. Items discussed included: Who is fiscally responsible and how the grant process works, what the needs are of the library for space. Council discussed other options that may be suitable locations for the library. Engineer Lease will check to see if the plans can be altered or if the grant can be moved to another government building owned by the City. Council discussed the space at 800 Parker Ave. W. which is currently being rented by Proworks, and the lease to see if this location is an option.

3. Adjourn

Minutes:

Motion by Suchy, seconded by Gaertner to adjourn the meeting at 7:55 pm. Motion carried.

Building Plan Review

Comprehensive. Accurate. Guaranteed.



Why Choose SAFEbuilt



Guaranteed Turnarounds

Get guaranteed plan review turnarounds that are coordinated with your permit application process.



Flexibility of Resources

Contracts designed for your needs – full time, supplemental, and on-call staff – ensure you have the resources needed.



Eliminate Backlogs

We implement process improvements to shorten turnarounds, coupled with right-sized staffing to keep up with workload.



Improved Customer Service

Clear, responsive communication combined with building software tools so you and your clients know the status of projects at all times.

Better Reviews

We combine quality reviews with quality service to improve the plan review process. SAFEbuilt provides you with a personalized approach to building services with transparent communication, education, expectations and plans consultation to streamline your approval process.



ICC / State Certified Plan Reviewers



Licensed Engineers



Cross-Disciplined & Specialty Trades



Access to a National Network of Plan Reviewers



5 Day Residential and 10 Day Commercial, plus Same day and Expedited Turnarounds

Our Services:

Commercial & Residential | Education Facilities | Electronic Plan Review | Fire | MEP | Post-disaster | Site/Civil | Seismic | Structural

Your Benefits

- ✓ Stabilize Budgets
- ✓ Reduce Costs
- ✓ Streamline Processes
- ✓ Strengthen Building Standards

Building Inspections

Complete. Compliant. Thorough.



Why Choose SAFEbuilt



Inspections Guarantee

We guarantee inspections that are thorough and compliant with local codes and approved project plans.



Staffing Resources

Inspections staff tailored to your development needs including cross-trained and specialty inspectors.



Ensure Building Safety

Building safe and compliant structures is a top priority. We utilize proprietary Quality Assurance tools and checklists; as well as stay on top of industry trends.



Responsive Customer Service

Our inspectors are responsive to your community development needs. From real-time client scheduling and notifications to monthly performance metrics.

Transforming Inspections

We go beyond a checklist of building compliance and approved plans; we provide our clients with a team of certified expert inspectors, automated routing technology and a proven, methodical inspections playbook that guide our inspectors, builders, and owners through the process.



ICC / State Certified Inspectors



Licensed Engineers



Cross-disciplined & specialty trades



Same day, next day, after-hour, weekends



Re-inspections and disaster inspections

Your Benefits

- ✓ Strengthen Development
- ✓ Reduce Costs
- ✓ Stabilize Budgets

Our Services

Accessibility | Construction Engineering | Commercial & Residential | Fire | HUD | MEP | New Construction | Post-Disaster | Roof | Structural | Site/Civil

Building Department Management

Streamlined. Effective. Transparent.



Why Choose SAFEbuilt



Streamlined Processes

We conduct a thorough audit of all department operations to align people with processes to streamline operations.



Transparent Communication

Online Building Services software provides real-time project updates for both plan review and inspections.



Performance Goals

We identify and set realistic goals and metrics to ensure continued operational baselines and improvements.



Credentialed Staffing

Offering certified and experienced building officials, inspectors, permit technicians, plan reviewers

Full-Service Solution

Our Building Department Management Team are subject matter experts, building officials, plan reviewers, inspectors, business managers, problem solvers, and customer relationship managers. We understand building department operations and develop operational and staffing solutions that best fits your community.



ICC / State Certified Building Staff



Cross-Disciplined & Specialty Trades



Licensed Engineers



Service-level Guarantees

Your Benefits

✓ Stabilize Operations

✓ Improve Processes

✓ Reduce Costs

Services:

Building Officials | Electronic Plan Review | Inspection Services | Plan Review | Permit Technicians

Electronic Plan Review

Simple. Efficient. Reliable



Why Choose SAFEbuilt



Simple Implementation

We guide you through the transition process; providing the software, processes, and resources needed.



National Network of Staff

Access to a national network of SAFEbuilt certified staff ensures you have the staff needed for any job.



Increase Transparency

Real-time access to dashboards on plan submittals, permit activity, staff assignments and allocations.



Faster Turnarounds

Access to a national network allows for quicker plan reviews with concurrent reviews by multi-disciplined staff.

Plan Reviews Simplified

We provide both the software, processes, and procedures for you to make the switch from paper to electronic plan review. The result is a process that is more streamlined, efficient and transparent – offering you and project owners' real-time visibility into the plans review process.

Your Benefits

- ✓ Increased Customer Service
- ✓ Reduced Cost
- ✓ Stabilized Budget



National network of ICC / State Certified Plan Reviewers



Cross-Disciplined & Specialty Trades



Concurrent Reviews



Online Submission and Real-time Status Checks



Reduced paper, storage, and courier costs

Our Services:

Commercial & Residential | Education Facilities | Electronic Plan Review | Fire | MEP | Post-disaster | Site/Civil | Seismic | Structural

Building Code Compliance

Effective. Considerate. Proactive.



Why Choose SAFEbuilt



Safer Communities

Our code experts enforce compliance of your established and adopted codes to keep residents and owners safe.



Tech-Enable Efficiency

Our officers are equipped with proprietary software tools to track complaints and document inspections in real time.



Reduce Blight

Proactive approach to compliance ensures vacant and occupied properties are maintained and free of clutter.



Expert Witness

Serve as expert witness when notices go beyond compliance providing evidence, documentation, and corrective action.

Enhancing Community Development

Our Code Compliance Program improves property values, provides safer communities and enhances the presentation of a community to visitors and business prospects. Our team is proactive in addressing code compliance issues and uses education, two-way dialogue, and collaboration to achieve your vision.

Your Benefits

- ✓ Increased Efficiencies
- ✓ Reduced Non-Compliance
- ✓ Increase Community Value



Certified Code Officers



Cross-Disciplined & Specialty Trades



Online Tracking Tools and Real-Time Reporting



Reduce Paperwork. Increase Time in Field



Increased Property Values

Our Services:

Land Use Inspections | Property Maintenance Inspection | Rental Housing | Special Magistrate

SAFEbuilt[✓] Code Compliance

Our Code Compliance Program is consistent and customizable, making each community we partner with a better and safer place to live, play and work. Our team of officers are experts in simple and complex code issues covering building, accessibility, electrical, mechanical, plumbing, energy, and sprinkler codes and standards. Gaining compliance with local citizens, property owners, and businesses through public information, education, outreach, effective communication skills, diplomatic negotiating, reasonable interpretation, and when necessary, formal enforcement and prosecution, are all key elements of successful code compliance operations.

Benefits of a Code Enforcement Program:

- Increased Property Values
- Increased Community Safety
- Enhanced Presentation to Visitors and Business

Code Compliance Services:

- Prospects Land Use Inspections
- Property Maintenance Inspection
- Rental Housing Inspections
- Special Magistrate Services



Improved Efficiencies

Using efficient proprietary community development scheduling software, we are able to significantly improve the quality of services delivered without increasing staffing levels. Using these efficiencies, we refocus our officers time spent on administrative functions, allowing them to spend 90% of their time in the field.



Tech-Enabled Automation

SAFEbuilt's proprietary community development software, CommunityCore, allows our officers to be more efficient in the field. Building Code Officers can open and close cases, update reports, document findings, coordinate resolutions, and generate hearing schedules all in real time at the click of a button from anywhere in the field.



Improved Customer Service

Expertise and quality customer service are what make SAFEbuilt stand out from the crowd. Too often communities experience poor customer satisfaction caused by case delays, slow response time to claims, and lack of follow up with customers. Because of this, we take a customer service-centric approach, establishing expectations in advance and educating the community on your goals.



Expert Witness

We make every effort to resolve all code compliance cases during the first inspection. However, when notices of violation go beyond compliance, we serve as the expert witness in your courts and provide documentation, evidence, and corrective action plans and, if necessary, we can recommend fines.



Tired of Bottlenecks Making Your Job Harder?

Clean Up What's Bogging Down Your Building Department

Community**Core** Solutions make your job easier and your staff happier by streamlining your department processes with a simple software solution. You can reduce wasted time and paper, cut costs, and give your citizens a better experience.

Our automated solutions are simple enough to win over your most stubborn inspector yet fully capable of accurately managing, organizing, displaying, and communicating your critical data. And, this information is at your fingertips with or without an internet connection thanks to Inspector**Connect**, the mobile app that changes the game for you and your staff in the field.

"Thanks to Meritage Systems
the Town of Severance is
able to process permits in
a timely manner during
our massive housing boom."

—Severance, CO

Why CommunityCore Solutions?

From the ability to upload plan reviews to sharing information exactly when and where it's needed, whether that's with your field inspector or the Finance office, CommunityCore Solutions open a whole new world of efficiency for your permitting and inspection processes.

Communicate Better

Our mobile app for iOS helps you get the job done and makes citizens raving fans of working with your department.

Make Decisions Faster

Find the status of any project and create the right report to share with the right people, helping your department make more informed decisions faster.



CommunityCore Solutions

Automated tools for your office and mobile devices that simplify and streamline your daily building department functions.



Mobile app for completing and communicating your building department inspections.



Software for performing and tracking permit and inspection tasks with ease.



CITY OF DASSEL

Position Title:	Seasonal Maintenance Worker	Approved:
Reports To:	Public Works Director	Department: Public Works
Job Status:	Seasonal	FLSA Status: Non-Exempt

Position Purpose:

To perform semi-skilled maintenance tasks associated with care and upkeep of city owned properties and trails.

Essential Job Functions:

The essential job functions listed below are intended to describe the various types of work that may be performed. The omission of other duties not listed does not exclude them if the work is similar, related or a logical assignment to the position.

- Completes tasks associated with the maintenance and care of city owned properties including but not limited to: mowing, string trimming, trimming trees/shrubs, debris pick-up and controlling weeds.
- Maintains city owned properties including but not limited to; City Hall, spray fields, sewer ponds and city parks.
- Performs landscape maintenance on paved and unpaved trails.
- Operates a variety of equipment and power tools including but not limited to: backpack blower, debris blower, string trimmer, commercial mower, push mower, 4-wheeler with sprayer and a wide variety of hand tools.
- Performs other work as required.

Base Knowledge, Skills & Abilities:

- Ability to understand and carry out both oral and written instructions.
- Ability to deal with the public in a courteous manner.
- Knowledge of landscape maintenance.
- The ability to lift, carry and drag objects weighing up to 80 pounds as needed and manually excavating dirt, gravel, and field aggregate when necessary.
- Ability to safely operate equipment including but not limited to; commercial lawn mower, push mower, string trimmer, blowers, ATV, air compressor and pressure washer.
- Ability to communicate effectively with the public and City staff.
- Ability to effectively work in a variety of conditions which include; inclement weather, dust, pollen, loud noise, vibration or in areas where insects are present.
- Ability to work around equipment and moving mechanical parts in a safe manner.

Minimum Qualifications:

- Possess and maintain a Minnesota Class D driver's license.
- High school diploma, MN accredited GED, or currently enrolled as a student.
- Ability to successfully pass a background check

Desired Training and Experience:

- Two or more years' experience working with a commercial lawn mower and string trimmer.
- Working knowledge of turf management.

This job description is intended to describe the general nature and level of work being performed by the person assigned to this position but does not state nor imply that the above are the only duties and responsibilities assigned to this position. All requirements and duties listed are subject to change at any time.

NON-DISCRIMINATION POLICY:

The City of Dassel is an equal employment opportunity employer and will not discriminate against any applicant or employee on the basis of any protected status under federal, state, or local law, including race, color, religion, creed, age, sex, national origin, ancestry, marital status, familial status, pregnancy, disability, sexual orientation, genetic information, complaining in good faith to the employer or to a public authority, status with regard to public assistance, membership or non-membership in a labor organization, military, National Guard or reserve service, or any other characteristic or activity protected under federal, state or local law.

DRAFT

FLATOUT TIRE SERVICE LLC

15020 70 TH ST SW
COKATO, MN 55321

Estimate

Date	Estimate #
4/10/2025	105

Name / Address
DASSEL FIRE DEPT. PO BOX 59 DASSEL, MN 55325

Project

Item	Description	Qty	Rate	Total
TIRE	LT265/70/17 FIRESTONE WINTER FORCE LT	4	194.67	778.68
WHEEL WEIGHTS	WHEEL WEIGHTS	4	1.00	4.00
TIRE DISPOSAL	TIRE/TUBE- DISPOSAL		0.00	0.00
MT/BAL	MOUNT/BALANCE-----NET STATE		140.00	140.00

Subtotal			\$922.68
Sales Tax (7.375%)			\$0.00
Total			\$922.68

654

FLATOUT TIRE SERVICE LLC

15020 70 TH ST SW
COKATO, MN 55321

Estimate

Date	Estimate #
4/10/2025	104

Name / Address
DASSEL FIRE DEPT. PO BOX 59 DASSEL, MN 55325

Project

Item	Description	Qty	Rate	Total
TIRE	425/65/22.5 HANKOOK AH32 #300-3520	2	625.93	1,251.86
TIRE	315/80/22.5 HANKOOK AM09+ #300-2789	4	463.72	1,854.88
TIRE DISPOSAL	TIRE/TUBE- DISPOSAL	6	15.00	90.00
SERVICE CALL/...	SERVICE CALL/LABOR-MOUNT 6-TRUCK TIRES-- NET STATE		540.00	540.00

Subtotal		\$3,736.74
Sales Tax (7.375%)		\$0.00
Total		\$3,736.74

553

RESOLUTION ACCEPTING A DONATION TO THE CITY OF DASSEL

WHEREAS, the City of Dassel is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Dassel Fireman's Relief Association	\$30,000.00

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Motion by _____, seconded by _____, the resolution was adopted and unanimously carried, this 21st day of April, 2025.

ATTEST:

Bob Lalone
Mayor

Tracey Bergum
City Clerk/Treasurer

**Directors Report
Dassel History Center
Dassel Area Historical Society**

April 2025

**Programs, Music, Theatre
Scheduled**

It is more than History at the History Center. Programming, music and theatre bring visitors to Dassel and the History Center. It is a partnership between DAHS and City

Ken Kubash – April 12

Meet Your Growers and Producers, April 15, 6:30

Theresa Harmala, Karyn Tomlinson

Well attended. Good program

**Abigail Johnson and Isaac Meza, JaneAnn Settergren – Music April 27, 2:00 pm. Vocal,
Pianist, Harpist.**

Super Sleuth – Education Committee. May 10, morning

Airborn – June 19, 6-9

Jerry Nelson Concert – June 20, 7:00 pm,

Kent Nerburn – speaker, Dassel Library, June 12, 6:00 pm

Book of Mark. Isaacson Olson – Fungus Amongus, June 26-29.

Sue Davies – July 19,

Airborn – Aug. 7, 6-9

Crow River String Band , Aug. 16, 7:00 pm

Red Rooster Program - Aug. 30, 10 am. Galen Johnson

Reading of *Our Town* –?? Aug. 31, 2:00 pm

Also Exhibit “Our Town”

Lydia Henry – Manhole Cover Rubbings – Sept. 19

Exhibits – Temporary

We work to have changing exhibits to bring new information so that visitors will come often.

Scheduled

Level 1

Sue Davies – July 19- Aug 2.

Art exhibit. Program and workshop – July 19 or July 26. 612.501.4434

Level 2

What's in a Name? Dassel, Minnesota 55325. -- Aug. 16-Sept. 14

Karen and Carolyn

Maps

Germany, US, England (Cottage in Barnstable, Davon)

Railroad connection, trains

When were towns named

Cologne Cathedral, brochure

Have you been to Dassel, Germany?

Dassel and Kassel

Photos

Lydia Henry – Manhole Cover Rubbings – Sept.19 -Oct. 19.

909.908.3765

Level 3

Kurt Meyer – Sept. 13 – Oct. 25, level 3. Program

Asian. Wall art and fabric, fans, poetry. Can touch. Install Janice and Joyce.

Liquor Store

	2023	Gross Sales	Cost of Good Sold	Gross Profit	Gross		2022	2021	2020	2019						
					Profit %	Growth %										
Jan	\$	83,519.07	\$	64,019.18	\$	19,499.89	23%	-3%	\$	86,497.18	\$	103,006.56	\$	84,851.41	\$	83,468.67
Feb	\$	88,229.64	\$	67,647.64	\$	20,582.00	23%	-1%	\$	88,822.30	\$	93,595.13	\$	84,679.83	\$	77,335.16
Mar	\$	96,207.42	\$	73,693.66	\$	22,513.76	23%	2%	\$	94,419.40	\$	105,366.78	\$	125,469.96	\$	93,680.21
Apr	\$	101,729.09	\$	78,207.25	\$	23,521.84	23%	0%	\$	101,990.20	\$	111,477.81	\$	135,457.28	\$	95,525.43
May	\$	133,711.11	\$	101,078.89	\$	32,632.22	24%	7%	\$	125,300.13	\$	137,816.79	\$	166,196.43	\$	119,647.00
Jun	\$	146,918.07	\$	110,289.79	\$	36,628.28	25%	3%	\$	143,156.80	\$	142,970.10	\$	152,792.72	\$	124,815.85
Jul	\$	135,529.73	\$	100,798.92	\$	34,730.81	26%	-9%	\$	148,990.37	\$	157,498.35	\$	170,289.30	\$	134,229.90
Aug	\$	121,073.47	\$	90,313.96	\$	30,759.51	25%	0%	\$	121,411.40	\$	126,696.75	\$	146,544.48	\$	133,046.50
Sep	\$	117,082.11	\$	87,687.80	\$	29,394.31	25%	-7%	\$	125,522.69	\$	118,904.19	\$	126,685.79	\$	97,976.90
Oct	\$	98,507.27	\$	74,595.65	\$	23,911.62	24%	-7%	\$	106,315.17	\$	114,317.15	\$	122,201.79	\$	96,634.58
Nov	\$	100,091.46	\$	74,960.92	\$	25,130.54	25%	-4%	\$	104,464.97	\$	105,407.93	\$	117,977.05	\$	97,387.40
Dec	\$	113,228.84	\$	84,781.24	\$	28,447.60	25%	-4%	\$	117,422.03	\$	122,868.03	\$	139,890.73	\$	111,026.33
YTD	\$	1,335,827.28	\$	1,008,074.90	\$	327,752.38	25%	-2%	\$	1,364,312.64	\$	1,439,925.57	\$	1,573,036.77	\$	1,264,773.93

Annual % Growth -6% -8% 24% 5%

Finish 2023 off a little bit gross sales....did improve profit %
 met with accountant on Jan 2 counts went well
 Gearing up for 2024

Please contact me with any question and concerns
 Thank you

Marv Vetsch

Liquor Store

	2024	Gross Sales	Cost of Good Sold	Gross Profit	Gross Profit %	Growth %	2023	2022	2021	2020	2019
Jan	\$	78,902.39	\$ 59,461.70	\$ 19,440.69	25%	-6%	\$ 83,519.07	\$ 86,497.18	\$ 103,006.56	\$ 84,851.41	\$ 83,468.67
Feb	\$	79,114.27	\$ 59,826.00	\$ 19,288.27	24%	-10%	\$ 88,229.64	\$ 88,822.30	\$ 93,595.13	\$ 84,679.83	\$ 77,335.16
Mar	\$	89,400.77	\$ 67,056.74	\$ 22,344.03	25%	-7%	\$ 96,207.42	\$ 94,419.40	\$ 105,366.78	\$ 125,469.96	\$ 93,680.21
Apr	\$	89,932.83	\$ 67,918.26	\$ 22,014.57	24%	-12%	\$ 101,729.09	\$ 101,990.20	\$ 111,477.81	\$ 135,457.28	\$ 95,525.43
May	\$	125,343.99	\$ 93,604.09	\$ 31,739.90	25%	-6%	\$ 133,711.11	\$ 125,300.13	\$ 137,816.79	\$ 166,196.43	\$ 119,647.00
Jun	\$	112,939.87	\$ 84,175.35	\$ 28,764.52	25%	-23%	\$ 146,918.07	\$ 143,156.80	\$ 142,970.10	\$ 152,792.72	\$ 124,815.85
Jul	\$	125,446.41	\$ 92,166.72	\$ 33,279.69	27%	-7%	\$ 135,529.73	\$ 148,990.37	\$ 157,498.35	\$ 170,289.30	\$ 134,229.90
Aug	\$	114,273.28	\$ 83,568.23	\$ 30,705.05	27%	-6%	\$ 121,073.47	\$ 121,411.40	\$ 126,696.75	\$ 146,544.48	\$ 133,046.50
Sep	\$	86,769.92	\$ 63,541.75	\$ 23,228.17	27%	-26%	\$ 117,082.11	\$ 125,522.69	\$ 118,904.19	\$ 126,685.79	\$ 97,976.90
Oct	\$	89,274.25	\$ 65,138.78	\$ 24,135.47	27%	-9%	\$ 98,507.27	\$ 106,315.17	\$ 114,317.15	\$ 122,201.79	\$ 96,634.58
Nov	\$	91,941.22	\$ 66,161.34	\$ 25,779.88	28%	-8%	\$ 100,091.46	\$ 104,464.97	\$ 105,407.93	\$ 117,977.05	\$ 97,387.40
Dec	\$	105,066.39	\$ 76,081.39	\$ 28,985.00	28%	-7%	\$ 113,228.84	\$ 117,422.03	\$ 122,868.03	\$ 139,890.73	\$ 111,026.33
YTD	\$	1,188,405.59	\$ 878,700.35	\$ 309,705.24	26%	86%	\$ 1,335,827.28	\$ 1,364,312.64	\$ 1,439,925.57	\$ 1,573,036.77	\$ 1,264,773.93
Annual % Growth							-2%	-6%	-8%	24%	5%

Inventory will be done on January 2nd
 Taking down holiday displays and getting everything organized again
 Looking forward to a new year

Please reach out with any questions or comments
 Thank you
 Heather Moy

Liquor Store

	Cost of Good		Gross Profit		Growth %	2024		2023		2022		2021	
	2025 Gross Sales	Sold	Gross Profit	%									
Jan	\$ 79,068.15	\$ 57,285.85	\$ 21,782.30	28%	0%	\$ 78,902.39	\$ 83,519.07	\$ 86,497.18	\$ 103,006.56				
Feb	\$ 74,933.06	\$ 53,787.42	\$ 21,145.64	28%	-5%	\$ 79,114.27	\$ 88,229.64	\$ 88,822.30	\$ 93,595.13				
Mar	\$ 83,986.37	\$ 60,276.87	\$ 23,709.50	28%	-6%	\$ 89,400.77	\$ 96,207.42	\$ 94,419.40	\$ 105,366.78				
Apr		\$ -	#DIV/0!	-100%		\$ 89,932.83	\$ 101,729.09	\$ 101,990.20	\$ 111,477.81				
May		\$ -	#DIV/0!	-100%		\$ 125,343.99	\$ 133,711.11	\$ 125,300.13	\$ 137,816.79				
Jun		\$ -	#DIV/0!	-100%		\$ 112,939.87	\$ 146,918.07	\$ 143,156.80	\$ 142,970.10				
Jul		\$ -	#DIV/0!	-100%		\$ 125,446.41	\$ 135,529.73	\$ 148,990.37	\$ 157,498.35				
Aug		\$ -	#DIV/0!	-100%		\$ 114,273.28	\$ 121,073.47	\$ 121,411.40	\$ 126,696.75				
Sep		\$ -	#DIV/0!	-100%		\$ 86,769.92	\$ 117,082.11	\$ 125,522.69	\$ 118,904.19				
Oct		\$ -	#DIV/0!	-100%		\$ 89,274.25	\$ 98,507.27	\$ 106,315.17	\$ 114,317.15				
Nov		\$ -	#DIV/0!	-100%		\$ 91,941.22	\$ 100,091.46	\$ 104,464.97	\$ 105,407.93				
Dec		\$ -	#DIV/0!	-100%		\$ 105,066.39	\$ 113,228.84	\$ 117,422.03	\$ 122,868.03				
YTD	\$ 237,987.58	\$ 171,350.14	\$ 66,637.44	28%	100%	\$ 1,188,405.59	\$ 1,335,827.28	\$ 1,364,312.64	\$ 1,439,925.57				

Annual % Growth

-2%

-6%

-8%

We had a compliance check on March 18 done by the Alcohol and Gambling Enforcement Division which we passed.

On March 27, Jordan and I joined an incident response webinar offered by our cyber security Company SOPHOS

We are doing a Fundraiser for shelter pets for the month of April sponsored by Coors and the MMBA offering discounts for donations

Please contact me with any question and concerns

Thank you

Heather Moy

	2020	2019
\$	84,851.41	\$ 83,468.67
\$	84,679.83	\$ 77,335.16
\$	125,469.96	\$ 93,680.21
\$	135,457.28	\$ 95,525.43
\$	166,196.43	\$ 119,647.00
\$	152,792.72	\$ 124,815.85
\$	170,289.30	\$ 134,229.90
\$	146,544.48	\$ 133,046.50
\$	126,685.79	\$ 97,976.90
\$	122,201.79	\$ 96,634.58
\$	117,977.05	\$ 97,387.40
\$	139,890.73	\$ 111,026.33
<hr/>		
\$	1,573,036.77	\$ 1,264,773.93

24%

5%

ALCOHOL AND GAMBLING ENFORCEMENT
INSPECTION REPORT

License holder ID# DBA

Address City State Zip

Date License Type Agent District County

Contact Person

License Posted (340A.410 s 4)	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Required Sign Posted (340A.410 s4b)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Invoices on Premise (7515.0550)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Storage on Premise (340A.412 s12)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Employee Age 18 & Up (340A.412)	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Purity of Product Checked (340A.508)	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Valid Retail ID Card (7515.0210)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Location posted on Tax List	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Wholesale Credit List	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Valid Insurance	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Gambling at Location	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Type of Gambling	<input type="text" value="MN LOTTERY"/>			
On-Sale/Wine License Seating Capacity	<input type="text" value="N/A"/>		Food License	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Type	<input type="text" value="N/A"/>
Club License/C&D Permit:	Public	<input type="checkbox"/>	Private	<input type="checkbox"/>	Guest Registration	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Controlled Entrance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>					

Other items checked/areas found to be in need of improvement/agent concerns.

Routine inspection of a city issued offsale.

Provided rules and law booklet. And warning poster with instructions to post in public view.

Alcohol purchases through MN licensed wholesalers only.

Keg sales: No.

Deliveries offered: No.

Invoices maintained onsite: Yes

Discussed that exclusive liquor stores man now sell citrus fruit, such as lemons, limes, and oranges, as well as glassware, low potency THC/CBD products and fentanyl test kits

Action Items

Signed for by: Heather Moy
Phone: 320-310-2288
Email: liquor@dassel.com



IMMEDIATE ADMINISTRATIVE ACTION REQUESTED Yes No (Attach Supplemental Report and ICR) Follow up Inspection Required Yes No If a follow up inspection is needed it will be conducted after a period of 30 days to verify correction of areas in need of improvement. Items not corrected may lead to a civil penalty being imposed of a fine up to \$2,000 and or license suspension or revocation.

Agent Signature

Licensee Signature

Total Calls for March 2025

Incident Type Report (Summary) with Zones

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
111 - Building fire	3	8.82%	240,001.00	60,000.00	300,001.00	100.00%
142 - Brush or brush-and-grass mixture fire	1	2.94%				
143 - Grass fire	2	5.88%				
162 - Outside equipment fire	1	2.94%				
Total: 7	Total: 20.59%	Total: 240,001.00	Total: 60,000.00	Total: 300,001.00	Total: 100.00%	
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
3009 - Person Down	1	2.94%				
321 - EMS call, excluding vehicle accident with injury	22	64.71%				
324 - Motor vehicle accident with no injuries.	1	2.94%				
Total: 24	Total: 70.59%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%	
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
424 - Carbon monoxide incident	1	2.94%				
Total: 1	Total: 2.94%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%	
Incident Type Category (FD1.21): 6 - Good Intent Call						
611 - Dispatched and cancelled en route	1	2.94%				
6111 - EMS Dispatched and cancelled en route	1	2.94%				
Total: 2	Total: 5.88%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%	
Total: 34	Total: 100.00%	Total: 240,001.00				

City of Dassel Calls for March 2025

Incident Type Report (Summary) with Zones

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
111 - Building fire	2	9.52%	240,001.00	60,000.00	300,001.00	100.00%
Total: 2 Total: 9.52% Total: 240,001.00 Total: 60,000.00 Total: 300,001.00 Total: 100.00%						
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
321 - EMS call, excluding vehicle accident with injury	16	76.19%				
Total: 16 Total: 76.19% Total: 0.00 Total: 0.00 Total: 0.00 Total: 0.00%						
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
424 - Carbon monoxide incident	1	4.76%				
Total: 1 Total: 4.76% Total: 0.00 Total: 0.00 Total: 0.00 Total: 0.00%						
Incident Type Category (FD1.21): 6 - Good Intent Call						
611 - Dispatched and cancelled en route	1	4.76%				
6111 - EMS Dispatched and cancelled en route	1	4.76%				
Total: 2 Total: 9.52% Total: 0.00 Total: 0.00 Total: 0.00 Total: 0.00%						
Total: 21 Total: 100.00% Total: 240,001.00						

Renee Eckerly

From: Public Works Director
Sent: Tuesday, April 15, 2025 5:23 PM
To: Renee Eckerly
Subject: FW: Dassel-1470003; PFAS-No Detection
Attachments: HC_1470003_Dassel_25B0901.pdf

Hello this is for files and would also like it included on the monthly report please.

From: Ebbers, Olivia (She/Her/Hers) (MDH) <Olivia.Ebbers@state.mn.us>
Sent: Monday, April 14, 2025 4:09 PM
To: Public Works Director <publicworks@dassel.com>
Cc: Rivers, Brian (He/Him/His) (MDH) <Brian.Rivers@state.mn.us>
Subject: Dassel-1470003; PFAS-No Detection

Hello,

Your public water system was recently sampled for Perfluoroalkyl Substances (PFAS) and the results are attached to this email. **No PFAS were detected in the sample.** These results must be kept in your files for a minimum of ten (10) years.

You can check out [How to Interpret Drinking Water Lab Results \(PDF\)](https://www.health.state.mn.us/interpretwater/) (<https://www.health.state.mn.us/interpretwater/>) to learn more about how various words/phrases in the results document are defined, e.g., Reporting Level versus Detection Level.

If you have any questions regarding these results, please contact your MDH District Engineer. You can find your district engineer here:

<https://www.health.state.mn.us/communities/environment/water/docs/comstaffmap.pdf>

Per MDH policy, results are sent to the “sample bottle/correspondence” email address on file with MDH. If these results need to be sent to someone else, it is the responsibility of the sample bottle/correspondence contact to forward them. Thank you for understanding and please forward results as needed.

Any questions please reach out to Brian.Rivers@state.mn.us

Thank you,

Olivia Ebbers

Compliance Officer | Community Public Water Supply Unit

Minnesota Department of Health

VOIP: 651-201-5997 Cell: (651) 728-3024

PWSID: 1470003
System Name: Dassel
City: Dassel

Program Code: HC

Type: B

Date Received: 02/13/25 16:16
Rep. Temp. (°C): 2.5

Collector Name: Holden Minnichsoffer
Collector ID: None

MDH Sample Number: 25B0901-01

Location ID: E01
Sampling Point: TREATMENT PLANT #1

Collect Date: 02/11/25
Collect Time: 09:33
Matrix: Drinking Water

Field Residual Chlorine Result: None
Field Fluoride Result: None
Field pH Result: None
Field PO₄ Result: None

Results were produced by the Minnesota Department of Health, except where noted.

PFAS in Water 533

Analyte	Result	Reporting Limit	Units	Batch	Prepared	Analyzed	Init.	Method	Qualifiers
11CI-PF3OUdS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
4:2FTS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
6:2FTS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
8:2FTS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
9CI-PF3ONS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
ADONA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
HFPO-DA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
NEtFOSAA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
NFDHA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFBA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFBS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFDA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFDoA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFEESA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFHpA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFHpS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFHxA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFHxS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFMBA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFMPA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFNA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFOA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFOS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFPeA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFPeS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	
PFUnA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 16:55	ZWD	EPA 533	

Authorized by:

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Stefan Saravia, Environmental Laboratory Manager
Public Health Laboratory, Minnesota Department of Health

PWSID: 1470003

MDH Sample Number: 25B0901-02

Location ID: None
 Sampling Point: Field Blank

Collect Date: 02/11/25
 Collect Time: 09:33
 Matrix: Drinking Water

Field Residual Chlorine Result: None
 Field Fluoride Result: None
 Field pH Result: None
 Field PO₄ Result: None

Results were produced by the Minnesota Department of Health, except where noted.

PFAS in Water 533

Analyte	Result	Reporting Limit	Units	Batch	Prepared	Analyzed	Init.	Method	Qualifiers
11CI-PF3OUdS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
4:2FTS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
6:2FTS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
8:2FTS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
9CI-PF3ONS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
ADONA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
HFPO-DA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
NEtFOSAA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
NFDHA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFBA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFBS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFDA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFDaA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFEESA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFHpA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFHpS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFHxA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFHxS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFMBA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFMPA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFNA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFOA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFOS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFPeA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFPeS	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	
PFUnA	<	1.8	ng/L	B5B0915	02/25/25 07:27	03/06/25 17:09	ZWD	EPA 533	

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Stefan Saravia, Environmental Laboratory Manager
 Public Health Laboratory, Minnesota Department of Health

PWSID: 1470003

Results were produced by Minnesota Department of Health, except where noted.

Batch B5B0915 - PFAS in Water by 533

Blank (B5B0915-BLK1)

Prepared: 02/25/25 07:27 Analyzed: 03/06/25 13:44

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Init.	Qualifiers
11CI-PF3OUdS	<	1.6	ng/L							ZWD	
4:2FTS	<	1.6	ng/L							ZWD	
6:2FTS	<	1.6	ng/L							ZWD	
8:2FTS	<	1.6	ng/L							ZWD	
9CI-PF3ONS	<	1.6	ng/L							ZWD	
ADONA	<	1.6	ng/L							ZWD	
HFPO-DA	<	1.6	ng/L							ZWD	
NEtFOSAA	<	1.6	ng/L							ZWD	
NFDHA	<	1.6	ng/L							ZWD	
PFBA	<	1.6	ng/L							ZWD	
PFBS	<	1.6	ng/L							ZWD	
PFDA	<	1.6	ng/L							ZWD	
PFDoA	<	1.6	ng/L							ZWD	
PFEESA	<	1.6	ng/L							ZWD	
PFHpA	<	1.6	ng/L							ZWD	
PFHpS	<	1.6	ng/L							ZWD	
PFHxA	<	1.6	ng/L							ZWD	
PFHxS	<	1.6	ng/L							ZWD	
PFMBA	<	1.6	ng/L							ZWD	
PFMPA	<	1.6	ng/L							ZWD	
PFNA	<	1.6	ng/L							ZWD	
PFOA	<	1.6	ng/L							ZWD	
PFOS	<	1.6	ng/L							ZWD	
PFPeA	<	1.6	ng/L							ZWD	
PFPeS	<	1.6	ng/L							ZWD	
PFUnA	<	1.6	ng/L							ZWD	

LCS (B5B0915-BS1)

Prepared: 02/25/25 07:27 Analyzed: 03/06/25 13:31

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Init.	Qualifiers
11CI-PF3OUdS	38	1.6	ng/L	37.76		100	70-130			ZWD	
4:2FTS	40	1.6	ng/L	37.52		106	70-130			ZWD	
6:2FTS	42	1.6	ng/L	38.08		111	70-130			ZWD	
8:2FTS	37	1.6	ng/L	38.4		96	70-130			ZWD	
9CI-PF3ONS	39	1.6	ng/L	37.36		105	70-130			ZWD	
ADONA	40	1.6	ng/L	37.84		105	70-130			ZWD	
HFPO-DA	43	1.6	ng/L	40		107	70-130			ZWD	
NEtFOSAA	40	1.6	ng/L	40		101	70-130			ZWD	

FINAL REPORT

Report ID: 03172025143113

Generated: 3/17/2025 2:30:59PM

Authorized by:

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Stefan Saravia, Environmental Laboratory Manager
Public Health Laboratory, Minnesota Department of Health

PWSID: 1470003

Results were produced by Minnesota Department of Health, except where noted.

Batch B5B0915 - PFAS in Water by 533

LCS (B5B0915-BS1)

Prepared: 02/25/25 07:27 Analyzed: 03/06/25 13:31

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Init.	Qualifiers
NFDHA	43	1.6	ng/L	40		106	70-130			ZWD	
PFBA	44	1.6	ng/L	40		109	70-130			ZWD	
PFBS	39	1.6	ng/L	35.52		111	70-130			ZWD	
PFDA	44	1.6	ng/L	40		109	70-130			ZWD	
PFDoA	42	1.6	ng/L	40		105	70-130			ZWD	
PFEESA	39	1.6	ng/L	35.68		111	70-130			ZWD	
PFHpA	42	1.6	ng/L	40		106	70-130			ZWD	
PFHpS	45	1.6	ng/L	38.16		119	70-130			ZWD	
PFHxA	42	1.6	ng/L	40		106	70-130			ZWD	
PFHxS	40	1.6	ng/L	36.48		109	70-130			ZWD	
PFMBA	43	1.6	ng/L	40		108	70-130			ZWD	
PFMPA	43	1.6	ng/L	40		107	70-130			ZWD	
PFNA	43	1.6	ng/L	40		107	70-130			ZWD	
PFOA	42	1.6	ng/L	40		105	70-130			ZWD	
PFOS	41	1.6	ng/L	37.12		111	70-130			ZWD	
PFPeA	43	1.6	ng/L	40		107	70-130			ZWD	
PFPeS	40	1.6	ng/L	37.6		107	70-130			ZWD	
PFUnA	42	1.6	ng/L	40		104	70-130			ZWD	

Matrix Spike (B5B0915-MS1)

Source: 25B0900-01

Prepared: 02/25/25 07:27 Analyzed: 03/06/25 16:01

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Init.	Qualifiers
11CI-PF3OUdS	16	1.6	ng/L	15.35	<	105	70-130			ZWD	
4:2FTS	15	1.6	ng/L	15.25	<	101	70-130			ZWD	
6:2FTS	18	1.6	ng/L	15.48	<	118	70-130			ZWD	
8:2FTS	17	1.6	ng/L	15.61	<	109	70-130			ZWD	
9CI-PF3ONS	16	1.6	ng/L	15.19	<	105	70-130			ZWD	
ADONA	17	1.6	ng/L	15.38	<	108	70-130			ZWD	
HFPO-DA	18	1.6	ng/L	16.26	<	112	70-130			ZWD	
NEtFOSAA	16	1.6	ng/L	16.26	<	101	70-130			ZWD	
NFDHA	18	1.6	ng/L	16.26	<	109	70-130			ZWD	
PFBA	18	1.6	ng/L	16.26	<	113	70-130			ZWD	
PFBS	16	1.6	ng/L	14.44	<	113	70-130			ZWD	
PFDA	18	1.6	ng/L	16.26	<	113	70-130			ZWD	
PFDoA	18	1.6	ng/L	16.26	<	109	70-130			ZWD	
PFEESA	16	1.6	ng/L	14.51	<	109	70-130			ZWD	
PFHpA	18	1.6	ng/L	16.26	<	109	70-130			ZWD	
PFHpS	18	1.6	ng/L	15.51	<	118	70-130			ZWD	

FINAL REPORT

Report ID: 03172025143113

Generated: 3/17/2025 2:30:59PM

Authorized by:

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Stefan Saravia, Environmental Laboratory Manager
 Public Health Laboratory, Minnesota Department of Health

PWSID: 1470003

Results were produced by Minnesota Department of Health, except where noted.

Batch B5B0915 - PFAS in Water by 533

Matrix Spike (B5B0915-MS1)		Source: 25B0900-01			Prepared: 02/25/25 07:27 Analyzed: 03/06/25 16:01						
Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Init.	Qualifiers
PFHxA	17	1.6	ng/L	16.26	<	106	70-130			ZWD	
PFHxS	16	1.6	ng/L	14.83	<	109	70-130			ZWD	
PFMBA	18	1.6	ng/L	16.26	<	112	70-130			ZWD	
PFMPA	20	1.6	ng/L	16.26	<	121	70-130			ZWD	
PFNA	18	1.6	ng/L	16.26	<	109	70-130			ZWD	
PFOA	17	1.6	ng/L	16.26	<	106	70-130			ZWD	
PFOS	16	1.6	ng/L	15.09	<	106	70-130			ZWD	
PFPeA	18	1.6	ng/L	16.26	<	108	70-130			ZWD	
PFPeS	16	1.6	ng/L	15.29	<	106	70-130			ZWD	
PFUnA	18	1.6	ng/L	16.26	<	108	70-130			ZWD	

Matrix Spike Dup (B5B0915-MSD1)		Source: 25B0900-01			Prepared: 02/25/25 07:27 Analyzed: 03/06/25 16:14						
Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Init.	Qualifiers
11CI-PF3OUdS	16	1.6	ng/L	15.41	<	101	70-130	4	30	ZWD	
4:2FTS	15	1.6	ng/L	15.31	<	99	70-130	1	30	ZWD	
6:2FTS	16	1.6	ng/L	15.54	<	106	70-130	11	30	ZWD	
8:2FTS	16	1.6	ng/L	15.67	<	103	70-130	5	30	ZWD	
9CI-PF3ONS	15	1.6	ng/L	15.24	<	100	70-130	5	30	ZWD	
ADONA	16	1.6	ng/L	15.44	<	104	70-130	4	30	ZWD	
HFPO-DA	17	1.6	ng/L	16.32	<	105	70-130	5	30	ZWD	
NEtFOSAA	17	1.6	ng/L	16.32	<	106	70-130	6	30	ZWD	
NFDHA	17	1.6	ng/L	16.32	<	104	70-130	4	30	ZWD	
PFBA	17	1.6	ng/L	16.32	<	106	70-130	6	30	ZWD	
PFBS	15	1.6	ng/L	14.49	<	106	70-130	6	30	ZWD	
PFDA	17	1.6	ng/L	16.32	<	104	70-130	8	30	ZWD	
PFDoA	17	1.6	ng/L	16.32	<	103	70-130	5	30	ZWD	
PFEESA	16	1.6	ng/L	14.56	<	107	70-130	1	30	ZWD	
PFHpA	17	1.6	ng/L	16.32	<	101	70-130	7	30	ZWD	
PFHpS	17	1.6	ng/L	15.57	<	107	70-130	9	30	ZWD	
PFHxA	17	1.6	ng/L	16.32	<	107	70-130	1	30	ZWD	
PFHxS	15	1.6	ng/L	14.89	<	103	70-130	5	30	ZWD	
PFMBA	18	1.6	ng/L	16.32	<	108	70-130	3	30	ZWD	
PFMPA	18	1.6	ng/L	16.32	<	109	70-130	10	30	ZWD	
PFNA	17	1.6	ng/L	16.32	<	107	70-130	1	30	ZWD	
PFOA	17	1.6	ng/L	16.32	<	102	70-130	3	30	ZWD	
PFOS	16	1.6	ng/L	15.15	<	104	70-130	1	30	ZWD	
PFPeA	17	1.6	ng/L	16.32	<	106	70-130	2	30	ZWD	

FINAL REPORT

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Stefan Saravia, Environmental Laboratory Manager
Public Health Laboratory, Minnesota Department of Health

PWSID: 1470003

Results were produced by Minnesota Department of Health, except where noted.

Batch B5B0915 - PFAS in Water by 533

Analyte	Matrix Spike Dup (B5B0915-MSD1)			Source: 25B0900-01		Prepared: 02/25/25 07:27 Analyzed: 03/06/25 16:14					
	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Init.	Qualifiers
PFPeS	15	1.6	ng/L	15.34	<	100	70-130	6	30	ZWD	
PFUnA	17	1.6	ng/L	16.32	<	104	70-130	4	30	ZWD	

Work Order Comments

Samples were received in proper condition.

Authorized by:

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Stefan Saravia, Environmental Laboratory Manager
Public Health Laboratory, Minnesota Department of Health

Public Works Director Report

Street Department:

- We have begun street sweeping. We will be continuing as needed. We also will be submitting invoices to MNDOT and Meeker County.
- We will begin pot hole patching in next week or two after hydrant flushing and sweeping is finished.
- We hung some of the new banners downtown and on 1st St. We are waiting to do the ones on HWY 12 until the sidewalk project is finished.
- We have been out repairing any damage done to lawns due to plowing snow.
- We did have to plow snow with the heavy snow we got.
- IMS was out repairing the 4 storm sewer catch basins we repair per year.
- Graded the gravel areas around town.

Water Dept.

- We have been out hydrant flushing. This will continue next week until finished.
- I have included results from our Pfas sampling for water from a month ago. The results show that we do NOT have any recordable levels.
- I have attached this year's conservation report. This is a report of the water usage and conservation.
- We have been continuing to sample and test as needed.
- Will be having Flow Measure out in May to do calibrations on our meters. This is a bi-annual requirement by the state.

Sewer Dept.

- We are still waiting on the pump to be received for the irrigator. They said they are ordering it from another supplier and should be here within a couple weeks. I did have them come put a blind flange in place so that we can run without that pump for time being. We will be spraying this week.
- The spray fields are closed and ready for service.
- All sampling and testing has been completed for this year's irrigation season.
- We have begun a treatment process to help with sludge build up in the ponds.
- We are waiting on date for Team Lab to come out to do a sonar grafting of our ponds. This will give us an idea of the sludge levels in the ponds so that we can work on bringing it down with treatment instead of dredging.
- Will be having Flow Measure out in May to do calibrations on our meters. This is a bi-annual requirement by the state.

Equipment

- We did have to replace the under broom on the sweeper. This is just a regular maintenance item. We actually were able to get a longer run time than estimated by the manufacture.
- Snow equipment is mostly removed, cleaned and put away for the season.
- We have all summer equipment serviced and ready for the season.

Personnel

- I have brought Stan back for 4 days a week while we are revving back up for the year.
- I did receive an application for part time employee. Will be setting up an interview.

Parks

- I have included bids for removal of some trees at Breeds and Railroad Parks. The one at Railroad is half dead and is a risk to the structure. One of them at Breeds is hollowed out and is risk to fence around courts. The other is overhanging the restroom. They will also be trimming some other limbs that are issues.
- We will be leveling and grading Summit Park around playground. We will also be trying to level out at Railroad Park. Will get quotes for hydro seeding for next month.
- Update on Sellards Park bathroom. We have it completed, when we attempted to turn on water the service line has a leak. I have Norbergs lined up to come repair the line.
- We have installed pet waste stations at the parks.
- Water has been turned on at Breeds.

Building/Property

- The service line at the Ballfield has a leak also. I am awaiting an estimate for repair.
- I am also waiting on an estimate to repair the service line for the top city shop.

City of Dassel Summary of Water Conservation Report

Additional Details at www.espwater.org

2025 Report based on 2024 Water Use

Water Conservation Goals	
Unaccounted Water Loss	1.1 %
Residential GPCD	43
Annual % Reduction-Nonresidential	10.91
Trend in total per capita demand	-0.24129
Total Peaking Factor	2.12
Water Accounting	
Total water to Treatment	40,114,100 gallons
Total water to Distribution	39,637,600 gallons
# of Residential connections	
# of Non-Res. connections	
Residential vs. Non-Res. Use	24.3 million gal. vs. 14.9 million gal.
Date of Highest Use	7/13/2024
Water Conservation - Direct	
Water Supply System Infrastructure Efficiency (leaks, meters, etc.)	None listed
Date of last Audit/Percent done	% audit
Direct Conservation Single Family (SF) and Multi-Family (MF) and Commercial, Industrial, Institutional (CII) Efforts	None listed
Reuse or other Customer conservation projects	None listed
Water Conservation Indirect	
Ordinances	<ul style="list-style-type: none"> • Critical/Emergency Water Deficiency Ordinance • Private well ordinance (private wells in a city must comply with water restrictions) • Irrigation restrictions Regulations • Wellhead protection ordinance and zoning
Education and Outreach	<ul style="list-style-type: none"> • Billing inserts or tips printed on the actual bill -- 2 • Consumer Confidence Reports -- 1 • Press releases to traditional local news outlets (e.g., newspapers, radio and TV) -- 1 • Social media distribution (e.g., emails, Facebook, Twitter) -- 1

	<ul style="list-style-type: none"> • Paid advertisements (e.g., billboards, print media, TV, radio, web sites, etc.) -- 1 • Staff training -- 4 • Facility tours -- 2 • Public service announcements -- 1 • Cable TV Programs -- 1 • Website -- 1 • Notices of ordinances -- 1 • Emergency conservation notices -- 1
Collaboration	<ul style="list-style-type: none"> • Collaborated with watershed group(s) • Collaborated with lake association(s) • Collaborated with other high volume water users (commercial, industrial, institutional or agricultural) • Collaborated with MDH on wellhead protection project
Rate structure	<ul style="list-style-type: none"> • Base Rate Zero Gallons • Flat

General Comments and Recommendations for additional conservation efforts:

1. **WATER CONSERVATION GOALS:** Compare your water supply system results to the statewide water conservation goals that are set in the Water Supply Plans:

a. UNACCOUNTED FOR WATER LOSS	<10%
b. RESIDENTIAL GALLONS PER CAPITA DEMAND (GPCD) DAILY	<75
c. ANNUAL % REDUCTION IN NONRESIDENTIAL USE	>1.5%
d. TREND IN TOTAL PER CAPITA DEMAND	>=1.0
e. TOTAL PEAKING FACTOR	<2.6

Each water supplier should try to achieve the statewide water conservation goals by the time their next Water Supply Plan is due (2026-2028).

2. **WATER LOSS:** For most water suppliers, working on reducing water loss should be your top conservation objective. Cities should first make their own water supply system as efficient as possible. In addition to leaks, water can be “lost” through unauthorized consumption (theft), administrative errors, data handling errors, and metering inaccuracies or failure.
3. **LEAK REPAIR:** Budgeting for and keeping on top of aging pipes and infrastructure will be important in the coming years to reduce water loss. Also check fire hydrants frequently, many cities are finding these to be part of their water loss problem.
4. **METERS:** A water meter program should include selection, installation, testing and maintenance. Over time meters lose accuracy and inaccurate meters contribute to loss of revenue. Accurate meters are also key to getting a handle on water loss. Focus first on large meter installations.
5. **AUDIT:** Water audits are the first step for controlling water loss. AWWA offers free [Water Audit Software](#). The second step is intervention and implementing solutions, and the third step is evaluation and further improvements if needed. Metering and better water accounting are key to improving the city’s water loss percentage.
6. **PEAK WATER DAY:** Generally this number indicates if the city has high summer water use. Conservation education should focus on improving landscape irrigation efficiency on public and private property. The [UMN Turfgrass Science](#) website has excellent irrigation resources. If your peak water day was for hydrant flushing, you might evaluate if this amount could be reduced without sacrificing best practices. Some cities are significantly cutting back with hydrant flushing and not impacting water quality.
7. **RESIDENTIAL & NON-RESIDENTIAL:** Compare the volume of Residential and non-residential water user. Is one significantly more than the other or are they quite close in water use? Focusing on your big water use accounts with education programs or conservation partnerships may make sense.
8. **NON-RESIDENTIAL EDUCATION AND OUTREACH IDEAS:**
 - a. Non-residential use is always an opportunity for water conservation – economically Commercial, Industrial and Institutional users *want* to be as efficient as possible. The city should look at the 2-3 largest non-residential water users and meet with them to see if there are things they can do to conserve water.
 - b. Cities often work with the CII categories that are easiest to implement: government/municipal buildings and facilities; large landscape areas; schools and/or colleges; office buildings; restaurants. Research shows that the degree of success for water conservation are: 1. Schools/colleges, 2. Commercial and apartments, 3. Large

landscape areas, 4. Lodging, 5. Public pools/water parks. Target your efforts here for optimal success.

- c. If any of the CII facilities have outdoor lawn irrigation this is an easy and quick way to reduce water use by installing smart meters, doing an irrigation audit to look for leaks and broken heads, or simply turning off the irrigation controllers and only turning them on when there has been a lack of rainfall.

9. RESIDENTIAL EDUCATION AND OUTREACH IDEAS:

- a. The city may want to offer free toilet leak detection tablets to customers since this is the most common leak and easy to fix. Contact the MN DNR Information Center for a free supply of toilet leak detection info cards and dye tablets.
- b. You may want to try promoting this home water conservation app that only takes a few minutes and is fun and informative <http://nrwa.aqkwa.com> (try it yourself!). In addition to adults, you can work with the schools, kids may influence their parents to conserve water.
- c. Other new water campaigns the city may want to participate in include: the US EPA WaterSense Program. Membership is free and allows you access to great resources. Also *Value of Water*- US Water Alliance has a Value of Water Campaign <http://uswateralliance.org/initiatives/value-of-water> with a toolkit that has PDFs of ads, billboards, bill stuffers, bus shelter ads, banners, and social media. The focus is positive, emphasizing that water is essential.

10. ORDINANCES: City Councils may want to strengthen their water conservation ordinances. League of MN Cities is a great source for sample ordinances.

11. RATE STRUCTURE: Cities should regularly evaluate the water rate structure. MN Rural Water Association provides this service (free for a quick review; small fee for a full bookkeeping audit).

12. FUTURE WEATHER: Northern cities are already experiencing changing seasons and weather patterns. Some of these will impact water supply and demand. Climate science tells us three key trends will likely continue through mid-century:

1. Extreme rainfall is happening more often.
2. Minnesota's climate is becoming warmer and wetter.
3. Winter is warming 13 times faster than summer and there are fewer days of extreme cold.

These changes will likely impact public water supplies in several ways:

- a. Rivers & Streams: Rivers will see altered high and low flows and an increase in contamination due to flooding. Whatever the historic flood level has been in the past, anticipate it to be higher. Are water treatment facilities, water towers, and pumps flood proof/resilient? Are there industries upstream that may contaminate drinking water supplies during a flood? Are communications in place to notify the city of possible contamination and emergency flood preparations in place? If the city is not a member of MnWARN they may want to consider this voluntary option. Warmer winters may mean more ice, which often requires more salt treatment. Chloride contamination is becoming a concern in many areas of the state and may require additional water treatment.
- b. Lakes: Longer thermal stratification on lakes means that seasonal mixing may be eliminated in shallow water, resulting in fish kills. This may not affect the city directly. Thin ice may pose safety hazards to citizens and staff.

- c. Possible City Infrastructure Impact: direct damage from heavy rain, increased mold/moisture damage, safety and accessibility on ice or trails, damage to culverts and bridges.
- d. Invasive species have new advantages. Are zebra mussels a threat at your water or wastewater treatment facilities? If not, they may be in the future. Forest insect pests may migrate further north killing vast forested areas and increasing fire hazards.
- e. Warmer winter temperatures: The good news is this may mean fewer frozen water lines.
- f. Forests: Boreal species will face increasing hydrothermal stress. The heat stress is more than trees can tolerate and forest communities will change across the landscape and higher temperatures means more drying of vegetation. If geographically appropriate, is the water system prepared for a possible increase in forest fires?

Kohls Tree Service, Inc.
20037 County Road 7
Hutchinson, MN 55350
Email: Kohlsinc@outlook.com
Phone: 320-583-6410

March, 3rd, 2025

City of Dassel

• .\O H O R \

211 3rd St. N

P.O. Box 391

Dassel, MN 55325

publicworks@dassel.com

RE: Quote for Tree Trimming and Removal at various Parks in town

Breeds Park:

Several Trees to be trimmed as needed (est to be 16 Hours @ \$250/hr) approx \$4,000

Basswood SE of of Park Shelter to be removed - \$750 Tree & \$75 Stump

Basswood SE Corner of Park to be removed - \$1000 Tree & \$50 Stump

2 Basswoods South of Tennis Court to be Removed - \$2000 Trees & \$150 Stumps

Bandstand Park:

Maple Tree South of Gazebo to be removed - \$1500 Tree & \$600 Stump

Trim 2nd Maple - \$500

*Prices include Hauling away Logs & Debris

Questions regarding our services and or scheduling may be directed to Hunter @ 320-434-0818

Thank you,
Lonnie Kohls
Kohls Tree Service, Inc.

Wimmer Specialties LLC

Owner: Brian Wimmer
63552 260th St
Litchfield, MN 55355

Estimate

Date	Estimate #
4/8/2025	18

Name / Address
City of Dassel Attn: Kyle Moy 211 3rd St N Dassel, MN 55325

Project

Description	Qty	Cost	Total
Tree & Stump removal and Tree trimming - Atlantic Ave West Park		2,200.00	2,200.00
Multiple Tree & Stump removal - William Ave East Park		7,000.00	7,000.00
If you accept the estimate I will need a completed ST-3 form MN State Sales Tax		6.875%	0.00
		Total	\$9,200.00

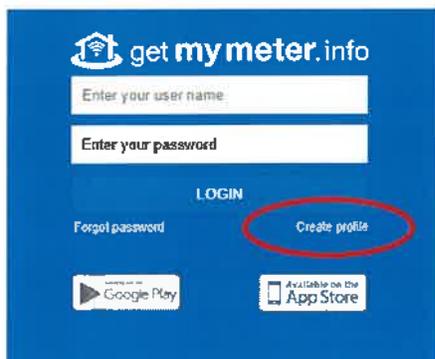
Customer Signature _____

Get My Meter Info

Access your water usage information and configure notification preferences easily and securely from the *Get My Meter Info* web portal and integrated smart phone apps.

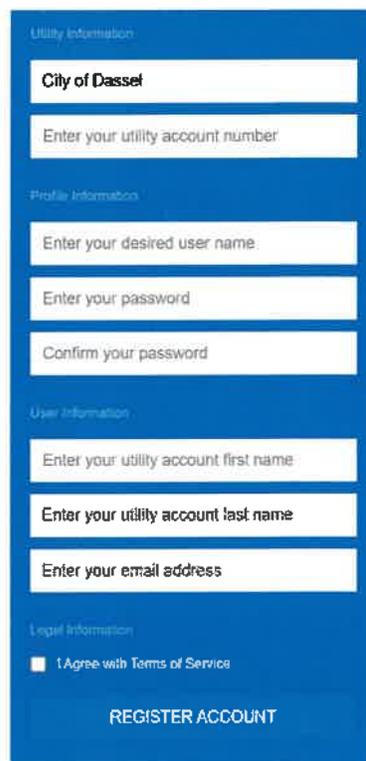
Registering your account on the web portal

The portal system is accessed by logging into your *Get My Meter Info* portal account. Using your web browser, navigate to <https://getmymeter.info> and register your account. During the registration process, you will be required to enter some information found on your utility billing statement, including your account number and the name associated with your account.



To establish an account please enter “City of Dassel” as the Utility Name and enter your Utility Account Number exactly as it appears on your invoice.

Enter your selected user name, password, First and Last names and your email address. Be sure to check the box to agree with the terms of service and click “Register Account.” You will receive a confirmation email; click the link in the email to activate your account.

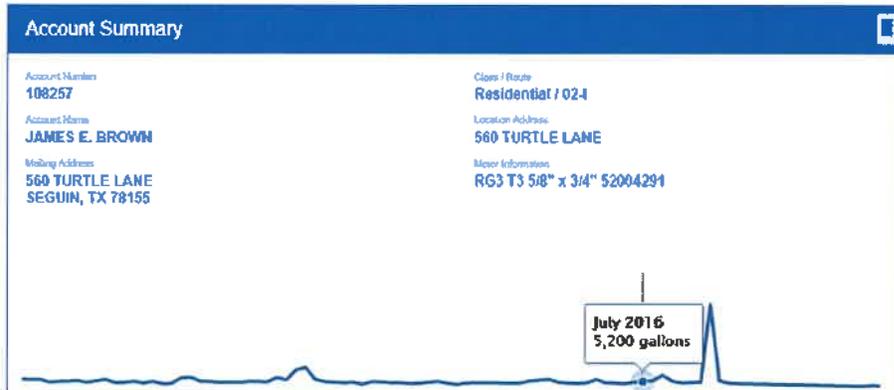


Accessing the Portal

After registering and responding to the confirmation email, log in to your account and view the following portal information:

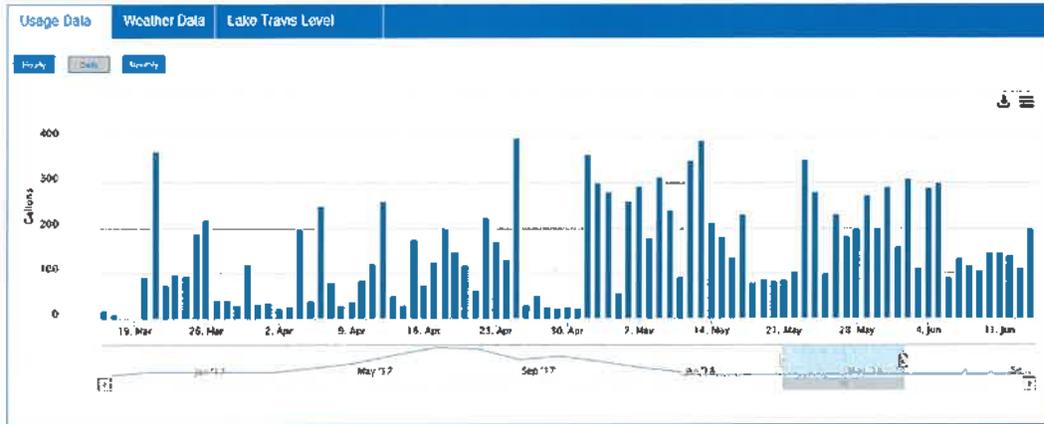
Account Summary

The Account Summary widget shows you information about your account, location and meter along with a graph depicting your monthly water usage history.



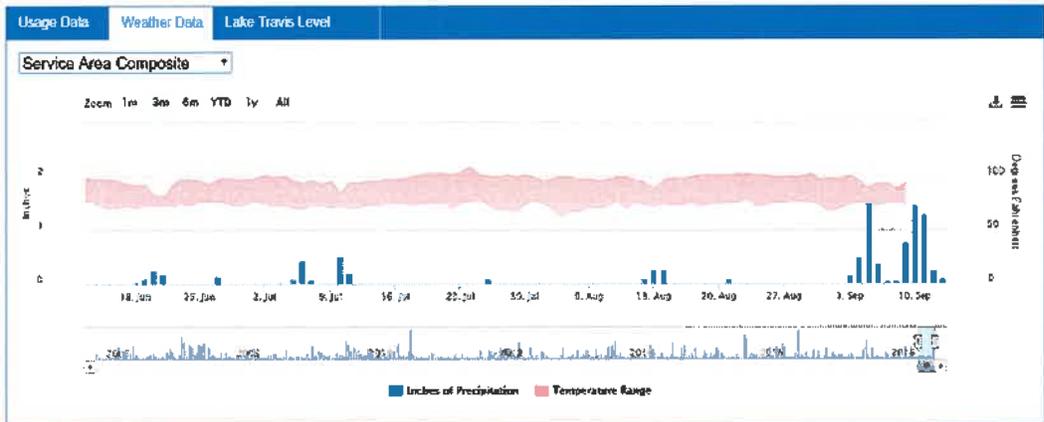
Usage Data

The Usage Data section shows your water consumption; float your mouse over a bar in the chart to view details for that period. Click the “Hourly”, “Daily” and “Monthly” buttons to change the data view. Click the download buttons to retrieve the chart in popular computer graphics formats or the underlying data in Excel format.



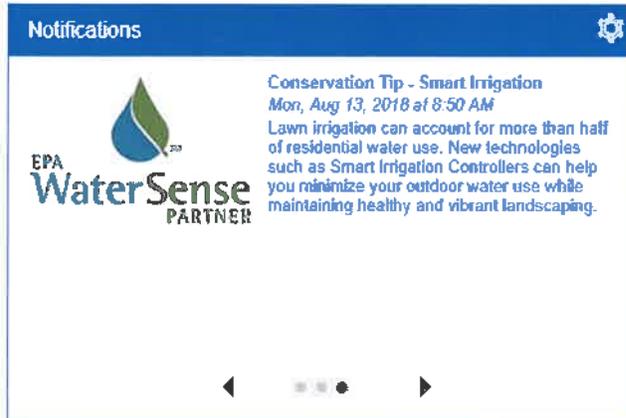
Weather Data

The Weather Data section shows temperature range and precipitation data from weather stations in and around the City of Dassel service area. Click the download buttons to retrieve the chart in popular computer graphics formats or the underlying data in Excel format.



Notification History

The Notifications section shows you recent notifications including conservation tips, service notices and other communications from City of Dassel. These are the same messages that you have received via email, text or phone depending upon your notification configuration settings. Click the “gear” icon in the upper right corner to access your notification configuration preferences.



Configure Notification Preferences

You can configure where you want to receive notification and which notices you prefer.

Notification Settings

Contact Information

Enter your email address

Enter your phone number

Phone Call Window

Begin: 7:00 AM

End: 8:00 PM

Text / Email Window

Begin: 9:00 AM

End: 6:00 PM

Meter Data Event	Email	Phone	Snooze Days	Parameters
High Flow Alert	<input checked="" type="checkbox"/>	<input type="checkbox"/> Call <input checked="" type="checkbox"/> Text	30	
Customer Leak Alert	<input checked="" type="checkbox"/>	<input type="checkbox"/> Call <input checked="" type="checkbox"/> Text	30	
Continuous Flow Alert	<input type="checkbox"/>	<input type="checkbox"/> Call <input type="checkbox"/> Text	30	Flow exceeds 4 GPH for 24 Hours
Restriction Violation Alert	<input checked="" type="checkbox"/>	<input type="checkbox"/> Call <input checked="" type="checkbox"/> Text	30	
Abnormal Usage Alert	<input checked="" type="checkbox"/>	<input type="checkbox"/> Call <input checked="" type="checkbox"/> Text	30	
Usage Trend Alert	<input type="checkbox"/>	<input type="checkbox"/> Call <input type="checkbox"/> Text	30	Trending to exceed 15,000 monthly gallons
Away From Home Alert	<input type="checkbox"/>	<input type="checkbox"/> Call <input type="checkbox"/> Text	30	Usage exceeds 0 gallon(s)

OK Cancel

- Enter your email address and phone number for receiving notifications via SMS or automated phone calls.
- Enter the time window during which you want to receive phone messages and the window during which you want to receive messages via SMS or email. To receive messages 24 hours a day, set both to the same value.
- For each notification type, check the "Email", "Call" and/or "Text" boxes to specify which type of message you want to receive for each alert.
- "Snooze Days" specifies how many days will pass between messages of the same type.
- Some alert types require additional parameter values.
- Float your mouse pointer over the "info" icon for a detailed description of each alert type.

Mobile App

You can also access your portal information using the app on your iPhone or Android phone. Visit the appropriate store and download the app:



Link the App to Your Account

Your mobile app must be linked to your portal account; this allows you to view your information using the mobile app without logging in. First access your account via the web portal and click the mobile device icon to initiate the pairing process:



Scan the QR Code from the web portal application using the mobile app

Linked Mobile Devices

Load the mobile app from the Apple iTunes or Google Play stores, then open the app and scan the QR Code to link your mobile device with your account.

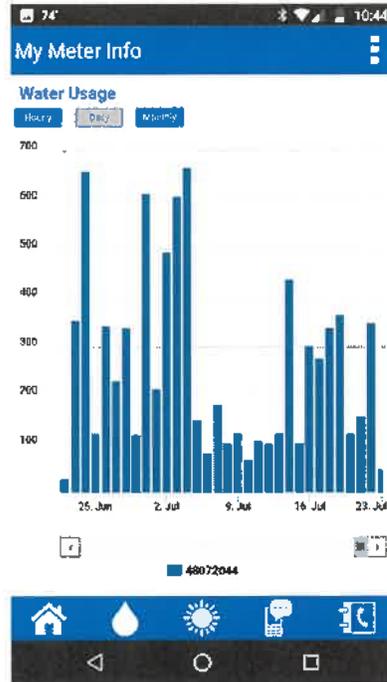
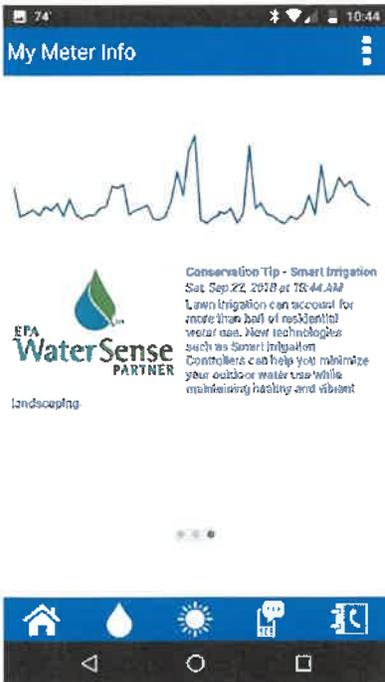


Linked Devices

Close



Now you can view your account information and meter data on your mobile device



City Administrator

Monthly Report

Upcoming Events:

1. DAHS meeting, Tues. April 22, 2025, 10:00 a.m. History Center
2. Meeker Co Government Center Open House, Tues. April 22, 2025, 4:30 pm – 6:30 pm, 114 North Holcombe Avenue, Litchfield.
3. Red Rooster Committee meeting, Tues. May 6, 2025, 6:00 p.m. City Hall
4. Department Head meeting, Tues, May 13, 2025, 7:00 am at City Hall
5. City Wide Clean Up Day, Sat. May 17, 2025, 8:00 am to noon at 455 6th St N
6. City Council Meeting, Monday, May 19, 2025, at 6:00 p.m. City Hall
7. MNDOT Open House – Hwy 12 Construction, Tues. May 20, 2025, at 3:00 pm-5:30 pm, City Hall
8. Holiday – Memorial Day, Mon. May 26, 2025 City Hall will be closed.
9. DAHS meeting, Tues. May 27, 2025, 10:00 a.m. History Center

Other Events: **NEED TO BOOK HOTELS ASAP**

1. League of MN Cities – Annual Conference, June 25 – 27, 2025 Duluth
2. Coalition of Greater MN Cities – Summer Conference, July 23 – 25, 2025 Bemidji

Other Items

1. Tracey, Janis & I attended a Social Media webinar regarding the best practices for cities to handle all their social media accounts. The League of MN Cities did a great job.
2. I had a meeting with MN Cities Loss Control Representative. There will be a report issued of items that the city needs to address to reduce the risk of insurance claims.
3. I attended the following meeting: MN Housing grant webinar and meeting, Meeker in Motion, Special City Council meeting, Dassel Business luncheon meeting, Safety Training with Kyle and Tracey, Board of Appeal, CGMC Legislative Update, Special City Council meeting – Library, and Department Head meeting.
4. Administrative staff launch the H2O Analytics application for residents to monitor their own water usage. See attached instructions to setup your account.
5. The annual audit with Sara Oberloh was done on March 24-26, 2025. Sara will be at your May Council meeting to present the 2024 audit.
6. Handle a variety of complaints and inquiries especially regarding snow plowing policy and towing.
7. The new City Official Seal is here and ready for use.
8. I got feedback from Sheriff Cruze on revisions to the city noise ordinance about jake braking. Those revisions will be on your May agenda for review.
9. Food Trucks – The Mexican Grill truck will be in the cities parking lot on Mondays and Tuesday from 11:00 am – 2:00 pm (lunch) and from 4:00 pm – 7:00 pm (dinner). The Squeaky Cow will be in the Industrial Park in front of Cretex Medical on May 6th from 11:00 am – 2:00 pm on the 1st & 3rd Tuesday of the month until Sept.

The School District and the City of Cokato would like to schedule a joint meeting on Wednesday, June 18th at 5:00 p.m. at the school. They would like to check with Council for availability. Do you have any items for the agenda?



Meeker County Sheriff's Office

Brian Cruze, Sheriff ★ Bill Hudson, Chief Deputy

326 North Ramsey Avenue • Litchfield, MN 55355 • Phone 320-693-5400 • Fax 320-693-5424 • www.co.meeker.mn.us

Dassel Monthly Stats - City Council Report

Printed on April 2, 2025

CFS Date/Time	CFS #	Street Name	Deputy	Call/Complaint	Disposition
911 Hang Up Total: 4					
03/05/25 10:11:29	CFS25002808		806RC	911 Hang Up	Clear
03/12/25 23:59:19	CFS25003246		120ND	911 Hang Up	Clear
03/16/25 19:56:59	CFS25003413		128SB	911 Hang Up	Unfounded
03/22/25 14:01:32	CFS25003711		802CD	911 Hang Up	Clear
911 Mis Dial Total: 1					
03/15/25 00:11:11	CFS25003339		805AH	911 Mis Dial	Clear
Alarm Total: 1					
03/23/25 12:50:05	CFS25003760		127DW	Alarm	Clear
Animal - Dog Total: 1					
03/07/25 16:47:53	CFS25002957		125JK	Animal - Dog	Clear
Bus Arm Violation Total: 1					
03/10/25 11:42:44	CFS25003096		128SB	Bus Arm Violation	Report Taken
Carbon Monoxide Alarm Total: 1					
03/28/25 12:37:52	CFS25003974		125JK, DFR1	Carbon Monoxide Alarm	Clear
Civil Total: 3					
03/01/25 17:35:40	CFS25002645		804CK	Civil	Clear
03/24/25 12:05:34	CFS25003803		108ZL	Civil	Civil
03/27/25 09:58:03	CFS25003920		125JK	Civil	Clear
Criminal Damage to Property Total: 2					
03/10/25 06:20:53	CFS25003075		128SB	Criminal Damage to Property	Report Taken
03/18/25 09:24:35	CFS25003494		114RM	Criminal Damage to Property	Report Taken
Disturbance Total: 1					
03/06/25 12:03:59	CFS25002873		109RS	Disturbance	Clear
Domestic Total: 1					
03/13/25 00:09:01	CFS25003247		118JO	Domestic	Arrest
Drug Take Back Total: 1					
03/13/25 14:48:22	CFS25003267		125JK	Drug Take Back	Clear
Emotionally Disturbed Person Total: 1					
03/16/25 10:16:19	CFS25003398		812SH	Emotionally Disturbed Person	Clear

CFS Date/Time	CFS #	Street Name	Deputy	Call/Complaint	Disposition
Escort Total: 2					
03/24/25 19:13:07	CFS25003824		122EA	Escort	Clear
03/29/25 09:16:09	CFS25004004		108ZL	Escort	Assisted
Fire Total: 1					
03/12/25 14:47:14	CFS25003223		MAYO1, 125JK, DFR1, COKFR	Fire	Report Taken
Found Property Total: 1					
03/03/25 11:31:01	CFS25002732		817AB	Found Property	Assisted
Harassment Total: 1					
03/21/25 12:18:03	CFS25003655		128SB	Harassment	Report Taken
Medical Total: 5					
03/11/25 10:27:00	CFS25003139		MAYO1, 128SB, DFR1	Medical	Clear
03/11/25 11:01:51	CFS25003142		DFR1, 128SB, MAYO1	Medical	EMS Transport
03/12/25 09:31:17	CFS25003203		MAYO1, 125JK, DFR1	Medical	EMS Transport
03/12/25 12:43:16	CFS25003214		MAYO1, 125JK, DFR1	Medical	EMS Transport
03/25/25 11:03:01	CFS25003851		MAYO1, 108ZL, DFR1	Medical	EMS Transport
Motorist Assist Total: 1					
03/17/25 19:00:05	CFS25003474		105IC	Motorist Assist	Clear
Parking Total: 3					
03/03/25 15:16:32	CFS25002744		128SB	Parking	Citation Issued
03/07/25 18:13:24	CFS25002964		125JK	Parking	Clear
03/19/25 09:24:31	CFS25003541		108ZL	Parking	No Report Taken
Public Assist Total: 5					
03/08/25 11:30:50	CFS25002993		127DW	Public Assist	Handled By Officer / Deputy
03/11/25 16:18:09	CFS25003159		128SB	Public Assist	Assisted
03/17/25 12:25:18	CFS25003443		125JK	Public Assist	Clear
03/17/25 14:12:19	CFS25003453		125JK	Public Assist	Clear
03/17/25 17:40:34	CFS25003471		128SB	Public Assist	Assisted
Public Works / Utilities Total: 1					
03/01/25 13:06:48	CFS25002632		804CK	Public Works / Utilities	Assisted
Suspicious Activity Total: 1					
03/16/25 00:05:52	CFS25003385		128SB	Suspicious Activity	Clear
Suspicious Person Total: 1					
03/05/25 17:04:22	CFS25002832		125JK	Suspicious Person	Clear

CFS Date/Time	CFS #	Street Name	Deputy	Call/Complaint	Disposition
Suspicious Vehicle Total: 3					
03/08/25 09:21:37	CFS25002990		127DW	Suspicious Vehicle	Handled By Officer / Deputy
03/15/25 14:03:37	CFS25003358		117JI	Suspicious Vehicle	Citation Issued
03/22/25 00:02:10	CFS25003697		125JK	Suspicious Vehicle	Warning

Theft Total: 1

03/12/25 14:36:16	CFS25003221		125JK	Theft	Report Taken
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Traffic Stop Total: 92

03/01/25 16:45:51	CFS25002642	PARKER AV E	117JI	Traffic Stop	Citation Issued
03/02/25 15:09:32	CFS25002695	US HWY 12	122EA	Traffic Stop	Warning
03/02/25 19:41:48	CFS25002714	US HWY 12	128SB	Traffic Stop	Warning
03/04/25 17:27:57	CFS25002789	PARKER AV W	125JK	Traffic Stop	Report Taken
03/05/25 14:19:02	CFS25002820	PARKER AV W	125JK	Traffic Stop	Warning
03/05/25 14:25:47	CFS25002821	5 ST N	125JK	Traffic Stop	Clear
03/05/25 16:37:18	CFS25002828	PARKER AV W	125JK	Traffic Stop	Warning
03/05/25 16:47:11	CFS25002830	US HWY 12	125JK	Traffic Stop	Warning
03/05/25 19:11:29	CFS25002837	PARKER AV W	125JK	Traffic Stop	Warning
03/05/25 19:38:44	CFS25002841	PARKER AV W	125JK	Traffic Stop	Warning
03/06/25 21:41:08	CFS25002908	MN HWY 15	128SB	Traffic Stop	Warning
03/07/25 18:37:38	CFS25002966	5 ST N	125JK	Traffic Stop	Warning
03/07/25 20:52:01	CFS25002974	MN HWY 15	125JK	Traffic Stop	Warning
03/07/25 21:09:06	CFS25002976	PARKER AV W	125JK	Traffic Stop	Warning
03/07/25 22:02:56	CFS25002978	PARKER AV W	125JK	Traffic Stop	Warning
03/07/25 22:30:16	CFS25002979	PARKER AV W	125JK	Traffic Stop	Warning
03/07/25 23:57:23	CFS25002981	PARKER AV E	125JK	Traffic Stop	Warning
03/08/25 00:35:10	CFS25002984	PACIFIC AV W	125JK	Traffic Stop	Warning
03/08/25 19:40:35	CFS25003006	PARKER AV W	125JK	Traffic Stop	Warning
03/09/25 13:57:28	CFS25003037	PACIFIC AV W	125JK	Traffic Stop	Warning
03/09/25 14:09:38	CFS25003039	US HWY 12	125JK	Traffic Stop	Warning
03/09/25 14:15:36	CFS25003040	MN HWY 15	125JK	Traffic Stop	Warning
03/09/25 17:21:21	CFS25003052	PARKER AV E	125JK	Traffic Stop	Warning
03/09/25 17:37:57	CFS25003053	PARKER AV W	125JK	Traffic Stop	Warning
03/09/25 19:14:25	CFS25003061	MN HWY 15	125JK	Traffic Stop	Warning
03/09/25 19:25:19	CFS25003062	MN HWY 15	125JK	Traffic Stop	Warning
03/09/25 22:03:10	CFS25003071	MARCIA ST	125JK	Traffic Stop	Warning
03/10/25 15:49:36	CFS25003107	PARKER AV W	125JK	Traffic Stop	Warning
03/10/25 15:51:27	CFS25003108	2 ST N	128SB	Traffic Stop	Citation Issued
03/10/25 18:26:28	CFS25003116	PARKER AV E	125JK	Traffic Stop	Warning
03/10/25 18:47:19	CFS25003117	PARKER AV W	125JK	Traffic Stop	Warning
03/12/25 12:09:16	CFS25003210	PARKER AV W	125JK	Traffic Stop	Warning
03/12/25 12:23:23	CFS25003213	PARKER AV W	125JK	Traffic Stop	Warning
03/12/25 13:43:15	CFS25003217	PARKER AV E	125JK	Traffic Stop	Citation Issued
03/13/25 19:57:16	CFS25003285	PARKER AV W	125JK	Traffic Stop	Warning
03/13/25 20:09:18	CFS25003286	PARKER AV W	125JK	Traffic Stop	Warning
03/13/25 20:17:28	CFS25003289	3 ST N	125JK	Traffic Stop	Warning
03/15/25 21:57:46	CFS25003374	PARKER AV W	128SB	Traffic Stop	Warning

CFS Date/Time	CFS #	Street Name	Deputy	Call/Complaint	Disposition
03/17/25 13:20:02	CFS25003450	1 ST N	125JK	Traffic Stop	Warning
03/17/25 13:43:09	CFS25003451	MARCIA ST	125JK	Traffic Stop	Warning
03/17/25 14:00:58	CFS25003452	MAPLE ST	125JK	Traffic Stop	Warning
03/17/25 14:57:38	CFS25003456	MN HWY 15	125JK	Traffic Stop	Handled By Officer / Deputy
03/17/25 16:33:43	CFS25003464	US HWY 12	128SB	Traffic Stop	Warning
03/17/25 16:36:11	CFS25003466	PARKER AV W	125JK	Traffic Stop	Warning
03/18/25 11:49:52	CFS25003502	PARKER AV W	125JK	Traffic Stop	Warning
03/18/25 11:59:53	CFS25003504	1 ST N	125JK	Traffic Stop	Warning
03/18/25 12:27:44	CFS25003507	1 ST N	125JK	Traffic Stop	Warning
03/20/25 15:41:11	CFS25003613	3 ST S	128SB	Traffic Stop	Warning
03/20/25 20:34:08	CFS25003630	PARKER AV W	122EA	Traffic Stop	Warning
03/21/25 09:16:45	CFS25003648	MN HWY 15	128SB	Traffic Stop	Warning
03/21/25 11:02:09	CFS25003651	MN HWY 15	128SB	Traffic Stop	Warning
03/21/25 17:13:31	CFS25003671	PARKER AV W	125JK	Traffic Stop	Warning
03/21/25 17:26:30	CFS25003672	PARKER AV E	125JK	Traffic Stop	Warning
03/21/25 17:37:00	CFS25003673	MN HWY 15	125JK	Traffic Stop	Warning
03/21/25 17:42:31	CFS25003674	PARKER AV W	125JK	Traffic Stop	Warning
03/21/25 18:20:41	CFS25003676	PARKER AV W	105IC	Traffic Stop	Warning
03/21/25 18:26:37	CFS25003678	PARKER AV W	125JK	Traffic Stop	Warning
03/21/25 20:21:01	CFS25003686	PARKER AV W	125JK	Traffic Stop	Warning
03/21/25 21:29:57	CFS25003689	PACIFIC AV W	125JK	Traffic Stop	Warning
03/21/25 23:38:40	CFS25003693	PARKER AV W	125JK	Traffic Stop	Warning
03/21/25 23:54:55	CFS25003696	PACIFIC AV	125JK	Traffic Stop	Warning
03/22/25 19:26:51	CFS25003730	US HWY 12	125JK	Traffic Stop	Warning
03/22/25 19:54:51	CFS25003731	PARKER AV W	125JK	Traffic Stop	Warning
03/22/25 21:07:14	CFS25003736	PARKER AV W	105IC	Traffic Stop	Warning
03/22/25 22:03:30	CFS25003738	MN HWY 15	125JK	Traffic Stop	Warning
03/22/25 22:04:56	CFS25003739	US HWY 12	118JO	Traffic Stop	Warning
03/22/25 22:20:30	CFS25003741	US HWY 12	125JK	Traffic Stop	Warning
03/22/25 22:27:27	CFS25003742	PARKER AV W	118JO	Traffic Stop	Warning
03/22/25 22:51:53	CFS25003743	PARKER AV E	125JK	Traffic Stop	Warning
03/22/25 23:06:50	CFS25003745	PARKER AV E	125JK	Traffic Stop	Warning
03/22/25 23:30:44	CFS25003747	4 ST S	125JK	Traffic Stop	Warning
03/22/25 23:56:19	CFS25003750	PARKER AV W	125JK	Traffic Stop	Warning
03/23/25 16:42:19	CFS25003763	PARKER AV W	125JK	Traffic Stop	Warning
03/23/25 16:49:13	CFS25003764	US HWY 12	125JK	Traffic Stop	Warning
03/23/25 17:11:35	CFS25003766	PARKER AV W	125JK	Traffic Stop	Warning
03/23/25 17:18:24	CFS25003767	US HWY 12	125JK	Traffic Stop	Warning
03/23/25 21:43:02	CFS25003783	PARKER AV W	125JK	Traffic Stop	Warning
03/23/25 21:53:41	CFS25003784	PARKER AV W	125JK	Traffic Stop	Warning
03/23/25 22:25:41	CFS25003786	PARKER AV W	125JK	Traffic Stop	Warning
03/24/25 13:53:16	CFS25003806	PARKER AV W	125JK	Traffic Stop	Warning
03/24/25 15:22:20	CFS25003814	PARKER AV W	125JK	Traffic Stop	Warning
03/24/25 16:35:29	CFS25003820	US HWY 12	125JK	Traffic Stop	Warning
03/24/25 19:42:56	CFS25003827	PARKER AV W	125JK	Traffic Stop	Citation Issued
03/24/25 21:12:21	CFS25003837	US HWY 12	125JK	Traffic Stop	Warning

CFS Date/Time	CFS #	Street Name	Deputy	Call/Complaint	Disposition
03/24/25 21:20:10	CFS25003839	US HWY 12	125JK	Traffic Stop	Warning
03/24/25 23:16:42	CFS25003840	PARKER AV W	125JK	Traffic Stop	Warning
03/27/25 15:13:38	CFS25003931	PARKER AV W	125JK	Traffic Stop	Warning
03/27/25 15:45:28	CFS25003934	PARKER AV W	125JK	Traffic Stop	Citation Issued
03/27/25 16:21:38	CFS25003938	PARKER AV W	125JK	Traffic Stop	Warning
03/28/25 13:10:40	CFS25003975	MN HWY 15	125JK	Traffic Stop	Warning
03/28/25 20:01:32	CFS25003994	PARKER AV W	128SB	Traffic Stop	Warning
03/30/25 22:54:41	CFS25004071	MN HWY 15	128SB	Traffic Stop	Warning

Transfer Total: 1

03/15/25 06:37:32	CFS25003349		812SH	Transfer	Referred to Other Agency
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Unsecure Building Total: 1

03/03/25 20:06:10	CFS25002756		128SB	Unsecure Building	Assisted
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Vacation / Security Check Total: 1

03/29/25 13:33:21	CFS25004016		108ZL	Vacation / Security Check	Handled By Officer / Deputy
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Vulnerable Adult Total: 1

03/17/25 08:00:56	CFS25003429		112JC	Vulnerable Adult	No Report Taken
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Welfare Check Total: 1

03/12/25 17:44:41	CFS25003230		110TB	Welfare Check	Handled By Officer / Deputy
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Total Records: 141



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including employees, owners, and agents, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ _____ program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made hereof as Exhibit A. The display is to take place on the evening of _____, 20____ at approximately _____ p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area;
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that failure to provide an appropriate area for the fireworks display, with minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days prior to the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ _____ in full by _____ (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$ _____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ___5% ___10% ___15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of _____ or another date as agreed to by both Parties. Once display set has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

- c. Disruption of Services due to COVID-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the pandemic and related health issues, government intervention (such as stay orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each obligation to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above, Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed additionally insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or penalties damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

RETURN TO: **dianah@jandmdisplays.com**
Fax: 267-392-3890 or mail to **J&M Displays, Inc.**
18064 170 Avenue, Yarmouth, IA 52660

- Show Work Comp
- Special Instructions

CERTIFICATE HOLDER (NAMED INSURED): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

EFFECTIVE DATE: _____ TRAIN DATA: _____

ADDITIONAL NAMED INSURED:

1. NAME / ADDRESS / E MAIL: _____

INTERESTED PARTY: _____

2. NAME / ADDRESS / E MAIL: _____

INTERESTED PARTY: _____

3. NAME / ADDRESS / E MAIL: _____

INTERESTED PARTY: _____

4. NAME / ADDRESS / E MAIL: _____

INTERESTED PARTY: _____

TYPE OF SHOW: all that apply MND PROXIM FLAM OUTDO 1.4G CONS ER3G DIS M.1G DISPLAY
12" & 16"

LOCATION OF EVENT: _____

DRAW A DIAGRAM of the shooting area using Google Earth Software and attach showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Center of Display Site Coordinates in Decimals: Latitude: _____ Longitude: _____

Distance to nearest exposure _____ ft. Distance to spectators _____ ft.

Distance to nearest vehicle _____ ft.

Are there fallout shelters? YES NO Size of largest shell being shot: _____ inches

Name of designated Technician: _____

FIREWORKS WARRANTY:

1. Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum of 100 feet for 1.3G shows.
2. All displays will be aimed away from spectators.
3. Fireworks that have been wet at any time prior to display will not be used.
4. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not included.
5. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
6. Firing area will be inspected by the sponsoring organization at first light the following day.
7. Pyrotechnicians are specifically excluded from all liability coverage.
8. Any claims must be reported to the Yarmouth, Iowa office in writing within 24 hours of the incident.



INSTRUCTIONS ON HOW TO COMPLETE THE FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

- 1 Certificate Holder (named insured). This should be the organization/person to whom the certificate of insurance should be mailed to. Usually will be the same as the organization/person who is purchasing the display.
- 2 Address, City, State, Zip. This should be the address of the Certificate Holder.
- 3 Phone, Fax. This should be numbers of the person completing this form so contact can be made if any questions.
- 4 Effective Date(s). This is the date(s) of your fireworks display.
- 5 Rain Date. This is the date that your fireworks display will be rescheduled to in the case of inclement weather.
- 6 Additional Named Insured. Additional insured are usually the certificate holder as well as any land owners from which the display will be fired. Sometimes cities or counties have special requirements as to who they must have listed in order to obtain a permit. Include addresses and what their interest in your event is. Example: land owner.
- 7 Type of show. Circle all that apply.
- 8 Location of Event. Example: Kossuth Park, Mediapolis, Iowa.
- 9 Diagram Draw a diagram of the firing area indicating mortar placement, planned directions of shooting, any buildings or obstacles
- 10 Fall Out Spotters. If you are firing your own show, will be people whose only job is to watch where the fall out of this is a J & M fired display, there will always be fall out spotters.
- 11 Largest Shell. You can find the size of the largest shell in your show by looking in your proposal, catalog associated with your J & M sales representative.
- 12 Name of Designated Pyrotechnician. Name of the person in charge of firing this display.
- 13 Read the Fireworks Warranty and then sign and date usually the bottom of the page.
- 14 Use Google Earth to Draw Diagram

EXAMPLE SITE DIAGRAM





DISPLAY INFORMATION

Please complete the following information printed in RED:

Display Date: _____ Rain Date: _____

Time of Display: _____

Name of Organization Purchasing Display: _____

Billing Address: _____

City, State, Zip: _____

Telephone: _____ Cell: _____ E-mail: _____

Name of Contact Person: _____

Contact Address: _____

City, State, Zip: _____

Telephone: _____ Cell: _____ E-mail: _____

Send Invoice to: _____

Billing Address: _____

City, State, Zip: _____

Telephone: _____ Cell: _____ E-mail: _____

FOR SALES REPRESENTATIVE J&M Fired 1.4G 1.3G PROXIMA HAND FIR FLAME
(July 1st - 6th Only)

Sales Representative: _____ Insurance Extended YES or NO

On-Site Contact for Tech: _____ Telephone: _____

Delivery Information: Customer Pick Up At: _____ On-Site Delivery:

Driver Name: _____ Telephone: _____

Delivery Address to Shoot Site: _____

Delivery to Bunk Location: _____

Lead Tech: _____ Telephone: _____

NOTES: _____

Proposal # _____ Final Show \$: _____ Mileage: _____ (by air r

OFFICE USE ONLY O# _____ C# _____ Customer PO# _____

<input type="checkbox"/> tax exempt certificate received	<input type="checkbox"/> Agreement received	<input type="checkbox"/> Full payment	<input type="checkbox"/> Down payment
<input type="checkbox"/> permit received	<input type="checkbox"/> IQ received	\$ _____	\$ _____
<input type="checkbox"/> ATF permit Exp. _____	<input type="checkbox"/> S/P _____	Date _____ Check# _____	Date: _____ Check# _____

LEASE AGREEMENT

WHEREAS the City of Dassel owns certain real estate located in the North half (N1/2) of Section Twenty-eight (28), Township One Hundred Nineteen North (119 N), Range Twenty-nine West (29 W).

The City of Dassel as Lessor agrees to lease for crop farming purposes a portion of this real-estate, specifically the approximately 10.5 (Ten and One Half) acres identified as parcels 23-0602001, 23-0602002, and 23-0602003 as depicted and highlighted on the attached Exhibit D (the "leased real-estate") to:

David Fitterer, 17721 60th St. SW, Cokato, MN 55321, as Lessee.

Lessee has the right to harvest for his own benefit the crops he grows on this leased real estate.

This lease shall be effective May 1, 2025, and continue for a 3 (three) year period, expiring on April 30, 2028. The duration of this lease may be shortened or extended only by mutual written agreement of the parties.

As consideration for this lease, Lessee shall pay to Lessor an amount equal to the full annual real estate taxes on the leased real-state payable in each year of this lease. One half of the annual lease payments shall be due on or before May 1st of each year, and the second half due on or before November 1st of each year. The City of Dassel will invoice prior to April 1st of each year.

As further consideration for this lease, Lessee agrees to maintain the leased real estate in good condition by using the best cropping practices to prevent erosion on the leased real estate. Lessee also agrees to maintain liability insurance with the minimum amount of \$500,000.00 (Five Hundred Thousand Dollars) for any loss or damage to persons or property arising out of or relating to the use of the leased real estate by Lessee.

Notwithstanding the above provisions, If Lessee breaches any of the terms of this lease, then Lessor shall give written notice of the breach to Lessee, and Lessor may thereafter terminate this lease if Lessee fails to cure the breach within 30 (Thirty) days of the written notice.

Termination of the lease does not preclude Lessor from recovering unpaid lease payments or damages to the leased real estate caused by actions or inactions of Lessee or persons under Lessee's control.

If Lessee complies with all terms of this lease agreement, then Lessee shall have the first right of acceptance/right of first refusal for any renewal of this lease, or for a revised lease of this real estate on terms made available by Lessor to any third party or to the public.

Lessor, by _____

Bob Lalone, Mayor

Date: _____

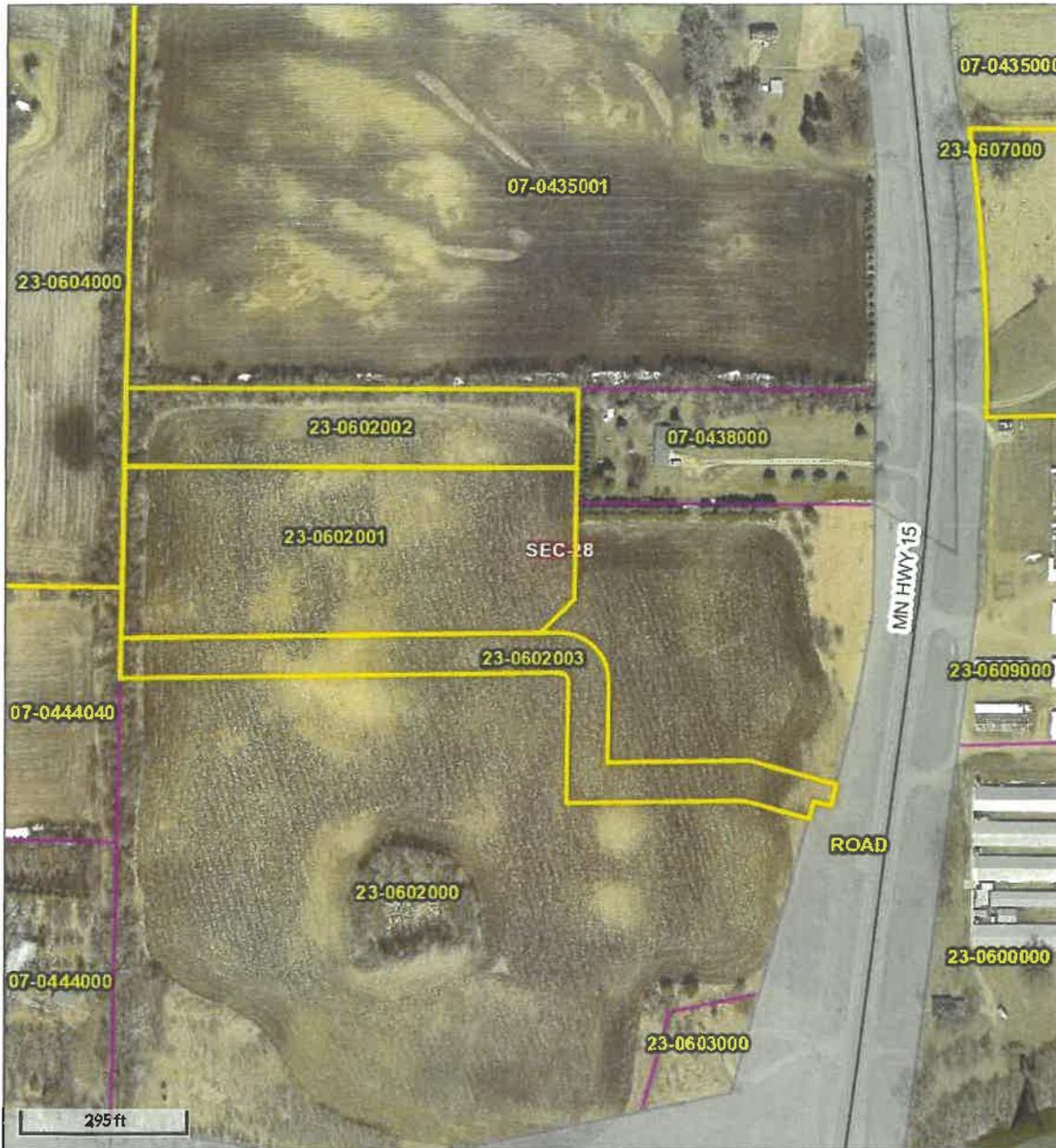
Lessee, by _____

David Fitterer

Date: _____

Exhibit D

23-0602001, 2602002, 23-0602003



Overview



Legend

- Parcels**
- <all other values>
- DITCH
- GAP
- LAKE
- OVERLAP
- RAILROAD
- ROAD
- Sections
- Lakes
- Local Roads

Date created: 4/22/2022
Last Data Uploaded: 4/22/2022 9:27:17 AM

Developed by Schneider
GEOSPATIAL

Renee Eckerly

From: De Vera, Emma (She/Her/Hers) (MDE) <emma.devera@state.mn.us>
Sent: Friday, September 27, 2024 12:41 PM
To: De Vera, Emma (She/Her/Hers) (MDE)
Subject: 2024 Library Construction Grant Webinar + Materials
Attachments: blank grant agreement.docx; Source and use of funds.docx; 2024 Library Construction Grant Checklist.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: IMPORTANT

Hello,

Congratulations on receiving a 2024 Library Construction Grant! Attached to this email you will find the grant agreement template, a source and use of funds sheet, and the construction grant recipient checklist. The first step in this process is completing the grant agreement. The source and use of funds sheet is the same table as in the agreement template, but it may be helpful to complete on a separate sheet. As you work through the grant agreement documents, please review the checklist for guidance. I am also available to answer any questions. All grant agreement communications can be sent to me, including grant agreement drafts.

I am hosting a webinar to walk through the library construction grant process and also to answer questions about the grant agreements. It is scheduled for Tuesday, October 15 at 12:00-1:00PM. The link is here: <https://www.zoomgov.com/j/1619145471?pwd=ncnDweSl2WwXFLBKhWzFyYENNe4YRd.1> You will also receive a calendar invite from me.

Please note that once your agreements are finalized and signed by all parties, recipients have 5 years from date of signature to complete construction on their project.

Let me know if you any questions in the meantime.

Thank you!

Emma De Vera (she/her)
State Library Programs Specialist
651-582-8702 | emma.devera@state.mn.us

Minnesota Department of Education
400 NE Stinson Blvd., Minneapolis, MN 55413
education.mn.gov





July 22, 2024

VIA ELECTRONIC DELIVERY ONLY

Terri Boese, City Clerk/Treasurer
City of Dassel
460 3rd Street
Dassel, MN 55325 -0391

RE: FY25 Library Construction Grant: Improvement Application

Dear Terri Boese,

Congratulations! We have selected your application submitted in response to the Library Construction Improvement Grant for funding contingent upon clarifications and negotiations that will be necessary before executing the award. The grant offer is \$187,500.00.

Library Construction Grants are end grants, meaning that the funds are paid in one lump sum after the project is complete and you submit a final report documenting total project costs, the expenditures and sources of matching funding, and other program requirements described in the application and end grant agreement.

Staff will be contacting you directly to discuss next steps in completing the end grant agreement. If you have any questions related to the process, please contact Emma De Vera, State Library Programs Specialist, at emma.devera@state.mn.us or (651) 582-8702.

Deb Rose, Grants Specialist, will be assisting with preparation of the end grant documentation. Her contact information is debra.rose@state.mn.us or (651) 582-8853. The grants specialist will also be conducting a Pre-Award Risk Assessment, which will require a review of financial documentation and prior grant performance before the execution of the grant documentation. The grants specialist will contact you if she needs any information to conduct that assessment.

We look forward to working with you in the future.

Sincerely,

Bette Benson
Grant Coordinator

cc: Bob Lalone, Mayor
Chuck DeWolf, P.E., Project Manager
Terri Boese, City Clerk/Treasurer
Emma De Vera, State Library Programs Specialist
Tami Lee, Director of State Library Services and Expanded Learning Opportunities
Deb Rose, Grant Specialist



2024 Library Construction Grant Documentation

Materials Needed to Prepare Your Grant Agreement

1. End Grant Agreement Template (Word)

Complete the sections highlighted in green on the end grant agreement template and return to SLS as a Word document. No need to sign yet.

2. “Sources & Uses of Funds” Section of Grant Agreement (Word)

This is included in the end grant agreement template. Please complete the entire worksheet.

3. Resolution or Ordinance

This should state at minimum (1) the city or county has title to the site and building where the library is or will be located; (2) the total project cost; and (3) the amount of grant funding being applied for or accepted. It must be signed by the chair of the city or county governing board.

4. Documentation of Full Project Funding

Documentation must be provided demonstrating that the applicant has funds on hand to cover the FULL cost of the project. This may include bank statements, line items in the local budget, evidence from a capital improvement plan, federal grant commitment letters, etc. Please see pages 12 – 14 of the *Capital Grants Manual* for more information.

5. B3 Registration

During this grant round, projects not involving construction of a new building qualify for B3 exemption. Complete the B3 applicability form to request this, and submit this form to Hannah as well as to the B3 contact listed on the form.

During this grant round, projects involving construction of a new building must contact Patrick Smith at 612-626-9709 or guidelines@b3mn.org to register to use the B3 tracking tool. You do not need to submit anything to SLS.

6. Legislative Notification or Recommendation

Projects with a total construction cost of **less than \$1,500,000** require legislative notification. Please notify the committee leaders listed in the table below. Provide Hannah a copy of this message.

Projects with a total construction cost of **\$1,500,000 or more** need to receive a legislative recommendation. Please submit a project summary and cost estimate to the committee leaders listed in the table below. You may use your grant application to provide this information. Provide SLS a copy of this message and any response you receive.

Name	Email	Committee	Position
Rep. Fue Lee	rep.fue.lee@house.mn.gov	House Capital Investment	Chair
Rep. Dean Urdahl	rep.dean.urdahl@house.mn.gov	House Capital Investment	Republican Lead
Rep. Liz Olson	rep.liz.olson@house.mn.gov	House Ways and Means	Chair
Rep. Pat Garofalo	rep.pat.garofalo@house.mn	House Ways and Means	Republican Lead
Sen. Sandra Pappas	sen.sandra.pappas@senate.mn	Senate Capital Investment	Chair
Sen. Karin Housley	sen.karin.housley@senate.mn	Senate Capital Investment	Ranking Minority Member
Sen. John Marty	sen.john.marty@senate.mn	Senate Finance Committee	Chair
Sen. Eric Pratt	sen.eric.pratt@senate.mn	Senate Finance Committee	Ranking Minority Member

Materials Needed to Request Payment

1. Cover Sheet

When you are ready to begin preparing your final report, please email Hannah to request this form.

2. All Project Invoices

Receipts and invoices will be reviewed to ensure the grant award does not exceed 50% of the total project cost.

3. Prevailing Wage Documentation

Contractors must submit evidence that all personnel associated with the grant-funded project were paid at or above prevailing wage. This can be done through payroll documentation (common for larger contractors) or through written statements (common for smaller businesses).

4. Relevant Inspection Approvals and/or Certificate of Occupancy

If the project involves a new building or a renovation that alters capacity, please submit a certificate of occupancy. If the project only affects a specific aspect of an existing building, then relevant inspection approvals will suffice.

For More Information

Examples of each form of documentation are available upon request. For further assistance with this process, please contact Emma De Vera at emma.devera@state.mn.us.

General Obligation Bond Proceeds

Grant Agreement - End Grant

for the

«NAME OF YOUR PROJECT»

Project

under the

Library Construction Grant Program

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General Obligation Bond Proceeds
Grant Agreement – End Grant
for the
«NAME OF YOUR PROJECT»
Project
under the
Library Construction Grant Program

THIS AGREEMENT shall be effective as of «STATE LIBRARY SERVICES», 2022, and is between «NAME OF GRANT RECIPIENT», a «LEGAL STRUCTURE OF RECIPIENT» (the “Public Entity”), and the Minnesota Department of Education (the “State Entity”).

RECITALS

A. The State Entity has created and is operating a Library Construction Grant Program (the “State Program”) under the authority granted by Minn. Stat. § 134.45 and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$«AMOUNT OF GRANT» (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

F. Under the provisions contained in Minnesota Statutes, Chapter 134, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in Grant Application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property

and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - End Grant for the **NAME OF YOUR PROJECT** Project under the Library Construction Grant Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property”

executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means «LIBRARY NAME», which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is **OWNERSHIP VALUE or “NOT APPLICABLE”**; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in Attachment III attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in Attachment III and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of **NAME OF COUNTY**, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any*

reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 Grant of Monies. The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

[Check the appropriate box for the Real Property and, if applicable, for the Facility.]

Ownership Interest in the Real Property.

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- An easement for the Real Property that complies with the requirements

contained in Section 2.06.

(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then provide the citation.)

Ownership Interest in, if applicable, the Facility.

- Fee simple ownership of the Facility.
- A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then provide the citation.)
- Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property.
- Acquisition of a leasehold interest in the Real Property.
- Acquisition of an easement for the Real Property.
- Improvement of the Real Property.
- Acquisition of fee simple title to the Facility.
- Acquisition of a leasehold interest in the Facility.
- Construction of the Facility.
- Renovation of the Facility.
- _____
(Describe other or additional purposes.)

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program

and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is <<NUMBER>> years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.
- D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.
- E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may,

at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV
SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 Proceeds of a Sale. Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds

shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 State Bond Financed Property. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as “bond proceeds” under Section 148 of the Code including “investment proceeds,” “invested sinking funds,” and “replacement proceeds,” in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public

Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI
DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 Disbursement of Grant. Upon compliance with all of the conditions delineated in Section 6.02, the State Entity shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the State Entity be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the State Entity disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

Section 6.02 Conditions Precedent to Disbursement of Grant. The obligation of the State Entity to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The State Entity shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Article VII MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions

contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public

Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply

with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have

arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

«GRANT RECIPIENT NAME»
«MAILING ADDRESS»
«CITY», MN «ZIP»
Attention: «AUTHORIZED REP NAME»

To the State Entity at:

MN Department of Education
1500 Hwy 36 W
Roseville, MN 55113
Attention: Hannah Buckland, State Library Services

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 Waiver. Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

The grant requires a minimum of a 1:1 local match from non-state funds.

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Third-Party Beneficiary. The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 State Entity and Commissioner Required Acts and Approvals. The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 Applicability to Real Property and Facility. This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to

confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 Jobs Reporting Requirements. Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

American-Made Steel. Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

Section 7.31 Additional Requirements. The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

Accessibility. All facilities receiving Library Construction grant funds will comply with Minnesota Statutes relating to accessibility by persons with disabilities, the Americans with Disabilities Act of 1990, amendments to the act, and the Americans with Disability Act Architectural Guidelines in effect at the time of construction.

Internet filtering. The library is in compliance with Minn. Stat. § 134.50(a), which states that all public library computers with Internet access restrict access to material that is reasonably believed to be obscene, child pornography, or is otherwise harmful to minors under federal or state law. This restriction may be accomplished using software filtering technology or other effective methods.

Start date. Project may not have started prior to the enactment of the October 2020 bonding bill.

Grant application modifications. Any revisions or modifications to the grant application that are requested by the State to complete the grant agreement are binding and will be treated as if they were part of the original grant application.

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the «NAME OF PROJECT» Project under the Public Library Construction Grant Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

«NAME OF RECIPIENT»,
a «LEGAL STRUCTURE OF RECIPIENT»

By: _____
«NAME OF AUTHORIZED PERSON»

Its: «JOB TITLE»

Dated: «DATE»

And: _____
«NAME OF SECOND AUTHORIZED
PERSON IF APPLICABLE»

Its: «JOB TITLE»

Dated: «DATE»

STATE ENTITY:

Minnesota Department of Education,

By:

Heather Mueller, Ed.D
Its: Commissioner

Dated:

Attachment I to Grant Agreement

**State of Minnesota
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of «COUNTY», State of Minnesota that is legally described in Exhibit A attached and all facilities situated thereon (collectively, the “Restricted Property”):

(Check the appropriate box.)

- a fee simple title,
- a lease, or
- an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain «NAME OF PROJECT» and the Minnesota Department of Education, dated «STATE LIBRARY SERVICES», 2022.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of the Minnesota Department of Education and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

LEGAL DESCRIPTION OF PROPERTY

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

«LEGAL DESCRIPTION OF PROPERTY (USUALLY IDENTICAL TO PREVIOUS
PAGE)»

Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds		Use of Funds	
Identify Source of Funds	Amount	Identify Items	Amount
State G.O. Funds		Ownership Acquisition	
Program Grant	\$	and Other Items Paid for	
		with Program Grant Funds	
Other State Funds		Purchase of Ownership	\$
	\$	Interest	
	\$	Other Items of a Capital	
	\$	Nature	
Subtotal	\$		\$
			\$
Matching Funds			\$
	\$	Subtotal	\$
	\$		
Subtotal	\$	Items Paid for with	
		Non-Program Grant Funds	
Other Public Entity Funds			\$
	\$		\$
	\$		\$
Subtotal		Subtotal	\$
Loans			
	\$		
	\$		
Subtotal	\$		
Other Funds			
	\$		
	\$		
Subtotal	\$		-
Prepaid Project Expenses			
	\$		
	\$		
Subtotal	\$		
TOTAL FUNDS	\$	TOTAL PROJECT COSTS	\$

**Attachment IV to Grant Agreement
GRANT APPLICATION**

«STATE LIBRARY SERVICES WILL ADD THIS»

6ft benches



Call 1 888 531 5642 | Login | Sign up | Cart

How can we help you find your solution?

- Park Benches
- Picnic Tables
- Trash Cans
- Park Amenities
- Regular Collections
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- Bike Racks
- Speed Bumps & Mumps
- Traffic & Parking Lot Safety
- Signs

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SuperSaver™ Outdoor Benches

★★★★★ 67 Reviews [See reviews summary](#)

Save 10% (included) **\$419.00** Quantity discounts available

SKU: 2WG3082-BL

Quantity Discounts

Quantity	Price
3	\$405.00

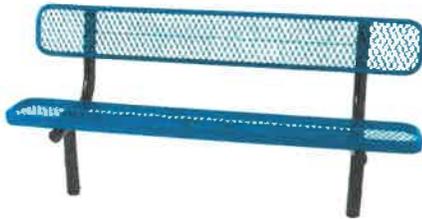
Product Configuration

Select Color



Selected Color: Blue

Mount Type



Search

Q



- ALL CATEGORIES
- BENCHES
- BIKE RACKS
- BLEACHERS
- PICNIC TABLES
- PLANTERS
- TRASH RECEPTACLES
- GRILLS
- QUICKSHIP

Home > Everest Series 6-Ft. Park Bench with Back

This Item Qualifies for Our \$5K Free Shipping Offer! [MORE INFO](#)

FREE SHIPPING

Everest Series 6-Ft. Park Bench with Back

\$572.32 / each

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Buy 3 for \$572.32 each and **SAVE 2%**

Buy 6 for \$560.64 each and **SAVE 4%**

Buy 11 for \$548.96 each and **SAVE 6%**



This Everest Series 6-ft. park bench is as attractive as it is durable and includes a back for additional comfort. This bench is thermoplastic coated which helps to add strength to the bench and extends the life of the color.

Thermoplastic coating is a coating process that melts to form a fusion bonded coating, and then cools to produce superior physical properties.

This bench is available as portable, surface mounted or in-ground mounted. Frame color is black only.

Actual product may vary from image shown. Please contact an expert for more info: 800-280-9894

ITEM #

#595-6001





SuperSaver™ Outdoor Benches

★★★★★ 4.9 | 21 Reviews

As low as

\$419.00 Quantity: 08/14/2018 09:24:02Z

SKU 08SA2620-6L

Quantity Discounts

Quantity	3
Price	\$405.00

Product Configuration

Select Color



Selected Color : Blue

Mount Type



Selected Mount Type : In-ground

- 10 Years Guaranteed Against Breakage
- Accessible
- Best Seller
- Easy-Assembly
- Quick Ship

Length



Selected Length : 6 Foot

Ships in 1 to 2 Days

Qty



Add to Cart

Optional Accessories

Cast Bronze Expanded Metal Bench Plaques
79-037

As low as \$209.00

PERSONALIZE

Please click Personalize to configure your product

Surface Mount Hardware Kit (4)
89-010-4

\$9.00

Qty

ADD TO CART

Description

Economical option for schools, parks, playgrounds and more.

- Unbeatable price and tremendous value
- Expanded metal backs and seats with thermoplastic coating
- Maintenance-free and corrosion-resistant
- 2-3/8" OD Black powder-coated steel frames
- Choose from two lengths and three mounting styles
- 10" wide seats
- Minor assembly required
- 11-gauge expanded metal strength
- Mounting plates on surface mount bench are 6" x 6"
- Available in four UV-protected colors that won't peel or crack
- Assembly hardware included

Delivery Info

- Usually ships in 3-5 days
- Summer season could have longer lead times

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Traditional Powder-Coated Bike Racks

★★★★☆ 4.6 | 22 Reviews

As low as **\$255.00** Quantity discounts available

SKU: 05CL1786

Quantity Discounts

Quantity	3
Price	\$245.00

Product Configuration

Bike Capacity

⊖

9

10

18

⊕

Selected Bike Capacity : 9

Ships in 1 to 2 Days

Qty

⊖
1
⊕
Add to Cart



Description

Small and large bike capacity options, all protected by a durable coating.

- **Bike Capacity:** 5, 9, 10, 18
- **Material:** Heavy-gauge steel
- **Finish:** Powder-coated
- **Tubing for Locking:** Black powder-coated 14-gauge steel crossbars, securely welded on top & bottom
- **Frame includes 12 mm holes for optional surface mounting**
- **Holds 5, 9, 10 or 18 bikes, depending upon which bike capacity you choose**
- **Traditional style complements any setting**
- **1-5/8" OD frame with 14-gauge crossbars securely welded at top and bottom**
- **Durable black powder-coated finish**
- **Ships knocked down to save on shipping**
- **Simple assembly required**
- **Stainless steel assembly hardware included**

Specifications

SKU	05CLI783	05CLI784	05CLI785	05CLI786
Model Name	18-Bike Rack (double sided)	9-Bike Rack (single sided)	10-Bike Rack (double sided)	5-Bike Rack (single sided)
Material	Steel	Steel	Steel	Steel
Mount Type	Portable/Surface Mount	Portable/Surface Mount	Portable/Surface Mount	Portable/Surface Mount
Bike Capacity	18	9	10	5
Overall Dimensions	111.5"L x 37.75"W x 28.5"H	108"L x 27.25"W x 28.5"H	60"L x 37.75"W x 28.5"H	60"L x 27.25"W x 28.5"H
Weight	100.0	72.0	62.0	47.0

CITY OF DASSEL

**RESOLUTION DECLARING DASSEL FALL FROLIC CRAFT &
FLEA MARKET A CITY FESTIVAL**

WHEREAS, due to the starting of a fantastic new community event and celebration in 2025, the City of Dassel did determine that we need to celebrate our hometown crafters and outdoor retailers; and

WHEREAS, the Committee is planning to entertain the residents of and the surrounding area; and

WHEREAS, everyone enjoys a great homemade craft, and the outdoor retail experience which will offer fun and exciting activities for all ages; and

WHEREAS, the City of Dassel will be holding the City Festival on Sunday, September 21, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT THE DASSEL CITY COUNCIL declares the Dassel Fall Frolic Craft & Flea Market scheduled for September 21, 2025, between 2nd St N and 4th St N on Atlantic Ave W as a "City Festival".

Motion by _____, seconded by _____, the resolution was approved and unanimously carried, this 21st day of April 2025.

ATTEST:

Bob Lalone
Mayor

Tracey Bergum
City Clerk/Treasurer