



# Regular City Council Meeting

Tuesday, February 17, 2026 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 - City Council Jan. 20, 2026, DAHS Jan. 2026 Annual Board Meeting Minutes, DAHS November 2025 Monthly Meeting Minutes

### Attachments:

- **1-20-2026 DRAFT Regular City Council Meeting Minutes** (1-20-2026\_DRAFT\_Regular\_City\_Council\_Meeting\_Minutes.pdf)
- **DAHS 2025 Annual Board Meeting Minutes** (DAHS\_2025\_Annual\_Board\_Meeting\_Minutes.pdf)
- **DAHS November 2025 Monthly Meeting Minutes** (DAHS\_November\_2025\_Monthly\_Meeting\_Minutes.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. Randy Hatcher, Ridge Runners Snowmobile Club - Regarding Land Owner Permit under 9 g.

## 5. Additions or Omissions to Agenda

## 6. Consent Agenda

- Payment of Claims \$640, 937.31**
- Motion to accept the resignation of Jordan Siltala, Assistant Liquor Store Manager effective February 9, 2026.**
- Motion to accept the resignation of Charlene Danielson, Liquor Store Clerk effective February 27, 2026.**
- Motion to accept the resignation of Jaiden Bunn (effective Jan. 23, 2026) and Jordan Danielson (effective Jan. 31, 2026), Volunteer Firefighters.**
- Motion to hire Benjamin Stock as a Volunteer Firefighter effective Feb. 9, 2026.**
- Motion to approve Resolution 2026-011 Accepting a Donation to the City of**

**Dassel - Fire Dept \$1,800**

**Attachments:**

- **01-2026 Resolution Accepting Donation - Fire \$1,800** (01-2026\_Resolution\_Accepting\_Donation\_-\_Fire\_1800.pdf)

**g. Motion to approve the 2026 Dassel Volunteer Fire/Rescue Department Contracts**

**Attachments:**

- **2026 Dassel Volunteer Fire-Rescue Dept Contracts** (2026\_Dassel\_Volunteer\_Fire-Rescue\_Dept\_Contracts.pdf)

**h. Approve Temporary 1 Day On-Sale Liquor License for Cokato Dassel Lions Club for Feb. 21, 2026, at the Dassel History Center.**

**7. Council & Committee Reports**

- a. DAHS Annual Meeting, January 27, 2026 - Carolyn Holje, Museum Director**
- b. Joint Fire Advisory Committee & City Council Meeting, January 28, 2026 - Mayor Lalone**

**8. Staff Reports**

**a. Museum Director**

**Attachments:**

- **Museum Directors report** (Museum\_Directors\_report.pdf)

**b. Liquor Store Manager**

**Attachments:**

- **Liquor Manager report 2026** (Liquor\_Manager\_report\_2026.pdf)

**c. Fire Chief**

Total calls 32  
City of Dassel Calls 13  
Year to date 41

Thank you for years of service to Jayden Bunn and Jordan Danielson!  
Welcome to Ben Stock, new Volunteer Firefighter!

**d. Public Works Director**

**Attachments:**

- **Public Works Report February 2026** (Public\_Works\_Report\_February\_2026.pdf)

**e. City Engineer**

1. **MNDOT Change order for SP4705-49 CO #01 project for \$5,298.29, with City of Dassel additional adjust curb stop \$150.00 of the total Change Order.**

**f. City Administrator**

**Attachments:**

- **20260217 City Administrator Report** (20260217\_City\_Administrator\_Report.pdf)
- **Go Gov - Dassel City MN - Quote - 2026-02-05 (Notify)** (Go\_Gov\_-\_Dassel\_City\_MN\_-\_Quote\_-\_2026-02-05\_(Notify).pdf)

**g. City Attorney**

**h. Sheriff's Department - Request to be moved up on Agenda for this meeting**

**Attachments:**

- **Meeker County Sheriffs Monthly Stats - January 2026** (Meeker\_County\_Sheriffs\_Monthly\_Stats\_-\_January\_2026.pdf)

**9. Business Items**

**a. Motion to Approve Ordinance 01-2026 Amending Chapter 94 Removing Pet Licensing Requirement**

**Attachments:**

- **01-2026 Ordinance Amending Pet License Requirement 02-05-26** (01-2026\_Ordinance\_Amending\_Pet\_License\_Requirement\_02-05-26.pdf)

**b. Discuss Library Grant**

Grant signed June 16, 2025. Length of grant 5 years.

**Attachments:**

- **24-3-14\_Dassel City Hall Library Expansion** (24-3-14\_Dassel\_City\_Hall\_Library\_Expansion.pdf)
- **6-16-2025 Signed Library Grant Agreement with the MN Dept of Education** (6-16-2025\_Signed\_Library\_Grant\_Agreement\_with\_the\_MN\_Dept\_of\_Education.pdf)

**c. Motion to approve payment of \$150.00 for MNDOT project SP 4705-49 for curb stop in Change Order and authorize Mayor Lalone to sign.**

Mitchell Lease will discuss during his report.

**Attachments:**

- **MNDOT Change Order Signed\_CN\_240032\_CO\_01\_SP\_4705-49** (MNDOT\_Change\_Order\_Signed\_CN\_240032\_CO\_01\_SP\_4705-49.pdf)

**d. Motion to approve April 8, 2026, for the 2026 Local Board of Appeal and Equalization Meeting**

**Attachments:**

- **2026 Local Board of Appeal and Equalization Meeting Calendar** (2026\_Local\_Board\_of\_Appeal\_and\_Equalization\_Meeting\_Calendar.pdf)

**e. Motion to grant the Wright Co Land Owner Permit to the Ridgerunners Snowmobile Club.**

**Attachments:**

- **Wright County Snowmobile Association - Land Owner Permit** (Wright\_County\_Snowmobile\_Association\_-\_Land\_Owner\_Permit.pdf)

**10. Announcements / Dates to Remember**

2026 LMC City Day on the Hill - St Paul March 11  
NEED TO REGISTER AND BOOK HOTELS ASAP

Charter Communication - Upcoming Change 2-22-2026

Red Rooster Committee Meeting, Thurs. Feb. 19, 2026, 6:00 p.m. City Hall  
DAHS meeting, Tues. Feb. 24, 2026, 10:00 a.m. History Center  
Personnel Committee, Feb. 24, 2026, 5:30 p.m. City Hall  
Fire Advisory Board Meeting, Wed. Feb. 28, 2026, 7:00 p.m. Dassel Fire Hall  
Joint Meeting City of Cokato, School District 466, Mon. March 2, 2026, 5:30 p.m. at Dassel Elementary school  
Annual Audit Starts, Mon. March 9, 2026 - March 11, 2026  
Dept Head meeting, Tues. March 10, 2026, 7:00 a.m. at City Hall  
City Council meeting, Mon. March 16, 2026, 6:00 p.m.  
DAHS meeting, Tues. March 24, 2026, 10:00 a.m. History Center  
Joint Meeting with City of Cokato, ISD 466, and City of Dassel, Mon. April 6, 2026, 5:30 pm. Cokato Elementary School tour

**Attachments:**

- **1-22-26 Charter Communication - Line up Changes** (1-22-26\_Charter\_Communication\_-\_Line\_up\_Changes.pdf)

**11. 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.



# DRAFT

## Regular City Council Meeting

### Minutes

Tuesday, January 20, 2026 at 6:00 pm

#### 1. Call to Order

**Minutes:**

Meeting called to order by Mayor Lalone at 6:00 pm.

**a. Pledge of Allegiance**

Led by Mayor Lalone

**b. Roll Call**

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

**Minutes:**

Members present Landrus, Suchy, Thurn & Mayor Lalone. Member absent Gaertner.

#### 2. Approval of Minutes for City Council meeting December 15, 2025.

**Minutes:**

Motion by Suchy, seconded by Landrus to approve the minutes for City Council meeting December 15, 2025. Motion carried.

#### 3. Public Hearing

#### 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.)

**Minutes:**

Dave Johnson, 130 Linart Ave. W. questioned the Public Works Department cleaning the bike trail outside city limits. Johnson stated he doesn't see that there's enough people out there on the trail that far out through the winter. Council agreed to follow up with Kyle Moy, Public Works Director and suggest cleaning should stop at city limits.

#### 5. Additions or Omissions to Agenda

#### 6. Consent Agenda

**Minutes:**

Motion by Landrus, seconded by Thurn to approve the Consent Agenda with moving 6j to 9i. Motion carried

- a. **Payment of Claims \$696,458.37**
- b. **Motion to approve final payment request to Levanen Underground LLC in the amount of \$3,875.37.**
- c. **Motion to approve Resolution 2026-001 accepting a donation to the City of Dassel from an Anonymous donor in the amount of \$5,000 for the Fire Department.**
- d. **Adopt Resolution 2026-002 Designation Official Newspaper & Financial Institutions**
- e. **Adopt Resolution 2026-003 Ratifying Mayoral Committee Appointments for 2026**
- f. **Motion to schedule the 2nd City Council meeting of 2026 on Tuesday, February 17, 2026, at 6:00 p.m.**
- g. **Adopt Resolution 2026-004 Assigning Citizen and Staff Committee Appointments for 2026**
- h. **Adopt Resolution 2026-005 Making Council Assignments for 2026**
- i. **Adopt Resolution 2026-006 Allowing Wire/Automated Bank Payments & Authorizing Pre-Payment of Claims**
- j. **Adopt Resolution 2026-007 Establishing and Approving Public Works Employees Annual Stipends**
- k. **Motion to approve Resolution 2026-008 Local Board of Appeal & Equalization Trained Board Member Certification**
- l. **Motion to Approve Resolution 2026-009 Appointing the City Assessor and City Building Official for 2026**
- m. **Motion to approve the City mileage rate of 72.5 cents per mile effective January 1, 2026 through December 31, 2026.**

**7. Council & Committee Reports**

- a. **Red Rooster Committee meeting, Thurs. Jan. 15, 2026 - Eckerly**

**Minutes:**

Eckerly reported at the January 15th Red Rooster Committee meeting members of the DAHS Executive Board were present to discuss the use of their 501c3. The discussion about moving the weekend up to save \$4,000 - \$5,000 on chicken continued. New meeting set for February 10th to decide on the date change and give an update on the 501c3 status from the City Attorney.

**8. Staff Reports**

- a. **Museum Director**

**Minutes:**

Director Holje reported 63 rentals of the facility. Visitors from 42 states and 11 foreign countries. Planning exhibits, programs, music, and theater projects for 2026.

- b. **Liquor Store Manager**

**Minutes:**

Manager Moy reported holiday sales for Christmas and New Year were good. Sales in November were \$93,766.80 and December were \$103,381.49. The

auditor visited on January 2nd to verify inventory counts. The results were out of 68 items counted, the Liquor Store was off by one bottle on one item. Replenishing products for the new year, and MMBA may be coming out to provide some ideas.

**c. Fire Chief**

**Minutes:**

Chief Johnson reported 28 calls for the month of December 13 within city limits. 2025 finished with 425 total calls, compared to 392 in 2024. Donations for the calendar fundraiser are in the range of \$12,000 to \$13,000 so far. Annual Fire Relief meeting is scheduled for Wednesday, January 21, 2026, at 7:00 p.m. It is always held on the third Wednesday of January. There will be a different structure this year due to the retirement funds being und the statewide pension PERA.

**d. Public Works Director**

**Minutes:**

Eckerly reported the Public Works Department has been plowing and salting streets as needed. They will be ordering more salt soon. Hauling snow piles to the water tower. Only part of the fire hall pile was removed. Eckerly will speak with Moy about the concern about salt in the snow pile affecting the storage unit in the fire hall parking lot. Normal sampling being conducted. Leak repaired by the mushroom building. Monitoring the pressure valve. Moy will look for another vendor to work on pressure valves at the water conference. The current company takes 5-6 weeks to repair. Plow truck fixed and the ranger sold for \$2,000. Employees took time off due to built-up PTO. The rink is open. Nolan repaired damage from a hockey stick incident at the warming house.

**e. City Engineer**

**Minutes:**

Engineer Lease reported on the drain tile that runs across the Fischer property. Drain tile on the south end of 3rd Street is damaged. Located south of the Cretex building. The city has an easement and agreement to maintain it. The property owner believes it's causing water issues that is preventing the construction of the solar garden. Best option is to relocate the drain tile line around the property using a new RCP (reinforced concrete pipe) line. Estimated project cost: \$179,625. This could be added to the 2027 street project for bonding.

In November 2023, the council approved the solar garden on a property with a tile line. Sunrise Energy Ventures is moving the solar garden due to wetland jurisdiction issues. The project is being moved to the east side of 725 Street (across the street from where it was originally proposed) and is considered the same by the solar company. A waiver is needed before going to the county agenda. The county requires waivers from neighboring landowners within a quarter mile. The project is planned to start construction this year and will have the same footprint, number of panels, and wattage. There are setbacks from parcel lines and the center line of 725th. The council needs to approve the

waiver for the eastern side of the property and note that there is a tile line that runs the southern property line of the new location but is not in Meeker County Ditch program. This is very important to be protected to move the water from the city.

Michael Cathcartt of Sunrise Energy Ventures answered councils' questions on the project.

Motion by Suchy, seconded by Landrus to approve the Solar Setback Waiver with Ice House Solar 2 LLC and Ice House Solar shall locate and protect the existing drain tile line. Motion carried.

**f. City Administrator**

**Minutes:**

Eckerly reported she has been working on year-end reports for Meeker County and the State of Minnesota, and with Waste Management on renewing the contract. The contract will expand from five to fifteen pages. Citywide cleanup day is scheduled for Saturday, May 23, from 8 am to noon. Working with Sarah Oberloh to prepare for the audit. Met with Cities Digital about the laser project. Addressed requests for a well for drinking water and a private RV dump. Worked on the 2027 street project. Worked with Sarah Swedburg on rezoning a residential property to industrial. Reviewing budgets for water, sewer, and liquor enterprise funds. Waiting for the court's decision on the paid family leave rating. The Friends of the Library want to fundraise for the library project, The options to remodel the existing structure, relocate the library, or not proceed with the project. The contract with Again and Again Pro Works doesn't expire until May of 2027. This will be added to the next agenda for discussion. Respectful Workplace training is being scheduled. Chief Johnson suggested fire department officers attend the training, helping meet the limit. The training may be split into two sessions: one on the first Monday of the month for the fire department and another on the third Monday for a second group. Everyone should attend the two-hour manager session. Spoke with George Eilertson from Northland Securities about the fire hall and bond ratings, refinancing bonds is not recommended because the interest rates are already low (most are less than 2%). Eilertson suggested a capital improvement bond for the fire hall, which would require a voter referendum but would not count against the city's debt limit. Eilertson can discuss USDA funding vs. a bond at the Fire Advisory meeting on January 28, 2026, at 7:00 p.m. The council can hold a joint meeting with the Fire Advisory Committee on January 28 at 7:00 p.m. at the fire hall. George Eilertson will present options for funding the fire hall. Motion by Lalone seconded by Thurn to set a Joint City Council and Fire Advisory Board meeting on January 28, 2026, at 7:00 p.m. as a special meeting. Motion carried.

**g. City Attorney - not present**

**h. Sheriff's Department**

**Minutes:**

Deputy Kelly reported on theft reported that happened in another jurisdiction. 99 traffic stops for the month.

**9. Business Items**

- a. Motion to rescind the December 15, 2025 action to approve a new liquor license and Sunday liquor application for Thirsty's Bar & Grill under GTown LLC Sara Cassidy for January 1, 2026 to January 1, 2027, pending background check by Meeker County Sheriffs.**

Motion to approve new liquor license and Sunday liquor application for Thirsty's Bar & Grill under GTown LLC Sara Cassidy for January 1, 2026, to September 30, 2026.

**Minutes:**

Eckerly reported the city can only issues the license for the same time from as the State of MN - Dept of Public Safety issued the State license, which is to Sept. 30th of the current year.

Motion by Lalone, seconded by Landrus to rescind the December 15, 2025, action to approve a new liquor license and Sunday liquor application for Thirsty's Bar & Grill under GTown LLC Sara Cassidy for January 1, 2026, to January 1, 2027, pending background check by Meeker County Sheriffs.

Motion by Landrus, seconded by Suchy to approve new liquor license and Sunday liquor application for Thirsty's Bar & Grill under GTown LLC Sara Cassidy for January 1, 2026, to September 30, 2026.

- b. Motion to approve the engagement letter for the 2025 audit with Oberloh & Oberloh, Ltd. in the amount of \$10,850.00.**

**Minutes:**

Motion by Suchy seconded by Thurn to approve the engagement letter for the 2025 audit with Oberloh & Oberloh, Ltd. in the amount of \$10,850.00. Motion carried.

- c. Discuss email from BNSF Railroad regarding replacement of surface at 3rd St S Crossing, cost \$40,000**

**Minutes:**

Motion by Landrus, seconded by Suchy to add the BNSF Railroad crossing project to the 2027 project and notify BNSF of the plan. Motion carried.

- d. Review Code of Conduct - Annual Review**

**Minutes:**

No changes recommended.

- e. Motion to approve Resolution 2026-010 Appointing Data Practices Compliance Official for 2026**

**Minutes:**

Motion by Landrus, seconded by Suchy to approve Resolution 2026-010 Appointing Data Practices Compliance Official for 2026 the City Administrator. Motion carried.

- f. Motion to approve Pay Equity Compliance Report**

**Minutes:**

Motion by Landrus, seconded by Lalone to table the Pay Equity Compliance Report until the January 28th Special Meeting, Motion carried.

**g. Motion to approve the 2026 Final Budgets for Water, Sewer & Liquor Store Enterprises funds**

**Minutes:**

Motion by Lalone, seconded by Suchy to approve the 2026 Final Budgets for Water, Sewer & Liquor Store Enterprises funds. Motion carried.

**h. Update on RFP for Engineering/Architect firm for costs on designing new Fire Station**

**Minutes:**

Update will be given at the January 28th Special Meeting.

**i. Resolution 2026-007 Establishing and Approving Public Works Employees Annual Stipends**

**Minutes:**

Council recommended sending to Personnel Committee for discussion and recommendations.

**10. Announcements / Dates to Remember**

**Minutes:**

2026 Elected Leaders Institute Feb. 6-7, 2026, in Plymouth and Feb. 20-21, 2026, in Alexandria 2026 LMC City Day on the Hill - St Paul March 11 Charter Communication - Upcoming Change 1-12-2026 Xcel Energy Natural Gas Rate Increase Proposal for 2026 12-31-25 DAHS Annual Membership meeting, Tues. Jan. 27, 2026, 10:00 a.m. History Center Fire Advisory Board Meeting, Wed. Jan. 28, 2026, 7:00 p.m. Dassel Fire Hall Dassel Business Group, Feb. 2, 2026, noon City Hall Precinct Caucus Feb. 3, 2026, No Meetings can be held this date Dept Head meeting, Tues. Feb. 10, 2026, 7:00 a.m. at City Hall Community Education meeting, TBD Presidents Day, Feb. 16, 2026, City Hall closed City Council meeting, Tues. Feb. 17, 2026, 6:00 p.m. DAHS meeting, Tues. Feb. 24, 2026, 10:00 a.m. History Center Joint Meeting with City of Cokato, ISD 466, and City of Dassel, Mon. Mar. 2, 2026, 5:30 pm. Dassel Elementary School tour Annual Audit, March 9-11, 2026

**11. Adjourn**

**Minutes:**

Motion by Landrus, seconded by Suchy to adjourn at 7:50 pm. Motion carried.

Contact: Renee Eckerly (renee.eckerly@dassel.com 320-275-2454)

## Dassel Area Historical Society

Annual Meeting

January 28, 2025 – 10:00am

The annual meeting of the DAHS was called to order at 10:00am by President Ron Hungerford. Others in attendance were: Rae Gayner, Jon Benson, Paul Settergren, Sherrie Bjork, Mary Jensen, Bob Wilde, Terri Boese, Mechele Pitchford, Galen Nyman, Susan Anderson, Amy Wilde, Renee Eckerly, Dianne Johnson, Marlyce Erickson, Carolyn Holje and Therese O'Fallon.

It was noted that this is the 38<sup>th</sup> Annual meeting of the Board of Trustees.

**Secretary's Report:** January 2024 minutes were given by Rae Gayner. Motion made by Jon Benson to approve the minutes, seconded by Mary Jensen, motion carried.

**Treasurer's Report:** (2024 December Financial report) was given by Jon Benson.

Budget for 2024 anticipated approximately \$77,000 in income; Actual received \$59,133.53

- Membership Income \$37,645.79
- Memorial income \$3,910
- Lobby box donations \$933.56

Expected expenses for 2024 were \$101,000; Actual expenses \$62,199.11.

Larger expenses were Archiving and ground improvement

Event/Exhibit Income Budgeted: \$10,000 Actual received: \$4,120.70

Event/Exhibit Expenses Budgeted: \$38,500 Actual Expenses paid: \$8,017.99

Total Account Balance 12/2022: \$136,039.76

Total Account Balance 12/2023: \$131,299.30

Total Account Balance 12/2024: \$130,595.63

Motion made by Galen Nyman to approve the Treasurers report, seconded by Mary Jensen, motion carried.

**Director's Report:** Carolyn Holje reported on 2024

**Exhibits:** Janey Westin – Kensington Runestone; Homecoming Exhibit at DC High School; Jon Bergquist - Rediscovering a Lost Hamlet; Kurt Meyer – Water Works; James Stewart – Meeker Co Farm Buildings; Footlocker exhibit;

**Book Study with Mary Jensen:** The Crucible; Lord of the Flies.

**Programs:** Community Strings, Curtis and Loretta, Dueling Pianos, Crow River String Band, Jerry Nelson, Airborne Attraction, Country Line Dancing, Joe Cosas, Unsinkable Women, Cool it at the Mushroom Bldg.

**Events:** Fine Art Tour, Red Rooster weekend (speaker: Tim Tomlinson).

**Newsletter:** Dassel Dispatch – Four times a year

**Enterprise Dispatch Newspaper:** "Looking Back" historic articles once a month, From Our Files: 100, 50 and 10 Years ago. Worked on digitizing the newspapers and setting up separate computer for searches.

**Genealogy:** Jeanette Servin has served DAHS for many years and while she is still available for our many questions, she no longer comes in regularly to research family or Dassel history.

**Added Committee:** Education committee (Elaine Nordlie, Mechele Pitchford, Debbie Morris)

**MISC:**

- Visitors from 40 states and 10 countries
- There were 34 rentals (event room) and 50 other events, including rentals

- Special mention made of the commitment of both volunteers and the City of Dassel to DAHS. They are both essential in making DAHS work.

**Plans For 2025:**

- Readers Theatre of Our Town, Red Rooster Program (Dennis Bengtson?), Dakota Uprising Tour, “What’s In A Name – Dassel”, Susan Davis Art Exhibit
- Jerry Nelson, Airborn, Community Strings, Cowboys in Sneakers with Poor Richard’s Pizza, Dueling Pianos, Crow River String Band, Abby Johnson, Curtis and Loretta

Other Exhibits planned:

- Hatchery, Printing and Books, Manhole covers – Lydia Henry, “What is It” – Education committee, Celebrating the beginning and history of DAHS – Volunteers.

Motion made by Jon Benson to accept the Directors Report, seconded by Mechele. Approved.

**ELECTION OF BOARD MEMBERS: (3 year term)**

Up for election, for a 3-year term are:

- Mary Jensen
- Paul Settergren
- Bob Wilde

NOTE: The by-laws do not indicate a maximum number for the Board of Trustees but does have a recommendation that only 5 be up for election each year. For that reason, the Board of Trustees term/expiration dates are staggered.

Rae has reached out to Mary, Paul and Bob and they have agreed to another 3 year term. Group approval of the slate of Board Members.

**ELECTION OF EXECUTIVE OFFICERS: (1 year term)**

**President:** Ron Hungerford

**Vice President:** Paul Settergren

**Secretary:** Rae Gayner

**Treasurer:** Jon Benson

Ron has agreed to serve as President. Paul has agreed to continue on as Vice President, Jon has agreed to continue on as Treasurer (as long as Chris Gannaway continues his role as our accountant) and Rae has agreed to continue as Secretary.

Galen Nyman made a motion to accept the slate of nominees: Ron (President), Paul (Vice President), Jon (Treasurer), Rae (Secretary). Mary Jensen seconded; motion carried.

**New Executive Board Members:**

- President – Ron Hungerford
- Vice President – Paul Settergren
- Treasurer – Jon Benson
- Secretary – Rae Gayner

**Old Business - NA**

**New Business:**

- Discussion on meeting date, whether to have the Annual meeting on a date different from the Monthly Meeting. Much discussion and thoughts about sending the Zoom invite to the entire membership as many are out of state.
- Thoughts about membership costs. The lowest cost is \$15 and the board was OK with keeping the membership costs the same, at least for 2025.
- Clarification of By-Laws and that Board Members must also be members of the society. Board agreed to keep this as is.

Group decision to adjourn the meeting at 10:40AM.

## Dassel Area Historical Society

Board of Trustee's Meeting

November 25, 2025 10am

### In attendance:

Executive Board: Ron Hungerford, Jon Benson, Rae Gayner

Board of Trustees –

Voting members: Galen Nyman, Mechele Pitchford, Susan Anderson, Mary Jensen, Julie Lindquist, Renee Eckerly

Non-Voting attendees: Carolyn Holje, Therese O'Fallon, Janis Rannow

The monthly meeting of the DAHS was called to order by Ron Hungerford at 10:06am

**Secretary's meeting minutes (October)** presented by Rae.

Rae noted that the Minutes AI App that we used last month (which worked wonderfully) doesn't appear to be working today, so we'll be trying the Minutes Summary which is part of the Zoom App. Will look at purchasing the Minutes AI App as it's \$99 annually.

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

**Treasurer/Financial report (EOM October)** given by Jon.

Lots of membership checks are coming in, great news. Per Carolyn, \$37,400 so far.

- Income \$3,642.10 and expenses \$6050.56
- Treasurer Report for income/expenses and other:
  - Checking account: \$38,226.53 Edward Jones: \$83,894.04
    - Edward Jones YTD interest - \$3,207.20
  - Total non-dedicated funds \$122,120.57
- Larger expense from Ahlgren Electric, \$1,900. They have been trying a number of different things trying to determine why some of the lights are flickering in the office. They seem to have it narrowed down to possibly the office printer, but not really sure what to do about it. Still doing analysis.
- Seems to be a bit of accounting confusion with the Norwegian exhibit/program/sales. We really put Chris to the test on this one. Before anything like this again, we'll need to work out a better process.
- Jon will renew out market accounts. He let the board know that if we have any large expenditures coming up, we'll need to let him know so that he can cash one out if needed.

Treasure Report approved after motion made to accept by Galen with a second by Mechele. Motion passed.

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

- MISC:
  - Landscaping for fall has been completed and cleaned up. The work was done by a group from Hutchinson.
  - Inadvertently, a wedding was scheduled for the rental room (including a DJ) and Fungus had a performance of Cyrano on third floor. Fortunately, there wasn't a sound disruption for either event. The only really issue was parking.
  - Rentals:
    - Mechele questioned the current policy for rentals and if the renter causes property damage. Carolyn, Therese, Janis and Renee confirmed details in the contract. Galen noted that the floor is starting to show wear because people are trying to be helpful by moving tables and chairs after an event. We will build a price into the contract to try to over this.
    - Renee noted that the city is having the same problem with rentals there. Arts and crafts are making a mess of tables and chairs. Renee will also make an adjustment to city contracts to cover table/chair damage issue.
- Membership checks are coming in, \$37,400 so far. This is better than expected as many of our larger donors have passed.
- The winter months have fewer exhibits and programs scheduled.
  - Current Civil War exhibit that Therese and Janis planned and executed.
- Ergot:

- Evaluation of spaces at the history center for exhibits is underway, including the ergot exhibit.
- Dan Hoisington, has nine panels laid out, ready for review. He initially thought 300 words, then reduced it to 200 words.
  - Mary and Julie proposed that the Ergot committee review and make suggestions before the final review comes before the board. After a bit of discussion, this was agreed upon.
    - NOTE: As of the 11/25 board meeting, this has not been sent for review yet.**
      - Our last meeting of 25' will be in November. All agreed that the committee should take the time necessary to review the panels and if the panels don't come to the board until our January meeting, this is just fine.
- Jon asked if we ever received Ergot information from others as they visited. Carolyn said yes, they'd heard from a Mr Eddelston, who was in the army. He stated they were growing ergot which was being used by the CIA.
- Mary stated that they exhibit reflects blight to blessing. Carolyn noted that Bob did a lot of work on the current exhibit.
- Julie suggested regular committee meetings so that the project doesn't stall. Many agreed. Carolyn will set up a committee meeting. NOTE: The items from this meetings Old Business will be incorporated into the committee meetings for further discussion.

**Upcoming/Future Programs/Concerts, Events, Exhibits:**

**Programs/Scheduled Exhibits/Concerts:**

- NA

**Exhibits:**

- Hildred exhibit remains on 4<sup>th</sup> floor
- Magnus Johnson and Peterson Pharmacy continue

**Future Exhibits:**

- Printing exhibit.
- Dakota Uprising tour
- Old Christmas decorations

Directors Report approved after motion made to accept by Julie with a second by Renee. Motion passed.

**MISC Of Interest –**

- Cole O'Brien is interested in a QR Code program for historical sites in Dassel

**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

**City News – Presented by Renee**

- The council has hired a new attorney firm – Flaherty and Hood and have scheduled a meeting to discuss services
- A feasibility study for the 2027 street project is being considered, along with a 12-year street plan that will be posted on the city website. Ron mentioned that the Covenant Church would be interested in having the parking lot repaved during this time. Renee said she'd reached out to HOA's but she'll reach out to churches as well.
- The Council also approved a raise for the mayor and council members .
- Council is preparing for the Truth in Taxation meeting on Dec 15<sup>th</sup> to finalize the budget and levy.
- Property tax notices have been sent out, highlighting a 9% increase at the county level due to new state mandates.

**FungusAmongus: Presented by Jon**

- Fall – Cyrano de Bergerac – Performances have concluded and were well received.
- Winter – A Sherlock Carol. Some rehearsals have already begun.

Spring – Neil Simon’s Fools

Summer – Newsies. The budget for the production is \$36K and a grant is currently being written for \$10K.

**Education Committee:** Presented by Mechele

- Nothing new to report other than the committee is always looking to tie education into exhibits and events.

**Media and Promotions:** Presented by Janis

- The state museums and history centers are in the process of planning events to commemorate America’s 250<sup>th</sup> Anniversary (2026)
- Janis and Therese reached out to the State of MN History Center and were approved to receive the “Electrifying Minnesota” as a loan during January – April 2027. Along with this exhibit, it is expected that we will supplement with other items. Some brainstorming included:
  - Homemaking, Woodworking tools, Impact on farmers, Local home extension groups (Stitch and Chatter clubs), Pictorial display as to how power lines changed the landscape, maybe a line worker from the power co, Conservation, Heating changes in churches and schools, Debate team topic.
- Website: Going with Immense Impact, which will make it ADA compliant:
  - Janis has met with Bill about transferring from current website. Looking into redoing, adding and transferring information.
  - Renee will work with Janis about some companies that manage credit cards that have lesser fees. This will allow DAHS to take on-line donations and membership.
  - Work is expected to take a few months

**Old Business:**

- N/A

**New Business:**

- N/A

**Motion made by Jon to adjourn the meeting. Seconded by Galen. Meeting adjourned**

**Next Meeting – Tuesday, November 25<sup>th</sup> at 10am.**

**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 Community Chest Inc	\$1,800.00

**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 and will be utilized for the purchase of equipment by the Fire Department.

**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 17th day of February 17, 2026.

ATTEST:

\_\_\_\_\_  
Bob Lalone  
Mayor

\_\_\_\_\_  
Tracey Bergum  
City Clerk/Treasurer

**CITY OF DASSEL  
DASSEL VOLUNTEER FIRE/RESCUE DEPARTMENT  
CONTRACT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, between the City of Dassel, Minnesota, a municipal corporation, party of the first part, and the City of Darwin, County of Meeker, State of Minnesota, party of the second part for the calendar year 2026.

WHEREAS, the party of the first part has a duly organized volunteer fire/rescue department with fire/rescue fighting equipment; and

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said City, services of the first party's fire/rescue department, and the electors of said city having, pursuant to law, provided a fund for the furnishing of such service; and

WHEREAS, the first party has by appropriate action authorized its Mayor and Clerk to enter into a contract with the second party for the furnishing of said service; and

WHEREAS, the party of the second part will hold the party of the first part harmless from any and all claims, damages, causes of action, and any other liability for the provision of fire/rescue services by the City of Dassel under this/the contract.

NOW, THEREFORE, it is mutually agreed by and between the parties that for the term specified below, the fire/ rescue department of the first part will make a reasonable effort to answer any and all aid calls of the residents of the City of Darwin, and will respond to such calls with fire/rescue apparatus according to fire/rescue department procedures, (example: only allow two firefighters to respond in the tanker, CO detector calls, etc) and by such equipment as the said fire/rescue department may have available for fire/rescue protection.

That the party of the second part in consideration of the promise of the party of the first part That the party of the second part in consideration of the promise of the party of the first part hereby agrees to pay to the City of Dassel the sum of \$15,953.09 (Fifteen Thousand Nine Hundred Fifty-Three Dollars and Nine Cents) under this contract for 2025, and said sum shall be paid by the 31st day of March, 2026. The term of this contract shall be January 1<sup>st</sup>, 2026 to December 31<sup>st</sup>, 2026.

It is agreed, by and between the parties that this agreement shall continue in force and effect for a period of one (1) year with the privilege of canceling by either party upon thirty (30) days written notice. Furthermore, the amount due of \$15,953.09 for contract year 2026 is based on the formula approved by the Fire Advisory Board.

**CITY OF DARWIN**

**CITY OF DASSEL**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Bob Lalone, Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Tracey Bergum, Clerk/Treasurer

**CITY OF DASSEL**  
**DASSEL VOLUNTEER FIRE/RESCUE DEPARTMENT**  
**CONTRACT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, between the City of Dassel, Minnesota, a municipal corporation, party of the first part, and the City of Kingston, County of Meeker, State of Minnesota, party of the second part for the calendar year 2026.

WHEREAS, the party of the first part has a duly organized volunteer fire/rescue department with fire/rescue fighting equipment; and

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said City, services of the first party's fire/rescue department, and the electors of said city having, pursuant to law, provided a fund for the furnishing of such service; and

WHEREAS, the first party has by appropriate action authorized its Mayor and Clerk to enter into a contract with the second party for the furnishing of said service; and

WHEREAS, the party of the second part will hold the party of the first part harmless from any and all claims, damages, causes of action, and any other liability for the provision of fire/rescue services by the City of Dassel under this/the contract.

NOW, THEREFORE, it is mutually agreed by and between the parties that for the term specified below, the fire/ rescue department of the first part will make a reasonable effort to answer any and all aid calls of the residents of the City of Kingston, and will respond to such calls with fire/rescue apparatus according to fire/rescue department procedures, (example: only allow two firefighters to respond in the tanker, CO detector calls, etc) and by such equipment as the said fire/rescue department may have available for fire/rescue protection.

That the party of the second part in consideration of the promise of the party of the first part That the party of the second part in consideration of the promise of the party of the first part hereby agrees to pay to the City of Dassel the sum of \$7,216.99 (Seven Thousand Two Hundred Sixteen Dollars and Ninety-Nine Cents) under this contract for 2026, and said sum shall be paid by the 31st day of March, 2026. The term of this contract shall be January 1<sup>st</sup>, 2026 to December 31<sup>st</sup>, 2026.

It is agreed, by and between the parties that this agreement shall continue in force and effect for a period of one (1) year with the privilege of canceling by either party upon thirty (30) days written notice. Furthermore, the amount due of \$7,216.99 for contract year 2026 is based on the formula approved by the Fire Advisory Board.

**CITY OF KINGSTON**

**CITY OF DASSEL**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Bob Lalone, Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Tracey Bergum, Clerk/Treasurer

**CITY OF DASSEL  
DASSEL VOLUNTEER FIRE/RESCUE DEPARTMENT  
CONTRACT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, between the City of Dassel, Minnesota, a municipal corporation, party of the first part, and the Dassel Township, County of Meeker, State of Minnesota, party of the second part for the calendar year 2026.

WHEREAS, the party of the first part has a duly organized volunteer fire/rescue department with fire/rescue fighting equipment; and

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said City, services of the first party's fire/rescue department, and the electors of said city having, pursuant to law, provided a fund for the furnishing of such service; and

WHEREAS, the first party has by appropriate action authorized its Chair and Clerk to enter into a contract with the second party for the furnishing of said service; and

WHEREAS, the party of the second part will hold the party of the first part harmless from any and all claims, damages, causes of action, and any other liability for the provision of fire/rescue services by the City of Dassel under this/the contract.

NOW, THEREFORE, it is mutually agreed by and between the parties that for the term specified below, the fire/ rescue department of the first part will make a reasonable effort to answer any and all aid calls of the residents of the Dassel Township, and will respond to such calls with fire/rescue apparatus according to fire/rescue department procedures, (example: only allow two firefighters to respond in the tanker, CO detector calls, etc) and by such equipment as the said fire/rescue department may have available for fire/rescue protection.

That the party of the second part in consideration of the promise of the party of the first part That the party of the second part in consideration of the promise of the party of the first part hereby agrees to pay to the City of Dassel the sum of \$77,701.54 (Seventy-Seven Thousand Seven Hundred One Dollars and Fifty-Four Cents) under this contract for 2026, and said sum shall be paid by the 31st day of March, 2026. The term of this contract shall be January 1<sup>st</sup>, 2026, to December 31<sup>st</sup>, 2026.

It is agreed, by and between the parties that this agreement shall continue in force and effect for a period of one (1) year with the privilege of canceling by either party upon thirty (30) days written notice. Furthermore, the amount due of \$77,701.54 for contract year 2026 is based on the formula approved by the Fire Advisory Board.

**DASSEL TOWNSHIP**

**CITY OF DASSEL**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Bob Lalone, Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Tracey Bergum, Clerk/Treasurer

**CITY OF DASSEL  
DASSEL VOLUNTEER FIRE/RESCUE DEPARTMENT  
CONTRACT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the City of Dassel, Minnesota, a municipal corporation, party of the first part, and the Darwin Township, County of Meeker, State of Minnesota, party of the second part for the calendar year 2026.

WHEREAS, the party of the first part has a duly organized volunteer fire/rescue department with fire/rescue fighting equipment; and

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said City, services of the first party's fire/rescue department, and the electors of said city having, pursuant to law, provided a fund for the furnishing of such service; and

WHEREAS, the first party has by appropriate action authorized its Chair and Clerk to enter into a contract with the second party for the furnishing of said service; and

WHEREAS, the party of the second part will hold the party of the first part harmless from any and all claims, damages, causes of action, and any other liability for the provision of fire/rescue services by the City of Dassel under this/the contract.

NOW, THEREFORE, it is mutually agreed by and between the parties that for the term specified below, the fire/ rescue department of the first part will make a reasonable effort to answer any and all aid calls of the residents of the Darwin Township, and will respond to such calls with fire/rescue apparatus according to fire/rescue department procedures, (example: only allow two firefighters to respond in the tanker, CO detector calls, etc) and by such equipment as the said fire/rescue department may have available for fire/rescue protection.

That the party of the second part in consideration of the promise of the party of the first part That the party of the second part in consideration of the promise of the party of the first part hereby agrees to pay to the City of Dassel the sum of \$12,338.28 (Twelve Thousand Three Hundred Thirty-Eight Dollars and Twenty-Eighty Cents) under this contract for 2026, and said sum shall be paid by the 31st day of March, 2026. The term of this contract shall be January 1<sup>st</sup>, 2026, to December 31<sup>st</sup>, 2026.

It is agreed, by and between the parties that this agreement shall continue in force and effect for a period of one (1) year with the privilege of canceling by either party upon thirty (30) days written notice. Furthermore, the amount due of \$12,338.28 for contract year 2026 is based on the formula approved by the Fire Advisory Board.

**DARWIN TOWNSHIP**

**CITY OF DASSEL**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Bob Lalone, Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Tracey Bergum, Clerk/Treasurer

**CITY OF DASSEL  
DASSEL VOLUNTEER FIRE/RESCUE DEPARTMENT  
CONTRACT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the City of Dassel, Minnesota, a municipal corporation, party of the first part, and the Ellsworth Township, County of Meeker, State of Minnesota, party of the second part for the calendar year 2026.

WHEREAS, the party of the first part has a duly organized volunteer fire/rescue department with fire/rescue fighting equipment; and

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said City, services of the first party's fire/rescue department, and the electors of said city having, pursuant to law, provided a fund for the furnishing of such service; and

WHEREAS, the first party has by appropriate action authorized its Chair and Clerk to enter into a contract with the second party for the furnishing of said service; and

WHEREAS, the party of the second part will hold the party of the first part harmless from any and all claims, damages, causes of action, and any other liability for the provision of fire/rescue services by the City of Dassel under this/the contract.

NOW, THEREFORE, it is mutually agreed by and between the parties that for the term specified below, the fire/ rescue department of the first part will make a reasonable effort to answer any and all aid calls of the residents of the Ellsworth Township, and will respond to such calls with fire/rescue apparatus according to fire/rescue department procedures, (example: only allow two firefighters to respond in the tanker, CO detector calls, etc) and by such equipment as the said fire/rescue department may have available for fire/rescue protection.

That the party of the second part in consideration of the promise of the party of the first part That the party of the second part in consideration of the promise of the party of the first part hereby agrees to pay to the City of Dassel the sum of \$25,095.96 (Twenty-Five Thousand Ninety-Five Dollars and Ninety-Six Cents) under this contract for 2026, and said sum shall be paid by the 31st day of March, 2026. The term of this contract shall be January 1<sup>st</sup>, 2026, to December 31<sup>st</sup>, 2026.

It is agreed, by and between the parties that this agreement shall continue in force and effect for a period of one (1) year with the privilege of canceling by either party upon thirty (30) days written notice. Furthermore, the amount due of \$25,095.96 for contract year 2026 is based on the formula approved by the Fire Advisory Board.

**ELLSWORTH TOWNSHIP**

**CITY OF DASSEL**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Bob Lalone, Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Tracey Bergum, Clerk/Treasurer

**CITY OF DASSEL  
DASSEL VOLUNTEER FIRE/RESCUE DEPARTMENT  
CONTRACT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, between the City of Dassel, Minnesota, a municipal corporation, party of the first part, and the Kingston Township, County of Meeker, State of Minnesota, party of the second part for the calendar year 2026.

WHEREAS, the party of the first part has a duly organized volunteer fire/rescue department with fire/rescue fighting equipment; and

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said City, services of the first party's fire/rescue department, and the electors of said city having, pursuant to law, provided a fund for the furnishing of such service; and

WHEREAS, the first party has by appropriate action authorized its Chair and Clerk to enter into a contract with the second party for the furnishing of said service; and

WHEREAS, the party of the second part will hold the party of the first part harmless from any and all claims, damages, causes of action, and any other liability for the provision of fire/rescue services by the City of Dassel under this/the contract.

NOW, THEREFORE, it is mutually agreed by and between the parties that for the term specified below, the fire/ rescue department of the first part will make a reasonable effort to answer any and all aid calls of the residents of the Kingston Township, and will respond to such calls with fire/rescue apparatus according to fire/rescue department procedures, (example: only allow two firefighters to respond in the tanker, CO detector calls, etc) and by such equipment as the said fire/rescue department may have available for fire/rescue protection.

That the party of the second part in consideration of the promise of the party of the first part That the party of the second part in consideration of the promise of the party of the first part hereby agrees to pay to the City of Dassel the sum of \$28,912.03 (Twenty-Eight Thousand Nine Hundred Twelve Dollars and Three Cents) under this contract for 2026, and said sum shall be paid by the 31st day of March, 2026. The term of this contract shall be January 1<sup>st</sup>, 2026, to December 31<sup>st</sup>, 2026.

It is agreed, by and between the parties that this agreement shall continue in force and effect for a period of one (1) year with the privilege of canceling by either party upon thirty (30) days written notice. Furthermore, the amount due of \$28,912.03 for contract year 2026 is based on the formula approved by the Fire Advisory Board.

**KINGSTON TOWNSHIP**

**CITY OF DASSEL**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Bob Lalone, Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Tracey Bergum, Clerk/Treasurer

**CITY OF DASSEL  
DASSEL VOLUNTEER FIRE/RESCUE DEPARTMENT  
CONTRACT**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, between the City of Dassel, Minnesota, a municipal corporation, party of the first part, and the Collinwood Township, County of Meeker, State of Minnesota, party of the second part for the calendar year 2026.

WHEREAS, the party of the first part has a duly organized volunteer fire/rescue department with fire/rescue fighting equipment; and

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said City, services of the first party's fire/rescue department, and the electors of said city having, pursuant to law, provided a fund for the furnishing of such service; and

WHEREAS, the first party has by appropriate action authorized its Chair and Clerk to enter into a contract with the second party for the furnishing of said service; and

WHEREAS, the party of the second part will hold the party of the first part harmless from any and all claims, damages, causes of action, and any other liability for the provision of fire/rescue services by the City of Dassel under this/the contract.

NOW, THEREFORE, it is mutually agreed by and between the parties that for the term specified below, the fire/ rescue department of the first part will make a reasonable effort to answer any and all aid calls of the residents of the Collinwood Township, and will respond to such calls with fire/rescue apparatus according to fire/rescue department procedures, (example: only allow two firefighters to respond in the tanker, CO detector calls, etc) and by such equipment as the said fire/rescue department may have available for fire/rescue protection.

That the party of the second part in consideration of the promise of the party of the first part That the party of the second part in consideration of the promise of the party of the first part hereby agrees to pay to the City of Dassel the sum of \$56,619.11 (Fifty-Six Thousand Six Hundred Nineteen Dollars and Eleven Cents) under this contract for 2026, and said sum shall be paid by the 31st day of March, 2026. The term of this contract shall be January 1<sup>st</sup>, 2026 to December 31<sup>st</sup>, 2026.

It is agreed, by and between the parties that this agreement shall continue in force and effect for a period of one (1) year with the privilege of canceling by either party upon thirty (30) days written notice. Furthermore, the amount due of \$56,619.11 for contract year 2026 is based on the formula approved by the Fire Advisory Board.

**COLLINWOOD TOWNSHIP**

**CITY OF DASSEL**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Bob Lalone, Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Tracey Bergum, Clerk/Treasurer

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

**February 2026**

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

**Planning for 2026 –**

Group Decision approval of \$600 for their concert on Feb. 21. We usually charge \$10/ticket.

Approval of \$1200 for Airborn performance on Aug.7. We usually charge \$10 a ticket.

Building and office needs are being assessed.

New air conditioning is being installed

There are many plans for exhibits, programs, music, theatre, projects, events for 2026 and beyond.

If you would like to see the specifics, a seven-page document about those plans and ideas is available for your perusal. The document was started several years ago, and when ideas are completed, they are removed; new ideas are added continually. Some events are not planned; they just happen. Ideas surface and are executed when they fit in.

Your suggestions and ideas are welcome.

## Liquor Store

	Cost of Good		Gross Profit		Growth %	2025	2024	2023	2022	2021	2020
	2026 Gross Sales	Sold	Gross Profit	%							
Jan	\$ 79,210.61	\$ 57,321.54	\$ 21,889.07	28%	0%	\$ 79,068.15	\$ 78,902.39	\$ 83,519.07	\$ 86,497.18	\$ 103,006.56	\$ 84,851.41
Feb			\$ -	#DIV/0!	-100%	\$ 74,933.06	\$ 79,114.27	\$ 88,229.64	\$ 88,822.30	\$ 93,595.13	\$ 84,679.83
Mar			\$ -	#DIV/0!	-100%	\$ 83,986.37	\$ 89,400.77	\$ 96,207.42	\$ 94,419.40	\$ 105,366.78	\$ 125,469.96
Apr			\$ -	#DIV/0!	-100%	\$ 90,944.43	\$ 89,932.83	\$ 101,729.09	\$ 101,990.20	\$ 111,477.81	\$ 135,457.28
May			\$ -	#DIV/0!	-100%	\$ 112,153.13	\$ 125,343.99	\$ 133,711.11	\$ 125,300.13	\$ 137,816.79	\$ 166,196.43
Jun			\$ -	#DIV/0!	-100%	\$ 98,177.71	\$ 112,939.87	\$ 146,918.07	\$ 143,156.80	\$ 142,970.10	\$ 152,792.72
Jul			\$ -	#DIV/0!	-100%	\$ 114,826.81	\$ 125,446.41	\$ 135,529.73	\$ 148,990.37	\$ 157,498.35	\$ 170,289.30
Aug			\$ -	#DIV/0!	-100%	\$ 108,925.03	\$ 114,273.28	\$ 121,073.47	\$ 121,411.40	\$ 126,696.75	\$ 146,544.48
Sep			\$ -	#DIV/0!	-100%	\$ 90,754.49	\$ 86,769.92	\$ 117,082.11	\$ 125,522.69	\$ 118,904.19	\$ 126,685.79
Oct			\$ -	#DIV/0!	-100%	\$ 89,973.16	\$ 89,274.25	\$ 98,507.27	\$ 106,315.17	\$ 114,317.15	\$ 122,201.79
Nov			\$ -	#DIV/0!	-100%	\$ 93,766.80	\$ 91,941.22	\$ 100,091.46	\$ 104,464.97	\$ 105,407.93	\$ 117,977.05
Dec			\$ -	#DIV/0!	-100%	\$ 103,381.49	\$ 105,066.39	\$ 113,228.84	\$ 117,422.03	\$ 122,868.03	\$ 139,890.73
YTD	\$ 79,210.61	\$ 57,321.54	\$ 21,889.07	28%	100%	\$ 1,140,890.63	\$ 1,188,405.59	\$ 1,335,827.28	\$ 1,364,312.64	\$ 1,439,925.57	\$ 1,573,036.77
Annual % Growth											

Met with the MMBA consultant January 29th  
 Implimenting some ideas she suggested  
 Working on clearing out slow moving inventory  
 Getting a few applications for our open positions

Please contact me with any question and concerns  
 Thank you

Heather Moy

# Public Works Director Report

## Street Department:

- We have been continuing to plow and salt as needed. We were out doing some belly scrapping and cleaning up of sidewalk approaches with the warming weather.
- We have received load of salt and sand.
- We have removed holiday decorations with weather warming up.

## Water Dept.

- We have been continuing to sample and test as needed.
- We were out with the warm up doing a little hydrant flushing in our low use areas.
- I am currently working on the DNR Conservation Report. We had a total of 37,873,700 gallons of water pulled from the wells this year. That is down around 2.5 million gallons from last year.
- We have been working on an injection issue for chlorine. We have solved the issue and are continuing to monitor.

## Sewer Dept.

- We have finally received an updated copy of our permit from the state.
- Continuing to monitor and sample as needed.

## Equipment

- We have been having a few break downs and repairs.
- We had to put a tire on the red sterling due to separation of plys.
- The loader needed new accumulators for the brake system.
- The alternator on the ¾ ton Chevy.
- We are continuing to do repairs and maintenance as needed.

## Parks

- We have been doing our best to keep a good ice rink going. With the current weather the ice is not the greatest. We will continue to try to keep in best shape as weather allows.
- We did have to replace the door to the warming house due to the window being broken. It was an accident that was reported. We have installed a grating to help from this happening again.

- There was some slight vandalism to light switches at the warming hose also that has been repaired.

### **Building/Property**

- We have had a few issues with furnaces at a couple of the buildings. The repairs have been made to the ones at the bottom shop and the water plant. The one at the sewer plant needs to be replaced.

## **City Administrator February 2026 Report**

1. We have been working on annual year end reports to submit to Meeker County and the State of Minnesota.
2. Working with Venesa from Waste Management regarding the renewal of the contract for refuse service..
3. Working with Sarah Oberloh regarding the 2025 audit preparation notifications and work.
4. Presentation from GoGov regarding City app. I have emailed the information regarding the product and the video of the demonstration. The price is \$3,600 for a year. Tracey Bergum, City Clerk is in the process of upgrading our website to Municipal Impact will is \$4,300 cheaper than our current web provider. I have calls into City of Jackson, Benson and Janesville to find out what their experience has been with the app. AT this time I am researching options, but would like Council feedback.
5. I attended the following meeting: Joint Fire Advisory & Council meeting, Department Head meeting, Red Rooster Committee meeting and Safety Committee.
6. I have had several personnel issues.
7. I met with Brenda Visnovec, Minnesota Municipal Beverage Association to have her do an analysis of the liquor store. That report was emailed to the Council. I have met with Heather Moy, Liquor Store Manager to start implementing the recommendations.
8. I attending a Housing Grant Award webinar, I enrolled in University of Minnesota Economic Training.
9. I had zoom meeting with attorneys at Flaherty & Hood regarding ordinances, land purchase (March 16 close session), Red Rooster Committee 501c3 and personnel issues.
10. I went to the City of Paynesville new liquor store Open House.
11. Bill Bruce and many others were at city hall to fix the Charter broadcast channel.
12. Tracy Bergum attended the LMC Legislative webinar and we had a zoom meeting with the Pay Equity Administrator at the State of MN..
13. The Administration staff is short-handed and is working hard to adjust the additional work between us to get everything covered.

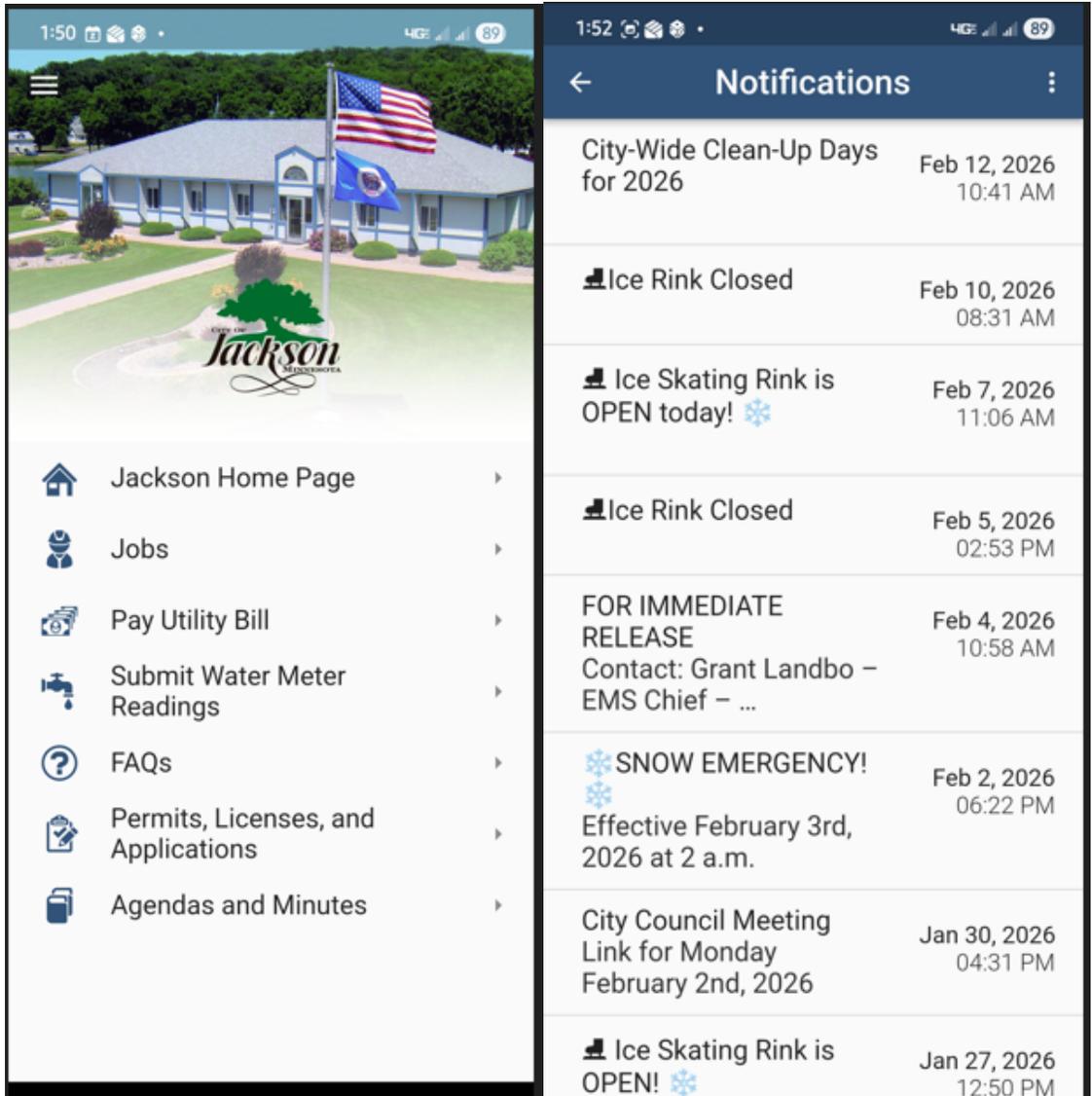
### **Questions:**

1. Venesa Gutierrez, WasteManagement, Would like to know which Annual Price Adjustment Options the Council would prefer in the contract.
  - a. 5% fixed, or
  - b. CPI-WST (Consumer Price Index for Water, Sewer, Trash)

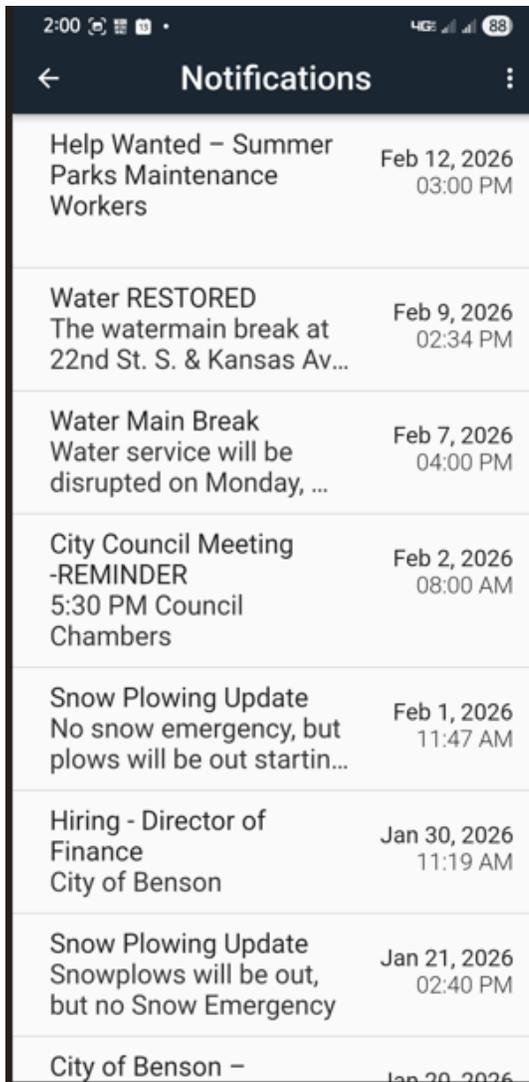
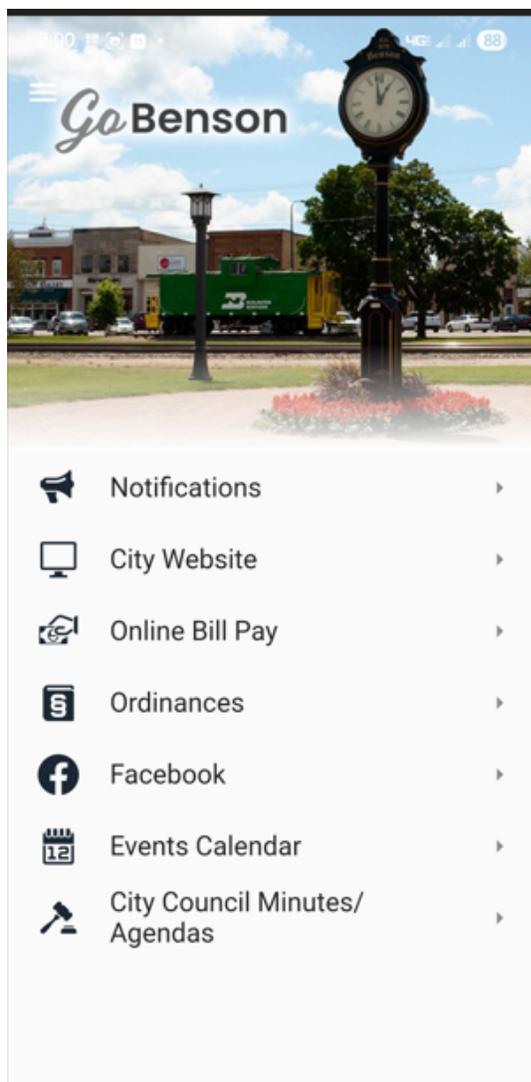
CPI-WST ties adjustments directly to federal waste-related cost trends. Recent figures have shown a downward trend (2023: 5.425%, 2024: 4.975%, 2025: 4.92%). Some cities prefer the predictability of a fixed rate, while others like CPI-WST because it fluctuates with market conditions. Whatever best supports your budgeting approach will work on our end.

2. What was your feedback on the app.

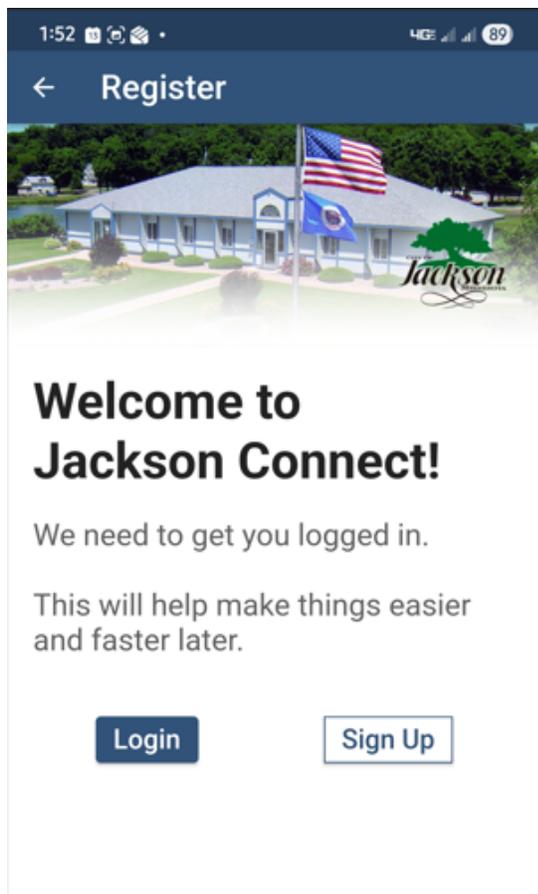
**City of Jackson MN – Go Gov app screens.**



**City of Benson MN – Go Gov app screens.**



## City of Jackson MN – Go Gov app screens.



### Why do I need to Register?

Registered users can get updates on requests, receive notifications & alerts, save time typing and more.

Some Service Requests require that staff be able to contact you for additional questions.

### Who can see my info?

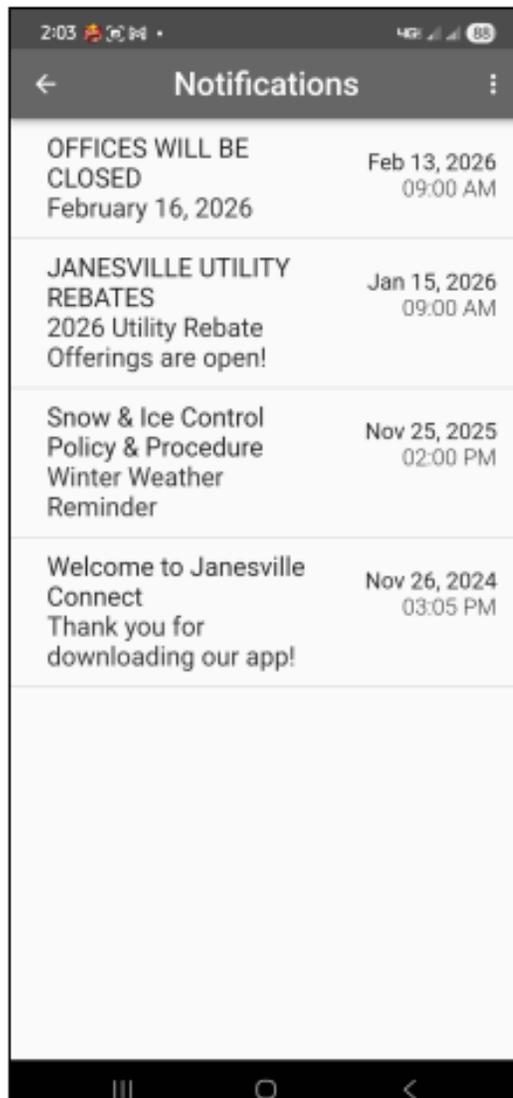
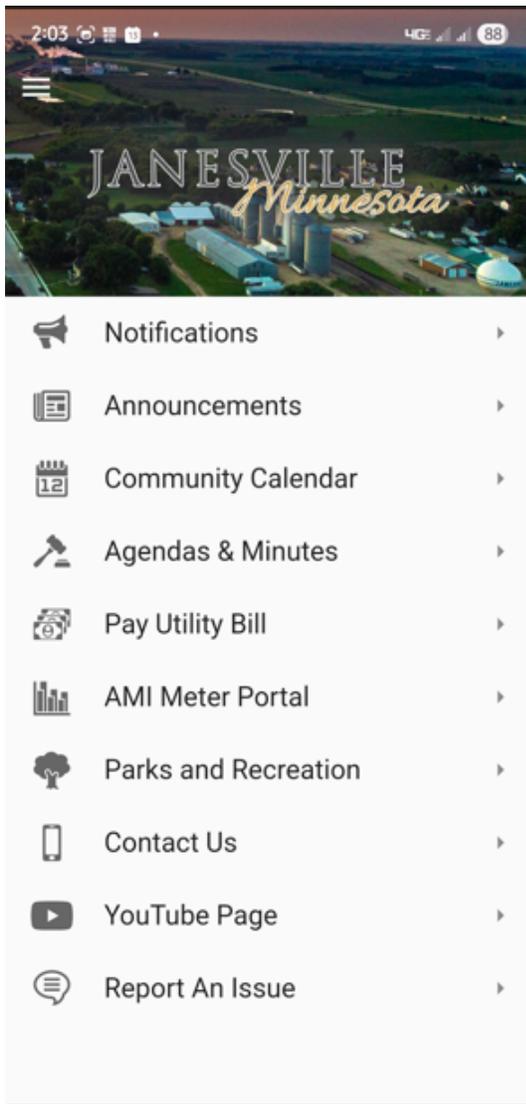
Only verified staff can see your contact information.

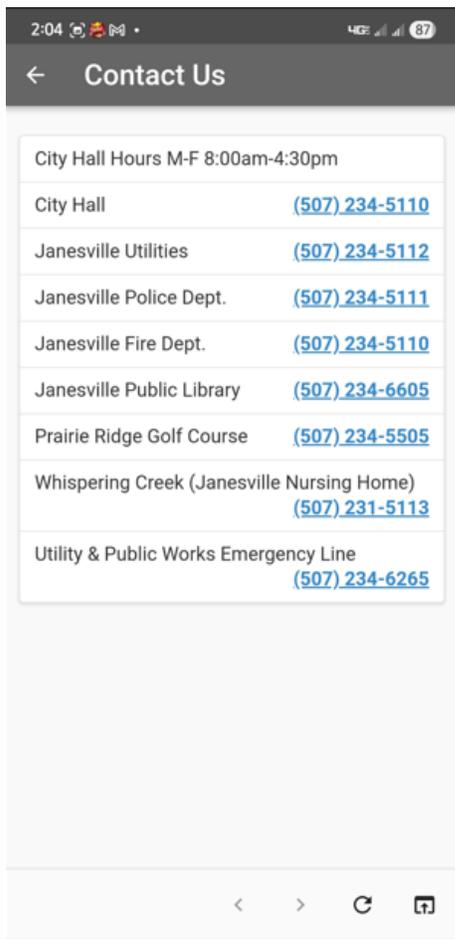
If you choose to submit a request publicly, only your first name and last initial will be visible publicly.

### Remaining Anonymous

Don't worry! When you submit requests, you will still have the option to remain anonymous **for many topics**. Even staff won't know who you are.

City of Janesville MN – Go Gov app screens.





# City of Dassel, MN

## Citizen Notifications & Alerts

February 5, 2026

**Prepared By:**

Kevin Strauss

(631) 861-5812

[Kevin@gogovapps.com](mailto:Kevin@gogovapps.com)

**Prepared For:**

Renee Eckerly

City Administrator

[Renee.eckerly@dassel.com](mailto:Renee.eckerly@dassel.com)

Subscriptions & Services

Description	Amount
<b>GONotify</b> Citizen Notifications & Alerts (Notify) - Unlimited Subscription	<b>\$3,600</b> /year
<b>Services: \$0     Annually: \$3,600</b>	

Order Details

Primary Contact			
<b>Contact Name:</b>		<b>Phone:</b>	
<b>Title:</b>		<b>Email:</b>	

Billing Information			
<b>Contact Name:</b>		<b>Phone:</b>	
<b>PO #:</b> (Optional)		<b>Email:</b>	

Contract Term Information	
<b>Initial Subscription Period:</b>	12 months starting:

## Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the “Special Terms & Exceptions” section.

1. **Ownership & License:** GOGov, LLC. (dba “GOGov”) owns all intellectual property in the software products listed in the Subscription and Services section (collectively “Software” or “Subscription Services”) in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this “Agreement”) will be effective as of the date of last signature of the Order Form (“Effective Date”) and will be governed by the laws in force in the State of New York.
2. **Software License.** The Software subscription and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use the Software if you maintain your annual subscription.
3. **Continued Services**
  - 3.1 *Hosting.* GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
  - 3.2 *Ownership of Data.* All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer’s data without additional charge through a downloadable zip file provided the customer is current on payments.
4. **Payment Terms & Fees**
  - 4.1 *Subscription Term and Termination.* The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer’s subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at [Billing@GOGovApps.com](mailto:Billing@GOGovApps.com) not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.
  - 4.2 *Payment Terms.* Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are **NET 30** Days from the invoice date.
  - 4.3 *Taxes & Obligations.* Customer agrees to pay the amounts specified in the Order, which are non-cancelable and non-refundable, based on services purchased, not usage. Fees do not include any applicable taxes (e.g. sales, VAT, or withholding). For non-tax-exempt customers, Customer is responsible for paying all Taxes associated with its purchases hereunder and may be invoiced separately by GOGov.
  - 4.4 *Convenience Fees.* For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
  - 4.5 *Voice & SMS.* For customers using Voice and SMS services only. Customer must purchase a minimum of 10,000 credits per year to keep the Voice & SMS subscription active. Credits are non-refundable but will carry forward as long as the subscription remains active. Each SMS message uses 1-credit for each segment (160 characters) sent or received. Voice services use 1-credit per minute of outbound or inbound calls, except for calls to Alaska (907 area code) which cost 7-credits per minute (credit costs are subject to change). Upon cancellation of the Voice & SMS subscription any unused credits are forfeit and the leased Phone Number will be released and no longer available. Customer must abide by all federal and state laws and regulations for SMS & Voice calling usage including following a proper opt-in process ([gogovapps.com/terms#sms](http://gogovapps.com/terms#sms)).
5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov’s cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed 50% of the annual contract value at the point in time when the circumstances came about to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.

- 6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact [Support@GOGovApps.com](mailto:Support@GOGovApps.com) to have objections considered.
- 7. **Other Provisions**
  - 7.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.
  - 7.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 8. **Special Terms & Exceptions.** None.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

**GOGov, LLC**

**City of Dassel, MN**

**Sign:** \_\_\_\_\_  
**Name:** Daryl Blowes  
\_\_\_\_\_  
**Title:** CEO  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

**Sign:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
\_\_\_\_\_  
**Title:** \_\_\_\_\_  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

*Additional Customer Signatures (Optional)*

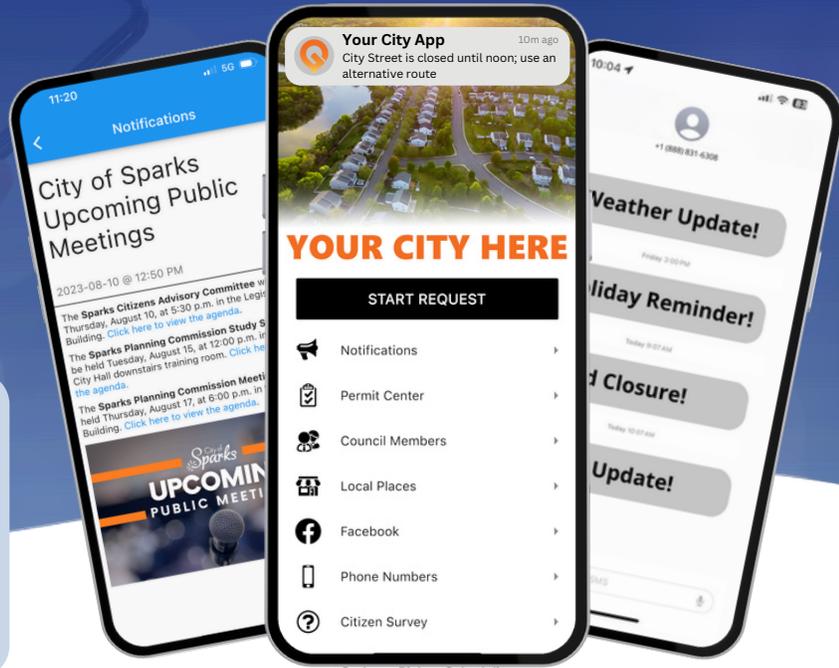
**Sign:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
\_\_\_\_\_  
**Title:** \_\_\_\_\_  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

**Sign:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
\_\_\_\_\_  
**Title:** \_\_\_\_\_  
\_\_\_\_\_  
**Date:** \_\_\_\_\_



# Citizen Notifications

600+ customers  
3m+ citizens engaged  
8m+ issues resolved



## Benefits for Citizen Notifications



### Send Targeted Content

Setup subscription groups, geo-target alerts, or create private groups for staff, business owners and specialized audiences.



### Branded Mobile App

Provide citizens 24/7 access to notifications, services, and information directly from their local government.



### Multi-Channel Communication

Mobile app, email, SMS, voice, social media, and embeddable web feeds to reach citizens wherever they are.

## All of Your Communication In One Spot

- ✓ Event Updates
- ✓ Election Information
- ✓ Weather Updates
- ✓ Road Closures
- ✓ Holiday Reminders
- ✓ Meeting Information
- ✓ Staff Only Alerts
- ✓ Facility Closures
- ✓ And More...



Get Started Today!

## Citizen Benefits

### Branded Mobile App & Portal

One place to access all notifications and important information directly from your local municipality. New portal features enhanced search, filtering, and preference management.

### Direct Communication

Important updates delivered directly to your phone. Reply to notifications to ask questions and get answers from agency staff.

### Enhanced Resident Control

Residents now manage their own contact methods and subscription preferences.

## Staff Benefits

### Message Editor & Workflow

Create detailed and stylish communications with our user-friendly editor. Route drafts to publishers for review and approval before sending—ensuring accuracy and consistency.

### Multi-Channel Publishing

Push content to all important channels such as email, mobile push notifications, SMS/texting, voice, and social media with just a few clicks.

### Smart Management Tools

Use templates for consistent messaging, schedule notifications in advance, and set up subscription groups or geo-target alerts. Create staff-only channels and manage subscribers with bulk invitations and assignments from mobile or desktop.

## Manager Benefits

### Efficient Communication

Quickly share important updates to residents for improved responsiveness across multiple communication channels.

### Enhanced Citizen Engagement

Engage residents more effectively by providing timely and relevant information.

### Streamlined Operations

Foster community involvement with timely notifications and updates. New approval workflows ensure accuracy and consistency before messages go live.

## Support & Training

### All-Inclusive Training & Support

We provide unlimited access to a dedicated trainer as well as unlimited access to our support team via phone, web and email.

### Ongoing Training & Support

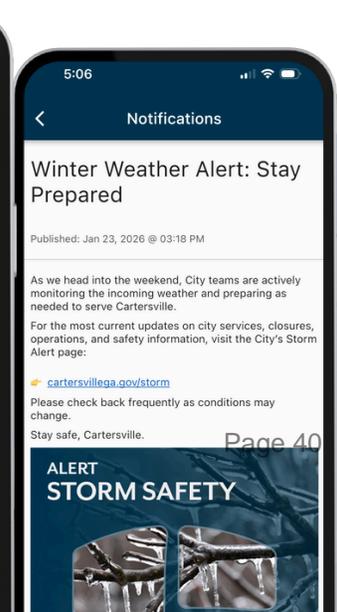
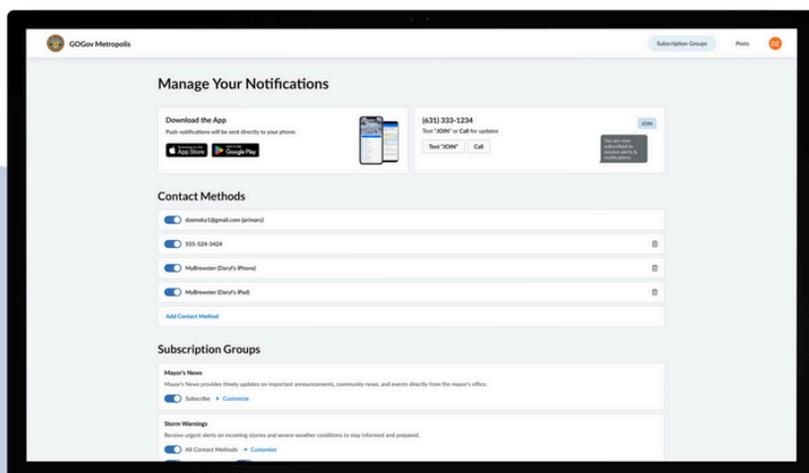
Continuous assistance to adapt to changes, train new staff, and maintain performance.

### Performance & Reliability

Dependable products with world-class infrastructure for uninterrupted service availability.

### Marketing Support Included

Benefit from GOGov's continuous marketing support to keep your community engaged with the app.





# 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 February 2, 2026

CFS Date/Time	CFS #	Street Name	Deputy	Call/Complaint	Disposition
<b>911 Hang Up Total: 3</b>					
01/10/26 21:58:22	CFS26000447		814TB	911 Hang Up	Clear
01/15/26 15:23:44	CFS26000641		805AH	911 Hang Up	Clear
01/17/26 15:14:49	CFS26000722		812SH	911 Hang Up	Clear
<b>Agency Standby / Assist Total: 2</b>					
01/03/26 15:21:48	CFS26000095		117JI	Agency Standby / Assist	Gone On Arrival (GOA)/Unable to Locate (UTL)
01/18/26 19:52:17	CFS26000760		128SB	Agency Standby / Assist	Arrest
<b>Animal - Dog Total: 2</b>					
01/02/26 16:50:08	CFS26000067		128SB	Animal - Dog	Assisted
01/04/26 03:05:13	CFS26000117		122EA	Animal - Dog	Gone On Arrival (GOA)/Unable to Locate (UTL)
<b>ATV Complaint Total: 1</b>					
01/07/26 16:42:09	CFS26000286		125JK	ATV Complaint	Clear
<b>Child Abuse - Neglect - Maltreatment Total: 1</b>					
01/06/26 13:38:29	CFS26000214		112JC	Child Abuse - Neglect - Maltreatment	No Report Taken
<b>Death Investigation Total: 1</b>					
01/12/26 06:30:03	CFS26000484		127DW	Death Investigation	Report Taken
<b>Driving Complaint Total: 2</b>					
01/16/26 21:05:27	CFS26000701		128SB	Driving Complaint	Assisted
01/25/26 18:14:22	CFS26001025		125JK	Driving Complaint	Warning
<b>Drug Take Back Total: 1</b>					
01/15/26 09:30:46	CFS26000622		125JK	Drug Take Back	Clear
<b>Found Property Total: 2</b>					
01/12/26 15:17:03	CFS26000499		125JK	Found Property	Clear
01/20/26 12:18:14	CFS26000820		125JK	Found Property	Clear
<b>Info Total: 1</b>					
01/29/26 11:32:39	CFS26001164		127DW	Info	

**Medical Total: 2**

CFS Date/Time	CFS #	Street Name	Deputy	Call/Complaint	Disposition
01/01/26 08:00:01	CFS26000008		MAYO1, 125JK, DFR1	Medical	Clear
01/07/26 11:47:47	CFS26000269		128SB, MAYO1, DFR1	Medical	EMS Transport

### Motorist Assist Total: 2

01/12/26 17:01:18	CFS26000508		125JK	Motorist Assist	Clear
01/23/26 15:57:02	CFS26000942		125JK	Motorist Assist	Clear

### Noise Total: 1

01/13/26 08:43:42	CFS26000534		128SB	Noise	Clear
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### OFP Violation Total: 1

01/28/26 13:34:05	CFS26001130		108ZL	OFP Violation	Report Taken
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### Parking Total: 1

01/22/26 05:39:58	CFS26000892		118JO	Parking	Clear
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### POR Total: 1

01/30/26 14:18:42	CFS26001218		112JC	POR	Handled By Officer / Deputy
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### Public Assist Total: 2

01/01/26 10:02:40	CFS26000012		125JK	Public Assist	Clear
01/22/26 05:13:36	CFS26000891		118JO	Public Assist	Clear

### Public Works / Utilities Total: 1

01/19/26 12:49:21	CFS26000780		125JK	Public Works / Utilities	Clear
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### Suspicious Vehicle Total: 1

01/15/26 23:46:44	CFS26000657		120ND	Suspicious Vehicle	Clear
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### Threats Total: 1

01/21/26 19:43:55	CFS26000882		118JO	Threats	Clear
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### Traffic Stop Total: 98

01/01/26 07:23:35	CFS26000006	PARKER AV E	125JK	Traffic Stop	Warning
01/01/26 07:51:56	CFS26000007	PARKER AV W	125JK	Traffic Stop	Warning
01/01/26 08:01:12	CFS26000009	US HWY 12	125JK	Traffic Stop	Warning
01/01/26 12:18:08	CFS26000018	PARKER AV W	125JK	Traffic Stop	Warning
01/01/26 12:25:09	CFS26000019	PARKER AV W	125JK	Traffic Stop	Citation Issued
01/01/26 12:46:48	CFS26000020	4 ST N	125JK	Traffic Stop	Warning
01/01/26 13:28:38	CFS26000023	1 ST N	125JK	Traffic Stop	Warning
01/01/26 13:36:50	CFS26000025	PARKER AV E	125JK	Traffic Stop	Warning
01/01/26 13:44:32	CFS26000026	GUY ST	125JK	Traffic Stop	Warning
01/01/26 14:00:44	CFS26000027	PARKER AV W	125JK	Traffic Stop	Warning
01/01/26 14:13:37	CFS26000028	PARKER AV W	125JK	Traffic Stop	Citation Issued
01/01/26 14:54:20	CFS26000029	MAPLE ST	125JK	Traffic Stop	Warning
01/01/26 15:55:06	CFS26000032	US HWY 12	125JK	Traffic Stop	Warning
01/01/26 16:01:15	CFS26000033	2 ST N	125JK	Traffic Stop	Warning
01/02/26 23:28:03	CFS26000081	PARKER AV W	128SB	Traffic Stop	Warning

CFS Date/Time	CFS #	Street Name	Deputy	Call/Complaint	Disposition
01/04/26 14:57:45	CFS26000130	MN HWY 15	128SB	Traffic Stop	Warning
01/06/26 14:29:59	CFS26000216	PARKER AV W	125JK	Traffic Stop	Warning
01/06/26 14:44:52	CFS26000218	MN HWY 15	125JK	Traffic Stop	Warning
01/06/26 14:54:54	CFS26000219	1 ST N	125JK	Traffic Stop	Warning
01/06/26 15:01:22	CFS26000220	CHERRY CIR	125JK	Traffic Stop	Citation Issued
01/06/26 16:38:16	CFS26000223	PARKER AV E	125JK	Traffic Stop	Warning
01/06/26 16:55:09	CFS26000226	PARKER AV W	125JK	Traffic Stop	Warning
01/06/26 17:12:44	CFS26000229	PARKER AV W	125JK	Traffic Stop	Warning
01/06/26 18:02:04	CFS26000230	CSAH 4	125JK	Traffic Stop	Warning
01/06/26 19:04:13	CFS26000234	PARKER AV W	125JK	Traffic Stop	Warning
01/06/26 21:38:07	CFS26000241	US HWY 12	125JK	Traffic Stop	Warning
01/07/26 12:31:05	CFS26000271	PARKER AV W	128SB	Traffic Stop	Warning
01/07/26 14:42:59	CFS26000274	PARKER AV W	125JK	Traffic Stop	Warning
01/07/26 14:48:57	CFS26000275	PARKER AV W	125JK	Traffic Stop	Warning
01/07/26 14:55:43	CFS26000277	PARKER AV W	125JK	Traffic Stop	Warning
01/07/26 15:04:18	CFS26000279	WILLIS ST	125JK	Traffic Stop	Warning
01/07/26 15:13:09	CFS26000280	PARKER AV E	125JK	Traffic Stop	Clear
01/07/26 15:22:57	CFS26000281	US HWY 12	125JK	Traffic Stop	Warning
01/07/26 15:29:33	CFS26000282	US HWY 12	125JK	Traffic Stop	Warning
01/07/26 18:01:31	CFS26000294	PARKER AV W	125JK	Traffic Stop	Warning
01/08/26 22:00:26	CFS26000351	PARKER AV W	128SB	Traffic Stop	Warning
01/08/26 22:54:25	CFS26000354	MN HWY 15	128SB	Traffic Stop	Warning
01/09/26 15:58:42	CFS26000387	PARKER AV W	125JK	Traffic Stop	Warning
01/09/26 16:26:34	CFS26000392	PARKER AV W	125JK	Traffic Stop	Warning
01/09/26 16:33:47	CFS26000393	PARKER AV W	125JK	Traffic Stop	Warning
01/09/26 18:20:53	CFS26000401	PARKER AV W	125JK	Traffic Stop	Warning
01/09/26 18:32:57	CFS26000403	WILLIAM AV E	125JK	Traffic Stop	Warning
01/09/26 23:12:08	CFS26000413	PARKER AV W	125JK	Traffic Stop	Warning
01/09/26 23:50:19	CFS26000415	PARKER AV W	125JK	Traffic Stop	Warning
01/10/26 16:05:04	CFS26000431	PARKER AV W	125JK	Traffic Stop	Warning
01/10/26 16:19:08	CFS26000432	PARKER AV W	125JK	Traffic Stop	Warning
01/10/26 16:41:42	CFS26000434	5 ST S	125JK	Traffic Stop	Warning
01/10/26 17:00:19	CFS26000435	WILLIAM AV E	125JK	Traffic Stop	Warning
01/10/26 22:50:28	CFS26000449	2 ST N	125JK	Traffic Stop	Warning
01/10/26 23:25:36	CFS26000452	US HWY 12	125JK	Traffic Stop	Warning
01/11/26 00:24:10	CFS26000454	PARKER AV W	125JK	Traffic Stop	Warning
01/11/26 14:04:29	CFS26000467	PARKER AV W	125JK	Traffic Stop	Warning
01/11/26 15:19:17	CFS26000470	PARKER AV W	125JK	Traffic Stop	Warning
01/11/26 22:22:20	CFS26000480	PARKER AV E	125JK, 313JR	Traffic Stop	Warning
01/11/26 22:48:10	CFS26000482	PARKER AV W	125JK	Traffic Stop	Warning
01/12/26 13:59:16	CFS26000493	PARKER AV W	125JK	Traffic Stop	Warning
01/12/26 14:07:16	CFS26000495	PARKER AV W	125JK	Traffic Stop	Warning
01/12/26 16:20:51	CFS26000505	ATLANTIC AV W	128SB	Traffic Stop	Handled By Officer / Deputy
01/12/26 17:11:27	CFS26000510	PARKER AV W	125JK	Traffic Stop	Warning
01/12/26 17:36:57	CFS26000511	PARKER AV W	125JK	Traffic Stop	Warning
01/12/26 19:18:22	CFS26000517	3 ST N	125JK	Traffic Stop	Warning

CFS Date/Time	CFS #	Street Name	Deputy	Call/Complaint	Disposition
01/12/26 23:16:22	CFS26000528	MAPLE ST	125JK	Traffic Stop	Warning
01/13/26 09:42:30	CFS26000535	TODD ST	128SB	Traffic Stop	Warning
01/13/26 10:33:11	CFS26000541	MN HWY 15	128SB	Traffic Stop	Warning
01/14/26 09:46:27	CFS26000582	US HWY 12	125JK	Traffic Stop	Warning
01/14/26 12:05:34	CFS26000588	US HWY 12	125JK	Traffic Stop	Warning
01/14/26 16:50:11	CFS26000599	PARKER AV W	125JK	Traffic Stop	Warning
01/15/26 14:20:44	CFS26000636	PARKER AV E	125JK	Traffic Stop	Warning
01/15/26 14:27:41	CFS26000637	PARKER AV W	125JK	Traffic Stop	Warning
01/15/26 14:36:16	CFS26000638	PARKER AV E	125JK	Traffic Stop	Warning
01/15/26 14:48:55	CFS26000640	2 ST N	125JK	Traffic Stop	Warning
01/18/26 01:02:08	CFS26000740	MN HWY 15	128SB	Traffic Stop	Citation Issued
01/19/26 10:05:50	CFS26000772	MN HWY 15	125JK	Traffic Stop	Warning
01/19/26 10:51:52	CFS26000777	PARKER AV W	125JK	Traffic Stop	Warning
01/19/26 15:47:07	CFS26000789	PARKER AV W	125JK	Traffic Stop	Warning
01/19/26 15:59:39	CFS26000790	PARKER AV W	125JK	Traffic Stop	Warning
01/19/26 16:09:02	CFS26000792	PARKER AV W	125JK	Traffic Stop	Warning
01/19/26 22:23:21	CFS26000803	PARKER AV W	128SB	Traffic Stop	Warning
01/20/26 10:39:42	CFS26000816	PARKER AV W	125JK	Traffic Stop	Warning
01/20/26 14:14:25	CFS26000825	PARKER AV W	125JK	Traffic Stop	Warning
01/20/26 14:39:58	CFS26000827	3 ST N	125JK	Traffic Stop	Warning
01/21/26 08:21:08	CFS26000851	SIMON AV W	125JK	Traffic Stop	Citation Issued
01/21/26 22:16:54	CFS26000887	US HWY 12	117JI	Traffic Stop	Warning
01/23/26 18:30:28	CFS26000948	PARKER AV E	125JK	Traffic Stop	Warning
01/23/26 18:37:24	CFS26000949	5 ST N	125JK	Traffic Stop	Warning
01/23/26 20:50:15	CFS26000954	PARKER AV W	125JK	Traffic Stop	Warning
01/24/26 17:42:58	CFS26000979	PARKER AV W	125JK	Traffic Stop	Warning
01/24/26 17:54:50	CFS26000980	PARKER AV E	125JK	Traffic Stop	Warning
01/24/26 18:07:49	CFS26000981	2 ST N	125JK	Traffic Stop	Warning
01/24/26 18:19:04	CFS26000983	PARKER AV W	125JK	Traffic Stop	Warning
01/24/26 19:08:46	CFS26000987	PARKER AV W	125JK	Traffic Stop	Warning
01/24/26 20:35:16	CFS26000990	2 ST N	125JK	Traffic Stop	Warning
01/24/26 22:33:28	CFS26000995	PARKER AV W	125JK	Traffic Stop	Citation Issued
01/24/26 23:22:25	CFS26000999	PARKER AV W	125JK	Traffic Stop	Warning
01/25/26 14:18:35	CFS26001017	PARKER AV E	125JK	Traffic Stop	Warning
01/25/26 19:24:13	CFS26001030	PARKER AV E	125JK	Traffic Stop	Warning
01/25/26 20:29:39	CFS26001033	PARKER AV W	125JK	Traffic Stop	Warning
01/29/26 15:28:40	CFS26001177	PARKER AV W	127DW	Traffic Stop	Warning

**Transfer Total: 1**

01/29/26 17:50:36	CFS26001180		802CD	Transfer	Clear
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**Vandalism Total: 1**

01/18/26 06:49:28	CFS26000744		127DW	Vandalism	Report Taken
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**Vulnerable Adult Total: 1**

01/08/26 07:52:14	CFS26000313		112JC	Vulnerable Adult	Report Taken
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**Welfare Check Total: 3**

<b>CFS Date/Time</b>	<b>CFS #</b>	<b>Street Name</b>	<b>Deputy</b>	<b>Call/Complaint</b>	<b>Disposition</b>
01/05/26 13:57:43	CFS26000165		128SB	Welfare Check	Handled By Officer / Deputy
01/07/26 14:28:18	CFS26000273		8811MM	Welfare Check	Handled By Officer / Deputy
01/29/26 22:45:18	CFS26001187		103RS	Welfare Check	Clear

**Total Records: 133**

**ORDINANCE NO. 01-2026**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF  
THE CITY OF DASSEL,  
TITLE IX: GENERAL REGULATIONS, CHAPTER 94 – ANIMALS**

**THE CITY COUNCIL OF THE CITY OF DASSEL DOES ORDAIN** (new material is underlined; deleted material is lined out; sections which are not proposed to be amended are omitted; sections which are only proposed to be re-numbered are only set forth below as their number and title):

SECTION 1. That the Code of Ordinances of the City of Dassel, TITLE IX: GENERAL REGULATIONS, Chapter 94 – Animals, Section 94.01 Definitions, definition of Release Permit be amended, with all other existing definitions remaining unchanged, except as provided in this Ordinance, as follows:

***RELEASE PERMIT.*** A permit issued by the Animal Control Officer or other person in charge of the pound for the release of any animal that has been taken to the pound. A release permit may be obtained upon ~~payment of a fee to the City Administrator Clerk Treasurer in accordance with the regular license requirement if the animal is unlicensed,~~ payment of a release fee, and any maintenance costs incurred in capturing and impounding the animal. The release fee shall be as set forth in the fee schedule.

SECTION 2. That the Code of Ordinances of the City of Dassel, TITLE IX: GENERAL REGULATIONS, Section 94.02 Dogs and Cats, be amended as follows:

\*\*\*\*

~~(B) License required.~~

~~(1) All dogs over the age of six months kept, harbored, or maintained by their owners in the city, shall be licensed and registered with the city. Dog licenses shall be issued by the City Administrator Clerk Treasurer upon payment of the license fee as set forth in the fee schedule, § 36.01. The owner shall state, at the time application is made for the license and upon forms provided, his or her name and address and the name, breed, color, and sex of each dog owned or kept by him or her. No license shall be granted for a dog that has not been vaccinated against distemper and rabies, as evidenced by a certificate by a veterinarian qualified to practice in the state in which the dog is vaccinated.~~

~~(2) It shall be the duty of each owner of a dog subject to this section to pay to the City Administrator Clerk Treasurer the license fee as set forth in the fee schedule, § 36.01.~~

~~(3) Upon payment of the license fee as set forth in the fee schedule, § 36.01, the Administrator Clerk Treasurer shall issue to the owner a license certificate and metallic tag for each dog licensed. The tag shall have stamped on it the year for which it is issued and the number corresponding with the number on the certificate. Every owner shall be required to provide each dog with a collar to which the license tag must be affixed, and shall see that the collar and tag are constantly worn. In case a dog tag is lost or destroyed, a duplicate shall be issued by the City Administrator Clerk Treasurer. A charge shall be made for each duplicate tag as set forth in the fee schedule, § 36.01. Dog tags shall not be transferable from one dog to another and no refunds shall be made on any dog license fee or tag because of death of a dog or the owner's leaving the city before the expiration of the license period.~~

~~(4) The licensing provisions of this division (B) shall not apply to dogs whose owners are nonresidents temporarily within the city, nor to dogs brought into the city for the purpose of participating in any dog show, nor shall this provision apply to "seeing eye" dogs properly trained to assist blind persons for the purpose of aiding them in going from place to place.~~

~~(5) The funds received by the City Administrator Clerk Treasurer from all dog licenses and metallic tags fees as set forth in the fee schedule, § 36.01, shall first be used to defray any costs incidental to the enforcement of this chapter; including, but not restricted to, the costs of licenses, metallic tags, and impounding and maintenance of the dogs.~~

~~(C) Cats.~~ Cats shall be included as controlled by this division insofar as running-at-large, pickup, impounding, boarding, ~~licensing~~ and proof of anti-rabies vaccine is concerned. All other provisions of this section shall also apply to cats unless otherwise provided.

~~(D) Vaccination.~~

\*\*\*\*

SECTION 3. That the Code of Ordinances of the City of Dassel, TITLE IX: GENERAL REGULATIONS, Chapter 94 – Animals, Section 94.05 Impounding, Subsection (A) Running at large, be amended as follows:

(A) *Running at large.* Any ~~unlicensed~~ animal running at large is hereby declared a public nuisance. Any Animal Control Officer or police officer may impound ~~any dog or~~

~~other animal found unlicensed or~~ any animal found running at large and shall give notice of the impounding to the owner of the dog or other animal, if known. In case the owner is unknown, the officer shall post notice at the city office that if the dog or other animal is not claimed within the time specified in division (C) of this section, it will be sold or otherwise disposed of. Except as otherwise provided in this section, it shall be unlawful to kill, destroy, or otherwise cause injury to any animal, including dogs and cats running at large.

SECTION 4. That the Code of Ordinances of the City of Dassel, TITLE IX: GENERAL REGULATIONS, Chapter 94 – Animals, Section 94.05 Impounding, Subsection (C) Reclaiming, be amended as follows:

(C) Reclaiming. All animals conveyed to the pound shall be kept, with humane treatment and sufficient food and water for their comfort, at least five regular business days, unless the animal is a dangerous animal as defined under § 94.11 in which case it shall be kept for seven regular business days or the times specified in § 94.11, and except if the animal is a cruelly-treated animal in which case it shall be kept for ten regular business days, unless sooner reclaimed by their owners or keepers as provided by this section. In case the owner or keeper shall desire to reclaim the animal from the pound, the following shall be required, unless otherwise provided for in this code or established from time to time by resolution of the City Council:

(1) Payment of the release fee and receipt of a release permit as set forth in the fee schedule, § 36.01.

(2) Payment of maintenance costs, as provided by the pound, per day or any part of day while animal is in the pound; ~~and~~

~~(3) If a dog is unlicensed, payment of a regular license fee as set forth in the fee schedule, § 36.01, and~~ A valid certificate of vaccination for rabies and distemper shots ~~is required.~~

SECTION 5. That the Code of Ordinances of the City of Dassel, TITLE IX: GENERAL REGULATIONS, Chapter 94 – Animals, Section 94.10 Diseased Animals, Subsection (A) Running at large, be amended as follows:

(A) *Running at large.* No person shall keep or allow to be kept on his or her premises, or on premises occupied by them, nor permit to run at large in the city, any animal which is diseased so as to be a danger to the health and safety of the city, ~~even though the animal be properly licensed under this section.~~

SECTION 6. That the Code of Ordinances of the City of Dassel, TITLE IX: GENERAL REGULATIONS, Chapter 94 – Animals, Section 94.12 Dangerous Animal Requirements, Subsection (A) Requirements, Clause (7), be amended as follows:

(7) If the animal is a dog, ~~the dog must be licensed and up to date on rabies vaccination.~~ If the animal is a cat, or ferret, it must be up to date with rabies vaccination.

SECTION 7. That this Ordinance shall take effect upon its passage and publication, or upon the publication of a summary of the ordinance as provided by Minn. Stat., § 412.191, subd. 4, as it may be amended from time to time.

Passed by the City Council of the City of Dassel, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2026.

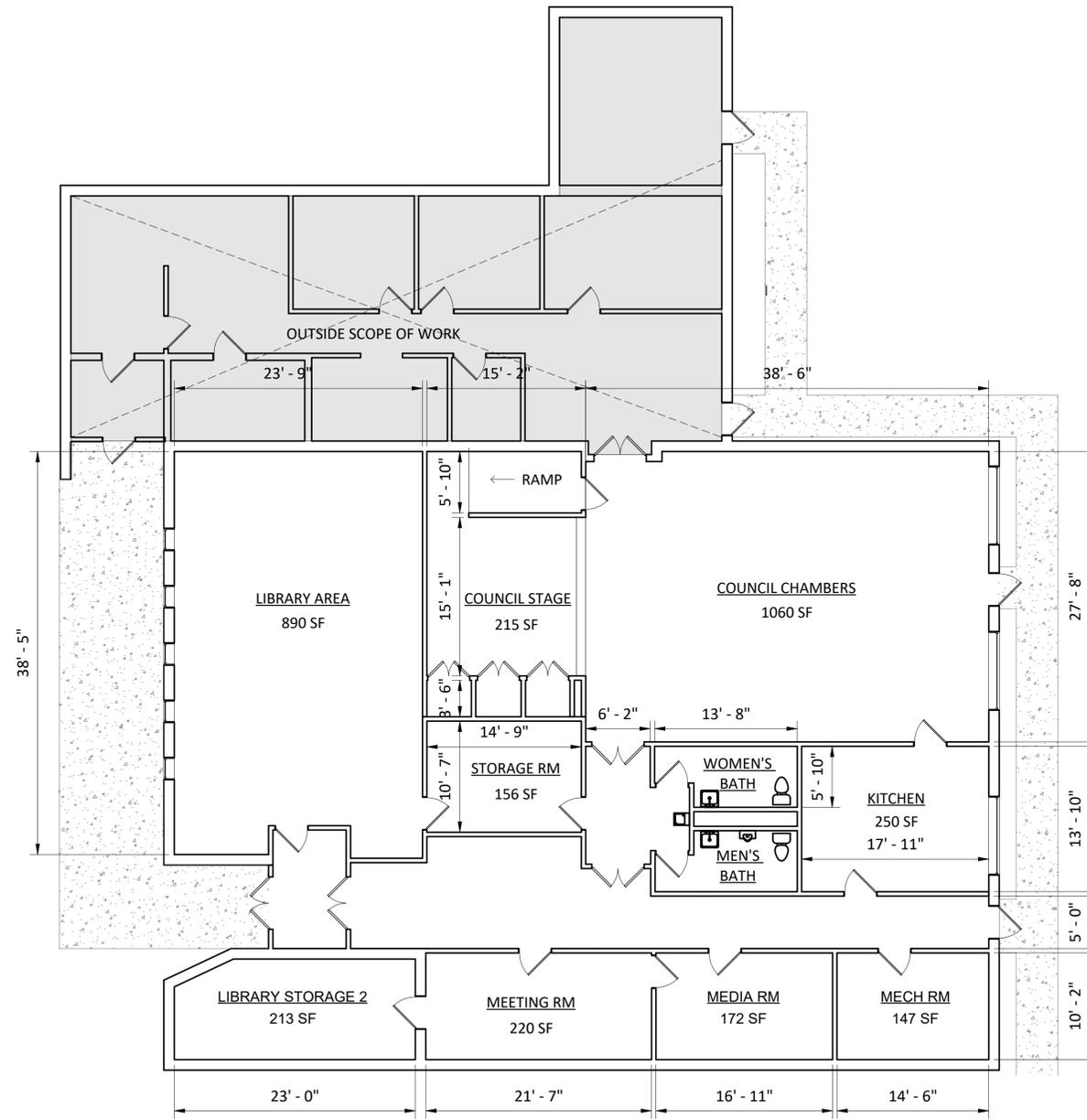
\_\_\_\_\_  
Mayor

Attested By:

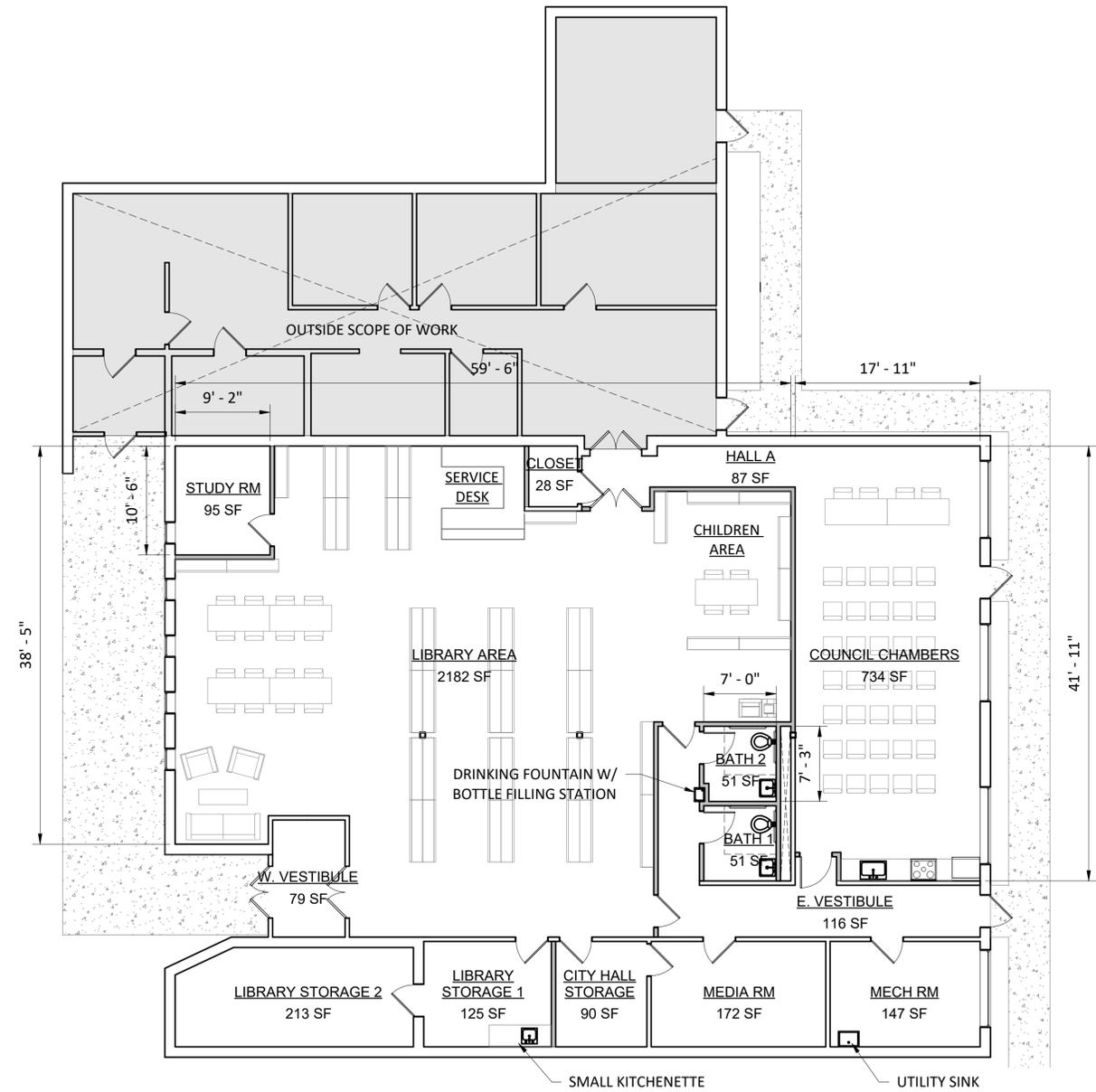
\_\_\_\_\_  
City Clerk/Treasurer

WALL LEGEND

-  EXISTING WALLS
-  NEW WALLS



1 EXISTING LIBRARY AREA LAYOUT  
S1.01 1/8" = 1'-0"



2 PROPOSED LIBRARY AREA LAYOUT  
S1.01 1/8" = 1'-0"

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EMAIL: BURNSVILLE@BOLTON-MENK.COM  
WWW.BOLTON-MENK.COM

DESIGNED	NO.	ISSUED FOR	DATE
MDH			
DRAWN			
MDH			
CHECKED			
JCG			
CLIENT PROJ. NO.	OW1.129566		

Bolton & Menk  
DASSEL CITY HALL  
LIBRARY EXPANSION LAYOUT



---

**General Obligation Bond Proceeds**

**Grant Agreement - End Grant**  
**for the**  
**Dassel Library Project**  
**under the**  
**Library Construction Grant Program**

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**General Obligation Bond Proceeds**  
**Grant Agreement – End Grant**  
**for the**  
**Dassel Library Project**  
**under the**  
**Library Construction Grant Program**

**THIS AGREEMENT** shall be effective as of «**STATE LIBRARY SERVICES**», 2022, and is between **City of Dassel**, a **Local Municipality** (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 **\$187,500.00** (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 **City of Dassel – Dassel Library 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 **Dassel Library - Dassel** 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 **\$90,000**; 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 Meeker, 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 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 be 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 25 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:

City of Dassel  
PO Box 391  
Dassel, MN 55325  
Attention: Renee Eckerly

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 for the 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 **City of Dassel – Dassel Library Project** under the Public Library Construction Grant Program on the day and date indicated immediately below their respective signatures.

**PUBLIC ENTITY:**

**City of Dassel,**  
a **Local Municipality**  
By:   
\_\_\_\_\_  
**Bob Malone**  
Its: **Mayor**

Dated: **June 16, 2025**

And:   
\_\_\_\_\_  
**Renee Eckerly**  
Its: **City Administrator**

Dated: **June 16, 2025**

**STATE ENTITY:**

Minnesota Department of Education,

By:

Its: **Heather Mueller, Ed.D**  
**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 **Meeker** 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 **City of Dassel – Dassel Library 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**

PT LT 1 OF LT B OF AUDITOR'S REPLAT OF W 1/2 NW 1/4 LYING WLY OF DESC LI,  
COMM INTERS W LI LOT 1 & SLY LI PARCEL 6 MNDOT PLAT #47-21 SE 236.22 POB  
OF LI SW26.25' SW478.24' TO S LI LT 1 & LI END EX PT SW270.07' NW254.02' NE248.85  
TO INTER WITH LI BEAR SW FROM POB NE244.48' TO POB

**Attachment II to Grant Agreement**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

PT LT 1 OF LT B OF AUDITOR'S REPLAT OF W 1/2 NW 1/4 LYING WLY OF DESC  
LI, COMM INTERS W LI LOT 1 & SLY LI PARCEL 6 MNDOT PLAT #47-21 SE  
236.22 POB OF LI SW26.25' SW478.24' TO S LI LT 1 & LI END EX PT SW270.07'  
NW254.02' NE248.85 TO INTER WITH LI BEAR SW FROM POB NE244.48' TO POB

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

<b>Source of Funds</b>		<b>Use of Funds</b>	
<b>Identify Source of Funds</b>	<b>Amount</b>	<b>Identify Items</b>	<b>Amount</b>
<b>State G.O. Funds</b>		<b>Ownership Acquisition</b>	
Program Grant	\$	<b>and Other Items Paid for</b>	
		<b>with Program Grant Funds</b>	
<b>Other State Funds</b>		Purchase of Ownership	\$
	\$	Interest	
	\$	Other Items of a Capital	
	\$	Nature	
Subtotal	\$	Renovation	\$375,000.00
			\$
<b>Matching Funds</b>			\$
	\$	Subtotal	\$
	\$		
Subtotal	\$	<b>Items Paid for with</b>	
		<b>Non-Program Grant Funds</b>	
<b>Other Public Entity Funds</b>			\$
	\$		\$
	\$		\$
Subtotal		Subtotal	\$
<b>Loans</b>			
Perennial Bank	\$187,500.00		
	\$		
Subtotal	\$		
<b>Other Funds</b>			
Capital Improvement Funds	\$187,500.00		
	\$		
Subtotal	\$		-
<b>Prepaid Project Expenses</b>			
	\$		
	\$		
Subtotal	\$		

<b>TOTAL FUNDS</b>	<b>\$375,000.00</b>	<b>TOTAL PROJECT COSTS</b>	<b>\$375,000.00</b>
--------------------	---------------------	----------------------------	---------------------

**Attachment IV to Grant Agreement  
GRANT APPLICATION**

«STATE LIBRARY SERVICES WILL ADD THIS»

**Contract: 240032**

**Change Order No.: 0001**

**Net Change Order Amount: \$5,448.29**

**Prime Contractor:** Duinick, Inc., 0000198793

**Spec Book Year:** 20

**CO Type:** COLevel2

**Awarded Contract Amount:** \$11,302,152.41

**Funding Source:** ON NHS

**State Proj. No.:** 4705-49

**Resident Engineer:** Shanna Kent

**Fed. Proj. No.:** 0012323

**Admin Office:** 8C-Hutchinson

**District:** 8 Willmar

**County:** C047 MEEKER

**Route:** T.H. 12

**Reason:** 1402.1 Alteration of Work by MnDOT

**Location:** T.H. 12 FROM 700' EAST OF CSAH 14 TO 3250' WEST OF C0. RD. 3.

**Description:** CO #1 Addendum 1 Removal

**Explanation:**

**Issue** Prior to letting the construction plan had work off of MnDOT ROW for ADA/sidewalk replacement around the Dassel Post Office. MnDOT did not have an easement to do this work at the time of letting so they issued Addendum 1 to remove work outside of ROW around the post office in Dassel. MnDOT has now received the temporary easement to do the work in the original plan sheets. The engineer in concurrence with the designer has determined addendum 1 can be removed and revert back to the original plan sheets.

**Resolution** Addendum 1 will be removed from the construction contract.

**Entitlement** The engineer has determined the contract needs to be revised in accordance with specification 1402.1 Alteration of work by MnDOT.

**Impact** This change order does not impact contract time.

**Cost** Cost approved by the engineer.

**Payment** Made at contract unit prices as shown in the estimate of cost.

**Increases/Decreases**

Item Description	Item ID	Project Line	Contract Line	Project	Category	Item Source	Quantity Inc/Dec	Unit	Unit Price	Dollar Amount
SAWING CONCRETE PAVEMENT (FULL DEPTH)	2104503/00195	00170	0110	137141	0001	Original	-16.000	L F	\$3.85	-\$61.60
REMOVE BITUMINOUS DRIVEWAY PAVEMENT	2104504/00110	00250	0165	137141	0001	Original	79.000	S Y	\$7.00	\$553.00
SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2104503/00205	00180	0115	137141	0001	Original	-33.000	L F	\$1.80	-\$59.40
REMOVE CONCRETE CURB	2104503/00325	00200	0135	137141	0001	Original	20.000	L F	\$11.00	\$220.00
AGGREGATE BASE CLASS 5	2211509/00070	00370	0250	137141	0001	Original	33.000	TON	\$21.05	\$694.65
TYPE SP 12.5 WEARING COURSE MIXTURE (2,C)	2360509/22300	00550	0365	137141	0001	Original	14.000	TON	\$129.26	\$1,809.64
ADJUST CURB STOP	2504602/03005	01270	0465	137141	0002	Original	1.000	EACH	\$150.00	\$150.00
6" CONCRETE WALK	2521518/00060	00670	0515	137141	0001	Original	252.000	S F	\$8.50	\$2,142.00
<b>Total:</b>										\$5,448.29

**New Items**

Item Description	Item ID	Item Reason	Project Line	Cont. Line	Project	Category	Quantity	Unit	Unit Price	Dollar Amount
									<b>Total:</b>	\$0.00

**Time Adjustments**

Time ID	Time Description	Time Type	Original	Current	Adjustment	New

**Project/Category Summary**

Project Description	Project	Category	Category Description	Dollar Amount
GRADING, BITUMINOUS & CONCRETE SURFACING, CONCRETE PAVEMENT REHABILITATION, AND ADA IMPROVEMENTS. Payroll WD: For all HIGHWAY type work performed in MEEKER County for this project.	137141	0001	SP 4705-49	\$5,298.29
GRADING, BITUMINOUS & CONCRETE SURFACING, CONCRETE PAVEMENT REHABILITATION, AND ADA IMPROVEMENTS. Payroll WD: For all HIGHWAY type work performed in MEEKER County for this project.	137141	0002	CITY OF DASSEL	\$150.00
<b>Net Change Order Amount:</b>				<b>\$5,448.29</b>

	Signature & Date
<b>Project Engineer/Project Supervisor</b>	
<b>Contractor</b>	
<b>Commissioner of Transportation Pursuant to Delegation</b>	
<b>Commissioner of Administration Pursuant to Delegation</b>	
<b>Consultant Contract Administrator (recommendation for Approval only)</b>	
<b>Local Agency (if funded wholly or in part by Local Agency)</b>	

**ATTACHMENTS:** By signing this agreement, the Contractor acknowledges receipt of the specified attachments (if applicable)

# APRIL 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Cosmos Twp 9:00am Eden Valley City 6:00pm	2 Union Grove 10:00am	3	4
5	6 Acton Twp 8:00am  Swede Grove 6:30pm	7 Greenleaf Twp 11:00am  Kingston Twp 6:00pm Litchfield Twp 8:00pm	8  Dassel City 6:00pm	9	10	11
12	13  Harvey Twp 6:00pm	14  Darwin City 6:00pm Danielson Twp 7:00pm	15	16  Collinwood 2:00pm  Ellsworth 6:00pm	17 OPEN BOOK Forest City Twp 9:30am-10:30am Kingston City 9:30am-10:30am Cedar Mills Twp 9:00am-2:00pm Cosmos City 9:00am-2:00pm Cedar Mills City 9:00-2:00pm Dassel Twp 9:00am-2:00pm Grove City 9:00am-2:00pm Watkins 9:00am-2:00pm Darwin Twp 9:00am-2:00pm	18
19	20  City of Litchfield 5:30pm	21  Manannah Twp 7:30pm	22	23	24	25
26	27  Forest Prairie 7:00pm	28	29	30		
					Notes:  updated	2/2/2026



Meeker County Assessor's Office  
114 N Holcombe Ave Suite 150  
Litchfield, Minnesota 55355-2155  
(320) 693-5205

RECEIVED  
FEB - 6 2026  
BY: mail - hand

Missi Voigt  
County Assessor

February 2, 2026

**RE: 2026 Local Board of Appeal and Equalization Calendar**

Dear Clerks/Administrators,

Please find the enclosed 2026 Local Board of Appeal and Equalization meeting schedule. Should there be a conflict with the date and time provided please contact our office immediately. Otherwise, please use these times and dates when posting notice outside your meeting place and in newspapers.

**Please provide proof to the Assessor that notice has been placed in the newspapers prior to the meeting along with an Affidavit of Publication. (Notices should be placed 10 days prior to the meeting)**

Please feel free to contact me should you have any questions.

Sincerely,

Missi Voigt  
County Assessor  
[Melissa.voigt@co.meeke.mn.us](mailto:Melissa.voigt@co.meeke.mn.us)  
320-693-5209

# Wright County Snowmobile Association - Land Owner Permit

This Permit is granted on \_\_\_/\_\_\_/\_\_\_ by City of Dassel the (Permitter) to the Wright County Parks Department to establish and/or maintain a snowmobile trail on the land described below. That the above (Permitter), in consideration of no payment, grants this permit over and upon the following described premises situated in the County of Wright, State of Minnesota.

## LEGAL DESCRIPTION OF PROPERTY:

Property Address:

63102 US-12 / 910 Parker Ave W. / 335 Atlantic Ave.

City/State/Zip:

Dassel MN 55325

T. \_\_\_\_\_ N. R. \_\_\_\_\_ W. Sec. 33/34 Property ID# 23-0614000 / 23-0004000

## PROPERTY OWNER INFORMATION:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

## SUBJECT TO:

1. This permit shall be continuous and will terminate upon sale of the land, or upon notification in writing to WCSA six (6) months prior to termination by the Permitter.
2. The right-of-way snowmobile trail shall be open to the general public for snowmobile use.
3. WCSA shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.
4. The Permitter shall have the right to close said right-of-way during any emergency, with the approval of WCSA.
5. The permit is for a 16 foot width snowmobile trail over the route to be used.

Date Signed: \_\_\_/\_\_\_/\_\_\_

Club Representative  
Name: Randy L Hatcher

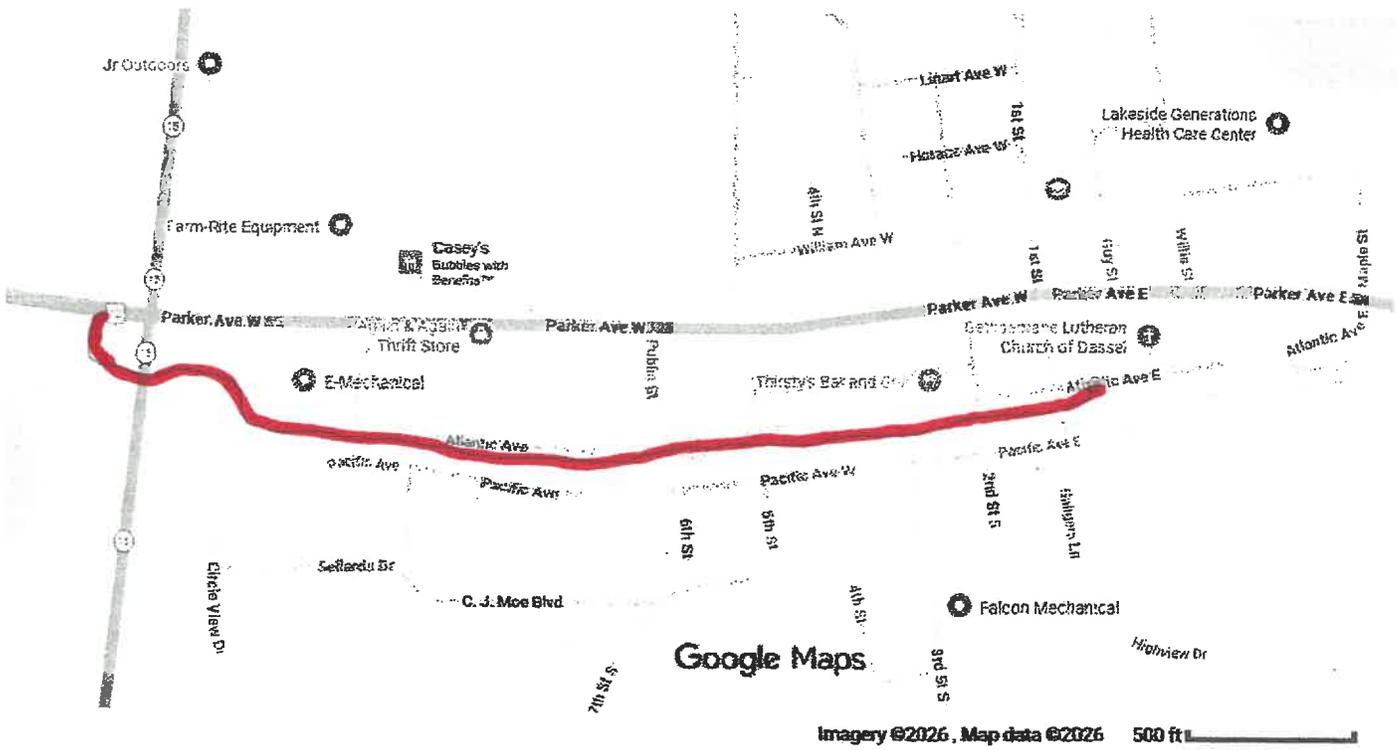
Permitter  
Name: \_\_\_\_\_

Club: Ridgerunners

Signature: \_\_\_\_\_

Phone No: 320-267-9280

Phone No: \_\_\_\_\_





January 22, 2026

Ms. Renee Eckerly  
City of Dassel  
PO Box 391  
460 3rd Street South  
Dassel, MN 55325

Re: Spectrum Channel Lineup – Upcoming Changes

Dear Ms. Eckerly:

This letter will serve as notice that on or after February 22, 2026 Spectrum Mid-America, LLC, (“Spectrum”) will drop the following channel(s) from the channel lineup serving your community:

1. Canal Sur on channel 220.
2. TVV (TV Venezuela) on channel 283.
3. Tarima on channel 293.
4. Estudio 5 on channels 228 and 886.
5. Ingles Para Todos on channel 290.
6. ¡Hola! TV on channel 288.
7. Kids Street on channel 291.
8. Ecuavisa Internacional on channel 274.

On or after February 22, 2026, a Spanish language slate message will be displayed that programming is no longer available.

Customers with Spectrum Mi Plan or Spectrum TV Select and higher can still watch similar content including original series and movies, classic and contemporary telenovelas, reality shows, live news, and sports, plus kids’ channels on the ViX App, included with a customers’ Spectrum TV plan at no extra cost. Customers can visit [Spectrum.net/appstore](https://Spectrum.net/appstore) to learn more.

If you have any questions about this change, please feel free to contact me at (952) 367-4263 or via email at [david.larson@charter.com](mailto:david.larson@charter.com).

Sincerely,

A handwritten signature in black ink that reads "David Larson".

David Larson  
Director of State Government Affairs Minnesota  
Charter Government Affairs