City of Redwood Falls

AGENDA FOR
REGULAR CITY COUNCIL MEETING
APRIL 7, 2026 – 5:00 P.M.

1. **Pledge of Allegiance**

2. **Call to Order**
   - Roll Call and Establishment of Quorum

3. **Approval of Agenda**
   - Council Changes
   - Staff Changes

4. **Approval of Minutes**
   A. March 17, 2026

5. **Audience Participation** (10-minute time limit for items <u>not</u> on the agenda)

6. **Consent Agenda** (items approved with one motion)
   A. Approve KLGR Advertising Exchange
   B. Declare Equipment Surplus Property and Authorize Sale
   C. Approve City Assistance with Celebrate Redwood Falls - Nightfalls Event
   D. Ratification of 2025 Fixed Asset Disposal List

7. **Scheduled Public Hearings**
   A. Assessments for Delinquent Utility Accounts and Unpaid Surcharges – Resolutions #23 & #24

8. **Old Business**

9. **Regular Agenda**
   A. Authorization to Submit Application for Southwest Health and Human Services Opioid Settlement Grant
   B. MN Department of Education Grant Agreement for Library Meeting Room Renovation – Resolution #25
   C. MnDOT Local Road Improvement Program Grant Agreement for Turn Lane Project – Resolution #26
   D. Safe Routes to School Grant Agreement for Trail Project – Resolution #27
   E. MnDOT Active Transportation Grant Agreement for Trail Project – Resolution #28
   F. Water/Wastewater Foreman Position
   G. Police Department Pepperball Policy

10. **Other Items and Communications**
    A. Council Items
    B. Staff Items

11. **Paid Bills and Claims – For Informational Purposes**
    A. City of Redwood Falls Accounts Payable Summary

12. **Adjournment**

MINUTES
REGULAR COUNCIL MEETING
CITY OF REDWOOD FALLS, MINNESOTA
TUESDAY, MARCH 17, 2026

Pursuant to due call and notice thereof, a regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Tuesday, March 17, 2026, at 5:00 p.m.

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

Mayor Quackenbush and Council Members Kerkhoff and Smith attended via interactive technology.

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

A motion was made by Council Member Arentson and seconded by Council Member Smith to approve the agenda. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Smith, Arentson, and Sandgren
NO: None
ABSENT: Council Member Guetter

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve the March 3, 2026, minutes as presented. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Smith, Arentson, and Sandgren
NO: None
ABSENT: Council Member Guetter

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the following item on the Consent Agenda:

1. Community Center HVAC Control System Upgrade

Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Smith, Arentson, and Sandgren
NO: None
ABSENT: Council Member Guetter

City Attorney Dammann introduced Ordinance No. 101, Fourth Series – An Ordinance Amending Zoning Ordinance.

Mr. Dammann stated the proposed ordinance was introduced at the February 17, 2026, City Council Meeting. City Staff are proposing to rezone from R-2 to R-R the properties described as Parcel #s 88-002-4050, 88-002-4020, 88-002-4060, and 88-002-4010. The City received a request from Randy Juell to rezone two parcels that he recently purchased in order to have a small hobby farm (as allowed by City Ordinance) and construct a single-family home. After City Staff reviewed the request, Staff identified two additional parcels located on either side of Mr. Juell's property, that would also need to be rezoned.

Mr. Dammann stated due to the size and location of the parcels as well as the current and proposed use, all four requested parcels would best fit the R-R zoning designation. The combined acreage of Mr. Juell's two parcels (88-002-4050, 88-002-4020) is approximately 7 acres. The parcel to the west of Mr. Juell's, owned by Scott Hammerschmidt, 1003 W. Oak St. (88-002-4010) is 5.6 acres in size and currently has a single-family home with multiple accessory structures. Lastly, the parcel owned by Jeanne Palmer (88-002-4060) is 8 acres of vacant land.

Mr. Dammann stated the Planning Commission held a public hearing on February 10, 2026 to review the request. Property owner Scott Hammerschmidt was present. The Planning Commission feels that the proposed request provides a more appropriate zoning designation and aligns with the current and proposed uses of the parcels. Planning Commission and City Staff recommend approval of the requested zoning amendment.

Mr. Dammann further stated state law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 101, Fourth Series is lengthy. However, Minnesota Statutes, Section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps. Staff have prepared Resolution No. 17 of 2026 and Exhibit A, which contains the summary of Ordinance No. 101 for publication as a separate agenda item.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve Ordinance No. 101, Fourth Series – An Ordinance Amending Zoning Ordinance. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Smith, Arentson, and Sandgren
NO: None
ABSENT: Council Member Guetter

City Attorney Dammann introduced Ordinance No. 102, Fourth Series – An Ordinance Adopting Redwood Falls Code of Ordinances §2.86 – Establishing Fees for Emergency Fire Protection Fire Services.

Mr. Dammann stated the proposed ordinance was introduced at the March 3, 2026, City Council Meeting. Staff is proposing changes to the City Code of Ordinances for the purpose of authorizing the City of Redwood Falls to charge for fire service as authorized by Minn. Stat. §§ 366.011, 366.012, and 415.01.

Mr. Dammann stated pursuant to Minn. Stat. § 415.01, a city may exercise the power under sections 366.011 and 366.012 relating to charges for emergency services only if the city adopts an ordinance authorizing the manner and amount of charging for those services. This addition to city code will also allow the city to certify unpaid service charges to the county auditor. City Staff have provided the required 10-day notice of the ordinance prior to final approval of the proposed ordinance and the complete ordinance will be published as-is.

City Administrator Muetzel stated the City previously approved the emergency fire service fees by Resolution each year as proposed in the Fee Schedule. Fire calls made to residences or businesses within the City are not billed for fire calls as that is covered through the property tax levy. Fire calls outside City-limits as well as vehicle fires and false alarms will continue to be billed in accordance with the fee schedule. The proposed Ordinance formally establishes the process and the ability to assess unpaid fees to real property.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve Ordinance No. 102, Fourth Series – An Ordinance Adopting Redwood Falls Code of Ordinances §2.86 – Establishing Fees for Emergency Fire Protection Fire Services. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Smith, Arentson, and Sandgren
NO: None
ABSENT: Council Member Guetter

City Attorney Dammann introduced Ordinance No. 103, Fourth Series – An Ordinance Amending the Redwood Falls Code of Ordinances §3.40 Pertaining to Rules and Regulations Relating to Sewerage Use.

Mr. Dammann stated the proposed ordinance was introduced at the March 3, 2026, City Council Meeting. Staff is proposing changes to §3.40 of the City Code of Ordinances for the purpose of adding clarity to what constitutes a private sewer connection and its limits versus the public sanitary sewer and the responsibility for the maintenance respectively under §3.40, Section 2. Subd. 2, E.

Mr. Dammann stated the addition of §3.40, Section 2. Subd. 2, F requires owners to contact the wastewater department as soon as they notice slow drainage or backups so that the public sewer can be verified as operational or be cleared to help alleviate the problem. This will help avoid unnecessary costs to the property owner from seeking plumbing services only to determine that there is an issue in the public sewer main and not the private sewer service.

Mr. Dammann further stated state law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 103, Fourth Series is lengthy. However, Minnesota Statutes, Section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps. Staff have prepared Resolution No. 18 of 2026 and Exhibit A, which contains the summary of Ordinance No. 103 for publication as a separate agenda item.

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to approve Ordinance No. 103, Fourth Series – An Ordinance Amending the Redwood Falls Code of Ordinances §3.40 Pertaining to Rules and Regulations Relating to Sewerage Use. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Smith, Arentson, and Sandgren
NO: None
ABSENT: Council Member Guetter

Mayor Quackenbush read a Proclamation declaring April 2026, as "Sexual Assault Awareness Month."

Police Chief Jason Cotner was present to introduce the Consolidation of Police Department Contracts with Axon Enterprises.

Chief Cotner stated for several years Redwood Falls Police Department issued a Taser to each officer purchased from Axon Enterprises. In 2021, the Redwood Falls Police Department utilized grant money from the State of Minnesota to purchase each officer a Body Worn Camera (BWC) along with the supporting software from Axon Enterprises. Shortly after the purchase of BWC, it was determined the RFPD squad car camera systems were aging out and rather than replace them with units from the existing vendor pricing, and integration benefits were identified to purchase the Axon Fleet camera systems.

Chief Cotner stated each purchase from Axon Enterprises required a new contract and after multiple purchases all the Axon products at RFPD were on different timelines for maintenance and renewals. In 2026, the Axon Enterprises representative briefed Police Chief Jason Cotner and Finance Director Kari Klages on the benefits of consolidating all the Axon contracts into the same timeline. The proposal showed consolidating the various contracts to a new, 10-year contract would save the City approximately $265,000.00 over the course of the 10 years. In addition, the annual costs for all Axon products would be listed 10 years in advance, making the budget process easier. Finally, as an incentive from Axon, the company would provide RFPD with their Virtual Reality training equipment and program which allows for unlimited training in a virtual reality environment to supplement RFPD's annual, mandatory, use of force training.

Chief Cotner stated the proposed consolidation would require an increased payment of $4,000.00 to Axon Enterprises in 2026, however, the payment to Axon in 2027 was reduced by $4,000.00. The overall cost would remain the same despite the slight increase in 2026.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the Consolidation of Police Department Contracts with Axon Enterprises. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Smith, Arentson, and Sandgren
NO: None
ABSENT: Council Member Guetter

City Attorney Dammann introduced Resolution No. 17 of 2026 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 101, Fourth Series, An Ordinance Amending Zoning Ordinance.

Mr. Dammann stated state law requires that all ordinances adopted be published prior to becoming effective. As Council is aware, Ordinance No. 101, Fourth Series is lengthy and authorizes a change to the zoning map referred to in Section 6.03 of the Unified Development Ordinance. However, Minnesota Statutes, Section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps. Staff have prepared Resolution No. 17 of 2026 and Exhibit A, which contains the summary of Ordinance No. 101 for publication.

A motion was made by Council Member Kerkhoff and seconded by Council Member Sandgren to waive the reading of Resolution No. 17 of 2026 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 101, Fourth Series, An Ordinance Amending Zoning Ordinance. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Smith, Arentson, and Sandgren
NO: None
ABSENT: Council Member Guetter

A motion was made by Council Member Arentson and seconded by Council Member Smith to approve Resolution No. 17 of 2026 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 101, Fourth Series, An Ordinance Amending Zoning Ordinance. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, Arentson, and Smith
NO: None
ABSENT: Council Member Guetter

City Attorney Dammann introduced Resolution No. 18 of 2026 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 103, Fourth Series, An Ordinance Amending the Redwood Falls Code of Ordinances §3.40 Pertaining to Rules and Regulations Relating to Sewerage Use.

Mr. Dammann stated state law requires that all ordinances adopted be published prior to becoming effective. As the Council is aware, Ordinance No. 103, Fourth Series, is lengthy. However, Minnesota Statutes, Section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps. Staff have prepared Resolution No. 18 of 2026 and Exhibit A, which contains the summary of Ordinance No. 103 for publication.

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to waive the reading of Resolution No. 18 of 2026 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 103, Fourth Series, An Ordinance Amending the Redwood Falls Code of Ordinances §3.40 Pertaining to Rules and Regulations Relating to Sewerage Use. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, Arentson, and Smith
NO: None
ABSENT: Council Member Guetter

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve Resolution No. 18 of 2026 – A Resolution of the City of Redwood Falls Providing for the Summary Publication of Ordinance No. 103, Fourth Series, An Ordinance Amending the Redwood Falls Code of Ordinances §3.40 Pertaining to Rules and Regulations Relating to Sewerage Use. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, Arentson, and Smith
NO: None
ABSENT: Council Member Guetter

Council Member Smith left the meeting at 5:28 p.m.

Parks & Recreation Director Ross Nachreiner was present to introduce the 2026 Joint City-School Projects.

Mr. Nachreiner stated the City-School Joint Powers Committee met on Tuesday, February 24, 2026, to review a list of project requests. The Committee recommends approval of the 2026 City-School Joint Projects as presented and requests to disperse the 2026 City-School Joint funds to Independent School District #2897. The money that is not spent each year will carry over to the next year allowing for larger purchases to align with the Joint Powers Committee's Capital Improvement Plan. The School District holds the funds and is responsible for the purchases.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve the Joint Powers Committee's project requests and purchases as presented, disbursement of the 2026 City-School Joint Funds in the amount of $10,000 to ISD #2897, and the Community Center Board's request to declare surplus and authorize the trade or sale of the presented equipment, one cross-trainer/elliptical, Treadmill, and NuStep. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

Police Chief Jason Cotner was present to introduce Resolution No. 19 of 2026 – A Resolution Accepting a Donation to the City.

Chief Cotner stated in January 2026, Staff was approached by board members of the PROTECTS non-profit charitable organization with questions about unfunded needs of the Redwood Falls Police Department. As a result of that conversation PROTECTS held a meeting on Tuesday, February 24th to discuss the group's donation priorities in 2026. On February 25th, Chief Cotner was advised the board approved a donation of $17,000 to Redwood Falls Police Department for the purchase of six Pepperball non-lethal launchers, requisite supplies, and training.

Chief Cotner stated Pepperball launchers would supplement current less-lethal options currently employed by RFPD officers. The benefit of Pepperball launchers is they can be used at a much greater distance from a non-compliant suspect than Tasers or OC spray. In addition, because a Taser requires two darts to make contact with a subjects skin, heavy clothing typically worn in cold weather months reduces its effectiveness, a problem that is overcome by Pepperball. This would be the second donation from PROTECTS to RFPD.

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to waive the reading of Resolution No. 19 of 2026 – A Resolution Accepting a Donation to the City. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to approve Resolution No. 19 of 2026 – A Resolution Accepting a Donation to the City. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

Public Works Project Coordinator Jim Doering introduced the Final Pay Request for Wastewater Treatment Facility Improvement Project.

Mr. Doering stated staff recommend for approval Final Pay Application No. 21 (Wastewater Treatment Facility Improvements) for $19,436.00 with check disbursement contingent upon receipt and execution of the original copies of the required close out documents and MN IC134s. The final contract price totals $7,676,200.00. The substantial completion of the project was December 30, 2025, secured with a warranty bond. Approval sets the two-year warranty period to December 30, 2027, which by contract is two years from substantial completion. Any material deficiencies observed during the original warranty period must be brought to the attention of the Contractor, in writing, before the expiration date.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve the Final Pay Request for Wastewater Treatment Facility Improvement Project. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

Public Works Project Coordinator Jim Doering introduced Resolution No. 20 of 2026 – A Resolution to Authorize Funding Application for the Lead and Galvanized Service Line Replacement Through the Minnesota Public Facilities Authority.

Mr. Doering stated Resolution No. 20 authorizes the application for funding from the Minnesota Public Facilities Authority (MPFA) to replace approximately 40 lead service lines identified within the current lead service line inventory. At the May 6, 2025, Council Meeting, Council approved resolution No. 27 of 2025 to authorize the application to MPFA and Minnesota Department of Health (MDH) for grant dollars to replace up to 149 inventoried lead/galvanized service lines. This also authorized the submittal to be listed on the project priority list (PPL) for the Drinking Water Revolving Fund Dollars (DWRF). The project grant is for 100% of the replacement costs which would start at 50% grant and 50% forgivable loan dollars upon project completion.

Mr. Doering stated the volume of requests has exceeded the budgeted amount that MPFA was legislatively authorized for, and they have reduced our replacement project to a multi-year-phased approach. The current inventory has 167 services inventoried as lead or galvanized to be replaced with an estimated cost of $5,010,000.00. The MPFA is requiring the application and plan submittals by March 30, 2026, and the goal is to have 40 executed replacement agreements to accompany the plan submittal.

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to waive the reading of Resolution No. 20 of 2026 – A Resolution to Authorize Funding Application for the Lead and Galvanized Service Line Replacement Through the Minnesota Public Facilities Authority. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 20 of 2026 – A Resolution to Authorize Funding Application for the Lead and Galvanized Service Line Replacement Through the Minnesota Public Facilities Authority. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

Public Works Project Coordinator Jim Doering introduced Resolution No. 21 of 2026 – Authorization to Execute Award of Contract for the 2026 Seal Coat Improvements.

Mr. Doering stated in response to the Advertisement for Bids, the City received five proposals for construction of the 2026 Seal Coat Improvements. The proposals were opened and publicly read at 10:30 a.m. on March 10, 2026. The low responsible bidder was Allied Blacktop Company of Maple Grove, MN. The resulting base bid was $219,228.70 or 15% below the engineer's estimate of $259,208.00. Staff recommend the award to Allied Blacktop Company of Maple Grove.

Mr. Doering stated the seal coat areas were increased from five zones to six in order to reduce project sizing and fit budget parameters. The 2026 Seal Coat Improvement Project has a budget of $250,000.00 including contingency for streets, alleyways, and parking lots. The 2026 improvement area is from Gould Street west to Minnesota Street and Trunk Highway 19/71 South, stopping at Wyoming Street. The scope also includes the M&L parking lot and the parking lot on Third Street. The streets around the new Elementary School, that were skipped in 2025 due to construction activities, have also been added to this year's scope. The library parking lot will be postponed due to the expansion project construction.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to waive the reading of Resolution No. 21 of 2026 – Authorization to Execute Award of Contract for the 2026 Seal Coat Improvements. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to approve Resolution No. 21 of 2026 – Authorization to Execute Award of Contract for the 2026 Seal Coat Improvements. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

Public Works Project Coordinator Jim Doering introduced Resolution No. 22 of 2026 – Authorization to Execute Award of Contract for the 2026 Multi-Use Trails and Turn Lane Improvements.

Mr. Doering stated in response to the Advertisement for Bids, the City received four proposals for construction of the 2026 Multi-Use Trails and Turn Lane Improvements. The proposals were opened and publicly read at 10:00 a.m. on Tuesday March 10, 2026. The lowest responsible bidder was M.R. Paving and Excavating Inc. of New Ulm, MN for the 2026 Multi-Use Trails and Turn Lane Improvements per bid unit pricing. The resulting bid was $1,397,583.69. Bids ranged up to $1,975,818.48 and the resulting low bid was 33% below the Engineer's estimate of $2,091,119.50. Staff supports the approval of award for the 2026 Multi-Use Trails and Turn Lane Improvements contingent on final State Aid approval and executed grant agreements.

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to waive the reading of Resolution No. 22 of 2026 – Authorization to Execute Award of Contract for the 2026 Multi-Use Trails and Turn Lane Improvements. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve Resolution No. 22 of 2026 – Authorization to Execute Award of Contract for the 2026 Multi-Use Trails and Turn Lane Improvements. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

Public Works Project Coordinator Jim Doering introduced the Stormwater Pollution Prevention Program Update.

Mr. Doering stated the City's Municipal Separate Stormwater System (MS4) program was audited on October 2, 2025. Minnesota Pollution Control Agency (MPCA) Staff reviewed the program with the Public Works Project Coordinator and found the program to be missing required written planning and review documentation through the six minimum control measures. On December 2, 2025, Mayor and Staff received an alleged violation letter (AVL) outlining the deficiencies and listing corrective actions required to be completed within 90 days. Staff requested support from Bolton & Menk Inc., the City engineering and consulting firm, to draft a proposal to assist the MS4 program and address the corrective actions within the response term limit.

Mr. Doering stated on January 6, 2026, Council approved the proposal from the City engineering firm, Bolton & Menk Inc. to update and create a new Storm Water Pollution Prevention Program to address the alleged violations and assist the City with meeting the required corrective actions within the 90-day compliance period. On February 24, 2026, Staff received an email from Kong Fyten advising Staff that the MPCA completed an internal review of the City of Redwood Falls' compliance status, and decided to reduce the enforcement level from an AVL to a Notice of Violation (NOV). This determination does not eliminate the need for corrective action; however, it does remove the immediate monetary penalty associated with elevated enforcement

Mr. Doering stated Staff with Bolton & Menk Inc. personnel had a meeting with Mr. Kong Fyten via Teams on February 26, 2026, where Mr. Fyten revealed that because of the internal review, the original 38 violations were reduced to 17, listing 15 required corrective actions with seven noted as being completed and a new NOV will be issued. Staff received the new NOV via email on March 10, 2026. Staff recommend for approval the City of Redwood Falls 2026 Storm Water Pollution Prevention Program delivered by Bolton & Menk Inc. and its submission to MPCA to meet the corrective actions required by MPCA by March 31, 2026. This will direct the City's Municipal Separate Storm Sewer System future activities and will be amended as needed.

A motion was made by Council Member Sandgren and seconded by Council Member Arentson to approve the Stormwater Update. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

City Administrator Muetzel introduced the Stop Sign Requests – Uncontrolled Intersections.

Mr. Muetzel stated over the last several years the City has made efforts to eliminate uncontrolled intersections in Redwood Falls. Staff recently received a request to evaluate the uncontrolled intersections on Spring Street and make a recommendation as to whether the installation of additional stop signs is warranted. A work group made up of the Police Chief, Street Superintendent, and Public Works Project Coordinator reviewed traffic patterns and current stop sign placement along the Spring Street corridor and recommend adding stop signs at the following uncontrolled intersections: stop Drew Street at Spring Street; stop Gould Street at Spring Street; and stop Plum Street at Gould Street.

Council Member Sandgren requested a change to the stop sign placement at Drew Street and Spring Street. Instead of stopping at Drew Street, have the stop signs placed for traffic to stop at Spring Street.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to approve the Stop Sign Requests – Uncontrolled Intersections with the requested change and place stop signs to stop Spring Street at Drew Street; stop Gould Street at Spring Street; and stop Plum Street at Gould Street. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

City Administrator Muetzel introduced Agenda Item 9M - Establish Agenda for March 31 City Council Work Session.

Mr. Muetzel stated the next City Council work session is scheduled for March 31, 2026. In order to prepare for the meeting and ensure adequate time is allowed for each agenda item, Staff is requesting Council formally establish the work session agenda. The following items have been suggested as agenda items:

1. Reflection Ridge Business Park
2. Downtown Funding

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to approve the Work Session agenda. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

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

There being no further business, a motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to adjourn the meeting at 6:02 p.m. Motion passed by the following roll call vote:

AYE: Council Members Kerkhoff, Sandgren, and Arentson
NO: None
ABSENT: Council Members Smith and Guetter

ATTEST:

Keith Muetzel	Tom Quackenbush
City Administrator	Mayor

City of Redwood Falls
Parks & Recreation

Ross Nachreiner
Redwood Falls Parks & Rec Director
Phone: 507-616-7444
Fax: 507-644-2199
rnachreiner@ci.redwood-falls.mn.us

Council Meeting Date: April 7th, 2026

Agenda Item: Advertising Exchange

Date: March 26th, 2026

Recommendation/Action Requested:
Approve the requested advertising exchange with KLGR and the Parks & Recreation Department

Summary/Overview:

The Redwood Falls Parks & Recreation Department have exchanged memberships & punch passes for the KLGR radio auction in exchange for advertising credits for the value of these items.

Staff is requesting approval to continue the practice of exchanging memberships and passes for the radio auction in the amount of $695.00 to be auctioned by May 31st, 2026. These will be auctioned off during the April radio auction.

City of Redwood Falls

Keith Muetzel
City Administrator
Phone: 507-616-7400
Fax: 507-637-2417
kmuetzel@ci.redwood-falls.mn.us

Meeting Date: April 7, 2026

AGENDA RECOMMENDATION

Agenda Item: Declare Equipment as Surplus Property and Authorize Sale

Recommendation/Action Requested: Staff recommends declaring the following equipment as surplus property and authorizing sale:

2011 Chevrolet pickup #1111
2014 Ford Explorer #201405
Jacobson Utility Cart #5966

Attachments: None

Ross Nachreiner
Redwood Falls Parks & Rec Director
Phone: 507-616-7444
Fax: 507-644-2199
rnachreiner@ci.redwood-falls.mn.us

Council Meeting: **Tuesday, April 7th, 2026**

Agenda Item: Celebrate Redwood Falls – NightFalls Event

Date: Wednesday, April 1st, 2026

Summary/Overview:

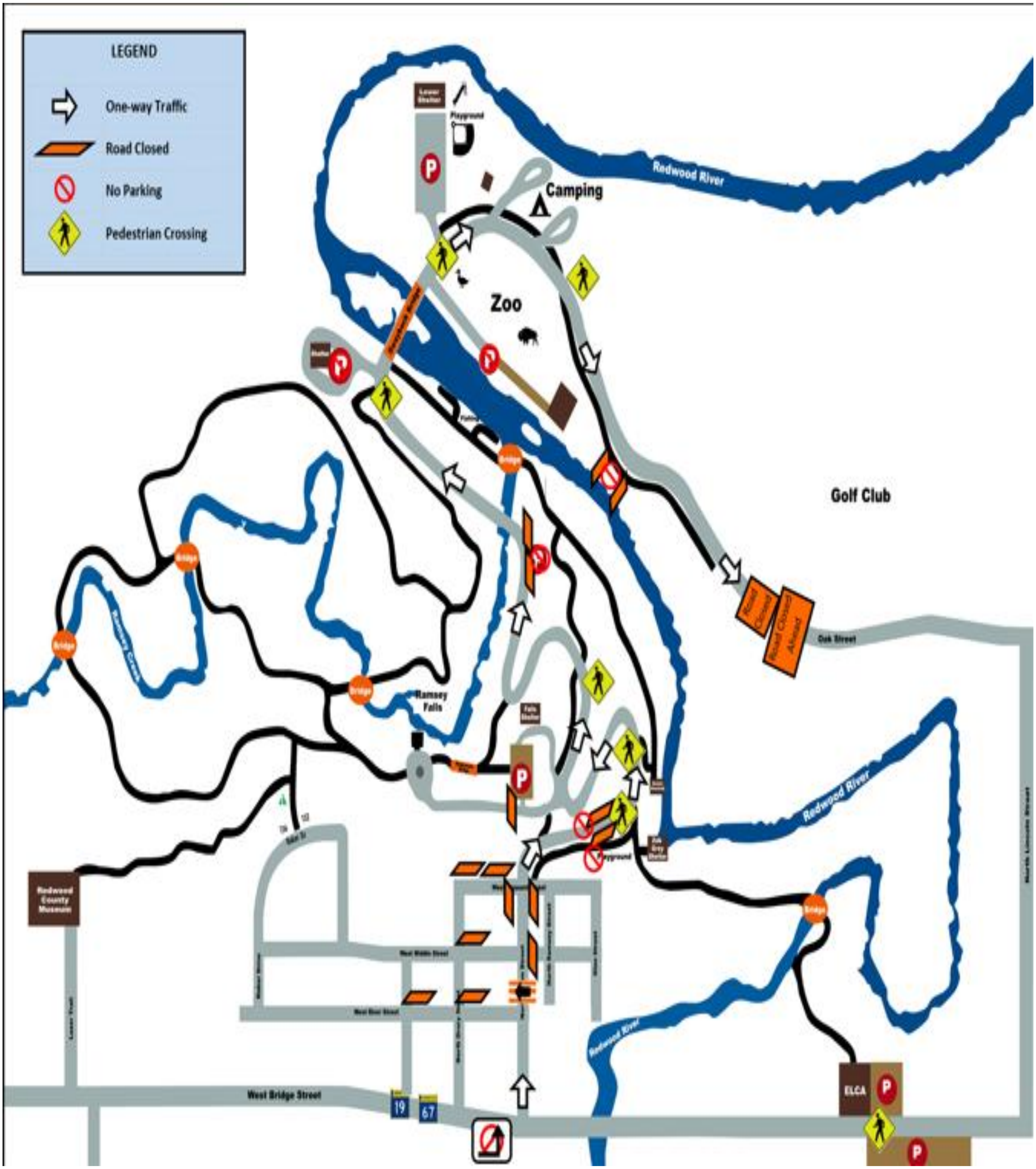
The Celebrate Redwood Falls Committee will be hosting the annual NightFalls Event on Thursday, May 7th through Saturday, May 9th in Ramsey Park.

City of Redwood Falls staff have met and will continue to meet with the Celebrate Redwood Falls Committee as they plan for these community events.

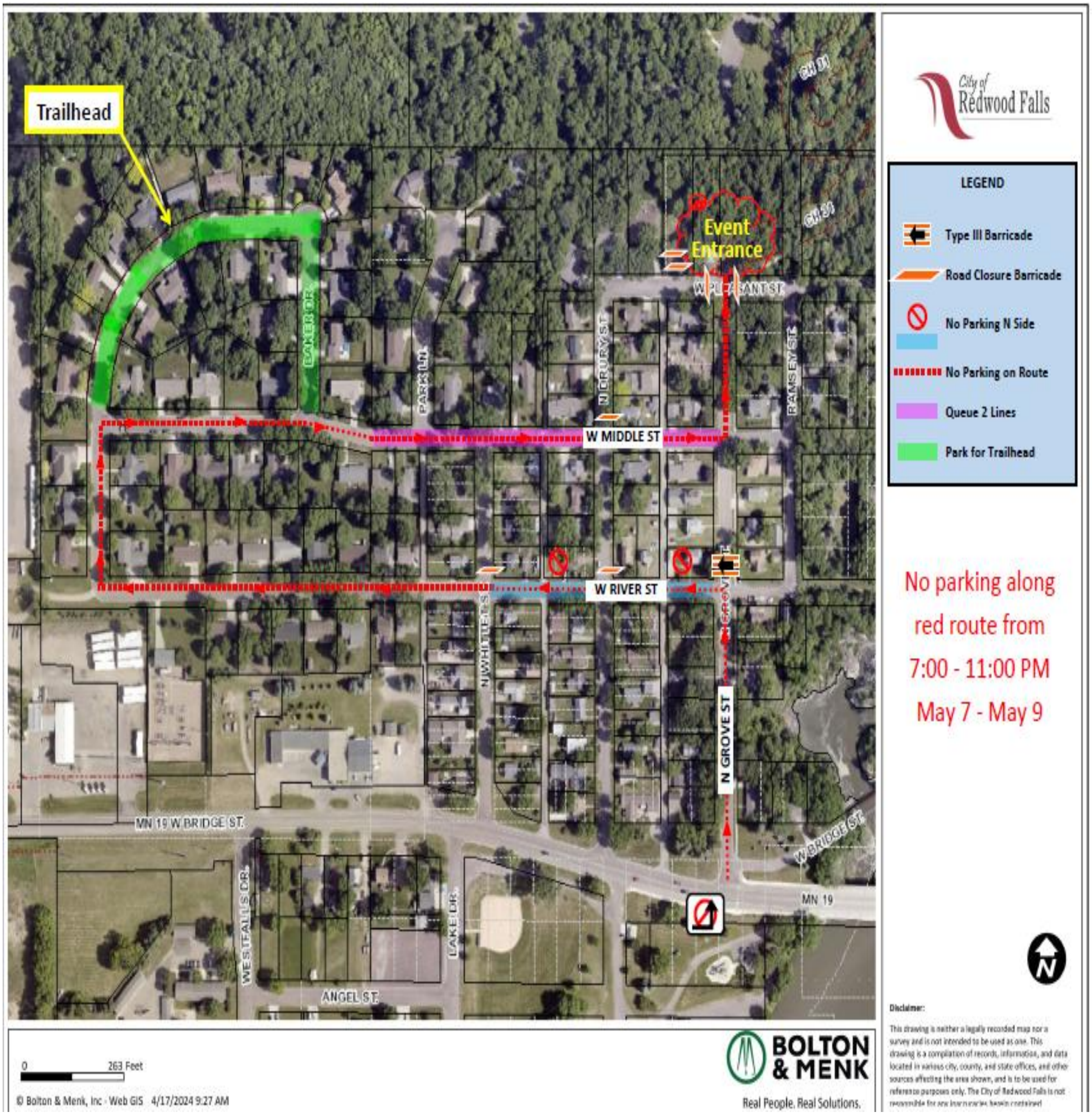
Staff is recommending to the city council the below assistance, waiving of rental fees, as well as allowing only one way traffic entering Ramsey Park from the west for The Celebrate Redwood Falls-NightFalls event.

NightFalls Event: May 7th -May 9th, 2026

- Setup scheduled for April 22nd-May 6th. Teardown is scheduled for May 10th-May 13th.
- Use of the Falls & Zeb Gray Shelter (use would include decorating with lights but open for daytime use/reservations)
- Event Time: 8:30 p.m. – 11:00 p.m. (park closes at 11:00 p.m.)
- Event attendees will have the option to walk the trails or drive through the park to see the light displays. Walking in the park will be encouraged as many of the trails will be lit. One way traffic would enter Grove St. and exit Oak St. The entrance and exit will be staffed by Celebrate Redwood Falls volunteers. They will also have volunteers at all parking entrances/exits to ensure traffic goes the correct direction. See attached map.
- Volunteers will be at all pedestrian crossings within the park to halt traffic for walkers. See attached map.
- Closure of the park road from one direction Grove Street through to Swayback Bridge from 7:00 p.m. until 11:00 p.m. for all 3 evenings.
- Use of various city equipment such as barricades & cones etc.
- Request Redwood Falls Police Department assistance throughout the event. Minimum one officer within Ramsey Park during the event.
- Similar to past years where vehicle parking will take place at the M & L Parking lot – the Celebrate Redwood Falls Committee has contracted a state patrol person to monitor pedestrian crossing on highway 19/71 near the Synod and M & L crossing.
- Those that wish to drive through the park will exit Highway 19 from the east only onto Grove St. Traffic will then turn west onto River St., a right onto Baker Dr. and then a right onto Middle St. to get back to Grove St. to enter the park. Traffic will be staged on residential roads prior to entering the park. See map. This will mitigate traffic that was previously staged on Hwy 19/71.
- Food trucks located near the zoo – City will assist with garbage receptacles.



LEGEND
One-way Traffic
Road Closed
No Parking
Pedestrian Crossing
Redwood River
Camping
Zoo
Golf Club
Road Closed
Road Closed Ahead
Oak Street
Ramsey Falls
Ramsey Creek
Redwood River
Redwood River
Redwood County Museum
West Bridge Street
19
67
ELCA
North Lincoln Street


Trailhead
Event Entrance
City of Redwood Falls
LEGEND
Type III Barricade
Road Closure Barricade
No Parking N Side
No Parking on Route
Queue 2 Lines
Park for Trailhead
No parking along red route from 7:00 - 11:00 PM May 7 - May 9
W MIDDLE ST
W RIVER ST
N GROVE ST
BAKER DR
PARK LN
N DRURY ST
RAMSEY ST
N WHITTIER S
MN 19 W BRIDGE ST
W BRIDGE ST
MN 19
CH 31
WESTFALLS DR
LAKE DR
ANGEL ST
0
263 Feet
© Bolton & Menk, Inc - Web GIS 4/17/2024 9:27 AM
BOLTON & MENK
Real People. Real Solutions.
Disclaimer:
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Redwood Falls is not responsible for any inaccuracies herein contained

Kari Klages
Finance Director
Phone: 507-616-7400
Fax: 507-637-2417
kklages@ci.redwood-falls.mn.us

Date: April 7, 2026

To: Mayor and Council

From: Kari Klages, Finance Director

RE: Ratification of 2025 Fixed Asset Disposal List

The City's Capital Asset Policy requires that the City Council ratify all annual fixed asset disposals or trades. Attached is the list of the 2025 fixed asset disposals and trades for the City.

CITY OF REDWOOD FALLS									
2025 FIXED ASSET DISPOSALS									
FUND	DATE ACQUIRED	DESCRIPTION	ID	TOTAL LIFE	TOTAL COST	OTHER PERIODS ACCUM DEPR	CURRENT PERIOD 01/2025-12/2025	NET VALUE	NOTES
609	1/1/2003	CASH REGISTER & COMPUTER SYSTEM	001162	120	$23,281.66	$23,281.66	$0.00	$0.00	
703	12/31/1995	1992 FORD F-800 JETTER TRUCK	000325	240	$57,561.82	$57,561.82	$0.00	$0.00	
703	12/31/2006	2006 CHEVROLET 1500 SILVERADO 4WD REG CAB PICKUP	200606	60	$19,633.21	$19,633.21	$0.00	$0.00	
703	12/31/2008	2008 CHEVROLET SILVERADO 1/2 TON 4X4 PICKUP	200817	120	$21,113.28	$21,113.28	$0.00	$0.00	
703	12/31/2013	2012 CHEVROLET SILVERADO PICKUP	201310	60	$25,377.30	$25,377.30	$0.00	$0.00	
703	12/31/2016	2016 FORD EXPLORER	201603	36	$31,000.06	$31,000.06	$0.00	$0.00	
901	12/31/2010	2010 FORD CROWN VICTORIA	201015	60	$27,844.22	$27,844.22	$0.00	$0.00	
901	12/31/2020	2020 WATCHGUARD UPGRADED SERVER	202044	60	$8,095.00	$6,476.02	$1,618.98	$0.00	
901	12/31/2014	ENVELOPE INSERT FEEDER	201407	60	$8,188.00	$8,188.00	$0.00	$0.00	
901	12/31/2021	LAN / WAN UPGRADE	202147	120	$89,268.01	$26,648.16	$8,945.65	$53,674.20	
901	12/31/2018	UPGRADE CITY HALL POE SWITCH	201857	120	$5,156.52	$3,093.84	$515.64	$1,547.04	
901	12/31/2015	WATCHGUARD WIRELESS CAMERA SYSTEM	201547	60	$8,844.65	$8,844.65	$0.00	$0.00	
901	12/31/2021	LAKE REDWOOD RECLAMATION LAND	202158	0	$920,510.00	$0.00	$0.00	$920,510.00	Capital Contribution To RCRCA
602	1/1/1989	20IN PLUG VALVES	000121	400	$96,000.00	$96,000.00	$0.00	$0.00	New WWTF
602	1/1/1989	24IN PVC OUTFALL PIPE	000122	400	$300,000.00	$300,000.00	$0.00	$0.00	New WWTF
602	1/1/1989	3IN PE PIPE	000110	240	$9,360.00	$9,360.00	$0.00	$0.00	New WWTF
602	1/1/1989	4IN PE PIPE	000109	240	$14,880.00	$14,880.00	$0.00	$0.00	New WWTF
602	1/1/1989	AERATORS	000100	200	$85,540.00	$85,540.00	$0.00	$0.00	New WWTF
602	1/1/1989	BLOWER BUILDING AIR BLOWERS	000104	120	$110,000.00	$110,000.00	$0.00	$0.00	New WWTF
602	1/1/2003	BLOWER BUILDING ROOF REPAIRS	001229	300	$8,720.00	$7,625.78	$364.74	$729.48	New WWTF
602	1/1/1989	GENERAL ON LAGOON NOT SPECIFIED OTHERWISE	000082	400	$1,272,215.91	$1,272,215.91	$0.00	$0.00	New WWTF
602	1/1/1989	MANOMETER / MONORAIL / HVAC / ELECTRIC / MISC	000105	200	$75,000.00	$75,000.00	$0.00	$0.00	New WWTF
602	1/1/1989	PIPING & LAGOONS 5IN PE PIPE	000108	240	$50,840.00	$50,840.00	$0.00	$0.00	New WWTF
602	1/1/1989	SUBMERGED FIXED FILM (NOT REACTOR)	000067	400	$560,000.00	$560,000.00	$0.00	$0.00	New WWTF
602	12/31/2005	WASTEWATER AERATION PIPING	200538	600	$313,007.45	$118,943.03	$6,260.16	$187,804.26	New WWTF
703	12/31/2016	2016 TYMCO 500X SWEEPER ON INTERNATIONAL CHASSIS	201602	120	$264,622.38	$211,697.94	$26,462.22	$26,462.22	Trade In
703	12/31/2021	2022 JD 544P FRONT END LOADER	202144	120	$161,732.97	$48,519.87	$16,173.30	$97,039.80	Trade In
703	12/31/2024	CASE BACKHOE 580SNWT	202416	120	$123,385.00	$0.00	$12,338.52	$111,046.48	Trade In
703	12/31/2022	JOHN DEERE Z950M Z TRACK ZERO TURN MOWER	202214	120	$13,750.00	$2,749.92	$1,374.96	$9,625.12	Trade In
703	12/31/2024	KUBOTA RTV-X1100CWL-A UTILITY VEHICLE	202402	120	$48,518.00	$0.00	$4,851.84	$43,666.16	Trade In
703	12/31/2024	NEW HOLLAND C345 SKIDLOADER	202401	120	$82,500.00	$0.00	$8,250.00	$74,250.00	Trade In
703	12/31/2023	NEW HOLLAND L320 SKIDLOADER	202328	120	$51,000.00	$5,100.00	$5,100.00	$40,800.00	Trade In
703	12/31/2023	NEW HOLLAND L328 SKIDLOADER	202329	120	$56,000.00	$5,600.04	$5,600.04	$44,799.92	Trade In
604	12/31/2000	2000 TRANSMISSION & DISTRIBUTION ADDITIONS	902560	300	$3,064.45	$2,941.87	$122.58	$0.00	Under New Capitalization Threshold
901	8/1/2000	2 DUGOUTS	000833	300	$979.91	$956.57	$23.34	$0.00	Under New Capitalization Threshold
901	12/31/1990	BASEBALL CONCESSION STAND	000405	420	$14,700.00	$14,280.00	$420.00	$0.00	Under New Capitalization Threshold
901	12/1/2014	LIBRARY COLLECTION	201454	49	$32,684.44	$32,684.44	$0.00	$0.00	Partial Disposal
604	12/31/2020	2020 SCADA MONITORING SYSTEM	202049	60	$16,067.00	$12,853.60	$3,213.40	$0.00	Partial Disposal
602	7/1/1997	PHASE 2 - LIFT STATION COON & 3RD STREET	000084	300	$25,000.00	$25,000.00	$0.00	$0.00	Partial Disposal
901	12/31/2021	2021 FORD EXPLORER	202124	60	$5,115.00	$3,069.00	$1,023.00	$1,023.00	Partial Disposal
901	12/31/2016	AVIGILON CAMERA SYSTEM AT POOL - 7 CAMERAS	201664	60	$2,672.83	$2,672.83	$0.00	$0.00	Partial Disposal
901	12/31/2016	AVIGILON CAMERA SYSTEM AT RACC - 27 CAMERAS	201669	84	$7,577.00	$7,577.00	$0.00	$0.00	Partial Disposal
					$5,050,806.07	$3,335,170.02	$102,658.37	$1,612,977.68	2025 Fixed Asset Totals

City of Redwood Falls

Amy Kerkhoff
Accounts Receivable/Customer Service Coordinator
Phone: 507-616-7400
Fax: 507-637-2417
akerkhoff@ci.redwood-falls.mn.us

AGENDA RECOMMENDATION

Meeting Date: April 7, 2026

Agenda Item: Resolution No. 23 of 2026 – Resolution Adopting Assessments for Delinquent Utility Accounts
Resolution No. 24 of 2026 – Resolution Adopting Assessments for Unpaid Surcharges

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

Summary/Overview: Attached for your consideration are three resolutions handling delinquent utility, maintenance cost charges and surcharges that are 30 days past due. Similar resolutions are brought to the Council on a quarterly basis in order to improve the time between the delinquent utility bill and our ability to disclose the information to new owners. The delinquent account resolutions will be presented at the first meeting in January, April, July, and October. Staff recommends approval of the resolutions as mentioned above.

Delinquent Process:

- Delinquent letters are mailed to the utility account holders.
- Delinquent letters are then mailed to the property owners if not collected from account holders.
- Pending assessments are published two weeks prior to the Public Hearing.
- Any unpaid balance is then brought to the Council to be approved by resolution.
- Pending assessments passed by resolution and still outstanding as of November 1 will be charged a $50 fee and then transferred to Redwood County to be assessed on the tax rolls.

Attachments: Resolution No. 23 of 2026
Resolution No. 24 of 2026

RESOLUTION NO. 23 OF 2026
RESOLUTION ADOPTING ASSESSMENTS FOR DELINQUENT UTILITY ACCOUNTS

WHEREAS, Section 9.02 of the Home Rule Charter of the City of Redwood Falls provides that the City Council may provide by Ordinance that the costs of any utility services provided to a property located within the City of Redwood Falls may be assessed against the property benefited and collected in a like manner as are special assessments; and

WHEREAS, Section 3.04, Subd. 8(D) of the Redwood Falls City Code of Ordinances provides that each utility account which is more than thirty (30) days delinquent may, when authorized by Resolution of the City Council, be certified by the City Administrator of the City of Redwood Falls to the County Auditor for payment in a single installment; and

WHEREAS, certain accounts, as listed on this resolution, have been established with the Redwood Falls Public Utilities Department for the purpose of providing utility services to the premises specified for each account listed therein, said premises being located in the City of Redwood Falls, Redwood County, Minnesota; and

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

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment of delinquent utility accounts listed below.

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

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

ACCOUNT	LEGAL DESCRIPTION	PARCEL	AMOUNT
01-02990-06	HITCHCOCK 2ND, N ½ LOT 3 & W 20', N ½ LOT 2, BLOCK 4	88-423-0640	$169.98
01-03420-04	ORIGINAL, LOT 1, BLOCK 12	88-200-2080	$160.26
01-03920-08	ORIGINAL, 2ND N 24' LOTS 11 & 12, BLOCK 15	88-200-2620	$213.88
01-04170-06	ORIGINAL, S 48' OF E 40' LOT 11 & S 48' LOT 12, BLOCK 15	88-200-2580	$262.68
02-00300-08	HITCHCOCK 3RD, COM 180' W OF NE COR, S 120', W 60', N 120' E 60' PT OF N ½ BLK, BLOCK 1	88-424-0080	$160.26
02-02090-01	HITCHCOCK, LOT 6, BLOCK 7	88-422-1360	$160.26
02-04180-10	ORIGINAL, LOT 11, BLOCK 1	88-200-0060	$160.26
02-04630-01	LAMBERTON, LOT 5, BLOCK 1	88-533-0100	$160.26
02-04650-09	DIRLAM, LOT 3 EX W 17'	88-300-0060	$376.26
02-05420-04	EASTERN, LOT 11, BLOCK 2	88-323-0280	$160.26
02-07130-06	EASTERN, LOT 5, BLOCK 6	88-323-1100	$160.26
02-08040-07	HITCHCOCK 2ND, LOT 12, BLOCK 9	88-423-1660	$72.00
02-08210-02	HITCHCOCK 3RD, TR 50' X 120' IN E SIDE OF BLK, BLOCK 3	88-424-0320	$160.26
03-00760-07	WATSON 1ST, N ½ LOTS 1 & 2, BLOCK 1	88-865-0060	$160.26
03-04120-05	WATSON 3RD, LOT 4, BLOCK 15	88-867-2120	$155.54
03-04550-04	WATSON 3RD, LOT 2 EX 4', BLOCK 9	88-867-1500	$72.48
04-02250-05	AUDITOR SUBDIVISION 1, BEG SW COR SE ¼ NW ¼ TH E 100', N 269', W 100', S 269' TO POB, 29-113-35	88-029-2150	$463.01
05-00210-04	AUDITOR SUBDIVISION 1, NWFR4 LOT 11, 06-112-35	88-106-2160	$173.68
05-01480-03	SUNNYSIDE HEIGHTS, LOT 13, BLOCK 12	88-766-2320	$95.04

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota, this 7th day of April 2026.

ATTEST:

______________________________	______________________________
Keith T. Muetzel City Administrator	Tom Quackenbush Mayor
(City Seal)	Subscribed and sworn to before me This 7th day of April 2026. ______________________________

RESOLUTION NO. 24 OF 2026
RESOLUTION ADOPTING ASSESSMENTS FOR UNPAID SURCHARGES

WHEREAS, Sections 3.40 and 3.50 of the Redwood Falls City Code of Ordinances prohibit clear water drainage into the public sanitary sewer and require an inspection of each building within the City to confirm that there is no discharge of prohibited clear water drainage; and

WHEREAS, said sections provide that in the event a property owner fails to schedule an inspection and/or provide the required affidavit proving inspection and compliance, the City may impose a monthly surcharge in an amount duly adopted by the City Council and set forth in the City's fee schedule; and

WHEREAS, Section 3.50, Subd. 9 further provides that if said surcharge is not received by the City, the City may assess the unpaid balance against the property and collect in a like manner, as are special assessments.; and

WHEREAS, on or about the date as hereinafter set forth, surcharges remain unpaid to the City for the following described properties, all of which are located in the City of Redwood Falls, Redwood County, Minnesota; and

WHEREAS, the owner(s) of said properties has failed or refused to pay the said amount(s); and

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

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

1. The properties listed below are hereby specially assessed in the amount specified for each parcel. The amounts certified may include a $50.00 assessment fee.
2. Such assessments shall be payable in a single installment.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property to the City Treasurer.
4. The Accounts Receivable Coordinator shall forthwith transmit certified duplicates of the assessments to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ACCOUNT #	LEGAL DESCRIPTION	PARCEL #	AMOUNT
01-04120-08	ORIGINAL, COM 44’ N OF SE COR BLK, W 100’, N 20’, E 100’, S 20’ TO POB OF LOTS 11 & 12	88-200-3560	$300.00
01-06413-00	HITCHCOCK 2ND, LOT 4, BLOCK 4	88-423-0680	$100.00
02-08210-02	HITCHCOCK 3RD, TR 50’ X 120’ IN E SIDE OF BLK, BLOCK 3	88-424-0320	$300.00
02-80210-02	HYLLAND, LOT 5, BLOCK 3	88-438-0440	$300.00

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota, this 7th day of April 2026.

ATTEST:

Keith T. Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me
This 7th day of April 2026.

Notary Public

City of Redwood Falls
Police Department

303 East 3rd Street
PO Box 526
Redwood Falls, MN 56283-0526
Phone: 507-637-4005
Fax: 507-637-1347

Meeting Date: April 7, 2026

Agenda Recommendation

Agenda Item: Authorization to Submit Application to Southwest Health and Human Services Settlement Advisory Council for Opioid Settlement Funding

Recommendation/Action Requested: Staff Recommends approval of submission

Summary/Overview:

Over the last several years the Minnesota Attorney General has been a party to settlement agreements involving multiple opioid distributors and manufacturers. These settlements have resulted in several hundred million dollars being allocated to the State of Minnesota to combat the opioid crisis. The Minnesota Attorney General's office has worked with Minnesota cities and counties to reach agreements on how to allocate and distribute these funds.

Beginning in 2023, Southwest Health and Human Services (SWHHS) began receiving annual installments of settlement money and created an application process whereby requests for these funds could be made to that organization. The latest round of settlement funds have been distributed and applications are now being taken.

RFPD would like to submit a request to SWHHS for funding to send Officer Andy Mathwig, who is currently assigned as an Agent to the Brown/Lyon/Redwood/Renville Drug Task Force, to Cellebrite Operator training. Cellebrite is a program owned by RFPD that allows operators to download and analyze cellphones and electronic devices. Once certified, Officer Mathwig would download all BLRR/DTF phones thereby freeing up the time of other RFPD Cellebrite operators to focus on their responsibilities.

Attachments:

SWHHS Opioid Settlement Funding Notice 2026

SWHHS Opioid Settlement Funding Application
Round 4 – Proposals over $1,500

Summary Information

Awarding Agency Name	Southwest Health and Human Services (SWHHS)
Agency Contacts	Kristin Deacon and Jenna Stephenson 3001 Maple Road Slayton, MN 56172 Opioid.settlementfunds@swhhsmn.gov 507-532-1317
Funding Title	Opioid Settlement Funding – Round 4
Estimated Total Funding	$400,000.00
Indirect Costs	It is expected that administrative costs, both direct and indirect, will represent a small portion of the overall program budget (10% or less)
Geographical Region Served	Lyon, Pipestone, Redwood & Rock Counties
Due Date	**April 10, 2026 @ 4:30 pm**

Lyon, Pipestone, Redwood and Rock Counties, collectively, will receive around $4 million dollars over the next 18 years from several multi-state settlements with opioid distributors and manufacturers. Participating counties have agreed to allocate their opioid settlement funding to SWHHS Public Health Department, who will lead a collaborative process with community partners to determine where funding will be spent. A Funding Subcommittee has been established to make recommendations to the SWHHS Community Health Board (CHB), who will make final funding decisions.

For information regarding the State of Minnesota's settlements with opioid companies, The Office of the Minnesota Attorney General: Fighting the Opioid Epidemic in Minnesota

Funding will be awarded for projects aimed at helping individuals and communities harmed most by opioids and to prevent further harm. To be considered, proposals should target populations in the community that have been most impacted by addressing one of the following priorities:

1. Prevention
2. Harm Reduction
3. Criminal Justice/Response
4. Treatment and Recovery
5. Other strategies; including training professionals to prevent burnout, improve wellness and expand knowledge, etc.

For more information on overarching principles that should be adopted to ensure funds are spent effectively Johns Hopkins Principles for the Use of Funds from the Opioid Litigation. Additional funding rounds are anticipated throughout the next several years.

Eligibility Criteria

1. Service Area – Organization must be located in and serve people from Lyon, Pipestone, Redwood or Rock Counties in Minnesota.
2. Eligibility Requirements - Who may apply?
    - Applicants who provide services related to opioid (mis)use including addressing prevention, harm reduction, criminal justice, treatment and recovery or other strategies related to opioid use.
    - Business Structure -
        - Businesses may include: for profit corporations; not for profit corporations; governmental entities and departments (city, county); schools
        - Operate sound business practices for a minimum of two years before being eligible to apply for funding, exceptions to be preapproved by SWHHS Community Health Board.
        - Exhibit financial accountability, reliability, stability, and appropriate service of value to persons served.
        - Capable of service, fiscal and administrative needs of project.
        - Demonstrate capacity of professional staff with appropriate licensure and experience.

Funding Information

1. This funding is available through Opioid Settlement funds.
2. All funding is subject to approval by SWHHS' Community Health Board.
3. Priority status will be given to youth prevention efforts, health promotion, and long-term, sustainable goals.
4. Funds can be used to develop new programs or expand current programs but cannot be used to supplant current funding that was not part of previous Opioid Settlement Funding rounds.
5. Based on proposals received, awarded amounts may be less than requested. Funding levels are at the sole discretion of SWHHS CHB.
6. This round of funding includes approximately $ 400,000.
7. The grant period for this funding is tentatively June 1, 2026 to May 31, 2027.
8. **Any unexpended grant funds remaining on or after the expiration date are forfeited. <u>Final invoice is due 30 calendar days after the expiration date of the grant agreement.</u>**
9. Awardees must adhere to all compliance and reporting timelines as required.
10. Successful applicants may be eligible to receive subsequent awards.

Application Requirements

1. Agency Qualifications/Organizational Capacity (half page maximum)
    - Name of applicant/organization
    - Organization contact person for this application
    - Discuss your organization's knowledge and experience in the services you are providing.
    - Describe your organization's experience with implementation, management, evaluation and reporting of grants.

2. Description of Project and Services (one page maximum)
    - Identify the strategy category(ies) to be addressed.
        - Prevention
        - Harm Reduction
        - Criminal Justice/Response
        - Treatment and Recovery
        - Other
    - Discuss the evidence-based, evidence-informed programs or strategies to be implemented.
    - Describe the projected number of individuals to be served/impacted.
    - List titles and credentials of project staff only.
    - Briefly describe collaborating partners and their role in ensuring the success of the project. If applicable, attach letter of support from collaborating partners.
    - Are you requesting funding for the entire project or a portion of the project? Describe any other funding sources for this project.
    - How will this project be sustained?

3. Project Work Plan – Appendix A - Work Plan
    - Complete the project work plan table and timeline found in Appendix A. If more than one strategy/project is identified, add additional project tables.

4. Anticipated Project Outcomes and Evaluation (half page maximum)
    - Identify the anticipated project outcomes.
    - Describe how the project's success will be measured. How will you know if the project has had impact?
    - What process will be used for evaluation?

5. Reporting (one statement)
    - Provide a statement that the organization will adhere to all compliance and reporting timelines as required.
        - Anticipated reporting includes semi-annual and final progress reports.

6. Budget – Complete SWHHS Opioid Settlement Funding Budget and Justification form. (Appendix B – Budget)
    - It is the applicant's responsibility to keep clear and detailed records that demonstrate the Opioid Settlement dollars requested were used for the amount and purpose(s) outlined in the approved application. SWHHS and/or the Minnesota Attorney General's Office reserves the right to audit the applicant's records at any time without prior notice.
    - It is the applicant's responsibility to spend grant funds responsibly on allowable items. Allowable items are outlined in the project workplan and budget. It is SWHHS's responsibility to ensure that grant funds disseminated exclusively for their intended purpose.

7. Submission of Funding Application Requests over $1,500

    Complete applications will include:
    - Narrative:
        - Agency Qualifications/Organizational Capacity, Description of Project and Services, Anticipated Project Outcomes and Evaluation, and Reporting
    - Round 4 Appendix A - Work Plan Attachment
    - Round 4 Appendix B - Budget Attachment

Additional Information for Applications

Questions can be sent to opioid.settlementfunding@swhhsmn.gov. Questions and answers will be posted to the SWHHS website. Closing date for all questions will be April 10, 2026 at 4:30pm.

Upon completion, Opioid Settlement Funding applications are to be submitted to Southwest Health and Human Services by April 10, 2026, at 4:30pm (Central Time). Applications received after 4:30pm Central Time on April 10, 2026, will not be reviewed for funding. Funding applications can be mailed or emailed to:

Opioid Settlement Funding Round 4
Attn: Kristin Deacon and Jenna Stephenson
Mailing Address:
Southwest Health and Human Services
3001 Maple Road
Slayton, MN 56172
Email:
opioid.settlementfunding@swhhsmn.gov
Please use: "Opioid Application Round 4 submission" as subject of email.

Notification of application receipt- you will receive a return email indicating your application was received. If you don't receive notification, please call Jenna Stephenson at 507-532-1317.

Opioid Settlement Funding requests will be reviewed by the Opioid Settlement Funding Sub-Committee. Supported proposals will be forwarded on to the SWHHS CHB for final approval. Proposals selected will be notified.

City of Redwood Falls

Jim Doering
Public Works Project Coordinator
Phone: 507-616-7400
Fax: 507-637-2417
jdoering@ci.redwood-falls.mn.us

Meeting Date: April 7, 2026

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 25 of 2026

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

Summary/Overview: The Council is requested to approve the draft (Redwood Falls Public Library Meeting Room Renovation Project) grant agreement of $97,833.00 as it relates to the Minnesota Department of Education (MDE) notice of award dated February 11, 2026, for the Mary C. Murphy Library Construction Grant - FY2026. The grant agreement is in draft form, for the MDE to add and approve their portions highlighted in yellow to the agreement. The resolution certifies funds on hand as of April 7, 2026, and the sources and uses of funds. Approval also authorizes the mayor to execute the final agreement once routed back from MDE as the listed signatory in the original application.

Staff is recommending the approval of Resolution No. 25 that will enable the submission of the draft grant agreement for MDE review and fulfillment. Please note this is a different procedure from other State grant agreement approvals where in this case the agreement template is drafted by the recipient and then forwarded to the State for final additions, revisions, review and execution. The resolution is also a templated version provided by MDE that is formatted differently than the traditional format.

Attachments:
- Resolution No. 25 of 2026
- MDE letter of award, February 11, 2026
- Draft Grant Agreement for submission

Resolution No 25 of 2026
for $97,833.00, Minnesota Department of Education (MDE)
Grant Funding Assistance for the Redwood Falls Public Library
Meeting Room Renovation Project

BE IT RESOLVED that the City of Redwood Falls, hereinafter referred to as the "Applicant" act as legal sponsor
(Applicant)
for the Redwood Falls Library Meeting Room Renovation Project or phase described in the City of Redwood Falls application submitted on 11-25-2025 and that Mayor Tom Quackenbush is hereby authorized to apply for the Minnesota Department of Education for funding of this project or phase on behalf of the Applicant.

BE IT FURTHER RESOLVED that the Applicant has the legal authority to apply for financial assistance, and the institutional, administrative, and managerial capability to ensure adequate acquisition, construction, maintenance and protection of the proposed project.

BE IT FURTHER RESOLVED Applicant has the financial capability to provide any required matching funds and that the source of Applicant's matching funds shall be **$202,167.00** and will not include other State funding sources.

BE IT FURTHER RESOLVED that the Applicant hereby pledges to complete the project or phase if it exceeds the total funding provided by the MDE Mary C Murphy Library Construction grant.

BE IT FURTHER RESOLVED that the Applicant has not incurred any reimbursable expenses prior to the effective date of the agreement.

BE IT FURTHER RESOLVED that the Applicant has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the Applicant may enter into an agreement with the State of Minnesota for the above- references project, and that the Applicant certifies that it will comply with all applicable laws and regulations as stated in the contract agreement.

NOW, THEREFORE BE IT RESOLVED that the ____________Mayor____________________ is hereby authorized to execute such
(Title of Authorized Official)

agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the ________Redwood Falls City Council_____ of the
(City Council, County Board, etc)
________City of Redwood Falls____________ on _April 7, 2026________.
(Applicant) (Date)

SIGNED:

____
(Signature)

_________Mayor______________________
(Title)

____
(Date)

WITNESSED:

____
(Signature)

________City Administrator____________
(Title)

____
(Date)

2/11/2026

SENT VIA ELECTRONIC MAIL ONLY
Corrie Tews , Library Director
Redwood Falls Public Library
509 South Lincoln Street
Redwood Falls, MN 56283

Re: **Mary C. Murphy Library Construction Grant- FY26**

Dear Corrie Tews,

UPDATE: Please disregard the Regret Letter that was sent to your site on February 11, 2026. The regret letter was sent in error. This award letter signifies the updated award notification status. Please note that your grant offer is different than your request amount. Please work with the Development and Services Specialist to make any negotiations or changes to your budget.

Congratulations! We have selected your application submitted in response to the **Mary C. Murphy Library Construction Grant- FY26** grant opportunity for funding contingent upon clarifications and negotiations that may be necessary before executing the award. The grant offer is $97,883

Emma De Vera, Library Development and Services Specialist will be contacting you shortly to discuss clarifications to your work plan, budget, or assurances. They can be reached at email emma.devera@state.mn.us or 651-582-8702.

Deb Rose, Grants Specialist, will be assisting with preparation of the Official Grant Award Notification (OGAN), financial reporting, processing of payments requests, and dissemination of the award document. Their contact information is debra.rose@state.mn.us or 651-582-8853. The grants specialist will also be conducting a Pre-Award Risk Assessment, which may require a review of financial documentation and prior grant performance before the execution of the OGAN. The grants specialist will contact you if they need any information to conduct that assessment.

Please do not incur any expenditures until the OGAN is fully executed. Any expenditure you make prior to the full execution of the OGAN will be your sole responsibility to pay.

We look forward to working with you in the future.

Sincerely,

Amy Runk, Grants Coordinator

cc: Tom Quackenbush, Mayor
Kari Klages, Finance Director
Keith Muetzel, City Administrator
Emma De Vera, Library Development and Services Specialist
Deb Rose, Grants Specialist

General Obligation Bond Proceeds

Grant Agreement - End Grant
for the
Redwood Falls Public Library
Meeting Room Renovation
Project
under the
Library Construction Grant Program

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General Obligation Bond Proceeds

Grant Agreement – End Grant for the Redwood Falls Public Library Renovation Project under the Library Construction Grant Program

THIS AGREEMENT shall be effective as of «STATE LIBRARY SERVICES», 2022, and is between the City of Redwood Falls, a Home Rule Charter City (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 $97,883.00 (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 Redwood Falls Public Library Meeting Room Renovation 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 Redwood Falls Public Library, 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 <u>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</u>.*

"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 <u>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</u>.*

"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 <u>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</u>.*

"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 $1,680,600.00 per County determined valuation; 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 Redwood, State of Minnesota, legally described in **Attachment II** to this Agreement.

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

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

"State Program" – means the program delineated in the State Program Enabling Legislation.

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

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

"Use Contract" - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will* *operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and <u>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</u>.*

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

Article II
GRANT

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

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

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

☒ Fee simple ownership of the Real Property.

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

☐ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then provide the citation.)

Ownership Interest in, if applicable, the Facility.

☒ Fee simple ownership of the Facility.

☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then provide the citation.)

☐ Not applicable because there is no Facility.

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

(Check all appropriate boxes.)

☐ Acquisition of fee simple title to the Real Property.

☐ Acquisition of a leasehold interest in the Real Property.

☐ Acquisition of an easement for the Real Property.

☒ Improvement of the Real Property.

☐ Acquisition of fee simple title to the Facility.

☐ Acquisition of a leasehold interest in the Facility.

☐ Construction of the Facility.

☒ Renovation of the Facility.

☐ ____.
(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real

Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. The Useful Life of the Real Property and, if applicable, Facility is 50 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 <u>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</u>.*

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 <u>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</u>.

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 to 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 to 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 Redwood Falls
P.O. Box 526
333 South Washington Street
Redwood Falls, MN 56283
Attention: Keith Muetzel, City Administrator

To the State Entity at:

MN Department of Education

400 Stinson Blvd NE
Minneapolis, MN 55413
Attention: Emma De Vera, State Library Services

To the Commissioner of MMB at:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.28 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this

Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

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

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

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

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

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

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

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

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

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the Redwood Falls Public Library Meeting Room Renovation Project under the Public Library Construction Grant Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Redwood Falls,
a Home Rule Charter City

By: ______________________________
Tom Quackenbush
Its: Mayor

Dated: _________________

And: ______________________________
Keith Muetzel
Its: City Administrator

Dated: _________________

STATE ENTITY:

Minnesota Department of Education,

By:

Heather Mueller, Ed.D
Its: Commissioner

Dated:

Attachment I to Grant Agreement

State of Minnesota
General Obligation Bond Financed
DECLARATION

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

(Check the appropriate box.)

- [X] 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 Redwood Falls Public Library Meeting Room Renovation 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

Parcels: 88-422-0060, 88-422-0030, 88-422-0020

88-422-0060:

All the tract of parcel of land, lying and being in the County of Redwood and State of Minnesota, described as follows, to wit: Commencing at the Southwest corner of Block 1 of D. L. Hitchcock's First Addition, aka Hitchcock's Addition, aka Hitchcock's First Addition, to the village (now City) of Redwood Falls, according to the recorded plat thereof, running thence north 260 feet to the Northwest Corner of said Block 1, running thence along the North line of said Block 1 a distance of 120 feet, thence at right angles South parallel to the west line thereof a distance of 130 feet, thence at right angles East parallel to the South line of Block 1 a distance of 60 feet, thence at right angles South at distance of 130 feet to the South line of said Block 1, thence West along the South line of Block 1 a distance of 180 feet to the point of beginning; said parcel also being described as the West 1/3rd of the West ½ of the of the center 1/3rd of the S ½ of Hitchcock's First Addition to the Village (now City) of Redwood Falls, according to the recorded plat thereof.

AND;

East half (E1/2) of the Center Third (C 1/3) of the South half (S1/2) of Block (1) in Hitchcock's First Addition to the City of Redwood Falls, otherwise described as follows: Beginning 180 feet East of the Southeast corner of Block 1 in Hitchcock's First Addition, thence running North 130 feet, thence East 60 feet, thence South 130 feet, thence West 60 feet to the place of beginning.

88-422-0030:

The West 60 feet of the East 150 feet of the North 130 feet of Block 1 of Hitchcock's First Addition in the City of Redwood Falls, Redwood County, Minnesota.

88-422-0020

Commencing at a point One Hundred Twenty (120) feet East of the Northwest corner of Block One (1) of Hitchcock's First Addition to Redwood Falls, thence East Ninety (90) feet, thence North One Hundred Thirty (130) feet to the place of beginning.

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

Parcels: 88-422-0060, 88-422-0030, 88-422-0020

88-422-0060:

All the tract of parcel of land, lying and being in the County of Redwood and State of Minnesota, described as follows, to wit: Commencing at the Southwest corner of Block 1 of D. L. Hitchcock's First Addition, aka Hitchcock's Addition, aka Hitchcock's First Addition, to the village (now City) of Redwood Falls, according to the recorded plat thereof, running thence north 260 feet to the Northwest Corner of said Block 1, running thence along the North line of said Block 1 a distance of 120 feet, thence at right angles South parallel to the west line thereof a distance of 130 feet, thence at right angles East parallel to the South line of Block 1 a distance of 60 feet, thence at right angles South at distance of 130 feet to the South line of said Block 1, thence West along the South line of Block 1 a distance of 180 feet to the point of beginning; said parcel also being described as the West 1/3rd of the West ½ of the of the center 1/3rd of the S ½ of Hitchcock's First Addition to the Village (now City) of Redwood Falls, according to the recorded plat thereof.

AND;

East half (E1/2) of the Center Third (C 1/3) of the South half (S1/2) of Block (1) in Hitchcock's First Addition to the City of Redwood Falls, otherwise described as follows: Beginning 180 feet East of the Southeast corner of Block 1 in Hitchcock's First Addition, thence running North 130 feet, thence East 60 feet, thence South 130 feet, thence West 60 feet to the place of beginning.

88-422-0030:

The West 60 feet of the East 150 feet of the North 130 feet of Block 1 of Hitchcock's First Addition in the City of Redwood Falls, Redwood County, Minnesota.

88-422-0020

Commencing at a point One Hundred Twenty (120) feet East of the Northwest corner of Block One (1) of Hitchcock's First Addition to Redwood Falls, thence East Ninety (90) feet, thence North One Hundred Thirty (130) feet to the place of beginning.

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

Source of Funds		**Use of Funds**	
Identify Source of Funds	**Amount**	**Identify Items**	**Amount**
State G.O. Funds		**Ownership Acquisition**	
Program Grant	$97,833.00_	**and Other Items Paid for**	
		with Program Grant Funds	
Other State Funds		Purchase of Ownership	$ NA
____________	$ ________	Interest	
____________	$ ________	Other Items of a Capital	
____________	$ ________	Nature	
Subtotal	$97,833.00	Construction Renovation of Meeting Room	$97,833.00
		____________	$ ________
Matching Funds		____________	$ ________
____________	$ ________	Subtotal	$97,833.00
____________	$ ________		
Subtotal	$ 0	**Items Paid for with**	
		Non-Program Grant Funds	
Other Public Entity Funds		Construction Renovation of Meeting Room	$202,167.00
____________	$ ________	____________	$ ________
____________	$ 0	____________	$ ________
Subtotal		Subtotal	$ ________
Loans			
____________	$ ________		
Subtotal	$ 0		
Other Funds			
Redwood Area Library Foundation Donation__	$202,167.00		
____________	$ ________		
Subtotal	$202,167.00		-
Prepaid Project Expenses			
____________	$ ________		
Subtotal	$ 0		
TOTAL FUNDS	$300,000.00	**TOTAL PROJECT COSTS**	$300,000.00

Attachment IV to Grant Agreement
GRANT APPLICATION

«STATE LIBRARY SERVICES WILL ADD THIS»

City of Redwood Falls

Jim Doering
Public Works Project Coordinator
Phone: 507-616-7400
Fax: 507-637-2417
jdoering@ci.redwood-falls.mn.us

Meeting Date: April 7, 2026

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 26 of 2026

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

Summary/Overview: Staff recommends approval of Resolution No. 26 for the Local Road and Bridge Program "Turn Lanes Grant" MnDOT 1062457 known as State Aid Project No. 207-020-003 for $619,608.90. The grant amount is based off bids received and awarded to M.R. Paving and Excavating of New Ulm on March 17, 2026. This grant covers a portion of the total bid amount of $1,397,583,69 shown in Exhibit A of the sources and uses portion of the grant agreement as part of the Council packet.

Attachments: Resolution No. 26 of 2026
Map of Project Area
MnDOT Grant Agreement 1062457

RESOLUTION NO. 26 OF 2026

RESOLUTION APPROVING LOCAL ROAD IMPROVEMENT PROGRAM GRANT AGREEMENT GRANT TERMS AND CONDITIONS SAP NO. 207-020-003, TIED TO SAPs 207-590-001 AND 207-591-001

WHEREAS, the City of Redwood Falls has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $**619,608.90** by reason of the lowest responsible bid.

BE IT RESOLVED, that the City of Redwood Falls does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

1. The Mayor or City Administrator or their successors in office, are hereby authorized to execute such working grant agreements, final agreements, grant awards and subsequent contracts and amendments, and negotiate changes in the scope of thereto, as are necessary to implement the above project on behalf of the City of Redwood Falls.

2. The City Council hereby approves the attached working grant agreement **1062457** with MnDOT for the Redwood Falls LRIB Turn Lanes Project.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota on this 7th day of April 2026.

ATTEST:

______________________________________ ______________________________________

Keith Muetzel City Administrator	Tom Quackenbush Mayor

STATE OF MINNESOTA
REDWOOD COUNTY

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Redwood Falls at a duly authorized meeting thereof held on the ___ day of April 2026, as shown by the minutes of said meeting in my possession.

Witness my hand as the City Clerk and the corporate seal of the City of Redwood Falls, this ___ day of April 2026.

____
CAITLIN KODET
Deputy City Clerk

Seal

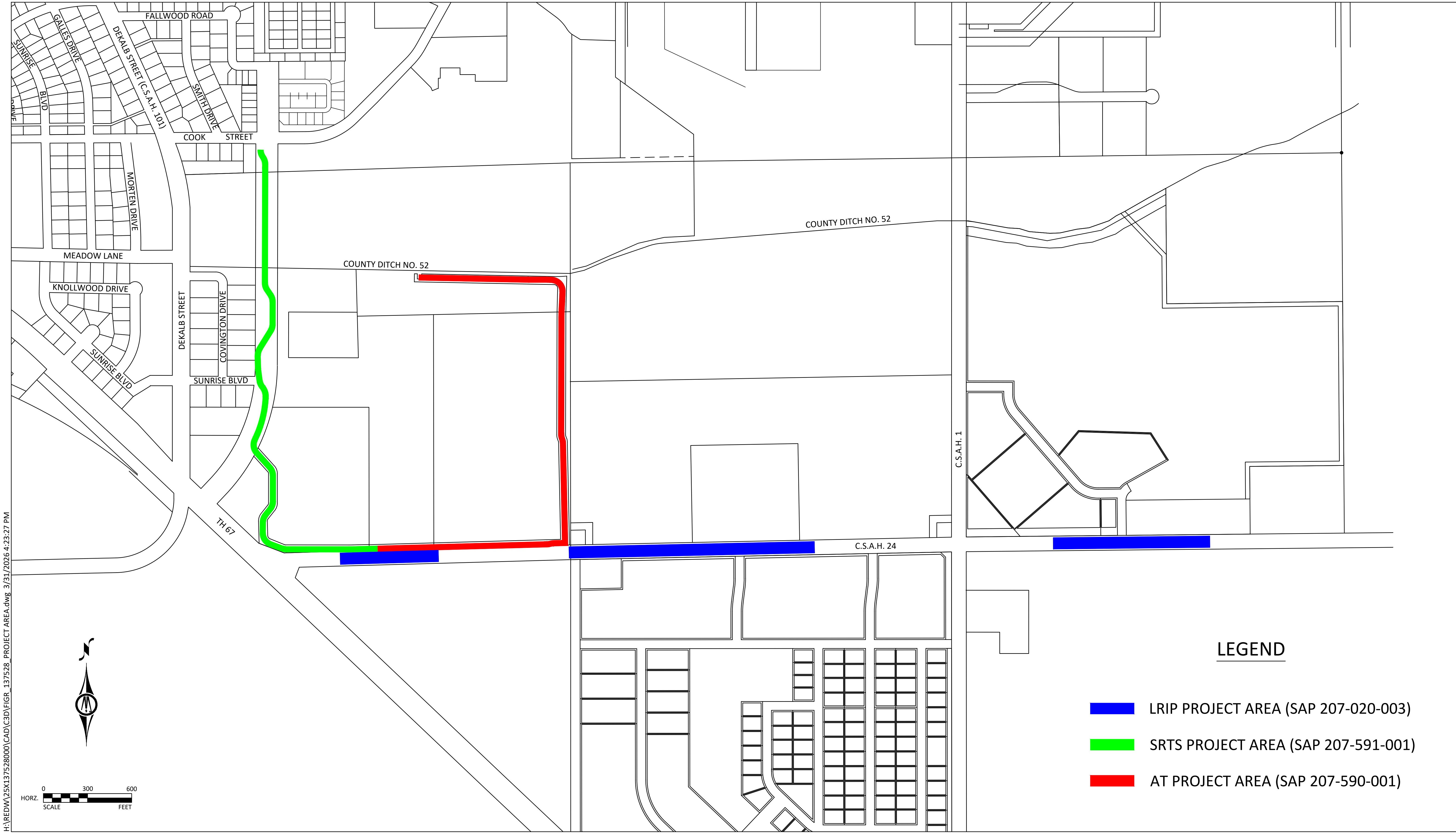
MULTI-USE TRAILS & TURN LANE IMPROVEMENTS

CITY OF REDWOOD FALLS, MN

FIGURE #1: PROJECT AREA

MARCH 2026

BOLTON & MENK



LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

   City of Redwood Falls
   PO Box 526
   333 South Washington Street
   Redwood Falls, MN 56283
   Contact: James Doering, Public Works Project /Coordinator

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP No. 207-020-003, Tied to SAPs 207-590-001 and 207-591-001	$619,608.90	$777,974.79	December 31, 2029

3. Total Amount of LRIP Grant for all projects under this Agreement: $619,608.90.

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

   Exhibit A Completed Sources and Uses of Funds Schedule
   Exhibit B Project Schedule, Workforce Certificate, and Equal Pay Certificate
   Exhibit C Bond Financed Property Certification
   Exhibit D Grant Application
   Exhibit E Grantee Resolution Approving Grant Agreement
   Exhibit F General Terms and Conditions

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)
The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: ___________________________________

Title: _________________________________

Date: _________________________________

By: ___________________________________

Title: _________________________________

Date: _________________________________

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: ___________________________________
State Aid Programs Manager
(with delegated authority)

Date: _________________________________

DEPARTMENT OF TRANSPORTATION CONTRACT MANAGEMENT

By: ___________________________________

Date: _________________________________

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	**Amount**	**Expenses**	**Amount**
State Funds:		**Items Paid for with LRIP**	
2023 LRIP Funds (SAAS Acct 385)	$619,608.90	**Grant Funds:**	
		Construction of multi-use trail improvements	$619,608.90
Other:			
Subtotal	$619,608.90	Subtotal	$619,608.90
Public Entity Funds:		**Items paid for with Non-**	
Matching Funds		**LRIP Grant Funds:**	
Local Match	$1,740.61		
Other:			
2023 AT General Fund Grant, SAAS Acct 416, under agreement # 1062471 **SAP 207-590-001**	$279,028.79	Construction of multi-use trail improvements	$777,974.79
2023 SRTS Infrastructure Funds (SAAS Acct 412), under agreement # 1062470, **SAP 207-591-001**	$497,205.39		
Subtotal	$$777,974.79	Subtotal	$777,974.79
TOTAL FUNDS	$1,397,583.69 =	**TOTAL PROJECT COSTS**	$1,397,583.69

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date [3/17/2026]
Construction Start Date [05/01/2026]
Construction Substantial Complete Date [10/31/2026]
Contract Final Completion Date: December 31, 2029

DEPARTMENT OF HUMAN RIGHTS

WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **M.R. PAVING & EXCAVATING, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **1/27/2023**

Certificate expiration date: **1/26/2027**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER
540 Fairview Ave N, Suite 201 ☙ St. Paul, MN 55104 ☙ Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 ☙ Toll Free 1.800.657.3704 ☙ mn.gov/mdhr

DEPARTMENT OF HUMAN RIGHTS

EQUAL PAY CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **MR PAVING & EXCAVATING INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **February 22, 2024**

Certificate expiration date: **February 21, 2028**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER
540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

Rev 10/26/2021

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of **Redwood**, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated ________________, 20___; and

C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: __________________, 20____

____
City of Redwood Falls a political subdivision of the State of Minnesota

By: _________________________________
Name: _________________________________
Title: _________________________________

By: _________________________________
Name: _________________________________
Title: _________________________________

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

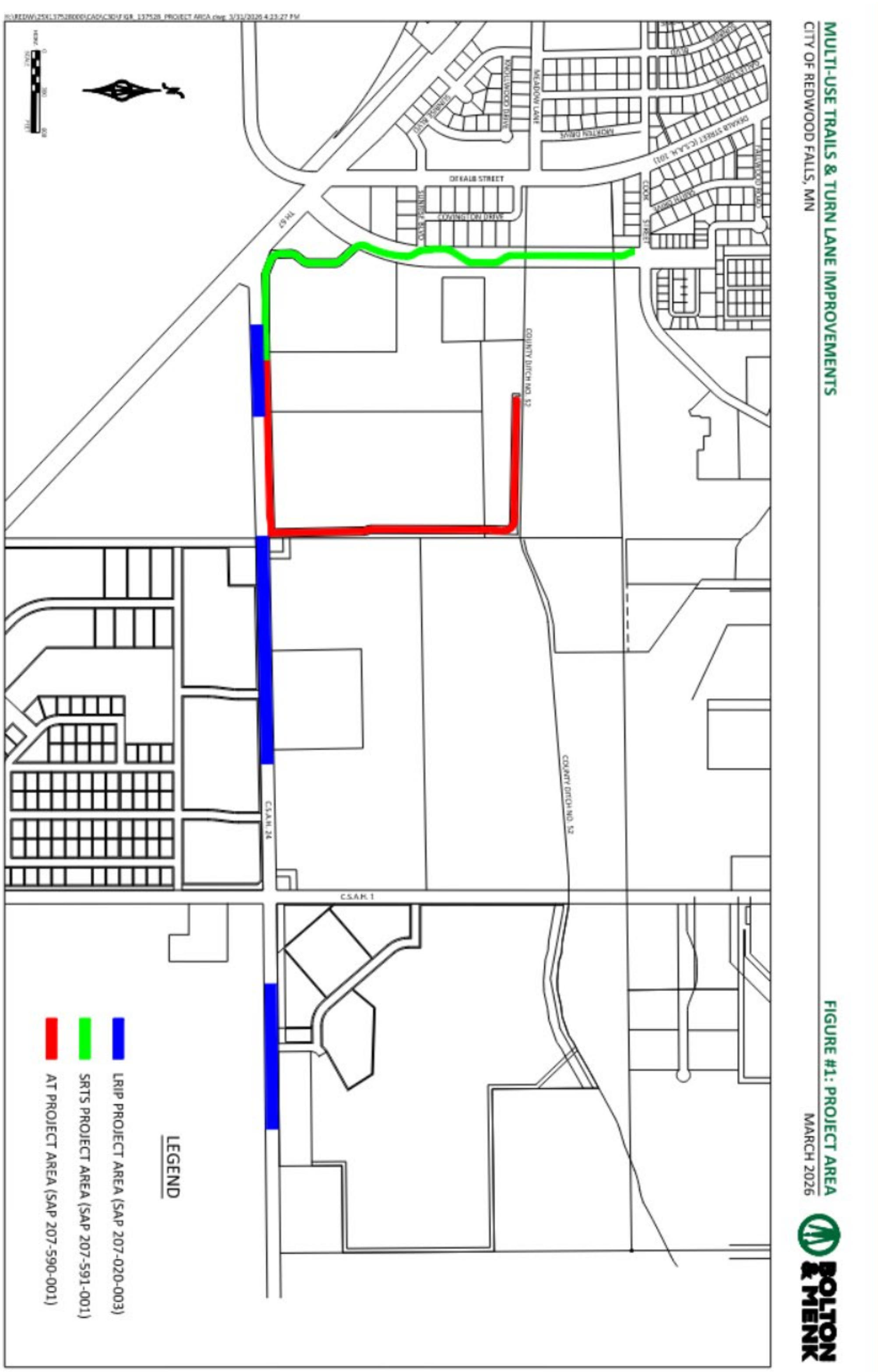


EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

Form Name:	Local Road Improvement Program: 2023 Solicitation Application
Submission Time:	December 5, 2023 11:39 am
Browser:	Chrome 119.0.0.0 / Windows
IP Address:	76.77.193.245
Unique ID:	1171125374
Location:	44.3056, -94.4694

Local Road Improvement Program: 2023 Solicitation Application

A: Applicant Information

Name	Jim Doering
Phone	(507) 616-7400
Email	Jdoering@ci.redwood-falls.mn.us
Agency type	State Aid City
Agency name	City of Redwood Falls
Address	333 S. Washington Street Redwood Falls, MN 56283
As a grant applicant, are you representing a non-state aid city or township? If yes, it is required to have a county sponsor.	No, I am not a non-state city or township

B: Project Location

MnDOT District	District 8
County	Redwood
City	Redwood Falls
Name/Designation of Road	County State Aid Highway 24
Type of Road	County State Aid Highway (CSAH)
Functional Classification of Road	Major Collector
Average Daily Traffic (ADT) Count	2350
Year of ADT Data Collection	2019
Road Authority Type (agency who owns and has jurisdiction of the road)	County
Road Authority Name	Redwood County
Project Termini - From	Trunk Highway 68

Project Termini - To	2000' East of CSAH 24 & CSAH 1 intersection
Beginning Point - Latitude	44.529027
Beginning Point - Longitude	-95.088052
General Environment (the general environment that represents the majority of the project)	Rural

C: Project Description

Type of Project	New Construction
Select the LRIP Account requested for funding	Routes of Regional Significance
Provide a description of the proposed project. This should include a description of operational and general safety benefits of the project and a description of the expected useful life of improvements. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under the Rural Road Safety Account considerations and eligibility section.	The proposed project includes constructing new turn lanes and bypass lanes on County State Aid Highway 24 into the new Reflection Ridge and Reflection Prairie residential and commercial developments. These two developments in Redwood Falls are currently under construction and are expected to be fully completed in 2024. The two developments will add residential and commercial lots that are ready for construction in the community. These turn lanes and bypass lanes are a requirement of Redwood County. There is an agreement between the City of Redwood Falls and Redwood County to complete the work in 2026. The goal for the proposed project is to create a consistent corridor along CSAH 24. When CentraCare medical campus was constructed in 2019, and St. John Lutheran School previously, Redwood County required turn lanes & bypass lanes as a part of those developments on CSAH 24. By constructing turn lanes on CSAH 24 for the new developments, this will create a more consistent corridor for the regional traffic. The more consistent the corridor is, the safer it will be for the traveling public. There is a high volume of traffic that travels on CSAH 24 and the proposed turn lanes and bypass lanes will offer protection to turning traffic into the two new developments. The expected turn lane and bypass lane improvements are expected to have a useful life of 50 years.

Provide a description of any transportation deficiencies the proposed project will eliminate. Pictures can be helpful in demonstrating transportation deficiencies. This should include a description of operational and general safety benefits of the project.	Currently the project corridor consists of two bituminous drive lanes, bituminous & gravel shoulders, along with turn lanes and bypass lanes to the CentraCare hospital medical campus and St. John Lutheran School. Other county roads throughout Redwood County have similar construction and include turning and bypass lanes. Along CSAH 24, the two new developments will add 2 new entrances to CSAH 24. Constructing these turn lanes and bypass lanes with this proposed project will provide safer turning movements into the new development. The proposed turn lanes and bypass lanes will create a consistent corridor along CSAH 24. Because of the proposed project, motorists traveling along CSAH 24 to CentraCare, St. John Lutheran School, the new residential and industrial development, and the Lower Sioux Indian Community in the State of Minnesota will be able to expect and count on turn lanes and bypass lanes to all of the regionally significant facilities along CSAH 24.
Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.	Yes - project will have a service life of 10 or more years

D: LRIP Account Considerations and Eligibility

D2: Routes of Regional Significance Account Considerations and Eligibility

For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?	Farm to Market route Part of an economic development plan Provides capacity or congestion relief to a parallel trunk highway system or county road Part of a 10-ton route network Connect to regional tourist destination Project limits provide a direct connection to the regional system, trunk highway, or a county road

Describe the number of persons and potential multiple local and tribal agencies that will be positively impacted by the project and how they will benefit.	Redwood Falls is a city in Southwest Minnesota of 5102 residents. CSAH 24 links Redwood Falls with the nearby tribal agency, the Lower Sioux Indian Community in the State of Minnesota, which has an estimated population of 534 residents. CSAH 24 also supports the area rural community of approximately 1180 residents and is farm-to-market route and Trunk Highway 68 bypass route for traffic coming from the south and east. The listed ADT for CSAH 24 is 2350, however, this data is from 2019, which is prior to completion of the CentraCare hospital. CSAH 24 sees a high amount of traffic due to the regionally significant facilities in the area that include CentraCare medical campus, St. John Lutheran School, the Lower Sioux Indian Community in the State of Minnesota, Jackpot Junction Casino Hotel, and Lower Sioux Healthcare Center. In addition to these regionally significant facilities, the Reflection Ridge and Reflection Prairie residential and commercial developments will be complete in 2024. Additional growth is expected due to these development areas and therefore more traffic will be added to an already busy corridor. The proposed project will create a safe, consistent, and predictable corridor for motorists traveling along CSAH 24. Motorists will be able to expect turn lanes and bypass lanes for all regionally significant facilities along CSAH 24 between Redwood Falls and the Lower Sioux Indian Community in the State of Minnesota.
Describe the project contribution to the local, regional, state, or Tribal economy, and economic development or redevelopment efforts.	The proposed project will directly contribute to the economic development efforts by the City of Redwood Falls. The new turn lanes will provide safe access to the new residential and commercial development in Redwood Falls. The Reflection Ridge and Reflection Prairie residential and commercial developments, the reason for the proposed project, are a part of a larger effort by the City of Redwood Falls to provide opportunities for development throughout the city. These two developments will provide new residential and commercial business lots for new homes and businesses to come to Redwood Falls. The new developments are just down the road from the new St. John Lutheran School and CentraCare medical campus and are 4 miles away from the Lower Sioux Indian Community in the State of Minnesota. Please see the attached letters of support on behalf of the proposed CSAH 24 turn lane improvements.

E: Project Readiness and Ability to Maintain

Estimated Construction Year	2026
Are there railroad impacts (RR crossing or RR tracks within 600’ of the project)?	No RR xings or tracks within 600'
What is the status of the engineering and design work on the project?	Design completed (plan complete)

Has this project been selected for federal funding?	No
Is Right of Way acquisition required?	ROW has been acquired
Describe the local agency’s or Tribal agency’s ability to adequately provide for the safe operation and maintenance of the facility upon completion.	The City of Redwood Falls and Redwood County have the maintenance staff and equipment to regularly monitor and maintain the proposed facilities. Both the city and the county regularly perform maintenance projects such as overlays and sealcoats on their streets to maximize the useful life of their facilities.

F: Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized, multi-modal, and/or transit users on this project and how they align with elements of Complete Streets. (Adoption of a Complete Streets policy is not required for grant eligibility).	The proposed turn lane and bypass lane improvements project takes place in a rural road section. The existing roadway includes bituminous and gravel shoulders to provide room for non-motorized traffic, such as pedestrians and bicyclists. This project will not impact the existing road's ability to accommodate pedestrian and bicyclist facilities. Note that the two developments that are under construction, which the proposed turn lane and bypass lane improvements project is for, include trails for non-motorized traffic that are separated from the high-speed traffic on CSAH 1 and CSAH 24.

G: Estimated Project Construction Cost (only include construction costs)

LRIP Request	1371200
Federal Funds	0
County State Aid Funds	0
Municipal State Aid Funds	0
Local Township Funds	0
Local City Funds	0
Local County Funds	0
MnDOT Trunk Highway Funds	0
Tribal Funds	0
Other Funds	0
Total Project Cost	1371200
Are funds from all sources committed?	Yes

H. Attachments

At least one project location map with routes and project termini labeled	https://www.formstack.com/admin/download/file/15599588155
Engineer’s Estimate/scoping level cost estimate with an itemized breakdown	https://www.formstack.com/admin/download/file/15599588156
Project schedule	https://www.formstack.com/admin/download/file/15599588157
For non-tribal applicants, local agency resolution approving project and pledging support to fund engineering, right of way, inspection, and other non-LRIP eligible costs, as well as LRIP-eligible items in excess of the LRIP grant amount.	https://www.formstack.com/admin/download/file/15599588158
Letters of concurrence or support. (If you have multiple letters, please merge them into one file and upload here).	https://www.formstack.com/admin/download/file/15599588159

Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:	Determined that no potential organization conflict of interest exists

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION NO. 26 OF 2026

RESOLUTION APPROVING LOCAL ROAD IMPROVEMENT PROGRAM GRANT AGREEMENT GRANT TERMS AND CONDITIONS SAP NO. 207-020-003, TIED TO SAPs 207-590-001 AND 207-591-001

WHEREAS, the City of Redwood Falls has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $ **619,608.90** by reason of the lowest responsible bid;

BE IT RESOLVED, that the City of Redwood Falls does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

1. The Mayor or City Administrator or their successors in office, are hereby authorized to execute such working grant agreements, final agreements, grant awards and subsequent contracts and amendments, and negotiate changes in the scope of thereto, as are necessary to implement the above project on behalf of the City of Redwood Falls.

2. The City Council hereby approves the attached working grant agreement 1062457 with MnDOT for the Redwood Falls LRIB Turn Lanes Project.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota on this 7th day of April 2026.

ATTEST:

Keith Muetzel City Administrator	Tom Quackenbush Mayor

STATE OF MINNESOTA
REDWOOD COUNTY

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Redwood Falls at a duly authorized meeting thereof held on the ___ day of April 2026, as shown by the minutes of said meeting in my possession.

Witness my hand as the City Clerk and the corporate seal of the City of Redwood Falls, this ___ day of April 2026.

CAITLIN KODET
Deputy City Clerk

Seal

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** 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:

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

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

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LRIP Grant" - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LRIP" - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LRIP Grant" - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

"Public Entity" - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

Article II
GRANT

Section 2.01 G**rant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public **Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public **Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.

E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.

F. 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 or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, 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 the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

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

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

I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.

K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.

L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.

N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.

O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

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

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner 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 six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP 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, covenant, or warranty contained herein.

C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner’s Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.

D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.

I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner 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 MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

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

B. If the Event of Default involves a sale of the Public Entity’s interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner’s Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.

C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner 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 herein within 30 days of demand by the Commissioner, 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 MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset 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 MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 **Termination of Agreement and Modification of LRIP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT' s obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess **Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER'S ORDER

Section 3.01 **State Bond Financed Property**. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 **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 use or invest the LRIP 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 Code Section 148.

B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner 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: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).

E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 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 interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV
DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:
Cumulative Advances ≤ (Program Grant) × (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:
Cumulative Advances ≤ (Program Grant) × (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.

B. 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.

C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

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

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

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project.

B. All Advances are processed on a reimbursement basis.

C. The Public Entity must first document expenditures to obtain an Advance.

D. Reimbursement requests are made on a partial payment basis or when the Project is completed.

E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V
MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

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

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, 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 generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. 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 exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **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 personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at:	Minnesota Department of Transportation Office of State Aid 395 John Ireland Blvd., MS 500 Saint Paul, MN 55155 Attention: Marc Briese, State Aid Programs Engineer
To the Commissioner at:	Minnesota Management & Budget 400 Centennial Office Bldg. 658 Cedar St. St. Paul, MN 55155 Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner 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 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the 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 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity 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 MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental 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 5.17 **Public Entity Tasks**. Any tasks that the 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 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **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 order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in **Exhibit A**, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in **Exhibit A**, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

City of Redwood Falls

Jim Doering
Public Works Project Coordinator
Phone: 507-616-7400
Fax: 507-637-2417
jdoering@ci.redwood-falls.mn.us

Meeting Date: April 7, 2026

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 27 of 2026

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

Summary/Overview: Staff recommends approval of Resolution No. 27 for the Safe Routes to School "Trail Grant" MnDOT 1062470 known as State Aid Project No. 207-591-001 for $497,205.39. The grant amount is based off bids received and awarded to M.R. Paving and Excavating of New Ulm on March 17, 2026. This grant covers a portion of the total bid amount of $1,397,583,69 shown in Exhibit A of the sources and uses portion of the grant agreement as part of the Council packet.

Attachments:
- Resolution No. 27 of 2026
- Map of Project Area
- MnDOT Grant Agreement 1062470

RESOLUTION NO. 27 OF 2026

RESOLUTION APPROVING SAFE ROUTES TO SCHOOL PROGRAM GRANT AGREEMENT GRANT TERMS AND CONDITIONS SAP NO. 207-591-001, TIED TO SAPs 207-590-001 AND 207-020-003

WHEREAS, the City of Redwood Falls has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $**497,205.39** by reason of the lowest responsible bid.

BE IT RESOLVED, that the City of Redwood Falls does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

1. The Mayor or City Administrator or their successors in office, are hereby authorized to execute such working grant agreements, final agreements, grant awards and subsequent contracts and amendments, and negotiate changes in the scope of thereto, as are necessary to implement the above project on behalf of the City of Redwood Falls.

2. The City Council hereby approves the attached working grant agreement **1062470** with MnDOT for the Redwood Falls Safe Routes to School Trail Project.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota on this 7th day of April 2026.

ATTEST:

____________________________________ ____________________________________

Keith Muetzel City Administrator	Tom Quackenbush Mayor

STATE OF MINNESOTA
REDWOOD COUNTY

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Redwood Falls at a duly authorized meeting thereof held on the ___ day of April 2026, as shown by the minutes of said meeting in my possession.

Witness my hand as the City Clerk and the corporate seal of the City of Redwood Falls, this ___ day of April 2026.

CAITLIN KODET
Deputy City Clerk

Seal

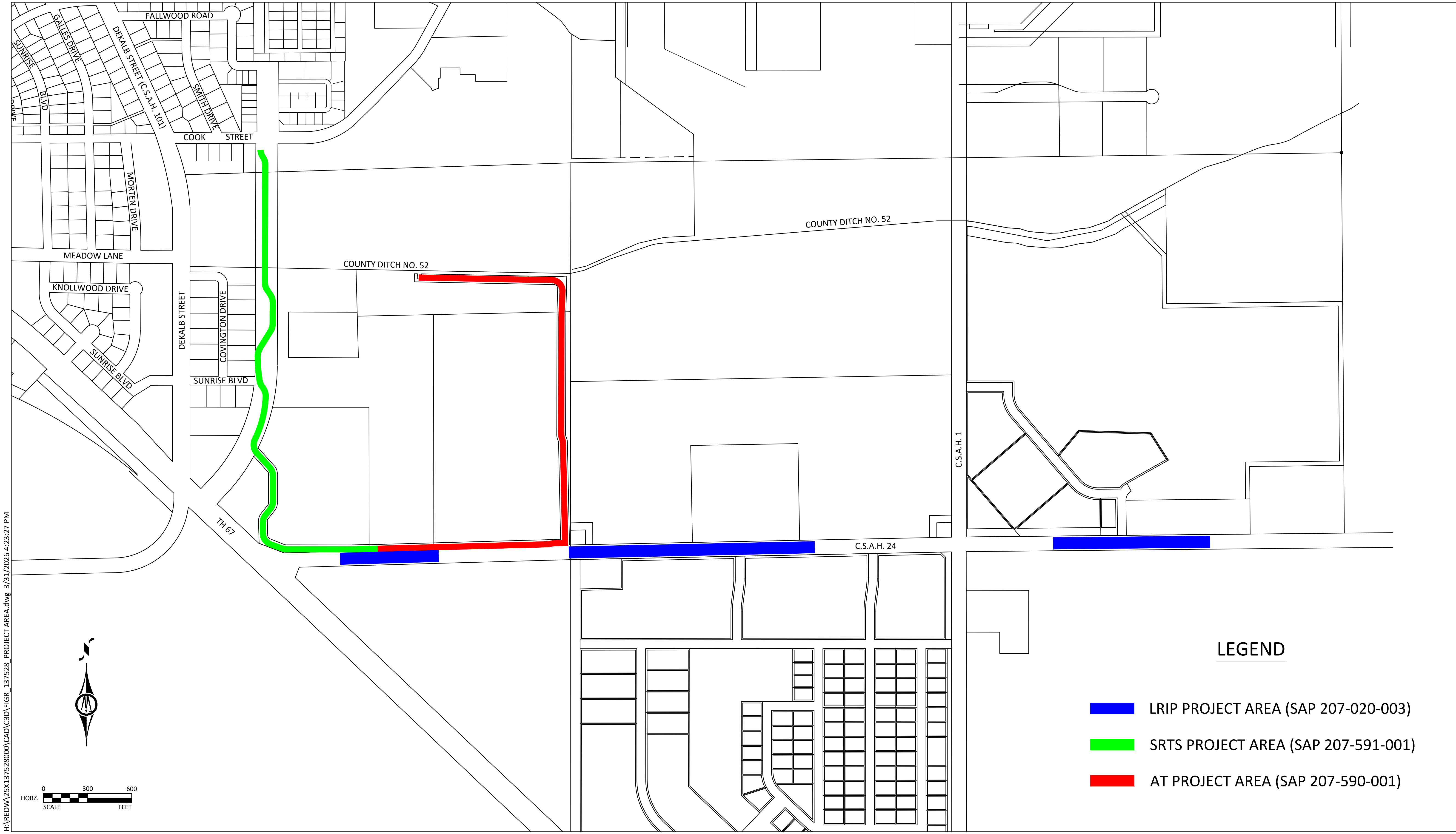
MULTI-USE TRAILS & TURN LANE IMPROVEMENTS

CITY OF REDWOOD FALLS, MN

FIGURE #1: PROJECT AREA

MARCH 2026

BOLTON & MENK



STATE OF MINNESOTA
SAFE ROUTES TO SCHOOL PROGRAM
GRANT AGREEMENT

This Grant Agreement (the "Agreement") is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Redwood Falls
PO Box 526____________________________
333 South Washington Street ______________
Redwood Falls, MN 56283 _______________
Contact: James Doering, Public Works Project Coordinator

RECITALS

1. Minn. Stat. § 174.40 authorizes State to enter into this Agreement.
2. General Funds were appropriated for the Safe Routes to School Program in Minnesota Laws 2023, Chapter 68- H.F. 2887.
3. Grantee has been awarded Safe Routes to School (SRTS) Program funds under Minn. Stat. § 174.40.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State. Pursuant to Minn. Stat. § 16B.98, Subd. 1, Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Agreement.

AGREEMENT TERMS

1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

1.1 **Effective Date.** This Agreement will be effective on the date State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. As required by Minn. Stat. § 16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until this Agreement is fully executed and Grantee has been notified by State's Authorized Representative to begin the work.

1.2 **Expiration Date.** This Agreement will expire on **December 31, 2029,** or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers' Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 **Grantee's Duties**

2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.

2.2 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 **Time**

3.1 Grantee must comply with all the time requirements described in this Agreement. In the performance of this grant Agreement, time is of the essence.

4 **Consideration and Payment**

4.1 **Consideration.** State will pay for all services performed by Grantee under this Agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Grantee under this Agreement will not exceed $**497,205.39.**

4.2 **Payment**

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this Agreement. State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements**. State will promptly pay all valid obligations under this Agreement as required by Minn. Stat. § 16A.124. State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten (10) days of discovering the error. After State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven (7) calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** Grantee must promptly return to State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to State.

4.2.6 **Closeout.** State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, Subd. 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 **Conditions of Payment**

All services provided by Grantee under this Agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representatives**

6.1 State's Authorized Representative is:

Marc Briese,
Programs Manager,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

James Doering
Public Works Project Coordinator
PO Box 526
333 South Washington Street
Redwood Falls, MN 56283
Office: 507-616-7400
jdoering@ci.redwood-falls.mn.us

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee will immediately notify State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. § 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this Agreement or transaction, are subject to examination by State and/or the State Auditor or Legislative Auditor, the Attorney General, as appropriate, for a minimum of six (6) years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 **Government Date Practices**
Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Grantee or State.

11 **Workers' Compensation**
Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way State's obligation or responsibility.

12 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 **Termination; Suspension**
13.1 **Termination by the State.** State may terminate this Agreement with or without cause, upon thirty (30) days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance does not release State from its obligations under the agreement.
13.2 **Termination for Cause.** State may immediately terminate this grant Agreement if State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
13.3 **Termination for Insufficient Funding.** State may immediately terminate this Agreement if:
13.3.1 It does not obtain funding from the Minnesota Legislature; or
13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to Grantee. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State will provide the Grantee notice of the lack of funding within a reasonable time of State's receiving that notice.
13.4 **Suspension.** State may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 **Data Disclosure**
Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee's contract award on this Project.

16 **Discrimination Prohibited by Minnesota Statutes § 181.59.** Grantee will comply with the provisions of Minn. Stat. § 181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 **Additional Provisions**

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minn. Stat. Chapter 177, and specifically those provisions contained in Minn. Stat. § 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the Project.

18.2 **E-Verification.** Grantee 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 order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to

State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations**. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grant funds (the "Real Property") for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

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

18.6 **Grant Administrator and Organizational Leadership Contact Information**. Pursuant to Minn. Stat. § 16B.98, Subd. 5(d), if grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.

[The remainder of this page has intentionally been left blank.]

GRANTEE
The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:____________________________________

Title:__________________________________

Date:__________________________________

By:____________________________________

Title:__________________________________

Date:__________________________________

By:____________________________________

Title:__________________________________

Date:__________________________________

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By:____________________________________
State Aid Programs Manager
(with delegated authority)

Date: __________________________________

DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT

By:____________________________________

Date:__________________________________

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS			**USES OF FUNDS**	
Entity Supplying Funds	**Amount**		**Expenses**	**Amount**
State Funds:			**Items Paid for with SRTS General Fund Grant Funds:**	
2023 SRTS Infrastructure Funds (SAAS Acct 412)	$497,205.39			
Other:			Construction of multi-use trail improvements	$497,205.39
Subtotal	$497,205.39		Subtotal	$497,205.39
Public Entity Funds:			**Items paid for with Non-SRTS General Fund Grant Funds:**	
Matching Funds				
Local Match	$1,740.61			
Other:				
2023 AT General Fund Grant, SAAS Acct 416, under agreement # 1062471 **SAP 207-590-001**	$279,028.79		Construction of multi-use trail improvements	$900,378.30
2023 LRIP Funds (SAAS Acct 385), under agreement # 1062457; **SAP 207-020-003**	$619,608.90			
Subtotal	$900,378.30		Subtotal	$900,378.30
TOTAL FUNDS	$1,397,583.69	=	**TOTAL PROJECT COSTS**	$1,397,583.69

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Form Name:	2023 Minnesota Safe Routes to School (SRTS) Program: Infrastructure Solicitation Application
Submission Time:	January 30, 2024 10:44 am
Browser:	Chrome 121.0.0.0 / Windows
IP Address:	38.140.144.226
Unique ID:	1189308485
Location:	44.9834, -93.2622

Minnesota Safe Routes to School (SRTS) Program: Infrastructure Solicitation Application

I. Project Information

A. Applicant Information

Name	Jim Doering
Agency Name	City of Redwood Falls
Job Title/Position	Public Works Project Coordinator
Phone	(507) 616-7400
Email	jdoering@ci.redwood-falls.mn.us
Agency Type	State Aid City
Address	PO Box 526 Redwood Falls, MN 56283
County	Redwood
MnDOT District	District 8

B. Lead Agency Sponsor Information

As a grant applicant, are you representing a township, non-state aid city, or a school or school district? If yes, you are required to have a county sponsor.	No, I am not a township, non-state aid city, or a school or school district

C. Project Funding

SRTS Request	685900
Local City Funds	171480
Total project cost	857380
Are funds from all sources committed?	Yes

D. Brief Project Description

Enter a brief description or title of your project. Example: Construct shared use path along north side of CSAH 12 (Cedar Street) including bumpouts at all quadrants at the CSAH 12 and Main Street intersection in the City of Moose River.	The proposed Redwood Falls Community Trail Project will construct approximately 0.7 miles of bituminous, multiuse trail and a box culvert to carry the trail over County Ditch 52. The trail will connect St. John Lutheran School to Redwood Valley High School and is part of a group of trail projects.

E. Project Location

Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, or county other than the applicant or lead agency sponsor?	Yes
If yes, list all public entities that are a part of this project. An entity should be listed if it is partnering on this project or if this project will be constructed at any point within its city/township/county limits.	The project will impact MnDOT Trunk Highway 67 right-of-way.
Beginning Point - Latitude	44.530178
Beginning Point - Longitude	-95.097395

F. Funding Sources

Has this project been selected for federal funding?	No

G. Eligibility Check

The applicant must have a full resolution (not just a letter of support) from their council or governing board approving the project and pledging support to fund engineering, right of way, inspection, and other non-SRTS eligible costs, as well as SRTS-eligible items in excess of the SRTS Infrastructure grant amount. The applicant understands this eligibility requirement and has executed this document for attachment to the application.	Yes

Township, non-state aid city, and school or school district applicants will need a state aid city or county to serve as their lead agency project sponsor. If a lead agency sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring county or state aid city agreeing to serve as a sponsor and to support the project by performing tasks identified above in section "Lead Agency Sponsor". The applicant understands this eligibility requirement and has obtained this document for attachment to the application.	Not applicable (application is from a state aid city, county, or tribe)
The applicant must have a full resolution (not just a letter of support) from all non-Tribal entities (except MnDOT) other than the applicant or lead agency sponsor whose property or right-of-way will be impacted by the proposed project. The applicant understands this eligibility requirement and has obtained, if required, this document from all impacted entities for attachment to the application.	Not applicable (no other public agency right-of-way is impacted)
Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.	Yes - project will have a service life of 10 or more years
Projects are required to be ready for construction in 2024 or 2025. The applicant understands this eligibility requirement and will award a contract and be under construction by December 15, 2025.	Yes
Please select the anticipated construction year	2025

Safe Routes to School Infrastructure grant funds cannot be used on impacts to trunk highways or trunk highway right-of-way without an explicit letter of support from the MnDOT District Engineer. The applicant understands this eligibility requirement and has obtained, if required, this document for attachment to the application.	Yes
Applicants for Safe Routes to School infrastructure funds must have adopted subdivision regulations that require Safe Routes to School infrastructure in developments authorized on or after June 1, 2016. The applicant understands this eligibility requirement and can attach proof of compliance via ordinance or other language that demonstrates how it is applied to the application.	Yes
Only construction costs are eligible for the program. Development of engineering and construction plans are not eligible nor are right-of-way acquisition costs. All awarded projects must follow the State Aid process, which includes developing a construction plan set signed by a licensed engineer. The applicant must have the ability to develop this plan set or the funds to pay a consultant to develop this plan set. Exhibits from engineering studies do not qualify as a construction plan set. The applicant understands this requirement and has the ability or funds to develop the plan set.	Yes

Safe Routes to School funds cannot be used to pay school, local agency, or federally recognized Indian Tribe staff time to construct or install any improvements. School, local agency, or federally recognized Indian Tribe staff time is not an eligible cost for the program. All awarded projects must be put out to bid and awarded to a contractor. The applicant understands this program requirement and plans to bid the project out to a contractor.	Yes

H. Project Evaluation

Name	Keith Muetzel
Job Title / Role	City Administrator
Email	kmuetzel@ci.redwood-falls.mn.us
Phone	507-616-7400

II. Project Improvements & Safety

I. School Information

School 1: School Name	Saint John Lutheran School
School 2: School Name	Redwood Valley Senior High
School 1: School Location	34719 County Rd 24, Redwood Falls, MN 56283
School 2: School Location	100 George Ramseth Dr, Redwood Falls, MN 56283
School 1: Grades Available	Pre-K - 8th
School 2: Grades Available	5th -12th
School 1: Number of Students Enrolled	146
School 2: Number of Students Enrolled	685; 5th-8th 338, 9th-12th 347

J. Safety Concerns

At any location in the project area, do pedestrians or bicyclists travel where safe infrastructure is not provided?	Yes

Check any that apply below:	Pedestrians walk along the grass or ditch. People cross a roadway at any point other than an intersection or marked crossing
Have safety risks or hazards related to vehicles been identified within the project area that prevent people from safely walking or biking in or near the project area?	Yes
Check any that are present in the project area:	High vehicle speeds High levels of traffic Low stop or yield compliance for pedestrians or cyclists Low visibility of pedestrians or cyclists / Drivers unable to see pedestrians or cyclists
Please use this space to more completely list and describe the safety risks, hazards, or uncomfortable walking or biking conditions that have been identified above, including the locations of these risks and conditions. Applicants may also reference any survey data, crash data, pedestrian or bicycle plan, or other relevant sources. Upload any referenced sources when submitting this application. Each attachment must be referenced in the application, otherwise the attachment will not be considered in the scoring of the application.	The need for safety improvements in the project area is well documented through planning and public engagement efforts (See Attachment E). Safety issues are largely the result of transportation infrastructure that exclusively serves the needs of automobile users (See Attachment F). St. John Lutheran School students living in the city reside north and west of the school. Today, students must use TH 67 (1,820 AADT), CSAH 24 (2,350 AADT), or South Dekalb Street (2,550 AADT) to walk, bike or roll to access the school. Dekalb Street (CR 101), which serves as the primary pedestrian access route, features a small shoulder, no sidewalks and a 35 mph speed limit. TH 67 features a 60 mph speed limit and a narrow gravel shoulder. CSAH 24 has a paved shoulder, a 45 mph speed limit and no sidewalk. Insufficient infrastructure, high-speed vehicles and high traffic volume contribute to an unsafe environment for students who rely on non-motorized travel. There have been three crashes involving bicyclists or pedestrians near the project area along Dekalb Street and TH 67, according to crash data from 2006-2015. As part of the city's 2017 SRTS Plan, residents provided specific concerns on an online map. Residents indicated a desire to use a route separate from the dangerous roadways discussed above. Students reported using improvised routes through the fields behind St. John Lutheran School to walk to school (Attachment E). DeKalb Street has been a hotspot for residents' concerns as it lacks dedicated space for pedestrians and a sufficient crossing point between TH 67 and County Ditch 52
Does the school(s) or school district have a no walking and/or bicycling to school policy?	No

Does the school(s) provide hazard busing? Hazard busing refers to school bus services provided to students who live in the immediate proximity of the school because of a safety hazard to walking or biking near the school.	No
Does the school(s) district have plans to relocate or repurpose the school facilities within the next 10 years?	No
Does the school(s) or school district promote any activities or policies to encourage students walking and bicycling?	Yes
Please describe these activities or policies.	Both schools have periodic "Walk!Bike!Fun!" education events to encourage walking and biking to school. This action strategy is located in their Safe Routes to School Plan.
What percentage of students walk or bike to school?	0%
What percentage of students take the bus to school?	18%

K. Types of Improvements

Curbs and medians	Curb extensions (paint and bollards)
Sidewalks and trails	ADA ramps Trails and shared use paths

Provide a full project description including the locations and uses of each improvement identified above. Please include descriptions for other improvements not listed above as well. Include any project maps or design exhibits. These exhibits may be uploaded with your application.	The Redwood Falls Community Trail Project will construct approximately 0.7 miles of 10-foot-wide, bituminous trail in the southeast corner of Redwood Falls. The trail will begin at the eastern edge of St. John Lutheran School property and travel west to TH 67 where it will impact TH 67 right of way. See Attachment A - Project Support to view a letter of support from MnDOT. Improvements will include ADA-compliant ramps and curbs where the path intersects with the school driveway entrance. The trail will then travel northwest for approximately 600 feet along TH 67. The multiuse path will be separated from the roadway by a 25-foot-wide boulevard space. The path will then wind north through a piece of right of way that the city has long reserved for this purpose. The project also will construct a box culvert to carry the proposed trail over the existing County Ditch 52, where it will connect to an existing multiuse trail. The trail will then traverse Redwood Valley Senior High right of way and terminate at East Cook Street, where it will tie into another existing sidewalk with direct access to the high school. The engineer's estimate (See Attachment C) includes pavement markings and signs to be used at locations identified during the design process. These improvements will increase visibility at crossing locations to ensure pedestrian safety.

L. Project Improvements

School(s): Explain how listed improvements would connect students to schools within your community. See Solicitation Guide for example statement.	Most St. John Lutheran School students live north and west of the school, according to the 2017 SRTS plan. The area surrounding the school features a fragmented pedestrian system. The project will directly connect St. John Lutheran School and Redwood Valley High School to communities west of Dekalb Street. Construction is underway on the Southeast Development-a 208-acre development just east of the project that will add hundreds of new housing units. The project will proactively connect future students in this development to St. John Lutheran School, Redwood Valley Senior High and destinations west of the project area. The proposed trail will bridge an area that is currently a significant barrier to pedestrian access.

Safety Risk Mitigation: Explain how each of the listed improvements in "Section K. Types of Improvements" would mitigate the safety risks and hazards described in "Section J. Safety Concerns." See Solicitation Guide for example statement.	The Redwood Falls Community Trail Project includes a package of improvements that will address safety issues identified by the community. Issues are driven by a lack of dedicated pedestrian and bicyclist spaces and proximity to high levels of traffic. The proposed trail alignment ties into the existing trail alignment on the north side of County Ditch 52. The proposed trail is separate from busy roads and will significantly reduce conflict between different modes of transportation. This improvement will mitigate issues that result from vehicle speed and volume. Residents strongly prefer and are more likely to use bicycle infrastructure that is fully separated from motor vehicle traffic, according to the Statewide Bicycle Plan. Public engagement efforts revealed that students and residents often make uncontrolled crossings at the intersection of Dekalb Street and Sunrise Boulevard. The project is designed to mitigate this issue by connecting to an existing paved, multiuse trail that runs north of County Ditch 52. This alternative route will encourage users to use the crosswalk located at East Meadow Lane and Dekalb Street. By connecting to this existing trail, the proposed project will provide an alternate route that allows residents to use the County Ditch 52 Trail and Dekalb Street crossing. This crossing features safety countermeasures to increase visibility, including a painted walkway and signage. As such, pedestrians will have a safe route that will reduce the need to cut through fields and use improvised paths to reach locations.

III. Community Engagement & Transportation Policies

M. Plans, Policies, & Studies

Does the applicant agency or lead agency sponsor have a Safe Routes to School (SRTS) plan?	Yes - please attach to application
In which year did the school(s) adopt the plans?	2017
Has the adopted plan received any updates, addendums, surveys, public engagement sessions, or any other changes since it was adopted?	No
Are the improvements in this project identified in the listed plan?	Yes - please attach to application
Please provide the page number(s) on which the project is identified	Pg. 25 of SRTS Plan

Explain how the proposed improvements in this project were identified, planned, and prioritized. This includes any community engagement or public outreach activities.	The need to expand pedestrian and bicycle access in the southeast corner of the city is well documented in past city planning efforts (See Attachment E). The city is prioritizing pedestrian improvements due to significant development planned to the east of the project area, which is geographically isolated from the rest of the city. Extensive public engagement efforts have guided these proposed improvements. The public is clearly concerned about vehicle speed and have expressed a desire for improved crossings and a connection that avoids Dekalb Street. Based on these concerns, the city identified this project as a top long-term priority in the 2017 SRTS Plan. The city also prioritized this project because it will support pedestrian access to multiple schools.
Has the applicant agency adopted a complete streets policy?	No
List any applicant agency adopted transportation policies that promote safe walking, biking, and rolling. Please attach to application.	The city's development ordinance requires sidewalks where appropriate. See Attachment B.

IV. Equity Score

N: Implementing the 6E Strategies

Check all of the 6E Strategies implemented at the school(s) or school district(s). Please describe events, policies and programs serving these strategies.	Evaluation Equity Engagement/Enforcement Education Encouragement Engineering
EQUITY - Please describe events, policies and programs serving this strategy.	The Redwood Falls Community Trail Project will be built in compliance with ADA standards to ensure students can equitably benefit from the trail. Discussed in the next section, the proposed trail expansion will lower barriers to walking, biking and rolling to school, whether barriers are the result of the built environment or socio-economic conditions.
EVALUATION: Please describe events, policies and programs serving this strategy.	The City of Redwood Falls evaluated data and existing conditions as part of its 2017 SRTS planning effort. This effort included public engagement, demographic analysis, walking surveys, and identification of projects and strategies.
ENGAGEMENT/ENFORCEMENT: Please describe events, policies and programs serving this strategy.	The city has worked with law enforcement to lower speed limits around the Dekalb Steet and TH 67 intersection.

EDUCATION: Please describe events, policies and programs serving this strategy.	St. John Lutheran School teachers are implementing "Walk! Bike! Fun!" curriculum into their classrooms-a strategy recommended in the 2017 SRTS plan.
ENCOURAGEMENT: Please describe events, policies and programs serving this strategy.	St. John Lutheran School has held Bike Bus event where adults and older students lead others to school. The school used BikeMN as a resource for this event.
ENGINEERING: Please describe events, policies and programs serving this strategy.	St. John Lutheran School recognizes that the built environment is limiting many from walking and biking to school. The school has been supportive of the city's efforts to engineer solutions to this issue, including the proposed project and other work by the city to improve pedestrian crossings.

O. Advancing Equity

Describe how this project will advance equity in your community. This should be specific to how this project will benefit the students traveling to and from school in your community. Please see Solicitation Guide for definition of equity.	Existing conditions in the southeast corner of the city effectively eliminate transportation alternatives. This project will advance equity in the community by filling gaps and expanding accessible pedestrian infrastructure. The project also will advance equity in transportation for students accessing both Redwood Valley Senior High and St. John Lutheran School by expanding access to underserved parts of the city. Redwood Valley Senior High is significantly more diverse than the community. The City's SRTS plan included demographic analysis that revealed that 66.4% of students are white and 20.8% are American Indian/Native; data is less specific for St. John Lutheran School. Further, 13.8% percent of children in Redwood Falls lived beneath the federal poverty line. Considering the location of St. John Lutheran School, many students face physical barriers when biking, walking or rolling to school. The project advances equity by expanding safe pedestrian access for students who may face transportation issues. Whether students face barriers resulting from dangerous infrastructure or socio-economic conditions, the project will enhance transportation choice for families. Beyond students, this trail will serve a transportation purpose as this part of the city grows. The project will provide future residents with equitable access to locations, specifically benefiting those with limited mobility. This is important considering the city is disproportionately older than average, with 23.4% of residents over the age of 65 and 10.5% of residents living with a disability.

Describe how this project will serve and protect priority populations in your community. Please see Solicitation Guide for definition of priority populations.	The city has identified that providing accessible transportation alternatives is an effective way to improve community quality-of-life. Project improvements reflect the needs of priority populations in the community, especially students and children. Student safety is a top concern for communities because children often lack direct and safe routes. During public engagement, children reported using improvised paths that are more direct. Redwood Falls also has a large elderly population. In rural areas like Redwood Falls that lack fixed-route transit, low-income and elderly populations walk to locations 58-80% more than their urban counterparts. These populations will appreciate safe pedestrian access to healthcare services, recreation and the citywide sidewalk system. A wide multiuse trail will serve multiple modes and ease use for disabled populations (10.5% of residents). The Redwood Falls Community Trails Project will also proactively serve the needs of a growing city. Construction recently began for a 208-acre housing development immediately southeast of the project area. This development will include more than 100 single housing units ranging from .3 acres to 1.5+ with dedicated blocks to include apartments and multifamily twin-homes. Due to a housing shortage, the great majority of workers in Redwood Falls come into the city for work. This development will allow for people to choose to live within the city; in a development that is supported by safe and robust transportation choices.

P. Safe Routes to School Equity Score

V. Attachments

Approved submitting Agency resolution of support (PDF)	https://www.formstack.com/admin/download/file/15848389600
For non-school/school district applicants: Submitting agency subdivision certification, regulations, or ordinances. (PDF)	https://www.formstack.com/admin/download/file/15848389601
Approved Letter of Support from MnDOT District Engineer if the project has Trunk Highway impacts (if applicable) (PDF)	https://www.formstack.com/admin/download/file/15848389602
Engineering or planning-based cost estimate with itemized breakdown (Excel)	https://www.formstack.com/admin/download/file/15848389603
Timeline of project indicating major milestones and their anticipated completion dates (PDF)	https://www.formstack.com/admin/download/file/15848389604

Pedestrian, bicycle or other transportation plan or study that identifies the proposed project or improvements (PDF) - or - a link to the documents if publicly available elsewhere	https://www.formstack.com/admin/download/file/15848389605
At least one location map with project routes or improvements identified. If you choose to include project photos, please make sure the project location map is the first page in this attachment (PDF)	https://www.formstack.com/admin/download/file/15848389606
Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.	https://www.formstack.com/admin/download/file/15848389607

VI. Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:	Determined that no potential organization conflict of interest exists

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION NO. 27 OF 2026

RESOLUTION APPROVING SAFE ROUTES TO SCHOOL PROGRAM GRANT AGREEMENT GRANT TERMS AND CONDITIONS SAP NO. 207-591-001, TIED TO SAPs 207-590-001 AND 207-020-003

WHEREAS, the City of Redwood Falls has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $ **497,205.39** by reason of the lowest responsible bid;

BE IT RESOLVED, that the City of Redwood Falls does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

1. The Mayor or City Administrator or their successors in office, are hereby authorized to execute such working grant agreements, final agreements, grant awards and subsequent contracts and amendments, and negotiate changes in the scope of thereto, as are necessary to implement the above project on behalf of the City of Redwood Falls.

2. The City Council hereby approves the attached working grant agreement **1062470** with MnDOT for the Redwood Falls Safe Routes to School Trail Project.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota on this 7th day of April 2026.

ATTEST:

_________________________	_________________________
Keith Muetzel	Tom Quackenbush
City Administrator	Mayor

STATE OF MINNESOTA
REDWOOD COUNTY

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Redwood Falls at a duly authorized meeting thereof held on the ___ day of April 2026, as shown by the minutes of said meeting in my possession.

Witness my hand as the City Clerk and the corporate seal of the City of Redwood Falls, this ___ day of April 2026.

____
CAITLIN KODET
Deputy City Clerk

Seal

City of Redwood Falls

Jim Doering
Public Works Project Coordinator
Phone: 507-616-7400
Fax: 507-637-2417
jdoering@ci.redwood-falls.mn.us

Meeting Date: April 7, 2026

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 28 of 2026

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

Summary/Overview: Staff recommends approval of Resolution No. 28 for the Active Transportation "Trail Grant" MnDOT 1062471 known as State Aid Project No. 207-590-001 for $279,028.79. The grant amount is based off bids received and awarded to M.R. Paving and Excavating of New Ulm on March 17, 2026. This grant covers a portion of the total bid amount of $1,397,583,69 shown in Exhibit A of the sources and uses portion of the grant agreement as part of the Council packet.

Attachments: Resolution No. 28 of 2026
Map of Project Area
MnDOT Grant Agreement 1062471

RESOLUTION NO. 28 OF 2026

RESOLUTION APPROVING ACTIVE TRANSPORTATION PROGRAM GRANT AGREEMENT GRANT TERMS AND CONDITIONS SAP NO. 207-590-001, TIED TO SAPs 207-591-001 AND 207-020-003

WHEREAS, the City of Redwood Falls has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $**279,028.79** by reason of the lowest responsible bid.

BE IT RESOLVED, that the City of Redwood Falls does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

1. The Mayor or City Administrator or their successors in office, are hereby authorized to execute such working grant agreements, final agreements, grant awards and subsequent contracts and amendments, and negotiate changes in the scope of thereto, as are necessary to implement the above project on behalf of the City of Redwood Falls.

2. The City Council hereby approves the attached working grant agreement **1062471** with MnDOT for the Redwood Falls Active Transportation Trail Project.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota on this 7th day of April 2026.

ATTEST:

______________________________________ ______________________________________

Keith Muetzel City Administrator	Tom Quackenbush Mayor

STATE OF MINNESOTA
REDWOOD COUNTY

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Redwood Falls at a duly authorized meeting thereof held on the ___ day of April 2026, as shown by the minutes of said meeting in my possession.

Witness my hand as the City Clerk and the corporate seal of the City of Redwood Falls, this ___ day of April 2026.

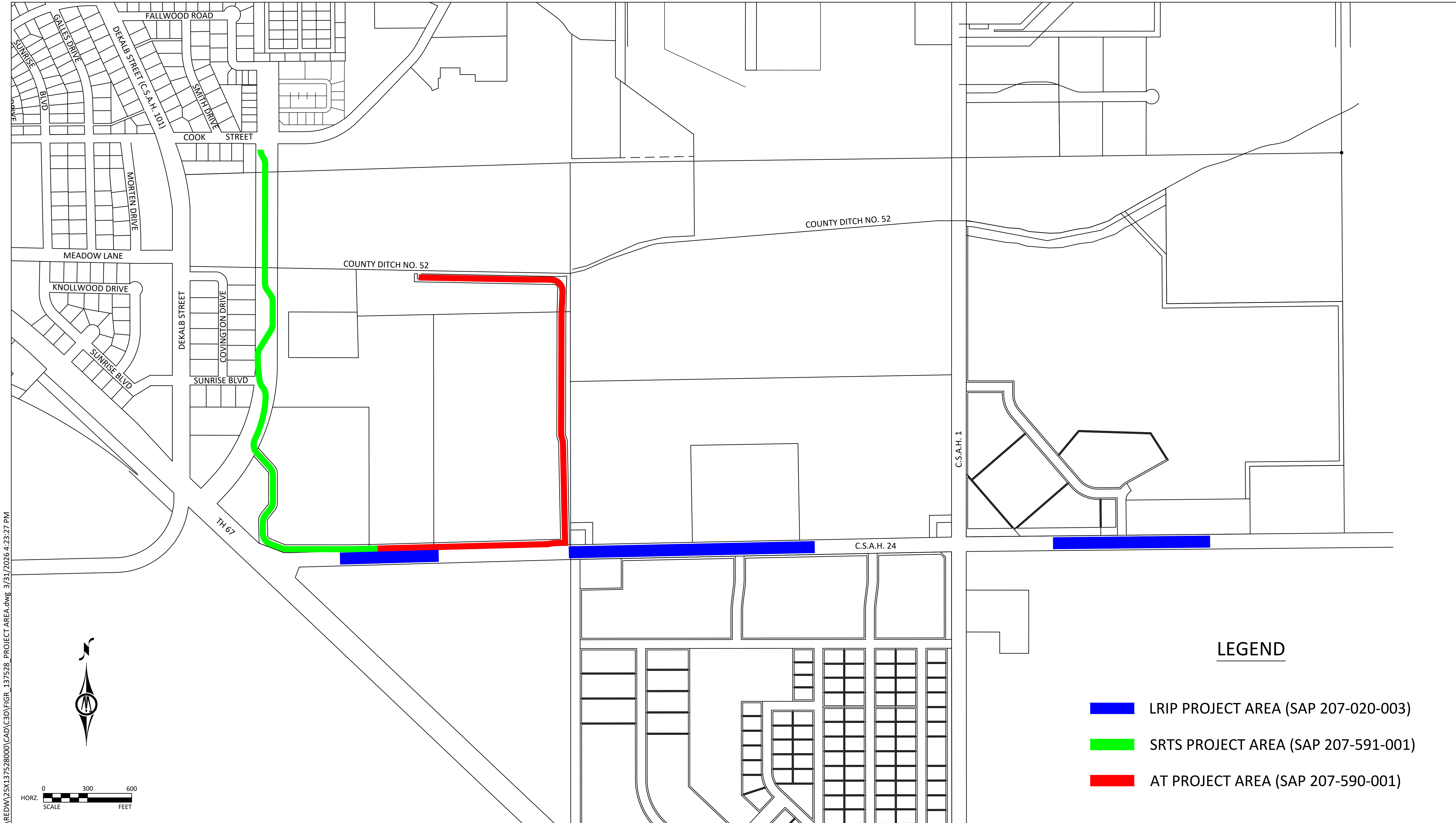
____
CAITLIN KODET
Deputy City Clerk

Seal

FIGURE #1: PROJECT AREA

MARCH 2026

BOLTON & MENK



LEGEND

- LRIP PROJECT AREA (SAP 207-020-003)
- SRTS PROJECT AREA (SAP 207-591-001)
- AT PROJECT AREA (SAP 207-590-001)

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STATE OF MINNESOTA
ACTIVE TRANSPORTATION PROGRAM
GRANT AGREEMENT

This Grant Agreement (the "Agreement") is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Redwood Falls
PO Box 526____________________________
333 South Washington Street ______________
Redwood Falls, MN 56283 _______________
Contact: James Doering, Public Works Project Coordinator_

RECITALS

1. Minn. Stat. § 174.38 authorizes State to enter into this Agreement.
2. General Funds were appropriated for the Active Transportation Program in Minnesota Laws 2023, Chapter 68- H.F. 2887, and in Minnesota Laws 2025, 1st Special Session, Chapter 8- H.F. 14.
3. Grantee has been awarded Active Transportation (AT) Program funds under Minn. Stat. § 174.38.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State. Pursuant to Minn. Stat. § 16B.98, Subd. 1, Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Agreement.

AGREEMENT TERMS

1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

1.1 **Effective Date.** This Agreement will be effective on the date State obtains all required signatures under Minn. Stat. § 16B.98 Subd. 5. As required by Minn. Stat. § 16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until this Agreement is fully executed and Grantee has been notified by State's Authorized Representative to begin the work.

1.2 **Expiration Date.** This Agreement will expire on **December 31, 2029,** or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers' Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this Agreement.

2 **Grantee's Duties**

2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law. Collectively, activities set forth in the grant project application and/or the enabling session law will be referred to as the "Project". See Exhibit B.

2.2 Grantee will comply with all required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a) (1).

2.3 **Asset Monitoring.** If Grantee uses funds obtained by this Agreement to acquire a capital asset, Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without the prior written consent of State and an agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

3 **Time**

3.1 Grantee must comply with all the time requirements described in this Agreement. In the performance of this grant Agreement, time is of the essence.

4 **Consideration and Payment**

4.1 **Consideration.** State will pay for all services performed by Grantee under this Agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Grantee under this Agreement will not exceed $**279,028.79**.

4.2 **Payment**

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this Agreement. State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements**. State will promptly pay all valid obligations under this Agreement as required by Minn. Stat. § 16A.124. State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten (10) days of discovering the error. After State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven (7) calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** Grantee must promptly return to State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to State.

4.2.6 **Closeout.** State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, Subd. 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 **Conditions of Payment**

All services provided by Grantee under this Agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representatives**

6.1 State's Authorized Representative is:

Marc Briese,
Programs Manager,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

James Doering
Public Works Project Coordinator
PO Box 526
333 South Washington Street
Redwood Falls, MN 56283
Office: 507-616-7400
jdoering@ci.redwood-falls.mn.us

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee will immediately notify State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. § 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this Agreement or transaction, are subject to examination by State and/or the State Auditor or Legislative Auditor, the Attorney General, as appropriate, for a minimum of six (6) years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 **Government Date Practices**
Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Grantee or State.

11 **Workers' Compensation**
Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way State's obligation or responsibility.

12 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 **Termination; Suspension**

13.1 **Termination by the State.** State may terminate this Agreement with or without cause, upon thirty (30) days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance does not release State from its obligations under the agreement.

13.2 **Termination for Cause.** State may immediately terminate this grant Agreement if State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 **Termination for Insufficient Funding.** State may immediately terminate this Agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to Grantee. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State will provide the Grantee notice of the lack of funding within a reasonable time of State's receiving that notice.

13.4 **Suspension.** State may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 **Data Disclosure**
Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee's contract award on this Project.

16 **Discrimination Prohibited by Minnesota Statutes § 181.59.** Grantee will comply with the provisions of Minn. Stat. § 181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 **Additional Provisions**

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minn. Stat. Chapter 177, and specifically those provisions contained in Minn. Stat. § 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the Project.

18.2 **E-Verification.** Grantee 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 order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to

State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations**. Grantee shall not, without the written consent of State and the Commissioner, (i) permit or allow the use of any of the Property improved with these grant funds (the "Real Property") for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance, or regulation.

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

18.6 **Grant Administrator and Organizational Leadership Contact Information**. Pursuant to Minn. Stat. § 16B.98, Subd. 5(d), if grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:____

Title:____

Date:____

By:____

Title:____

Date:____

By:____

Title:____

Date:____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By:____
State Aid Programs Manager
(with delegated authority)

Date: ____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By:____

Date:____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS			**USES OF FUNDS**	
Entity Supplying Funds	**Amount**		**Expenses**	**Amount**
State Funds:			**Items Paid for with AT General Fund Grant Funds:**	
2023 AT General Fund Grant, SAAS Acct 416	$279,028.79			
			Construction of multi-use trail improvements	$279,028.79
Other:				
Subtotal	$279,028.79		Subtotal	$279,028.79
Public Entity Funds:			**Items paid for with Non-AT General Fund Grant Funds:**	
Matching Funds				
Local Match	$1,740.61			
Other:				
2023 SRTS Infrastructure Funds (SAAS Acct 412), under agreement # 1062470, **SAP 207-591-001**	$497,205.39		Construction of multi-use trail improvements	$1,118,554.90
2023 LRIP Funds (SAAS Acct 385), under agreement # 1062457 **SAP 207-020-003**	$619,608.90			
Subtotal	$1,118,554.90		Subtotal	$1,118,554.90
TOTAL FUNDS	$1,397,583.69	=	**TOTAL PROJECT COSTS**	$1,397,583.69

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Form Name:	2023 Minnesota State Active Transportation (AT) Program: Infrastructure Solicitation Application
Submission Time:	January 30, 2024 11:03 am
Browser:	Chrome 121.0.0.0 / Windows
IP Address:	38.140.144.226
Unique ID:	1189317160
Location:	44.9834, -93.2622

Minnesota State Active Transportation (AT) Program: Infrastructure Solicitation Application

I. Project Information

A. Applicant Information

Name	Jim Doering
Agency Name	City of Redwood Falls
Job Title/Position	Public Works Project Coordinator
Phone	(507) 616-7400
Email	jdoering@ci.redwood-falls.mn.us
Agency Type	State Aid City
Address	PO Box 526 Redwood Falls, MN 56283
County	Redwood
MnDOT District	District 8

B. Lead Agency Sponsor Information

As a grant applicant, are you representing a township, non-state aid city, or a registered non-profit? If yes, you are required to have a county sponsor.	No, I am not a township, non-state aid city, or a registered non-profit

C. Project Funding

AT Request	508410
Local City Funds	127100
Total project cost	635510
Are funds from all sources committed?	Yes

D. Brief Project Description

Enter a brief description or title of your project. Example: Construct shared use path along north side of CSAH 12 (Cedar Street) including bumpouts at all quadrants at the CSAH 12 and Main Street intersection in the City of Moose River.	The Redwood Falls Community Trail Project will construct 0.7 miles of trails connecting CentraCare-Redwood Hospital and future residential developments to the city's trail and sidewalk network. The project is part of a larger effort to expand pedestrian access in southeast Redwood Falls.

E. Project Location

Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, or county other than the applicant or lead agency sponsor?	No
Beginning Point - Latitude	-95.088290
Beginning Point - Longitude	44.530160

F. Funding Sources

Has this project been selected for federal funding?	No

G. Eligibility Check

The applicant must have a full resolution (not just a letter of support) from their council or governing board approving the project and pledging support to fund engineering, right of way, inspection, and other non-AT eligible costs, as well as AT-eligible items in excess of the AT Infrastructure grant amount. The applicant understands this eligibility requirement and has executed this document for attachment to the application.	Yes

Township, non-state aid city, and registered non-profit applicants will need a state aid city or county to serve as their lead agency project sponsor. If a lead agency sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring county or state aid city agreeing to serve as a sponsor and to support the project by performing tasks identified above in section “Lead Agency Sponsor”. The applicant understands this eligibility requirement and has obtained this document for attachment to the application.	Yes
The applicant must have a full resolution (not just a letter of support) from all non-Tribal entities (except MnDOT) other than the applicant or lead agency sponsor whose property or right-of-way will be impacted by the proposed project. The applicant understands this eligibility requirement and has obtained, if required, this document from all impacted entities for attachment to the application.	Yes
Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.	Yes - project will have a service life of 10 or more years
Projects are required to be ready for construction in 2024 or 2025. The applicant understands this eligibility requirement and will award a contract and be under construction by December 15, 2025.	Yes
Please select the anticipated construction year	2025

Active Transportation infrastructure grant funds cannot be used on impacts to trunk highways or trunk highway right-of-way without an explicit letter of support from the MnDOT District Engineer. The applicant understands this eligibility requirement and has obtained, if required, this document for attachment to the application.	Not applicable (the proposed project does not have trunk highway impacts)
Only construction costs are eligible for the program. Development of engineering and construction plans are not eligible nor are right-of-way acquisition costs. All awarded projects must follow the State Aid process, which includes developing a construction plan set signed by a licensed engineer. The applicant must have the ability to develop this plan set or the funds to pay a consultant to develop this plan set. Exhibits from engineering studies do not qualify as a construction plan set. The applicant understands this requirement and has the ability or funds to develop the plan set.	Yes
Active Transportation funds cannot be used to pay non-profit, local agency, or federally recognized Indian Tribe staff time to construct or install any improvements. Non-profit, local agency, or federally recognized Indian Tribe staff time is not an eligible cost for the program. All awarded projects must be put out to bid and awarded to a contractor. The applicant understands this program requirement and plans to bid the project out to a contractor.	Yes

H. Project Evaluation

Name	Keith Muetzel
Job Title / Role	City Administrator
Email	kmuetzel@ci.redwood-falls.mn.us
Phone	1(507) 616-7400

II. Project Improvements & Safety

I. Safety Concerns

At any location in the project area, do pedestrians or bicyclists travel where safe infrastructure is not provided?	Yes
Check any that apply below:	Pedestrians walk along the grass or ditch. People walk or bike within a vehicle travel lane or roadway People cross a roadway at any point other than an intersection or marked crossing
Have safety risks or hazards related to vehicles been identified within the project area that prevent people from safely walking or biking in or near the project area?	Yes
Check any that are present in the project area:	High vehicle speeds High levels of traffic Low visibility of pedestrians or cyclists / Drivers unable to see pedestrians or cyclists

Please use this space to more completely list and describe the safety risks, hazards, or uncomfortable walking or biking conditions that have been identified above, including the locations of these risks and conditions. Applicants may also reference any survey data, crash data, pedestrian or bicycle plan, or other relevant sources. Upload any referenced sources when submitting this application. Each attachment must be referenced in the application, otherwise the attachment will not be considered in the scoring of the application.	Pedestrian access and safety accommodations in southeast Redwood Falls are insufficient (Attachment E). Resulting from planned development, this portion of the city is expected to grow substantially, leading to increased traffic, safety risk and automobile dependence. Today, residents must use TH 67 (1,820 AADT), CSAH 24 (2,350 AADT) or Dekalb Street (2,550 AADT) to walk, bike or roll to destinations in and around the project area. Dekalb Street (CR 101), which serves as the primary pedestrian access route, features a small shoulder, no sidewalks and a 35 mph speed limit. TH 67 features a 60 mph speed limit and a narrow gravel shoulder. CSAH 24 has a paved shoulder, a 45 mph speed limit and no sidewalk. Collectively, these conditions largely remove alternative transportation options for most residents. As a result of these conditions, residents and students have reported creating their own routes by cutting through fields, other property, or riding bike in traffic or walking on the road shoulders. (Attachment D). City planning efforts have solidified these findings. There have been three crashes involving bicyclists or pedestrians near the project area along Dekalb Street and TH 67, according to crash data from 2006-2015. As part of a 2016 SRTS Plan, residents provided specific concerns on an online map. Residents indicated a desire to use a route separate from the dangerous roadways discussed above. The proposed project will tie into an existing trail along County Ditch 52 and allow residents to avoid Dekalb Street and TH 67, which have been hotspots for complaints.

J. Types of Improvements

Signage and striping	New signage (all types) New crosswalk striping
Sidewalks and trails	ADA ramps Trails and shared use paths

Provide a full project description including the locations and uses of each improvement identified above. Please include descriptions for other improvements not listed above as well. Include any project maps or design exhibits. These exhibits may be uploaded with your application.	The proposed project will construct 0.7 miles of 10-foot-wide, shared-use, bituminous trail in the southeast corner of Redwood Falls. The trail will begin at the western edge of St. John Lutheran School property and travel east to the city limits before turning north to link to an existing trail that connects to Redwood Valley High School and the remainder of the city's non-motorized transportation system. The trail will use CentraCare-Redwood Hospital right of way. See Attachment A to view a letter of support from the hospital and Attachment E for a project map. Improvements will also include wayfinding signage and a painted crosswalk to improve pedestrian visibility. This trail will be an important connection to the Reflection Prairie Development, a new mixed-use development immediately southeast of the project area. This development will include an extensive trail and sidewalk system that will tie into the proposed project. Curb and gutter repair will be included in the project to provide adequate room to incorporate ADA-compliant ramps, where necessary. Curb and gutter removal will be done at both of the CentraCare-Redwood Hospital entrances. The project will incorporate concrete sidewalks at these connection points to allow for truncated domes to be used, as required. The improvement may have a negative effect on low ground between CentraCare-Redwood Hospital and Redwood Falls Public High School. The project team proposes a repair of the existing tile to manage drainage and help mitigate ponding water within the northeast corner of the parcel.

K. Project Improvements

Destinations: Explain how listed improvements would connect communities or connect destinations within your community. Note that since schools have a dedicated funding source through the Safe Routes to School program, this application is looking for how projects will connect destinations other than schools within the applicant’s community. See Solicitation Guide for example statement.	The City of Redwood Falls is committed to connecting neighborhoods to trails, parks, retail centers and public facilities, with connections that are viable for pedestrians and bicyclists (Attachment D). The proposed trail will connect to a hospital and a trail along County Ditch 52. This existing trail will extend access to key locations like Knollwood Park, Knollwood Development, schools and places of worship. Adjacent to the project area, the 208 acre Reflection Prairie Development will generate significant growth with new housing stock ranging from 1.5+ acre lots to high density apartments. As required, this development will feature extensive trails and sidewalks. The project will provide access to this development and proactively meet the transportation needs of future residents.

Safety Risk Mitigation: Explain how each of the listed improvements in "Section J. Types of Improvements" would mitigate the safety risks and hazards described in "Section I. Safety Concerns." See Solicitation Guide for example statement.	Community engagement efforts have identified several safety issues affecting the project area. Existing traffic volumes and speeds strongly discourage the use of transportation alternatives in and around the project area, which currently lacks pedestrian safety countermeasures. The Redwood Falls Community Trail Project includes improvements that will address these specific safety issues. The proposed trail alignment will use right of way that is currently undeveloped agricultural land and tie into the existing trail alignment on the north side of County Ditch 52. The proposed trail alignment is separate from busy roads and will significantly reduce conflict between different modes of transportation. Residents strongly prefer and are more likely to use bicycle infrastructure that is fully separated from motor vehicle traffic, according to the Statewide Bicycle Plan. Public engagement efforts revealed that residents, including students, often make uncontrolled crossings at the intersection of Dekalb Street and Sunrise Boulevard. The project is designed to mitigate this issue by connecting to an existing paved, multiuse trail that runs north of Couty Ditch 52. By connecting to this existing trail, the proposed project will provide an alternate route that allows residents to use the Couty Ditch 52 Trail and Dekalb Street crossing. This crossing features safety countermeasures to increase visibility, including a painted walkway and signage. As such, pedestrians will have a safe route that will reduce the need to cut through fields and use improvised paths to reach locatio

III. Community Engagement & Transportation Policies

L. Plans, Policies, & Studies

Does the applicant agency or lead agency sponsor have any pedestrian or bicycle plan?	Yes - please attach to application
In which year did the local governing agency adopt the plans?	2017
Has the adopted plan received any updates, addendums, surveys, public engagement sessions, or any other changes since it was adopted?	No
Are the improvements in this project identified in the listed plan?	No
Have the improvements been identified in any other planning document or study?	No

Explain how the proposed improvements in this project were identified, planned, and prioritized. This includes any community engagement or public outreach activities.	The need to expand pedestrian and bicycle access in the southeast corner of the city is well documented. See Attachment D to view relevant excerpts from the city's 2035 Comprehensive Plan and the 2017 SRTS Plan.. The city is prioritizing pedestrian improvements due to significant development planned in and around the project area, which is geographically isolated from the rest of the city. The SRTS Plan included extensive public engagement efforts that guided project improvements. The public is clearly concerned about vehicle speed and have expressed a desire for improved crossings and a connection that avoids Dekalb Street. Additionally, -CentraCare-Redwood Hospital is a critical stakeholder that continues to be supportive of the project concept, which will impact their right of way.
Has the applicant agency adopted a complete streets policy?	No
List any applicant agency adopted transportation policies that promote safe walking, biking, and rolling. Please attach to application.	The city has language in its development ordinance that requires sidewalks, where appropriate.

IV. Equity Score

M. Advancing Equity

Describe how this project will advance equity in your community. This should be specific to how this project will benefit the people living and working in your community. Please see Solicitation Guide for definition of equity.	For Redwood Falls residents who encounter barriers to opportunity, safer bike and pedestrian connections will make a noticeable quality-of-life improvement. Existing conditions in the southeast corner of the city effectively eliminate transportation alternatives. This project will advance equity in the community by filling gaps and expanding accessible pedestrian infrastructure. Redwood Falls has vulnerable populations that demonstrate the need for pedestrian infrastructure investment. 10.5% of city residents have a disability. Median household income in the city is $57,500-about 8% lower than average in Greater Minnesota. 6.7% of households do not have a personal vehicle in the household and 9% of residents report walking and biking to work daily. The city is disproportionately older than average, with 23.4% of residents over the age of 65. The project's direct connection to the CentraCare-Redwood Hospital is a critical equity consideration. This project is the result of input from the community and stakeholders, including the hospital. The proposed project will provide a safe and accessible multimodal connection directly to the hospital. Project improvements will ensure that residents, especially those without vehicles or with limited mobility, can access the hospital with transportation alternatives. By partnering with healthcare providers to improve community health, the project advances a goal identified in the Redwood Falls 2035 Comprehensive Plan (See Attachment D - Relevant Plans).
Describe how this project will serve and protect priority populations in your community. Please see Solicitation Guide for definition of priority populations.	The city has identified that providing accessible transportation alternatives is an effective way to improve community quality-of-life. Project improvements reflect the needs of priority populations in the community. Redwood Falls is a disproportionately older community. In rural areas that lack fixed-route transit, like Redwood Falls, low-income and elderly populations walk to locations 58-80% more than their urban counterparts. These populations will appreciate safe pedestrian access to healthcare services, recreation and the citywide sidewalk system. A wide multiuse trail will serve multiple modes and ease use for disabled populations (10.5% of residents). The project will provide a safe connection to St. John Lutheran School and Redwood Valley High School. Students have reported walking through grass fields to reach these schools. The project will provide a dignified and safe route for them to use. The Redwood Falls Community Trails Project will also proactively serve the needs of a growing city. Construction recently began on the Reflection Prairie Development, a 208-acre development immediately southeast of the project area. This development will include more than 100, single and multifamily housing units. Due to a housing shortage, the great majority of workers in Redwood Falls come into the city for work. This development will allow for people to choose to live within the city; in a development that is supported by safe and robust transportation choices.

N. Active Transportation Equity Score

V. Attachments

Approved submitting Agency resolution of support (PDF)	https://www.formstack.com/admin/download/file/15848516956
Engineering or planning-based cost estimate with itemized breakdown (Excel)	https://www.formstack.com/admin/download/file/15848516957
Timeline of project indicating major milestones and their anticipated completion dates (PDF)	https://www.formstack.com/admin/download/file/15848516958
Pedestrian, bicycle or other transportation plan or study that identifies the proposed project or improvements (PDF) - or - a link to the documents if publicly available elsewhere	https://www.formstack.com/admin/download/file/15848516959
At least one location map with project routes or improvements identified. If you choose to include project photos, please make sure the project location map is the first page in this attachment. (PDF)	https://www.formstack.com/admin/download/file/15848516960
Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.	https://www.formstack.com/admin/download/file/15848516961

VI. Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:	Determined that no potential organization conflict of interest exists

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION NO. 28 OF 2026

RESOLUTION APPROVING ACTIVE TRANSPORTATION PROGRAM GRANT AGREEMENT GRANT TERMS AND CONDITIONS SAP NO. 207-590-001, TIED TO SAPs 207-591-001 AND 207-020-003

WHEREAS, the City of Redwood Falls has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $ **279,028.79** by reason of the lowest responsible bid;

BE IT RESOLVED, that the City of Redwood Falls does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

1. The Mayor or City Administrator or their successors in office, are hereby authorized to execute such working grant agreements, final agreements, grant awards and subsequent contracts and amendments, and negotiate changes in the scope of thereto, as are necessary to implement the above project on behalf of the City of Redwood Falls.

2. The City Council hereby approves the attached working grant agreement **1062471** with MnDOT for the Redwood Falls Active Transportation Trail Project.

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

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota on this 7th day of April 2026.

ATTEST:

____________________________________ ____________________________________

Keith Muetzel City Administrator	Tom Quackenbush Mayor

STATE OF MINNESOTA
REDWOOD COUNTY

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Redwood Falls at a duly authorized meeting thereof held on the ___ day of April 2026, as shown by the minutes of said meeting in my possession.

Witness my hand as the City Clerk and the corporate seal of the City of Redwood Falls, this ___ day of April 2026.

CAITLIN KODET
Deputy City Clerk

Seal

City of Redwood Falls

Keith Muetzel
City Administrator
Phone: 507-616-7400
Fax: 507-637-2417
kmuetzel@ci.redwood-falls.mn.us

Meeting Date: April 7, 2026

AGENDA RECOMMENDATION

Agenda Item: Water/Wastewater Foreman Position

Recommendation/Action Requested: Staff recommend approval of an employment offer to Zach Jahnz at Pay Grade 6, Step 1.

Summary/Overview:
Last year's internal transfer of Pete Albu from the water department to the street department created a vacancy for the water/wastewater foreman position. The vacancy was posted internally, two applications were received, and all applicants were interviewed on March 31. The hiring committee is recommending the selection of Zach Jahnz and requests approval of the attached employment letter. Zach has worked in the water department for one year and has served on the fire department for over eight years.

Attachments: Employment Offer

City of Redwood Falls

Sheila Stage
Human Resources Coordinator
Phone: 507-616-7400
Fax: 507-637-2417
sstage@ci.redwood-falls.mn.us

March 31, 2026

Mr. Zach Jahnz
508 Dekalb Street
Redwood Falls, MN 56283

Dear Zach:

We are very pleased to offer you the full-time position of Water-Wastewater Foreman. This offer is contingent upon Council approval on April 7, 2026.

- Your starting salary will be $32.21 per hour, grade 6, step 1 of the 2026 City of Redwood Falls Step Structure and will be effective March 30, 2026.
- On January 1, 2027, you will be eligible for a 3% COLA increase as established by the City Council for RFPEA employees.
- You will also be eligible for a yearly step increase on March 30th each year until you have reached market pay for grade 6. These step increases are contingent on satisfactory performance.
- Your salary will be based on a forty-hour work week. The City of Redwood Falls and RFPEA will comply with the Fair Labor Standards in relation to any hours worked in excess of forty hours (you will be eligible for time and a half for overtime). This position will normally work 7 a.m.to 4 p.m. Monday through Friday, with rotating weekend responsibilities. Due to a specific project or water main breaks, hours may be extended or vary in days or hours.
- You will continue to be eligible for all full-time employee benefits. Vacation and sick leave benefits will remain the same in your new position as Water Wastewater Foreman.
- You will continue to be scheduled for “on call” and paid for “on call” status.

The attached Personnel Action Form outlines this offer that will require your signature as acceptance of the position.

Sincerely,

Sheila Stage

Sheila Stage
HR Coordinator

City of Redwood Falls
Police Department

303 East 3rd Street
PO Box 526
Redwood Falls, MN 56283-0526
Phone: 507-637-4005
Fax: 507-637-1347

Meeting Date: April 7, 2026

Agenda Recommendation

Agenda Item: Review and Approval of Draft Pepperball Policy

Recommendation/Action Requested: Staff Recommends approval of policy

Summary/Overview:

During the February 26, 2026, Redwood Falls City Council meeting, council accepted a donation of $17,000 from the PROTECTS non-profit organization for the purchase of Pepperball non-lethal launchers. Since then, the department received the donation as well as all the launchers and ancillary equipment from the manufacturer. In addition, two officers attended the train-the-trainer class and are ready to train all RFPD officers on the correct use of Pepperball launchers.

Before the launchers can be deployed for patrol use a policy is required. The manufacturer does not have a suggested policy, however, they did provide several samples of policies from law enforcement agencies throughout the country which have already deployed the Pepperball launchers.

Police Chief Cotner reviewed all these policies and in consultation with the Pepperball instructors and RFPD supervisory staff developed a draft Pepperball policy. The policy outlines, among other items; training requirements, use of force levels, decontamination procedures, supervisor authorizations, care and maintenance, and reporting.

Attachments:

Draft Policy #47 – Pepperball Launchers

City of Redwood Falls
Police Department

303 East 3rd Street
PO Box 526
Redwood Falls, MN 56283-0526
Phone: 507-637-4005
Fax: 507-637-1347

Subject: #47 Pepperball Launchers
Creation Date: April, 2026

I. Policy:

When it is safe to do so, de-escalation tactics are the preferred method to gain compliance with non-compliant subject(s). However, de-escalation is not effective for all people in every situation so it may be necessary to use alternative methods to gain compliance.

It is the policy of the Redwood Falls Police Department to utilize a Pepperball launcher to gain compliance from non-compliant subject(s) without intentionally causing bodily injury when it is likely to be the best option. Nothing in this policy shall be interpreted to prevent the use of deadly force or less-lethal force when it is justified under Minnesota Statute or RFPD policy. Furthermore, nothing in this policy shall supersede the officer's obligation to comply with Minnesota Use of Force Statutes or RFPD Use of Force policies.

II. Definitions:

-Pepperball Launcher: Any device designed to expel Pepperball projectiles

-Pepperball Projectiles:

1. Round projectile containing a chemical or organic irritant designed to be launched at a single, or multiple, non-compliant person(s) with the purpose of obtaining compliance or dispersal through kinetic impact and/or inhalation of the irritant.
2. Object designed to break glass but not to be used against non-compliant subjects. These include, but may not be limited to: VXR Shatter/Glass Breaker/Glass Breaker-X.

-Deploy: Using a Pepperball launcher to gain compliance from a non-compliant subject(s).

-Area Saturation: Deploying Pepperball projectiles containing a chemical irritant against inanimate object(s) near one or more non-compliant subjects.

-Potentially Vulnerable Subject: A person who, due to their age, size, body mass, obvious injury, pregnancy, or other factor that could experience exacerbated effects of Pepperball projectiles.

III. Deployment Guidelines:

1. Pepperball launchers are classified as a non-lethal device by the manufacturer, however, Pepperball launchers are designed to launch a projectile with the intended result of compliance through kinetic impact and/or in response to inhalation of the irritant powder inside the projectile. Although there is a potential to inflict injury if a projectile strikes a subject's face, eyes, neck or groin, when used in accordance with the manufacturers training curriculum, Pepperball launchers are on the same use of force level as OC spray.

2. Only officers who have been properly trained by a Pepperball instructor may deploy the Pepperball launcher. Discharging Pepperball projectiles shall conform to the curriculum of Pepperball training.

3. Pepperball launchers and projectiles can be affected by extreme heat and cold temperatures. Officers shall remove the Pepperball launchers and projectiles from squad cars at the end of their shift when temperatures inside the squad exceed 100 degrees or below 0.

4. Officers who are trained to deploy Pepperball launchers shall inspect the launchers and projectiles at the beginning of their shift. If a malfunction or damage is identified it must be reported to a supervisor as soon as possible and the launcher or projectiles shall be taken out of service until it can be repaired by the manufacturer or qualified armorer.

5. Officers shall not make modifications to the Pepperball launchers or projectiles without approval from an RFPD Pepperball instructor. Officers shall only use department purchased Pepperball launchers and projectiles while on-duty.

6. Officers shall not discharge Pepperball launchers for demonstration purposes without prior approval from the Police Chief, or designee.

7. Officers are not required to notify a supervisor prior to deploying a Pepperball launcher but should do so if time and circumstances allow. Whenever feasible, officers should provide a warning to non-compliant subjects they may be shot with the Pepperball projectile if they do not comply. Whenever feasible, officers should notify officers on-scene they are about to discharge the Pepperball launcher.

8. When it is feasible, officers shall activate their body worn camera prior to deploying a Pepperball device or launching projectiles at a non-compliant subject(s).

9. Decontamination of subject(s) affected by Pepperball projectiles will begin as soon as the subject(s) has been taken into custody and it is safe for officers to do so. Decontamination shall be consistent with procedures for OC spray as found in Policy #32, Subdivision C, subsection c, i-iv.

10. After deploying Pepperball projectile(s) at a non-compliant subject, and the subject has been taken into custody, officers must evaluate the medical condition of the detained subject and, if warranted, render aid or obtain medical aid as soon as possible.

11. Pepperball launchers may be used for area saturation toward multiple non-compliant subjects in order to gain compliance or to encourage them to exit the area. Persons affected by an area saturation of Pepperball projectiles may require medical aid. Officers must monitor people within, or near, an area saturation and render aid if necessary.

12. As distances between a non-compliant subject(s) and a Pepperball launcher decrease the potential for unintended injury to the subject(s) may increase. For this reason, before launching projectiles at close range officers should consider the totality of the circumstances including, but not limited to: the level of non-compliance displayed by the subject; the size of the subject in comparison to the officer; whether the subject is armed; clothing worn by the subject. All these, and other factors, should be considered in choosing whether to launch a Pepperball projectile directly at the subject or for area saturation.

13. When confronted by potentially vulnerable non-compliant subject(s) officers should consider the possibility of injury if the person is directly struck by a projectile and whether area saturation could obtain compliance.

14. Pepperball launchers may be utilized to deploy projectiles designed to break glass in order to gain access to a non-compliant subject. The use of launchers and projectiles designed to break glass shall be restricted to RFPD supervisor staff, or, by an officer who has received explicit authorization from a supervisor to deploy glass breaking projectiles.

IV. Reporting

1. Any officer that points a Pepperball launcher at a non-compliant subject, fires projectiles at a non-compliant subject, fires projectiles for area saturation, or fires a glass breaking projectile the officer shall document the incident in both a written report as well as a use of force report.