

AGENDA
WYKOFF CITY COUNCIL

November 10, 2025

7:00 p.m.

- 1. CALL MEETING TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. APPROVAL OF CONSENT AGENDA:**
 1. APPROVAL OF MINUTES- Regular Minutes October 14th, 2025 Special meeting October 20th
 2. APPROVAL OF BILLS
 3. APPROVAL OF TREASURER'S REPORT
- 5. VISITORS**
 1. Rebecca Sheely
- 6. COMMITTEE REPORTS**
 1. WWTP-Rick Whitney, Ryan Breckenridge, Jeff Hare
 2. Fire Dept.-Mike Lund
 - a. Approval of Turnout gear for new Fire Person
 - b. Quotes for new Fire Dept Laptop
 3. First Responders- Cory Bremseth
 4. Personnel Committee-Barb Fate and Missy Musel
 5. Streets-Mayor and Jane Baker
 6. Community Education -Barb Fate and Jane Baker
 7. Revolving Loan Committee-Barb Fate and Jane Baker
 8. Park and Recreation, Joint Trails Board Representatives-Jane Baker and Jeff Hare
 9. Zoning
 - a. Approval of Zoning Request Brian Wiemerslage Utility Shed
 10. Sheriff's Report
 11. Mayor's Report
- 7. Old Business**
- 8. New Business**
 - a. Resolution to Accept Donation 2025-20
 - b. Advertising for Bluff Country
 - c. Poll for Storage Container
 - d. Increase price of 2nd Meter
 - e. Resolution for Street Assessments
 - f. Resolution for Delinquent Utility Bills
 - g. Grants- Solar & Library
- 9. ADJOURNMENT**

Wykoff City Council Meeting
Regular Meeting Minutes
October 14, 2025, ~ 7:00 pm

A meeting of the Wykoff City Council was held in the Council Room at 106 Gold St. N. on October 14, 2025, at 7:00 pm. Attendees included Mayor Ryan Breckenridge, Jeff Hare, Barb Fate and Jane Baker. Absent: Missy Musel. Also, present City Administrator, Becky Schmidt.

Agenda-Mayor Breckenridge called for any additions and noted that under New Business adding:

- D. Liability Coverage
- E. Office Hours
- F. Norby Tree Service

Motion by Fate and seconded by Baker to approve the agenda as noted. Motion carried 4-0.

Consent Agenda- Mayor asked to remove the bill pay to Stantec and discuss further in New Business (b) Stantac Change Order. Motion to accept the consent agenda as presented by Baker and seconded by Hare. Motion carried 4-0.

Visitors- None

WWTP- Rick Whitney reported to the council the list as stated below:

- 1.) Completed DMR no limit exceedances.
- 2.) Completed rounds, checks and process control.
- 3.) Conducted MLSS checks.
- 4.1 Checked biological activity under microscope.
- 5.) Cleaned & Loaded Sludge drying bed.
- 6.) Spoke to Minnesota pump regarding lift station service.
- 7.1 Assisted with 4 Locates.
- 8.) Met with Streets Committee
- 9.) Spoke with KLM regarding water tower cleaning.
- 10.) Met with Joe Oconnell AA excavating.
- 11.) Cleaned headworks area pulled screenings.
- 12.) Mowed and trimmed plant.
- 13.) Monitored plant during heavy rain events O power outages.
- 14.) Reviewed I&I lateral video.

He noted that the Minnesota Pump Service will take place in the spring and KLM will also be cleaning the water tower in the spring. He also noted that they had flushed the hydrants in the city on Sunday.

Fire Department – Mike Lund, Fire Chief reported that they had a good Fall Fest and were very busy the entire weekend. Councilman Hare and council members thanked the department for stepping up whenever they were asked, to make the celebration a success. Lund noted that they did have one Fire Call during the month.

First Responders-No report

Personnel – Fate reported that the committee had received the letter of resignation from LuAnn Hare. Motion by Fate and seconded by Baker to accept the letter of resignation. Motion carried 3-1 with Hare abstaining. Fate noted that they have scheduled the interviews, two of them had been held on Monday and three will be interviewed on Thursday. Becky noted that one person had removed their name. Becky asked that once the interviews are complete, could the committee make a recommendation as soon as possible so that person could start the following week. The council agreed that a poll could be taken after they receive the recommendation from the committee.

Streets – Mayor noted that he and Baker had met with the committee and agreed that the repair approved previously to the culvert by Bremseth needed to be changed. A poll was taken by the council so that O'Connell could complete the work. Voting in favor of the \$12,500 charge was Musel, Breckenridge, Hare and Fate. Baker was unavailable. Motion to approve this poll as presented was approved.

Community Education- Fate reported that she and Baker would be attending the Community Education meeting on October 27th and would report back in November. Becky noted that Bonnie Heidtke had asked if someone from the council would be willing to sit on a committee that is dealing with transportation issues in Fillmore County. Barb Fate volunteered to serve on this committee.

Revolving Loan Committee- No report

Park and Recreation, Joint Trails Board – Hare stated they had not met for the Park and Recreation Committee. Becky noted that she had been contacted by the Joint Trails Board asking for a representative to serve on their board from Wykoff. They are looking at connecting the trails from Spring Valley to Wykoff and then to Fountain. It was agreed to put this information into the newsletter as it could be anyone in the community that could serve on that board.

Zoning – The Mayor reviewed the zoning applications that the council had before them.

Zoning Request Schleusner/Cement Slab

J&J Properties/cement slab and sidewalk

Motion by Baker and seconded by Fate to approve the zoning requests. Motion carried 4-0.

Sheriff's Report- Patrol Sergeant, Scott Keigley from Fillmore County reported that he wanted to come to the meeting to introduce himself to the council as he is the person that generates the reports each month to the council. He noted that if they had any questions or concerns that he would be more than happy to meet with them.

Mayor's Report- Mayor noted that the St. Johns School will again be conducting the essay "Mayor for the Day". He and the Principal will review them and choose the winner. More information will be available at the next meeting. He also noted that there is grant money that can be used to paint a mural on a building, which he would like to discuss further at another meeting.

Old Business-

Mike Shaw Property – Becky reported that at present our hands are tied, except for Ordinance Violations which the city can fine them for. However, she stated that we cannot go on their property and remove any of the vehicles in violation. If they do not respond to the removal on their own and address the concerns from the letter being sent, we can continue to fine them each day and if not paid, assess their taxes. The Sheriff's department can serve a citation if they continue to ignore the requests. She noted that a letter is being drafted and will be sent to Mr. Shaw after council approval. Also discussed was a letter to be sent to Alexander Lucas who owns property on Line St. about the condition of the property dealing with weeds, trees and grass. As this property was turned over to the Attorney Lee Novotny for condemnation, Becky will contact him before sending the complaint letter.

New Business

Stender Service Call-Community Center/No Charge – Becky reported that Mr. Stender had repair a fixture in the hall for \$105.99 and did not charge the city for the labor or parts.

Stantec Change Order- Brett Grabau, Stantec Engineer explained the change order for the 2025 Street Project which the original charge was for \$7,767.04 and was increased to \$8,791.83.

Motion by Hare and seconded by Baker to approve the change order. Motion carried 4-0.

Brett will be working with John and Rick to upgrade the utility maps for the city, adding curb stops as they find them. He then asked the council for clarification on the next steps for the Carimona Drainage Project that Stantec was approved to submit a quote for the plans. The next step would be to advertise for quotes from various companies. Discussion followed and it was agreed that at this point the council did not want to take that next step as this project will need to be worked into the budget for 2027. Brett also stated that Stantec had received a grant from the State of Minnesota and were requested to finish the Lead Service Line for several cities. Rick Whitney covered most of the city in 2024 but had to submit the data to the state even if they had not

gotten 100% of the community completed. Brett has been going door to door to complete homes that had not been done in 2024. If the owners are not there, he has been leaving a letter for them to contact him by using a QR Code and fill out the information on their own. He stated that this needs to be completed by October 31, 2025.

Seminar in St. Cloud, November 13th, 2025 – Becky noted that she would like to attend a free workshop in St. Cloud for Financing Community Projects. She was requesting mileage, motel and food expenses. Motion by Breckenridge and seconded by Baker to approve Becky and Rick Whitney’s attendance at the conference. Motion approved 4-0.

Liability Coverage – Becky noted that this is an annual request by the Insurance Company to confirm and place in the official minutes, that the city does not waive the monetary limits of the city’s Liability Coverage Insurance. Breckenridge motion to approve and seconded by Baker. Motion carried 4-0.

Office Hours – Fate asked to have discussion on the hours that the office will be open with the new person only working one day a week. It was discussed to have the office open on Friday mornings or have the office hours extended to 4:00 or 5:00 Monday through Thursday. Becky had calculated that the cost would increase the budget for the office by \$5,200. Mayor Breckenridge asked to table this discussion until the 2027 budget meeting as none of these suggestions were built into the 2026 budget. It was noted that Becky would be going to three days a week and the new person would be in the office one day a week and more if needed at various times of the year.

Norby Tree Service – Becky noted that there were three more trees that John had requested be removed that are safety concerns. The cost to remove them was \$3,600. The council agreed that they should be taken care of this year as there was still money in this year's budget. Motion by Baker and seconded by Fate to approve the removal by Norby Tree Service for \$3,600. Motion carried 4-0.

Meeting was adjourned at 7:58 p.m.

Adjournment

Secretary

Date of approval

Wykoff City Council Meeting
Public Hearing Meeting Minutes
October 20, 2025
7:00 p.m.

A Public Hearing of the Wykoff City Council was held in the Community Center at 217 Gold St. N. on October 20, 2025, at 7:00 PM. Attendees included Mayor Ryan Breckenridge, Jane Baker, Missy Musel. Absent Barb Fate and Jeff Hare. Also, present City Administrator, Becky Schmidt and Brett Grabau, Stantec Engineer.

Mayor Breckenridge called the meeting to order at 7:00 p.m. and stated that the Public Hearing had been called to give an opportunity for those residents affected by the 2025 Street Project an opportunity to comment on the proposed assessments. He then turned the meeting over to Brett Grabau with Stantec. Mr. Grabau reviewed this process which had started with a Public Hearing on November 18, 2024, where they reviewed the projects that they would be focusing on for the 2025 Street Project. Mr. Grabau reviewed the handout presented covering what was completed in Area 1 and Area 2. The cost for the total project was \$779,246.08 with the assessed properties portion being \$127,003.72 and the cities portion of \$652,242.36. He reviewed the formula used to reach the dollar amount assessed to each property, based on land footage.

Mr. Grabau stated that the city will be looking at a new ordinance that will be adopted for future project assessments, as they used past practice for this project.

Jeff Hare arrived at 7:08 p.m.

Mr. Grabau noted that if anyone present were to object to the assessment for their property, they needed to put that in writing before the close of the public hearing. If anyone would choose to pay the assessment before November 15th there would be no interest added, after 30 days they will need to pay the assessment at the Fillmore County Court House. The City Clerks Office does not take these payments after the 30-day waiting period.

Mr. Grabau then asked any resident present if they had any questions about the assessments. Mr. Eddie Swartzentruber with Tri-State Commercial Roofing, LLC was present and asked if he could pay immediately and Schmidt noted that he could stop in the office to pay as the county would not be getting the names and assessable amounts for 30 days.

Councilor, Missy Musel questioned why the seven properties who are connected to Area 2 (the Trunk Sanitary Sewer Main and Sewer Services) all paid the same amount. She noted that one of the residents needed to have their complete line replaced while the other six had only the required 10 feet. Mr. Grabau explained that their policy is to take the total amount of the assessed amount which was \$13,968.81 and divide it among the seven properties, they do not break it down to each resident. Councilor, Missy Musel would like to go on record stating she was impressed with the work that was done. The contractor did an amazing job and was very considerate.

Hearing no other questions, Mayor Breckenridge closed the Public Hearing at 7:32 p.m.

Mayor Breckenridge opened the special meeting with the adoption of the Assessment Roll Resolution, 2025-19, which Becky Schmidt read as follows:

Resolution 2025-19 Adopting Assessment

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 for the 2025 Street and Utility Improvement for the City of Wykoff, the improvement of Bartlett Street East, Line Street North and the homes adjacent to the main sewer line between Gold Street and Line Street south of Bartlett and north of Front Street,

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2026, and shall bear interest at the rate of 6.25 percent per annum from the date of the adoption of this assessment resolution. To the first installment there shall be added interest on the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment, when due, there shall be added interest for one year on all unpaid installments.
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 amount of the assessment on such property, with interest accrued to the date of payment, to the county auditor, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the Fillmore County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The clerk shall forthwith transmit a certified duplicate of this assessment 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.ⁱ

Motion by Jane Baker and seconded by Jeff Hare to adopt the resolution.

Those voting in favor: Jeff Hare, Jane Baker and Ryan Breckenridge

Those Voting Against: None

Abstaining: Missy Musel

Not Present: Barb Fate

Adopted by the council on this 20th day of October 2025.

s/s Ryan Breckenridge

Mayor

s/s Rebecca Schmidt,

City Administrator

Meeting was adjourned at 7:36 p.m.

Adjournment

Secretary

Date of approval

ASSESSMENT HEARING
2025 Street and Utility Improvements
Wykoff, MN
October 20, 2025
7:00 PM

I. Improvement Areas:

Area 1: Line Street North/ Bartlett (Line Street between W Fillmore Street and W Bartlett Street, and W Bartlett Street between N Line Street and N Gold Street – approximately 650 LF of roadway)

Area 2: Fire Hall Sanitary Sewer (Trunk sanitary sewer main along with structures and services within the rear residential lots between N Line Street homes and the Fire Hall, as well as along the concrete parking lot north of the Fire Hall to N Gold Street)

II. Utility Improvements:

Area 1: Replacement of the trunk water main and water utility services affected by the main replacement. Reconstruction of sanitary sewer mains and sewer services affected by the main replacements. Installation of necessary storm sewer infrastructure within the proposed urban section roadway. Adjustment of all surface structures.

Area 2: Replacement of the trunk sanitary sewer main and sewer services affected by the main replacement, including manhole structures.

III. Street/ Surface Improvements:

Area 1: We converted this roadway corridor from a rural section to an urban section with curb and gutter stormwater conveyance. This improvement ties into the newly constructed County Road 5 improvements as well as the Mundfrom First Addition that was constructed in 2024.

The street section was constructed with Type 5 Geotextile Fabric, 24-inches of Breaker Run Aggregate base, 8-inches of Class 5 Aggregate base and 3.5-inches of bituminous surfacing. With concrete curb and gutter conveying surface storm water, the construction of subsurface storm drainage at the Bartlett/ Line Street intersection.

Street widths are 34-feet Face to Face (F/F) which would allow for two 11-foot travel lanes along with parallel parking on one side of the road, maintaining the parking capacity along Wykoff Commons and tying into CSAH 5 on both ends of the improvement.

Area 2: The open trench replacement of this sanitary sewer system required the removal of a portion of the concrete parking lot north of the Fire Hall, clearing and grubbing of some privately owned trees, along with salvage and reinstallation of chain link fencing within backyards.

The City of Wykoff decided to replace additional parking lot pavement following the installation of the sanitary sewer.

IV. Calculated Final Project Costs by Type of Improvement:

TYPE OF IMPROVEMENT	TOTAL PROJECT COSTS	ASSESSED COST	CITY/ UTILITY BORNE COSTS
STREET IMPROVEMENT	\$ 438,791.40	\$ 60,407.27	\$ 378,384.13
WATER MAIN IMP.	\$ 104,091.58	\$ 20,818.32	\$ 83,273.27
SANITARY SEWER IMP.	\$ 127,041.09	\$ 12,573.06	\$ 114,468.03
STORM SEWER IMP.	\$ 20,101.58	\$ 4,020.32	\$ 16,081.26
SERVICE IMP.	\$ 89,220.43	\$ 29,184.75	\$ 60,035.68
TOTALS	\$ 779,246.08	\$ 127,003.72	\$ 652,242.36

*Total project costs shown above are without bonding or City administrative costs, which bring the actual total project costs to \$828,610.50.

V. Calculated Assessments:

IMPROVEMENT AREA	ASSESSABLE FRONT FOOTAGE	ASSESSABLE PROJECT COSTS	ASSESSMENT RATE/ ASSESSABLE FOOT
LINE/ BARTLETT	1178	\$ 113,035.91	\$95.96

IMPROVEMENT AREA	ASSESSABLE SERVICES	ASSESSABLE PROJECT COSTS	ASSESSMENT RATE/ SERVICE
FIRE HALL SEWER	7	\$ 13,967.81	\$ 1,995.40

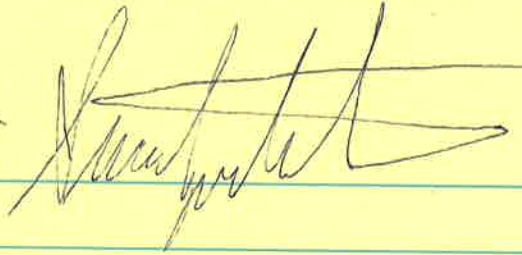
Proposed assessment rates for the Line/ Bartlett Street Improvement area assume 20% of the total project cost to the adjacent benefiting property owners. Front foot was determined by the street address and assessed at 100% of the footage while side assessments for corner residential lots were assessed 50% along the second side.

Proposed assessment rates for the Fire Hall Sanitary Sewer Improvement area assume 100% of the sewer service from the main to the service connection.

The proposed assessment total is approximately 15.327% of the project costs of the improvement. The City reserves the right, when levying assessments, to modify or depart from this methodology to the extent the City Council deems appropriate.

Put in 2025 St. Project with minutes

Sign Up ~

Edie 

CITY OF WYKOFF

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Payments

Current Period: October 2025

Payments Batch 110425PAY		\$43,089.32	
Refer	1840	GARRY SCHMIDT	
Cash Payment	E 101-41944-240	Small Tools and Minor E Bolts for city shed	\$86.00
Invoice	100	11/4/2025	
Transaction Date	11/4/2025	SECURITY STATE B 10100	Total \$86.00
Refer	1841	BADGER METER	
Cash Payment	E 601-49430-328	Service Contract	\$119.67
Invoice	80214175		
Transaction Date	11/4/2025	SECURITY STATE B 10100	Total \$119.67
Refer	1842	ARVIG	
Cash Payment	E 101-41400-321	Cellphone/Telephone	\$48.62
Invoice			
Cash Payment	E 101-41400-325	Internet Service	\$81.95
Invoice			
Cash Payment	E 260-45176-325	Internet Service	\$87.95
Invoice			
Cash Payment	E 240-42200-325	Internet Service	\$47.09
Invoice			
Cash Payment	E 101-42200-325	Internet Service	\$47.09
Invoice			
Cash Payment	E 101-41941-325	Internet Service	\$86.95
Invoice			
Transaction Date	11/4/2025	SECURITY STATE B 10100	Total \$399.65
Refer	1843	Curry's Custom Cut Gutter	
Cash Payment	E 101-42200-220	Repair & Maintenance S Gutter guard	\$960.00
Invoice	10929	11/4/2025	
Transaction Date	11/4/2025	SECURITY STATE B 10100	Total \$960.00
Refer	1844	CARDMEMBER SERVICES	
Cash Payment	E 101-42200-220	Repair & Maintenance S Painting hydrandts	\$69.90
Invoice	oct2025	11/5/2025	
Cash Payment	E 101-45200-240	Small Tools and Minor E Fall Fest	\$63.22
Invoice	oct2025	11/5/2025	
Cash Payment	E 101-41941-221	Equipment Repair & Mai New lock	\$363.82
Invoice	oct2025	11/5/2025	
Cash Payment	E 260-45176-210	Operating Supplies laundry	\$24.98
Invoice	oct2025	11/5/2025	
Cash Payment	E 101-43100-210	Operating Supplies Street signs	\$79.33
Invoice	oct2025	11/5/2025	
Cash Payment	E 240-42200-220	Repair & Maintenance S	\$12.99
Invoice	oct2025	11/5/2025	
Cash Payment	E 601-49400-200	Office Supplies postage	\$249.10
Invoice	oct2025	11/5/2025	
Cash Payment	E 602-49450-200	Office Supplies postage	\$249.10
Invoice	oct2025	11/5/2025	
Cash Payment	E 101-41400-200	Office Supplies Software	\$137.35
Invoice	oct2025	11/5/2025	

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Payments

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Current Period: October 2025

Cash Payment	E 101-41400-220	Repair & Maintenance S		\$45.45
Invoice	oct2025	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$1,295.24
Refer	1845	FLOW MEASURMENT AND CONTR		
Cash Payment	E 602-41540-300	Professional Services	certification	\$639.00
Invoice	25-1293	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$639.00
Refer	1846	FIRE SAFETY USA, INC		
Cash Payment	E 101-42200-300	Professional Services	Fire extinguisherrs	\$196.00
Invoice	207520	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$196.00
Refer	1847	FILLMORE COUNTY JOURNAL		
Cash Payment	E 408-43100-350	Printing & Publishing	Spec Assess ad	\$755.09
Invoice	185239	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$755.09
Refer	1848	GOPHER STATE ONE-CALL, INC		
Cash Payment	E 601-41540-300	Professional Services	Locating	\$24.30
Invoice	5100866	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$24.30
Refer	1849	GREAT AMERICA FINANCIAL SER		
Cash Payment	E 101-41400-329	Lease	Printer lease	\$98.79
Invoice	40433800			
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$98.79
Refer	1850	HAWKINS, INC.		
Cash Payment	E 602-49480-216	Chemicals and Chem Pr		\$6,289.04
Invoice	7233210	11/5/2025		
Cash Payment	E 601-49420-216	Chemicals and Chem Pr		\$20.00
Invoice	7233210	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$6,309.04
Refer	1851	KWIK TRIP		
Cash Payment	E 101-42200-212	Motor Fuels		\$10.20
Invoice	Oct2025	11/5/2025		
Cash Payment	E 240-42200-212	Motor Fuels		\$10.21
Invoice	Oct2025	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$20.41
Refer	1852	METERING & TECHNOLOGY SOLU		
Cash Payment	E 601-49430-240	Small Tools and Minor E	Water meters	\$1,291.40
Invoice	9179	11/5/2025		
Cash Payment	E 601-49430-240	Small Tools and Minor E	Water meters	\$1,170.00
Invoice	9179	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$2,461.40
Refer	1853	MINNWEST BANK		
Cash Payment	E 101-41400-200	Office Supplies	Safety dep box	\$42.00
Invoice		11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$42.00

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Payments

Current Period: October 2025

Refer	1854	SPRING VALLEY AMBULANCE SER		
Cash Payment	E 230-41540-300	Professional Services		\$6,510.00
Invoice	2507	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$6,510.00
Refer	1855	OCONNELL EXCAVATING AND SN		
Cash Payment	E 101-43150-220	Repair & Maintenance S Culvert repair by Bremseth		\$10,924.00
Invoice	1085	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$10,924.00
Refer	1856	PAULS LOCK & KEY SHOP, INC.		
Cash Payment	E 101-41941-221	Equipment Repair & Mai Rebores door lock		\$300.00
Invoice	100877	11/5/2025		
Cash Payment	E 101-42200-220	Repair & Maintenance S Repair door lock west side		\$362.50
Invoice	99874	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$662.50
Refer	1857	RICHARDS SANITATION		
Cash Payment	E 101-43200-436	Contracted Services		\$3,731.86
Invoice	176703	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$3,731.86
Refer	1858	SOUTHERN MN RECYCLING		
Cash Payment	E 101-43200-436	Contracted Services Fall Fest Roll Off		\$350.00
Invoice	794543	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$350.00
Refer	1859	SPRING VALLEY ACE HARDWARE		
Cash Payment	E 101-41941-211	Cleaning Supplies HALL CLEANING SUPPLIES		\$36.97
Invoice	250431			
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$36.97
Refer	1860	TRI-STATE BUSINESS MACHINE		
Cash Payment	E 101-41400-328	Service Contract service contract		\$158.03
Invoice	638843	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$158.03
Refer	1861	Barb Wangen		
Cash Payment	G 601-22000	Deposits Water Meter Dep Return		\$143.80
Invoice		11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$143.80
Refer	1862	CITY OF WYKOFF		
Cash Payment	E 101-41400-329	Lease Lease		\$1,401.35
Invoice		11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$1,401.35
Refer	1863	UTILITY CONSULTANTS INC		
Cash Payment	E 602-41540-300	Professional Services		\$1,119.70
Invoice	125696	11/5/2025		
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total	\$1,119.70
Refer	1864	ENVIROMENTAL WATER SERVICE		
Cash Payment	E 601-49410-436	Contracted Services		\$700.00
Invoice	6151			

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Payments

Current Period: October 2025

Cash Payment	E 602-49480-436	Contracted Services			\$2,800.00
Invoice	6151				
Cash Payment	E 602-49480-325	Internet Service			\$194.52
Invoice	6151				
Transaction Date	11/5/2025	SECURITY STATE B 10100	Total		\$3,694.52
Refer	1865	LKQ THOMPSON MOTORS			
Cash Payment	E 101-41944-210	Operating Supplies	New Storage Container		\$950.00
Invoice	27-300629	11/6/2025			
Transaction Date	11/6/2025	SECURITY STATE B 10100	Total		\$950.00

Fund Summary

	10100 SECURITY STATE BANK	
101 GENERAL FUND		\$20,631.38
230 AMBULANCE FUND		\$6,510.00
240 RURAL FIRE FUND		\$70.29
260 HISTORICAL FUND		\$112.93
408 2025 Street Project		\$755.09
601 WATER FUND		\$3,718.27
602 SEWER FUND		\$11,291.36
		\$43,089.32

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$43,089.32
Total	\$43,089.32

CITY OF WYKOFF

11/06/25 12:10 PM

Page 1

Payments

Current Period: October 2025

Payment Batch 102125PAY		\$500.00
Refer	1839 Jeff Hare	Ck# 030358 10/21/2025
Cash Payment	E 101-41950-240 Small Tools and Minor E New Tent	\$500.00
Invoice	10/21/2025	
Transaction Date	10/21/2025	SECURITY STATE B 10100
		Total \$500.00

Fund Summary

	10100 SECURITY STATE BANK	
101 GENERAL FUND		\$500.00
		\$500.00

Pre-Written Checks	\$500.00
Checks to be Generated by the Computer	\$0.00
Total	\$500.00



Good Morning, Rebecca Schmidt

ACCOUNTS

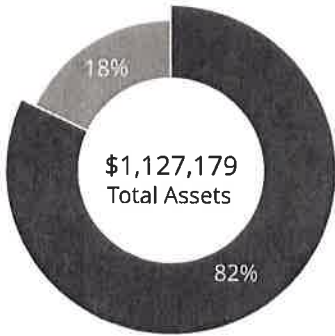


Ledger: \$1,125,648.56 ⓘ
SweepBal: \$925,306.16 ⓘ

Minnwest Bank Checking 0058	
Ledger Balance	\$200,342.40
SweepBal	\$925,306.16

Minnwest Bank CITY OF WYKOFF 0058	
Available Balance	\$925,306.16

Asset Summary



CITY OF WYKOFF	
0058	82.09%
Available Balance	\$925,306.16

CITY OF WYKOFF
Employee Pays Hours Detail2

11/06/25 11:54 AM

Page 1

Employee Name	Amount	Hours
Baker, John H	\$371.68	16
Baker, John H	\$0.00	0
Baker, John H	\$0.00	0
Baker, John H	\$168.42	7.25
Baker, John H	\$34.85	1.5
Baker, John H	\$11.62	0.5
Baker, John H	\$737.55	31.75
Baker, John H	\$12.50	0
Baker, John H	\$383.30	16.5
Baker, John H	\$23.23	1
Baker, John H	\$644.63	27.75
Baker, John H	\$0.00	0
Baker, John H	\$0.00	0
Baker, John H	\$12.50	0
Baker, John H	\$34.85	1.5
Baker, John H	\$603.98	26
Hare, LuAnn	\$0.00	0
Hare, LuAnn	\$423.89	19.25
Hare, LuAnn	\$396.36	18
Hare, LuAnn	\$0.00	0
Hare, LuAnn	\$341.31	15.5
Hare, LuAnn	\$330.30	15
HEUSINKVELD, PATRICK	\$39.96	2
HEUSINKVELD, PATRICK	\$379.62	19
HEUSINKVELD, PATRICK	\$229.77	11.5
HEUSINKVELD, PATRICK	\$74.93	3.75
NASH, SUSAN J	\$724.80	40
RIDDLE, LARRY	\$279.72	14
RIDDLE, LARRY	\$0.00	0
RIDDLE, LARRY	\$119.88	6
RIDDLE, LARRY	\$0.00	0
SCHMIDT, REBECCA	\$1,041.52	37.75
SCHMIDT, REBECCA	\$137.95	5
SCHMIDT, REBECCA	\$25.00	0
SCHMIDT, REBECCA	\$25.00	0
SCHMIDT, REBECCA	\$193.13	7
SCHMIDT, REBECCA	\$137.95	5
SCHMIDT, REBECCA	\$841.50	30.5
	\$8,781.70	

Environmental Water Services



Operations &
Maintenance



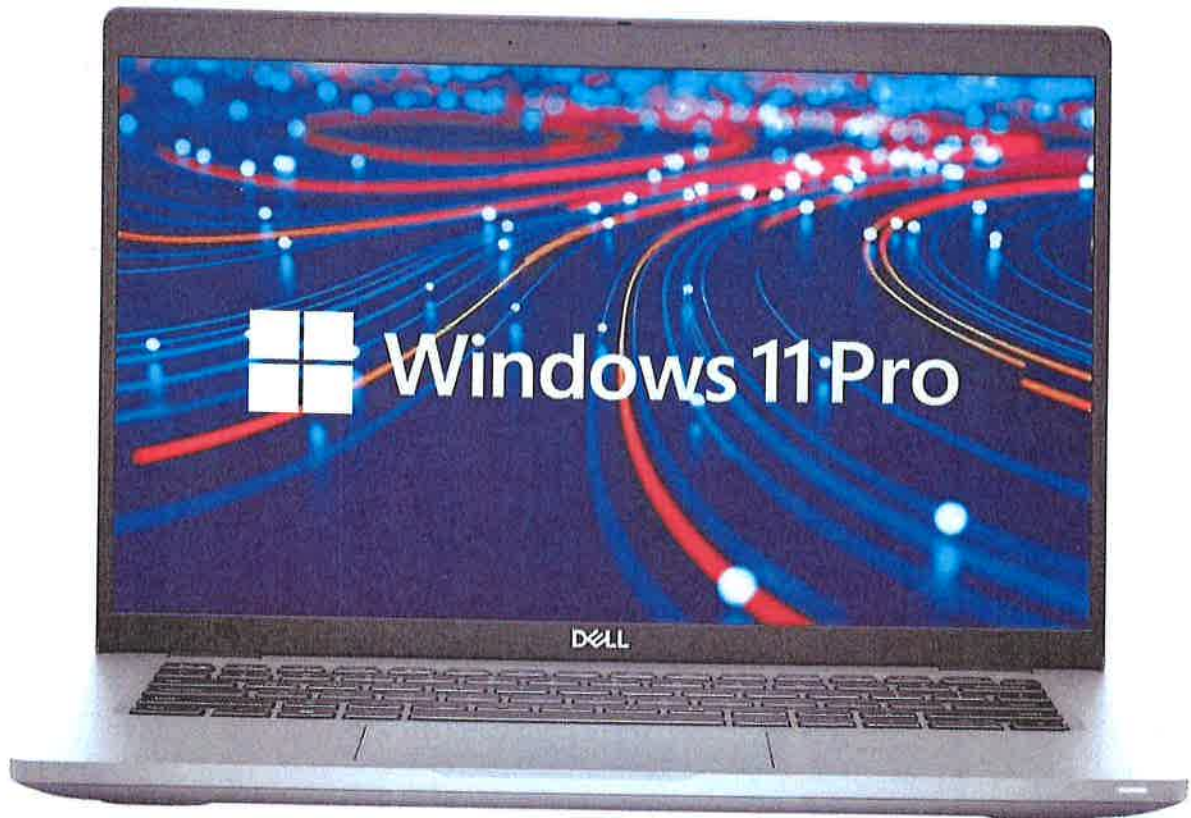
Water & Wastewater
Services

City Of Wykoff

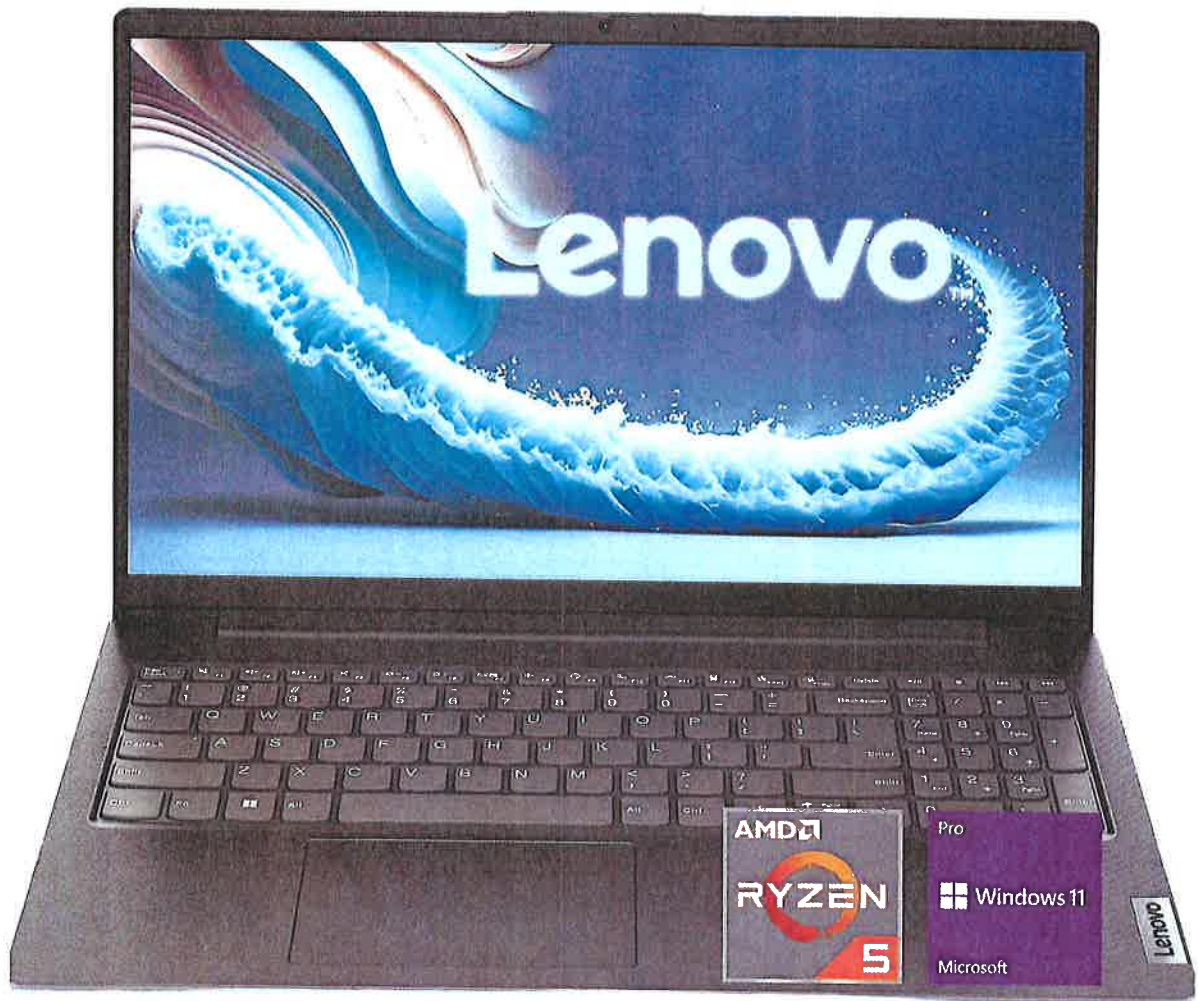
Monthly Council Report

Report for the Month of November 2025

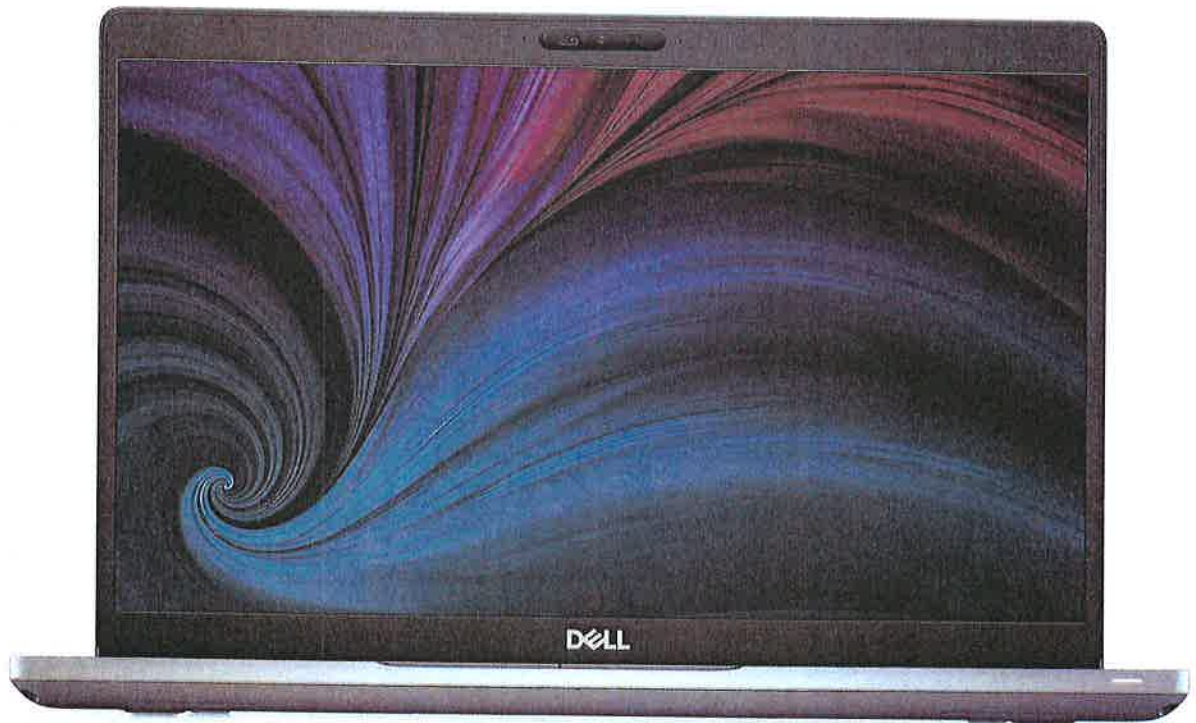
- 1.) Completed DMR no limit exceedances.
- 2.) Completed rounds, checks and process control.
- 3.) Conducted MLSS checks.
- 4.) Checked biological activity under microscope.
- 5.) Cleaned & Loaded Sludge drying bed.
- 6.) Spoke to Minnesota pump regarding lift station service.
- 7.) Assisted with 6 Locates.
- 8.) Met with Streets Committee
- 9.) Review lateral repair at Stephus residence S main St.
- 10.) Met with Joe Oconnell AA excavating.
- 11.) Cleaned headworks area pulled screenings.
- 12.) Cleaned Office Area.
- 13.) Monitored plant during heavy rain events 0 power outages.
- 14.) Reviewed I&I lateral video.
- 15.) Ordered and installed Chlorinator head in well house.



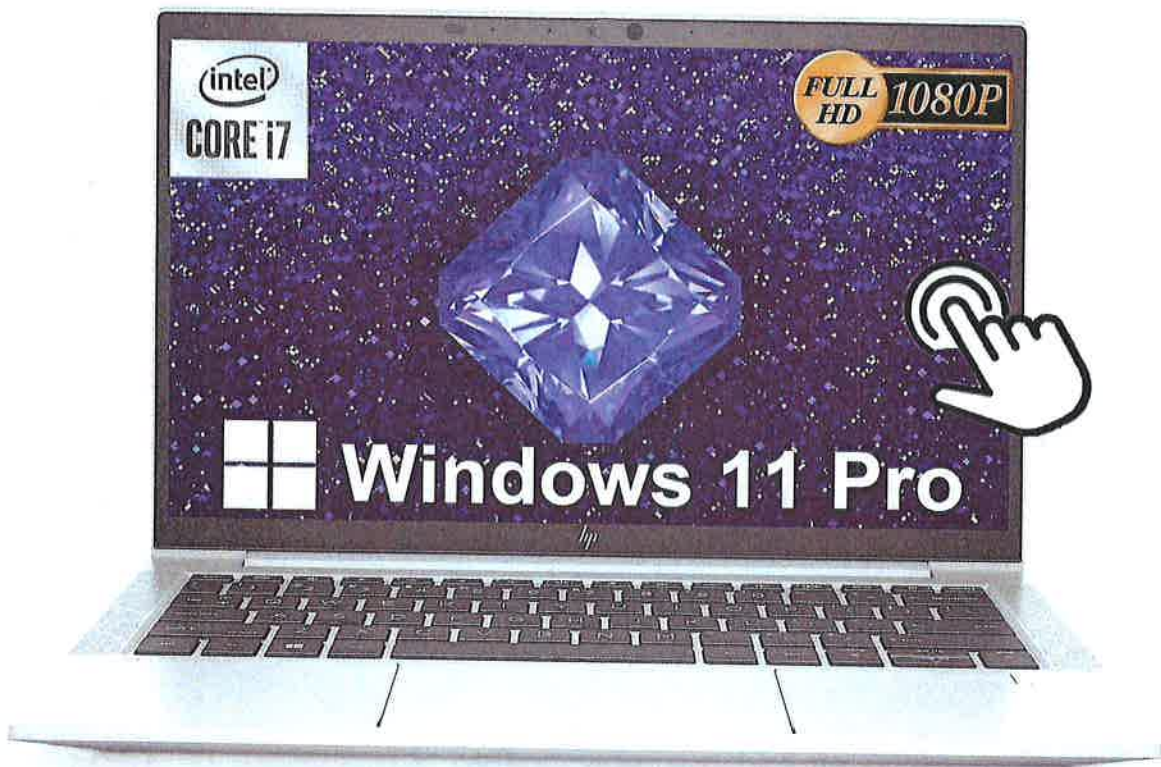
Dell Latitude 5420 14" FHD Business Laptop Computer,
11th Gen Intel Quad-Core i5, 16GB DDR4 RAM, 512GB
SSD, HDMI, Windows 11 Pro (Refurbished)
Price: \$360.00



Lenovo V15 Laptop - Special Business Edition - 15.6 FHD
- AMD Ryzen 5 7520U (Beats i7-1165G7) - 16GB Memory
- 1TB PCIe SSD - Long Battery Life - Military-Grade
Durability - Win 11 Pro
Price: \$649.00



Dell Latitude 5510 Laptop PC, 15.6", Intel Core i5-10310U
10th Gen Processor, 16GB Ram, 256GB NVMe SSD,
Webcam, Type C, HDMI Windows 11 Pro, Silver
(Refurbished)
Price: \$339.00



HP EliteBook 830 G8 Touchscreen Laptop, 13.3" Full HD Business Notebook, 11th Core i7-1185G7, 16GB RAM, 512GB SSD, Backlit Keyboard, HDMI, CAM, Windows 11Pro(Refurbished)
Price: \$449.00

Approval 10-27-25

Received 10-27-25

LAND USE PERMIT APPLICATION

CITY OF WYKOFF 2025-16

It is recommended that all applicants contact the Zoning Office prior to filling out the application to make sure that this proposed project is feasible. It is imperative that all instructions and regulations be read carefully before submitting this application.

(1) Name of all Landowners: Brian Wiemerslage Phone #: 507-251-7519
Jodi Wiemerslage Phone #: 507-251-7522
 Phone #:

Mailing Address: 231 Main St. South Wykoff MN 55990
 Address City State Zip

Property Address: _____
 (if different from mailing) Address City State Zip

(2) Parcel #: _____ (3): Legal Description (from deed, abstract or
 Records Office): Lot 14 + the North 5 feet of Lot 15 in F.H. Bartlett's Addition
 Section: _____ (4): Township: Wykoff (5) Range:

Have you started work on this project? Yes: _____ No: X
 Is there a driveway access to this property? Yes: X No: _____
 Is this project located under a power line? Yes: _____ No: X

Proposed Project: 12' x 16' Utility Shed Total # of bedrooms _____
 (New home, addition, garage, utility shed, decks, pergola, etc).
 Estimated cost: \$2000⁰⁰ Permit # _____
 (To be filled out by the Zoning Office)

(6) Total Square Footage:	Length		Width		Total
Basement	_____	X	_____	=	_____
1 st Level	_____	X	_____	=	_____
2 nd Level	_____	X	_____	=	_____
Attached Garage	_____	X	_____	=	_____
Porch or Deck	_____	X	_____	=	_____
Total Square Footage	<u>16'</u>	X	<u>12'</u>	=	<u>192 sq Feet</u>
Height	<u>9'</u>				

NO WORK MAY BEGIN UNTIL A PERMIT IS OBTAINED. IF WORK HAS BEGUN ON THE PROJECT BEFORE A PERMIT IS ISSUED, A \$250.00 LATE FEE MUST BE PAID IN ADDITION TO THE PERMIT FEE. The projects are assessed \$10.00 per 100 square feet of living space; new dwellings, dwelling additions, porches, decks, attached garages, dwellings being moved in and mobile or manufactured homes. All other structures are assessed at \$7.50 per 100 square feet. A minimum of \$8.00.

LATE FEE _____ \$250.00

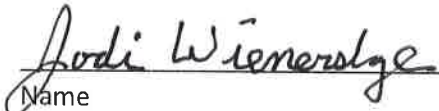
(7) TOTAL FEE _____ (NO REFUNDS)

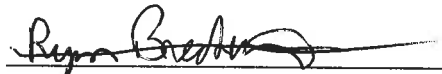
SITE INSPECTIONS ARE REQUIRED FOR ALL NEW DWELLINGS: The footings must be dug and inspected before the actual construction of the dwelling may begin.

I hereby certify that the information contained herein is correct and agree to the proposed work in accordance with the provisions of the Ordinances of the City of Wykoff and the Statutes of the State of Minnesota.

(8) Signatures of All Landowners

 10-27-25
Name Date

 10-27-25
Name Date

 10-27-25
Name Date

Send all correspondence to:

City of Wykoff Zoning Office
P.O. Box 218
217 Gold St. N.
Wykoff, MN 55990
507-352-4011
FAX 507-352-2415
Email: wykoff@arvig.net

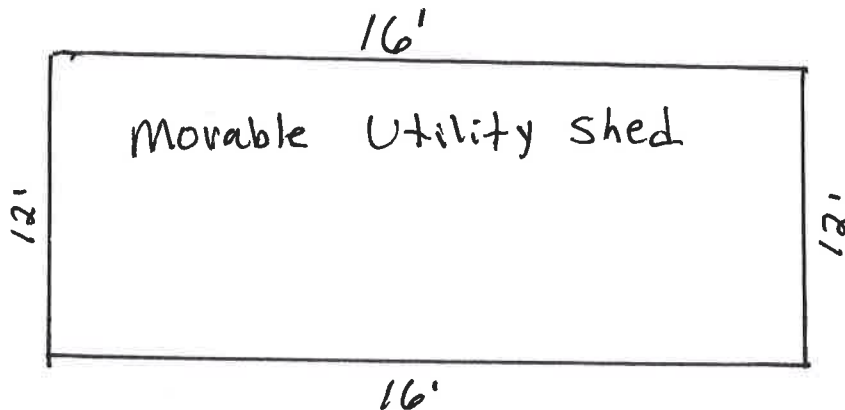
Approve <u>X</u>	Denied _____
<u></u>	
Signature of Council Member	

Signature of Council Member	
_____	_____
Date	Permit #

NEW CONSTRUCTION PERMIT DRAWING

Dwelling or Dwelling Addition Drawing

For New Construction of a Dwelling or Addition a drawing must be completed, or a Copy of the Plan provided, including Dimension Measurements.
(See examples on Pages 5 & 6)



No more than OK
30% of yard

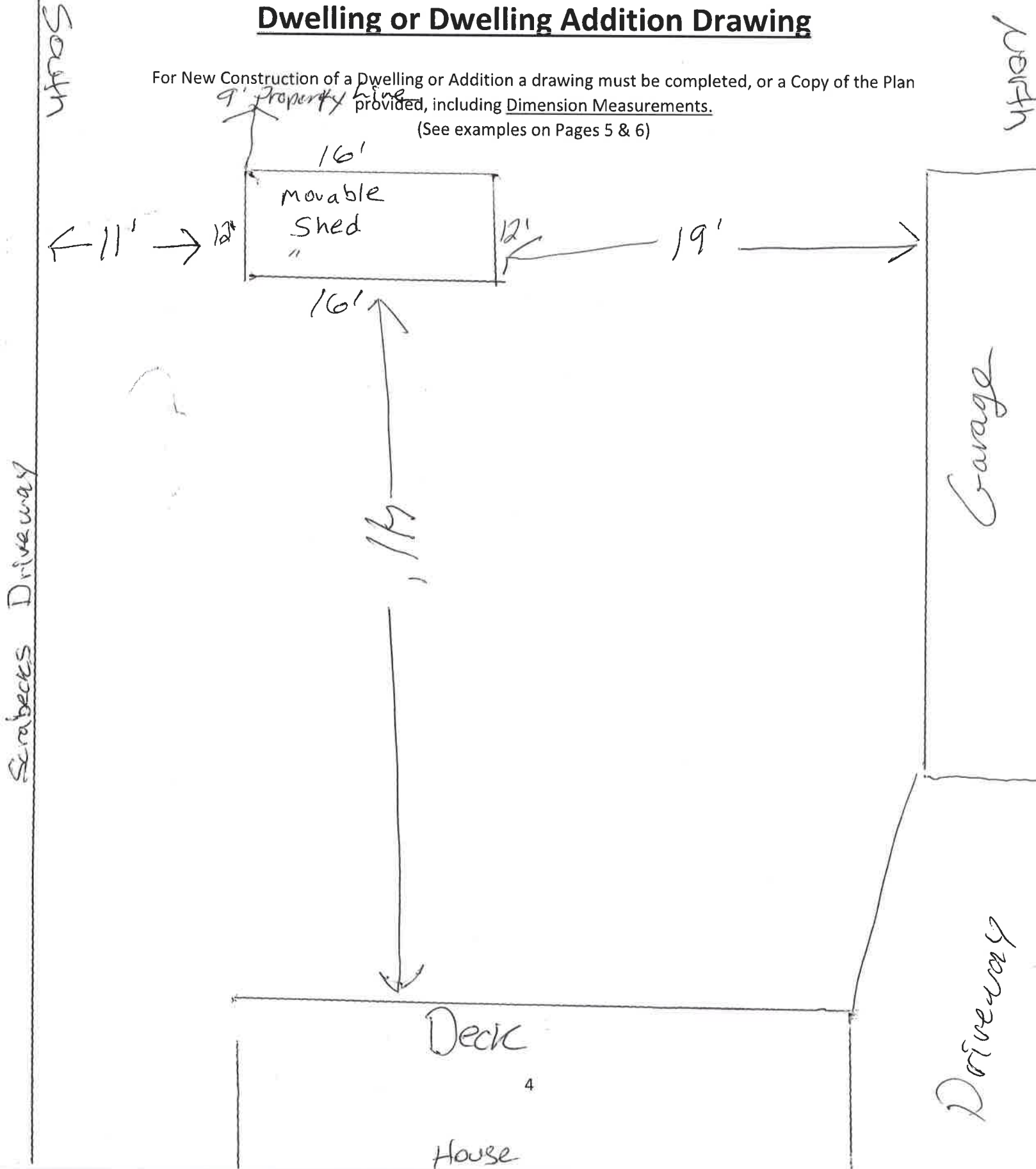
less than OK
500sq ft
✓

NEW CONSTRUCTION PERMIT DRAWING

Dwelling or Dwelling Addition Drawing

For New Construction of a Dwelling or Addition a drawing must be completed, or a Copy of the Plan provided, including Dimension Measurements.

(See examples on Pages 5 & 6)



RESOLUTION NO. 2025-20
A RESOLUTION ACCEPTING A DONATION TO THE CITY

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

WHEREAS, the following persons and entities have offered to contribute funds for the Fire Dept and the New Ballfield

<u>Name of Donor</u>		<u>Amount</u>
Craig and Cynthia Schultz	EMS	\$1000
Craig and Cynthia Schults	Fire Dept.	\$1000

WHEREAS, all such donations have been contributed to the city for the Wykoff Fire Department and First Responders

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

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

1. The donation described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.

Roll Call Vote:

Ryan Breckenridge

Barb Fate

Jane Baker

Missy Musel

Jeff Hare

Passed by the City Council of Wykoff, Minnesota this 10th day of November , 2025.

Mayor

Attested:

City Administrator

From: Sara Mensink <sara@visitbluffcountry.com>
Sent: Thursday, October 23, 2025 1:20 PM
To: cityhall@cityofwykoff.gov
Subject: Early Bird Special – 2026-2027 Visit Bluff Country Magazine
Attachments: Online.CityofWykoff (1).png; CityofWykoff.25.pdf

Hello Becky,

I hope you're enjoying this crisp fall day!

We're already preparing the 2026–2027 edition of *Visit Bluff Country* Magazine, scheduled for publication in April 2026.

Our magazine continues to grow each year, with 50,000 copies distributed to more than 1,000 locations across NE Iowa, NW Illinois, Southern Minnesota, and SW Wisconsin.

Over the years, we've introduced exciting new features our readers love—such as the Brewery, Winery & Distillery Fan Favorites (pages 22–23), the Car Show Schedule (pages 54–55), several regional maps, and of course, the Best of the Best Awards (pages 2–4). Advertisers with a ¼-page full-color ad or larger are automatically eligible to be voted on by readers in the Best of the Best Awards—just one of the many perks of advertising with us.

[\[Advertising rates\]](#)

[\[Distribution details\]](#)

[\[Current magazine\]](#)

Early Bird Special: Prepay by December 31, 2025 and save!

Your 1/2-page ad from the current issue is attached. With the early bird discount, renewal is \$599.

As an added bonus, you can run an online ad on [Visit Bluff Country](#) for only \$99 for the entire year when combined with your print ad. Attached is your current online ad.

We'd love to include you again in this next magazine! Would you like to renew your ads for the upcoming edition?



Sara Mensink

SARA MENSINK | SALESPERSON

 **136 St. Anthony St., Preston, MN**

 **visitbluffcountry.com**

 **507-765-2151**

Visit Bluff Country

CITY OF WYKOFF

POLLING OF COUNCIL MEMBERS

DATE: 10-30-25

QUESTION PRESENTED TO COUNCIL MEMBERS:

Purchase Van body for storage at city shed.

Cost ~~\$1,000~~ \$950.00

Used for lawn mower, summer equipment, storage

LKQ - normally \$2,800

REASON FOR PHONE VOTE:

Approve prior to council meeting.

VOTING IN FAVOR:

Jane Baker
Mayor Ryan B.
Barb Fate

Jeff Hare
Missy Musel

VOTING AGAINST

DATE ENTERED INTO THE OFFICIAL MINUTES _____

Signature City Administrator

Date

\$ 295.00



**METERING AND
TECHNOLOGY
SOLUTIONS**

Metering And
Technology Solutions
Metering and
Technology Solutions
12016 Riverwood Dr
Burnsville MN 55337
United States

Estimate

#EST4360

8/18/2025

Customer

Wykoff, City of
217 North Gold Street
Wykoff MN 55990
United States

TOTAL

\$412.33

Expires: 11/16/2025

Expires

11/16/2025

Sales Rep

Lee Martin

Quantity	Item	Rate	Amount
1	ES5/8X3/4PGALHRE25TT 5/8" x 3/4" Plastic E-Series Meter; Gallon HRE; 25' Wire with Twist Tight; Piggyback Label	\$195.00	\$195.00
1	UGORIONSE08TT Orion SE Module; 8" Twist Tight; 64394-020 Wall Mount Bracket	\$189.00	\$189.00
Subtotal			\$384.00
Tax Total (7.38%)			\$28.33
Total			\$412.33

*Pricing subject to change due to unforeseen increases in Import costs

Resolution 2025-19 Adopting Assessment

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 for the 2025 Street and Utility Improvement for the City of Wykoff, the improvement of Bartlett Street East, Line Street North and the homes adjacent to the main sewer line between Gold Street and Line Street south of Bartlett and north of Front Street,

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2026, and shall bear interest at the rate of 6.25 percent per annum from the date of the adoption of this assessment resolution. To the first installment there shall be added interest on the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment, when due, there shall be added interest for one year on all unpaid installments.
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 amount of the assessment on such property, with interest accrued to the date of payment, to the county auditor, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the Fillmore County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The clerk shall forthwith transmit a certified duplicate of this assessment 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.ⁱ

Motion by Jane Baker and seconded by Jeff Hare to adopt the resolution.

Those voting in favor: Jeff Hare, Jane Baker and Ryan Breckenridge

Those Voting Against: None

Abstaining: Missy Musel

Not Present: Barb Fate

Adopted by the council on this 20th day of October 2025.

RESOLUTION NO. 2025-19
EXHIBIT 1

Certification Listing	Parcel Description	Service	Amount
See Addendum			

(STATE OF MINNESOTA

COUNTY OF FILLMORE)) ss. Authentication Certificate

I, the undersigned, being the duly qualified City clerk of the City of Wykoff, certify that the attached Resolution of the City Council adopting a(n) certification for unpaid charges under the Wykoff Ordinance, is a true copy of the original, of which is on file at the City of Wykoff.

Dated this 10th day of November 2025

City Clerk
City of Wykoff

Ryan Breckenridge, Mayor

Rebecca Schmidt, City Administrator

s/s Ryan Breckenridge

Mayor

s/s Rebecca Schmidt,

City Administrator

Meeting was adjourned at 7:36 p.m.

Adjournment

Secretary

Date of approval

A RESOLUTION CERTIFYING UNPAID CHARGES

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met, heard, and passed upon all objections to the proposed certifications of unpaid charges for municipal fees and utilities; and

WHEREAS, the amounts of bad debt have been minimized through diligent collection efforts by staff.

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

Such proposed certification of unpaid charges, a copy of which is hereby attached as Exhibit 1 and made a part hereof, is hereby accepted and shall constitute a lien against the lands named herein

The owner of the affected property may, at any time prior to certification of unpaid charges to the County Auditor, pay the whole of the certified unpaid charges on such property, with interest accrued to date of payment, to the City Clerk, except that no interest shall be charged if the entire certified amount is paid within thirty (30) days from the adoption of the resolution. The taxpayer may at any time thereafter, pay the City Clerk or County Auditor, the entire amount certified and remaining unpaid. Such payment must be made before November 30, 2025.

The clerk shall forthwith transmit a certified copy of this certification role to the County Auditor to be extended on the property tax lists of the county and such certified unpaid charges shall be collected and paid over in the same manner as property taxes

Motion by _____, second by _____

Roll Call Vote:

All in Favor: All

Opposed: None

Absent:

Passed by the City Council of Wykoff, Minnesota this 10th day of November 2025.

Ryan Breckenridge, Mayor

Rebecca Schmidt, City Administrator

RESOLUTION NO. 2025-22
EXHIBIT 1

Certification Listing	Parcel Description	Service	Amount
See Addendum			

(STATE OF MINNESOTA

COUNTY OF FILLMORE)) ss. Authentication Certificate

I, the undersigned, being the duly qualified City clerk of the City of Wykoff, certify that the attached Resolution of the City Council adopting a(n) certification for unpaid charges under the Wykoff Ordinance, is a true copy of the original, of which is on file at the City of Wykoff.

Dated this 10th day of November 2025

City Clerk
City of Wykoff

Ryan Breckenridge, Mayor

Rebecca Schmidt, City Administrator

AREA 2 - FIRE HALL SANITARY SEWER

WYKOFF COMMONS,LLC	240 LINE ST N	246 SOUTH LINE ST	WYKOFF	MN	55990	300042000	\$	1,995.40
KAITLYN M WHITE	234 LINE ST N	234 LINE ST N, PO BOX 192	WYKOFF	MN	55990	300043000	\$	1,995.40
REGGIE A & MELISSA MUSEL	226 LINE ST N	226 LINE ST N, PO BOX 261	WYKOFF	MN	55990	300044000	\$	1,995.40
DENNIS & PHYLLIS SKOGSTAD	220 LINE ST N	-	WYKOFF	MN	55990	300046000	\$	1,995.40
ALEXANDER E LUCAS	214 LINE ST N	812 2ND AVE NW	ROCHESTER	MN	55901	300047000	\$	1,995.40
KALEB & JILLIAN HIMLI	215 GOLD ST N	215 GOLD ST N	WYKOFF	MN	55990	300060000	\$	1,995.40

AREA 1 - LINE STREET & BARTLETT STREET

MUNDFROM PROPERTIES LLC	313 LINE ST N	1007 BUCKNELL CT	SPRING VALLEY	MN	55975	300265000	\$	6,045.21
MUNDFROM PROPERTIES LLC	311 LINE ST N	1007 BUCKNELL CT	SPRING VALLEY	MN	55975	300264000	\$	5,469.48
MUNDFROM PROPERTIES LLC	309 LINE ST N	1007 BUCKNELL CT	SPRING VALLEY	MN	55975	300263000	\$	5,469.48
MUNDFROM PROPERTIES LLC	307 LINE ST N	1007 BUCKNELL CT	SPRING VALLEY	MN	55975	300262000	\$	5,949.26
WYKOFF COMMONS,LLC	-	246 SOUTH LINE ST	WYKOFF	MN	55990	300014000	\$	10,555.14
WYKOFF COMMONS,LLC	201 BARTLETT ST W	246 SOUTH LINE ST	WYKOFF	MN	55990	300230000	\$	21,398.14
WYKOFF COMMONS,LLC	245 GOLD ST N	246 SOUTH LINE ST	WYKOFF	MN	55990	300054000	\$	1,439.34
JARED MEISNER	303 GOLD ST N	303 GOLD ST N	WYKOFF	MN	55990	300052000	\$	6,333.08
MAGGIE ERICKSON	118 BARTLETT ST W	118 BARTLETT ST W	WYKOFF	MN	55990	300041000	\$	14,873.15
MAGGIE ERICKSON	118 BARTLETT ST W	118 BARTLETT ST W	WYKOFF	MN	55990	300041000	\$	4,797.79
ANTHONY J MCCLIMON & ANNIE M MCCLIMON	310 LINE ST N	29383 COUNTY 5	WYKOFF	MN	55990	300040010	\$	4,797.79
ANTHONY J MCCLIMON & ANNIE M MCCLIMON	310 LINE ST N	29383 COUNTY 5	WYKOFF	MN	55990	300040000	\$	4,797.79
TRI-STATE COMMERCIAL ROOFING LLC	115 FILLMORE ST W	1117 BROADWAY AVE SW	SPRING VALLEY	MN	55975	300039000	\$	9,595.58 Paid in Full

Delinquent Utility Bill Assessment

Jared Meisner	303 Gold Str N	PO Box 172	Wykoff	MN	55990	300052000	\$	459.79
Emily Moger	307 Gold Str N	PO Box 44	Wykoff	MN	55990	300051000	\$	770.35
James McHan	121 Centennial Str E	617 Broadway Str N #7A	Spring Valley	MN	55975	300011080	\$	412.80
Mike Shaw	118 Silver Str N	PO Box 292	Wykoff	MN	55990	300123000	\$	448.64
JJN Properties Lot # 10	501 Fillmore Str # 10	590 Great Western Str	Spring Valley	MN	55975	300226000	\$	249.20
JJN Properties Lot #12	501 Fillmore Str # 12	590 Great Western Str	Spring Valley	MN	55975	300226000	\$	686.41
JJn Properties Lot #2	501 Fillmore Str # 2	590 Great Western Str	Spring Valley	MN	55975	300226000	\$	672.69

APPLICANT NAME:		CITY OF WYKOFF	
FEDERAL PROJECT GRANT OPPORTUNITY TITLE:		Minnesota Multi-Purpose Community Facility Projects to Support Community Revitalization, Connectedness and Equity by Promoting Education, Work and Health	
FEDERAL CFDA NUMBER:			
GRANT AMOUNT:		\$360,000.00	

UFARS OBJECT CODES	100 SERIES – SALARIES	BUDGET AMT	FTE	BUDGET LINE DESCRIPTION
110	Administration/Supervision/Manage	\$ 6,600.00		Professional Fee for renderings/ floor plans
186	Other Salary Payments	\$ 28,000.00		Construction Labor (%50 will be donated labor)

UFARS OBJECT CODES	300 SERIES – PURCHASED SERVICES	BUDGET AMT	NA	BUDGET NARRATIVE DESCRIPTION
303	Federal Contracts/portion of each up to \$25,000 (include contractor's travel)	\$ -	NA	
304	Federal Contracts/portions of each exceeding \$25,000	\$ -	NA	
305	Consulting Fees/Fees for Services	\$ -	NA	

UFARS OBJECT CODES	400 SERIES – SUPPLIES/MATERIALS – Consumable and Expendable Items. Not capital expenditures or capital equipment.	BUDGET AMT	NA	BUDGET NARRATIVE DESCRIPTION
401	Supplies – Non-Instructional – example: office supplies, computer supplies, small computer equipment (not capital expenses), etc.	\$ 7,500.00	NA	Computers and accessories to be purchased from MN State Surplus
455	Non-instructional non-capitalized tech supplies used with hardware/software. CDs, flash drives, cables, monitor stands	\$ 5,000.00	NA	

UFARS OBJECT CODES	500 SERIES Equipment – Capital Equipment has useful live beyond one year (\$5,000 value if fed) or LEA's capitalization	BUDGET AMT	NA	BUDGET NARRATIVE DESCRIPTION
505	Non-instructional Technology Software - software at or more \$5,000 or LEA capitalization	\$ -	NA	
510	Site or Grounds Acquisition		NA	
520	Building Acquisition or Construction	\$ 77,650.00	NA	
530	Other Equipment Purchased - not technology	\$ 160,000.00	NA	Window replacement, HVAC Rooftop Unit, Updated Duct work, Library bookshelves, paneling, counters, checkout area, security system/ fire suppression
590	Other Capital Expenditures not listed above	\$ -	NA	

UFARS OBJECT CODES	800 SERIES – Other Expenditures & Indirect	BUDGET AMT	NA	BUDGET NARRATIVE DESCRIPTION
899	Other Miscellaneous Expenditures – must identify specific expenditure in order to be considered for approval	\$ 75,250.00	NA	To make entrance and bathrooms ADA compliant, roof repairs

GRAND TOTAL GRANT REQUEST	\$ 360,000.00	NA	NA
end of worksheet			

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

*Minnesota Multi-Purpose Community Facility Project to Support Community Revitalization
Connectedness and Equity by Promoting Education, Work, and Health*

This Grant Contract Agreement is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Education ("State"), and

GRANTEE NAME:

LEGAL ADDRESS:

CAPITAL PROJECT ADDRESS:

UEI # ("Grantee"):

SWIFT #

Recitals

1. Under Minn. Stat. § 16B.97 and the Coronavirus Projects Fund, established by section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Public Law No, 117-2 (March 11, 2021) as awarded to the State from the United States Department of Treasury (Treasury), the State is empowered to enter into this grant contract agreement.
2. The State has a need to implement essential capital projects that facilitate access to work, education, and health monitoring—including remote access—as part of the response to the public health emergency caused by the coronavirus disease (COVID-19). These projects will directly support recovery efforts by enhancing and expanding infrastructure vital for continued participation in these critical areas, with lasting impact beyond the pandemic by supporting investments in capital assets aimed at addressing disparities in access to essential services; and delivering modern infrastructure solutions, including reliable and affordable high-speed broadband internet, necessary for equitable access to work, education, and healthcare.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

Grant Contract Agreement

1. Term of Grant Contract 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 purpose set forth in Section 2.03 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 State Entity shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

1.1 Effective Date: July 14, 2025 or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration Date: December 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Funds must be expended, and projects must reach substantial completion before December 31, 2026.

- a. Substantial completion is defined as the date for which the Project can fulfill the primary operations that it was designed to perform, delivering services to end-users.
- b. At substantial completion, service operations and management systems infrastructure must be operational.

1.3 Survival of Terms: The following clauses survive the expiration or termination of this grant contract agreement: 9. Liability; 10. State Audits; 13. Government Data Practices and Intellectual Property Rights; 16. Publicity and Endorsement; 17.

Governing Law, Jurisdiction and Venue; 19. Data Disclosure; and 25. Program Income.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

2.1 The Grantee must comply with applicable grants management policies (Minn. Stat. § 16B.97, subd. 4(a)(1)). Specific duties are outlined in Clause 4.1(a).

2.2 The Grantee has made application to the State for the purpose of administering the Capital Projects Fund in the manner described in the Grantee's Application, which is incorporated into this grant contract agreement by reference.

2.3 The Grantee is awarded funds to:

1. Invest in capital assets that enable work, education, and health monitoring.
Address a critical need resulting from or exacerbated by COVID-19.
2. Serve a critical community need.

2.4 Additional Requirements:

- a. Grantee shall submit invoices for services rendered no more frequently than bi-weekly once per month or no less than once per quarter in accordance with the approved budget and scope of work. See reporting schedule in paragraph 4.2(a)
- b. Submit an interim progress report as requested by the State no later than July 15, 2026, for all activities from the beginning of the grant to June 30, 2026.
- c. Submit a final progress report as requested by the State no later than January 30, 2027, for all activities of the grant.
- d. Maintain a grant ledger and supporting documentation (e.g., UFARS for school districts);
- e. Follow procurement laws and ensure vendors are eligible and not debarred;
- f. Undergo a pre-award risk assessment prior to award execution;

- g. Undergo grant monitoring once (if grant >\$50,000) or annually (if >\$250,000);
- h. Agree to participate in a minimum of one (1) site visit per project year, to be conducted by MDE. The purpose of the site visit is to assess program implementation, progress toward goals, compliance with grant terms and conditions, and to provide technical assistance as needed. The Grantor will coordinate with the Grantee to schedule the visit at a mutually agreeable time. Additional site visits may be conducted at the discretion of the Grantor
- i. Per uniform administrative requirements for federal awards, program income generated from funded projects during the grant performance period, or prior to January 1, 2027, must be used for the purposes and under the conditions of the federal award. The U.S. Department of the Treasury's Capital Projects Fund prescribes the additive approach to program income for multi-purpose community facilities. For program income and other related definitions, please see 2 CFR 200.307(e)(2)
 - a. Program Income Reporting - Per uniform administrative requirements for federal awards, program income generated from funded projects during the grant performance period must be used for the purposes and under the conditions of the federal award. The U.S. Department of the Treasury's Capital Projects Fund prescribes the "additive" approach to program income for multi-purpose community facilities.

2.5 Provisions for Contracts and Sub-grants

- a. **Contract Provisions.** The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be following all applicable OSHA regulations, especially the federal Hazardous

Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).

- b. **Ineligible Use of Grant Funds.** The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee and not be awarded by Grantee to third parties as grant funds
- c. **Job Listing Agreements.** *Minn Stat. § 116L.66, subd.1*, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.
- d. **Payment of Contractors and Subcontractors.** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

2.6 Debarment and Suspension Certification: (If applicable)

- a. The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation. Evidence that contractors are not debarred will be maintained over the life of the grant.

3. Time: The grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant contract, time is of the essence.

4. Consideration and Payment

4.1 **Consideration:** The State will pay for all services performed by the Grantee under this grant contract as follows: performed by the Grantee under this grant contract agreement as follows:

- a. **Compensation** - The Grantee will be paid according to the breakdown of costs in Exhibit B, which is attached and incorporated into the Grant Contract Agreement.
- b. **Total Obligation** - The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed <<TOTAL AMOUNT>>.

4.2 Payment

- a. **Invoices:** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be itemized, submitted no more than bi-weekly, and approved by the State's representative. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. At a minimum must be submitted timely and according to the following schedule:

- October 30, 2025, for any reimbursable expenses from the beginning of the grant to September 30, 2025;
- January 30, 2026, for any reimbursable expenses from October 1, 2025, to December 31, 2025;
- April 30, 2026, for any reimbursable expenses from the January 1, 2026, to March 31, 2026;
- July 15, 2026, for any reimbursable expenses from the April 1, 2026, to June 30, 2026;
- September 30, 2026, for any reimbursable expenses from the July 1, 2026, to September 30, 2026; and

- January 30, 2027, for any reimbursable expenses from October 1, 2026, to December 31, 2026.;

4.3 Budget Revisions: The grantee must receive prior written approval from MDE for any budgetary changes of approved line item amounts greater than 10 percent of the total grant award available for expenditure during the grant period. Total budget line-item deviations exceeding 10 percent of the total award must be approved in writing by MDE prior to incurring the expenditure. In their request for approval the grantee must include supporting information to justify why the change is necessary. MDE is not legally obligated to approve expenditures incurred on budget line-item changes that exceed 10 percent of the total award for which prior approval has not been granted. Grantee may not incur expenditures within a budget line item that is not included in the approved budget without the written approval of MDE

4.4 Federal Funds: Payments under this grant contract agreement will be made from federal funds obtained by the State through CFDA number 21.029 Coronavirus Capital Projects Fund, CPFFN0179.

- a. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.
- b. Funds made available pursuant to this grant contract agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this grant contract agreement, it is understood that any reduction or termination of Treasury funds provided to the State may result in a reduction of available funds to the Grantee.
- c. Where provisions of the Grantee's Application are inconsistent with other provisions of this grant contract agreement, the other provisions of this grant

contract agreement shall take precedence over the provisions of the Application

4.5 Unexpended Funds: The Grantee must return to the State any unexpended funds that have not been accounted for grant closeout.

5. Contracting and Bidding Requirements: Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

5.1 Supporting documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justify a single/sole source bid, if applicable.

5.2 For projects that include construction work of \$25,000 or more, prevailing wage rules MAY apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

- *Eligible Contractors:* All Grantees are required to verify that all contractors, subcontractors and sub-recipients are not listed on the Federal publication that lists debarred, suspended and ineligible contractors. Evidence of this determination must be readily available to the State throughout the life of the project.

5.3 The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/>

5.4 The grantee must verify that neither the organization nor any of its principals are listed on the SAM.gov Exclusions List prior to receiving federal funds, by conducting a search at <https://sam.gov>

6. Conditions of Payment: All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for

work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representatives: The State's Authorized Representative, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **IOWA NAME**. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

Grantee:

Name:

Title:

Address:

Phone:

Email:

8. Assignment, Amendments, Waiver, and Complete Agreement

8.1 Assignment: The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement.

8.2 Amendments: Any amendments to this grant contract 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 grant contract, or their successors in office.

8.3 Waiver: If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

8.4 Grant Contract Agreement Complete: This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

9. Liability: The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

10. State Audits: Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract 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

- Accounting methods must be in accordance with generally accepted accounting principles. The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156). When a Grantee expends over \$750,000 in federal funds during their fiscal year, a single audit is required to be submitted for that year.
- The grantee shall maintain books, records, documents and other evidence pertaining to the costs and expenses of implementing this application to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services and other costs and expenses of whatever nature.
- The grantee shall use generally accepted accounting principles.
- The grantee shall preserve all financial and cost reports, books of account and supporting documents and other data evidencing costs allowable and revenues and other applicable credits under this award which are in the possession of the grantee and relate to this award, for a period of no less than six years and the respective federal requirements where applicable.

- All pertinent records and books of accounts related to this award and subsequent awards shall be preserved by the grantee for a period of six years subject to the following criteria:
 - The six-year retention period shall commence from the date of submission of the final expenditure report.
 - If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - The grantee agrees to cooperate in any examination and audit under the provisions of this paragraph.

11. Financial Reconciliation: A financial reconciliation or desk review of reported expenditures to supporting documentation will occur at least once during the award period on grants that are at or exceed \$50,000. MDE will request supporting documentation for review and reconciliation of at least two (2) budget line-item expenditures based on a financial reporting form (FRF) submitted by the grantee.

- MDE may request documentation before, during, or after monitoring visits.
- Financial documentation to support expenditures incurred under this award must be maintained by the grantee and provided to MDE upon request

12. Monitoring and Corrective Action: Pursuant to state regulations and guidelines, the State shall monitor grantee performance annually. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State. The monitor may be in person or a request for information at any time during the grant and any time after grant closeout as needed.

The grantee will monitor the activities of the sub-recipient according to 2 CFR §200.303 and 2 CFR §200.331 as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Sub-award;

and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-recipient must include:

- a. Reviewing financial and programmatic reports required by the pass-through entity.
- b. Following-up and ensuring that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient 2 CFR §200.332 from the pass-through entity as required by 2 CFR §200.521 management decision.

13. Government Data Practices and Intellectual Property

13.1 Data Practices: Governed by Minn. Stat. Ch. 13. The Grantee must notify the State if it receives data requests.

- The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

13.2 Ownership of Materials and Intellectual Property Rights

- a. *Intellectual Property Rights:* The State of Minnesota shall own all rights, title, and interest in all the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the works and documents created and

paid for under the award. Works means all inventions, improvements, discoveries (whether patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this award. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the grantee, its employees, agents, or subcontractors in the performance of this award. The documents will be the exclusive property of the State of Minnesota and all such documents must be immediately returned to the state by the grantee upon completion or cancellation of the award. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works for hire." The grantee assigns all right, title and interest it may have in the works and the documents to the State of Minnesota. The grantee, at the request of the state of Minnesota, shall execute all papers and perform all other acts necessary to transfer or record the State of Minnesota's ownership interest in the works and documents.

- b. *Notification* : Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the grantee, including its employees and subcontractors, in the performance of the award, the grantee will immediately give the State of Minnesota's authorized representative written notice thereof, and must promptly furnish the authorized representative with complete information and/or disclosure thereon.
- c. *Representation*: The grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the works and documents are the

sole property of the state of Minnesota, and that neither the grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property of other persons or entities.

- i. Notwithstanding Liability clause 5, the grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the state of Minnesota, at the grantee's expense, from any action or claim brought against the state of Minnesota to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others.
- ii. The grantee will be responsible for payment of all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the grantee's or the state of Minnesota's opinion is likely to arise, the grantee, must at the state of Minnesota's discretion, either procure for the state of Minnesota the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the state of Minnesota will be in addition and not exclusive of other remedies provided by law.

14. Proceeds of a Sale. Upon the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility the net proceeds thereof shall be disbursed in the following manner and order.

- a. The first distribution shall be to the Commissioner of Management and Budget in an amount equal to the amount of the Grant actually disbursed, and if the amount of such net proceeds shall be less than the amount of the Grant actually disbursed then all of such net proceeds shall be distributed to the Commissioner of Management and Budget.

- b. The remaining portion, after the distribution specified in Section 3.03.A, shall be distributed to pay in full any outstanding public or private debt incurred to acquire the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facility in the order of priority of such debt.
- c. Any remaining portion, after the distributions specified in Sections 3.03A and B, shall be divided and distributed in proportion to the shares contributed to the acquisition of the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facilities by public and private entities, including the State Entity but not including any private entity that has been paid in full, that supplied funds in either real monies or like-kind contributions for such acquisition and betterment, and the State Entity's distribution shall be made to the Commissioner of Management and Budget. Such public and private entities may agree amongst themselves as to any redistribution of such distributed funds.

The Grant Recipient shall not be required to pay or reimburse the State Entity 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 Grant actually disbursed.

15. Workers Compensation: The Grantee certifies that it follows Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The 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 the State's obligation or responsibility.

16. Publicity and Endorsement

16.1 Publicity: Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press

releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

16.2 Endorsement: Grantee may not imply State endorsement of products/services.

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

18. Termination

18.1 By State

a. **Without Cause:** The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

b. **With Cause:** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The 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.

18.2 By Commissioner of Administration: The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

18.3 Termination for Insufficient Funding: The State may immediately terminate this grant contract agreement if:

- a. Funding becomes unavailable or the continuation of this Agreement and payments hereunder shall be subject to the availability of federal funds to the State from the US Treasury under the Prime Award. The State shall only be required to make payments to the grantee to the extent that the US Treasury makes payments to the State for allowable costs pertaining to this Agreement. The State shall promptly notify the grantee, in writing, of any (i) termination of the Prime Award or (ii) modification of funding available under the Prime Award that might negatively impact this subaward.
- b. Funding for the Coronavirus Capital Projects Fund (Capital Projects Fund), established by Section 604 of the Social Security Act (the Statute), as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan) is withdrawn by the U.S. Department of Treasury.
- c. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

In the Event of Cancellation: In the event of any cancellation under this provision, the Grantee shall cooperate fully with the State and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the State or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this grant contract agreement, subjecting Grantee to liability for all damages incurred by the State resulting from such breach.

19. Data Disclosure: Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the 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 the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

20. Post Grant Reporting Requirements: The grantee will report to the State, in the manner as requested by the State. The report will be due annually beginning after the end period of the grant on December 31, 2027. The grantee will continue to report annual for a period of 5 years past the end of the grant through December 31, 2031. Grantee shall use the reporting forms provided by the State.

21. Conflicts of Interest: The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn.Stat. §16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making (Current Policies tab). When a conflict of interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

- In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant

contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

- The Grantee must complete a Conflict-of-Interest Disclosure Form.

22. Federal Environmental Standards: Unless the State indicates otherwise and prior to release of funds, the Grantee is required to conduct an environmental review on project activities to comply with the National Environmental Policy Act of 1969 (NEPA), as amended. Disbursement of funds from the State will not occur until State has issued an environmental clearance to the Grantee.

- Grantee must maintain environmental review documentation and records and make them available to the public.

23. Drug-Free Workplace (Awardees Other Than Individuals) As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR, Part 200, the grantee certifies that it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the award, the employee will:
 - a. Abide by the terms of the statement; and,
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected award;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

24. Use of Out of State Contractors: The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:

- a. Depositing with the State, eight percent of every payment made to non-Minnesota construction contractors, where the contract exceeds \$50,000; or

- b. Receiving an exemption from this requirement from the Minnesota Department of Revenue.

25. Program Income: Per uniform administrative requirements for federal awards, program income generated from funded projects during the grant performance period must be used for the purposes and under the conditions of the federal award. The U.S. Department of the Treasury's Capital Projects Fund prescribes the "additive" approach to program income for multi-purpose community facilities.

26. Procurement: The Grantee must maintain documentation that shows that professional services were procured in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Services obtained from an HRA, RDC, or nonprofit organization do not have to be procured by competitive negotiation if exemption has been requested and approved by MDE, but contracts for these services must only be on a cost reimbursement basis, accounted for in accordance with 2 CFR Part 200.

27. Equal Employment & Section 3: Grantee must adhere to the Subparts A, C and D of the Section 3 regulations at 24 CFR 75 if the financial assistance provided to the project exceeds a threshold of \$200,000 in HUD program funding. If the project is found to be a Section 3 project, requirements at 24 CFR 75.19 must be followed. The Grantee will report labor hours in the Annual Report as described in 24 CFR 75.25(a), provide the qualitative efforts to assist low and very low-income persons described at 24 CFR 75.25(b) if reporting benchmarks are not met, must include Section 3 requirements and language in bidding documents and contracts, and retain necessary Section 3 documentation as described in 24 CFR 75.31. Additionally, the Grantee will include The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246, as amended) in the bidding and contract documents. Grantees will adopt an "Affirmative Contractor Outreach Plan – Section 3, MBE and WBE" which will outline how the Grantee will adhere to Section 3 requirements and will

promote the use of Section 3 business concerns and Women- or Minority-Owned Businesses. The plan will include a requirement that contractors and subcontractors will complete the Section 3 and Women- or Minority-Owned Business Certification form.

28. Equal Opportunity, Americans with Disabilities Act, and Minnesota Human Rights Act: The Grantee agrees to comply with all nondiscrimination assurances described in: Section 188 of the Workforce Innovation and Opportunity Act (WIOA); the Americans with Disabilities Act, as amended (ADA), Title I and Title II, as amended; and the Minnesota Human Rights Act.

29. Build America, Buy America Act (BABAA): Treasury strongly encourages recipients to use domestic procurement preferences wherever practicable. However, infrastructure projects funded solely with CPF award funds are not subject to the Buy America Preference requirements set forth in section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act, Pub. L. 117-58. CPF recipients may be otherwise subject to the Buy America Preference requirements when CPF award funds are used on a project in conjunction with funds from other federal programs that require compliance with the Buy America Preference requirements. Recipients are advised to consult with the other federal agencies administering federal financial assistance that is being blended or braided with CPF funds regarding the applicability of the Buy America Preference requirements.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

SWIFT Contract/PO No(s): _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE OF MINNESOTA – DEPARTMENT OF EDUCATION

By: _____

(WITH DELEGATED AUTHORITY)

Title: _____

Date: _____

Minnesota Dept. of Education Distribution :

Grants Coordinator: Taunya Schleicher, Taunya.schleicher@state.mn.us Ph: 651-582-8836
Authorized Representative: Patsy Lee, patsy.lee@state.mn.us Ph: 651-588-9412



STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
Swift Contract Number: 278488

This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Commerce ("State") and City of Wykoff, PO BOX 218, Wykoff, MN, 55990 ("Grantee").

Recitals

Under Minn. Stat. § 216C.02, subd. 1, the State is empowered to enter into this Grant Contract Agreement. The State seeks to stimulate the installation of solar energy systems on public buildings pursuant to MN Statutes Sec. 216C.377. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. October 31, 2025, or the date the State obtains all required signatures, whichever is later.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date.

A. May 1, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2 Specifications, Duties, and Scope of Work

The parties will perform the services outlined in Exhibit A: Specifications, Duties, and Scope of Work.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- 4.1 Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed **Ninety-Two Thousand Nine Hundred Eighty-Eight dollars (\$92,988.00)**, which shall be paid in accordance with the terms outlined in Exhibit B: Payment Schedule, which is attached and incorporated into this Grant Contract Agreement.
- 4.2 Invoices.** Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule: Please refer to Exhibit B.
- 4.3 Retainage.** No more than 95 percent of the amount due under this grant contract may be paid until the final product of this grant contract has been reviewed by the State's Authorized Representative. The balance due will be paid when the State's Authorized Representative determines that the Grantee has satisfactorily fulfilled all the terms of this grant contract.
- 4.4 Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

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

6 Contracting and Bidding Requirements

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

- 6.1** The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.
- 6.2** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.
- 6.3** The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

7 Authorized Representatives

- 7.1** The State's Authorized Representative is **John-Michael Cross, Solar Coordinator**, john-michael.cross@state.mn.us, **651-539-1020**, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement.

If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 The Grantee's Authorized Representative is **Rebecca Schmidt, City Administrator**, cityhall@cityofwykoff.gov, **507-352-4011**, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

8.2 Amendments. Any amendment to this Grant Contract 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 Grant Contract Agreement or their successors.

8.3 Waiver. If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

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

9 Subcontracting and Subcontract Payment

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) (1) and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4 No sub agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.5 The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.

9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

11 State Audits

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract 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.

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights. The Grantee shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract.

12.3 License to the State. Subject to the terms and conditions of this grant contract, the Grantee hereby grants to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify distribute, perform and otherwise use the works and documents for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee shall upon the request of the State, execute all papers and perform all other acts necessary, to document and secure said right and license to the works and documents by the State. At the request of the State, the Grantee shall permit the State to inspect the original documents and provide a copy of any of the document to the State, without cost, for use by the State in any manner the State, in its sole discretion, deems appropriate.

12.4 Obligations. Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

13 Workers Compensation

The Grantee certifies that it is in compliance with Minnesota Statutes § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The 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 the State's obligation or responsibility.

14 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1 Termination by the State.

A. Without Cause.

The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. With Cause.

The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The 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.

15.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow

for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

16.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

17 Data Disclosure

Under Minnesota Statutes § 270C.65, Subd. 3, and other applicable law, the 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 the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Specifications, Duties, and Scope of Work

Exhibit B: Payment Schedule

Grant Contract Agreement Signature Page

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15

Print Name: CARLA COLLINS

Signature: Digitally signed by:
Carla Collins
DN: cn=Carla Collins, o=City of Commerce, ou=City of Commerce, email=carla.collins@commercemn.gov, c=US

Title: Accounting Officer Int Date: 10/24/2025

SWIFT Contract No. SC# 278488 / FY26 PO# 3-21049

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Grantee

With delegated authority

Print Name: Rebecca Schmidt

Signature: _____

Title: City Admini Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Exhibit A: Specifications, Duties, and Scope of Work

The Grantee shall comply with all applicable grants management policies and procedures, set forth through Minnesota Statutes § 16B.97, subd. 4 (a).

A. Project: SPB25-034; City of Wykoff – Waste Water Treatment Plant

B. Project Goal: In 2023 the Minnesota Legislature established the Solar on Public Buildings (SPB) Grant Program (Minn. Stat. § 216C.377). The purpose of this program is to provide grants to stimulate the installation of solar energy systems on or adjacent to public buildings.

C. The Grantee shall do all things necessary, including partnering with subcontractors, to complete the following tasks according to the following schedule:

Task Description		Deadline
1 System Components		End of month 4
1.1	All PV modules necessary for the System are either ordered with an anticipated arrival time to meet contract deadline, or in possession of Developer or Grantee.	
1.2	All other System components, including inverters, are either ordered with an anticipated arrival time to meet contract deadline, or in possession of Developer/Grantee.	
Deliverable(s):		
- Submit any invoice(s) or receipt of payment(s) for reimbursement. - Upload supporting documentation including, but not limited to, receipts, shipping label/packing slip, proof of delivery. - If equipment has not been received yet, upload proof of order and/or possession of modules and BOS components and anticipated delivery date. - Enter Task 1 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.		
Project Updates:		
- Provide a thorough update on project progress including: - Setbacks - Timeline updates - Anticipated completion - System promotion planning - Any other relevant updates		
2 Interconnection		End of month 8
2.1	All necessary interconnection documentation/applications have been filed and submitted to Grantee electric utility.	
2.2	All necessary interconnection fees have been paid to Grantee electric utility.	
Deliverable(s):		
- Submit any invoice(s) or receipt of payment(s), for reimbursement. - Upload supporting documentation as proof of interconnection paperwork submission		

Task Description	Deadline
and related fee payments. • Enter Task 2 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.	
Project Updates:	
• Provide a thorough update on project progress including: ○ Setbacks ○ Timeline updates ○ Anticipated completion ○ System promotion planning ○ Any other relevant updates	
3 System Installation	End of month 18
3.1 All components of the System have been fully installed. 3.2 System has been inspected and approved by Grantee Local Authority Having Jurisdiction. 3.3 A proof of witness test for the System has been completed by the Grantee electric utility. 3.4 At the time of any System level work order execution, Grantee's Developer returned any damaged and/or defective panels through the distribution chain for recycling and inverters to the manufacturer under warranty. Deliverable(s): <i>(all documentation will be furnished)</i> • Submit any invoice(s) or receipt of payment(s) for reimbursement. ○ Upload supporting documentation of proof of interconnection. • Upload a <i>Statement of Compliance</i> form. • Upload a signed inspection form and proof of witness test. • Collect and maintain prevailing wage reports, as required, Minn Stat. <u>177.27, 177.30</u>. • Enter Task 3 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.	
Project Updates:	
• Provide a thorough update on project progress including: ○ Press releases ○ Stories/case studies ○ Webpage development ○ Social media ○ Other in-person promotional events	
4 Promotion	End of month 18
Media Kit Acknowledgement When a local government building goes solar, it's an opportunity for the entire community to learn about the benefits and partnership with the Department. To help Grantees with promoting the work under this grant, the Department will provide an online Media Kit, and will be available on the <u>Solar on Public Buildings webpage</u> . It will include: • Press release template • Article template (for website or newsletter) • Social media handles, example language, and graphics	

Task Description	Deadline
• Customizable poster • Customizable event flyer 4.1 For any public communications about the solar project, on websites, newsletters, news media, social media, etc., the Grantee will recognize funding from the Minnesota Department of Commerce Solar on Public Buildings Program. Upload an example of such public communication. 4.2 For any public events about the solar project, Grantee will extend an invitation to the Minnesota Department of Commerce by sending event details and an invitation to the State's Authorized Representative. 4.3 Once the System is installed and operational, the Grantee will provide 1+ photo to the State of the System. Grantee is responsible for photo consent forms. 4.4 Grantee is encouraged to use the media kit and promotional templates provided by the Minnesota Department of Commerce. Upload a sample of public publicity such as a poster or event flyer. Deliverable(s): • Acknowledge review of Media Kit materials. • Any final invoice(s) or receipt of payment(s), including supporting documentation, have been submitted for reimbursement. • Enter Task 4 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.	
Promotion Plan Updates:	
• The local unit of government is required to publicly acknowledge the Solar on Public Buildings grant award from the Minnesota Department of Commerce. Provide an update on project promotional plan, including the timeline. This may include, but is not limited to: ○ Public presentation(s) at Council or Board meetings, at conferences, community events ○ Press releases ○ Stories/case studies ○ Webpage development ○ Ribbon cutting ○ Other in-person promotional events	
5 Reporting and Invoicing	Ongoing
5.1 The Grantee must inform the State's Authorized Representative, as often as necessary, to discuss issues requiring immediate attention, such as schedule deviations, scope of work modifications, concerns related to the project's progress, budget issues or questions, and any other topic that might require a dialogue regarding the best way to proceed. 5.2 The Grantee will provide the State's Authorized Representative with any additional information requested throughout the project pertaining to project status upon request. 5.3 The Grantee will submit invoices for reimbursement at least as often as requested in Tasks 1-4 above and as often as monthly. 5.4 The Grantee will submit documentation of federal tax credits (including any bonus credits) received for the project.	
6. System Component Reporting and End of Life Recycling	Ongoing
6.1 System Level Work Order Execution: At the time of any System level work order execution, Grantee's Developer shall be responsible for returning damaged and/or defective panels	

Task Description	Deadline
through the distribution chain for recycling and inverters to the manufacturer under warranty. 6.2 Operations and Maintenance (O&M): While engaged in an O&M contract, Grantee's Developer shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below. 6.3 System Components Under Warranty: Grantee's Developer shall be responsible for tracking System equipment under warranty that cease to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below. 6.4 Third Party Ownership: While engaged in a power purchase agreement (or third-party ownership model) contract, the Grantee's contractor shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below. 6.5 End of Life Decommissioning and Recycling: At the time of decommissioning or System removal, the Grantee shall be responsible for the recycling any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6 below. 6.6 Tracking and Reporting: All tracking and recycling of System Equipment that ceases to function as intended (for any reason) shall include counts of modules and inverter types and be reported on an annual basis, by March 31 for the previous calendar year, to the Minnesota Pollution Control Agency (MPCA). A recycling and reporting form will be available on the Department's webpage and provided upon contract execution. Deliverable(s): - Throughout the System's lifetime, a copy of the previous year's recycling and reporting form (which must be submitted to MPCA annually by March 31st for the previous year) is also submitted to the Department by uploading an <i>Annual Check-In</i> form. - Throughout the System's lifetime, the Grantee will upload an <i>Annual Check-In</i> form is uploaded annually beginning 12 months after System commissioning.	

Exhibit B: Payment Schedule

Project: SPB25-034; City of Wykoff – Waste Water Treatment Plant

Budget: List the detailed budget, broken down in the below tables by Grantee System installation expenses and Grantee System installation funding sources. Categories have been pre-populated via budget values provided via the Grant Application. Review, add additional details, and edit the budget as necessary. Eligible expenses include only those costs incurred by Grantee towards purchase and installation of the System.

Note: The payment schedule must match the schedule between the Grantee and Developer per the contract with the Developer.

PAYMENT SCHEDULE	Item (Expense)	Details	Total Cost
Payment to Developer	Down Payment	5%	\$6,642.00
Payment to Developer	Construction Begins	55%	\$73,062.00
Payment to Developer	Substantial Completion	30%	\$39,852.00
Payment to Developer	Final Payment	10%	\$13,284.00
TOTAL GRANTEE SYSTEM INSTALLATION EXPENSES			\$132,840.00

FUNDING SOURCES:	Item	Details	Total Cost
	Solar on Public Buildings	Grant	\$92,988.00
	ITC	30%	\$39,852.00
TOTAL GRANTEE SYSTEM INSTALLATION FUNDING SOURCES			\$132,840.00

In accordance with Minnesota Management and Budget Statewide Operating Policy 0801-01, payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

From: State of MN IRA Compliance Help
<StateofMNIRATaxComplianceSupport@deloitte.com>
Sent: Wednesday, November 5, 2025 11:28 AM
To: cityhall@cityofwykoff.gov
Cc: Katta, Bryant; Moehring, Erika; Kelly, Elise; Gordon, Travis
Subject: RE: IRA 1:1 with City of Wykoff and Deloitte
Attachments: Safe Harbor Solar Tables.xlsx

Hi Becky and Ryan,

Project Overview:

- Two solar projects are planned: one for the well house (24.3 kW DC / 19.4 kW AC, rooftop) and one for the wastewater treatment plant (54 kW DC, ground-mounted). Both are under one megawatt, which is relevant for tax credit eligibility.
- The city has received bids and grant approval, but contracts remain unsigned due to concerns about contract clauses. The solar supplier has not ordered supplies, raising concerns about timelines, and the planned start date of next May may not align with federal tax credit deadlines.

Beginning of Construction Requirement - You need to meet either the 5% safe harbor or the Physical Work Test

1. 5% Safe Harbor

- Must pay or incur at least 5% of the total cost of the depreciable basis of the facility or energy property (excluding land and non-integral property).
- **Key Points:**
 - Economic performance is achieved through delivery or transfer of tax ownership.
 - The 3.5-month rule exception applies if property/services are expected to be provided within 3.5 months of payment.
 - Costs incurred by a third party under a binding written contract are deemed incurred by you when incurred by the third party (per section 461). Requirements of a binding written agreement below.

2. Physical Work Test

- Involves starting physical work of a significant nature (PWSN) onsite or offsite related to the qualified facility or energy property.
- Work can be performed by a third party (e.g., vendor).
- The test focuses on the **nature of the work**, not the amount or cost.
- **Exclusions:** Preliminary activities (design, research, environmental studies, removal of existing foundations) and inventory work are not counted.

Binding Written Contract Requirements

- For work performed by a contractor to count toward PWSN, the contract must:
- Be enforceable under local law.
- Not limit damages to less than 5% of the total contract price.
- Not be an "option" (requires forfeiture of more than a nominal amount, e.g., 5% of contract price).
- Not have substantial modifications.
- Not allow termination for convenience, suspensions, returns, or exchanges.

Direct Pay Tax Credit Filing

- Below are the forms you will need to file to receive your direct pay tax credit.

Due dates

- Because your fiscal year end is 12/31 the projects placed in service this year would fall into the fiscal year ending 12/31/2025. Return would then be due 5/15/2026 (or make extension filing (form 8868) by 5/15/26 to make the return due 11/15/26)
- For additional projects that are placed in service in 2026, the return would then be due 5/15/2027 (or make extension filing (form 8868) by 5/15/27 to make the return due 11/15/27)

Direct Pay Process after the project is placed in service

- Pre-registration portal (which we recommend doing at least 120 days prior to the due date but after the project is placed in service) is linked here [Register for elective payment | Internal Revenue Service](#) I have also linked the Prefiling registration user guide if you have any questions [Publication 5884](#)
- Form 990-T – we have linked the form and instructions <https://www.irs.gov/forms-pubs/about-form-990-t>
 - Form 3800 – we have linked the form and instructions <https://www.irs.gov/forms-pubs/about-form-3800>
 - Form 3468 (this form is specifically for solar credits) – we have linked the form and instructions <https://www.irs.gov/forms-pubs/about-form-3468>
 - Form 8936 (this form is specifically for electric vehicle credits) – we have linked the form and instructions <https://www.irs.gov/instructions/i8936>
- I have also linked the IRS video with instructions to complete the form 990-T for elective pay only filings <https://www.stayexempt.irs.gov/home/depth-topics/form-990-t-elective-payment-election-only-presentation>
- Government entities are then allowed to paper file the forms and will have to be post marked by the due date. We recommend using certified mail receipts at any USPS or the IRS has a list of providers here that you can use to e-file your forms [Tax year 2024 exempt organizations Modernized e-File \(MeF\) providers — Form 990-T | Internal Revenue Service](#)

Additional Considerations

- Ownership & Service Proof: In order to file the pre-registration, you need to demonstrate ownership and that the asset is placed in service (e.g., interconnection agreement or first month's bill).
- Prohibited Foreign Entities: "Does [solar company] have any plans for how you will comply with prohibited foreign entity rules that go into effect for projects that begin construction after December 31, 2025, and do your projects qualify for domestic content?"

Energy Community Bonus Credit

- Facilities placed in service may be eligible for the Energy Community Bonus Credit Adder if their location falls within designated areas, as outlined by the U.S. Department of Energy: [Mapping Tool for Energy Community Bonus Credit Program](#)
 - Eligibility depends on the facility being sited within one of the shaded regions on the Department of Energy's official energy communities mapping tool.
 - The mapping tool provides up-to-date visual confirmation of eligible geographic areas.

Low-Income Community Bonus Credit – Future Planned Projects.

- The address provided in Minnetonka could qualify for the low income community bonus adder, see the link here for the map [Mapping Tool for Clean Electricity Low-Income Community Bonus Credit Program](#)
 - This is a competitive application process, so no guarantee that funding will be awarded. You must apply before the project is placed in service. Applications are considered on a rolling basis as funds are available. If the project is placed in service during 2025, the application process is already closed. However, if you plan to place the project in service during 2026, you can most likely still apply. <https://eco.energy.gov/licbonus/s/>

Domestic Content Safe Harbor Table – Future Planned Projects.

- In order to see how the domestic content is calculated please refer to the **2025-08** tab within the attached Safe Harbor Solar tables for detailed information. For projects beginning in 2025 it will require 45% of the

- manufactured product components be located within the US. Projects that begin construction in 2026 will require 50% of the manufactured product components be located within the US.
- Please ensure that the contractor has certified compliance with the domestic content requirement. Please ensure you retain this certification for your records, as it may be needed in the event of an audit.
 - As discussed on our call, the domestic content requirements specify that **at least 45% or 50% (depending on year construction begins) of the component costs must be for products manufactured in the United States.** To determine eligibility:
 - **Add up the numbers in either the Rooftop (MLPE) or Rooftop (string) columns of all manufactured product components that are made in the US.**
 - If the total exceeds 45% or 50% of the overall component costs, the project qualifies under the domestic content safe harbor.

Thanks,

Deloitte Tax - State of Minnesota Team

-----Original Appointment-----

From: Moehring, Erika <emoehring@deloitte.com>

Sent: Thursday, October 30, 2025 2:25 PM

To: Moehring, Erika; cityhall@cityofwykoff.gov; Kelly, Elise; Gordon, Travis; Wilson, Samuel

Cc: Katta, Bryant

Subject: IRA 1:1 with City of Wykoff and Deloitte

When: Tuesday, November 4, 2025 2:00 PM-2:30 PM (UTC-06:00) Central Time (US & Canada).

Where: Microsoft Teams Meeting

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