

*City of Litchfield - City Council*

# AGENDA PACKET

*Tuesday, January 20, 2026 - 5:30 P.M.*

**AGENDA**

Tuesday, January 20, 2026 - 5:30 P.M.

I. **CALL TO ORDER**

A. **ROLL CALL/DETERMINATION OF QUORUM**

B. **PLEDGE OF ALLEGIANCE**

II. **CONSENT AGENDA**

A. **MINUTES: (Packet)**

1. City Council Meeting – January 5, 2026
2. City Council Work Session – January 5, 2026

B. **FINANCIAL REPORTS: (Packet)**

1. Electronic and Wire Transfer Report

C. **CLAIMS: (Packet)**

1. Computer List of Bills

D. **OTHER PAYMENTS: None**

E. **ORDINANCES - SECOND READINGS: None**

F. **LICENSES: (Packet)**

1. Application for Lawful Gambling Permit – Litchfield Rescue Squad Auxiliary, Inc. – Resolution No. 26-1-12
2. Application for Lawful Gambling Permit – Litchfield Lions Club – Resolution No. 26-1-13

G. **OTHER ROUTINE MATTERS: None**

H. **COMMUNICATIONS: (Packet)**

1. Minutes and Reports
  - a. Airport Advisory Board Minutes – January 12, 2026
  - b. Finance Committee Minutes – January 13, 2026
  - c. Personnel Committee Minutes – January 13, 2026

III. **TIMED ITEMS**

IV. **ACKNOWLEDGMENT OF AUDIENCE / PRESENTATIONS**

V. COMMISSION RECOMMENDATIONS

VI. COMMITTEE REPORTS

VII. LEGAL CONSIDERATION

VIII. BUSINESS

A. STATE HISTORIC BUILDING GRANT (Memo)(Packet)

B. COUNCIL MEMBER CARLSON REQUEST (Packet)

C. FUTURE LEAGUE TRAINING (Memo)

IX. ADDITIONAL ITEMS

X. ANNOUNCEMENTS

A. WORK SESSION (Packet)

A work session will be held prior to the Council meeting on Tuesday, January 20, 2026 at 4:15 p.m. on organizational needs.

XI. ADJOURNMENT

CALL TO ORDER

# CONSENT AGENDA

# MINUTES

1.

**I. CALL TO ORDER.**

A regular meeting of the City Council of the City of Litchfield was held in the City Council Chambers at the City Hall on Monday, January 5, 2026, commencing at 5:30 p.m. Mayor Dingmann called the meeting to order.

A. ROLL CALL:

Mayor	Ron Dingmann	Present
Council Member-at-Large	Malinda Larson	Present
Council Member Ward I	Eric Mathwig	Present
Council Member Ward II	Darlene Kotelnicki	Present
Council Member Ward III	Betty Allen	Excused
Council Member Ward IV	John Carlson	Present
Council Member Ward V	Bob Powers	Present
City Administrator	Dave Cziok	Present
Assistant City Administrator	Joyce Spreiter	Present
Operations Coordinator	Mario Provencher	Present
Operations Engineer	Mike Geers	Present
Police Chief	Pat Fank	Present
LARC Director	Owen Boerema	Present
City Attorney	Rebecca Rue	Present
City Engineer	Chuck DeWolf	Present
Litchfield Rail	Brent Schacherer	Present
KLFD	Tim Bergstrom	Present

B. PLEDGE OF ALLIGIANCE

**II. CONSENT AGENDA -**

Each item on the Consent Agenda was considered. No items were added or deleted.

A. COUNCIL MINUTES TO APPROVE:

1. City Council Minutes – December 15, 2025

B. FINANCIAL REPORTS TO APPROVE:

1. Electronic and Wire Transfer Report

C. CLAIMS TO AUTHORIZE FOR PAYMENT:

1. Computer List of Bills for \$1,088,262.88

D. OTHER PAYMENTS:

January 5, 2026

1. LARC Pay Requests

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-6  
AUTHORIZE PAYMENTS FOR LARC PROJECT**

**WHEREAS**, contracts have been awarded for the above titled item, and

**WHEREAS**, recommendation has been made and is on file to approve these payments,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Litchfield hereby approves the following payments for the LARC project totaling \$13,229.02 as attached and on file:

Escape Fire Protection/Invoice PF-014698 in the amount of \$13,229.02

Adopted by the City Council this 5th day of January, 2026.

Approved:

Attest:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

\_\_\_\_\_  
MAYOR

2. Johnson Drive & 260<sup>th</sup> Street Improvement Project

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-7  
AUTHORIZE PAYMENT NO. 3  
FOR THE JOHNSON DRIVE AND 260<sup>TH</sup> STREET IMPROVEMENTS**

**WHEREAS**, a contract has been awarded for the above titled item, and

**WHEREAS**, recommendation has been made and is on file to approve this payment,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Litchfield hereby approves Payment No. 3 for the Johnson Drive and 260<sup>th</sup> Street Improvement project totaling \$6,508.59 as attached and on file.

Adopted by the City Council this 5th day of January, 2026.

Approved:

Attest:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

\_\_\_\_\_  
MAYOR

January 5, 2026

3. Litchfield Municipal Airport 6 Unit T-Hangar Project

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-8  
AUTHORIZE PAYMENT NO. 1  
FOR THE LITCHFIELD MUNICIPAL AIRPORT 6 UNIT T-HANGAR**

**WHEREAS**, a contract has been awarded for the above titled item, and

**WHEREAS**, recommendation has been made and is on file to approve this payment,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Litchfield hereby approves Payment No. 1 for the Litchfield Municipal Airport 6 Unit T-Hangar project totaling \$144,866.81 as attached.

Adopted by the City Council this 5th day of January, 2026.

Attest:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

Approved:

\_\_\_\_\_  
MAYOR

4. Trunk Sanitary Sewer Rehabilitation Project

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-9  
AUTHORIZE PAYMENT NO. 1  
FOR THE TRUNK SANITARY SEWER REHABILITATION PROJECT**

**WHEREAS**, a contract has been awarded for the above titled item, and

**WHEREAS**, recommendation has been made and is on file to approve this payment,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Litchfield hereby approves Payment No. 1 for the Trunk Sanitary Sewer Rehabilitation project totaling \$115,277.75 as attached and on file.

Adopted by the City Council this 5th day of January, 2026.

Attest:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

Approved:

\_\_\_\_\_  
MAYOR

January 5, 2026

- E. ORDINANCES – SECOND READINGS: None.
- F. LICENSES: None.
- G. OTHER ROUTINE MATTERS:
  - 1. Authorize 2026 Official Signatures

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-1  
AUTHORIZE 2026 OFFICIAL SIGNATURES**

**BE IT RESOLVED** by the City Council of the City of Litchfield that the following City Officials are authorized to sign on behalf of the City of Litchfield:

CHECK SIGNATURES –

Joyce Spreiter, Assistant City Administrator (Designated)  
John Sufka, Accounting Technician (Designated)  
Ron Dingmann, Mayor (Alternate)

BANK ACCOUNT SIGNATURES – (Savings)

Joyce Spreiter, Assistant City Administrator (Designated)  
John Sufka, Accounting Technician (Designated)

OFFICIAL DOCUMENT SIGNATURES –

Ron Dingmann, Mayor (Designated)  
Dave Cziok, City Administrator (Designated)  
Joyce Spreiter, Assistant City Administrator (Designated)  
John Sufka, Accounting Technician (Alternate)

**BE IT FURTHER RESOLVED** that this resolution is in effect until a new resolution addressing this issue is adopted by the City Council.

Adopted by the City Council this 5th day of January, 2026.

Attest:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

Approved:

\_\_\_\_\_  
MAYOR

- 2. Authorize 2026 Interest Rate for City Invoices

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-2  
SET 2026 INTEREST RATE FOR CITY INVOICES**

January 5, 2026

Resolution No. 26-1-2 – Cont'd.

**WHEREAS**, Resolution No. 85-10-105 ordered an interest charge on city invoices, the amount to be set annually in January at three percentage points above the prime rate; and

**WHEREAS**, the prime rate in December, 2025 is 6.75%

**NOW, THEREFORE, BE IT RESOLVED** that during 2026 the City charge 9.75% interest on City invoices which are 30 days or more overdue, unless special circumstances warrant a lower rate, or that a longer time would be allowed before interest charges become effective.

Adopted by the City Council this 5th day of January, 2026.

Attest:

Approved:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

\_\_\_\_\_  
MAYOR

3. Designate Depository for City Funds and Approve Securities

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-3  
DESIGNATED DEPOSITORIES FOR CITY FUNDS  
AND APPROVE SECURITIES**

**BE IT RESOLVED** by the City Council of the City of Litchfield to designate the following as depositories of Public Funds for the City of Litchfield, for the term of one year from January 5, 2026.

- Center National Bank of Litchfield
- Wells Fargo Bank of Litchfield
- Mid-Country Bank of Litchfield
- Home State Bank of Litchfield
- Ehlers Investment Services, Pershing, BNY

**BE IT FURTHER RESOLVED** that the list of pledged securities and the assignment of these securities on file be approved for the term of one year from January 1, 2026, with additions, deletions and substitutions as needed.

Adopted by the City Council this 5th day of January, 2026.

Attest:

Approved:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

\_\_\_\_\_  
MAYOR

H. COMMUNICATIONS: None.

After review, it was moved by Council Member Larson, seconded by Council Member Mathwig, to adopt the following:

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-10  
APPROVING CONSENT AGENDA**

**WHEREAS**, the Consent Agenda has been assembled and presented; and

**WHEREAS**, all requests to have items removed have been duly noted,

**NOW, THEREFORE, BE IT RESOLVED** to approve the Consent Agenda as presented except for items, if any, which were requested to be removed for individual consideration.

Adopted by the City Council this 5<sup>th</sup> day of January, 2026.

Approved:

Attest:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

Upon roll call vote, all members present voted aye, whereupon the resolution was declared adopted.

III. TIMED ITEMS – None.

IV. ACKNOWLEDGMENT OF AUDIENCE/PRESENTATIONS –

A. 4594 DESIGN GROUP – STATE HISTORIC BUILDING GRANT –

Jesse Turck, representing 4594 Design Group, provided a project update relating to the State Historic Building Grant and downtown historic building façade improvements. He outlined the proposed schedule with the project currently in the Schematic and Design Development Phase. He recommended hiring a construction manager for the project similar to what was done with the LARC project. Council Members inquired as to the funding of the position and who the manager would answer to. Jesse Turck responded that typically the position is paid by a percentage, adding that there are different ways, however that it can be structured. It was noted that the position would be funded by the grant and would answer to the City Administrator. He discussed a future work session to develop a matrix for what properties get what amount. Jesse Turck shared that overall project review is tentatively scheduled to be provided at the HPC meeting on February 23, 2025.

January 5, 2026

It was moved by Council Member Mathwig, seconded by Council Member Powers, to authorize Jesse Turck of 4594 Design and City Administration to prepare an RFP for a construction manager relating to the Litchfield State Historic Building Grant and downtown historic building façade improvements. Upon roll call vote, all members present voted aye, whereupon the motion carried.

V. **COMMISSION RECOMMENDATIONS** – None.

VI. **COMMITTEE REPORTS** – None.

VII. **LEGAL CONSIDERATIONS** – None.

VIII. **BUSINESS** –

A. **ANNUAL APPOINTMENTS**

After review, it was moved by Council Member Powers, seconded by Council Member Larson, to adopt the following:

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-4  
ANNUAL APPOINTMENTS**

**BE IT RESOLVED** that it is standard procedure to make annual appointments to the following:

1. City Attorney – Emily Wood, Rebecca M. Rue
2. Official Newspaper – Litchfield Rail
3. City Engineer – Chuck DeWolf – Bolton & Menk, Inc.
4. Weed Inspector – Operations Coordinator Mario Provencher.

Adopted by the City Council this 5th day of January, 2026.

Attest:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

Approved:

\_\_\_\_\_  
MAYOR

January 5, 2026

Upon roll call vote, all members present voted aye, whereupon the resolution was declared adopted.

**B. COUNCIL COMMITTEES**

Council Member Carlson shared that he would turn over his representation on the Safe Routes to School group if others were interested. Both Council Members Mathwig and Powers expressed interest. It was moved by Council Member Carlson, seconded by Council Member Larson, to amend proposed Resolution No. 26-1-5 removing Council Member Carlson from the Safe Routes to School group and adding Council Members Mathwig and Powers. The motion passed with 6 votes in favor and 0 against.

Council Members Kotelnicki and Powers shared that they had requested to be on the Personnel Committee and questioned the process. Mayor Dingmann responded that an email had been sent out to Council Members concerning their wishes with responses from Council Members Carlson, Larson, Mathwig, and Allen on December 23<sup>rd</sup> to remain on the same committees, Council Member Powers responding with his requests on the 30<sup>th</sup>, and no response from Council Member Kotelnicki. He explained his reasoning for the appointment process.

After review, it was moved by Council Member Mathwig, seconded by Council Member Carlson, to adopt the following:

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-5  
COUNCIL APPOINTMENTS TO COMMISSIONS/COMMITTEES/OTHER GROUPS**

**WHEREAS**, the Mayor recommends appointing Council Member representatives to Commissions/Committees/Other Groups for 2026,

**NOW, THEREFORE, BE IT RESOLVED** that the Council Members be appointed as follows:

**COUNCIL REPRESENTATIVE TO ANOTHER GROUP**

AIRPORT – Eric Mathwig  
COMMUNITY ED – Malinda Larson  
G.A.R. HALL – Malinda Larson  
HERITAGE PRESERVATION – Darlene Kotelnicki  
LIBRARY – Betty Allen  
CENTRAL COMMUNITY TRANSIT – Betty Allen and Mayor Dingmann  
CHAMBER OF COMMERCE – Betty Allen  
VISITORS BUREAU – Malinda Larson and Carrie Danielson (At Large)  
PLANNING – John Carlson  
SAFE ROUTES TO SCHOOL – Eric Mathwig and Bob Powers  
CABLE/SOLID WASTE FRANCHISE NEGOTIATIONS – Betty Allen and Darlene Kotelnicki  
HOUSING AND REDEVELOPMENT AUTHORITY (HRA) – Eric Mathwig

January 5, 2026

Resolution No. 26-1-5 – Cont'd.

**STANDING COMMITTEES**

PERSONNEL COMMITTEE – Ron Dingmann, Betty Allen, Malinda Larson

FINANCE & INFRASTRUCTURE COMMITTEE - Ron Dingmann, Eric Mathwig, Bob Powers

HOUSING COMMITTEE – Darlene Kotelnicki, John Carlson, Eric Mathwig

\*Mayor serves as backup representative if contacted

Adopted by the City Council this 5th day of January, 2026

Attest:

Approved:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

\_\_\_\_\_  
MAYOR

Upon roll call vote, all members present voted aye, with the exception of Council Members Kotelnicki and Powers voting nay, whereupon the resolution was declared adopted.

C. **EQUIPMENT REQUESTS**

City Administrator Cziok discussed the request to replace the 2019 mud duck equipment. Operations Coordinator Provencher responded to questions concerning the cost of the equipment and the purpose. He explained that the new unit has a larger capacity relating to the increased cost and that they had estimated the costs to be lower.

After review, it was moved by Council Member Mathwig, seconded by Council Member Carlson, to adopt the following:

**CITY OF LITCHFIELD  
RESOLUTION NO. 26-1-11  
AUTHORIZE PURCHASE OF 2026 VERMEER VX75-800**

**WHEREAS**, City staff has been evaluating equipment needs for 2025-2027, and

**WHEREAS**, City staff has recommended purchasing a new Vermeer VX75-800, and

**WHEREAS**, City staff has solicited bids/quotes for said equipment, and

**AND WHEREAS**, the Equipment Revolving Fund has sufficient funds to accommodate the purchase,

January 5, 2026

Resolution No. 26-1-11 – Cont'd.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Litchfield hereby approves purchasing a new 2026 Vermeer VX75-800 in the amount of \$134,132.27 from RDO Equipment Co. through Sourcewell Government pricing which includes trade-in of a 2020 Vermeer VX50-500 valued at \$40,000.

Adopted by the City Council this 5th day of January, 2026.

Approved:

Attest:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

Upon roll call vote, all members present voted aye, whereupon the resolution was declared adopted.

D. FUTURE AGENDA ITEMS/CITY PRIORITIES

City Administrator Cziok outlined future agenda items and City priorities for Council consideration.

1. Finance Committee Authorization

City Administrator Cziok shared that the Finance Committee has a meeting scheduled for the 13<sup>th</sup> of January. He said the Finance Committee should review and make a recommendation on how to proceed with the police vehicle usage and law enforcement lease. It was moved by Council Member Carlson, seconded by Council Member Mathwig, to authorize the Finance Committee to discuss the police vehicle usage and law enforcement lease in order to make a recommendation to the Council on how to proceed. Upon roll call vote, all members present voted aye, whereupon the motion carried.

2. GC Working Group

City Administrator Cziok recommended the Council establish a short-term working group to address the golf course rates and pro shop operations and select two Council Members to serve on said group. It was moved by Council Member Mathwig, seconded by Council Member Larson, to appoint Council Members Carlson and Powers to a Golf Course short-term working group to address golf course rates and pro shop operations. The motion passed with 6 votes in favor and 0 against.

3. Schedule Future Work Session

City Administrator Cziok recommended the Council schedule a work session with organizational needs as a discussion item. It was moved by Council Member Mathwig, seconded by Council Member Larson, to schedule a work session on January 20, 2026

January 5, 2026

at 4:15 p.m. to discuss organizational needs. The motion passed with 6 votes in favor and 0 against.

Council Member Kotelnicki requested scheduling future work sessions regarding the downtown historic building façade improvements relating to the State Historic Building Grant. It was moved by Council Member Kotelnicki, seconded by Council Member Mathwig, to schedule a work session on January 26, 2026 from 4:15 p.m. to 6:00 p.m. and on February 2, 2026 from 3:30 p.m. to 5:00. The motion passed with 6 votes in favor and 0 against.

Police Chief Fank addressed the Council expressing concerns relating to the Finance Committee discussions on police vehicle usage. He shared information on related costs and wanted to ensure the Police Department was treated fairly. City Administrator Cziok responded that the goal would be to discuss the topic with the Finance Committee and that no one was prepared to discuss it at this time. Mayor Dingmann concurred and closed the topic for continued discussion.

E. APPOINTMENTS TO MAKE

Vacancies were noted on the following board and commissions:

1. Library Board
2. Heritage Preservation Commission
3. Litchfield Police Commission

City Administrator Cziok reported that the notices have been sent to incumbents and the openings have been posted and published. No formal action was taken.

IX. ADDITIONAL ITEMS – None.

X. ANNOUNCEMENTS –

A. NEXT COUNCIL MEETING –

The next Council meeting will be held on Tuesday, January 20, 2026 due to Martin Luther King Holiday.

B. WORK SESSION –

A League of Minnesota Cities Training Session was held before the council meeting on Monday, January 5, 2026 at 12:00 p.m. in the council chambers. Minutes of the work session are on file.

XI. ADJOURNMENT –

January 5, 2026

It was moved by Council Member Larson to adjourn the City Council meeting at 6:30 p.m. Motion Carried.

Attest:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

Approved:

\_\_\_\_\_  
MAYOR

2.

A workshop of the City Council of the City of Litchfield was held in the Council Chambers of City Hall on January 5, 2026, commencing at noon. Mayor Dingmann opened the workshop on decision making.

In attendance:

Mayor	Ron Dingmann	Present
Council Member-at-Large	Malinda Larson	Present
Council Member Ward I	Eric Mathwig	Present
Council Member Ward II	Darlene Kotelnicki	Present
Council Member Ward III	Betty Allen	Excused
Council Member Ward IV	John Carlson	Present
Council Member Ward V	Bob Powers	Present
City Administrator	Dave Cziok	Present
Assistant City Administrator	Joyce Spreiter	Present

## **I. INTRODUCTIONS/AGENDA OVERVIEW**

League of MN Cities Insurance Trust (LMCIT) representatives, Collaboration Service Manager Aimee Gourlay for LMCIT, LMCIT Deputy Director Jen Wolf, and Jim Prosser of Prosser Public Advisors, LLC were present to provide training for the workshop.

Aimee Gourley provided an overview of the agenda and reviewed the goals established at previous training sessions. No formal action was taken.

## **II. COUNCIL TEAMWORK – MAKING DECISIONS**

Aimee Gourlay inquired about Council top priorities to accomplish and if they were satisfied with the progress. Council Members shared projects that have been accomplished and are still work in progress including, but not limited to, the LARC, Civic Arena Improvements, housing, salt storage, Johnson Drive, additional low-income housing initiative through the HRA, exterior library improvements, G.A.R. Hall improvement initiatives, Airport initiatives, and the State Historic Building Grant relating to downtown historic building façade improvements.

Ms. Gourlay reviewed a decision tree for suggested Council actions. She discussed ensuring the City's procedures are clear and communicated. She recommended building in a timeline, feedback loops, communication and expectations for staff. Aimee Gourlay discussed how the Council will proceed with the new idea and how the public will be informed, advising the Council not to discuss the merits of a new idea at the same Council meeting in which it was raised. She recommended utilizing staff with their expertise in the process.

January 5, 2026

LMC Best Practices for committees was reviewed including committee documentation, next steps, and accountability. Jen Wolf provided guidance to the Council on concerns expressed with Council Members requesting more information sharing from the Personnel Committee and advised caution with confidential issues that are discussed. Jim Prosser discussed a balanced decision process for complex issues. No formal action was taken.

**III. ADJOURNMENT –**

The City Council work session adjourned at 2:30 p.m. by unanimous consent.

FINANCIAL REPORTS

## **ELECTRONIC AND WIRE TRANSFERS**

		Electronic
1/2/2026	1/02/26 P/R & P/R A/P	\$101,030.03
1/2/2026	Month End Transfer	\$1,449.68
1/6/2026	12/31/25 A/P	\$339,885.78
1/7/2026	1/06/26 A/P	\$313,088.12
1/9/2025	1/09/26 P/R	\$23,278.30
1/15/2026	12/31/25 A/P	\$62,052.98
1/15/2026	12/31/25 A/P	\$43,527.39
1/15/2026	1/13/26 A/P	\$96,429.50
1/15/2026	1/14/26 A/P	\$56,017.72
1/15/2026	1/16/26 P/R and P/R A/P	\$216,853.05
1/15/2026	1/16/26 P/R ACH A/P	\$74,638.71
		<hr/>
		\$1,328,251.26

\*KEY

A/P = Accounts Payable

P/R = Payroll

# CLAIMS

# Accounts Payable

## Voucher Approval Document

User: Abby.Lysdal@ci.litchfield.mn.us  
Printed: 01/15/2026 - 4:44PM  
Date Type:  
Voucher From & To:  
Date From & To:  
Batch: AP5 00034.12.2025



<b>Fund</b>	<b>Description</b>	<b>Amount</b>
100	General Fund	84,012.98
425	Airport Improvements	7,200.00
513	G.O. Bonds-2025A Sales Tax	475.00
523	Elec Util Rev Ref Bond - 2017A	475.00
602	Water Fund	7,325.75
604	Electric Fund	38,987.33
611	Civic Arena	136.37
612	LARC	1,751.83
614	Sewer	45,912.05
617	Surface Water	1,700.00
620	Liquor	85.00
623	Golf Course	74,228.94
626	Airport	265.00
629	Cemetery	9,201.27
701	Capital Equipment Revolving	106,457.15
814	Downtown/Heritage Preservation	285.00
<b>Report Total:</b>		<b>378,498.67</b>

# Accounts Payable

## Voucher Approval List

User: Abby.Lysdal@ci.litchfield.mn.us  
 Printed: 01/15/2026 - 4:44PM  
 Batch: AP5 00034.12.2025



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
101807	12/31/2025	Associated Finishing Incorporated	Plow Plate	100-4314-6220	175.00
<b>Warrant Total:</b>					<b>175.00</b>
101808	12/31/2025	Benson Laundry	Towels & Fuel Charge	100-4318-6220	33.34
<b>Warrant Total:</b>					<b>33.34</b>
101809	12/31/2025	Binsfeld Tire, Inc.	Balance Tires	100-4522-6220	71.25
101809	12/31/2025	Binsfeld Tire, Inc.	Tire Repair	100-4522-6220	74.10
<b>Warrant Total:</b>					<b>145.35</b>
101810	12/31/2025	Bolton & Menk, Inc.	T-Hangar Construction	425-4987-6300	7,200.00
<b>Warrant Total:</b>					<b>7,200.00</b>
101811	12/31/2025	Border States Electric Supply	Sleeves for stock	604-4961-6220	95.00
101811	12/31/2025	Border States Electric Supply	Splicers	604-4961-6213	7.49
101811	12/31/2025	Border States Electric Supply	Splices for stock	604-4961-6220	606.00
101811	12/31/2025	Border States Electric Supply	Splice covers for stock	604-4961-6220	684.10
101811	12/31/2025	Border States Electric Supply	Line Dept tools	604-4961-6213	170.30
<b>Warrant Total:</b>					<b>1,562.89</b>
101812	12/31/2025	Bradley Security & Electric, LLC.	Jacket Water Heater Repair	604-4960-6220	584.00
<b>Warrant Total:</b>					<b>584.00</b>
101813	12/31/2025	Chamberlain Oil Company, Inc.	Shop Supplies	100-4318-6220	263.70
<b>Warrant Total:</b>					<b>263.70</b>
101814	12/31/2025	Cherryroad Media, Inc	Advertising	620-4976-6430	85.00
101814	12/31/2025	Cherryroad Media, Inc	Advertising	623-4983-6340	135.00
<b>Warrant Total:</b>					<b>220.00</b>
101815	12/31/2025	Cintas	Mats, Towels & Supplies	100-4522-6400	216.26

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
101815	12/31/2025	Cintas	Mats, Towels & Supplies	611-4985-6400	35.40
101815	12/31/2025	Cintas	Mats, Towels & Supplies	612-4985-6400	126.83
101815	12/31/2025	Cintas	Towels & Supplies	100-4550-6400	46.00
101815	12/31/2025	Cintas	Mats	614-4947-6426	41.00
<b>Warrant Total:</b>					<b>465.49</b>
101816	12/31/2025	Creative Product Sourcing, Inc	DARE Supplies	100-4210-6430	380.00
<b>Warrant Total:</b>					<b>380.00</b>
101817	12/31/2025	Davis Motors, Inc.	Towing Charges	100-4210-6436	920.00
101817	12/31/2025	Davis Motors, Inc.	Key Fob Battery	604-4961-6220	5.99
<b>Warrant Total:</b>					<b>925.99</b>
101818	12/31/2025	Dooley's Petroleum	#2 Red w/winter add	100-4312-6212	1,532.53
101818	12/31/2025	Dooley's Petroleum	87 Oxy	100-4312-6212	1,308.62
<b>Warrant Total:</b>					<b>2,841.15</b>
101819	12/31/2025	DTN Corporation	Weather Hub Subscription	100-4522-6430	1,625.00
101819	12/31/2025	DTN Corporation	Weather Hub Subscription	623-4983-6430	1,625.00
101819	12/31/2025	DTN Corporation	Weather Hub Subscription	100-4312-6430	1,625.00
101819	12/31/2025	DTN Corporation	Weather Hub Subscription	612-4985-6430	1,625.00
<b>Warrant Total:</b>					<b>6,500.00</b>
101820	12/31/2025	Ehlers	Electric Utility Revenue Refunding Bonds, Series 2017A	523-4801-6620	475.00
101820	12/31/2025	Ehlers	General Obligation Bonds, Series 2025A	513-4801-6620	475.00
<b>Warrant Total:</b>					<b>950.00</b>
101821	12/31/2025	Farm-Rite Equipment, Inc.	2026 T66 Bobcat	701-4934-6539	57,950.00
<b>Warrant Total:</b>					<b>57,950.00</b>
101822	12/31/2025	Flexible Pipe Tools & Equipment	Parts for Jet Truck	614-4947-6220	423.00
<b>Warrant Total:</b>					<b>423.00</b>
101823	12/31/2025	Fortun Portable Welding, Inc	Materials for Plow Truck at Airport	626-4953-6220	265.00
<b>Warrant Total:</b>					<b>265.00</b>
101824	12/31/2025	Gopher State One-Call, Inc.	16 Tickets @ \$1.35. 1 cancelled ticket	100-4926-6456	20.25

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
<b>Warrant Total:</b>					<b>20.25</b>
101825	12/31/2025	Haug Implement Co.	Bagger, 1025R Tractor, Snow Blower, Broom & Deck	701-4934-6557	39,650.00
<b>Warrant Total:</b>					<b>39,650.00</b>
101826	12/31/2025	Hawkins Water Treatment Group	Chemicals - Water	602-4960-6210	5,641.30
<b>Warrant Total:</b>					<b>5,641.30</b>
101827	12/31/2025	Heartland Security Services	Initial Account Services - GAR Hall	100-4517-6400	6,349.00
101827	12/31/2025	Heartland Security Services	Recurring Service Charge - 02.01.26 - 04.30.26	100-4517-6400	158.85
<b>Warrant Total:</b>					<b>6,507.85</b>
101828	12/31/2025	Heritage Landscape Supply	Chemicals	623-4983-6220	18,717.91
101828	12/31/2025	Heritage Landscape Supply	Chemicals	623-4983-6220	20,186.18
101828	12/31/2025	Heritage Landscape Supply	Chemicals	623-4983-6220	24,434.66
101828	12/31/2025	Heritage Landscape Supply	Chemicals	623-4983-6220	2,180.14
101828	12/31/2025	Heritage Landscape Supply	Chemicals	623-4983-6220	711.36
101828	12/31/2025	Heritage Landscape Supply	Chemicals	623-4983-6220	5,270.82
<b>Warrant Total:</b>					<b>71,501.07</b>
101829	12/31/2025	HWY 12 Food Mart	Fuel	629-4956-6212	38.38
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	102.12
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	345.04
101829	12/31/2025	HWY 12 Food Mart	Fuel	629-4956-6212	361.91
101829	12/31/2025	HWY 12 Food Mart	Fuel	623-4983-6212	26.48
101829	12/31/2025	HWY 12 Food Mart	Fuel for Chainsaws	100-4312-6212	140.00
101829	12/31/2025	HWY 12 Food Mart	Fuel for Pressure Washer	100-4312-6212	45.58
101829	12/31/2025	HWY 12 Food Mart	Fuel for Pressure Washer	100-4312-6212	45.37
101829	12/31/2025	HWY 12 Food Mart	Unleaded Fuel	100-4210-6212	47.01
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	331.16
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	623-4983-6212	347.27
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	100-4312-6212	342.20
101829	12/31/2025	HWY 12 Food Mart	Kerosene	629-4956-6212	25.82
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	200.98
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	203.26
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	156.40
101829	12/31/2025	HWY 12 Food Mart	Kerosene	100-4312-6212	44.47
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	100-4312-6212	175.75

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	99.70
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	212.46
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	100-4312-6212	237.77
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	100-4312-6212	337.73
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	345.40
101829	12/31/2025	HWY 12 Food Mart	Fuel	100-4210-6212	49.81
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel for ATV	100-4250-6212	10.14
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	251.24
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	139.71
101829	12/31/2025	HWY 12 Food Mart	Kerosene	100-4312-6212	45.49
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	185.72
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	280.55
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	319.81
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	128.22
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	623-4983-6212	230.12
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	100-4312-6212	275.26
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	165.48
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	100-4312-6212	236.91
101829	12/31/2025	HWY 12 Food Mart	Kerosene	629-4956-6212	23.38
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	100-4312-6212	229.75
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	292.55
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	623-4983-6212	364.00
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	364.26
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	270.70
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	347.03
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	338.05
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	251.00
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	100-4312-6212	288.00
101829	12/31/2025	HWY 12 Food Mart	Kerosene	100-4312-6212	41.58
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	170.45
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	346.92
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	266.59
101829	12/31/2025	HWY 12 Food Mart	Fuel for Pressure Washer	100-4312-6212	43.89
101829	12/31/2025	HWY 12 Food Mart	Kerosene	629-4956-6212	45.00
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	198.21
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	254.49
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	141.73
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	173.30
101829	12/31/2025	HWY 12 Food Mart	Unleaded Fuel	100-4312-6212	23.80

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	350.00
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	225.98
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	311.71
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	222.13
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	100-4312-6212	325.71
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	307.67
101829	12/31/2025	HWY 12 Food Mart	Premium Non Oxy Fuel	629-4956-6212	134.43
101829	12/31/2025	HWY 12 Food Mart	Premium Oxy Fuel	629-4956-6212	248.41
<b>Warrant Total:</b>					<b>13,131.44</b>
101830	12/31/2025	Irby Tool & Safety	Crimping Dies	604-4961-6220	203.63
<b>Warrant Total:</b>					<b>203.63</b>
101831	12/31/2025	John Deere Financial	JD Broom Parts	100-4522-6220	2,051.37
101831	12/31/2025	John Deere Financial	Bolts	100-4312-6220	14.42
101831	12/31/2025	John Deere Financial	Fan, Pin & Spring	100-4312-6220	119.05
101831	12/31/2025	John Deere Financial	Radiator	100-4312-6220	518.77
101831	12/31/2025	John Deere Financial	Snap Ring	604-4960-6220	15.34
101831	12/31/2025	John Deere Financial	Spray Paint	614-4947-6220	13.84
101831	12/31/2025	John Deere Financial	V-Belt	629-4956-6220	17.63
101831	12/31/2025	John Deere Financial	Keys	100-4312-6220	11.28
101831	12/31/2025	John Deere Financial	Keys	100-4312-6220	9.84
<b>Warrant Total:</b>					<b>2,771.54</b>
101832	12/31/2025	Litchfield Building Center	Caulk	629-4956-6220	6.29
101832	12/31/2025	Litchfield Building Center	Pruning Blade	100-4312-6220	21.99
<b>Warrant Total:</b>					<b>28.28</b>
101833	12/31/2025	Marco	Contract Payment 12.20.25 - 1.20.26	100-4157-6413	631.67
101833	12/31/2025	Marco	Tariff & Supply Freight Charge	100-4157-6220	48.00
<b>Warrant Total:</b>					<b>679.67</b>
101834	12/31/2025	McMaster-Carr Supply Co.	Pump Seal Gaskets	604-4960-6220	340.23
101834	12/31/2025	McMaster-Carr Supply Co.	Pump Seal Gaskets	604-4960-6220	199.40
101834	12/31/2025	McMaster-Carr Supply Co.	Heater Element	604-4960-6220	444.93
<b>Warrant Total:</b>					<b>984.56</b>
101835	12/31/2025	Meeker County	Plan Review Billing - 8.14.25 - 12.12.25	100-4241-6300	8,098.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
101835	12/31/2025	Meeker County	Permit Inspection Billing - 7.21.25 - 12.18.25	100-4241-6300	3,340.00
<b>Warrant Total:</b>					<b>11,438.00</b>
101836	12/31/2025	Metering & Technology Solutions	Electric Meters for Ripley Resort & 514 N Sibley Ave	701-4934-6573	8,857.15
101836	12/31/2025	Metering & Technology Solutions	Water Registers	602-4961-6220	477.25
<b>Warrant Total:</b>					<b>9,334.40</b>
101837	12/31/2025	Mid-Minnesota Concrete	Watermain Fix at LARC	602-4961-6400	782.00
<b>Warrant Total:</b>					<b>782.00</b>
101838	12/31/2025	Mid-Minnesota Electric, LLC	Conversion to Underground at 601 South Geinitz Ave	604-4961-6400	205.67
101838	12/31/2025	Mid-Minnesota Electric, LLC	Service Call for 302 N Gorman	604-4961-6400	115.00
<b>Warrant Total:</b>					<b>320.67</b>
101839	12/31/2025	Miller Automotive LLC	Repairs to 2016 Dodge Durango Special Service	100-4210-6402	4,783.18
101839	12/31/2025	Miller Automotive LLC	Repairs to 2016 Dodge Durango Special Service	100-4210-6402	1,525.18
101839	12/31/2025	Miller Automotive LLC	Repairs to 2020 Dodge Durango	100-4210-6402	1,580.93
<b>Warrant Total:</b>					<b>7,889.29</b>
101840	12/31/2025	MVTL Laboratories, Inc.	Labs	614-4947-6300	189.56
101840	12/31/2025	MVTL Laboratories, Inc.	Labs	614-4947-6300	493.80
101840	12/31/2025	MVTL Laboratories, Inc.	Labs	614-4947-6300	58.65
101840	12/31/2025	MVTL Laboratories, Inc.	Labs	614-4947-6300	493.80
101840	12/31/2025	MVTL Laboratories, Inc.	Labs	614-4947-6300	234.96
<b>Warrant Total:</b>					<b>1,470.77</b>
101841	12/31/2025	NCL Of Wisconsin, Inc.	Lab Supplies	614-4947-6218	177.11
<b>Warrant Total:</b>					<b>177.11</b>
101842	12/31/2025	New History, Inc.	Litchfield Grant Program	814-4752-6300	285.00
<b>Warrant Total:</b>					<b>285.00</b>
101843	12/31/2025	North Central International, LLC	Exterior Door Handle	100-4312-6220	27.58
<b>Warrant Total:</b>					<b>27.58</b>
101844	12/31/2025	Northern Consulting Actuaries, Inc.	Completion of the FYE2025 GASB 67/68 valuation report	100-4220-6300	2,600.00
<b>Warrant Total:</b>					<b>2,600.00</b>

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
101845	12/31/2025	Oxygen Service Company	Tank Lease	100-4318-6220	86.34
<b>Warrant Total:</b>					<b>86.34</b>
101846	12/31/2025	Parts City Auto Parts	Battery	614-4947-6220	167.06
<b>Warrant Total:</b>					<b>167.06</b>
101847	12/31/2025	PVS Technologies, Inc.	Ferric	614-4947-6216	11,455.86
101847	12/31/2025	PVS Technologies, Inc.	Ferric	614-4947-6216	11,515.14
101847	12/31/2025	PVS Technologies, Inc.	Ferric	614-4947-6216	11,134.76
<b>Warrant Total:</b>					<b>34,105.76</b>
101848	12/31/2025	Ron's Excavating Service, Inc	Excavation Services to clean ditch & load trucks on West Ripley	617-4945-6300	1,700.00
<b>Warrant Total:</b>					<b>1,700.00</b>
101849	12/31/2025	Running's Supply, Inc.	Shovels	611-4985-6220	100.97
101849	12/31/2025	Running's Supply, Inc.	Couplers	100-4312-6220	165.96
<b>Warrant Total:</b>					<b>266.93</b>
101850	12/31/2025	SCR Inc	Ice Machine Cleaning	100-4220-6400	1,641.00
<b>Warrant Total:</b>					<b>1,641.00</b>
101851	12/31/2025	Springbrook Holding Company LLC	CivicPay Online Subscription	614-4948-6431	1,980.00
101851	12/31/2025	Springbrook Holding Company LLC	Utility Billing Subscription	604-4962-6400	13,126.81
101851	12/31/2025	Springbrook Holding Company LLC	Cloud Database Backup	100-4157-6400	1,760.89
101851	12/31/2025	Springbrook Holding Company LLC	Cash Receipts Subscription	604-4962-6431	4,414.27
101851	12/31/2025	Springbrook Holding Company LLC	Finance Suite Subscription	100-4157-6400	12,365.26
101851	12/31/2025	Springbrook Holding Company LLC	Payroll Subscription	100-4157-6400	7,466.23
101851	12/31/2025	Springbrook Holding Company LLC	CivicPay Transaction Fee	604-4962-6431	277.66
101851	12/31/2025	Springbrook Holding Company LLC	CivicPay Transaction Fee	614-4948-6431	277.67
101851	12/31/2025	Springbrook Holding Company LLC	CivicPay Transaction Fee	602-4962-6431	277.67
<b>Warrant Total:</b>					<b>41,946.46</b>
101852	12/31/2025	Target Pest Control	Pest Control	100-4312-6300	365.00
<b>Warrant Total:</b>					<b>365.00</b>
101853	12/31/2025	Thomson Reuters - West	Online Software Subscription	100-4210-6433	370.71
<b>Warrant Total:</b>					<b>370.71</b>

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
101854	12/31/2025	ULINE	5 & 2 gallon pails	100-4312-6220	560.58
<b>Warrant Total:</b>					<b>560.58</b>
101855	12/31/2025	Univar Usa Inc.	Caustic Soda	614-4947-6216	1,307.51
<b>Warrant Total:</b>					<b>1,307.51</b>
101856	12/31/2025	UPS	MDH Water Test Shipping	602-4961-6430	147.53
101856	12/31/2025	UPS	Weekly Shipping Charge	100-4157-6322	114.02
101856	12/31/2025	UPS	Shipping Charges for Electric Meters	604-4960-6322	135.77
<b>Warrant Total:</b>					<b>397.32</b>
101857	12/31/2025	Vesco, Inc.	Actuator Filter Building Supplies	614-4947-6220	4,333.95
101857	12/31/2025	Vesco, Inc.	Pump Heads	614-4947-6220	1,614.38
<b>Warrant Total:</b>					<b>5,948.33</b>
101858	12/31/2025	Vision Metering LLC	EndSight Monthly Fee	604-4961-6400	500.00
<b>Warrant Total:</b>					<b>500.00</b>
101859	12/31/2025	Willmar Crane Service, LLC	Set up crane & transformer at shop and move to WW Plant	604-4961-6400	684.00
<b>Warrant Total:</b>					<b>684.00</b>
101860	12/31/2025	Wood & Rue, PLLP	December Criminal Miscellaneous	100-4161-6308	11,154.61
101860	12/31/2025	Wood & Rue, PLLP	December Civil Miscellaneous	100-4161-6304	256.00
<b>Warrant Total:</b>					<b>11,410.61</b>
101861	12/31/2025	WSB & Associates, Inc.	2025 General Planning Services 11.01.25 - 11.30.25	100-4191-6300	4,540.00
<b>Warrant Total:</b>					<b>4,540.00</b>
101862	12/31/2025	Ziegler Inc.	Transformer Pressure Relief & gasket repair	604-4960-6400	16,171.74
<b>Warrant Total:</b>					<b>16,171.74</b>
<b>Report Total:</b>					<b>378,498.67</b>

# Accounts Payable

## Voucher Approval Document

User: Abby.Lysdal@ci.litchfield.mn.us  
Printed: 01/15/2026 - 5:08PM  
Date Type:  
Voucher From & To:  
Date From & To:  
Batch: AP5 00020.01.2026



<b>Fund</b>	<b>Description</b>	<b>Amount</b>
100	General Fund	28,168.46
602	Water Fund	3,904.64
604	Electric Fund	32,931.56
611	Civic Arena	748.52
612	LARC	3,721.87
614	Sewer	17,402.32
617	Surface Water	960.00
620	Liquor	99.40
623	Golf Course	7,337.72
701	Capital Equipment Revolving	5,052.83
<b>Report Total:</b>		<b>100,327.32</b>

# Accounts Payable

## Voucher Approval List

User: Abby.Lysdal@ci.litchfield.mn.us  
 Printed: 01/15/2026 - 5:08PM  
 Batch: AP5 00020.01.2026



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
101863	1/20/2026	Amazon Capital Services	Chair Caddies	612-4985-6210	512.18
101863	1/20/2026	Amazon Capital Services	Window Scrubbers	612-4985-6220	49.63
101863	1/20/2026	Amazon Capital Services	Projector Screen	611-4985-6210	263.49
101863	1/20/2026	Amazon Capital Services	Charging Cord	612-4985-6200	7.49
101863	1/20/2026	Amazon Capital Services	Thermal Receipt Paper	620-4976-6200	28.68
101863	1/20/2026	Amazon Capital Services	Folding Chairs & Shipping Charge	612-4985-6210	2,749.62
101863	1/20/2026	Amazon Capital Services	Laminating Pouches	612-4985-6200	5.70
101863	1/20/2026	Amazon Capital Services	Pickleball Paddles	612-4985-6210	155.20
101863	1/20/2026	Amazon Capital Services	Pickleball Paddle Grips	612-4985-6210	23.44
101863	1/20/2026	Amazon Capital Services	Binders	612-4985-6200	13.86
101863	1/20/2026	Amazon Capital Services	Binder Dividers	612-4985-6200	6.64
101863	1/20/2026	Amazon Capital Services	Water Filters	611-4985-6220	104.99
101863	1/20/2026	Amazon Capital Services	Copy Paper	612-4985-6200	17.68
101863	1/20/2026	Amazon Capital Services	Pickleball Balls	612-4985-6210	13.02
101863	1/20/2026	Amazon Capital Services	Pickleball Balls	612-4985-6210	19.94
101863	1/20/2026	Amazon Capital Services	Batteries	100-4522-6220	105.00
101863	1/20/2026	Amazon Capital Services	Fan Mount	612-4985-6210	66.90
101863	1/20/2026	Amazon Capital Services	Dustpan & Broom Set	612-4985-6220	25.99
101863	1/20/2026	Amazon Capital Services	Mop Pad	612-4985-6220	6.93
101863	1/20/2026	Amazon Capital Services	Printer Paper	620-4976-6200	46.99
101863	1/20/2026	Amazon Capital Services	Laminating Pouches	612-4985-6200	17.34
101863	1/20/2026	Amazon Capital Services	Packing Tape	620-4976-6200	10.84
101863	1/20/2026	Amazon Capital Services	Footballs	612-4985-6210	35.98
101863	1/20/2026	Amazon Capital Services	Footballs	612-4985-6210	39.98
101863	1/20/2026	Amazon Capital Services	Garbage Containers for Restrooms	611-4985-6220	73.72
101863	1/20/2026	Amazon Capital Services	Bucket	612-4985-6220	49.92
101863	1/20/2026	Amazon Capital Services	First Aid Kits	612-4985-6210	7.10
101863	1/20/2026	Amazon Capital Services	Sign Holder	612-4985-6210	35.49
101863	1/20/2026	Amazon Capital Services	Rubber Bands	612-4985-6200	7.99
101863	1/20/2026	Amazon Capital Services	Laminating Pouches	612-4985-6200	6.10
101863	1/20/2026	Amazon Capital Services	Promotions & Discounts	612-4985-6210	-279.08

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
<b>Warrant Total:</b>					<b>4,228.75</b>
101864	1/20/2026	Border States Electric Supply	Light fixtures for north/south sibley street light project	604-4961-6219	32,789.25
<b>Warrant Total:</b>					<b>32,789.25</b>
101865	1/20/2026	C.C. Day Filtration & Separation	Filters	614-4947-6220	1,238.00
<b>Warrant Total:</b>					<b>1,238.00</b>
101866	1/20/2026	Cintas	Mats, Towels & Supplies	100-4522-6400	216.26
101866	1/20/2026	Cintas	Mats & Towels	611-4985-6400	35.40
101866	1/20/2026	Cintas	Mats, Towels & Supplies	612-4985-6400	126.83
101866	1/20/2026	Cintas	Towels & Supplies	100-4550-6400	16.00
101866	1/20/2026	Cintas	Mats & Towels	614-4947-6426	67.30
<b>Warrant Total:</b>					<b>461.79</b>
101867	1/20/2026	Dooley's Petroleum	#2 Red w/winter add	100-4312-6212	1,849.66
101867	1/20/2026	Dooley's Petroleum	87 Oxy	100-4312-6212	596.12
<b>Warrant Total:</b>					<b>2,445.78</b>
101868	1/20/2026	Finken's Water Centers	Water	614-4947-6220	18.45
101868	1/20/2026	Finken's Water Centers	Water	604-4961-6220	23.70
101868	1/20/2026	Finken's Water Centers	Hot & Cold Cooler Rental	100-4312-6400	9.95
101868	1/20/2026	Finken's Water Centers	Cooler Rental	623-4983-6220	8.00
101868	1/20/2026	Finken's Water Centers	Cooler Rental	604-4961-6220	8.00
101868	1/20/2026	Finken's Water Centers	Cooler Rental	623-4983-6220	8.00
101868	1/20/2026	Finken's Water Centers	Hot & Cold Cooler Rental	614-4947-6220	9.50
101868	1/20/2026	Finken's Water Centers	Cooler Rental	100-4194-6223	5.00
101868	1/20/2026	Finken's Water Centers	Hot & Cold Cooler Rental	620-4976-6210	12.89
<b>Warrant Total:</b>					<b>103.49</b>
101869	1/20/2026	foreUP Golf Software	Software Service - 01.01.26 - 01.31.26	623-4983-6400	615.53
<b>Warrant Total:</b>					<b>615.53</b>
101870	1/20/2026	Fortun Services, LLC	Wheel Loader work at Compost Site	100-4319-6400	825.00
<b>Warrant Total:</b>					<b>825.00</b>
101871	1/20/2026	Galls LLC	Pants - B. Welker	100-4210-6217	294.99

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
<b>Warrant Total:</b>					<b>294.99</b>
101872	1/20/2026	Grainger, Inc.	Cable for Sewer Camera	614-4947-6220	10.57
<b>Warrant Total:</b>					<b>10.57</b>
101873	1/20/2026	Hach Company	pH Sensor	614-4947-6220	3,334.10
<b>Warrant Total:</b>					<b>3,334.10</b>
101874	1/20/2026	Hawkins Water Treatment Group	Chemicals	614-4947-6216	4,762.80
101874	1/20/2026	Hawkins Water Treatment Group	Chlorine	614-4947-6216	1,583.00
<b>Warrant Total:</b>					<b>6,345.80</b>
101875	1/20/2026	Heritage Landscape Supply	Chemicals	623-4983-6220	5,995.82
101875	1/20/2026	Heritage Landscape Supply	Turf Seed	623-4983-6220	710.37
<b>Warrant Total:</b>					<b>6,706.19</b>
101876	1/20/2026	League Of Minnesota Cities	MN Cities Stormwater Coalition Contributions	617-4945-6430	960.00
101876	1/20/2026	League Of Minnesota Cities	Membership Dues - 01.01.26 - 12.31.26	100-4926-6433	8,489.00
<b>Warrant Total:</b>					<b>9,449.00</b>
101877	1/20/2026	Litchfield Hardware	Supplies	100-4312-6220	11.99
<b>Warrant Total:</b>					<b>11.99</b>
101878	1/20/2026	Little Falls Machine Inc.	6" sheave with bushing	100-4312-6220	174.98
<b>Warrant Total:</b>					<b>174.98</b>
101879	1/20/2026	Meeker County Assessor	4th Quarter Assesment Service - October-December 2025	100-4155-6300	14,541.00
<b>Warrant Total:</b>					<b>14,541.00</b>
101880	1/20/2026	Metering & Technology Solutions	Water Meter Registers	701-4934-6574	1,194.67
101880	1/20/2026	Metering & Technology Solutions	Water Meter Registers	701-4934-6574	3,474.12
101880	1/20/2026	Metering & Technology Solutions	Water Meter Registers	701-4934-6574	384.04
<b>Warrant Total:</b>					<b>5,052.83</b>
101881	1/20/2026	MN Dept of Natural Resources	MNDNR Permitting & Reporting System - 2026 Permit	602-4961-6430	3,904.64
<b>Warrant Total:</b>					<b>3,904.64</b>
101882	1/20/2026	Monroe Towmaster, LLC	Chain	100-4312-6220	118.40

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
<b>Warrant Total:</b>					<b>118.40</b>
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	214.56
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	189.56
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	550.32
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	550.32
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	493.80
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	234.96
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	209.96
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	214.56
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	189.56
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	620.10
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	550.32
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	493.80
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	214.56
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	189.56
101883	1/20/2026	MVTL Laboratories, Inc.	Labs	614-4947-6300	66.00
<b>Warrant Total:</b>					<b>4,981.94</b>
101884	1/20/2026	Parts City Auto Parts	DEF & Motor Treat	614-4947-6402	28.55
101884	1/20/2026	Parts City Auto Parts	Parts & Supplies	100-4312-6220	84.51
101884	1/20/2026	Parts City Auto Parts	Mirror Switch for truck #12	604-4961-6220	35.65
101884	1/20/2026	Parts City Auto Parts	Oil	100-4522-6220	89.98
101884	1/20/2026	Parts City Auto Parts	Parts	100-4210-6402	19.99
101884	1/20/2026	Parts City Auto Parts	Blade	100-4312-6220	6.99
<b>Warrant Total:</b>					<b>265.67</b>
101885	1/20/2026	Running's Supply, Inc.	Tools for line department	604-4961-6213	74.96
101885	1/20/2026	Running's Supply, Inc.	Battery, Tools, Filters & Supplies	611-4985-6220	270.92
101885	1/20/2026	Running's Supply, Inc.	Wire & Nuts	100-4318-6220	12.96
101885	1/20/2026	Running's Supply, Inc.	Oil pan, Oil & Filter Wrench	100-4522-6220	42.27
<b>Warrant Total:</b>					<b>401.11</b>
101886	1/20/2026	Summit Fire Protection	Annual Sprinkler Inspection	614-4947-6400	493.00
<b>Warrant Total:</b>					<b>493.00</b>
101887	1/20/2026	Terminal Supply Co	Shop Supplies	100-4318-6220	287.70

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
					<b>Warrant Total:</b> 287.70
101888	1/20/2026	Thomson Reuters - West	Online Software Subscription	100-4210-6433	370.71
					<b>Warrant Total:</b> 370.71
101889	1/20/2026	Vesco, Inc.	Pump Hose	614-4947-6220	875.11
					<b>Warrant Total:</b> 875.11
					<b>Report Total:</b> 100,327.32

OTHER PAYMENTS

ORDINANCES  
SECOND READINGS

# LICENSES

1.

**CITY OF LITCHFIELD**

**RESOLUTION NO. 26-1-12  
LAWFUL GAMBLING PERMIT FOR  
AN EXEMPT ORGANIZATION  
LITCHFIELD RESCUE SQUAD AUXILIARY, INC.**

**WHEREAS**, an application for a lawful gambling license exemption was considered from the Litchfield Rescue Squad Auxiliary, Inc.,

**NOW, THEREFORE, BE IT RESOLVED** to approve the application for an Exemption from a Lawful Gambling license for Litchfield Rescue Squad Auxiliary, Inc. on January 12, 2026 at Litchfield Rescue Hall, 227 N. Ramsey Ave., Litchfield, and to direct submittal of a copy of this resolution with their application to the State Gambling Control Division.

Adopted by the City Council this 20<sup>th</sup> day of January, 2026.

Attest:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

Approved:

\_\_\_\_\_  
MAYOR

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
• conducts lawful gambling on five or fewer days, and
• awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Litchfield Rescue Squad Auxiliary, INC
Previous Gambling Permit Number: X- 03775
Minnesota Tax ID Number, if any:
Federal Employer ID Number (FEIN), if any: 36-1222074
Mailing Address: 126 North Sibley Ave
City: Litchfield State: MN Zip: 55355 County: Meeker
Name of Chief Executive Officer (CEO): Nora Stanley
CEO Daytime Phone: 320-979-4888 CEO Email: rescue.chief@ci.litchfield.mn.us
Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
[ ] Fraternal [ ] Religious [ ] Veterans [x] Other Nonprofit Organization

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

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
[x] A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100 St. Paul, MN 55103
Secretary of State website, phone numbers: www.sos.state.mn.us 651-296-2803, or toll free 1-877-551-6767
[ ] IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
[ ] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Litchfield Rescue Hall
Physical Address (do not use P.O. box): 227 N Ramsey Ave
Check one:
[x] City: Litchfield Zip: 55355 County: Meeker
[ ] Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): 01/12/2026
Check each type of gambling activity that your organization will conduct:
[ ] Bingo [ ] Paddlewheels [ ] Pull-Tabs [ ] Tipboards [x] Raffle

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

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

<p style="text-align: center;"><b>CITY APPROVAL for a gambling premises located within city limits</b></p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>City of Litchfield</u></p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL for a gambling premises located in a township</b></p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

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

Chief Executive Officer's Signature: \_\_\_\_\_ Date: 11/26/2024  
(Signature must be CEO's signature; designee may not sign)

Print Name: Nora Stanley

<b>REQUIREMENTS</b>	<b>MAIL APPLICATION AND ATTACHMENTS</b>
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<p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days; or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>Mail application with:</b></p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.

<p align="center"><b>How You May Spend Gambling Funds</b></p>	<p align="center"><b>How You May Not Spend Gambling Funds</b></p>
<p><b>Allowable expenses</b> - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> <li>• gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games);</li> <li>• advertising;</li> <li>• printing raffle tickets; or</li> <li>• any services or goods that are directly related to the conduct of your gambling.</li> </ul> <p><b>Charitable contributions</b> - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> <li>• to or by 501(c)(3) organization and 501(c)(4) festival organizations;</li> <li>• relieving the effects of poverty, homelessness, or disability;</li> <li>• problem gambling programs approved by the Minnesota Department of Human Services;</li> <li>• public or private nonprofit school;</li> <li>• scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships);</li> <li>• church;</li> <li>• recognition of military service (open to public) or active military personnel in need;</li> <li>• activities and facilities benefiting youth under age 21;</li> <li>• citizen monitoring of surface water quality, with data submitted to Minnesota PCA;</li> <li>• unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed);</li> <li>• wildlife management projects or activities that benefit the public-at-large, with DNR approval;</li> <li>• grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval;</li> <li>• supplies and materials for DNR training and educational programs;</li> <li>• nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled;</li> <li>• community arts organizations or programs;</li> <li>• humanitarian service recognizing volunteerism or philanthropy; and</li> <li>• acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).</li> </ul>	<ol style="list-style-type: none"> <li>1. <b>Controlled contribution</b> - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund.</li> <li>2. <b>Financial gain</b> - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure.</li> <li>3. <b>Government</b> - An expenditure may not be made for: <ul style="list-style-type: none"> <li>• influencing the nomination or election of a candidate for public office;</li> <li>• promoting or defeating a ballot question; or</li> <li>• any activity intended to influence an election or a governmental decision-making process.</li> </ul> </li> <li>4. <b>Law enforcement</b> - A direct contribution may not be made to a law enforcement or prosecutorial agency.</li> <li>5. <b>Pension</b> - A contribution may not be made to a government pension or retirement fund, such as a fire relief association.</li> <li>6. <b>Conflict of interest</b> - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255.</li> <li>7. <b>Alcohol</b> - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages.</li> <li>8. <b>Fundraising</b> - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund.</li> <li>9. <b>Other organizations</b> - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization.</li> <li>10. <b>Other contributions</b> - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.</li> </ol>

**BINGO AND RAFFLE – Checklist for Excluded/Exempt Permits**

The purpose of this form is to help your organization conduct excluded/exempt gambling in compliance with the requirements listed below. Exempt and Excluded activities cannot be conducted in the same calendar year. The five forms of lawful gambling are bingo, paddlewheels, pull-tabs, raffles and tipboards. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the [Lawful Gambling Manual](#); 3) the online class, "[Conduct of Raffles](#)"; and 4) the [phone number and email address](#) of your county's Licensing (license, permits and leases) and Compliance (conduct and reporting) Specialists.

Check Box	<b>RAFFLES</b>
	1. Tickets are printed in accordance with MN Rule <a href="#">7861.0310</a> .
	2. Tickets contain the sequential number of the raffle ticket. Theatre style tickets may be used. ( <a href="#">349.173</a> )
	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. ( <a href="#">349.173</a> )
	4. The organization must pay in full or otherwise become the owner of all prizes prior to the raffle drawing, except for raffles with gross receipts of \$60 or less. ( <a href="#">7861.0260</a> )
	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. ( <a href="#">7861.0260</a> )
	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. ( <a href="#">7861.0260</a> )
	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. ( <a href="#">349.166</a> )
	8. Cash must not be substituted for merchandise prizes that have been won. ( <a href="#">7861.0260 Subp. 4C(2)</a> )
	9. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. ( <a href="#">340A.707</a> )
	10. Only cash, personal checks, cashier's checks, money orders, travelers' checks, and debit cards may be accepted for the purchase of tickets (NO CREDIT CARDS – NO INTERNET SALES). ( <a href="#">349.2127</a> ) ( <a href="#">7861.0260</a> )
	11. The method of winner selection cannot be manipulated or based on the outcome of an event not under the organization's control. ( <a href="#">349.173</a> )
	12. Persons are not required to be present at a raffle drawing to be eligible to win. ( <a href="#">349.173</a> ) ( <a href="#">7861.0310</a> )
	13. Raffle tickets are not sold to or won by persons under age 18. ( <a href="#">349.181</a> ) ( <a href="#">7861.0310</a> )
	14. Purchasers are not required to buy anything other than the ticket. ( <a href="#">349.173</a> ) ( <a href="#">7861.0310</a> )
	15. Clear and legible house rules in accordance with MN Rule <a href="#">7861.0310</a> are prominently posted at the point of winner selection.
	16. An exempt permit financial report ( <a href="#">LG220A</a> ) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. ( <a href="#">349.166</a> )
<b>BINGO</b>	
	1. Clear and legible house rules in accordance with MN Rule <a href="#">7861.0270</a> are prominently posted at the point of winner selection.
	2. House rules include the policy on declaring bingo and last number called. ( <a href="#">7861.0270 Subp. 2A(1)</a> )
	3. House rules include the reasons for potentially cancelling bingo occasions. ( <a href="#">7861.0270 Subp. 2A(1)</a> )
	4. All sales must be on a cash basis and take place at the permitted premises during or immediately prior to the bingo occasion. (NO CREDIT CARDS – NO INTERNET SALES) ( <a href="#">7861.0270 Subp. 5B(1)</a> )
	5. Bingo paper must not be offered for free or discounted unless the price is reduced with a coupon. ( <a href="#">7861.0270 Subp. 5B(7)</a> )
	6. Bingo balls must be available for inspection by at least one player before the occasion begins to determine that all are present and in operating condition. ( <a href="#">7861.0270 Subp. 3A</a> )
	7. No reservation of bingo cards or bingo paper for any person ( <a href="#">7861.0270 Subp. 3F</a> )
	8. Bingo records (including bingo program) must be kept for 3½ years. ( <a href="#">7861.0270 Subp. 11</a> )
<b>BINGO AND RAFFLES</b>	
	1. Gambling records must be kept for 3½ years. ( <a href="#">7861.0310</a> )
	2. Gambling funds may only be spent for allowable expenses and lawful purposes. ( <a href="#">349.12 Subd. 3a</a> ) ( <a href="#">349.12 Subd. 25</a> ) ( <a href="http://mn.gov/gcb/faq-exemptexcluded.html">mn.gov/gcb/faq-exemptexcluded.html</a> ) and ( <a href="http://mn.gov/gcb/assets/infosheetspendinggamblingfunds.pdf">mn.gov/gcb/assets/infosheetspendinggamblingfunds.pdf</a> )

## Business Record Details »

Minnesota Business Name

**LITCHFIELD RESCUE SQUAD AUXILIARY, INC.****Business Type**

Nonprofit Corporation (Domestic)

**MN Statute**

317A

**File Number**

1D-188

**Home Jurisdiction**

Minnesota

**Filing Date**

02/13/1989

**Status**

Active / In Good Standing

**Renewal Due Date**

12/31/2026

**Registered Office Address**227 North Ramsey Ave  
Litchfield, MN 55355  
USA**Registered Agent(s)**

(Optional) Currently No Agent

**President**Nora Stanley  
227 N RAMSEY AVE  
LITCHFIELD, MN 55355-2124  
USA

### [Filing History](#)

## Filing History

Select the item(s) you would like to order: [Order Selected Copies](#)

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	02/13/1989	Original Filing - Nonprofit Corporation (Domestic)	
<input type="checkbox"/>	02/13/1989	Nonprofit Corporation (Domestic) Business Name (Business Name: LITCHFIELD RESCUE SQUAD AUXILIARY, INC.)	
<input type="checkbox"/>	10/23/1989	Amendment - Nonprofit Corporation (Domestic)	

2.

**CITY OF LITCHFIELD**  
**RESOLUTION NO. 26-1-13**  
**LAWFUL GAMBLING PERMIT FOR**  
**AN EXEMPT ORGANIZATION**  
**LITCHFIELD LIONS CLUB**

**WHEREAS**, an application for a lawful gambling license exemption was considered from the Litchfield Lions Club,

**NOW, THEREFORE, BE IT RESOLVED** to approve the application for an Exemption from a Lawful Gambling license for Litchfield Lions Club on February 23, 2026 at Prospects Restaurant, 405 W. Pleasure Drive, Litchfield, and to direct submittal of a copy of this resolution with their application to the State Gambling Control Division.

Adopted by the City Council this 20<sup>th</sup> day of January, 2026.

Attest:

\_\_\_\_\_  
ASSISTANT CITY ADMINISTRATOR

Approved:

\_\_\_\_\_  
MAYOR

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

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

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

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

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.  
 Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Litchfield Lions Club Previous Gambling Permit Number: X-0415-12-005  
 Minnesota Tax ID Number, if any: - 0 - Federal Employer ID Number (FEIN), if any: - 0 -  
 Mailing Address: 626 Turnberry Lane  
 City: Litchfield State: MN Zip: 55355 County: Meeker  
 Name of Chief Executive Officer (CEO): Keith Johnson  
 CEO Daytime Phone: 320-894-8822 CEO Email: akj8526@gmail.com  
(permit will be emailed to this email address unless otherwise indicated below)  
 Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

- Fraternal       Religious       Veterans       Other Nonprofit Organization

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

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

- A current calendar year Certificate of Good Standing**  
 Don't have a copy? Obtain this certificate from:  
 MN Secretary of State, Business Services Division  
 60 Empire Drive, Suite 100  
 St. Paul, MN 55103  
 Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Prospects Restaurant  
 Physical Address (do not use P.O. box): 405 W. Pleasure Drive  
 Check one:  
 City: Litchfield, Minnesota Zip: 55355 County: Meeker  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
 Date(s) of activity (for raffles, indicate the date of the drawing): February 23, 2026

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

- Bingo       Paddlewheels       Pull-Tabs       Tipboards       Raffle

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

# LG220 Application for Exempt Permit

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

**CITY APPROVAL  
for a gambling premises  
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *Keith Johnson* Date: 1/12/2021

(Signature must be CEO's signature; designee may not sign)

Print Name: Keith Johnson

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

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

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

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

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

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

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

OTHER ROUTINE MATTERS

# COMMUNICATIONS

MINUTES AND REPORTS

A.

# Litchfield Airport Advisory Board

Annual Meeting – Monday, January 12th, 2026 5:30 pm

Call to Order: 5:32 pm

## Board Members Present:

Bob Chvatal (Hanger Owner) Present Jason Dowdey (Flying Club Rep) Absent

City Council Rep: Eric Mathwig : Present

City Staff Present: Administration - N/A Public Works Mike Geers - Present

Other City Staff Present: None

Others Present: None

## Old Business:

Minutes from Quarterly Meeting – October 14th, 2025

Read & Approved: Bob Motioned for approval – all Approved

## New Business:

### Reports from Staff:

Administration (Engineering/FAA/MNDOT Updates):

- a) Update on “T” Hangers Construction: Dirt work Done – that is as far as weather allowed  
Will continue in Spring
- b) FBO Update – if any: No Further Updates. Dan Berryhill bought Fortune Hanger. Will  
Be 1-2 years before lot development next to Adin Building
- c) Pistons & Props would like to hold their event again this year. August 8<sup>th</sup>, 2026 0700-1700

Public Works (Airport maintenance/operations update):

- a) AWOS Update: New tower has been constructed on Lake Andrew side of runway. It is not  
up and Functional yet – old AWOS is still in service
- b) FAA Required Updated List of Hanger Owners/Occupants. Eric ran all street address on  
hangers through BEACON. A letter has been drafted and will be sent to all registered  
Hanger owners with a request to confirm or provide all current Hanger Owners or  
occupants of the Hangers at the airport. All information will be turned over to FAA. A  
March 1<sup>st</sup> deadline will be set to return all information to the City

Hanger Owners (Bob) – Concerns/Questions from hanger Owners. Bob had a request if the City  
would consider creating a crossover at the end of the taxiways between the  
hangers – to allow aircraft & vehicles the ability to turn around. Will discuss  
with Bolten & Menk and see what costs would be involved

Flying Club (Jason) – Concerns/Questions from Flying Club: Leaks in NW Corner of Circle 6 hanger  
Have been caulked & sealed. Overhead door latch has been repaired. City would have to purchase a  
new airport sign for SB Hwy 22 – that has gone missing. Possibly \$2000-\$3000 for new sign

## Miscellaneous:

Open Forum: (if not on agenda – 3 minutes to address Board):

Adjournment: 6:07 pm

Next Meeting (Annual) Monday, April 13th, 2026 – 5:30 pm – Airport Admin Building



B.

# FINANCE COMMITTEE MINUTES



JANUARY 13<sup>TH</sup>, 2026 9:30AM

ADMINISTRATIVE OFFICES OF CITY HALL  
126 N MARSHALL AVE, LITCHFIELD MN 55355

## ATTENDEES:

Administrator Cziok  
Mayor Dingmann  
Council Members Mathwig & Powers  
Chief Fank  
Sergeants Ruckert & Massingham

## A. HRA Update

9:30am

Administration will provide an update on any meeting schedule with HRA and partners.

### Discussion

No update was provided as no meeting has yet taken place.

### Action Items

Administration will meet with HRA and Lisa Graphenteen as soon as possible.

## B. Police Squad Car Usage

9:45am

The Committee will discuss squad car usage policy with the department. The committee will consider a policy change recommendation to the council.

### Discussion

The committee reviewed the cost spreadsheet and noted facts and irregularities. The committee discussed with staff the intangible benefits provided by current practice. Discussed need to reconcile council resolutions with department policy.

### Action Items

Administration will review potential resolution changes and discuss policy changes with the chief. Follow up with committee prior to additional council discussion.

## C. Law Enforcement Lease w/Meeker County

10:30am

Administration has reached the limit of what we feel is an appropriate lease amount. Guidance from the committee and potential council is needed.

### Discussion

Administration informed the committee on the items that we have reached common ground on but that the dispatch costs share remains unagreeable. The committee feels it may be best to

meet with commissioners or the county's finance committee.

### Action Items

Administration will reach out to county administration and see if we can get something scheduled.

## D. Long Term Project Funding 10:30am

Short Overview of impact of multiply projects running simultaneously.

### Discussion

Discussion was postponed due to length of meeting.

### Action Items

We will follow up at a future agenda.

**ADJOURNED 11:20AM**

C.

# PERSONNEL COMMITTEE MINUTES



JANUARY 13<sup>TH</sup>, 2026 2:00PM

ADMINISTRATIVE OFFICES OF CITY HALL  
126 N MARSHALL AVE, LITCHFIELD MN 55355

## ATTENDEES:

Administrators Cziok & Spreiter  
Mayor Dingmann  
Council Members Allen & Larson

### A. Preview of WS Material

All material that administration has assembled for the council WS on the 20<sup>th</sup> will be overviewed.

### B. Vacancy Overview

Administration will provide the committee an overview of all vacancies and the process to fill them.

### C. Discussion on Committee Work

The committee will be given space and time to discuss any outstanding needs that should be addressed given recent council dialog.

## MINUTES

The committee first overviewed the vacancy list. Special attention was given to the building inspector, assistant line foreman, and yet unknown labor impact of the LARC. Administration explained that city hall positions were not yet fully developed internally but hoped to have that work completed before the work session.

The committee reviewed the hiring calendar and the summary of department locations with committee. It was agreed that the council needed the hiring calendar even if it is aggressive.

There was extended dialog regarding who and how to present to council. Committee expressed a desire to have a role in presenting to council while acknowledging staff needs to make the recommendations. Committee will be prepared to play a bigger role in answering council questions.

## ACTION ITEMS

- 1) Administration will update the vacancy list to include not currently vacate but projected needs as well.
- 2) Administration will balance the calendar with the vacancy list.
- 3) Administration will bring action item list to the work session and make sure that matches the vacancy list and calendar.

ADJOURNMENT 3:45PM

# TIMED ITEMS

ACKNOWLEDGEMENT OF  
AUDIENCE/  
PRESENTATIONS

COMMISSION  
RECOMMENDATIONS

# COMMITTEE REPORTS

# LEGAL CONSIDERATIONS

*BUSINESS*

STATE HISTORIC BUILDING  
GRANT



## Memo to Council

**Date:** *January 16, 2026*

**Meeting Date:** *January 20, 2026*

**From:** *Administrator Cziok*

**Subject:** *State Historic Building Grant Agreement*

### **Discussion**

After many months of discussion, amendments, and state buy-in the grant agreement is included for council consideration. The most meaningful change is 5.29 which lays out how the grant fund will be distributed amongst applicants. 4594 Design was involved in crafting this language to match the existing process they have laid out with council.

### **Recommendation**

To keep this project on track for 2026 the council will need to consider approval of the grant agreement.

**General Fund**

**Grant Agreement – Construction Grant**

**for the**

**Litchfield Façade Grant Program**

**Project**

## TABLE OF CONTENTS

RECITALS .....	3
Article I - Definitions.....	3
Section 1.01 Defined Terms.....	3
Article II - GRANT.....	5
Section 2.01 Grant of Monies .....	5
Section 2.02 Use of Grant Proceeds.....	5
Section 2.03 Operation of the Building and Facades .....	5
Section 2.04 Grant Recipient Representations and Warranties.....	5
Section 2.05 Event(s) of Default.....	8
Section 2.06 Remedies .....	8
Section 2.07 Notification of Event of Default.....	9
Section 2.08 Term of Grant Agreement.....	9
Section 2.09 Modification and/or Early Termination of Grant.....	9
Section 2.10 Effect of Event of Default .....	10
Section 2.11 Excess Funds .....	10
Article III - USE AND SALE.....	10
Section 3.01 Facade Contracts .....	10
Article IV - DISBURSEMENT OF GRANT PROCEEDS .....	11
Section 4.01 The Advances.....	11
Section 4.02 Payment Schedule for Façade Grants.....	11
Section 4.03 Additional Funds from Grant Recipient.....	13
Section 4.04 Conditions Precedent to Any Advance .....	13
Section 4.05 Construction Inspections .....	16
Article V - MISCELLANEOUS.....	16
Section 5.01 Insurance .....	16
Section 5.02 Condemnation .....	16
Section 5.03. Use, Maintenance, Repair and Alterations.....	17
Section 5.04 Records Keeping and Reporting .....	17
Section 5.05 Inspection of Facade After Completion .....	18
Section 5.06 Data Practices.....	18
Section 5.07 Non-Discrimination.....	18
Section 5.08 Worker’s Compensation.....	18
Section 5.09 Antitrust Claims .....	18
Section 5.10 Review of Plans and Cost Estimates .....	18
Section 5.11 Prevailing Wages.....	19
Section 5.12 Liability .....	19
Section 5.13 Indemnification by the Grant Recipient.....	20
Section 5.14 Relationship of the Parties.....	20
Section 5.15 Notices.....	21

Section 5.16	Binding Effect and Assignment or Modification .....	22
Section 5.17	Waiver .....	22
Section 5.18	Entire Agreement .....	22
Section 5.19	Choice of Law and Venue.....	22
Section 5.20	Severability.....	22
Section 5.21	Time of Essence .....	22
Section 5.22	Counterparts .....	23
Section 5.23	Matching Funds.....	23
Section 5.24	Source and Use of Funds.....	23
Section 5.25	FacadeCompletion Schedule .....	24
Section 5.26	Third-Party Beneficiary.....	24
Section 5.27	Applicability to Building and Facades .....	24
Section 5.28	E-Verification.....	24
Section 5.29	Additional Requirements.....	24
Attachment I - DECLARATION.....		27
Attachment II - LEGAL DESCRIPTION.....		2
Attachment III - SOURCE AND USE OF FUNDS FOR THE PROJECT .....		3
Attachment IV - FACADE COMPLETION SCHEDULE.....		5
Attachment V - AUTHORIZING LEGISLATION.....		32
Attachment VI - FAÇADE CONTRACT.....		

General Fund

**Grant Agreement - Construction Grant  
for the  
Litchfield Façade Grant Program  
Project**

**THIS AGREEMENT** shall be effective as of           «2»          ,           «2»          , and is between           the City of Litchfield          , a           Minnesota                     municipal corporation           (the “Grant Recipient”), and the           Minnesota Historical Society           (the “State Entity”).

**RECITALS**

A. Under the provisions contained in Laws 2023, chapter 71, article 1, section 14, subdivision 23, as amended by Laws of MN, 2024, Chapter 88, Article 1, Section 15, included as Attachment V., the State of Minnesota has appropriated \$2,025,000 which is to be given to the Grant Recipient as a grant to assist it in the façade improvement program and

B. The monies allocated to fund the grant to the Grant Recipient are appropriated money from the State of Minnesota’s general fund; and

C. The Grant Recipient and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Grant Recipient.

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

**Article I - Definitions**

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

“Advance(s)” – means an advance made or to be made by the State Entity to the Grant Recipient and disbursed in accordance with the provisions contained in Article IV hereof.

“Agreement” - means this General Funds Grant Agreement Construction Grant for the Litchfield Façade Grant Program.

“Architect”, if any – means an architectural firm selected by the City, which will administer the Construction Contract Documents on behalf of the Grant Recipient.

“Building” – means a building and the real property upon which the building is situated in the Commercial Historic District of the city of Litchfield for which its Facades are being improved or rehabilitated pursuant to this Agreement.

“Commercial Historic District” – means the real property in the commercial historic district in the city of Litchfield located in Meeker County, State of Minnesota described in **Attachment II**, National Register of Historic Places Registration Form for the Litchfield Commercial Historic District.

“Commissioner of Management and Budget” - means the State of Minnesota acting through its Commissioner of Management and Budget, and any designated representatives thereof.

“Completion Date” – means December 31, 2028, the date of projected completion of the Facades as specified in the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Facades including, if applicable, an Owner.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders or supplements thereto, which collectively form the contract between the Grant Recipient and the Contractor or Contractors concerning the Facades and which provide for the completion of the Facades on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Declaration” - means a declaration, or declarations, in the form as **Attachment I** and all amendments thereto, indicating that an Owner’s interest in a Building is subject to the provisions of this Agreement.

“Event of Default” - means those events delineated in Section 2.05.

“Facade(s)”, - means the exterior face of a Building, visible from the public right-of-way, extending vertically from the exterior grade level to the top of the wall element (such as a parapet) and the full length of the street frontage that is being improved or rehabilitated pursuant to this Agreement.

“Facade Contract” - means a contract, substantially in the form as Attachment VI, between Grant Recipient and an Owner, and which involves or relates to a Facade

“Grant” - means a grant of monies from the State Entity to the Grant Recipient in an amount of \$ 2,025,000.

“Grant Recipient” - means City of Litchfield, a Minnesota municipal corporation.

“Inspecting Engineer”, if any - means the State Entity’s construction inspector, or its designated consulting engineer.

“Owner” – means the fee simple owner of a Building with which Grant Recipient contracts under a Façade Contract.

“State Entity” - means the Minnesota Historical Society

“Useful Life of the Façade” – means the term set forth in Section 2.04.U. of this Agreement.

## **Article II - GRANT**

**Section 2.01 Grant of Monies.** The State Entity shall issue the Grant to the Grant Recipient and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan.

**Section 2.02 Use of Grant Proceeds.** The Grant Recipient shall use the Grant solely to design, rehabilitate or cause the design and rehabilitation of the Facades in the Commercial Historic District. Up to 4% of this grant may be used to administer the Façade Contracts.

**Section 2.03 Maintenance of the Facades.** The Grant Recipient shall rehabilitate and maintain the Facades, or cause the Facades to be rehabilitated and maintained consistent with the standards for rehabilitation under Code of Federal regulations, title 36, section 67.7, or for such other use as the Minnesota legislature may from time to time designate, and may enter into Façade Contracts with Owners to so rehabilitate and maintain the Facades; provided that such Façade Contracts must fully comply with all of the provisions contained in Section 3.01. The Grant Recipient shall also annually determine that the Facades are being maintained, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity.

**Section 2.04 Grant Recipient Representations and Warranties.** The Grant Recipient further covenants with, and represents and warrants to the State Entity as follows:

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

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

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

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

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

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

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

H. The Facades were, or will be, completed in full compliance with the standards for rehabilitation under Code of Federal regulations, title 36, section 67.7 and with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Facades.

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

J. All applicable licenses, permits and bonds required for the operation of the Facades in the manner specified in Section 2.03 have been, or will be, obtained.

K. It will maintain and manage the Facades or will cause the Facades to be maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Facades.

L. It has, or will cause the Owners to possess fee simple title of the Owner's Buildings and, in addition, will cause the Owners to enter into a Façade Contract and to record the Declaration on all of the real property containing the Owner's Buildings;

M. It will ensure that Owner's fee simple interests are or will be subject only to those easements, covenants, conditions and restrictions that will not materially interfere with the completion of the Facades and the intended use of the Facades, or those easements, covenants, conditions and restrictions which are specifically consented to, in writing, by the State Entity.

N. It will fully enforce the terms and conditions contained in any Facades Contract.

O. It has complied with the matching funds requirement, if any, contained in Section 5.23.

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

Q. The Facades will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and will be situated entirely in the Commercial Historic District .

R. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its conduct of work on the Facades.

S. It will not allow any lien or encumbrance that is prior and superior to the Declaration to be created on or imposed upon that Owner's Building , whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of the State Entity.

T. It will furnish to the State Entity as soon as possible and in any event within 7 calendar days after the Grant Recipient has obtained knowledge of the occurrence of each Event of Default, or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default, or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default, and the action which the Grant Recipient proposes to take with respect thereto.

U. The Useful Life of a Façade is 125% of the useful life of the improvement, which will be determined by project architects and/or engineers, which number must be approved in writing by the State Entity and the Grant Recipient and reported to the Grant Recipient.

V. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by either the State Entity or the Commissioner of Management and Budget.

W. It will fully enforce the terms and conditions of the Declaration and against the Owners.

**Section 2.05 Event(s) of Default.** The following events shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement upon the State Entity giving the Grant Recipient 30 days written notice of such event, and the Grant Recipient's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Grant Recipient is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months. Notwithstanding the foregoing, any of the following events that cannot be cured shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement immediately upon the State Entity giving the Grant Recipient written notice of such event.

A. If any representation, covenant, or warranty made by the Grant Recipient herein, in any request for disbursement or reimbursement, or in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to make any Advance, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

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

**Section 2.06 Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of Management and Budget may enforce any or all of the following remedies.

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

B. The Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may demand that the portion of the Grant already disbursed to the Grant Recipient be returned to it, and upon such demand the Grant Recipient shall return such portion to the Commissioner of Management and Budget.

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

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

If the Grant Recipient does not repay any portion of the amount specified in Section 2.06.B within 30 days of demand by either the State Entity or the Commissioner of Management and Budget, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grant Recipient is entitled to receive from the State of Minnesota.

**Section 2.07 Notification of Event of Default.** The Grant Recipient shall furnish to both the State Entity and the Commissioner of Management and Budget, as soon as possible and in any event within 7 calendar days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Grant Recipient proposes to take with respect thereto.

**Section 2.08 Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Facades to the date on which the Facades are 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 Facades from the effect of this Agreement and the Declaration.

**Section 2.09 Modification and/or Early Termination of Grant.** If any Facade is not started on or before one year from the effective date of this agreement or such later date to which the Grant Recipient and the State Entity may agree in writing, then, the State Entity's obligation to fund the Grant shall terminate, and, in such event, (i) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such date then the State shall have no further obligation to provide any

additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

In addition, if all of the Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, then the State Entity's obligation to continue to fund the Grant shall terminate, and, in such event, (y) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (z) if some but not all of the Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding under the Grant and this Agreement shall remain if full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

In the event that the legislation that authorized the Grant is amended to increase or reduce the amount of the Grant or in any other way, then this Agreement shall be deemed to have been automatically modified in accordance with such amendment and the amount of the Grant shall also be automatically modified in accordance with such amendment.

**Section 2.10 Effect of Event of Default.** If an Event of Default occurs and the Grant Recipient is required to and does return the amount specified in Section 2.06.B to the Commissioner of Management and Budget, then the following shall occur.

A. This Agreement shall survive and remain in full force and effect.

B. The amount returned by the Grant Recipient shall be credited against any amount that becomes due and payable because of any other Event of Default.

**Section 2.11 Excess Funds.** If the full amount of the Grant and any matching funds referred to in Section 5.23 are not needed to complete the Facades, then, unless language in the legislation that authorized the Grant indicates otherwise, the Grant shall be reduced by the amount not needed.

### Article III - USE AND SALE

**Section 3.01 Facade Contracts.** Each and every Facade Contract that the Grant Recipient enters into must comply with the following requirements:

A. INTENTIONALLY OMITTED

B. It must contain a provision setting forth the statutory authority under which the Grant Recipient is entering into the Facade Contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that the Facade Contract is being entered into in order to carry out the purpose for which the Grant was allocated, and must recite the purpose.

D. It must be for a term of at least 125% of the Useful Life of the Façade.

E. It must require the assignment of the Façade Contract to the buyer of the Owner's Building in the event the Owner's Building is sold and require that the buyer of the Owner's Building assume all terms, obligations, and conditions of the Façade Contract.

F. It must require the Owner to pay all costs of operation and maintenance of the Facade, unless the Grant Recipient is authorized by law to pay such costs and agrees to pay such costs.

G. INTENTIONALLY OMITTED

H. It must allow the Grant Recipient to enter into the Owner's Building to repair, maintain, or rehabilitate the Facade in the event of a default thereunder by the Owner.

I. It must require that the Owner provide State Entity and Grant Recipient with written notice of a sale of the Owner's Building.

J. It must require that the Owner insure the Building and utilize any insurance proceeds in accordance with Section 5.01 of this Agreement.

K. It must require that the Owner utilize any condemnation proceeds in accordance with Section 5.02 of this Agreement.

L. It must require that the Owner comply with the requirements of Section 5.03, 5.05-5.11 of this Agreement.

The Grant Recipient must provide a copy of every executed Façade Contract to the State Entity as soon as practicable, but no later than five (5) business days, after it is executed.

#### **Article IV - DISBURSEMENT OF GRANT PROCEEDS**

**Section 4.01 The Advances.** The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the Grant Recipient from time to time in an aggregate total amount equal to the amount of the Grant. Provided, however, in accordance with the provisions contained in Section 2.08, the State Entity's obligation to make Advances shall terminate as of the date which occurs 5 years from the effective date of this Agreement even if all of the Grant has not been disbursed by such date.

#### **Section 4.02 The Disbursements**

A. Total Funds for All Phases. The total obligation of the State Entity for all compensation and reimbursements to the Grant Recipient under this grant agreement will not exceed \$2,025,000. It is

understood and agreed that the Grant Recipient may conduct multiple phases or rounds of building facade project design and implementation, and may request funds accordingly. This grant program will be administered and disbursements will be made on a reimbursement basis only. It is understood and agreed that the State Entity will reserve 5% of the appropriated funds, less the Grant Recipient's administrative cost allowance, pending submittal of required final reporting as outlined in this section. Grant Recipient agrees that it will follow, or cause the Owner to follow, all applicable historic preservation review processes as appropriate and required through the various phases of the project.

B. Request for Funds / Reimbursement. Reimbursement requests should be submitted no more frequently than monthly. Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Building sites will be made by the State Entity unless the Grant Recipient shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

(1) Payment for Predesign and design: The Grant Recipient may request funds for predesign and design work that has been completed prior to the execution date of this Grant by providing evidence to State Entity's satisfaction that the predesign and design have been completed and paid. State Entity shall disburse such funds only after being provided evidence to its satisfaction that the predesign and design have been completed and paid

(2) Payment for Construction Activities: Prior to any construction work starting, Grant Recipient shall obtain a letter issued by the Minnesota State Historic Preservation Office ("MN SHPO") issued to the Grant Recipient, stating the historic property and/or archaeological site, as applicable, will not be adversely affected or a resolution to the adverse effect has been agreed to in writing, and when the required ("MN SHPO Letter"). Grant Recipient may request funds for construction only after (i) the MN SHPO Letter is provided to State Entity, (ii) the Declaration has been recorded in the appropriate Meeker County real estate office, and (iii) , the Grant Recipient provides the State Entity with evidence, to State Entity's satisfaction, that the portion of the completed façade project and its related expenditures for which payment is requested has been satisfactorily completed and paid. Upon receipt of the items listed in the previous sentence, State Entity shall disburse the amount of funds that were paid for the portion of the completed façade project that has been satisfactorily completed.

The State Entity will make a determination that the work is completed and whether the expenditures are eligible for reimbursement under this Agreement, that the work is in conformance with the appropriate historic preservation standards and verify the amount requested. Grant Recipient will assist with completion of any cultural resource reviews.

(3) Payment for Grant Recipient Administrative Costs. As authorized in the legislation, Grant Recipient may request funds for up to four percent of the appropriated amount for its administrative costs for each disbursement made in 1) and 2) above. Grant Recipient shall provide such supporting evidence as may be requested by the State Entity to substantiate all administrative payment requests to the State Entity's satisfaction.

C. State Entity Response to Request. The State Entity shall review and respond to each reimbursement request within thirty (30) days. The response shall be either an approval of the request or an explanation of the basis for the disapproval and what must be done for approval to be granted. An approved disbursement request shall be paid within thirty (30) days of the date of the approval unless receipt of the funds from the State is unduly delayed without fault of the State Entity.

D. Final Payment. Subject to Section 4.01B(3), a total of 5% of the grant funds will be released as the final payment after work is complete and fiscal documentation, including documentation of the matching share, has been reviewed and accepted by the State Entity.

E. Financial Documentation and Final Reporting.

A. The Grant Recipient will submit a completed final report including documentation for project expenditures, photographs, and punchlist of the completed work on or before January 01, 2029.

B. The final report must be completed electronically. The financial documentation for grant costs to be uploaded with the final report shall include acceptable types of documentation such as: (1) copies of paid invoices/receipts, (2) copies of personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.

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

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

A. The State Entity shall have received a disbursement request for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed 95% of the maximum amount of the Grant set forth in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Grant Recipient has legal authority to and has taken all actions necessary to enter into this Agreement,(ii) this Agreement is binding on and enforceable against the Grant Recipient, and (iii) the Declaration is binding and enforceable against the Owner and Owner's Building.

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

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Grant Recipient is in compliance with the matching funds requirements, if any, contained in Section 5.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Owner currently possesses the ownership interest delineated in Section 2.04.L.

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

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

I. INTENTIONALLY OMITTED.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Facades will be completed in a manner that will allow the Facades to be operated in the manner specified in Section 2.03.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has the ability and a plan to maintain the Facades.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Construction Contract Documents are in place and are fully and completely enforceable.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Facades substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Facades or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents which name the State Entity and the Grant Recipient dual obligees thereunder, or such other evidence as may be acceptable to the Grant Recipient and the State Entity.

N. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the policies of insurance required under Section 5.01 are in full force and effect.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 5.10 and all additional applicable provisions and requirements contained in Minn. Stat. § 16B.335 subdivisions 2 and 3 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 5.10.B has been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the cost estimates referred to in Section 5.10.C have been submitted to and reviewed by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have been notified pursuant to Section 5.10.G.

P. No determination shall have been made by the State Entity that the amount of funds committed to the completion of the Facades is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Facades, or if such a determination has been made and notice thereof sent to the Grant Recipient then the Grant Recipient has supplied or has caused some other entity to supply the necessary funds in accordance with Section 4.03, or to provide evidence acceptable to the State Entity that sufficient funds are available.

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

R. The Grant Recipient has supplied to the State Entity all other items that the State Entity may reasonably require.

**Section 4.05 Construction Inspections.** The Grant Recipient and the Architect, if any, shall be responsible for making their own inspections and observations of the Facades, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the applicable contracts with such Contractors. If any work done or materials supplied by a Contractor are not satisfactory to the Grant Recipient and the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Grant Recipient shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer may conduct such inspections of the Facades as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Facades by the State Entity or the Inspecting Engineer are made and all certificates issued by the Inspecting Engineer will be issued solely for the benefit and protection of the State Entity, and the Grant Recipient will not rely thereon.

## Article V - MISCELLANEOUS

**Section 5.01 Insurance.** The Grant Recipient shall maintain or cause the Owners to maintain via a Façade Contract builders risk insurance and fire and extended coverage insurance on the Buildings and Facades in an amount equal to the full insurable value thereof, and shall name the State Entity as loss payee thereunder. If damages which are covered by such required insurance occurs to the Buildings and Facades, then the Grant Recipient shall use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage.

As loss payee under the insurance required herein the State Entity agrees to and will assign or pay over to the Grant Recipient all insurance proceeds it receives so that the Grant Recipient can comply with the requirements that this Section 5.01 imposes upon the Grant Recipient as to the use of such insurance proceeds.

If the Grant Recipient elects to maintain general comprehensive liability insurance regarding the Buildings and Facades, then the Grant Recipient shall have the State Entity named as an additional named insured therein.

At the written request of either the State Entity or the Commissioner of Management and Budget, the Grant Recipient shall promptly furnish thereto all written notices and all paid premium receipts received by the Grant Recipient regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

**Section 5.02 Condemnation.** If all or any portion of the Buildings and Facades is condemned to an extent that the Grant Recipient can no longer comply with the provisions contained in Section 2.03, then the Grant Recipient shall use or cause the condemnation proceeds to be used to fully or

partially restore the Facade and to provide or cause to be provided whatever additional funds that may be needed for such purposes.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Grant Recipient all of such condemnation awards or proceeds it receives so that the Grant Recipient can comply with the requirements which this Section 5.02 imposes upon the Grant Recipient as to the use of such condemnation awards or proceeds.

**Section 5.03. Use, Maintenance, Repair and Alterations.** The Grant Recipient shall not, without the written consent of the State Entity, permit or suffer the use of any of the Facades to be utilized for any purpose other than the use for which the same is intended as of the effective date of this Agreement. In addition, the Grant Recipient: (i) shall keep, or cause to be kept, the Facades in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) shall not, without written consent of the State Entity, remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Facades, (iii) shall not do or allow any act or thing which would unduly impair or depreciate the value of a Building or Facades, (iv) shall, or shall cause the Owners, via a Façade Contract to, complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on a Building or Facades and promptly restore in like manner any portion of the Facades which may be damaged or destroyed thereon and pay or cause to be paid when due all claims for labor performed and materials furnished therefor, (v) shall comply or cause the Owners to comply via a Façade Contract with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting a Building or Facades, or any part thereof, or requiring any alterations or improvements thereto, (vi) shall not commit or permit any waste or deterioration of a Building or Facades, (vii) shall or cause the Owners, via a Façade Contract, to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (viii) shall comply and cause the Owners to comply, via a Façade Contract, with the provisions of any lease if the Owner's interest in the Building or Facade, is a leasehold interest, (ix) shall comply with the provisions of any condominium documents if the Building or Façade is part of a condominium regime, (x) shall not remove or permit the removal of any fixtures or personal property from Facades that was paid for with the proceeds of the Grant unless the same are immediately replaced with like property of at least equal value and utility, and (xi) shall not commit, suffer or permit any act to be done in or upon a Building or Facades in violation of any law, ordinance or regulation.

**Section 5.04 Records Keeping and Reporting.** The Grant Recipient shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the completion and maintenance of the Facades, and compliance with the requirements contained in this Agreement, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to the Grant. The Grant Recipient shall use or cause the entity which is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents and other evidence for a period of 6 years from the date that the Facades are fully completed and placed into operation.

**Section 5.05 Inspection of Facade After Completion.** Upon reasonable request by the State Entity the Grant Recipient shall allow, and will require any Owner to whom it enters into a Facade Contract for any portion of the Building or Facades to allow, the State Entity to inspect the Facades.

**Section 5.06 Data Practices.** The Grant Recipient agrees with respect to any data that it possesses regarding the Grant, the Buildings, Facades and any Facade Contract and will ensure that and require any Owner, via a Façade Contract, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

**Section 5.07 Non-Discrimination.** The Grant Recipient agrees to not engage in discriminatory employment practices in the completion and maintenance of the Facades, and it shall and will ensure that and require any Owner, via a Façade Contract, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

**Section 5.08 Worker's Compensation.** The Grant Recipient agrees and will ensure that and require any Owner, via a Façade Contract, and any contractor hired by an Owner, to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, Subd. 2 and 176.182 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the completion of the Facades, and the maintenance of the Facades.

**Section 5.09 Antitrust Claims.** The Grant Recipient hereby assigns to the State Entity and the Commissioner of Management and Budget all claims it may have for over charges as to goods or services provided in its completion of the Facades, and maintenance of the Facades that arise under the antitrust laws of the State of Minnesota or of the United States of America.

**Section 5.10 Review of Plans and Cost Estimates.** The Grant Recipient agrees and will ensure that and require any Owner, via a Façade Contract, to comply with all applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Facades, and in accordance therewith the Grant Recipient and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

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

B. Prior to its proceeding with design activities for the Facades the Grant Recipient shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Facades.. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. Prior to beginning work on a Facade the Grant Recipient shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

D. The Facades must be: (i) completed in accordance with the Code of Federal Regulations, title 36, section 67.7 and (ii) with the guidance of the Minnesota Historical Society.

Provided, however, the provisions and requirements contained in this Section 5.10 only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

**Section 5.11 Prevailing Wages.** The Grant Recipient agrees and will ensure that and require any Owner, via a Façade Contract and construction contract, to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Facades and maintenance of the Facades as intended by the Minnesota Legislature. By agreeing to this provision, the Grant Recipient is not acknowledging or agreeing that the cited provisions apply to Facades and maintenance of the Facades.

**Section 5.12 Liability.** The Grant Recipient and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of both the State Entity and the Commissioner of Management and Budget is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified

or replaced from time to time. If the Grant Recipient is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grant Recipient, including but not limited to the indemnification provided under Section 5.13, is governed by the provisions contained in such Chapter 466.

**Section 5.13 Indemnification by the Grant Recipient.** The Grant Recipient shall bear all loss, expense (including attorneys’ fees), and damage in connection with the completion of the Facades and maintenance of the Facades, and agrees to indemnify and hold harmless the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the completion of the Facades and maintenance of the Facades, whether or not due to any act of omission or commission, including negligence of the Grant Recipient or any Contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their employees, servants or agents.

The Grant Recipient further agrees to indemnify, save, and hold the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grant Recipient, its officers, employees, or agents, or by any Owner, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 5.06.

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

**Section 5.14 Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grant Recipient, the State Entity, and owner, or the Commissioner of Management and Budget, nor shall the Grant Recipient be considered or deemed to be an agent, representative, or employee of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota in the performance of this Agreement, the completion of the Facades and maintenance of the Facades.

The Grant Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the completion of the Facades and

maintenance of the Facades. All personnel of the Grant Recipient or other persons while engaging in the performance of this Agreement, the completion of the Facades and maintenance of the Facades shall not have any contractual relationship with either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grant Recipient, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 5.15 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grant Recipient at:

City of Litchfield  
126 Marshall Ave. N.  
Litchfield, MN 55355  
Attention: City Administrator

To the State Entity at:

Minnesota Historical Society  
345 Kellogg Blvd W  
St. Paul, MN 55102-1906  
Attention: Contract Manager

To the Commissioner of Management and Budget at:

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

**Section 5.16 Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Grant Recipient and the State Entity, and their respective successors and assigns. Provided, however, that neither the Grant Recipient nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Grant Recipient or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

**Section 5.17 Waiver.** Neither the failure by the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 5.18 Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Grant Recipient and the State Entity, and there are no other agreements, either oral or written, between the Grant Recipient and the State Entity on the subject matter hereof.

**Section 5.19 Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

**Section 5.20 Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

**Section 5.21 Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

**Section 5.22 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

**Section 5.23 Matching Funds.** The Grant Recipient must obtain and supply the following matching funds, if any, for the completion of the Facades:

(If there are no matching funds requirements then insert the word “NONE”.)

NONE

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

**Section 5.24 Source and Use of Funds.** The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Facades and all of the funds that are available for the completion of the Facades, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

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

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

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

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

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Grant Recipient must provide to the State Entity and the Commissioner of

Management and Budget a detailed description of such conditions and what is being done to satisfy such conditions.

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

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

The funds shown in **Attachment III** and to be supplied for the Facades may, subject to any limitations contained in the legislation that authorized the Grant, be provided by either the Grant Recipient or an Owner under a Facade Contract.

**Section 5.25 Facade Completion Schedule.** The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Facades.

**Section 5.26 Third-Party Beneficiary.** The Facades will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of Management and Budget, is and shall be a third-party beneficiary of this Agreement.

**Section 5.27 Applicability to Building and Facades.** This Agreement applies to the Grant Recipient's interest in the Building and Facades.

**Section 5.28 E-Verification.** The Grant Recipient agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Facade Contract to which it is a party.

**Section 5.29 Additional Requirements.** The Grant Recipient and the State Entity agree to comply with the following additional requirements:

The Grant Recipient will use the following process to determine how funding for historic façade improvements will be selected and allocated:

The Grant Recipient will advertise the grant program and directly contact eligible building owners within the historic district to inform them of the funding opportunity and the selection process.

The Architect will lead informational meetings with building owners and other interested community members.

Building owners will submit an application, certificates of insurance, lender and/or owner acknowledgement, and a signed facade grant agreement before construction begins. The Architect will complete condition assessments of each building represented in the applications which will include building information as well as an estimate of the cost of the building improvements.

The Litchfield City Council will devise a selection criteria matrix that will determine how funding is allocated to each building façade project. The selection criteria matrix will include, but not be limited to, historical significance of the building, facade condition, and readiness of the project to move forward. The review criteria and matrix will be reviewed and approved at a public hearing at a meeting of the Litchfield City Council and submitted to the State Entity.

Applications will be evaluated by the Architect using the selection criteria matrix; façade projects will then be approved by the Litchfield City Council.

Once the grant dollar amounts have been assigned to façade projects and required owner documentation has been verified, the Architect will begin construction documents for the project. The City will solicit proposals for a Construction Manager and/or Contractor(s) via a public procurement process.

The Construction Documents will be reviewed for appropriateness by the Minnesota Historical Society and the Litchfield Historic Preservation Commission.

Construction will begin with City-selected contractors once historic preservation approvals and required permits are obtained. The Grant Recipient will provide documentation and details of the project selection process to the State Entity.



**Attachment I -  
DECLARATION**

The undersigned has the following interest in the real property legally described in Exhibit A attached hereto and all facilities situated thereon (the "Restricted Property"):

*(Check the appropriate box.)*

a fee simple title

a lease

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is subject to that certain Façade Contract dated (xx) by and between (xx) and the City of Litchfield and to those provisions, requirements, restrictions and encumbrances contained in the "General Fund Grant Agreement Construction Grant for the Litchfield Façade Grant Program Project" dated \_\_\_\_\_, 20, between the City of Litchfield and the Minnesota Historical Society. The Restricted Property shall remain subject to such provisions, requirements, restrictions, and encumbrances for 125% of the useful life of the Restricted Property or until the Restricted Property is sold pursuant to the terms of the Grant Agreement at which time it shall be released therefrom by way of a written release in recordable form signed by the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property.

(SIGNATURE BLOCK AND ACKNOWLEDGMENT)



Exhibit A to Declaration  
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

**Attachment II -  
National Register of Historic Places Historic District Nomination**

*Insert National Register of Historic Places Historic District Nomination*

**Attachment III -  
SOURCE AND USE OF FUNDS FOR THE PROJECT**

<b>Source of Funds</b>		<b>Use of Funds</b>	
<b><u>Identify Source of Funds</u></b>	<b><u>Amount</u></b>	<b><u>Identify Items</u></b>	<b><u>Amount</u></b>
<b>State Funds</b>		<b>Ownership Acquisition and Other Items Paid for with Grant Funds</b>	
Grant	\$2,025,000	Purchase of Ownership Interest	\$ 0
<b>Other State Funds</b>		Other Items of a Capital Nature:	
	\$	Grant Administration	\$ 81,000
	\$	Design Services	\$155,000
	\$	Construction	\$1,789,000
Subtotal	\$2,025,000	Subtotal	\$2,025,000
<b>Matching Funds</b>		<b>Items Paid for with Non-Grant Funds</b>	
	\$		\$0
	\$		\$
Subtotal	\$0	Subtotal	\$
<b>Other Grant Recipient Funds</b>			\$0
	\$		\$
	\$		\$
Subtotal	\$0	Subtotal	\$0
<b>Loans</b>			
	\$		
	\$		
Subtotal	\$0		
<b>Other Funds</b>			
	\$		
	\$		
Subtotal	\$0		
<b>Prepaid Project Expenses</b>			
	\$0		
	\$		
Subtotal	\$0		

<b>TOTAL FUNDS</b>	\$2,025,000	<b>TOTAL PROJECT COSTS</b>	\$2,025,000
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**Attachment IV -  
FACADE COMPLETION SCHEDULE**

«27»

1. Phase 1 (2026 Construction Season)
  - a. Architect Selection: July 2025
  - b. Predesign and Submittal to Department of Administration: August-September 2025
  - c. Design and Construction Documents: August 2025- January 2026
  - d. Submittal for review by SHPO: February 2026
  - e. General Contractor Selection: March 2026
  - f. Construction: April – November 2026
2. Phase 2 (2027 Construction Season)
  - a. Design and Construction Documents: June - November 2026
  - b. Submittal for review by SHPO: December 2026
  - c. Construction: March – November 2027
3. Phase 3, if any grant funds remain (2028 Construction Season)
  - a. Design and Construction Documents: June - November 2027
  - b. Submittal for review by SHPO: December 2027
  - c. Construction: March – November 2028
4. Grant close-out: December 2028 – March 2029

Attachment V.

Authorizing Legislation, Laws of MN, 2024, Chapter 88, Article 1, Section 15

Sec. 15. Laws 2023, chapter 71, article 1, section 14, subdivision 23, is amended to read:

Subd. 23. **Litchfield; Building Facades**

2,025,000

To the Minnesota Historical Society for a grant to the city of Litchfield to design and rehabilitate building the facades of publicly and privately owned buildings in the commercial historic district of the city of Litchfield, consistent with the appropriate historic preservation standards for rehabilitation under Code of Federal Regulations, title 36, section 67.7, and guidance for rehabilitation from the Minnesota Historical Society. The city of Litchfield may use up to four percent of this appropriation to administer the historic building facade grants and shall consult with the city's heritage preservation commission. Notwithstanding Minnesota Statutes, section 16A.642, this appropriation is available until December 31, 2028.

**Attachment VI -  
FACADE CONTRACT**

## Façade Contract

This Agreement is made and entered into this day and date hereafter set forth, by and between and the City of Litchfield, Minnesota ("City"), a Minnesota municipal corporation, whose offices are located at 126 Marshall Avenue North, Litchfield, Minnesota 55355, and (owner's name) \_\_\_\_\_ ("Owner"), (address) \_\_\_\_\_.

WHEREAS under the provisions contained in Laws 2023, Chapter 71, Article 1, Section 14, Subdivision 23, as amended by Laws of MN, 2024 Chapter 88, Article 1, Section 15, the State of Minnesota has allocated \$2,025,000.00 which is to be given to the City of Litchfield, Minnesota as a grant to assist the City of Litchfield, Minnesota in designing and rehabilitating the façades of publicly and privately owned buildings in the Litchfield Commercial Historic District ("Grant Allocation");

WHEREAS, this agreement is being entered into in order to carry out the purposes of the Grant Allocation;

WHEREAS, the City of Litchfield has entered into a General Fund Grant – Construction Grant Agreement with the Minnesota Historical Society dated \_\_\_\_\_ being attached hereto as Exhibit A and incorporated by reference herein ("General Fund Grant – Construction Grant Agreement") for the design and rehabilitation of facades of publicly and privately owned buildings in the Litchfield Commercial Historic District of the City of Litchfield, consistent with the appropriate historic preservation standards and guidance for rehabilitation from the Minnesota Historical Society;

WHEREAS, City of Litchfield, Minnesota, is carrying out a program for Owners to participate in façade renovations of buildings located in the Commercial Historic District of the City of Litchfield, whereby the City of Litchfield agrees to procure on behalf of, or to reimburse the costs of, the participating Owners for the services and work associated with façade design and rehabilitation, all in accordance with the General Fund Grant – Construction Grant Agreement;

WHEREAS, the City of Litchfield, Minnesota, has the authority to enter into such contracts as may be deemed necessary or desirable to make effective any power possessed by the council, pursuant to Minnesota Statute 412.221, subdivision 2;

WHEREAS, Owner has applied to the City of Litchfield for participating in said program and has agreed by such application to conform to the program and design guidelines;

WHEREAS, **Owner is the fee simple owner** of the property, located in Meeker County, Minnesota, legally described as:

SEE ATTACHED EXHIBIT "A" (legal description) and Parcel ID

And locally known as (Address) \_\_\_\_\_, Litchfield, Minnesota 55355 ("License Property");

WHEREAS, this License Property is located in the Litchfield Commercial Historic District, as defined in the General Fund Grant – Construction Grant Agreement;

WHEREAS, City of Litchfield has determined that Owner's project meets the requirements of the General Fund Grant – Construction Grant Agreement and has approved the application of Owner and this Agreement;

WHEREAS, Owner has been acquainted and advised of the terms, conditions and provisions of the General Fund Grant – Construction Grant Agreement;

and

WHEREAS, this agreement will assist in protecting and preserving the historic character and quality of the area in which the License Property is located as a public benefit.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner hereby grants, conveys and transfers to City, a Façade license for a term lasting ----- years, in and over, that portion of the herein described License Property consisting of the exterior face of the building where work will be performed as part of the General Fund Grant – Construction Grant Agreement, visible from the public right-of-way, extending vertically from the exterior grade level to the top of the wall element (such as a parapet) and the full length of the street frontage ("Facades"). This includes all architectural and construction features visible from any point on the public right-of-way outside of the building, including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features, in addition to connected interior features that necessitate modification or maintenance in order to rehabilitate and maintain the publicly visible features.
2. City, on behalf of Owner, agrees to contract with one or more architects and contractors for, or to reimburse Owner for costs associated with, the completion of a construction project with respect to the premises situated at \_\_\_\_\_, Litchfield, Minnesota, legally described in EXHIBIT A, said construction project shall consist of façade rehabilitation meeting the requirements of the General Fund Grant – Construction Grant Agreement and the design standards applicable thereto, specifically standards for rehabilitation under Code of Federal regulations, title 36, section 67.7, in accordance with the approved plans and specifications heretofore provided to the City.
3. City agrees to solicit bids or quotes from contractors having the ability to perform such work contemplated by the project application, and in the event City will be contracting various segments of the project to various specialty contractors, City shall solicit bids or quotes from contractors in each such specialty pursuant to the terms of the General Fund Grant – Construction Grant Agreement with the Minnesota Historical Society. City shall not contract with any person who is an officer or employee of City.
4. Owner shall maintain **property** insurance and fire and extended coverage insurance on the buildings and Facades in an amount equal to the full insurable value thereof and shall name City and the Minnesota Historical Society as loss payee thereunder. If damages which are

covered by such required insurance occurs to the buildings and Facades, then City shall use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage. Upon written request of the Minnesota Historical Society, Owner and/or City shall promptly furnish thereto all written notices and all paid premium receipts received by City regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance pursuant to Section 5.01 of the General Fund Grant – Construction Grant Agreement between City of Litchfield and the Minnesota Historical Society.

5. If all or any portion of the buildings and Facades is condemned to an extent that City can no longer comply with the provisions contained in the General Fund Grant – Construction Grant Agreement, then City shall use or cause the condemnation proceeds to be used to fully or partially restore the Façade and to provide or cause to be provided whatever additional funds that may be needed for such purposes, in accordance with Section 5.02 of the General Fund Grant – Construction Grant Agreement.
6. Owner shall be responsible for all costs of operation and maintenance of the Façade, unless City is authorized by law to pay such costs and agrees to pay such costs.
7. Intentionally omitted.
8. For the license term, Owner shall maintain the façade on the building(s) now located on the License Property and will at all times maintain the same in good condition and repair, in accordance with Section 5.03 of the General Fund Grant – Construction Grant Agreement.
9. Owner shall grant City the following rights:
  - a. If Owner violates or allows the violation of this Agreement, upon reasonable notice to Owner, City may enter upon the License Property and correct such violations and hold Owner responsible for the corrective costs.
10. Owner agrees to comply in all respects with the General Fund Grant – Construction Grant Agreement.
11. Owner represents and warrants that Owner has fee simple title to the above described License Property, and if a contract purchaser or tenant is party to this Agreement, that this Agreement is executed by all persons having an ownership interest in the License Property and the contract purchaser or tenant, as applicable, who will all be bound by the terms of this contract, jointly and severally, and the references to Owner herein shall include all parties executing this Agreement other than City. Any mortgage holder having a mortgage interest in the License Property pursuant to an instrument executed prior to this Agreement or any mortgage holder who acquires a mortgage interest for the purpose of securing a loan in an amount not to exceed Owner's share of the cost contemplated hereunder, shall not be required to execute this Agreement. Any parties that desire a mortgage interest in the License Property not described in the previous sentence after the date of this Agreement or any future amendments to a mortgage interest described in the previous sentence shall obtain the consent of the Minnesota Historical Society before executing such interest.

12. Prior to Owner conveying its interest in the License Property benefiting from the General Fund Grant – Construction Grant Agreement, Owner shall provide the Minnesota Historical Society at \_\_\_\_\_, and City with written notice of said conveyance sixty (60) days prior to such conveyance. Owner shall not sell or convey its interest in the subject License Property unless this Agreement is assigned to and assumed by the grantee of Owner's conveyance in writing and such assignment and assumption agreement is consented to by the Minnesota Historical Society. Such new owner shall assume all terms, obligations, and conditions of this Agreement.
13. Upon reasonable request by the Minnesota Historical Society, Owner shall allow the Minnesota Historical Society to inspect the Facades.
14. Parties agree with respect to any data that it possesses regarding the Grant Allocation, the buildings, Facades, and this Façade Contract, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this agreement or as may subsequently be amended, modified, or replaced from time to time.
15. Owner shall, with respect to employment practices in the completion and maintenance of the Facades, fully comply with all of the provisions contained in Minnesota Statute Chapters 363A and 181 that exists as of the date of this Agreement and as such may subsequently be amended, modified, or replaced from time to time.
16. Owner shall comply with all of the provisions relating to worker's compensation contained in Minnesota Statute Sections 176.181, subdivision 2 and 176.182 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the completion of the Facades, and the maintenance of the Facades.
17. Owner hereby assigns to Minnesota Historical Society all claims it may have for over charges as to goods or services provided in its completion of the Facades, and maintenance of the Facades that arise under the antitrust laws of the State of Minnesota or of the United States of America.
18. Owner shall comply with all applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Facades, and in accordance therewith, Owner shall comply with the provisions and requirements, if such provisions and requirements are applicable, of Section 5.10 of the General Fund Grant – Construction Grant Agreement.
19. Owner shall comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177 and specifically those provisions contained in Sections 177.41 through 177.435, as they may be amended, modified, or replaced from time to time with respect to the Facades as intended by the Minnesota Legislature.
20. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, heirs, and assigns, and in Owners, if more than one, shall be binding upon each Owner, jointly and severally, and on their successors, heirs, and assigns.

21. This Agreement may be amended only by the written agreement of all of the parties hereto; however, in the event any term or provision of this Agreement is found to be unenforceable or unlawful for any reason, said term or provision shall be void, but this Agreement shall continue in full force and effect and shall be construed and interpreted without reference to the void provision(s) unless a result of the void provision(s), the substance of this Agreement and/or the obligations of the respective parties are materially changed, in which case the entire Agreement shall be void.
  
22. In the event of a dispute between City and Owner regarding the sufficiency of any improvements performed as contemplated hereunder as to whether said improvements have been performed in accordance with the plans and specifications approved by City and otherwise in conformance with the program and design requirements, the determination of City shall be conclusive.
  
23. Owner, and each of them if more than one, jointly and severally, agree to indemnify, defend, and hold City harmless of and from all liabilities and claims of liability arising out of this Agreement, including but not limited to claims arising out of the construction work to be performed, and the relationships between Owner and contractors. If the City has to commence litigation or take any other action to enforce this agreement, Owner shall pay City's reasonable attorney's fees and all other costs associated with any such required action.
  
24. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota and any action arising out of this Agreement shall be instituted and maintained exclusively in District Court, Meeker County, Minnesota, which shall have exclusive jurisdiction over the parties and the subject matter of such litigation.
  
25. City shall record this Façade Contract or a Memorandum of this Façade Contract and a declaration, or declarations, in the form as **Exhibit B** and all amendments thereto, indicating that City's interest in the License Property is subject to the provisions of this Agreement.
  
26. The recitals on pages 1 and 2 are hereby incorporated into this agreement.

This Agreement shall be effective immediately upon execution by the last of the parties hereto to execute the same and shall run with the land until the expiration of the term.

**LICENSE HOLDER:**

CITY OF LITCHFIELD

By: \_\_\_\_\_  
 Dave Cziok, City Administrator

Date: \_\_\_\_\_

**OWNER:**

\_\_\_\_\_ (name)

By: \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF MEEKER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_, by (business/individual) \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF MEEKER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,  
by Dave Cziok, as City Administrator, of CITY OF LITCHFIELD, a Minnesota municipal  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**General Fund Grant – Construction Grant Agreement**

**EXHIBIT B**  
**DECLARATION**

The undersigned has the following interest in the real property legally described in Exhibit A attached hereto and all facilities situated thereon (the "Restricted Property"):

*(Check the appropriate box.)*

a fee simple title

a lease

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is subject to that certain Façade Contract dated \_\_\_\_\_ by and between \_\_\_\_\_ and the City of Litchfield and those provisions, requirements, restrictions and encumbrances contained in the "General Fund Grant Agreement Construction Grant for the \_\_\_\_\_ Project" dated \_\_\_\_\_, 20\_\_\_\_, between the \_\_\_\_\_ and the \_\_\_\_\_. The Restricted Property shall remain subject to such provisions, requirements, restrictions, and encumbrances for 125% of the useful life of the Restricted Property or until the Restricted Property is sold pursuant to the terms of the Grant Agreement at which time it shall be released therefrom by way of a written release in recordable form signed by the Commissioner of [Insert the name of the State Entity that provided the grant], and such written release is recorded in the real estate records relating to the Restricted Property.

(SIGNATURE BLOCK AND ACKNOWLEDGMENT)

\_\_\_\_\_  
(Owner name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

This forgoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ the \_\_\_\_\_ [insert name and title of first signatory], and \_\_\_\_\_, the \_\_\_\_\_ [insert name and title of second signatory], respectively, of the \_\_\_\_\_, a \_\_\_\_\_, [insert name and description of the entity receiving the funds].

\_\_\_\_\_  
Notary Public

This Declaration was drafted by:  
[insert name and address]

Exhibit A to Declaration

LEGAL DESCRIPTION OF RESTRICTED PROPERTY

DRAFT

COUNCIL MEMBER CARLSON  
REQUEST

January 8, 2026

Dave,

At our next meeting, I would like to discuss with the council the resolution that was passed to help add back in 8 more basketball backboards/hoops to the LARC.

John

FUTURE LEAGUE TRAINING



## Memo to Council

**Date:** *January 16, 2026*

**Meeting Date:** *January 20, 2026*

**From:** *Administrator Cziok*

**Subject:** *Future League Training*

### Discussion

Administration met with Aime Gourley and Jim Prosser. They would like to make a transition from "training" to a more real-world exercise. Jim would like to work with department head staff to organize a presentation to council. Following that presentation, he would like to facilitate a "to do list" with council.

At this time there is no action to take. We will be looking to schedule a work session in March to work with Jim.

ADDITIONAL ITEMS

# ANNOUNCEMENTS

WORK SESSION

# COUNCIL WORK SESSION AGENDA



JANUARY 20<sup>TH</sup>, 2026 4:15PM

COUNCIL CHAMBER OF CITY HALL  
126 N MARSHALL AVE, LITCHFIELD MN 55355

## A. Review of Vacancies 4:15pm

Material has been provided to show existing vacancies.

## B. Hiring Calendar 4:45am

A schedule has been provided to show possible timeline related to hiring.

## C. Next Step 5:00pm

Administration will review future action items with the council.

Overall, I'd like the council to have a conversation about the benefits of having not filled these positions. The work is being done, and the rate/taxpayers are the real winner until they are filled. Eventually, these positions need to be filled as some of them put or will put a load on other employees.

## **Code Enforcement Officer**

### **Left open following Jim's passing**

This position is being filled by consent with Meeker County. This could be a short, middle, or long-range solution. The council will discuss positives and negatives with hiring on January 20th.

**Sense of urgency 3/5**

## **Liquor Store Clerk**

### **Left open for manager to fill**

This position has been discussed with liquor management since hired. Until the department is ready to make a recommendation it will remain unfilled.

**Sense of urgency 2/5**

## **LARC Maintenance Tech**

### **Left open until needed**

Maintenance needs at the brand-new facility just aren't needed yet at this time. The work is being done by existing and part time staff. At some point in the future when equipment starts to break down, use of full-time position will be needed. It remains in the budget for transparency reasons.

**Sense of urgency 2/5**

# Power Plant Foreman

## Filled by Operations Engineer Mike Geers

There was a period of time in which the new generators were being used more than the old generators and there just wasn't a need for this position. Currently this work is coordinated by Mike and share with a rotating staff. This work will likely be assigned to a new position in the future when needed.

**Sense of urgency 2/5**

# Assistant Line Foreman

## Vacant since 2023.

This department would be best served by 3-4 staff members. Two exist today. It is likely that our pay scale is problematic for receiving more applications. Most of those interviewed can find higher pay elsewhere. We will likely engage with MMUA soon for assistance. Meeker Energy has and continues to assist with emergencies.

**Sense of urgency 5/5**

# Lineman

## Advertised for approximately 4 years now

Same discussion points above. Urgency is very high for 1 and not as urgent for other. Would prefer to fill above first.

**Sense of urgency 4/5**

# Community Engagement Tech

## New position authorized by council unfilled

This position has remained a second tier need of sorts. Other positions within the public works and city hall retain a higher priority. With a new position there are no tasks yet assigned to others. Most unspent dollars benefit the community reinvestment fund.

**Sense of urgency 3/5**

# Park Foreman

## This position was authorized by council when considering LARC management.

This work is being assigned to Chadd Benson as has been the case in the past. As we continue to monitor the needs of the LARC this position may be adjusted or assigned elsewhere.

**Sense of urgency 2/5**

# Pro Shop Associate

## This position was vacated in 2025.

The golf course task force should be making a recommendation to council on this one. The format may change or stay the same. Regardless the work needs to be accomplished in 2026.

**Sense of urgency 4/5**

# Non-vacant Positions:

## New City Hall Position

We pursued this in 2025 as a City Clerk / Communication Director. The other discipline that is warranted is human resource expertise. If filled this would need to be added to the 2027 budget.

**Sense of urgency 2/5**

## Office Supervisor

As our current office supervisor transitions into full retirement, we need to provide leadership for our accounting and customer service positions.

**Sense of urgency 4/5**

## Finance Director

The clock continues to tick for our assistant administrator who also performs the functions of a finance director. While extremely important, other positions and departmental leadership need to be solidified prior to pursuing this replacement.

**Sense of urgency 2/5**

## Wastewater Operator

As the next upgrade becomes operational an additional staff person will be needed. The current timeline is 2028-2029 for the commissioning of the next system.

**Sense of urgency 1/5**

# Fastest Possible Hiring Time Frame

1st Half of 2026	min	max
Building Inspector	\$ 15,000.00	\$ 95,000.00
City Planner	\$ 62,000.00	\$ 80,000.00
Office Lead	\$ 62,000.00	\$ 80,000.00
Pro Shop Associate	\$ 24,000.00	\$ 56,000.00

2nd Half of 2026	min	max
Asst Line Superintendent	\$ 88,000.00	\$ 99,000.00
Lineman	\$ 77,000.00	\$ 88,000.00
IT specialist	\$ 76,000.00	\$ 95,000.00
LARC Maintenance Tech	\$ 47,000.00	\$ 56,000.00
Liquor Store Clerk	\$ 47,000.00	\$ 56,000.00

1st Half of 2026	min	max
Finance Director	\$ 94,000.00	\$ 105,000.00
Power Plant Foreman	\$ 77,000.00	\$ 95,000.00
Park Foreman	\$ 77,000.00	\$ 95,000.00

2nd Half of 2026	min	max
WW Operator	\$ 63,000.00	\$ 72,000.00

## Key

Current Vacancies
Realignment of Duties
Potential add
Future replacement

# THE **Balanced Decision Process**

*Effective and enduring public policy decisions are the result of a disciplined process that promotes vigorous and transparent debate of complex issues.*

## A BALANCED APPROACH TO DECISION-MAKING

Elected officials are responsible for a full spectrum of decisions – some routine and ministerial – but others that are complex and often controversial. The Balanced Decision Process model provides an outline that can be used for these complex decisions. This model requires rigorous application of process discipline that separates decision-making for complex issues into three distinct elements:

- 1. Process discussion** – where agreement is reached on the process and information that will be necessary to assure high quality and timely discussion of policy issues.
- 2. Policy discussion** – where information is reviewed, analyzed and discussed with the goal of clarifying questions and information prior to a final decision action. The policy discussion includes establishing and refining policy goals and a thorough discussion of the advantages and disadvantages of the options and policy implications of each.
- 3. Decision discussion** – where, with all the information available, final agreement is reached on the policy after a thorough and vigorous debate based on policy information and data gathered as part of the process.



This model recognizes and enhances the need for vigorous debate of policy issues. Public confidence in decisions made by policymakers is strengthened when the public sees that an open discussion and debate has occurred. Building public support requires clear disclosure of advantages and disadvantages of issues under discussion.

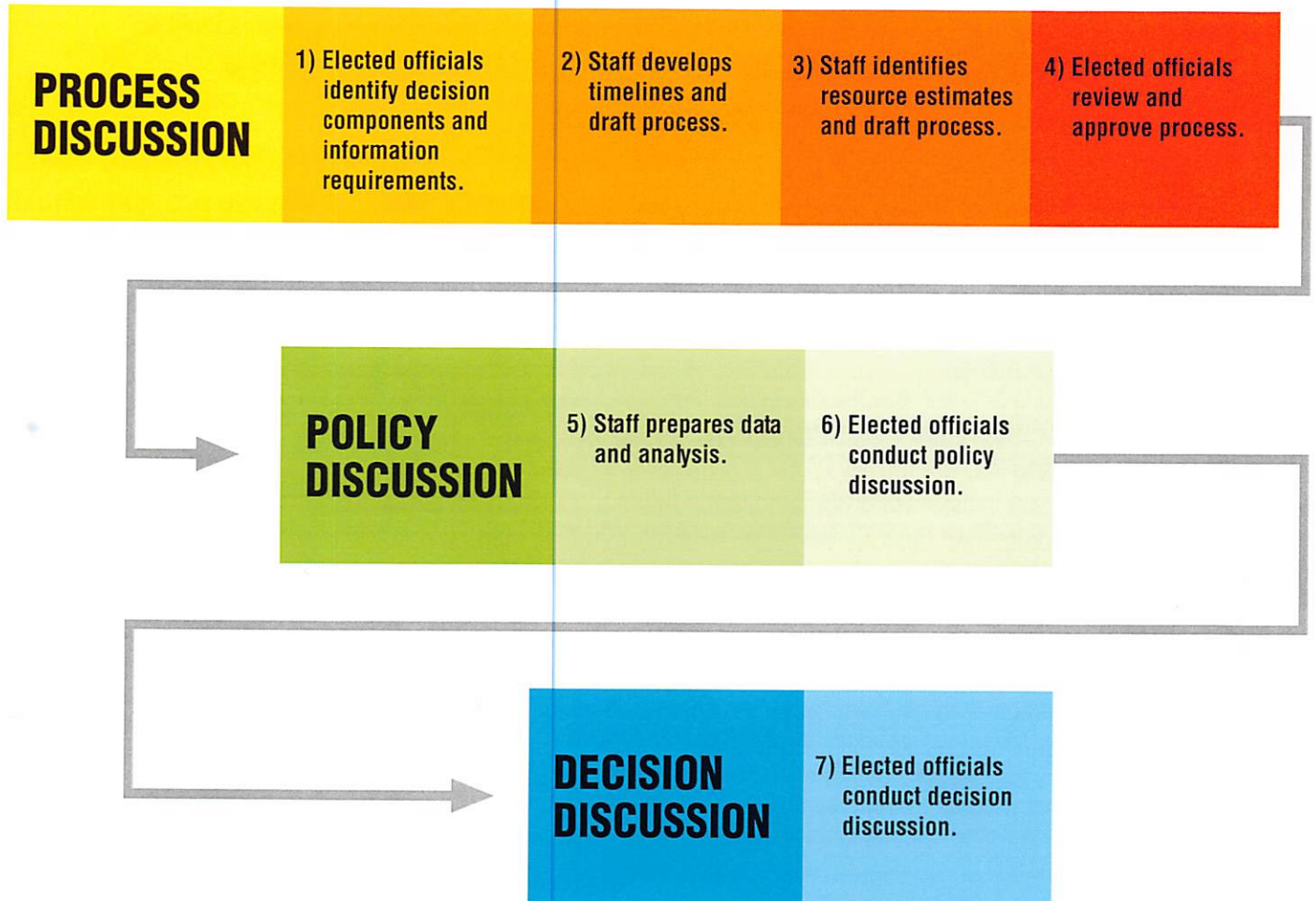
By mapping out the process of decision-making into clear and definable steps, complex decisions can be tackled in doable, bite-sized decisions, retaining agreement among policymakers along the way. Separating elements of the decision-making process allows for substantive and focused discussions at each of the critical steps.

Finally, delaying taking positions on policy questions until all the facts are in permits a more open policy discussion and improves the quality of the final policy decision. The process also respects the need for various levels of public participation in different types of decisions. Some decision-making that involves difficult issues with important fiscal or other impacts on residents may benefit from public input at more than one stage in the process.



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# Balanced Decision Process



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*Consistent application  
of a disciplined decision-making process  
promotes not only good public policy  
but public trust as well.*

Process Discussion Phase			
STEP	DESCRIPTION	KEY QUESTIONS	ASSIGNMENT
<b>ONE</b> Identify decision components and information requirements	<ol style="list-style-type: none"> <li>1. Identify "bite-sized" decision points.</li> <li>2. Identify questions to be answered as part of each decision point and what information and data is needed to respond to questions.</li> </ol>	<ol style="list-style-type: none"> <li>1. What are appropriate decision points?</li> <li>2. What questions need to be answered to make a decision?</li> <li>3. What information and data is needed to respond to questions?</li> </ol>	Elected Officials
<b>TWO</b> Develop timeline/draft process	<ol style="list-style-type: none"> <li>1. Identify timeline required to make final decision considering factors like project/issue demands, time required to prepare data and to conduct quality policy debates.</li> </ol>	<ol style="list-style-type: none"> <li>1. Have we permitted sufficient time to gather and process information?</li> <li>2. Do we have external requirements for decision timing (i.e. statutory deadlines, developer timelines, etc.)?</li> <li>3. Will timing of public input be impacted by need to get data and information prior to scheduling public involvement?</li> </ol>	Staff
<b>THREE</b> Identify resource estimates and draft process	<ol style="list-style-type: none"> <li>1. Develop estimates of time and cost to provide data and information requested by decision-makers.</li> <li>2. Draft process.</li> </ol>	<ol style="list-style-type: none"> <li>1. Can existing staff provide information? If so, what time will be required given existing workload?</li> <li>2. If outside assistance is needed, are budgeted funds available?</li> </ol>	Staff
<b>FOUR</b> Review and approve process	<ol style="list-style-type: none"> <li>1. An initial process identifying component decisions, decision questions, data/information to be provided, resources (cost and time) required to provide data/information and a timeline is prepared for review, refinement and final approval as refined by policymakers.</li> <li>2. Establish agreement on policy and decision discussion.</li> <li>3. Process may be amended by policymakers from time to time as needed to reflect current issues.</li> </ol>	<ol style="list-style-type: none"> <li>1. Can policymakers agree on process as outlined?</li> <li>2. What rules will apply to policy discussions (time of discussion, participation<sup>1</sup>, will consensus rules apply or simple majority)?</li> </ol>	Elected Officials
Policy Discussion Phase			
STEP	DESCRIPTION	KEY QUESTIONS	ASSIGNMENT
<b>FIVE</b> Prepare data and analysis	<ol style="list-style-type: none"> <li>1. Conduct studies, gather data and prepare information requested.</li> <li>2. Prepare "unvarnished" analysis of advantages and disadvantages of various decision options.</li> </ol>	<ol style="list-style-type: none"> <li>1. Do studies, data, and information respond to decision questions?</li> <li>2. If not, what additional information should be provided?</li> <li>3. Is analysis balanced and does it fully disclose advantages and disadvantages?</li> </ol>	Staff
<b>SIX</b> Conduct policy discussions	<ol style="list-style-type: none"> <li>1. Policy discussions occur as scheduled and in accord with agreed upon rules.</li> <li>2. Policy discussions focus on vigorous debate of advantages and disadvantages of various options and not on support of particular positions. Policy goals are established and refined.</li> <li>3. Any need for additional information/data as appropriate is identified.</li> <li>4. No policy decisions made at meeting.</li> </ol> <p>(Note this meeting may need to be repeated if additional information or data is determined to be needed).</p>	<ol style="list-style-type: none"> <li>1. Are we following rules as agreed upon?</li> <li>2. After discussion have we determined that additional data or information is needed?</li> <li>3. Are we ready to conduct a decision discussion at subsequent meeting?</li> <li>4. Have we clearly identified the advantages and disadvantages of decision issues?</li> </ol>	Elected Officials
Decision Discussion Phase			
STEP	DESCRIPTION	KEY QUESTIONS	ASSIGNMENT
<b>SEVEN</b> Conduct decision discussion	<ol style="list-style-type: none"> <li>1. Decision discussion occurs as scheduled and in accord with agreed upon rules.</li> <li>2. Positions and basis of positions are debated with focus on developing consensus.</li> <li>3. Advantages and disadvantages of various positions clearly disclosed and discussed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Have we clearly and openly discussed the critical elements to this decision?</li> <li>2. Have we clearly discussed and disclosed the advantages and disadvantages of issues?</li> </ol>	Elected Officials

<sup>1</sup> For example will public be invited to speak at each policy and decision discussion? Will policy and decision discussion be unregulated, time limits, etc.?

## Process Rules and Recommendations

- 1.** The key to success of this model is applying discipline to each step of the process. This means that policymakers need to agree to the process and agree to “self-enforce” the rules as agreed upon at each step. Proceeding from one step to the next without agreement on accomplishment of that step will lead to failure.
- 2.** Process, policy, and decision discussion should be clearly separated. This separation should be noted on agendas and is most effective if separated by date. This means if a discussion is scheduled for process development or review, discussion on the substantive policy should be ruled out of order.
- 3.** Regularly scheduling time to review, update and adjust the process and the timeline is recommended.
- 4.** It is often useful to provide regular informational updates on projects (including community feedback) as part of the agenda for regular elected board meetings. However, policy or decision discussions should not occur at the same time that the updates are provided. This will avoid confusion or mixing of those different elements.
- 5.** Most major policy decisions can and should be broken into “bite-sized” chunks, and separate policy decision discussions should be scheduled accordingly. As an example, a decision regarding redevelopment can include separate (but clearly related) decisions on goals, target redevelopment area, type of new development desired, developer selection, how to communicate and involve the public in the process, developer concept review, terms of development agreement, project timing, etc.
- 6.** Reaching agreement on how to most effectively debate issues is critical. Some communities adopt guidelines ahead of meetings in order to assure that all of the questions, concerns, reasoning, and eventually, positions of the policymakers are heard in a respectful fashion. Establishing these guidelines ahead of the actual discussion is most effective.
- 7.** The traditional model of public involvement in decision-making is to communicate to the public after a decision is made. Typically the traditional model includes a focus on how the decision reflects the best interest of the community. The experience of a growing number of communities indicates that while communicating to the public after a decision is made is necessary, it is no longer sufficient to gain public support. Timely, high quality public feedback during the decision process is almost always required to assure a high quality decision. Preparing a communications plan to assure the public has adequate information prior to a decision is important, and periodic and timely public involvement is a key to success.



**Prosser Public Advisors**

Value-Based Governance Consulting

LLC

# ADJOURNMENT