



Request for City Council Action

DEPARTMENT INFORMATION

| | | |
|------------------------|---|-----------------------|
| ORIGINATING DEPARTMENT | REQUESTOR: | MEETING DATE: |
| Administration | City Clerk Etzel | February 9, 2026 |
| PRESENTER(S) | REVIEWED BY: | ITEM #: |
| Consent | City Administrator/Finance Director Flaherty City Attorney Kendall | 3.6 – Grant Agreement |

STRATEGIC VISION

| | |
|----------|--|
| MEETS: | THE CITY OF OTSEGO: |
| X | Is a strong organization that is committed to leading the community through innovative communication. |
| | Has proactively expanded infrastructure to responsibly provide core services. |
| | Is committed to delivery of quality emergency service responsive to community needs and expectations in a cost-effective manner. |
| | Is a social community with diverse housing, service options, and employment opportunities. |
| | Is a distinctive, connected community known for its beauty and natural surroundings. |

AGENDA ITEM DETAILS

| | |
|--|-------------------------------|
| RECOMMENDATION: | |
| City staff are recommending that the City Council accept a Polling Place Accessibility Grant Program Agreement. | |
| ARE YOU SEEKING APPROVAL OF A CONTRACT? | IS A PUBLIC HEARING REQUIRED? |
| Yes | No |
| BACKGROUND/JUSTIFICATION: | |
| <p>2023 Minnesota Laws, Chapter 62, Article 1, section 6 appropriated \$500,000 for the Secretary of State to make grants to counties and municipalities to improve access to polling places for individuals with disabilities and to provide the same opportunity for access and participation in the electoral process, including privacy and independence, to voters with disabilities as that which exists for voters with no disabilities. Funds may be used to purchase equipment or to make capital improvements to government-owned facilities. This is a one-time appropriation and is available until June 30, 2027.</p> <p>The Office of Minnesota Secretary of State worked in consultation with the office’s Disability Advisory Council for feedback and to prioritize need to best allocate the available funds. As a result, improving access to buildings was given the first priority.</p> <p>Jurisdictions were to be limited to \$20,000 of grant awards, however applications exceeded the total grand funds appropriated by the legislature and in some instances, adjustments were made to award amounts following a review of the eligible expenses in the application. City staff submitted an application for an ADA button to allow voters access to the main entrance through City Hall’s two doors. The estimated cost for installation for two ADA compliant push buttons and to install wiring to connect to the City’s door access system is \$9,002.04. The City has been approved for a grant amount of \$4,441.92 to implement ADA accessibility. If the City accepts the grant, work needs to be completed by the November 3, 2026, General Election.</p> <p>The Administrative Subcommittee reviewed this request at its January 14, 2026, meeting and recommends consideration of approval by the City Council. The City Attorney has reviewed the 2025 Polling Place Accessibility Grant Program Agreement.</p> | |

SUPPORTING DOCUMENTS ATTACHED:

- **Grant Award Letter**
- **Grant Agreement**

POSSIBLE MOTION

PLEASE WORD MOTION AS YOU WOULD LIKE IT TO APPEAR IN THE MINUTES:

Motion to accept a 2025 Polling Place Accessibility Grant in the amount of \$4,441.92 and to approve a grant program agreement between the City of Otsego and the State of Minnesota.

BUDGET INFORMATION

| FUNDING: | BUDGETED: |
|--|-----------|
| General Fund – City Hall/PW Building (41945) | No |

2025 Polling Place Accessibility Grant

Grant Award Letter

Jurisdiction: City of Otsego

Home County: Wright County

The 2025 Polling Place Accessibility Grant application submitted by City of Otsego has been reviewed and approved for a grant award in the amount of \$4,441.92 to implement the first priority project(s) outlined in the project proposal.

Applications for first priority categories exceeded the total grant funds appropriated by the legislature (\$500,000.00). Therefore, all first priority grant awards have been pro-rated, and no second priority grant applications were approved.

Grant contracts are being prepared and will be sent for signature via email over the next few weeks.

In some instances, adjustments were made to the award amount following a review of the eligible expenses in the application. If that applies to your jurisdiction, those adjustments will be listed below.

- approved item 1 in the grant application

Wolid Ahmed

*State Program Administrator
Office of the Minnesota Secretary of State*

12/15/2025

Date

**Jurisdiction information, award amount, and digital signatures reflected on this Grant award form were transposed from the approved application document. Timestamps of these signatures can be found within the application in Foundant that specify the name and date of the signatory.*

**STATE OF MINNESOTA
2025 POLLING PLACE ACCESSIBILITY GRANT PROGRAM AGREEMENT**

This Agreement (hereinafter "Agreement") is made between the State of Minnesota, (hereinafter, "State", or "Grantor") acting through its Secretary of State, Veterans Service Building, Suite 210, 20 W 12th Street, Saint Paul, MN 55155 ("State") and City of Otsego, 13400 90th Street NE Otsego, MN 55330 ("Grantee").

Recitals

- 1 Under Minnesota Laws 2023, Chapter 62, Article 1, section 6, Grantor is authorized to distribute funds to counties and municipalities to improve access to polling places for individuals with disabilities and to provide the same opportunity for access and participation in the electoral process, including privacy and independence, to voters with disabilities as that which exists for voters with no disabilities. Funds may be used to purchase equipment or to make capital improvements to government-owned facilities. Grantee is a county or municipality in the State and thus empowered to apply for the funds requested in this Agreement. Grantee submitted a grant application and State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State and in accordance with all federal and state laws authorizing this grant. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this grant.
- 3 Grantee is responsible for the administration of elections in the area under their jurisdiction.

Agreement

1 Effectiveness of Agreement

1.1 Effective date: December 1, 2025, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Grantee agrees to apply for reimbursement of costs only for those costs identified in the grant application ("Approved Expenses"), attached here as Exhibit A. Per Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully approved and executed; Grantee has been notified by State's Authorized Representative that they are in compliance with the terms of this Agreement; and Grantee submits appropriate documentation of the expenses incurred in furtherance of the Approved Expenses.

1.2 Expiration date: June 30, 2027, or until all funds have been expended, whichever is later.

1.3 Survival of Terms. The following clauses survive the fulfillment of this Agreement: 2.5. Reporting Requirements; 4. Consideration and Payment; 8. Liability; 9. Audits and Reports; 10. Government Data Practices; 12. Property and Casualty Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Grantee's Duties

2.1 Activities. Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1) and will apply for reimbursement of funds only for expenses in furtherance of the Approved Expenses, which are set forth in Exhibit A of this Agreement. The Chief Election Official of Grantee is responsible for fulfilling all requirements of Grantee under this agreement.

2.2 Award. Grantee is hereby allocated up to \$4,441.92 for reimbursement of expenses in furtherance of the Approved Expenses.

2.3 Expenditures. Grantee will apply for reimbursement only for expenses in furtherance of the Approved Expenses. Expenses must be incurred no later than October 31, 2026.

2.5 Reporting Requirements. Grantee shall report to the State's Authorized Representative as specified in this Agreement.

2.5.1 Reimbursement. Grantee shall submit receipts and invoices in the format determined by the State that show the amounts paid for the expenses for which they are requesting reimbursement and the specific goods and services purchased, which shall be in furtherance of the Approved Expenses. Grantee shall submit with those receipts and invoices a sworn statement attesting to the specific Approved Expenses to which the receipts and invoices relate. Reimbursement requests must be submitted within 60 days after the final project expenses are incurred, but no later than December 30, 2026.

2.5.2 Other Requirements. Grantee must maintain financial records for each grant as outlined in Section 2.6 and must transmit those records to the secretary of state within two business days upon request of the secretary of state.

2.5.3 Evaluation. State shall have the authority to conduct any evaluation of the performance of Grantee that the State deems necessary in its sole discretion, including, but not limited to, site visits, interviews with grantee program staff, and obtaining and reviewing all documentation related to the grant.

2.5.4 Requirement Changes. State may modify or change all reporting forms at their discretion.

2.6 Accounting Requirements - Fiscal Control and Accounting Procedures. Grantee's fiscal control and accounting procedures must be sufficient to:

- a) Permit preparation of reports required by this Agreement,
- b) Permit the tracing of funds to a level of expenditures adequate to determine that funds have not been used in violation of this agreement, and
- c) Support accounting records through source documents, such as: cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements.

3 Time

Grantee must comply with all the time requirements described in this Agreement.

4 Consideration and Payment

4.1 Consideration. The State will make an award to Grantee under this Agreement as follows:

- (1) **Grant Award.** Grantee will be awarded the amount listed in paragraph 2.2 of this Agreement.
- (2) **Total Obligation.** The total obligation of State to Grantee under this Agreement will not exceed the amount listed in paragraph 2.2 of this Agreement.

4.2 Fiscal Requirements. Grantee shall report to the State as provided by paragraph 2.5 of this Agreement.

4.2.1 Financial Guidelines. Grantee's eligible expenditures under this Agreement must be specifically incurred by Grantee. Grantee will report on all expenditures pertaining to this Agreement as provided in paragraph 2.5.

4.2.2 Records. Grantee must retain all financial records for a minimum of six (6) years after all funds have been expended, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the Grantee and State, whichever is later, and comply with all other retention and access requirements for records provided in the jurisdiction's retention schedules. In addition, Grantee must maintain records sufficient to report expenditures made during the term of this Agreement upon request of the State.

4.3 Payment Invoices. State will reimburse expenses that have been documented in accordance with Section 2 in furtherance of the Approved Expenses to an account of Grantee within 30 days after the state receives and approves the reimbursement.

4.4 Conditions. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with statutory or Agreement requirements.

5 Satisfaction

All duties required of and agreements or assurances provided by Grantee in this Agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6 Authorized Representative

State's Authorized Representative is Paul Linnell, Director of Elections, Veterans Service Building, Suite 210, 20 W 12th Street, Saint Paul, MN 55155, 651-556-0647, or his successor, and has the responsibility to monitor Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative is Audra Etzel, City Clerk, 13400 90th Street NE Otsego, MN 55330, or their successor.

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Agreement Complete

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

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

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

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

8 Liability

Grantee must indemnify, save, and hold State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by State, arising from the expenditures of the funds provided by this Agreement by Grantee or Grantee's agents or employees. Grantee agrees to hold State harmless and to pay any fines or penalties, should the expenditures of Grantee be found to be improper in an audit of any kind.

9 Audits and Reports

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the

State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the expenditure of all funds provided under this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. In addition, Grantee must report expenditures made during the term of this Agreement upon request of the State, and must make the reports described in this agreement stating expenditures during the current or most recently ended periods as directed by State.

10 *Government Data Practices*

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

11 *Workers' Compensation*

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

12 *Property and Casualty Insurance*

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for devices or systems acquired using funds provided under the Agreement. The insurance limit shall be equal to the replacement cost of any equipment purchased with funds from this Agreement. Any deductible shall be the sole responsibility of Grantee.

13 *Governing Law, Jurisdiction, and Venue*

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

14 *Data Disclosure*

Under Minnesota Statutes, § 270.66, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 *Termination.*

State may immediately terminate this Agreement with or without cause, upon 30 days' written notice to Grantee. Grantee may terminate this agreement upon 30 days written notice to State. Reporting requirements will continue as necessary to complete reporting for the reimbursements requested or paid prior to the termination of the Agreement.

16 *Grantee Procurement*

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing items or equipment with funds subject to this Agreement.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, §§ 16A.15 and 16C.05.

Signed: *Jennifer Kunz*

Date: *1/8/2026*

Agreement No. *281533/AD5379*

2. GRANTEE (Local Jurisdiction)

Grantee certifies that the appropriate person(s) have executed the Agreement t on behalf of Grantee as required by applicable resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE (Office of the Secretary of State)

By: _____
(with delegated authority)

Title: Director of Elections

Date: _____

Distribution: Grantee
State's Authorized Representative

2025 Polling Place Accessibility Grant Proposal Form

| | |
|---------------------|----------------|
| Organization | City of Otsego |
|---------------------|----------------|

Instructions

Please complete the proposal template below, then attach this document to your Foundant application as supporting documentation for your complete application. This information will help the grant committee review your complete request for funds to support improvements to polling places and/or voting services for voters with disabilities, according to 2023 Minnesota Laws, Chapter 62, Article 1, section 6.

Project Description

The City of Otsego City Hall does not have ADA compliant buttons to allow Voters to enter City Hall without assistance. We would like to install the ADA buttons the front doors (exterior and interior) so Absentee and Early Voting Voters can access City Hall independently.

Project Timeline

The project would start once approved and a contractor is available.
Our ID Department would need to coordinate to make sure the building remains secure upon installation.
Finish prior to November 2026 general election.

This Project Addresses the Grant Priority By...

The ADA buttons would allow Voters to enter City Hall without having to have assistance, unless requested.

Estimated Budget

(add more rows as needed)

| Item #* | Item Descriptions (materials, known project fees, labor cost estimates) | Estimated Costs |
|-----------------------------|--|-----------------|
| | We are still waiting for the contractor to provide estimates | \$ |
| | ADA buttons/labor | \$ |
| | Electrician parts/labor | \$ |
| | IT security to City Hall once ADA buttons are installed | \$ |
| | Unknown items? | \$ |
| | | \$ |
| | | \$ |
| Estimated total cost | | \$20,000 |

*This item # should correspond to the item # listed in section 1A and/or section 1B in your Foundant application