

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 01.26.12

**RESOLUTION AUTHORIZING THE ST. JAMES MAYOR AND CITY
MANAGER TO ENTER INTO THE 2025 POLLING PLACE ACCESSIBILITY
GRANT PROGRAM AGREEMENT WITH THE STATE OF MINNESOTA**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF ST. JAMES, MINNESOTA, as follows:**

Section 1: The St. James Mayor and City Manager are hereby authorized and directed to sign the 2025 Polling Place Accessibility Grant Program Agreement with the State of Minnesota.

Adopted by the City Council this 20th day of January 2026.

Christopher Whitehead, Mayor

ATTEST:

Kristin Hurley, City Clerk

**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 St. James, 1205 6th Ave So. St. James, MN 56081 ("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 Minnnesota 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 \$9,311.11 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 Kristin Hurley, City Clerk Treasurer, 1205 6th Ave So. St. James, MN 56081, 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: Glenn Kueh
Date: 11/8/2026
Agreement No. 3B15301PD5376

2. GRANTEE (Local Jurisdiction)

Grantee certifies that the appropriate person(s) have executed the Agreement 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: _____

2025 Polling Place Accessibility Grant Proposal Form

Organization

City of St. James

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 St. James is proposing accessibility improvements at both of its polling locations for each voting ward in order to ensure equitable, independent access for all voters, including those with mobility or visual impairments.

Through feedback from election judges, city staff, and residents, the city identified several persistent accessibility barriers that impact voters access and comfort. The existing exterior entry doors at both ward polling locations are heavy and lack powered openers, creating difficulty for individuals using wheelchairs, walkers, or with limited upper body strength. In addition, exterior directional signage to guide voters to the correct polling location is limited and not fully compliant with ADA standards, causing confusion and requiring voters to request assistance.

To address these issues, the city will:

1. Replace two aging entry doors with ADA-compliant models that allow smooth, unobstructed entry;
2. Install automatic door openers with accessible push plates to enable independent entry and exit; and
3. Add clear, high-contrast, tactile, and Braille wayfinding signage for both polling wards to direct voters to registration, voting, and accessible routes.

These upgrades directly align with the priority focus areas identified by the Office of Minnesota Secretary of State by enhancing access to buildings where polling places are located and improving wayfinding for voters with disabilities.

The project's focus is on eliminating physical and informational barriers so that every voter in St. James, regardless of ability, can access the polling locations independently, confidently, and with dignity.

Project Timeline

Step 1: Project Authorization and Planning (10/2025 to 12/2025): Obtain city council resolution, confirm polling-place locations, secure contractor bids and cost estimates for the door replacements, automatic openers, and signage.

Step 2: Procurement and Contracting (1/2026 to 2/2026): Issue requests for proposals or quotes, evaluate bids, select contractor(s), execute contracts or agreements, submit required documentation to the grant system.

Step 3: Installation of Doors and Automatic Openers (3/2026 to 4/2026): Remove existing doors, install new ADA-compliant doors and automatic openers at both ward polling locations. Coordinate with building maintenance to minimize disruption.

Step 4: Wayfinding Signage Development and Installation (5/2026 to 6/2026): Design and approve signage (high-contrast/tactile/Braille), order fabrication, install signage for both polling locations and exterior way-finding pathways.

Step 5: Inspection, Training, and Public Communication (7/2026 to 8/2026): Ensure all systems function, train election judges and staff on new access features, communicate to voters about improved accessibility features.

Step 6: Ready for November 2026 Election (9/2026 to early 11/2026): All accessibility improvements fully implemented and operational in time for the general election.

This Project Addresses the Grant Priority By...

The City of St. James identified specific accessibility barriers at both of its polling locations, one location serving Ward 1 and the other location serving Ward 2, through feedback from election judges, voters, and city staff. Many voters with mobility impairments, seniors using walkers, and parents with strollers' struggle opening existing exterior doors due to their weight and lack of automatic openers. These doors also do not fully meet current ADA access standards.

Additionally, both polling locations have limited exterior directional signage. Voters unfamiliar with the layout sometimes require verbal and physical assistance to locate the correct polling room, which can compromise voter privacy and independence.

In response to these findings, the city prioritized improvements that align directly with the first-priority items identified in the Office of the Minnesota Secretary of State's Polling Place Accessibility Grant:

- Automatic/electronic door openers for entrances to government-owned facilities used as polling places; and
- Signage that improves access to buildings where polling places are located.

The proposed project will replace two outdated entry doors, install automatic door openers with accessible push plates, and add ADA-compliant wayfinding signage for both polling wards. These enhancements directly remove physical and informational barriers to access, ensuring that all St. James voters can navigate, enter, and participate in the voting process with the same privacy and independence as any other voter.

The city's intent is not only to meet minimum ADA requirements, but to exceed them by creating a welcoming and inclusive environment that supports full participation in civic life.

Estimated Budget

(add more rows as needed)

Item #*	Item Descriptions	Estimated Costs
1	Automatic Door Openers <i>Install <u>Tormax automatic powered door operators with remote button per door</u> to allow independent access for voters using wheelchairs, walkers, or with limited mobility. The cost includes wiring.</i>	\$4,080.00
2	Wayfinding Signage <i>Powder-coated aluminum high-contrast, tactile, and Braille signage on <u>metal posts with concrete footings mounted to ADA-recommended height</u> to guide voters to polling rooms and registrations areas, improving navigation and maintaining voter privacy.</i>	\$4,800.00
3	Replace Entry Doors <i>Replace existing exterior doors at Ward 1 and Ward 2 polling locations with ADA-compliant doors to improve accessibility and ease of entry for voters with disabilities with <u>aluminum storefront doors, panic devices being caulked to a finished state.</u></i>	\$9,990.00
Estimated total cost		\$18,870.00

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