BOARD AGENDA
BOARD OF WRIGHT COUNTY COMMISSIONERS
Tuesday, June 24, 2025

Tina Diedrick, District 1
Darek Vetsch, District 2
Jeanne Holland, District 3
Nadine Schoen, District 4
Robert (Kirby) Moynagh III, District 5

I. PLEDGE OF ALLEGIANCE

II. YEARS OF SERVICE EMPLOYEE RECOGNITION

A. 2025 Second Quarter Years Of Service Employee Recognition

III. MINUTES - DISPENSE WITH READING, APPROVE AS WRITTEN/REVISED

A. Approve Minutes from County Board Meeting (6-3-2025)

IV. REVIEW & APPROVAL OF AGENDA

V. CONSENT AGENDA

A. ADMINISTRATION

1. Approve and Authorize Signatures on wRight Choice Agreement with Court Services and ISD 877 for 2025-2026 School Year. This Lease References Space Currently Being Utilized Within The Justice Center

2. Authorize Board Attendance at AMC Fall Policy Conference and AMC Annual Meeting

B. FINANCE & TAXPAYER SERVICES

1. Approve Budget Amendment 36 - Highway IIJA Technical Assistance

2. Approve Reimbursement of the American Rescue Plan Act Funds (ARP) as Follows:
Approval of use of ARP funds from 01-099-493-8498
$119,579.00 1.11 Community Violence Interventions

3. Approve Request to Rehire One Full-time Staff Accountant

4. Acknowledge Warrant Disbursements Issued Between May 27 through June 15, 2025.

C. HEALTH & HUMAN SERVICES

1. Approve Tobacco License for NorthStar Regional Treatment Center

2. Approve Liquor License for:

   Temporary liquor license approval: Clearwater Legion
   Temporary liquor license approval: Clearwater Lions
   Annual: Olson's Truck Stop

3. Accept Opioid Settlement Advisory Council (OSAC) Member Resignation: Mikki Northuis

4. Approve New Liquor License for Deer Lake Orchard, 2025

D. HIGHWAY

1. Authorize Signatures of Support for Corridors of Commerce Readiness Funding Submittal

E. PLANNING & ZONING

1. Accept The Recommendation Of The Planning Commission To Rezone The Following Property: Skies Limit LLC - (Silver Creek Twp.) With A Unanimous Vote, The Planning Commission Recommends Approval To Rezone That Portion Of Tax Parcel 216-000-114100 From General Agriculture (AG)/Residential-Recreational Shorelands (S-2) To Urban/Rural Transition (R-1)/Residential-Recreational Shorelands (S-2) And The Western Portion From General Agriculture (AG)/Residential-Recreational Shorelands (S-2) To Agricultural/Residential (A/R)/Residential-Recreational Shorelands (S-2).

F. RECORDER

1. Approval of Township Registered Land Survey for RLS No. 52 located in Corrina Township

G. SHERIFF

1. Authorize the Jail Administrator to E-Sign the Joint Powers Agreement with the MN DOC for FY-2026 to hold Work Release (WR) Inmates.

2. Approve Back-Fill of Vacant Office Technician II

VI. TIMED AGENDA ITEMS

A. 9:05 AM - MIKE MACMILLAN - DIRECTOR OF COURT SERVICES

1. Approve Signature on JPA with the State of Minnesota Department of Corrections Pending Final Legal Approval

B. 9:10 AM - LINDSEY MEYER - FINANCE DIRECTOR

1. Approve Resolution 25-37 Performance Management, and Acceptance of the Performance Management Grant Application

2. County Drainage Authority is requested to consider and approve the proposed 2026 assessment tiers and interest rates for County Ditch Special Assessments.

   Staff Recommend the following assessment tiers and interest rates for 2026 drainage assessments:
   1 year $750 or Less 0 percent interest, no prepayment option
   7 years $750.01 - $10,000 5 percent interest, prepayment option
   15 years $10,000.01 & Over 5 percent interest, prepayment option

3. Approval of Large Group Assembly Permit for Up the Creek Bar and Grill Street Dance

C. 9:15 AM - MATT DETJEN -AGRICULTURE DRAINAGE & NATURAL RESOURCES SUPERVISOR

1. Schedule Public Hearing on Repair Report for County Ditch #19

D. 9:25 AM - CHAD HAUSMANN - HIGHWAY ENGINEER

1. Approve Offer to Sell and Memorandum of Conditions

2. Approve Resolution 25-38 for Highway Easement to MnDot on TH25

3. Authorize Purchase Agreement for PID #108-500-354300

4. Approve the addition of a 3,000 foot segment of CSAH 40 to Contract No. 25-01 with Knife River Corporation (2025 Pavement Preservation)

E. 9:30 AM - PUBLIC HEARINGS

1. PUBLIC HEARING - Updates To The Local Option Sales Tax Project List

F. 9:35 AM - CHAD HAUSMANN - HIGHWAY ENGINEER

1. Adopt Local Option Sales Tax Resolution # 25-36

VII. ITEMS FOR CONSIDERATION

A. ADMINISTRATION

1. Approve Revisions to the County Board of Commissioners Meeting Schedule

2. Take the Following Actions Related To The Purchase of PID 103069001040
1. Authorize Signatures on the Amended Purchase Agreement
2. Approve/Authorize County Administrator Kryzer to Sign All Necessary Documents for Purchase and Closing.
3. Authorized Funding and Budget Amendments For Purchase, Improvements, and Operations:
a. $1,125,000 From General Reserve Funds To Fund 01-100-000-0000-6605 For Purchase (Or balance of Settlement Statement)
b. $35,000 From General Reserve Fund To Fund 01-111-000-0000-6605 HVAC and Doors

c. $8,000 From General Reserve Fund To Fund 01-111-000-0000-6251, Utility Services

d. $5,000 From General Reserve Fund To Fund 01-111-000-0000-6251, Professional Service (Cleaning and Snow Removal)

e. $2,500 From General Reserve Fund To 01-111-000-0000-6419, Janitorial Supplies

3. Authorize Signature on Oracle Licensing Agreement

4. Recommend Appointment to the Metropolitan Water Supply Advisory Committee

B. COMMITTEE MINUTES

1. Approve Recommendations from the Aggregate Tax Committee (5-29-2025)

2. Approve Minutes from the Joint Ditch 15 Special Meeting (5-29-2025)

3. Approve and Adopt Recommendations from the Revisors Workgroup (05-29-2025)

4. Approve Minutes from the Budget Committee of the Whole Meeting (6-3-2025)

5. Approve and Adopt Recommendations from the Revisors Workgroup Meeting (06-10-2025)

6. Approve and Adopt Recommendations from the Ways & Means Committee Meeting (06-10-2025)

7. Approve Minutes & Recommendations from the County Board Workshop (6-10-2025)

8. Approve and Adopt Recommendations from the Personnel Committee Meeting (06-16-2025)

VIII. ADJOURNMENT

IX. WARRANTS ISSUED

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
JAE4296

Item Details

Board Action Requested (this is what will appear on the Agenda) *
2025 Quarter 2 Years Of Service Employee Recognition

Short Title (what will appear on Agenda outline - 250 character max.) *
2025 Quarter 2 Years Of Service Employee Recognition

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
Q2 2025 Years of Service.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY

Years of Service Recognition

COUNTY BOARD MEETING
JUNE 24, 2025
9:00 A.M.

25 YEARS

Michael Janckila, Information Technology

Julie Szarke, Health & Human Services

20 YEARS

Paula Thompson, Recorder

Paul Fladung, Sheriff

15 YEARS

Greg Kryzer, Administration

10 YEARS

Becky Lockwood, Court Services

Katie Loftus, Health & Human Services

Misty Thibodeaux, Information Technology

James O'Dell, Health & Human Services

Bradley Harrington, Parks & Recreation

Ellen Bizek, Health & Human Services

Annaleis Meyer, Attorney

Nathaniel Brown, Sheriff

Joseph Foy, Sheriff

Casey Henre, Health & Human Services

Edward Anderson, Court Services

5 YEARS

Simon Willard, Sheriff

Dustin Nicka, Highway

Frank Petitta III, Information Technology

Katie Peterson, Sheriff

Nick Hoffman, Sheriff

Brent Cornillez, Information Technology

EMPLOYEE SERVICE AWARDS ARE BASED ON THE ANNIVERSARY DATES THAT FALL BETWEEN APRIL 1, 2025 AND JUNE 30, 2025

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
BTP5489

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Minutes from County Board Meeting (6-3-2025)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes from County Board Meeting (6-3-2025)

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
6-3-2025 Wright County Board Meeting Minutes .docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

BOARD MINUTES

BOARD OF WRIGHT COUNTY COMMISSIONERS

Tuesday, June 3, 2025

DATE APPROVED: [DRAFT]

Tina Diedrick, District 1
Darek Vetsch, District 2
Jeanne Holland, District 3
Nadine Schoen, District 4
Robert (Kirby) Moynagh III, District 5

The Wright County Board met in regular session at 9:00 A.M. with Diedrick, Vetsch, Holland, Schoen, and Moynagh present.

Present were the following:
Board of Commissioners: Tina Diedrick
Jeanne Holland
Kirby Moynagh
Nadine Schoen
Darek Vetsch

PLEDGE OF ALLEGIANCE

At 9:01 a.m. Chair Darek Vetsch called meeting to order.

MINUTES - DISPENSE WITH READING, APPROVE AS WRITTEN/REVISED

A. Approve Minutes from County Board Meeting (5-20-2025)

At 9:01 a.m. Commissioner Tina Diedrick asked for changes moving forward with county board minutes to include the addition of the recommendations be included in the minutes.

Motion to approve minutes with Commissioner Diedrick's changes made by Diedrick and seconded by Moynagh

Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

At 9:04 a.m. Chair Vetsch spoke about the misinformation of the Department of Homeland Security and Wright County being declared a sanctuary county. Vetsch stated Wright County was included on the list in error and steps were being taken to have the county removed from the list on the DHS website.

REVIEW & APPROVAL OF AGENDA

At 9:05 a.m. Chair Vetsch requested the review and approval of the agenda.

Motion by Holland and seconded by Schoen

Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

CONSENT AGENDA

At 9:05 a.m. Chair Vetsch requested approval of the consent agenda

Motion at by Holland and seconded by Schoen

Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

A. ATTORNEY

1. **Consent for Expenditure from Forfeiture Funds- Donation to Parenting with Grace**

B. FINANCE & TAXPAYER SERVICES

1. **Acknowledge Warrants Issued Between May 13 and May 26, 2025**

C. HIGHWAY

1. **Approve Authorization for Additional Services with Stantec Consulting Services**

D. INFORMATION TECHNOLOGY

1. **Approval for IT to Create a Second Senior TSS Position to Address Increasingly Complex Tasks and Workloads. Approved by Personnel Committee on 4-24-25.**

TIMED AGENDA ITEMS

A. 9:10 AM - KAREN JOHNSON - EXTENSION EDUCATOR, LIVESTOCK - WRIGHT, MCLEOD, & MEEKER COUNTIES

1. **Adopt Resolution #25-35 Proclaiming the Matter Family Farm the 2025 Wright County Farm Family of the Year**

At 9:06 a.m. University of Minnesota Livestock Educator Karen Johnson, spoke on the Wright County Farm Family of the Year, the Matter Family. Chair Vetsch requested approval Resolution #25-35 proclaiming the Matter Family Farm The 2025 Wright County Farm Family of the Year.

Motion by Diedrick and seconded by Holland

Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

B. 9:15 AM - CARL NEWBANKS - INITIATIVE FOUNDATION

1. Initiative Foundation Presentation

At 9:15 a.m. Carl Newbanks of the Initiative Foundation spoke on projects the Foundation has assisted with in Wright County.

At 9:21 a.m. Commissioners Holland and Schoen spoke about the positive impact of Initiative Foundation.

C. 9:30 AM - CHAD HAUSMANN - HIGHWAY ENGINEER

1. Award Contract No. 25-04, CSAH 8 Bridge Replacement Project

At 9:21 a.m. Highway Engineer Chad Hausmann spoke on Contract 25-04, CSAH 8 Bridge Replacement Project. Chair Vetsch requested awarding the contract.

Motion by Schoen and seconded by Holland

Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

D. 9:40 AM - JAMI GOODRUM - HEALTH & HUMAN SERVICES DIRECTOR

1. HEALTH & HUMAN SERVICES CONSENT AGENDA

At 9:27 a.m. Health & Human Services Director Jami Goodrum spoke on the Consent Agenda. Chair Vetsch requested approval of Consent Agenda.

Motion by Diedrick and seconded by Holland

Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

i. Schedule Public Hearing for Wright County Ordinance 112: Cannabis Registration and Regulation

ii. Accept Mental Health Advisory Council (MHAC) Member Resignation:
1. Sandra Greninger, District 3

iii. Approve 2025 Liquor License for:
Cokato Town & Country Club (annual)
Norm's Wayside, Trails End Pub (annual)
Up the Creek Grill & Bar (annual)
Trails End Pub (annual)

Church of St. Mary of Czestochowa (temporary license)

Contingent on Pending Wright County Sheriff's Office, County Attorney's Office, and Local Township Approvals.

iv. Approve 2025 Liquor License for French Lake Liquor

2. HEALTH & HUMAN SERVICES TIMED AGENDA

i. HHS Director's Comments:
1. Child Care Assistance Program Allocation Increase

At 9:28 a.m. Director Goodrum spoke on the Child Care Assistance Program allocation. Commissioners Holland and Schoen spoke on the allocations.

ii. Approve 2026-2028 Community Health Improvement Plan

At 9:38 a.m. Wright County Health & Human Services Department staff gave a presentation on status on the Community Health Improvement Plan. Commissioners Holland and Vetsch praised the plan. Vetsch requested the adoption of the plan.

Motion by Holland and seconded by Moynagh

Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

ITEMS FOR CONSIDERATION

A. ADMINISTRATION

1. Set Agenda for Tuesday, June 10, 2025, County Board of Commissioners Workshop

At 9:23 a.m. - Chair Vetsch requested approval of the agenda for County Board Workshop.

Motion by Holland and seconded by Schoen

Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

2. Approve Revisions to the Regular County Board of Commissioners Meeting Schedule

At 9:24 a.m. County Administrator Greg Kryzer spoke on changes to the board meeting schedule. Vetsch requested approval of the revisions to the board schedule.

Motion by Holland and seconded by Schoen

Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0

For: Diedrick, Holland, Schoen, Moynagh, Vetsch

3. Schedule Public Hearing on Tuesday, June 24, 2025, at 9:30 A.M. to Update the Local Option Sales Tax (LOST) Transportation Project List

At 9:26 a.m. Chair Vetsch requested to schedule a public hearing on updates to the Local Option Sales Tax (LOST) Transportation Project list.

Motion by Moynagh and seconded by Holland

Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

B. COMMITTEE MINUTES

1. Approve Minutes from the Budget Committee of the Whole Meeting (5-20-2025)

At 9:26 a.m. Chair Vetsch requested acknowledgement of the Budget Committee of the Whole minutes. No vote was needed

ADJOURNMENT

At 9:47 a.m. Prior to adjournment Commissioner Holland spoke on Otsego groundbreaking for new fire department building. Commissioner Schoen spoke on Commissioners Holland's commitment.

At 9:48 a.m. Vetsch adjourned the meeting.

WARRANTS ISSUED

A. Warrants Issued

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Marc Mattice

Requestor Title
Assistant County Administrator; Property Services

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
MAM7693

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve and Authorize Signatures on wRight Choice Agreement with Court Services and ISD 877 for 2025-2026 School Year. This Lease References Space Currently Being Utilized Within The Justice Center

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve and Authorize Signatures on wRight Choice Agreement with Court Services and ISD 877 for 2025-2026 School Year. This Lease References Space Currently Being Utilized Within The Justice Center

Value Stream the request primarily aligns with:
Promote Safe and Healthy Communities

Briefly describe how the request aligns with the selected value stream.
wRight Choice is an alternative to out-of-school suspension for Wright County students in grades 6-12.

Describe the impact on staffing resources.
No changes based on this is a historical program

Fiscal Impact:
The lease rate is based on the most recent cost allocation provided by the Finance Department

Background/Justification:
wRight Choice is held at the Wright County Justice Center, 3700 Braddock Ave. NE, Buffalo, MN. The program is staffed with education professionals. The program serves a maximum of 12 students daily to ensure proper academic support.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
Wright Choice lease 25-26.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved To Agenda

County Administrator Review

County Administrator Decision

Notes

WRIGHT CHOICE LEASE AGREEMENT

This Lease Agreement is made by and between Wright County (hereinafter County) and Independent School District 877 (hereinafter District 877).

In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Lease of Property. The County hereby leases to District 877 1,065 gross square feet of space In the Wright County Justice Center.

2. Term. The Lease Agreement is for the months of August 11, 2025, through June 12, 2026.

3. Lease Payment.

   A. Wright County Court Services hereby agrees to pay the sum of $26,012.50 ($29.32 a square foot for10 months) for the leased space. One half ($13,010.75) shall be due by August 11, 2025, with the second half payment ($13,010.75) due by January 16, 2026.

   B. District 877 hereby agrees to reimburse Wright County Court Services for one- half of the annual rent ($13,010.75) due and payable by January 16, 2026.

4. Use of Subject Property. District 877 shall have the right to use the leased space for the "wRight Choice" Program. The space shall be available from 7:30 A.M. to 4:30 P.M., Monday through Friday; excluding holidays observed by the County. The leased space shall not be used for any other activity. It is hereby agreed that there will be no more than ten (10) students in the leased space. They must be supervised at all times.

5. Card Key Access. Employees of District 877 will be required to carry a Card Key Access issued by the Wright County Administration Department. It is only to be used by the individual to whom the card is issued. Staff substitutes will have to report to the Administration Department the morning they are to work to receive a "Temporary" card. All student participants In the Program will be required to use the front entrance to the Wright County Justice Center and shall be required to pass through Security before proceeding to the wRight Choice location.

6. Liability/ Indemnification. District 877 shall indemnify and hold the County harmless from all liability, claims, or actions related to injury or damage to person or property that may, in any manner, result from or arise out of use of Wright County property under this Agreement.

7. Insurance. District 877 shall maintain the following insurance products: Commercial General Liability with minimum limits of $1,500,000 each occurrence, $3,000,000 General Aggregate; Auto Liability with minimum limits of $1,500,000 combined single limit (CSL}; Worker's Compensation and Employer's Liability with minimum limits of bodily injury by accident: $500,000 bodily injury by disease: $500,000 each employee, bodily injury by disease: $500,000 policy limit; Professional Liability with minimum limits of $2,000,000 per wrongful act or occurrence, $4,000,000 annual aggregate. District 877 shall furnish an original Certificate of Insurance as evidence of required

coverage prior to this lease becoming effective. Wright County shall be named as Additional Insured on all except Worker's Compensation and Professional Liability.

8. Termination. This Agreement shall terminate automatically upon expiration of Its term as provided in Section 2 above. In addition, either party may terminate this Agreement by providing written notice at least thirty (30) days prior to the intended termination date. In the event District 877 fails to keep the specified insurance coverage in effect during the term of the agreement the County has the right to terminate the agreement by providing written notice at least ten (10) days prior to the intended termination date.

9. Amendment. All negotiations, considerations and understandings between the parties are Incorporated herein. This Agreement may be modified or amended only by a written amendment signed by representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Instrument the day and year indicated below.

INDEPENDENT SCHOOL DISTRICT 877

BY: _____
Ryan Tangen
Director of Finance and Operations

Date: 6/5/25

BY: _____
Mike MacMillan
Court Services Director

Date: _____

COUNTY OF WRIGHT

BY: _____
Darek Vetsch
Board Chair

Date: _____

BY: _____
Greg Kryzer
County Administrator

Date: _____

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg T. Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(●) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(●) Item for Consideration

Originator
GTK7344

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize Board Attendance at AMC Fall Policy Conference and AMC Annual Meeting

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize Board Attendance at AMC Fall Policy Conference and AMC Annual Meeting

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
Attendance at both AMC conferences will promote and assist in developing the AMC priorities for the 2026 Legislative Sessions

Describe the impact on staffing resources.
N/A

Fiscal Impact:
Registration fees for Commissioners to attend both AMC Conferences will be paid out of 100-000-0000-6335

Background/Justification:
Commissioner attendance at both AMC conferences will promote and assist in developing the AMC priorities for the 2026 legislative session. The AMC Fall conference is scheduled in Alexandria, MN on September 10-12, 2025. The AMC Annual Meeting is scheduled in Bloomington, MN on December 8-10, 2025.

Route for Review and Approval

- [x] Finance Review
- [ ] Legal Review
- [ ] Risk Mgmt Review
- [ ] Skip Workflow

Agenda Item Attachments (0)

Document Name	Attachment Type

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Lindsey Meyer

Requestor Title
Finance Director

Department (please use dropdown to select department) *
FINANCE & TAXPAYER SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
RJK8456

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Budget Amendment 36 - Highway IIJA Technical Assistance

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Budget Amendment 36 - Highway IIJA Technical Assistance

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Road projects

Describe the impact on staffing resources.
NA

Fiscal Impact:
Passing State Funds to the City of Clear water

Background/Justification:
IIJA Technical Assistance funding coming from State going to the City of Clear Water for Highway project 086-589-002 on CSAH 7. We received the funds in 2024 and will be remitting the payment out in 2025. This budget amendment is needed to pass these funds to the City for those project costs.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (2)

Document Name	Attachment Type
BA 36 2025 Highway_IIJA Money Received .pdf	Attachment
Status (40)- iija receipt with project number 2024 $30,000.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

2025 Budget Amendment Form

Request Type: Operating Line Item Request

Department: Highway Department BA

Justification: IIJA Technical Assistance funding coming from State going to the City of Clear Water for Highway project 086-589-002 on CSAH 7. We received the funds in 2024 and will be remitting the payment out in 2025. This budget amendment is needed to pass these funds to the City for those project costs.

Budget Year: 2025

Related Items

Revenues

Line Item	Description	Amount
03-320-000-0000-5911-000000	USE OF FUND BALANCE	$ 30,000.00
	(IIJA TECH FUNDING- PASS THROUGH TO CITY OF CLEARWATER)	
	TOTAL:	$ 30,000.00

Expenses

Line Item	Description	Cost
03-320-000-0000-6261-000000	PROFESSIONAL CONTRACTUAL	$30,000.00
	(086-589-002- PASS THROUGH TO CITY OF CLEARWATER)	
	TOTAL:	$ 30,000.00
	Net adjustment	-

Budget Tracking	
Finance Reviewed:	
Approval Required:	PERSONNEL
Committee Date:	
Board Approval Date:	
Posted Date:	

Minnesota Department of Transportation - Office of Finance

Inquire on Disbursements for 2024

County: 086-WRIGHT

Account: 414 - IIJA TECH SMCIT

as of 12/31/2024

Description	Partial / Final	Transfer / Payment	Payment Nbr	Trans Date	Paid Amount
086-589-002	PARTIAL	PAYMENT	1	01/31/2024	0.00
086-589-002	FINAL	PAYMENT	2	10/24/2024	30,000.00
					30,000.00

Main Report ID: Status

Sub Report ID: Disbursements

Print Date: 6/10/2025 9:19:28AM

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Heather Lemieux

Requestor Title
Assistant Finance Director

Department (please use dropdown to select department) *
FINANCE & TAXPAYER SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
HML7582

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Reimbursement of the American Rescue Plan Act Funds (ARP) as Follows:
Approval of use of ARP funds from 01-099-493-8498
$119,579.00 1.11 Community Violence Interventions

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Reimbursement of the American Rescue Plan Act Funds (ARP) as Follows:
Approval of use of ARP funds from 01-099-493-8498
$119,579.00 1.11 Community Violence Interventions

Value Stream the request primarily aligns with:
Promote Safe and Healthy Communities

Briefly describe how the request aligns with the selected value stream.
NA

Describe the impact on staffing resources.
NA

Fiscal Impact:
This is the distribution of Wright County's American Rescue Plan Act Funds.

Background/Justification:
The expenditures have been reviewed by the County's ARP Committee on June 09, 2025, for eligibility. The ARP Committee is recommending the request for reimbursement as listed above.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (0)

Document Name	Attachment Type

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Lindsey Meyer

Requestor Title
Finance Director

Department (please use dropdown to select department) *
FINANCE & TAXPAYER SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
LMM8602

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Request to Rehire One Full-time Staff Accountant

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Request to Rehire One Full-time Staff Accountant

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
This position is part of the Accounts Payable team, ensuring all vendors get paid in a timely manner, allowing County departments to conduct business. Additionally, this position is responsible for the oversight and processing of all procurement card expenses and employee expenses.

Describe the impact on staffing resources.

Fiscal Impact:
This position is currently included in the 2025 budget.

Background/Justification:
The position reviews 192 employee expense reports each month, which include procurement card transactions, totaling approximately $1.2M of county spend. This position monitors for policy adherence and works with cardholders alongside the card issuer when fraudulent transactions appear on their cards.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (3)

Document Name	Attachment Type
Staff Accountant Rehire.docx	Attachment
Staff Accountant JD.docx	Attachment
Staff Accountant Org.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
ADMINISTRATION

Position Backfill Request

Name of Department: Finance and Taxpayer Services

Department Head/Supervisor Lindsey Meyer/Kate Dahl

Position Title Staff Accountant

Date of Resignation: May 21, 2025

1. Will this position directly contribute to a county's strategic objective?
    a. Make Disciplined Investments for a Stable Future- Yes
    b. Continue Transparency and Empower Community Engagement-Yes
    c. Improve Operational Excellence- Yes

    This position provides support to departments of Wright County, business, and citizens to ensure transparency and operational excellence related to Accounts Payable payments ensuring all vendors/clients get paid in a timely manner and allowing County departments to conduct business.

    This position is the administrator for two county procurement cards systems issued to staff and works with departments setting up new users in both systems. They review all employee related expenses including the purchases using the county issued procurement cards. This position also reconciles and maintains county drainage accounting accounts.

2. How many FTE's does your department currently have budgeted for this position?

    FTE's 6

3. Is there a direct impact on Wright County's citizens?
    a. Yes or no, and please explain.

    Yes, this position sets up procurement card users, reviews all county employee expense purchases making sure they meet policy. A number of our vendors are also Wright County taxpayers, including businesses and residents/clients.

    The indirect impact of this position is also very important, ensuring timely payment out to all our vendors and employees, effectively 'keeping the lights on' for County departments to do what they do best.

4. Direct risk or cost for not backfilling this position?
    a. Yes or no, and please explain.
    Yes, Employee expenses, drainage reconciliations and invoices/payments could be delayed because of low staffing, which can cause late payment fees, tense vendor/employee relationships, and overall, more costly transacting.

5. Are there external funding sources tied to this position used?
    a. If yes – explain.

    Yes, a percentage of this staff time is included in the Indirect Cost Plan, which results in revenue from the federal government.

6. Key activity or performance indicators that show the need for this position?
    a. Show the statistical data specific to the position.
    - Contacting suppliers/departments: communicating with suppliers/departments to resolve issues, confirm details, and ensure smooth transaction flow.
    - Reviews on average 192 employee expense reports monthly with total spending at $1.2M (2024)

Row Labels	Sum of Report Total (USD)	Count of Report Number
⊟2024	1,218,583.83	2309
⊞Qtr1	315,703.12	638
⊞Qtr2	306,222.56	614
⊞Qtr3	275,190.01	531
⊞Qtr4	321,468.14	526
Grand Total	1,218,583.83	2309

        - Includes procurement card transactions and employee reimbursements.
        - Supports 113 WEX cards and 141 Procurement Card users.
    - Reviews and maintains drainage general ledger accounting including reconciliations for all county and joint drainage systems.
    - Back up processes 1099s- Review monthly disbursements to ensure 1099 coding is correct and prepare & fill 1099 yearly with the IRS.
    - Backup all Accounts Payable job functions and maintains written procedures for the team. On average, the Accounts Payable team processes over 1300 invoices a month.

⊟2024	15649
⊞Jan	1378
⊞Feb	1269
⊞Mar	1307
⊞Apr	1300
⊞May	1408
⊞Jun	1290
⊞Jul	1338
⊞Aug	1243
⊞Sep	1147
⊞Oct	1391
⊞Nov	1261
⊞Dec	1317

7. Attach the Department organization chart highlighting the position.

Recommendation for Board Approval: Yes _____ No _____

Date of Recommendation: _____

Staff Accountant

Department/Division: Finance & Taxpayer Services

FLSA Status: *Non-Exempt*

Union/Non-Union: Union

General Definition of Work

Performs intermediate-technical work administering, maintaining, and preparing financial records and reports, which includes the administration and maintenance of the integrated financial system. This position is responsible for performing various accounting functions. Work is performed under the limited supervision of the Accounting Manager.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

Administers the integrated financial system including performing training, setting up accounts, setting up user security, performing month-end and year-end closing procedures, prepares various financial reports, oversees assigned modules, system testing, prepares user menus' and communicates the impact of new system updates to end users.

Performs accounting entries, transactions, and reconciliations to provide accurate and timely financial records for department operations and reporting using various mediums such as spreadsheets and databases.

Monitors and reconcile cash balances. Performs review and analysis of transaction for trends, compliance, and irregularities. Review receipt and disbursement listing for coding errors and other discrepancies.

Monitors contracts, audit invoicing and tracks bills to various agencies to account for accurate documentation and follow-up. Performs review and analysis of transaction for trends, compliance, and irregularities.

Assists with year-end audit preparation, including preparing year-end audit workpapers.

Works directly with software vendors to identify and/or seek solutions to software or user problems. Works closely with other department on their accounting and financial software questions.

Assists in administering and monitoring department financial operations, which includes serving as liaison in financial/accounting and provides general accounting assistance to all County Departments.

Maintain County gravel operator database, comply with reporting requirements to MN Department of Revenue and the collection of aggregate tax.

Perform other duties and activities as assigned.

Knowledge, Skills, and Abilities

Knowledge of government accounting methods, principles and practices; knowledge of County government work flows and processes; knowledge of financial and accounting systems and programs used to support departmental financial functions; knowledge of payroll programs and funding sources; knowledge of methods, procedures and principals of public and business administration; knowledge of local, State, and Federal laws, regulations, and coding to finance; knowledge of computer systems used to administer accounting and payroll systems; skill in the use of standard office equipment, including computer and software programs; verbal and written communication skills sufficient to effectively present information and respond to questions from a wide variety of audiences; reading comprehension skills sufficient to read and interpret technical financial documents; interpersonal skills

Staff Accountant

sufficient to exchange and/or convey information, receive work direction, and maintain effective working relationships; ability to perform data entry into various databases; ability to analyze department budget and financial reports; ability to effectively organize time and anticipate, plan and successfully respond to changing circumstances; ability to pay attention to detail and exercise strong organizational skills; ability to perform all job duties in compliance with safety guidelines and with an ongoing awareness of safety practices; ability to communicate courteously and professionally while maintaining positive working relationships with others when carrying out all job functions.

Education and Experience

Bachelor's degree in accounting, or related field or equivalent combination of education and one year of experience in accounting, banking, auditing, or related financial field. Payroll, budgetary, and/or audit support experience is preferred.

Physical Requirements

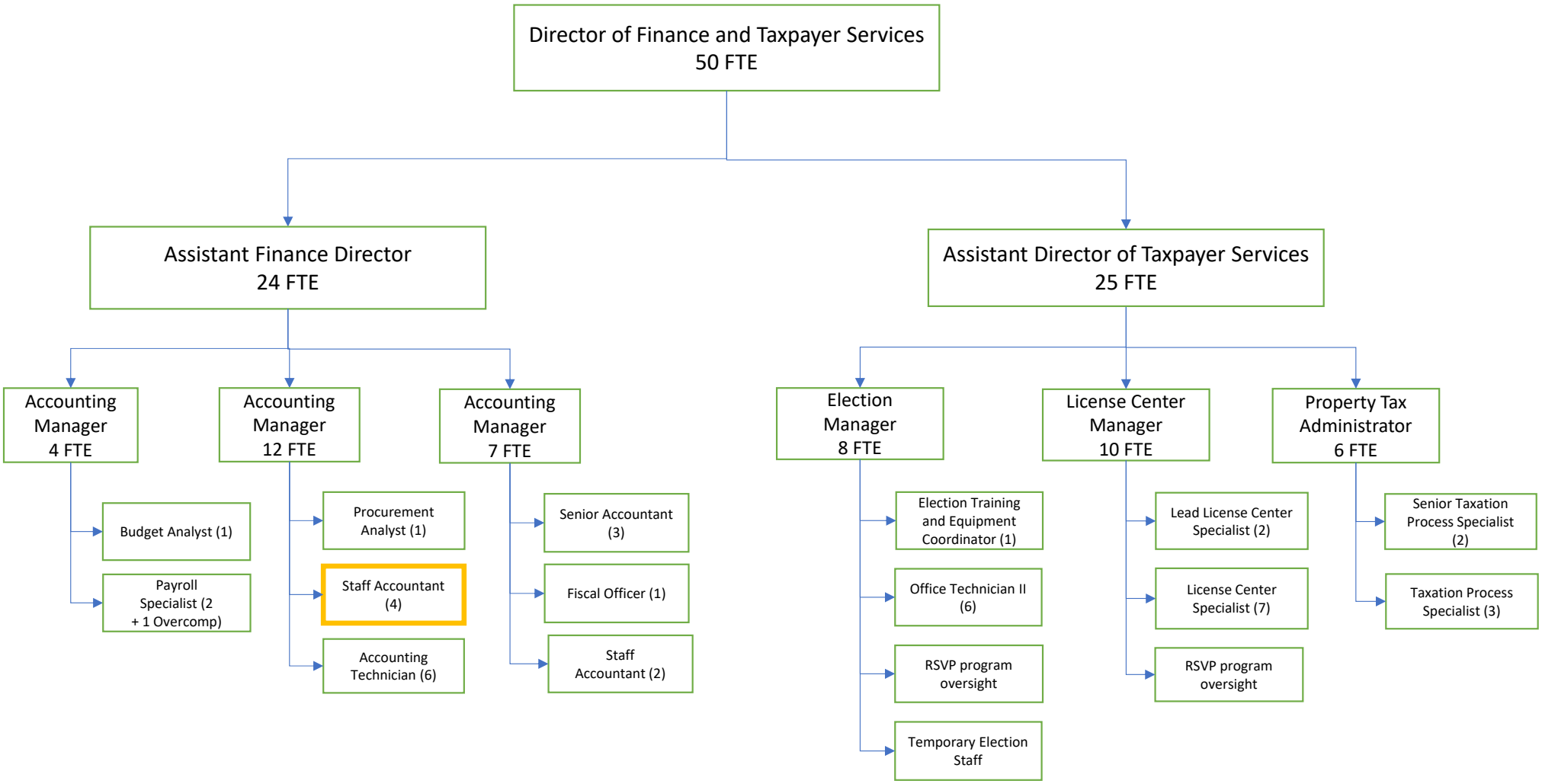
This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires repetitive motions and occasionally requires standing, walking, reaching with hands and arms and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

May require possession of, or ability to obtain, specific licenses and/or certifications depending on departmental assignment.
A valid driver's license or evidence of equivalent mobility is required upon hire.

Last Revised 1/10/2024

Finance & Taxpayer Services Org Chart 2.5.2025



WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Heather Lemieux

Requestor Title
Assistant Finance Director

Department (please use dropdown to select department) *
FINANCE & TAXPAYER SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
KMD7520

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Acknowledge Warrant Disbursements Issued Between May 27 through June 15, 2025.

Short Title (what will appear on Agenda outline - 250 character max.) *
Acknowledge Warrant Disbursements Issued Between May 27 through June 15, 2025.

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:
Acknowledgement of Wright County's Invoices/Bills for payment. The expenses are approved in the 2025 Budget.

Background/Justification:

Route for Review and Approval

- [ ] Finance Review
- [ ] Legal Review
- [ ] Risk Mgmt Review
- [x] Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
5.27.25 - 6.15.25 WC Disbursements by Funds.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

Disbursements by Funds Report

Report Date GMT 6/16/25 2:22 PM

Date Range: 5/27/2025 to 6/15/2025 **Pii:**

Fund	Description	Amount
01	GENERAL REVENUE FUND	1,040,600.42
02	RESERVES FUND	456,019.36
03	ROAD AND BRIDGE FUND	817,479.58
11	HUMAN SERVICES FUND	389,694.64
12	OPIOID REMEDIATION	4,519.74
20	WASTE MANAGEMENT FUND	35,376.94
34	CAPITAL IMPROVEMENTS FUND	457,912.37
41	DITCH FUND	22,675.00
71	HISTORIAN FUND	42.47
72	SOIL AND WATER FUND	310.62
73	LAKE IMPROVEMENT DISTRICTS	1,741.26
76	HWY 55 CORRIDOR FUND	919.80
77	ESTATE RECOVERIES	146,360.61
78	WCFSC COLLABORATIVE FUND	33,238.85
81	CURRENT TAX, REAL ESTATE & MOBLIE HOMES	27,212,793.41
84	STATE COLLECTIONS FUND	459,807.00
85	REFUNDING ACCOUNT FUND	118,848.43
87	SOCIAL WELFARE FUND	11,070.00
	Total	**31,209,410.50**

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Jami Goodrum

Requestor Title
Department Head

Department (please use dropdown to select department) *
HEALTH & HUMAN SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(●) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(●) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Tobacco License for NorthStar Regional Treatment Center.

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Tobacco License for NorthStar Regional Treatment Center.

Value Stream the request primarily aligns with:
Shepherd Economic Growth

Briefly describe how the request aligns with the selected value stream.
The Licensing and Compliance team within Health & Human Services (Public Health) aims to support local businesses that sell tobacco.

Describe the impact on staffing resources.
Time spent processing application, seeking Board approval, processing approved/denied application, conducting compliance checks annually, and processing renewal application each year.

Fiscal Impact:
$300 license fee paid at time of application.

Background/Justification:
NorthStar Regional Treatment Center have verified that tobacco products will be kept behind a locked door and only access by verified individuals over the age of 21.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
NorthStar Regional Treatment Center.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

TOBACCO LICENSURE

HEALTH & HUMAN SERVICES

The following establishments are seeking renewal of their tobacco license and are recommended by Public Health.

Name of Establishment	City of Operation	District	License Type	Paperwork Completed & Received (application, Workers Compensation, CT102)	Payment Received	Violations in Last 5 Years	HHS/PH Recommend Renewal
NorthStar Regional Treatment Center	Otsego	3	New	Yes	Yes	N/A	Yes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Jami Goodrum

Requestor Title
Department Head

Department (please use dropdown to select department) *
HEALTH & HUMAN SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Liquor License for:

Temporary liquor license approval: Clearwater Legion
Temporary liquor license approval: Clearwater Lions
Annual: Olson's Truck Stop

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Liquor License for:

Temporary liquor license approval: Clearwater Legion
Temporary liquor license approval: Clearwater Lions
Annual: Olson's Truck Stop

Value Stream the request primarily aligns with:
Shepherd Economic Growth

Briefly describe how the request aligns with the selected value stream.
The Licensing and Compliance team with Health & Human Services - Public Health aims to support local businesses that sell liquor.

Describe the impact on staffing resources.
Time spent processing application, issuing license, and completing annual compliance checks.

Fiscal Impact:
Collection of renewal fees.

Background/Justification:
Temporary liquor license approval: Clearwater Legion, event date 8/2-8/3/2025 at Rodeo grounds during Heritage Festival
Temporary liquor license approval: Clearwater Lions, event date 8/1-8/3/2025, event - Silver Bullet Saddle Club
Annual Off Sale Liquor License: Olson's Truck Stop, 7/1/25-6/30/25, contingent on other county approvals and township approval.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
Liquor License Renewals Annual-Temp.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

LIQUOR LICENSURE

HEALTH & HUMAN SERVICES

The following establishments are seeking temporary liquor license and are recommended by Public Health.

Name of Establishment	City of Operation	District	License Type	Paperwork Completed & Received (Application, WCSO, WC Attorney, Township approval)	Payment Received	Violations in Last 5 Years	HHS/PH Recommend Renewal
Clearwater Lions Club – Siler Bullet Saddle Club	Clearwater Township	2	Temporary	Pending	Yes	N/A	Yes
Clearwater Legion – 3 of a Kind	Clearwater Township	2	Temporary	Yes	Yes	N/A	Yes
Olson's Truck Stop	Silver Creek Township	2	Off Sale, Year Round	Pending	Yes	0	Yes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Jami Goodrum

Requestor Title
Department Head

Department (please use dropdown to select department) *
HEALTH & HUMAN SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Accept Opioid Settlement Advisory Council (OSAC) Member Resignation: Mikki Northuis

Short Title (what will appear on Agenda outline - 250 character max.) *
Accept Opioid Settlement Advisory Council (OSAC) Member Resignation: Mikki Northuis

Value Stream the request primarily aligns with:
Promote Safe and Healthy Communities

Briefly describe how the request aligns with the selected value stream.
The OSAC group is dedicated to ensuring the County's share of the National Opioid Settlement dollars are spent to best meet the needs of the community.

Describe the impact on staffing resources.
None

Fiscal Impact:
Spending of Opioid Settlement funds if member chooses to seek a stipend for meeting attendance.

Background/Justification:
As Chief Strategist, Public Health has committed to accepting new OSAC applications and facilitating meetings. We have agreed to bring all member appointment recommendations to the Board of Commissioners for final approval.

With the resignation of this OSAC member, the Council remains at 23 members.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (0)

Document Name	Attachment Type

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Jami Goodrum

Requestor Title
Department Head

Department (please use dropdown to select department) *
HEALTH & HUMAN SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve New Liquor License for Deer Lake Orchard, 2025.

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve New Liquor License for Deer Lake Orchard, 2025.

Value Stream the request primarily aligns with:
Shepherd Economic Growth

Briefly describe how the request aligns with the selected value stream.
The Licensing and Compliance team with Health & Human Services - Public Health aims to support local businesses that sell liquor.

Describe the impact on staffing resources.
Time spent processing application, issuing license, and completing annual compliance checks.

Fiscal Impact:
Collection of renewal fee, $50, plus background check $100.

Background/Justification:
License Period: July 1, 2025 - June 30, 2026, contingent on other County department approvals and local township approval.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
Deer Lake New Liquor License.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

LIQUOR LICENSURE

HEALTH & HUMAN SERVICES

The following establishments are seeking a new liquor license and are recommended by Public Health.

Name of Establishment	City of Operation	District	License Type	Paperwork Completed & Received (Application, WCSO, WC Attorney, Township approval)	Payment Received	Violations in Last 5 Years	HHS/PH Recommend Renewal
Deer Lake Orchard	Marysville Township	5	Annual, 3.2 On-Sale	Pending	Yes	N/A	Yes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Chad Hausmann

Requestor Title
Highway Engineer

Department (please use dropdown to select department) *
HIGHWAY

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
CDH7387

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize Signatures of Support for Corridors of Commerce Readiness Funding Submittal

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize Signatures of Support for Corridors of Commerce Readiness Funding Submittal

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
The letter of support will aid in securing Corridors of Commerce Readiness funds towards a Tier 1 Environmental Impact Statement (EIS). Tier 1 EIS will further evaluate solutions to transportation issues on State Highway 25 corridor between Monticello and Becker/Big Lake.

Describe the impact on staffing resources.
None

Fiscal Impact:
If successful, grant would reduce county levy funds needed to complete Tier 1 EIS.

Background/Justification:
Support letter attached provides summary of current status and purpose of the Tier 1 EIS.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
6.24.2025 TH25 Corridor of Commerce LOS.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved to agenda

County Administrator Review

County Administrator Decision

Notes

Board of Commissioners

Darek Vetsch
District 2 Commissioner

3650 Braddock Ave NE
Buffalo, MN 55313

Ph: (763) 682-7687
Fax: (763) 682-6178

Darek.Vetsch@wrightcountymn.gov
www.co.wright.mn.us

June 17, 2025

Commissioner Nancy Daubenberger
Minnesota Department of Transportation
395 John Ireland Blvd
St. Paul, MN 55155-1800

RE: Letter of support for improvements to the Minnesota State Highway 25 corridor between I-94 and US 10

Dear Commissioner Daubenberger:

WRIGHT COUNTY is pleased to submit this letter in support of the request for Corridors of Commerce Project Readiness Advancement funding for future improvements to the Minnesota State Highway 25 corridor between I-94 and US 10. This project is vital to our region and poses statewide benefits to safety, mobility, and economic development.

The Highway 25 bridge is one of just three Mississippi River crossings in Wright and Sherburne counties. As the communities along the Highway 25 corridor have continued to grow, transportation safety and mobility have become increasingly significant challenges for the residents, businesses, and commercial traffic that rely on the existing infrastructure. A new river crossing will improve travel time reliability, reduce congestion on the existing Highway 25, and enhance safety and circulation. Better conditions for commercial traffic and improved access to area businesses will help spur economic development, attract new employers, and keep families and workers safe.

We are pleased to say that through active collaboration with local, state, and federal partners, a Planning and Environmental Linkages (PEL) study of the Highway 25 corridor has received concurrence from the Federal Highway Administration. The PEL study helped us identify specific needs, facilitated ongoing engagement with stakeholders, and provided guidance for next steps, which include a Tier 1 Environmental Impact Statement (EIS). While our community and others throughout the region are committed to supporting this large and complex undertaking, it's clear that we will need additional resources to move this project forward.

WRIGHT COUNTY has worked closely with other entities impacted by this project through the Central Mississippi River Partnership (CMRP). CMRP is a nonprofit, nonpartisan membership organization comprised of local governments, businesses, community organizations, and others with the mission of advancing regional infrastructure and economic development. Through the CMRP, we will continue to engage with our fellow communities and colleagues at each stage of the project.

WRIGHT COUNTY strongly supports the request submitted by Wright County for funding through the Corridors of Commerce Project Readiness Advancement Activities Program. These resources are essential to bringing this project closer to reality.

Thank you for your consideration. If you have any questions, please feel free to contact me.

Sincerely,

Darek Vetsch
Chair Wright County Board of Commissioners
District 2 Commissioner

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Barry Rhineberger

Requestor Title
Planning & Zoning Administrator

Department (please use dropdown to select department) *
PLANNING & ZONING

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(●) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(●) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
STD2320

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Accept The Recommendation Of The Planning Commission To Rezone The Following Property: Skies Limit LLC - (Silver Creek Twp.) With A Unanimous Vote, The Planning Commission Recommends Approval To Rezone That Portion Of Tax Parcel 216-000-114100 From General Agriculture (AG)/Residential-Recreational Shorelands (S-2) To Urban/Rural Transition (R-1)/Residential-Recreational Shorelands (S-2) And The Western Portion From General Agriculture (AG)/Residential-Recreational Shorelands (S-2) To Agricultural/Residential (A/R)/Residential-Recreational Shorelands (S-2).

Short Title (what will appear on Agenda outline - 250 character max.) *
Accept The Recommendation Of The Planning Commission To Rezone The Following Property: Skies Limit LLC - (Silver Creek Twp.).

Value Stream the request primarily aligns with:
Empower Use of Land, Property, and the Environment

Briefly describe how the request aligns with the selected value stream.
The Planning Commission Believes The Rezoning Of The Property Is Aligned With The Goals And Policies Of The Northwest Quadrant Land Use Plan And The Township Approved.

Describe the impact on staffing resources.
None

Fiscal Impact:
None

Background/Justification:
Rezoning Requests Require County Board Approval. The Planning Commission Recommends Approval Of The Above Request.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (4)

Document Name	Attachment Type
0522 Skies Limit LLC Rezone Minutes.pdf	Attachment
0612 Skies Limit LLC Rezone Minutes.pdf	Attachment
0612 Skies Limit LLC Final Staff Report.pdf	Attachment
0522 Skies Limit LLC Final Staff Report.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved to agenda

County Administrator Review

County Administrator Decision

Notes

4. **Skies Limit LLC** – New

LOCATION: xxxx Baker Ave NW – Gov't Lots 1 & 2, Section 11, Township 121, Range 26, Wright County, Minnesota. (Silver Creek Twp.) Tax #216-000-114100. Property Owner: Skies Limit LLC

Petitions to rezone Parcel F, as referenced on the survey by Otto Associates Inc., Project No. 24-0166, from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Agricultural/Residential (A/R) with a Residential-Recreational Shorelands District Overlay (S-2) and establishment of a Rural Planned Unit Development overlay district, as regulated in Sections 155.028, 155.047, 155.048, 155.057 & 155.09, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

Present: Paul Otto with Otto Associates and Donavon DesMarais with Skies Limit

A. Rhineberger displayed the property details and proposed site plans while reviewing the request. The parcel is approximately 80 acres and recently underwent several lot line adjustments with the Board of Adjustment. The request is to rezone 72.1 acres from General Agriculture (AG) to Agricultural/Residential (AR) with an S-2 Shoreland Overlay and to establish a Rural Planned Unit Development (PUD) overlay district. The property is designated as Rural Residential in the comprehensive plan and is currently zoned AG. The Township submitted a recommendation for approval of a revised request. Discussions have taken place regarding the establishment of the PUD; however, the final revision and approval shifted to a split zoning instead of the AR-PUD. The revised request would eliminate the PUD and require split zoning: Urban/Rural Transition (R-1)/S-2 for the four proposed lakeshore lots, and AR/S-2 for the four lots west of the road. This revision eliminates the outlot and the lakeshore access it would have provided to the four larger "backlots," addressing one of the concerns raised by the lake association. Both the original and revised plans were displayed and reviewed. Due to the proposed zoning changes, it is recommended that the Commission discuss the item tonight but continue it to the June 12th meeting to allow time for renotification. The Township also noted that improvements to Baker Avenue, north of Lot 1 (AR), should be addressed as part of the process. Two responses have been received from the Lake Ida Association, one including a petition requesting denial.

B. Otto stated at the Township meeting, residents expressed concerns with the outlot and allowing of lake access for the lots off the lake. With that taken into consideration changes were made to eliminate the common space. At the meeting, it seemed that everyone in attendance supported the revisions, and a resolution was reached. The parcel is 71 acres, and under a PUD, the allowed density would permit 11 lots, but the proposal has been reduced to 8 lots. Otto believes the property is being developed responsibly by conserving wooded areas, limiting lakeshore development to just four lots, preserving the area's character, and protecting both wetlands and forests. He emphasized that the impact on wetlands should be minimal, noting that the developers are not maximizing density but are instead working with the land to preserve its natural features.

C. Greninger asked whether the lake has a public DNR access. Otto responded that there is a public access located southeast of the property.

D. Felger clarified that Lot 4 of the unplatted area will not have lake access. Otto confirmed this. Rhineberger displayed the revised plan and reviewed the changes made regarding the outlots and current proposal.

E. Mol invited the public to step forward, requesting that comments be kept to four minutes.

- Tom Morris, representing the Lake Ida Association, stated that Lake Ida is 226 acres (per DNR) and supports around 100 parcels, with 80 year-round dwellings and the remaining 20% being seasonal cabins. The Association is proactive in maintaining lake quality, conducting numerous water and AIS tests throughout the year, and frequently staffing the landing with an inspector. He described the

Township meeting as productive, noted that the developer and the Association reached an agreement, and expressed satisfaction that the development plan had been changed. The primary concern had been the outlot's lake access, which the revised plan addresses. The Association supports moving forward with the current proposal.

- Chuck Gardner, a member of the Lake Ida Association Board and the Wright County Invasive Species Committee, as well as a water tester for the lake, emphasized that Lake Ida is one of the few non-impaired lakes in Wright County. He stressed the importance of maintaining this status and preventing increased boat traffic from outlot access, which could jeopardize the lake's health.

F. Felger stated he is pleased both parties were able to come to a peaceful agreement.

G. Mol brought up concerns about larger Lot 4 (20 acres), questioning whether bluff areas could impact buildable space and lead to potential variance requests. Otto acknowledged the presence of bluff areas but said there is enough suitable land for building without requiring variances. Rhineberger explained that while the area may or may not meet the bluff slope definitions, the regulations include language regarding drainage towards water bodies, leaving room for interpretation. He noted that the southern lakeshore lot has some bluff areas near the proposed septic location, which limits buildable space. Mol reiterated his concern and emphasized the importance of avoiding variance requests. Otto responded that he believes there is adequate space, especially considering the lots are larger than those typically reviewed by the variance board, with the smallest being 1.2 acres. He said the plan was developed thoughtfully, and the client is aware that variance approvals are not guaranteed.

H. Felger asked for clarification on the Township's comment regarding improvements to Baker Avenue and whether additional right-of-way would be required. Otto replied that the Township would like to see improvements to the road but that exact plans are not yet clear. Further discussion with the Township is planned.

I. Bravinder pointed out that this is only the rezoning hearing. He referenced a property north of this parcel, where three lots were rezoned in 2024 with minimal lake impact. He believes the revised proposal will similarly have minimal impact. If rezoning is approved, he would like to see detailed road specifications and agreement terms with the Township. Otto acknowledged and agreed.

J. Greninger moved to continue the matter to the June 12th meeting for a site inspection and renotification due to the change in requested zoning. Seconded by Holland.

VOTE: CARRIED UNANIMOUSLY

Noted by Rhineberger the Township approved the revised plan so he doesn't see a need for the applicant to revisit with the Township.

WRIGHT COUNTY PLANNING COMMISSION
Meeting of: June 12, 2025
Minutes

The Wright County Planning Commission met on Thursday, May 22, 2025, in the County Commissioners Board Room at the Wright County Government Center, Buffalo, Minnesota. Chairman, Dan Mol, called the meeting to order at 7:30 p.m. with members present: Ken Felger, Sandy Greninger, Larry Smith, Pat Mahlberg and Dan Bravinder. Absent was Jeanne Holland. Brian Wold, Assistant County Attorney, was the legal counsel present. Barry Rhineberger, Planning & Zoning Administrator, represented the Planning & Zoning office.

5. **Skies Limit LLC** – Cont. 5/22

LOCATION: xxxx Baker Ave NW – Gov't Lots 1 & 2, Section 11, Township 121, Range 26, Wright County, Minnesota. (Silver Creek Twp.) Tax #216-000-114100. Property Owner: Skies Limit LLC

REVISED
Petitions to rezone Parcel F, as referenced on the survey by Otto Associates Inc., Project No. 24-0166, as follows: the eastern portion from Baker Ave. to the SE corner of the property from General Agriculture (AG)/Residential-Recreational Shorelands (S-2) to Urban/Rural Transition (R1)/Residential-Recreational Shorelands (S-2) and the western portion from General Agriculture (AG)/Residential-Recreational Shorelands (S-2) to Agricultural/Residential (A/R)/Residential-Recreational Shorelands (S-2), as regulated in Sections 155.028, 155.047, 155.048, 155.057 & 155.09, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

Present: Paul Otto with Otto Associates and Donavon DesMarais with Skies Limit

A. Rhineberger displayed the updated plan and reviewed the request details. The item had been continued from the previous meeting to allow for a site inspection and to provide new notification based on the revised request. The Commission reviewed the revised request at the prior meeting, and the site inspection has now been completed. The current request is to rezone the eastern portion to Urban/Rural Transition (R-1)/Residential-Recreational Shorelands (S-2) and the western area to Agricultural/Residential (A/R)/Residential-Recreational Shorelands (S-2). The concept plan was displayed and noted as the next step in the process, contingent upon rezoning approval. It should be noted that the Township reviewed the revised plan; therefore, the applicant was not required to return to the Township for further review.

B. Otto stated at the site that he believes the Commission could see the vision and that they are trying to be good stewards of the land. As designed, the area should remain rural.

C. No comments were received from the public.

D. Mol stated that the Commission had visited the site, the Lake Association agrees, none of the backlots will have lake access, and the plan has been thoroughly worked through.

E. Felger questioned whether Block 1, Lots 1–4 will be platted or unplatted. Otto confirmed that the lakeshore lots, as well as the road, will be platted and to the west lies an unplatted subdivision.

F. Bravinder asked for details on where the proposed road would begin. Otto used the site plan to review the location and noted that the road will be located in a currently cleared area, and with the addition of ditches, the area will be further opened up.

G. Mahlberg moved to recommend approval to the County Board of Commissioners to rezone that portion tax parcel 216-000-114100 from General Agriculture (AG)/Residential-Recreational Shorelands (S-2) to Urban/Rural Transition (R-1)/Residential-Recreational Shorelands (S-2) and the western portion from General Agriculture (AG)/Residential-Recreational Shorelands (S-2) to Agricultural/Residential (A/R)/Residential-Recreational Shorelands (S-2), as indicated on the Certificate of Description held on file by Otto Associates Inc., Project No. 24-0166, revisions dated 6-4-25, because we find the property is aligned with the goals and policies of the Northwest Quadrant Land Use Plan. The motion was seconded by Smith.

VOTE: CARRIED UNANIMOUSLY

5. **Skies Limit LLC** – New
LOCATION: xxxx Baker Ave NW – Gov't Lots 1 & 2, Section 11, Township 121, Range 26, Wright County, Minnesota. (Silver Creek Twp.) Tax #216-000-114100. Property Owner: Skies Limit LLC

REVISED
Petitions to rezone Parcel F, as referenced on the survey by Otto Associates Inc., Project No. 24-0166, as follows: the eastern portion from Baker Ave. to the SE corner of the property from General Agriculture (AG)/Residential-Recreational Shorelands (S-2) to Urban/Rural Transition (R1)/Residential-Recreational Shorelands (S-2) and the western portion from General Agriculture (AG)/Residential-Recreational Shorelands (S-2) to Agricultural/Residential (A/R)/Residential-Recreational Shorelands (S-2), as regulated in Sections 155.028, 155.047, 155.048, 155.057 & 155.09, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

(A) This roughly 80-acre property is located along Baker Avenue NW in Silver Creek Township. Part of the eastern boundary abuts Lake Ida, a 226-acre General Development Lake. The property is zoned General Agriculture (AG), with the areas within 1,000 feet of Lake Ida falling within the Residential-Recreational Shoreland District Overlay (S-2). The Northwest Quadrant (NWQ) Land Use Plan designates the property as Rural Residential. There are two residential building entitlements located on the property. Recently, there have been some pending approvals that could alter the property lines of the current 80-acre property. In March 2025, the Board of Adjustment approved a lot line adjustment that allows four small "backlots" to be split from the 80 acres. Each of the four "backlots" would need to be owned in common and combined with four current lake properties. The backlots range in size from 0.06 acres to 0.46 acres. In April 2025, the Board of Adjustment approved a request to add 5.5 acres from the 80 acres to PID 216-000-123300 & 216-023-000520. In total, the 80 acres has been reduced to 72.1 acres through these approvals.

(B) The revised request is to rezone 10.6 acres along the lakeshore from General Agriculture (AG) to Urban/Rural Transition (R1) and the western 61.4 acres from General Agriculture (AG) to Agricultural/Residential (A/R). The area of the property within 1,000 feet of Lake Ida would keep the S-2 Shoreland Overlay. As part of this revision, the request for a Planned Unit Development (PUD) has been removed. The applicant has provided a concept plan that would still result in an 8-lot subdivision, with the 4 lakeshore lots and new road extension being part of a plat and the 4 larger western lots being an unplatted subdivision. Only the 4 lakeshore lots would have direct lakeshore access.

(C) Silver Creek Township has approved a revised rezoning request and concept plan. The revised request would eliminate the PUD and require split zoning of R1/S2 for the 4 proposed lakeshore lots and AR/S2 for the 4 lots west of the road. This revision eliminates the outlot and lakeshore access the outlot would provide to the 4 larger "backlots," which was one of the concerns of the lake association. Two responses from the Lake Ida Association and a petition requesting denial have been received.

(D) The NWQ Land Use Plan states: Rural Residential - "*Designates those areas where a combination of agriculture, hobby farms and very large lot residential areas is deemed appropriate. The purpose is to provide a buffer between agricultural and other uses, and also to provide housing opportunities in a rural environment where large lot sizes and the rural atmosphere will be maintained. Existing land types may include large-wooded areas, non-prime farmland, pasture and other lands in areas not well suited to long term agricultural uses.* ***Appropriate zoning may include Agricultural, Agricultural Residential, or, in unique circumstances, R-2(a). Rezoning from Agricultural to Agricultural Residential will be considered on a case by case basis, and not considered to be automatic, with the need for residential land, effect on nearby agricultural operations, the timing of the proposal in light of land uses in the area, and plan policies being prime considerations.*** *Rezoning to R-1 or R-2 will*

only be considered for riparian lots on shorelands especially suited to residential development. Rezoning to R-2a may be appropriate in unique circumstances such as: infill for areas that are already developed in a similar manner; adjacent to developed areas with smaller lot sizes to serve as a transition, and; other unique situations which do not establish R-2a as a new zoning district in a previously "undeveloped" area."

(E) All five of the County's zoning districts are represented within a half-mile radius of the subject property. These include Urban/Rural Transition (R-1), Suburban Residential (R-2), Suburban Residential-a (R-2a), Agricultural/Residential (A/R), and General Agriculture (AG).

- R-1 (Urban/Rural Transition): Found along the shoreline of Lake Ida to the east of the property.
- R-2 (Suburban Residential): Exists northwest of the subject property.
- R-2a (Suburban Residential-a): Present both to the northwest and southeast.
- A/R (Agricultural/Residential): Found in all directions, including adjacent parcels to the north.
- AG (General Agriculture): Fills out the rest.

The land use designations within a half-mile radius include Residential, Residential Large Lot, and Rural Residential.

- Residential: Applies to the properties along the Lake Ida shoreline.
- Residential Large Lot: Found to the northwest of the property.
- Rural Residential: Fills out the rest of the area, including the subject property.

ACTION – Since the Township approved split zoning, R1/S2 on the lake and AR/S2 on the back, the Commission has conducted a site inspection, and Staff has provided new notifications outlining the requested changes. Ultimately, for this request, the Commission must determine that the R1 portion of the request is "shorelands especially suited to residential development." The AR portion would seem to fit the NWQ Land Use Plan, as the property is designated as Rural Residential.

Staff has provided the potential motions below if the Commission recommends either approval as revised or denial. However, if the Commission further modifies its recommendation to the County Board, a motion may need to be drafted at the meeting.

- **To recommend approval to the County Board of Commissioners to rezone that portion tax parcel 216-000-114100 from General Agriculture (AG)/Residential-Recreational Shorelands (S-2) to Urban/Rural Transition (R-1)/Residential-Recreational Shorelands (S-2) and the western portion from General Agriculture (AG)/Residential-Recreational Shorelands (S-2) to Agricultural/Residential (A/R)/Residential-Recreational Shorelands (S-2), as indicated on the Certificate of Description held on file by Otto Associates Inc., Project No. 24-0166, revisions dated 6-4-25, because we find the property is aligned with the goals and policies of the Northwest Quadrant Land Use Plan.**

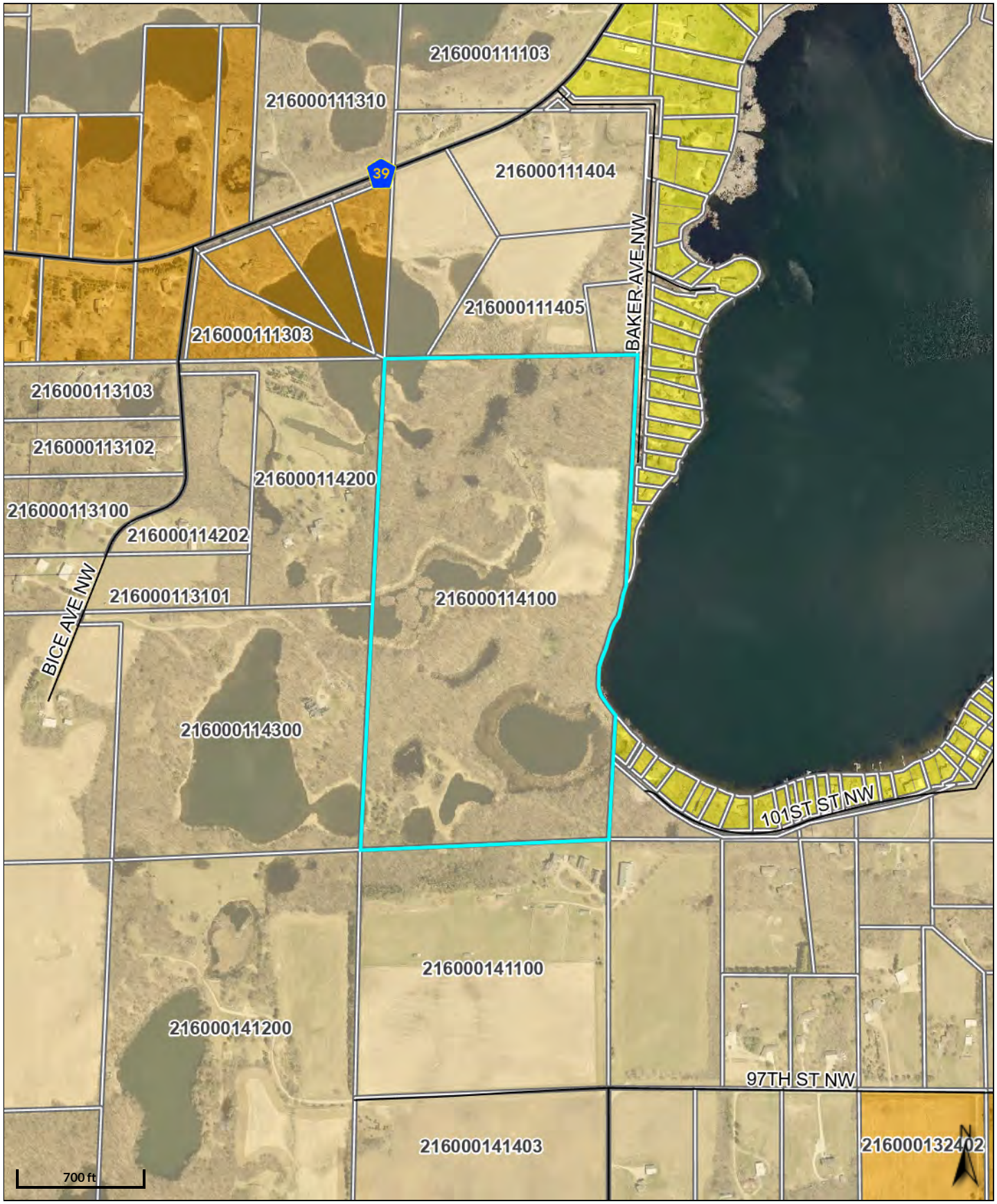
- **To close the public hearing and direct counsel to prepare findings based on the record and discussion, consistent with the denial of the request, and continue the matter to the July 10, 2025, hearing.**

Aerial Map - Skies Limit LLC

Aerial Map - Skies Limit LLC

Land Use Map - Skies Limit LLC

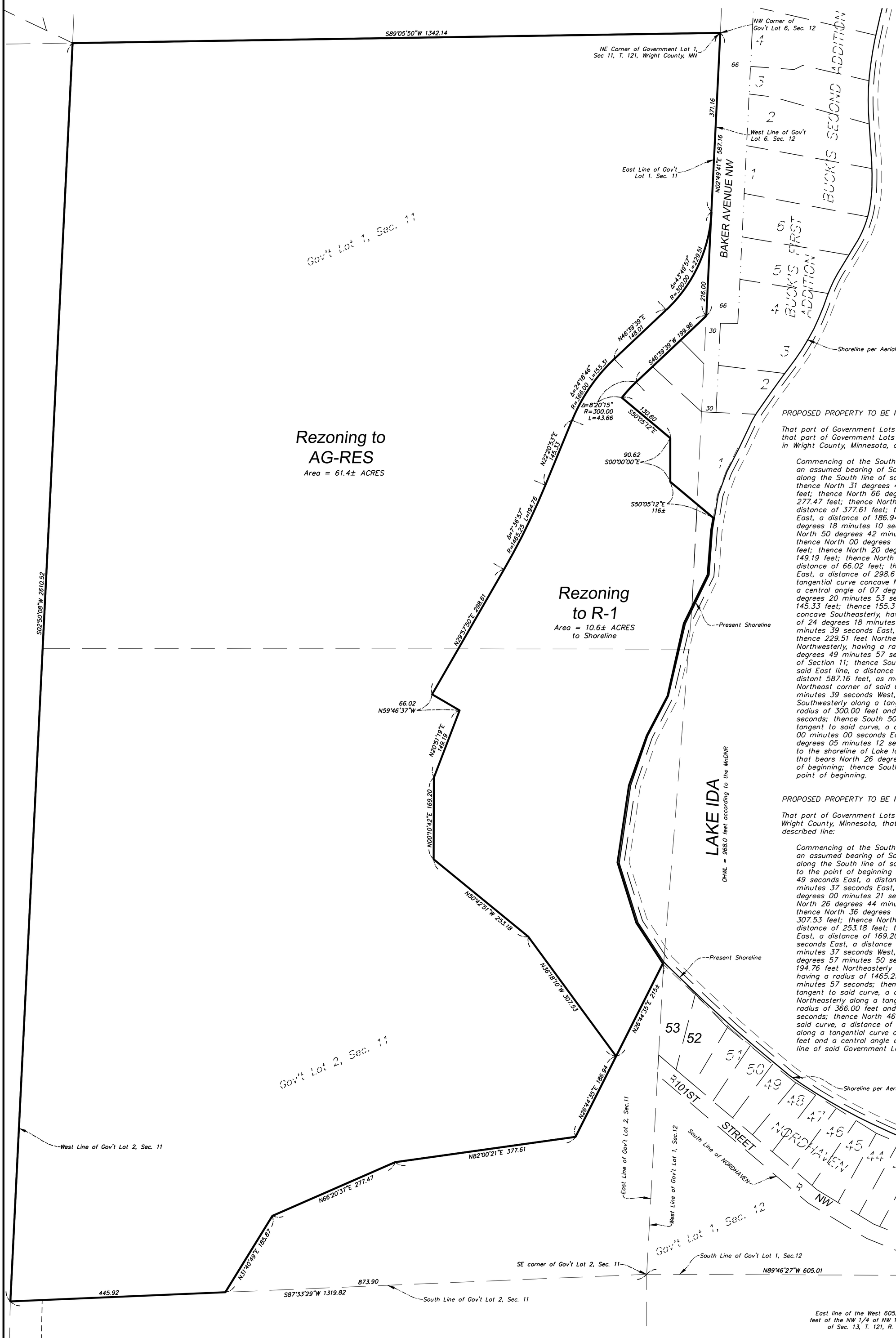
Tan = Rural Residential -- Orange = Large-Lot Residential -- Yellow = Residential



Zoning Map - Skies Limit LLC

No Color = AG -- Green = A/R -- Brown = R2a -- Orange = R2 -- Yellow = R1

Certificate of Description



PROPOSED PROPERTY TO BE REZONED TO R–1:

That part of Government Lots 1 and 2, Section 11, Township 121, Range 26 and that part of Government Lots 1 and 6, Section 12, Township 121, Range 26, all in Wright County, Minnesota, described as follows:

Commencing at the Southeast corner of said Government Lot 2; thence on an assumed bearing of South 87 degrees 33 minutes 29 seconds West, along the South line of said Government Lot 2, a distance of 873.90 feet; thence North 31 degrees 40 minutes 49 seconds East, a distance of 185.87 feet; thence North 66 degrees 20 minutes 37 seconds East, a distance of 277.47 feet; thence North 82 degrees 00 minutes 21 seconds East, a distance of 377.61 feet; thence North 26 degrees 44 minutes 35 seconds East, a distance of 186.94 feet to the point of beginning; thence North 36 degrees 18 minutes 10 seconds West, a distance of 307.53 feet; thence North 50 degrees 42 minutes 51 seconds West, a distance of 253.18 feet; thence North 00 degrees 10 minutes 42 seconds East, a distance of 169.20 feet; thence North 20 degrees 51 minutes 19 seconds East, a distance of 149.19 feet; thence North 59 degrees 46 minutes 37 seconds West, a distance of 66.02 feet; thence North 29 degrees 57 minutes 50 seconds East, a distance of 298.61 feet; thence 194.76 feet Northeasterly along a tangential curve concave Northwesterly, having a radius of 1465.25 feet and a central angle of 07 degrees 36 minutes 57 seconds; thence North 22 degrees 20 minutes 53 seconds East, tangent to said curve, a distance of 145.33 feet; thence 155.31 feet Northeasterly along a tangential curve concave Southeasterly, having a radius of 366.00 feet and a central angle of 24 degrees 18 minutes 46 seconds; thence North 46 degrees 39 minutes 39 seconds East, tangent to said curve, a distance of 148.01 feet; thence 229.51 feet Northeasterly, along a tangential curve concave Northwesterly, having a radius of 300.00 feet and a central angle of 43 degrees 49 minutes 57 seconds to the East line of said Government Lot 1 of Section 11; thence South 02 degrees 49 minutes 41 seconds West, along said East line, a distance of 216.00 feet to a point on said East line distant 587.16 feet, as measured along said East line South of the Northeast corner of said Government Lot 1; thence South 46 degrees 39 minutes 39 seconds West, a distance of 199.96 feet; thence 43.66 feet Southwesterly along a tangential curve concave Southeasterly, having a radius of 300.00 feet and a central angle of 08 degrees 20 minutes 15 seconds; thence South 50 degrees 05 minutes 12 seconds East, not tangent to said curve, a distance of 130.60 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 90.62 feet; thence South 50 degrees 05 minutes 12 seconds East, a distance of 116 feet, more or less, to the shoreline of Lake Ida; thence Southerly along said shoreline to a line that bears North 26 degrees 44 minutes 35 seconds East from the point of beginning; thence South 26 degrees 44 minutes 35 seconds West to the point of beginning.

PROPOSED PROPERTY TO BE REZONED TO AG–RES:

That part of Government Lots 1 and 2, Section 11, Township 121, Range 26, Wright County, Minnesota, that lies Northerly and Westerly of the following described line:

Commencing at the Southeast corner of said Government Lot 2; thence on an assumed bearing of South 87 degrees 33 minutes 29 seconds West, along the South line of said Government Lot 2, a distance of 873.90 feet to the point of beginning of said line; thence North 31 degrees 40 minutes 49 seconds East, a distance of 185.87 feet; thence North 66 degrees 20 minutes 37 seconds East, a distance of 277.47 feet; thence North 82 degrees 00 minutes 21 seconds East, a distance of 377.61 feet; thence North 26 degrees 44 minutes 35 seconds East, a distance of 186.94 feet; thence North 36 degrees 18 minutes 10 seconds West, a distance of 307.53 feet; thence North 50 degrees 42 minutes 51 seconds West, a distance of 253.18 feet; thence North 00 degrees 10 minutes 42 seconds East, a distance of 169.20 feet; thence North 20 degrees 51 minutes 19 seconds East, a distance of 149.19 feet; thence North 59 degrees 46 minutes 37 seconds West, a distance of 66.02 feet; thence North 29 degrees 57 minutes 50 seconds East, a distance of 298.61 feet; thence 194.76 feet Northeasterly along a tangential curve concave Northwesterly, having a radius of 1465.25 feet and a central angle of 07 degrees 36 minutes 57 seconds; thence North 22 degrees 20 minutes 53 seconds East, tangent to said curve, a distance of 145.33 feet; thence 155.31 feet Northeasterly along a tangential curve concave Southeasterly, having a radius of 366.00 feet and a central angle of 24 degrees 18 minutes 46 seconds; thence North 46 degrees 39 minutes 39 seconds East, tangent to said curve, a distance of 148.01 feet; thence 229.51 feet Northeasterly, along a tangential curve concave Northwesterly, having a radius of 300.00 feet and a central angle of 43 degrees 49 minutes 57 seconds to the East line of said Government Lot 1 of Section 11 and said line there terminating.

Certificate of Description on part of Gov't Lots 1 and 2, Sec. 11 and Gov't Lot 1 and 6, Sec. 12 all in Township 121, Range 26, Wright County, Minnesota	*I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.* Paul E. Otto *License #40062 Date: 6-4-25*	*Requested By:* **Skies Limit LLC**		● *denotes iron monument found* ○ *denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062* △ *denotes P.K. nail set* ◉ *denotes found Wright County Cast Iron Monument*
Revised: REVISE BOUNDARY & ZONING T.J.B. 6-4-25		*Date:* 4-25-25 / *Drawn By:* NB / *Scale:* 1"=100' / *Checked By:* P.E.O.	OTTO ASSOCIATES *Engineers & Land Surveyors, Inc.* *www.ottoassociates.com* *9 West Division Street Buffalo, MN 55313 (763)682-4727 Fax: (763)682-3522*	*Project No.* 24–0166

Revised

ADAMS ACRES

PROJECT LOCATION

CLEMENTA

AMERY AVE NW

101ST ST NW

LITTLE IDA

S89°05'50"W 1342.14

N89°05'50"E 1342.18

1

Area = 10.0 ACRES

2

Area = 10.4 ACRES

3

Area = 12.13 ACRES

4

Area = 29.0 ACRES

Area = 1.66 ACRES

Area = 1.2 ACRES

Area = 1.3 ACRES

Area = 1.5 ACRES

Area = 4.9 ACRES

Delineated Wetland

Delineated Wetland A

Delineated Wetland B

Delineated Wetland C

Delineated Wetland D

Delineated Wetland E

Delineated Wetland F

Delineated Wetland G

Delineated Wetland H

Delineated Wetland I

Delineated Wetland J

Delineated Wetland K

Delineated Wetland 1

Delineated Wetland 2

Delineated Wetland 3

Delineated Wetland 4

977.82 SB 49

977.01 SB 50

978.27 SB 51

979.42 SB 52

980.78 SB 54

983.24 SB 53

979.68 SB 43

981.29 SB 45

980.39 SB 44

985.63 SB 47

984.57 SB 46

989.44 SB 48

984.29 SB 38

996.74 SB 37

982.81 SB 39

983.73 SB 42

979.74 SB 40

979.90 SB 41

973.98 SB 2

974.84 SB 1

977.28 SB 7

979.49 SB 6

978.25 SB 5

975.30 SB 3

976.43 SB 4

979.79 SB 11

983.64 SB 10

984.34 SB 9

981.94 SB 12

986.03 SB 13

988.38 SB 14

985.63 SB 15

988.28 SB 16

990.99 SB 18

988.65 SB 17

989.46 SB 31

990.07 SB 32

987.04 SB 34

990.60 SB 33

991.06 SB 35

991.67 SB 36

987.98 SB 25

987.23 SB 27

981.90 SB 26

984.96 SB 29

982.45 SB 28

988.37 SB 30

1013.10 SB 20

1014.67 SB 19

1017.47 SB 21

1016.55 SB 22

1021.32 SB 23

1019.19 SB 24

BAKER AVENUE NW

BUCK'S SECOND ADDITION

BUCK'S FIRST ADDITION

LAKE IDA

PID 216-000-114100

PID 216-023-000520

PID 216-000-123300

Existing House

Existing Building

Existing House

Garage

Shed

Survey Line

Present Shoreline

Shoreline per Aerial

Present Shoreline

Shoreline per Aerial

Edge of Wetland

Edge of Bit.

Bit. Road

APPROXIMATE BLUFF LINE

Centerline of trail

Delineated Wetland 1

Delineated Wetland 2

Delineated Wetland 3

Delineated Wetland 4

Δ=8°20'15"
R=300.00
L=43.66
C.Brg.=S42°29'32"W
Chd=43.62

S46°39'39"W 199.96

S50°05'12"E 130.80

N00°00'00"E 90.62

N50°05'12"W 119±

S2°49'41"W 587.16

S2°49'41"W 261.92

N2°50'08"E 2610.52

S87°33'29"W 445.92

East line of the West 605.00 feet of the NW 1/4 of NW 1/4 of Sec. 13, T. 121, R. 26

Northerly extension of the East line of the West 605.00 of the NW 1/4 of the NW 1/4 of Sec. 13

South Line of Gov't Lot 2, Sec.11

East Line of Gov't Lot 2, Sec.12

West Line of Gov't Lot 2, Sec.12

101ST STREET NW

ORDINARY HIGH WATER

1 1

2 1 1

NOTICE OF PUBLIC HEARING - WRIGHT COUNTY PLANNING COMMISSION

TOWNSHIP RESPONSE FORM

TOWNSHIP: Silver Creek Twp.

HEARING DATE: Thursday, May 22, 2025, at 7:30 p.m

RECEIVED
MAY 21 2025
BY:

Skies Limit LLC
(612) 201-1982

LOCATION: xxxx Baker Ave NW – Gov't Lots 1 & 2, Section 11, Township 121, Range 26, Wright County, Minnesota. (Silver Creek Twp.) Tax #216-000-114100. Property Owner: Skies Limit LLC

Petitions to rezone Parcel F, as referenced on the survey by Otto Associates Inc., Project No. 24-0166, from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Agricultural/Residential (A/R) with a Residential-Recreational Shorelands District Overlay (S-2) and establishment of a Rural Planned Unit Development overlay district, as regulated in Sections 155.028, 155.047, 155.048, 155.057 & 155.09, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

STAFF NOTES: The rezoning request complies with the Land Use Plan designation for "Rural Residential." The Planning Commission may recommend the establishment of the PUD district.

* *

THE TOWN BOARD SHOULD COMPLETE THE FOLLOWING AT A TOWN BOARD MEETING. IF THE TOWNSHIP IS RECOMMENDING ACTION WHICH CONFLICTS WITH THE COMPREHENSIVE PLAN, PLEASE STATE THE REASONS. IF NO WRITTEN RESPONSE IS RECEIVED FROM THE TOWNSHIP BEFORE THE HEARING, THE WRIGHT COUNTY PLANNING COMMISSION WILL HAVE TO CONTINUE THE HEARING OR ASSUME THAT THE TOWN BOARD PREFERS TO LEAVE THE MATTER UP TO THE COUNTY.

TOWNSHIP APPROVES OF THE REQUEST BECAUSE: **There was a motion made by Klein to approve the rezone request for PID 216-000-114100 from Ag to Ag Residential with shoreland district overlay, no PUD, and the concept plan is to be changed to not allow backlot access to the lake, second by Egge, Forsman Abstained, carried 9-0. An additional motion pertaining to the town road was made by Klein to approve that the township will take over the development road if created to township specs and that the development road begins at Lot 1.**

There were many comments and concerns from the residents, they provided a letter and opposition petition (see attached). Key points were road integrity and safety specifically those leading up to and in to the development and deeded lake access causing water quality and safety concerns.

SIGNED: 05-21-25

Barry Rhineberger

From: Tom Moores <tmoores2@yahoo.com>
Sent: Monday, May 19, 2025 9:35 PM
To: Joshua C. Butteris; Barry Rhineberger
Subject: Lake Ida Lake Association
Attachments: Lake Ida Petition.pdf; Letter to County Planning & Zoning Board.docx

You don't often get email from tmoores2@yahoo.com. Learn why this is important

CAUTION: This email originated from outside of Wright County. Do not click links or open attachments unless you verify with the sender and know the content is safe.

To who it may concern
My name is Tom Moores I'm a board member of the Lake Ida Lake Association. I'm attaching a formal letter and petition in regards to opposing a concept plan that Skies Limit LLC has on the Planning and Zoning meeting on May 22, 2025. If you could please respond that you have received this e-mail it would be appreciated.
Thanks
Tom Moores

Tom Moores
748 101st Street NW
Monticello, MN 55362
tmoores2@yahoo.com
612-505-4548

5-18-2025

Wright County Planning & Zoning Board
Wright County Government Center
3650 Braddock Ave NE
Buffalo, MN 55313

Dear Members of the Wright County Planning & Zoning Board,

I am writing on behalf of the Lake Ida Lake Association to express our formal opposition to the proposed Rural Planned Unit Development (PUD) on Lake Ida in Silver Creek Township, identified as PID # 216000114100.

Our concern stems from the longstanding Northwest Quadrant Land Use Plan, developed to guide land-use decisions and ensure balanced development that preserves the character, water quality, and community interests within Wright County. We believe this development proposal conflicts with the principles outlined in that plan, particularly in regard to its impact on Lake Ida and the surrounding area.

Specifically, we are concerned about the following issues:

1. The adequacy and safety of Baker Avenue, given its current length and capacity to support increased traffic and development.
2. The allowance of second-tier and multi-tiered development, which we believe could lead to overdevelopment and strain on local infrastructure.
3. The proposed outlot with lake access, which raises concerns about water quality, boat traffic, and environmental impacts.
4. The potential for shared deeded access to the lake, which, based on a petition we will present with over 200 signatures, is strongly opposed by local residents.

We respectfully request that these concerns be considered carefully during the upcoming Planning and Zoning meeting scheduled for May 22, 2025. We believe that maintaining the integrity of Lake Ida and adhering to the guiding land use principles are essential for the well-being of our community and natural resources.

Thank you for your attention to this matter. We look forward to engaging in a constructive dialogue to protect the interests of Lake Ida residents and the broader community.

Sincerely,

Tom Moores, Board Member
Lake Ida Lake Association

4. **Skies Limit LLC** - New
LOCATION: xxxx Baker Ave NW – Gov't Lots 1 & 2, Section 11, Township 121, Range 26, Wright County, Minnesota. (Silver Creek Twp.) Tax #216-000-114100. Property Owner: Skies Limit LLC

Petitions to rezone Parcel F, as referenced on the survey by Otto Associates Inc., Project No. 24-0166, from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Agricultural/Residential (A/R) with a Residential-Recreational Shorelands District Overlay (S-2) and establishment of a Rural Planned Unit Development overlay district, as regulated in Sections 155.028, 155.047, 155.048, 155.057 & 155.09, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

(A) This roughly 80-acre property is located along Baker Avenue NW in Silver Creek Township. Part of the eastern boundary abuts Lake Ida, a 226-acre General Development Lake. The property is zoned General Agriculture (AG), with the areas within 1,000 feet of Lake Ida falling within the Residential-Recreational Shoreland District Overlay (S-2). The Northwest Quadrant (NWQ) Land Use Plan designates the property as Rural Residential. There are two residential building entitlements located on the property. Recently, there have been some pending approvals that could alter the property lines of the current 80-acre property. In March 2025, the Board of Adjustment approved a lot line adjustment that allows four small "backlots" to be split from the 80 acres. Each of the four "backlots" would need to be owned in common and combined with four current lake properties. The backlots range in size from 0.06 acres to 0.46 acres. In April 2025, the Board of Adjustment approved a request to add 5.5 acres from the 80 acres to PID 216-000-123300 & 216-023-000520. In total, the 80 acres has been reduced to 72.1 acres through these approvals.

(B) This request is to rezone the 72.1 acres from General Agriculture (AG) to Agricultural/Residential (A/R). The area of the property within 1,000 feet of Lake Ida would keep the S-2 Shoreland Overlay. The proposal also includes establishing a Rural Planned Unit Development (PUD) overlay district, which would allow for reduced lot sizes and width to accommodate a clustered, more unified development. The applicant has provided a concept plan that shows what would be an 8-lot platted subdivision. As required with Planned Unit Developments, land must be set aside. The applicant is showing that set aside land as "common open space." The "common open space" parcel is being shown as roughly 22.5 acres with roughly 191 feet of lake frontage.

(C) Silver Creek Township has approved a revised rezoning request and concept plan. The revised request would eliminate the PUD and require split zoning of R1/S2 for the 4 proposed lakeshore lots and AR/S2 for the 4 lots west of the road. This revision eliminates the outlot and lakeshore access the outlot would provide to the 4 larger "backlots", which was one of the concerns from the lake association. Two responses from the Lake Ida Association and a petition requesting denial have been received.

(D) The NWQ Land Use Plan states: Rural Residential - "*Designates those areas where a combination of agriculture, hobby farms and very large lot residential areas is deemed appropriate. The purpose is to provide a buffer between agricultural and other uses, and also to provide housing opportunities in a rural environment where large lot sizes and the rural atmosphere will be maintained. Existing land types may include large-wooded areas, non-prime farmland, pasture and other lands in areas not well suited to long term agricultural uses. Appropriate zoning may include Agricultural, Agricultural Residential, or, in unique circumstances, R-2(a). Rezoning from Agricultural to Agricultural*

Residential will be considered on a case by case basis, and not considered to be automatic, with the need for residential land, effect on nearby agricultural operations, the timing of the proposal in light of land uses in the area, and plan policies being prime considerations. Rezoning to R-1 or R-2 will only be considered for riparian lots on shorelands especially suited to residential development. Rezoning to R-2a may be appropriate in unique circumstances such as: infill for areas that are already developed in a similar manner; adjacent to developed areas with smaller lot sizes to serve as a transition, and; other unique situations which do not establish R-2a as a new zoning district in a previously "undeveloped" area."

(E) All five of the County's residential zoning districts are represented within a half-mile radius of the subject property. These include Urban/Rural Transition (R-1), Suburban Residential (R-2), Suburban Residential-a (R-2a), Agricultural/Residential (A/R), and General Agriculture (AG).

- R-1 zoning is found along the shoreline of Lake Ida to the east of the property.
- R-2 zoning exists to the northwest of the subject property.
- R-2a zoning is present both to the northwest and southeast.
- A/R-zoned properties are found in all directions, including adjacent parcels to the north.

The land use designations within a half-mile radius include Residential, Residential Large Lot, and Rural Residential.

- Residential designation applies to the properties along the Lake Ida shoreline.
- Residential Large Lot designation is found to the northwest of the property.
- Rural Residential designation fills out the rest of the area, including the subject property.

ACTION – Since this is the first hearing on the rezoning request, Staff is seeking direction from the Commission on how they would like to proceed. As with many rezoning requests, the Commission may choose to request a site inspection to better assess the property. The proposed rezoning is consistent with the Northeast Quadrant Land Use Plan, which designates the area as Rural Residential, and therefore, the request to rezone the property to Agricultural/Residential (A/R) aligns with the broader planning goals.

The current concept plan also includes an outlot with lake frontage, providing lake access to the 4 second tier lots in the PUD. Although it is not prohibited, the Commission should discuss whether this is advisable, as the lake impact could be similar if the proposal was for 8 lakeshore lots, not only the 4 being proposed. The revised plan would have the same number of buildable lots and distribution of lots (8 total, 4 lakeshore and 4 "backlots) and the same amount of new road, but would eliminate the common open space (outlot) and the lake frontage that was included in that space.

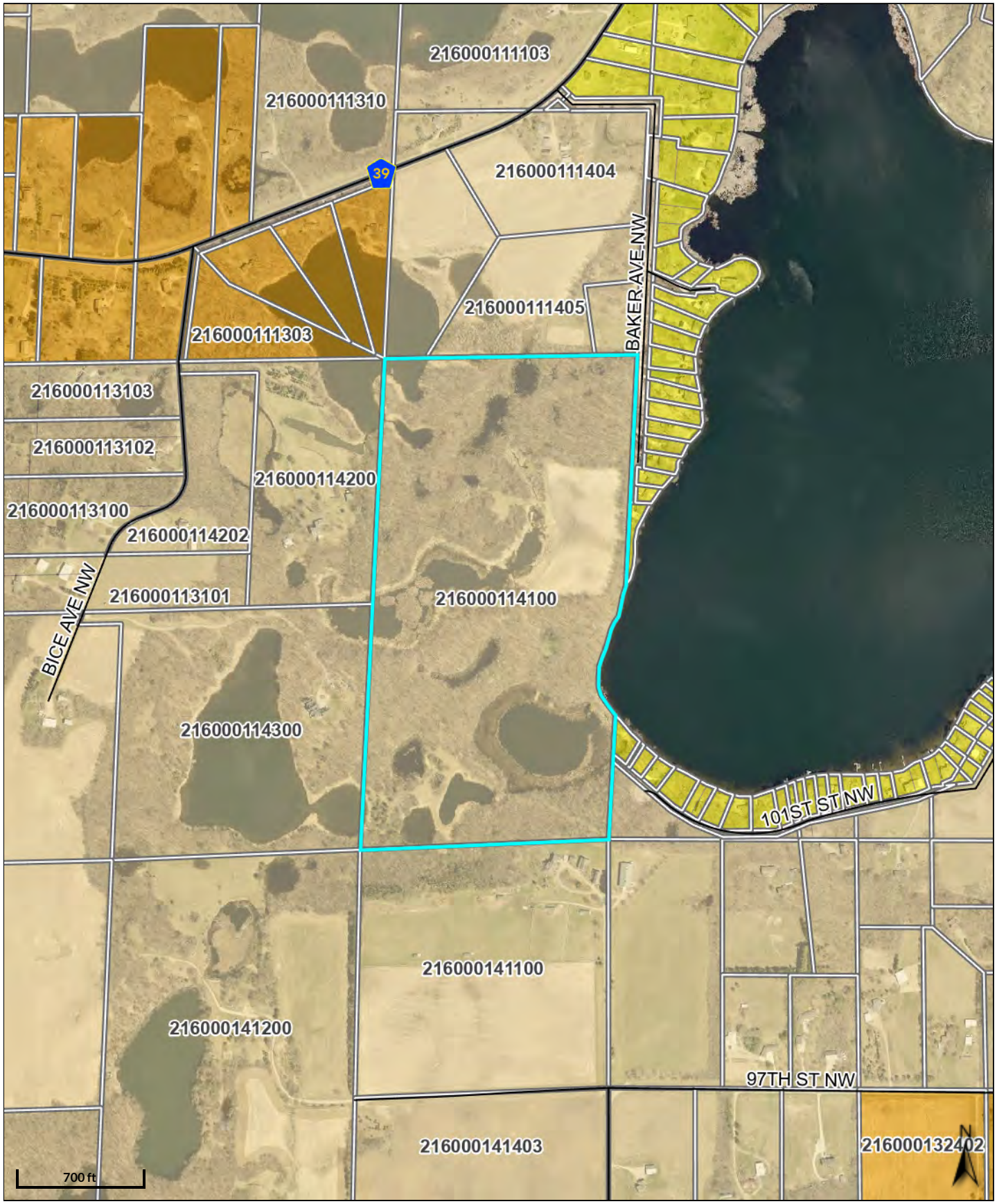
Given the Township's approval of split zoning, R1/S2 on the lake and AR/S2 on the back, if the Commission would entertain these revision, new notices should be sent outlining the revised request. As such, staff would recommend a motion: **to continue the matter to the June 12th meeting for a site inspection and renotification due to the change in requested zoning.**

Aerial Map - Skies Limit LLC

Aerial Map - Skies Limit LLC

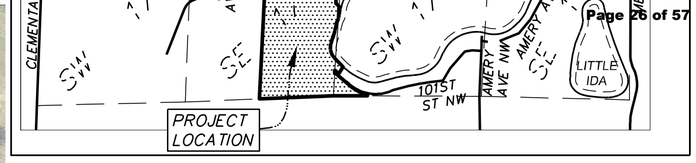
Land Use Map - Skies Limit LLC

Tan = Rural Residential -- Orange = Large-Lot Residential -- Yellow = Residential



Zoning Map - Skies Limit LLC

No Color = AG -- Green = A/R -- Brown = R2a -- Orange = R2 -- Yellow = R1



ADAMS ACRES

2 1 1

S89°05'50"W 1342.14

N89°05'50"E 1342.18

325±

325±

380

638

1188

661

430

199

1088

1342.52

Delineated Wetland

Delineated Wetland A

Delineated Wetland B

Delineated Wetland C

Delineated Wetland D

Delineated Wetland E

Delineated Wetland F

Delineated Wetland K

Delineated Wetland G

Delineated Wetland I

Delineated Wetland J

Delineated Wetland H

Delineated Wetland 4A

Delineated Wetland 4

Delineated Wetland 3

Delineated Wetland 2

Delineated Wetland 1

1

Area = 10.0 ACRES

2

Area = 10.4 ACRES

3

Area = 10.4 ACRES

4

Area = 10.1 ACRES

977.82 SB 49

977.01 SB 50

978.27 SB 51

979.42 SB 52

980.78 SB 54

983.24 SB 53

989.44 SB 44

979.68 SB 43

981.29 SB 45

984.57 SB 46

985.63 SB 47

989.44 SB 48

996.74 SB 37

SB 38

SB 39

SB 40

SB 41

SB 42

989.46 SB 31

990.07 SB 32

990.60 SB 33

991.06 SB 35

991.57 SB 36

987.04 SB 34

PID 216-000-114100

BAKER AVENUE NW

BAKER AVENUE NW

BUCK'S SECOND ADDITION

BUCK'S FIRST ADDITION

325±

325±

66

66

66

46

S2°49'41"W 582.16

S2°49'41"W 261.93

368

216

S46°39'39"W 199.96

Δ=8°20'15"
R=300.00
L=43.66
C.Brg.=S42°29'32"W
Chd=43.62

S50°05'12"E 130.60

973.98 SB 2

974.94 SB 1

977.28 SB 7

978.49 SB 6

978.25 SB 5

975.30 SB 3

977.43 SB 4

N00°00'00"W 80.62

N50°05'12"W 119±

464

228

72

72

150

188

317

350

187

200

347

161

161

84

109

96

284

228

204

75

278

191

30

30

Existing House

Existing Building

Existing House

Garage

Shed

Survey Line

Present Shoreline

Shoreline per Aerial

979.79 SB 11

980.17 SB 8

983.04 SB 10

984.34 SB 9

981.94 SB 12

986.03 SB 13

988.38 SB 14

985.63 SB 15

988.65 SB 17

988.28 SB 16

991.99 SB 18

981.98 SB 25

987.23 SB 27

984.00 SB 29

982.48 SB 28

988.37 SB 30

Area = 1.2 ACRES

Area = 1.3 ACRES

Area = 1.5 ACRES

Area = 3.0 ACRES

LAKE IDA

Centerline of trail

APPROXIMATE BLUFF LINE

OUTLOT A

COMMON OPEN SPACE

Area = 22.5 ACRES

Edge of Wetland

PID 216-023-000520

PID 216-000-123300

SB 20 1013.10

SB 19 1014.67

1017.47

1016.55 SB 21

SB 22

1021.32

South Line of Gov't Lot 2, Sec. 12

1019.19 SB 23

East Line of Gov't Lot 2, Sec. 11

West Line of Gov't Lot 2, Sec. 12

Edge of Bit.

Bit. Road

101ST STREET NW

AVONDALE DRIVE

Shoreline per Aerial

Present Shoreline

Northerly extension of the East line of the West 605.00 of the NW 1/4 of the NW 1/4 of Sec. 13

East line of the West 605.00 feet of the NW 1/4 of NW 1/4 of Sec. 13, T. 121, R. 26

South Line of Govt Lot 2, Sec. 11

S87°33'29"W 445.92

1088

1088

430

199

239

297

152

237

638

661

378

277

186

446

406

320

Delineated Wetland

Delineated Wetland

Delineated Wetland

Delineated Wetland 4

Delineated Wetland 3

Delineated Wetland 2

Delineated Wetland 1

Revised

ADAMS ACRES

PROJECT LOCATION

CLEMENTA

AMERY AVE NW

101ST ST NW

LITTLE IDA

S89°05'50"W 1342.14

N89°05'50"E 1342.18

1

Area = 10.0 ACRES

2

Area = 10.4 ACRES

3

Area = 12.13 ACRES

4

Area = 29.0 ACRES

Area = 1.66 ACRES

Area = 1.2 ACRES

Area = 1.3 ACRES

Area = 1.5 ACRES

Area = 4.9 ACRES

Delineated Wetland

Delineated Wetland A

Delineated Wetland B

Delineated Wetland C

Delineated Wetland D

Delineated Wetland E

Delineated Wetland F

Delineated Wetland G

Delineated Wetland H

Delineated Wetland I

Delineated Wetland J

Delineated Wetland K

Delineated Wetland 1

Delineated Wetland 2

Delineated Wetland 3

Delineated Wetland 4

977.82 SB 49

977.01 SB 50

978.27 SB 51

979.42 SB 52

980.78 SB 54

983.24 SB 53

979.68 SB 43

981.29 SB 45

980.39 SB 44

985.63 SB 47

984.57 SB 46

989.44 SB 48

984.29 SB 38

996.74 SB 37

982.81 SB 39

983.73 SB 42

979.74 SB 40

979.90 SB 41

973.98 SB 2

974.84 SB 1

977.28 SB 7

979.49 SB 6

978.25 SB 5

975.30 SB 3

976.43 SB 4

979.79 SB 11

983.64 SB 10

984.34 SB 9

981.94 SB 12

986.03 SB 13

988.38 SB 14

985.63 SB 15

988.28 SB 16

990.99 SB 18

988.65 SB 17

989.46 SB 31

990.07 SB 32

987.04 SB 34

990.60 SB 33

991.06 SB 35

991.67 SB 36

987.98 SB 25

987.23 SB 27

982.45 SB 28

988.37 SB 30

1013.10 SB 20

1014.67 SB 19

1017.47 SB 21

1016.55 SB 22

1021.32 SB 24

1019.19 SB 23

BAKER AVENUE NW

BUCK'S SECOND ADDITION

BUCK'S FIRST ADDITION

LAKE IDA

PID 216-000-114100

PID 216-023-000520

PID 216-000-123300

Existing House

Existing Building

Existing Garage

Shed

Survey Line

Present Shoreline

Shoreline per Aerial

Edge of Wetland

APPROXIMATE BLUFF LINE

Centerline of trail

Edge of Bit.

Bit. Road

101ST STREET NW

Delineated Wetland 1

Delineated Wetland 2

Delineated Wetland 3

Delineated Wetland 4

East Line of Gov't Lot 2, Sec.11

West Line of Gov't Lot 2, Sec.12

South Line of Gov't Lot 2, Sec.11

Northerly extension of the East line of the West 605.00 of the NW 1/4 of the NW 1/4 of Sec. 13

East line of the West 605.00 feet of the NW 1/4 of NW 1/4 of Sec. 13, T. 121, R. 26

Δ=8°20'15"
R=300.00
L=43.66
C.Brg.=S42°29'32"W
Chd=43.62

S46°29'39"W 199.96

S50°05'12"E 130.80

N00°00'00"E 90.62

N50°05'12"W 119±

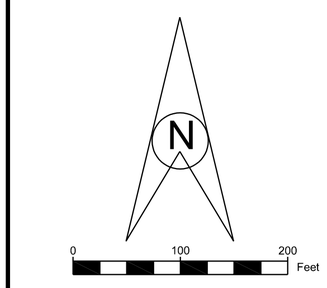
S2°49'41"W 587.16

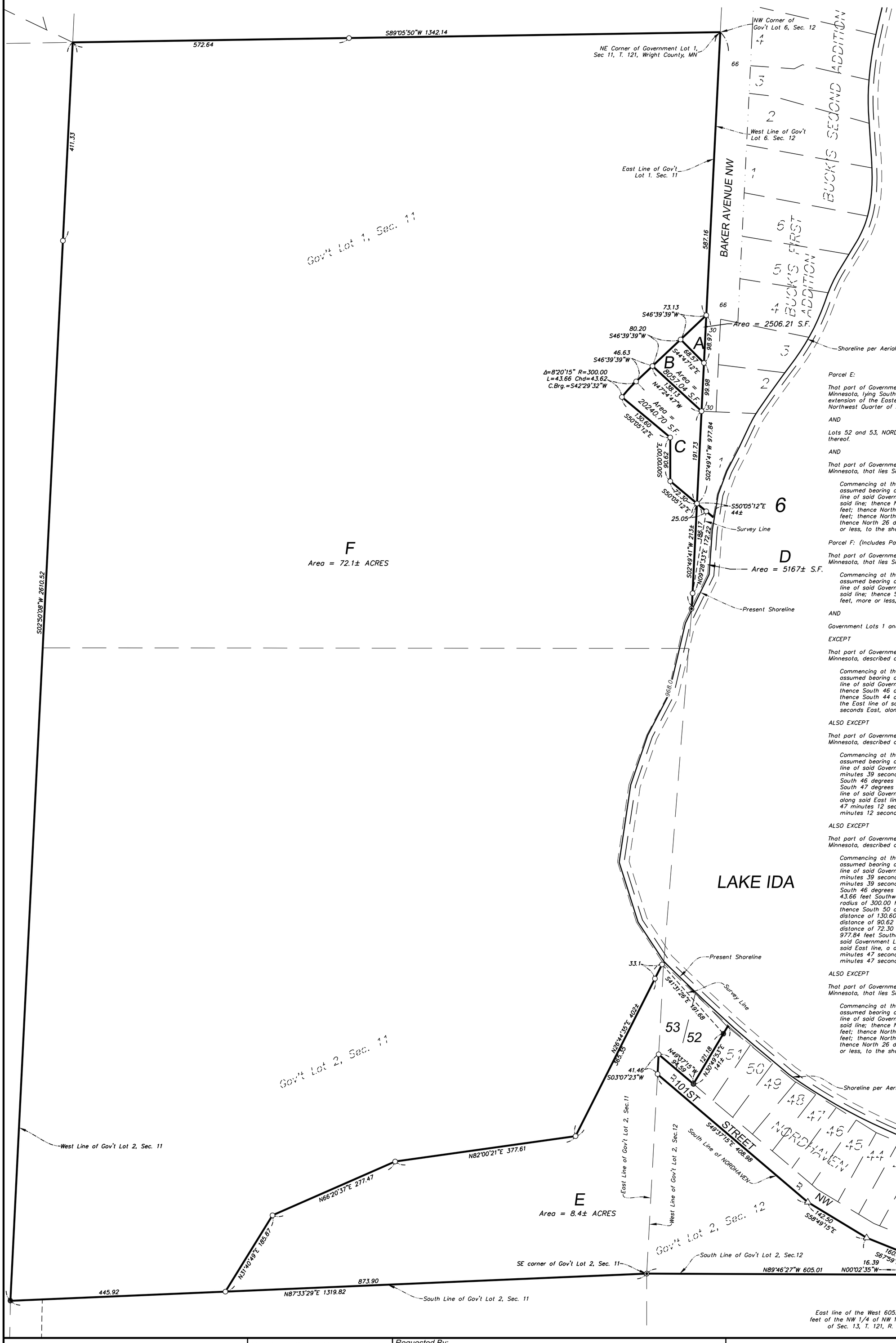
S2°49'41"W 261.92

N2°50'08"E 2610.52

S87°33'29"W 445.92

Certificate of Survey





PROPOSED PROPERTY DESCRIPTIONS

Parcel A:

That part of Government Lot 1, Section 11, Township 121, Range 26, Wright County, Minnesota, described as follows:

Commencing at the Northeast corner of said Government Lot 1; thence on an assumed bearing of South 02 degrees 49 minutes 41 seconds West, along the East line of said Government Lot 1, a distance of 587.16 feet to the point of beginning; thence South 46 degrees 39 minutes 39 seconds West, a distance of 73.13 feet; thence South 44 degrees 47 minutes 12 seconds East, a distance of 68.57 feet to the East line of said Government Lot 1; thence North 02 degrees 49 minutes 41 seconds East, along said East line, a distance of 98.97 feet to the point of beginning.

Parcel B:

That part of Government Lot 1, Section 11, Township 121, Range 26, Wright County, Minnesota, described as follows:

Commencing at the Northeast corner of said Government Lot 1; thence on an assumed bearing of South 02 degrees 49 minutes 41 seconds West, along the East line of said Government Lot 1, a distance of 587.16 feet; thence South 46 degrees 39 minutes 39 seconds West, a distance of 73.13 feet to the point of beginning; thence South 46 degrees 39 minutes 39 seconds West, a distance of 80.20 feet; thence South 47 degrees 24 minutes 47 seconds East, a distance of 138.13 feet to the East line of said Government Lot 1; thence North 02 degrees 49 minutes 41 seconds East, along said East line, a distance of 99.98 feet to a line that bears South 44 degrees 47 minutes 12 seconds East from the point of beginning; thence North 44 degrees 47 minutes 12 seconds West, a distance of 68.57 feet to the point of beginning.

Parcel C:

That part of Government Lot 1, Section 11, Township 121, Range 26, Wright County, Minnesota, described as follows:

Commencing at the Northeast corner of said Government Lot 1; thence on an assumed bearing of South 02 degrees 49 minutes 41 seconds West, along the East line of said Government Lot 1, a distance of 587.16 feet; thence South 46 degrees 39 minutes 39 seconds West, a distance of 73.13 feet; thence South 46 degrees 39 minutes 39 seconds West, a distance of 80.20 feet to the point of beginning; thence South 46 degrees 39 minutes 39 seconds West, a distance of 46.63 feet; thence 43.66 feet Southwesterly along a tangential curve concave Southeasterly, having a radius of 300.00 feet and a central angle of 08 degrees 20 minutes 15 seconds; thence South 50 degrees 05 minutes 12 seconds East, not tangent to said curve, a distance of 130.60 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 90.62 feet; thence South 50 degrees 05 minutes 12 seconds East, a distance of 72.30 feet to a point on the East line of said Government Lot 1 distant 977.84 feet Southerly, as measured along said East line from the Northeast corner of said Government Lot 1; thence North 02 degrees 49 minutes 41 seconds East, along said East line, a distance of 191.73 feet to a line that bears South 47 degrees 24 minutes 47 seconds East from the point of beginning; thence North 47 degrees 24 minutes 47 seconds West, a distance of 138.13 feet to the point of beginning.

Parcel D:

That part of Government Lot 6, Section 12, Township 121, Range 26, Wright County, Minnesota, that lies Southerly of the following described line:

Commencing at the Northwest corner of said Government Lot 6; thence on an assumed bearing of South 02 degrees 49 minutes 41 seconds West, along the West line of said Government Lot 6, a distance of 977.84 feet to the point of beginning of said line; thence South 50 degrees 05 minutes 12 seconds East, a distance of 44 feet, more or less, to the shoreline of Lake Ida and said line there terminating.

Parcel E:

That part of Government Lot 1, Section 12, Township 121, Range 26, Wright County, Minnesota, lying South of the recorded plat of NORDHAVEN and Westerly of the Northerly extension of the Easterly line of the West 605.00 feet of the Northwest Quarter of the Northwest Quarter of Section 13, Township 121, Range 26, Wright County, Minnesota.

AND

Lots 52 and 53, NORDHAVEN, Wright County, Minnesota, according to the recorded plat thereof.

AND

That part of Government Lot 2, Section 11, Township 121, Range 26, Wright County, Minnesota, that lies Southeasterly of the following described line:

Commencing at the Southeast corner of said Government Lot 2; thence on an assumed bearing of South 87 degrees 33 minutes 29 seconds West, along the South line of said Government Lot 2, a distance of 873.90 feet to the point of beginning of said line; thence North 31 degrees 40 minutes 49 seconds East, a distance of 185.87 feet; thence North 66 degrees 20 minutes 37 seconds East, a distance of 277.47 feet; thence North 82 degrees 00 minutes 21 seconds East, a distance of 377.61 feet; thence North 26 degrees 44 minutes 35 seconds East, a distance of 402 feet, more or less, to the shoreline of Lake Ida and said line there terminating.

Parcel F: (Includes Parcel D)

That part of Government Lot 6, Section 12, Township 121, Range 26, Wright County, Minnesota, that lies Southerly of the following described line:

Commencing at the Northwest corner of said Government Lot 6; thence on an assumed bearing of South 02 degrees 49 minutes 41 seconds West, along the West line of said Government Lot 6, a distance of 977.84 feet to the point of beginning of said line; thence South 50 degrees 05 minutes 12 seconds East, a distance of 44 feet, more or less, to the shoreline of Lake Ida and said line there terminating.

AND

Government Lots 1 and 2, Section 11, Township 121, Range 26, Wright County, Minnesota.

EXCEPT

That part of Government Lot 1, Section 11, Township 121, Range 26, Wright County, Minnesota, described as follows:

Commencing at the Northeast corner of said Government Lot 1; thence on an assumed bearing of South 02 degrees 49 minutes 41 seconds West, along the East line of said Government Lot 1, a distance of 587.16 feet to the point of beginning; thence South 46 degrees 39 minutes 39 seconds West, a distance of 73.13 feet; thence South 44 degrees 47 minutes 12 seconds East, a distance of 68.57 feet to the East line of said Government Lot 1; thence North 02 degrees 49 minutes 41 seconds East, along said East line, a distance of 98.97 feet to the point of beginning.

ALSO EXCEPT

That part of Government Lot 1, Section 11, Township 121, Range 26, Wright County, Minnesota, described as follows:

Commencing at the Northeast corner of said Government Lot 1; thence on an assumed bearing of South 02 degrees 49 minutes 41 seconds West, along the East line of said Government Lot 1, a distance of 587.16 feet; thence South 46 degrees 39 minutes 39 seconds West, a distance of 73.13 feet to the point of beginning; thence South 46 degrees 39 minutes 39 seconds West, a distance of 80.20 feet; thence South 47 degrees 24 minutes 47 seconds East, a distance of 138.13 feet to the East line of said Government Lot 1; thence North 02 degrees 49 minutes 41 seconds East, along said East line, a distance of 99.98 feet to a line that bears South 44 degrees 47 minutes 12 seconds East from the point of beginning; thence North 44 degrees 47 minutes 12 seconds West, a distance of 68.57 feet to the point of beginning.

ALSO EXCEPT

That part of Government Lot 1, Section 11, Township 121, Range 26, Wright County, Minnesota, described as follows:

Commencing at the Northeast corner of said Government Lot 1; thence on an assumed bearing of South 02 degrees 49 minutes 41 seconds West, along the East line of said Government Lot 1, a distance of 587.16 feet; thence South 46 degrees 39 minutes 39 seconds West, a distance of 73.13 feet; thence South 46 degrees 39 minutes 39 seconds West, a distance of 80.20 feet to the point of beginning; thence South 46 degrees 39 minutes 39 seconds West, a distance of 46.63 feet; thence 43.66 feet Southwesterly along a tangential curve concave Southeasterly, having a radius of 300.00 feet and a central angle of 08 degrees 20 minutes 15 seconds; thence South 50 degrees 05 minutes 12 seconds East, not tangent to said curve, a distance of 130.60 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 90.62 feet; thence South 50 degrees 05 minutes 12 seconds East, a distance of 72.30 feet to a point on the East line of said Government Lot 1 distant 977.84 feet Southerly, as measured along said East line from the Northeast corner of said Government Lot 1; thence North 02 degrees 49 minutes 41 seconds East, along said East line, a distance of 191.73 feet to a line that beors South 47 degrees 24 minutes 47 seconds East from the point of beginning; thence North 47 degrees 24 minutes 47 seconds West, a distance of 138.13 feet to the point of beginning.

ALSO EXCEPT

That part of Government Lot 2, Section 11, Township 121, Range 26, Wright County, Minnesota, that lies Southeasterly of the following described line:

Commencing at the Southeast corner of said Government Lot 2; thence on an assumed bearing of South 87 degrees 33 minutes 29 seconds West, along the South line of said Government Lot 2, a distance of 873.90 feet to the point of beginning of said line; thence North 31 degrees 40 minutes 49 seconds East, a distance of 185.87 feet; thence North 66 degrees 20 minutes 37 seconds East, a distance of 277.47 feet; thence North 82 degrees 00 minutes 21 seconds East, a distance of 377.61 feet; thence North 26 degrees 44 minutes 35 seconds East, a distance of 402 feet, more or less, to the shoreline of Lake Ida and said line there terminating.

Certificate of Survey on part of Gov't lots 1, 2, and 6, Sec. 11 and Gov't Lot 2, Sec. 12 all in Township 121, Range 26, Wright County, Minnesota

Revised:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Paul E. Otto
License #40062 Date: 4-30-25

Requested By:

Skies Limit LLC

Date:	Drawn By:	Scale:	Checked By:
4-25-25	NB	1"=100'	P.E.O.

OTTO ASSOCIATES
Engineers & Land Surveyors, Inc.
www.ottoassociates.com
9 West Division Street
Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

- ● denotes iron monument found
- ○ denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062
- △ denotes P.K. nail set
- ◉ denotes found Wright County Cast Iron Monument

Project No. 24-0166

NOTICE OF PUBLIC HEARING - WRIGHT COUNTY PLANNING COMMISSION

TOWNSHIP RESPONSE FORM

TOWNSHIP: Silver Creek Twp.

HEARING DATE: Thursday, May 22, 2025, at 7:30 p.m

RECEIVED
MAY 21 2025
BY:

Skies Limit LLC
(612) 201-1982

LOCATION: xxxx Baker Ave NW – Gov't Lots 1 & 2, Section 11, Township 121, Range 26, Wright County, Minnesota. (Silver Creek Twp.) Tax #216-000-114100. Property Owner: Skies Limit LLC

Petitions to rezone Parcel F, as referenced on the survey by Otto Associates Inc., Project No. 24-0166, from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Agricultural/Residential (A/R) with a Residential-Recreational Shorelands District Overlay (S-2) and establishment of a Rural Planned Unit Development overlay district, as regulated in Sections 155.028, 155.047, 155.048, 155.057 & 155.09, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

STAFF NOTES: The rezoning request complies with the Land Use Plan designation for "Rural Residential." The Planning Commission may recommend the establishment of the PUD district.

* *

THE TOWN BOARD SHOULD COMPLETE THE FOLLOWING AT A TOWN BOARD MEETING. IF THE TOWNSHIP IS RECOMMENDING ACTION WHICH CONFLICTS WITH THE COMPREHENSIVE PLAN, PLEASE STATE THE REASONS. IF NO WRITTEN RESPONSE IS RECEIVED FROM THE TOWNSHIP BEFORE THE HEARING, THE WRIGHT COUNTY PLANNING COMMISSION WILL HAVE TO CONTINUE THE HEARING OR ASSUME THAT THE TOWN BOARD PREFERS TO LEAVE THE MATTER UP TO THE COUNTY.

TOWNSHIP APPROVES OF THE REQUEST BECAUSE: **There was a motion made by Klein to approve the rezone request for PID 216-000-114100 from Ag to Ag Residential with shoreland district overlay, no PUD, and the concept plan is to be changed to not allow backlot access to the lake, second by Egge, Forsman Abstained, carried 9-0. An additional motion pertaining to the town road was made by Klein to approve that the township will take over the development road if created to township specs and that the development road begins at Lot 1.**

There were many comments and concerns from the residents, they provided a letter and opposition petition (see attached). Key points were road integrity and safety specifically those leading up to and in to the development and deeded lake access causing water quality and safety concerns.

SIGNED: 05-21-25

Barry Rhineberger

From: Tom Moores <tmoores2@yahoo.com>
Sent: Monday, May 19, 2025 9:35 PM
To: Joshua C. Butteris; Barry Rhineberger
Subject: Lake Ida Lake Association
Attachments: Lake Ida Petition.pdf; Letter to County Planning & Zoning Board.docx

You don't often get email from tmoores2@yahoo.com. Learn why this is important

CAUTION: This email originated from outside of Wright County. Do not click links or open attachments unless you verify with the sender and know the content is safe.

To who it may concern
My name is Tom Moores I'm a board member of the Lake Ida Lake Association. I'm attaching a formal letter and petition in regards to opposing a concept plan that Skies Limit LLC has on the Planning and Zoning meeting on May 22, 2025. If you could please respond that you have received this e-mail it would be appreciated.
Thanks
Tom Moores

Tom Moores
748 101st Street NW
Monticello, MN 55362
tmoores2@yahoo.com
612-505-4548

5-18-2025

Wright County Planning & Zoning Board
Wright County Government Center
3650 Braddock Ave NE
Buffalo, MN 55313

Dear Members of the Wright County Planning & Zoning Board,

I am writing on behalf of the Lake Ida Lake Association to express our formal opposition to the proposed Rural Planned Unit Development (PUD) on Lake Ida in Silver Creek Township, identified as PID # 216000114100.

Our concern stems from the longstanding Northwest Quadrant Land Use Plan, developed to guide land-use decisions and ensure balanced development that preserves the character, water quality, and community interests within Wright County. We believe this development proposal conflicts with the principles outlined in that plan, particularly in regard to its impact on Lake Ida and the surrounding area.

Specifically, we are concerned about the following issues:

1. The adequacy and safety of Baker Avenue, given its current length and capacity to support increased traffic and development.
2. The allowance of second-tier and multi-tiered development, which we believe could lead to overdevelopment and strain on local infrastructure.
3. The proposed outlot with lake access, which raises concerns about water quality, boat traffic, and environmental impacts.
4. The potential for shared deeded access to the lake, which, based on a petition we will present with over 200 signatures, is strongly opposed by local residents.

We respectfully request that these concerns be considered carefully during the upcoming Planning and Zoning meeting scheduled for May 22, 2025. We believe that maintaining the integrity of Lake Ida and adhering to the guiding land use principles are essential for the well-being of our community and natural resources.

Thank you for your attention to this matter. We look forward to engaging in a constructive dialogue to protect the interests of Lake Ida residents and the broader community.

Sincerely,

Tom Moores, Board Member
Lake Ida Lake Association

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Good evening, chairman and board menbers. My name is Tom Moores. I'm a board member of the Lake Ida Lake Association, I live at 748 101st Street NW Monticello. Thank you for the opportunity to speak with you tonight about the concept plan for the property on the west side of Lake Ida—PID # 216000114100.

Lake Ida is small lake—just 226 acres according to the DNR—but it supports nearly 100 separate property IDs with about 80 dwellings, 80 percent of them are year-round homes and the remaining are seasonal cabins. We value this lake for its quiet character, its recreational opportunities, and, most critically, its water quality. We view tonight's proposal through the lens of preserving those qualities for the families and wildlife that depend on them. Our association is very proud of its proactive approach on water quality, we do numerous water quality testing and invasive species inspections throughout the year and we also have a inspector at our boat landing on designated days throughout the summer.

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My comments tonight will focus on 5 serious concerns although we have many concerns.

1. Roadway length and safety of Baker Av. which is a dead end road.

County ordinance limits a dead-end road to a maximum of 500 feet before a second access is required. Baker Avenue already exceeds that 500-foot threshold. (2400ft) Adding another 800 feet of roadway without a second exit or emergency turnaround poses a real safety hazard—for neighbors, for emergency responders, and for the homeowners who will occupy these new lots. In the event of fire, severe storm, or medical emergency, a single, over-length road can become a bottleneck, cutting off vital access.

We urge you to require the developer to bring this proposal into full compliance with the County's access standards—either by reducing the length of the new extension or by providing a second access point.

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2. Water quality impacts

Lake Ida's shoreline is already developed to the edge in many spots, and our water quality is on a knife's edge. Every additional lot means more impervious surface—driveways, rooftops, manicured lawns—and more potential for stormwater runoff, sedimentation, and fertilizer or pesticide leaching into the lake. Even modern septic systems can fail or overflow over time unless they are meticulously maintained.

3. Increased boat traffic and safety

More homes on the west shore means more boats. Lake Ida has 2 bays on it, each bay is about 20 acres and very shallow and weedy there for only about 185 acres are used for recreation purposes. Boat traffic becomes a great concern, congestion endangers swimmers, paddle-sport enthusiasts, boat operators and wildlife alike. The large powerful boats are all ready creating a problem on the small lake. Wake

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damage to shoreline docks and vegetation will worsen.

4. Second-Tier and multi-Tiered development

We believe this would lead to overdevelopment and strain on local infrastructure.

5. Deeded lake access

We are definitely opposed to backlots having lake access. We believe the potential for a shared deeded access to the lake with docks would raise concerns about water quality, boat traffic and environmental impacts.

The county developed a land use plan a few years back, the Northwest Quadrant Land Use Plan was developed to guide land use decisions and ensure balanced development that preserves the character, water quality and community interests within the county. We believe this development proposal

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conflicts with the principles outlined in that plan, particularly in regard to its impact on Lake Ida and the surrounding area. We are hoping the board takes a good look at this plan, I would like to bring forward a few direct comments from that plan.

1. Land use Plan changes that are made to benefit an individual or small group or on an ad-hoc basis damage the credibility of the planning process and the usefulness of the plan.
2. The purpose of this NWQ Land Plan is to provide a decision making guide that will serve the best interest of the current and future citizens of Wright County.
3. Specifically regarding Silver Creek Township: the land use plan specifically mentions Lake Ida as intensive development, often on undersized lots.
4. Steep Slopes, this development falls within the Steep Slope area of the NWQ plan.
5. Unless otherwise provided in the Land Use Plan map, only single-tier riparian development will be permitted on lakes determined to be suited for residential development.

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In summary, we support responsible growth, but not at the expense of public safety or Lake Ida's fragile ecosystem. In summary we respectfully urge you to:

- Enforce the 500-foot dead-end roadway standard or require a second access.
- Address Water Quality Impacts
- Address increased boat traffic and safety
- Not allow second-tier and multi-tier development
- Not allow backlot Deeded Lake access

Thank you for your service to our county and township for carefully weighing these concerns. We stand ready to work with staff, the developer, and the Board to find a balanced solution that honors both private property rights and the public interest in safety and environmental protection.

OPPOSITION TO MULTI-TIER/AND/OR SHARED/DEEDED ACCESS DEVELOPMENTS ON LAKE IDA

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- Shared or deeded lake access for property that is not riparian (directly on the lakefront)

Approval of such developments would not only violate county planning principles but would also set a harmful precedent for the future of Lake Ida. We urge local officials, planning commissions, and decision-makers to uphold the current land use policies in order to protect this resource for generations to come.

#	Date	Name	Address	City	Zip	Phone	Signature
16	4-27-25	Terri Morrow	771 CTY Rd 39 NW	Monticello	55362	763-442-9195	Terri Morrow
17	4-27-25	BRAD MORROW	771 CTY RD 39 NW	MONTICELLO	55362	612-386-[illegible]	Brad Morrow
18	4-27-25	Jon Bray	584 101st N.W	Monticello	55362	763-878-2784	Jon Bray
19	4.27.25	Karen Moores	748-101st St SW	Monticello MN	55362	218.831.2070	Karen Moores
20	4-27-25	Lucille Murray	10698 Baker Ave. NW	Monticello, MN	55362	763-412-2[illegible]	Lucille Murray
21	4 27 25	MIKE BRAY	584 101 St NW	Monticello	55362	763 878 2784	Michael Bray
22	4-27-25	Steve Fricke	562 101st St NW	Monticello	55362	763-[illegible]-7380	Steve Fricke
23	4-27-25	Karen Fricke	562 101st St NW	Monticello	55362	763-286-0675	Karen Fricke
24	4-27-25	Dan Weber	10486 Baker Ave NW	Monticello	55362	763-286-[illegible]	Dan Weber
25	4-27-25	Carol Weber	10486 Baker Ave NW	Monticello	55362	763-286-4092	Carol L Weber
26	4.27.25	Sandy Farnick	10500 Baker Ave NW	Monticello	55362	763-742-[illegible]	Sandra Farnick
27	4-27-25	Dirk Westveer	10601 Emery Ave NW	Monticello	55362	763-312-0219	Dirk Westveer
28	4/27/25	ROBERT FINKE	732 101st NW	MONTICELLO	55362	612-590-8535	Robert C. Finke
29	5/14/25	Maria Murray	10698 Baker Ave. NW	Monticello	55362	763-492-1971	[illegible]
30	5/14/25	David Murray	10698 Baker Ave NW	Monticello	55362	763-501-0308	David Murray

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1	4/27/25	Jon R. Murray	10698 Baker Ave. NW	Monticello	55362	612-804-4506	
2	4/27/25	Rob Alward	10580 Arnold Cir NW	Monticello	55362	651-587-3466	
3	4/27/25	Terry Fleming	10327 Amery Ave NW	Monticello	55362	612-900-8823	
4	4/27/25	Ryan Soderholm	10672 Baker Ave N	Monticello	55362	612 386 5845	
5	4/27/25	Tom Moores	748 101st NW	Monticello	55362	612-505-4648	
6	4/27/25	Jeff Farnick	10560 Baker Ave Monticello, MN	Monticello	55362	763-345-0296	
7	4/27/25	Matthew Zemlicka	10464 Baker Ave NW	Monticello	55362	6124835231	
8	4/27/25	Cynthia Zemlicka	10464 Baker Ave NW	Monticello	55362	763-321-1734	
9	4/27/25	Janice Jentink	10191 Amery Ave NW Monticello	Monticello	55362	651-455-6233	
10	4/27/25	Shirley Zachman	10190 Amery NW Monticello, MN.	Monticello	55362	763-232-6515	
11	4/27/25	Scott Kick	10188 Amery Ave NW Monticello MN	Monticello	55362	763-710-4691	
12	4/27/25	Dirk Posthumus	10293 Amery Ave N-W.	Monticello	55362	763 292 5977	
13	4/27/25	JOHN MEILAHN	10549 AMERY AVE NW	MONTICELLO	55362	612-819-2741	
14	4/27/25	Duane Van Culin	10729 Baker Ave NW	Monticello	55362	763-878-2577	
15	4/27/25	ROXANNE VANCULIN	10724 BAKER AVE NW	MONTICELLO	55362	612-207-4516	

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#	Date	Name	Address	City	Zip	Phone	Signature
1	4/27	Zac Zemlicka	10464 Baker Ave NW	Monticello	55362	763-259-8473	
2	5/3/25	Jon Schneider	10398 Baker Ave NW	Monticello	55362	763) 3238486	
3	5/3/25	Anne Schneider	10396 Baker Ave NW	Monticello	55362	7632276064	
4	5/14/25	Jean Kramer	109 Kenneth Lane	Monticello	55362	7632956460	Jean Kramer
5	5-14-25	Jenny Zemlicka	8460 Jason Ave NE	Monticello	55362	763-295-2098	
6	5/14/25	John Zemlicka	8460 JASON AVE NE	MONTICELLO	55362	612-232-2336	
7	5/14/25	Mark Michael	8415 Jason Ave NE	Monticello	55362	763-228-5505	
8	05/14/25	KYLE ZEMLICKA	4791 FARMSTEAD DR	MONTICELLO	55362	612-221-3196	
9	5/14/25	Lisa Haagen	4791 Farmstead Dr	Monticello	55362	612-382-5452	
10	5-14-25	Lisa Danforth	9416 ORIOLE LANE	Monticello	55362	763.370.8872	
11	5/14/25	Joseph Pumarlo	910 90th St NW	Buffalo	55313	763-706-7563	
12	5/14/25	Lillian Munstertieger	12591 Aetna Ave NE	Monticello	55362	651-829-7227	
13	5/14/25	Paige Danforth	9416 Oriole Lane	Monticello	55362	763-354-8873	
14	5/15/25	Jon Zemlicka	10464 Baker Ave NW	Monticello	55362	651-261-7563	
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#	Date	Name	Address	City	Zip	Phone	Signature
1	5/1/25	MARK DOWNELL	644-101st STREET NW	MONTICELLO	55362	612 240 8698	
2	5/1/25	Jerry Bistodeau	698 101 ST Street NW	Monticello	553362	763-458-3800	
3	5/4/25	Carrie Soucy	9166 101ST ST NW	Monticello	55362	612 327 7841	
4	5/4/25	Linda Mielke	552 101st St NW	Monticel	55362	612-770-8974	
5	5/4/25	Joseph Soucy	9166 101ST ST NW	Monticello	55362	763-200-0098	
6	5/4/25	Nick Johnson	9970 Amery Ave NW	Monticello	55362	612-751-7307	
7	5/4/25	Mary Johnson	9970 Amery Ave NW	Monticello	55362	612-554-0152	
8	5/4/25	Jim Waytcke	825 101st St NW	Monticello	55362	763-227-4796	
9	5/4/25	Steph Waytcke	825 101st St NW	Monticello	55362	763-227-4798	
10	5/4/25	Erica Waytcke	825 101st St NW	Monticello	55362	763-227-8259	
11	5/12/25	Chuck Gaudinat	790 101st ST NW	Monticello	55362	612 669-2388	
12	5/12/25	Doreen Peters	790 101st ST NW	Monticello	55362	952-412-2116	
13	5/13/25	Glenn Nordell	716 101st NW	Monticello	55362	630-768-0874	
14	5/13/25	Jolie Clem	716 101st NW	Monticello	55362	813-390-6896	
15	5/17/25	Todd Peterson	918 101st NW	Monticello	55362	952-270-1744	

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#	Date	Name	Address	City	Zip	Phone	Signature
46	5/2/25	JAKE ALWARD	1476 E Dale Lk Rd	EAGLE RIVER	54521	920) 915-6280	
47	5/4/25	Terri Schenesen	10564 Arnold Cir.	NW Monticello	55362	(612) 819-1879	
48	5/8/25	MARY MUMERT	4022 ZANE AVE N	ROBBINSDALE	55422	952-905-156	
49	5/13/25	Mark Luedtke	10594 Arnold circle	Monticello	55362	(763) 221-4263	
50	5/13/25	Kaylen Eder	1079 Co Rd 39 NW	Monticello	55362	608-552-2930	
51	5/13/25	Trevor Eder	1079 Co Rd 39 NW	Monticello	55362	703-245-1046	
52	5/13/25	Kayla McGraw	10418 Baker Ave NW	Monticello	55362	612-327	
53	5/13/25	Ashley Soderholm	10672 Baker Ave	Monticello	55362	612 3865849	
54	5/13/25	Lily Soderholm	10672 Baker Ave	Monticello	55362	612 223-3452	
55	5/13/25	Daria Soderholm	10672 Baker Ave	Monticello	55362	612-275-3201	
56	5/13/25	Rayna Wheelock	10672 Baker Ave	Monticello	55362	651-764-3919	
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#	Date	Name	Address	City	Zip	Phone	Signature
1	4/29/25	Kenneth Mix	768 101 5/8 NW	Monticello	55362	612-868-8668	
2	4/29/25	Michelle Mix	768 101st St NW	Monticello	55362	612-201-4119	
3	5/4/25	Kim Hamilton	778 101st St NW	Monticello	55362	612-710-1397	
4	5/4/25	ERIC HAMILTON	778 101ST NW	MONTICELLO	55362	612-242-5623	
5	5/4/25	BRET Sayles	966 101st St NW	Monticello	55362	612-420-0525	
6	5/4/25	Mary Blank	902 101st St NW	"	"	763-370-1478	
7	5/4/25	Lee Blank	902 101st St NW	"	"	763-369-6327	
8	5/13/25	Randy Haider	9925 Meadow Ave NE	"	"	612-232-9826	
9	5-13	K Hardeman	9925 Meadow	"	"	"	
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#	Date	Name	Address	City	Zip	Phone	Signature
46	5-13-25	Nathan Wardenburg	602 101st St NW	Monticello	55362	763-370-7041	
47	5/15/25	Stephanie Wardenburg	602 101st St NW	Monticello	55362	763-370-7041	
48	5/15/25	Kelly Simonson	608 101st St NW	Monticello	55362	612-916-3718	
49	5/15/25	Christine Simonson	608 101st NW	monticello	55362	612-916-3114	
50	5/15/25	Melissa Williams	10010 Amerythe NW	Monticello	55362	6122039035	
51	5/15/25	Robert A Williams	10251 Amerythe NW	Monticello	55362	6124143981	
52	5/15/25	Shauna Samuelson	534 101st St. NW	Monticello	55362	6129635034	
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OPPOSITION TO MULTI-TIER/AND/OR SHARED/DEEDED ACCESS DEVELOPMENTS ON LAKE IDA

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MAY 21 2025

#	Date	Name	Address	City	Zip	Phone	Signature
16	5/14	[illegible]	11725 Spruce Dr.	Monticello	55362	479-649-7735	[illegible]
17	5/14	Peg LaPointe	11725 Spruce Dr.	Monticello	55362	479-649-7740	Peg LaPointe
18	5/14	Beth Angel	4415 89th St NE	"	"	479-487-7207	Beth Angel
19	5/14	Dick Angel	4415 89 St NE	Monti	55362	479-287-[illegible]	Dick Angel
20	5/15	[illegible]	1335 W River	Monti	55362		Jenni Lv Neilzke
21	5/15	[illegible]	"	Monti	"		Steffen Frommer
22	5/15	RYAN HOLLES	19368 180th AVE NW	BIG LAKE	55309	763-548-442[illegible]	[illegible]
23		Gene Doerr	11608 7th Ave N.W	Buffalo	55313	763-274-9547	Gene Doerr
24	5/15	Gloria Mitchell	1335 W. River St	Monticello	55362	320-281-5128	Gloria J. Mitchell
25	5/15	Stan Frilley		Maple Lake	55358		Stan Frilley
26		Jordy Reiels		Monticello	55362		
27	5/15	Darren Helgeson		Annandale	55302		Darren Helgeson
28		Roy Goodin	MONTIC	Monti	55362		Roy Goodin
29		Kayla Reynolds	Monti	→	55302	7639130681	[illegible]
30		Sandy Haley	Monti	"	55362	7633704982	[illegible]

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16	5/10/25	Mitzi Schmoll	10403 Bliss Avenue	Monticello	55362	7634892935	
17	5/6/25	Don Bisbo	1113 Hart Blvd	Monticello	55362	612-665-6814	
18	05/6/25	Sheryl Larson	751 Minnesota St	Monticello	55362	763-360-0615	
19	5/6/25	Terry Deehan	9480 Elder Lane	Monticello	55362	6123631068	
20	5/6/25	Wendy Guinea	3049 145th Ave	monticello	55362	612-203-9841	
21	5/6/25	Jennifer Trill	3049 145th Ave	monticello	55362	763-568-8207	
22	5/6/25	Craig Dahlheim	17234 177 Ave	Big Lake	55309	6127781736	
23	05-6-25	Josh Greeman	12624 Aetna Ave	Monticello	55362	320-492-4495	
24	05/06/25	Deb Greeman	" " "	" "	"	763-228-1681	
25	05/06/25	Laggy Tischbein	Cell request	Monticello	55362	763-295-3767	
26	5/6/25	Judy Schleif	503 Vine St.	Monticello	55362	612-2225360	
27	5-6-25	Nick Linda	211 Marvin Elwood Rd	Monticello	55362	(612-562-7618	
28	5-7-25	Dan Elstad	6 7 1 2 7	Maple Lake	55358	612-804-8314	
29	05-08-25	Shelby LeBeau	Kevin Lonsley Dr	Monticello	55362	(612)834-2516	
30	5-14	JOHN ENGELHART	6792 ESTES AVE	MAPLE LAKE	55358	763-445-0814	

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16	5/13/25	Bev Rocca	1709 [illegible]ACRA	MONTICELLO	55362	612-723-19[illegible]	Bev Rocca
17	5/13/25	Jeff Banyai	15654 80TH ST	OAK PARK	56357	763-670-2210	[illegible]
18	5/13/25	Kim Prechem	1823 Great Ave	Maple Lake	55358	612-968-2062	[illegible]
19	5/13/25	[illegible]	616 6½ STREET	MONTI	55362	763-486-0[illegible]	[illegible]
20	5/13/25	Bruce Bray	613 120th St NE	Monticello	55362	763-286-5187	[illegible]
21	5/14/25	Sonja Birkholz	P.O. BOX 524	B.L.	55309	612 413 26[illegible]	[illegible]
22	5-14-25	Carla Schramel	6660 Riverview Dr.	Monticello	55362	612-483-468[illegible]	Carla Schramel
23	5/14/25	Kelly Bohn	3 Sandtrap Circle	Monticello	55362	763 412-7605	Kelly Bohn
24	5/14/25	Kim Brant	3400 90th St NE	Monticello	55362	763-412-76[illegible]	[illegible]
25	5/14/25	Dan Brant	3400 90th St NE	Monticello	55362	612 558 55[illegible]	[illegible]
26	5/14/25	Jodi Nelson	P.O Box 36	Monticello	55362	763-418-2099	[illegible]
27	5/14	Larry Bean	7129 LABEAU DR OTSEGO MN	OTSEGO	55301	763 497 2334	Larry Bean
28	5/14/25	Roger Harwarth	PO Box 456	Monticello	55362	612 594 [illegible]	[illegible]
29	5/14/25	Rick Swanson	8711 Dalton	Monticello	55362	763-232-[illegible]	[illegible]
30	5/14/25	Keith Spohnholtz	6465 Edmonson	Monticello	55362	612-414-58[illegible]	[illegible]

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1	4/27	Zach Robeck	5004 edinburgh way	Big Lake	55309	763-263-1610	
2	4/28	Rachelle Jentink	10201 Kimberly Ave NW, Monticello	Monticello	55362	952-353-6355	
3	4/28	Kaylee Mavi	515 Spring St Clearwater MN	Clearwater	55320	2187502534	
4	4/30	Lisa Schmidt	145 Kendale Ave Annandale, M	Annandale	55302	3202827394	
5	4/30	Kelly Molitor	6410 100th St SE Clear Lake	Clear Lake	55319	320-258-7474	
6	4/30	Emily Frederiksen	1116 35th Ave N St. Cloud, MN 56303	St. Cloud	56303	320-266-0492	
7	4/30	FRANCIS KLEIN	7816 EDSON AV	MONTICELLO	55362	763-360-7365	
8	5/1	DAN JENKINS	42 RIVER TERRACE	MONTICELLO	55362	7632804886	
9	5/1	Jim Triplett	508 wright St	monticello	55362	612-919-0857	
10	5-1	Steve Holthaus	236 Marvin Blvd	Monticello	55362	763-248-4898	
11	5-1	David Danville	10166 park place DR 55362	Monticello	55362	612-720-0274	
12	5-1	Raleigh Kreckler	10050 Darrow Ave NE	Monticello	55362	763-688-3503	
13	5-1	Chris Cuy	1211 Lakeview Pkwy	Buffalo	55313	763-954-0077	
14	5-1	Jennifer Neitzke	1335 W River St Lot 51 monticello MN 55362			7632866008	
15	5-1	Steffen Frommer	1335 W River St Lot 29 monticello		55362	7632866993	

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16	5-7	Kenney Hofmann	9986 Prescott Dr	Monticello	55362	612 308-1733	
17	5-7-25	Pete Larson	1740 Prairie Crk	Monti	55362	612-940-0831	
18	5-7-25	Barb Leonhardt	404 East River	Monti	55362	763 370-5691	
19	5-7	Rob Van Horn	1709 CR 39 NW	Monti	55362	763-442-2154	
20	5/7/25	Lisa Jorgenson	4969 160th St NW	Clearwater	55320	320-266-8714	
21	5/7	Curt Jensen	323 102 WD St	MONTI	55362	612-363-7879	
22	5/7/25	Tim Gorman	7893 Juneau Ln N	Maple Grove	55311	763 691 3217	
23	5/8	Stephen Peterson	17561 County Rd 81 NW	Silver Creek	55320	612-867-6497	
24	5/8	Greg Ritter	10619 Meridian Ave N	Monticello	55362	763-257-3891	
25	5/8	Dave Koch	14429 Cushing Ave	Monticello	55362	612 498 0711	
26	5/8	Brent Contreras	82 97th St NW	Monticello	55362	763 760 0168	
27	5/8	Alyssa Crocker	82 97th St NW	Monticello	55362	763-245-3201	
28	5/13	Don Dahle	503 Harrison DR	Big Lake	55309	763-258-0800	
29	5-14	Amanda Kompsrude	10231 Ames Ave	Monticello	55362	763-383-1179	
30	5-14	RICH BAKES	10229 Ames Ave	Monticello	55362	763-670-4414	

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16	5-3-2025	Scott Jentink	10208 Amery Ave NW	Monticello	55362	612-968-3825	
17	5-30-25	Merle Jentink	9841 95th St SE	Becker	MN	612-840-7200	
18	5-4-25	Noah Jentink	303 Arlanda Ave	Buffalo	55313	763-516-6498	Noah Jentink
19	5-4-25	Noah Unke	611 upplanda	Buffalo	55313	763-299-0370	
20	5-4-25	Christian Unke	611 upplanda	Buffalo	55313	651-346-8267	
21	5-9-25	Sue Thompson	10239 Amery Ave.	Monticello	55362	763.843.2191	Sue Thompson
22	5/9/25	Paul THOMPSON	10239 AMERY AVE NW	MONTICELLO	55362	7637852855	Paul Thompson
23	5/11/25	PETE HANSON	10245 AMERY AVE	MONTICELLO	55362	763-571-8259	Pete Hanson
24	5/11/25	Carol Hanson	10245 Amery Ave	Monticello	55362	763-571-8259	Carol Hanson
25	5/11/25	BRAD BRAHN	452 PRAIRIE CR DR	DELANO	55328	612-973-6254	
26	5/11/25	Carol Brahn	452 Prairie Creek Dr	Delano	55328	612-963-4474	
27	5/11/25	Marie Chenoweth	15365 182nd Ave	Elk River	55330	763-260-6822	
28	5/11/25	[illegible]	6131 Green Valley Rd	Ramsey	55303	612-220-4864	
29	5-11-25	Amy Robede	15809 Stinsberg Lane	Big Lake	55309	612-817-2441	
30	5-11-25	Carol Buchholz	15305 182nd Ave	Elk River	55330	763-263-6822	

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16	5/14/25	Barb Lindenfelser	16164 Mill Run Rd	Monti	55362	763-354-0757	B Lindenfelser
17	5/14/25	Alena Conin	207 E 7th St #25	Monti	55362	763-807-8100	
18	5/14/24	Della Sickels	11612 Spruce Dr	Monti	55362	763-355-8187	
19	5/14/25	Brian Martin	Sauk Rapids	Sauk Rapids	56379	320-266-8973	
20	5/14/25	Wendy Schmidt	301 E 7th	Monticello	55362	612-695-07	
21	5-14-25	Jaqui Clark	301 E 7th	Monticello	55362	763-[illegible]	
22	5-14-25	Jim Wallin	11642 Alpine Dr	Monti	55362	763-645-4332	
23	5/14/25	Steve Hladek	11320 4th Ave	Clearlake	55319	320-980-5309	
24	5/14/25	Mari Carlisle		Monticello	55362	763-312-4145	Mari Carlisle
25	5/14/25	Dan Noel		Monticello	55362	763 336 3152	
26	5/14/25	Randy Hoffman		Shakopee			Randy Hoffman
27	5-14-25	Alan Wenta		St. Cloud	56301	320 420 3059	
28	5-14-25	Kevin Tomsky	Becker mn	Becker	55308		
29	5-14-25		Monticello	monti	55362		
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Save Lake Ida!

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16	5/14/25	Richard Enfield	1560 Arbor Cir	Monticello	55362	6129673413	
17	5/14/25	Don Jamison	24922 96th St	Zimmerman	55398	763-[illegible]077	
18	5/14/25	Jen Adams	9873-92nd St	monticello	55362	763-221-4065	Jen Adams
19	5/14/25	DAVE MITCHELL	6172 Mill Run Rd. "	55362		763-670-0023	Dave Mitchell
20	5/14/25	Kim Peterson		Clearlake	55319	612-214-9576	
21	5/14/25	Bruce Erickson	207 E 4th St	Monti	55362	6128178624	
22	5/14/25	Don Erickson	207 E 4th St	monti	55362	612-817-8624	
23	5/14	Linn Iverson	212 Kevin Lowry	Monty	55362		
24	5/14/25	Greg Shuman	9166 Orchard cir.	Monticello	55362	763-350-5380	
25	5/14/25	Steve Sanchez	9176 State Hwy 25 E Monticello	monticello	55362	763-298-0961	
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1	4/27/25	Lindsay O'Connor	10327 Amery Ave NW	Monticello	55362	651-315-6078	Lindsay O'Connor
2	4/27/25	Tara Fleming	10327 Amery Ave NW	Monticello	55362	7633122869	Tara Fleming
3	4/30/25	Camille Kehoe	10301 Amery Ave NW	Monticello	55362	612-790-1662	Camille Kehoe
4	5/3/25	Cathy Wirtz	10339 Amery Ave NW	Monticello	55362		Cathy Wirtz
5	5/4/25	Paige O'Connor	14 Eaglect.	Monticello	55362	651-328-3855	Paige O'Connor
6	5/14/25	John Johnson	10327 Amery Ave NW	Monticello	55362	(612) 889-9132	John Johnson
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16	5-10-25	Sameeran Taylor	4297 160th	Clearwater	55320		
17	5-10-25	Karen Emberton	14120 Pineview Dr	Becker	55308	[illegible]	Karen Emberton
18	5-10-25						
19	5-10-25	Brandy Larkin	8589 Gateway Cir	Monticello	55362	6124072511	Brandy Larkin
20	5-10-25	Kip Johnson	19070 Silverwood	Oak Grove	55303	7652802140	Kip Johnson
21		Mary Vee Kelly	6824 Fremont Pl N	Brooklyn Park	55430	763-486-3241	Mary Vee Kelly
22	5/26/25	Devon Larkin	4297 160th St NW	clearwater	55320	612-398-6589	Devon Larkin
23	5/26/25	Dylan Larkin	8589 Gateway Cir	monticello	55362	612-403-3001	Dylan Larkin
24	5/26/25	Lenny Kaby	4297 160th St NW	Hasty	55320	6125997011	
25	5/27/25	[illegible]	12077 Aspen Ave	Monticello	55362	763-286-7745	[illegible]
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BY: .....

#	Date	Name	Address	City	Zip	Phone	Signature
16	5/14/25	Anthony Boomer	357 city 39	monticello	55362	612-281-6355	Anthony Boomer
17	5-14-25	Judy Kalway		Monticello	55362		Judy Kalway
18	5-14-25	David Brown	21748 County Rd 15	Elk River	55330	763-807-5861	
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OPPOSITION TO MULTI-TIER/AND/OR SHARED/DEEDED ACCESS DEVELOPMENTS ON LAKE IDA

Petition Purpose: We, the undersigned, residents and supporters of the Lake Ida community in Silver Creek Township, in partnership with the Lake Ida Lake Association (LILA), are committed to preserving the long-term health, natural beauty, and sustainable development of Lake Ida and its surrounding environment. We strongly oppose any future development proposals that include multi-tiered housing, shared lake access, or deeded access for any property that is not directly adjacent to the lake. Such developments are inconsistent with the established Land Use Plan for the Northwest Quadrant of Wright County and pose significant risks to the ecological integrity, water quality, and community character of Lake Ida.

By signing this petition, we express our clear and unified opposition to any development that would allow for:

- Multi-tiered development
- Shared or deeded lake access for property that is not riparian (directly on the lakefront)

Approval of such developments would not only violate county planning principles but would also set a harmful precedent for the future of Lake Ida. We urge local officials, planning commissions, and decision-makers to uphold the current land use policies in order to protect this resource for generations to come.

RECEIVED
MAY 21 2025
BY: .....

#	Date	Name	Address	City	Zip	Phone	Signature
16	5/15/25	Tim Stalpes	4441 Park Dr	Montrose	55363	320-402-0979	
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WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Tanya West

Requestor Title
County Recorder

Department (please use dropdown to select department) *
RECORDER

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
TLW7588

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approval of Township Registered Land Survey for RLS No. 52 located in Corrina Township

Short Title (what will appear on Agenda outline - 250 character max.) *
Approval of Township Registered Land Survey for RLS No. 52 located in Corrina Township

Value Stream the request primarily aligns with:
Empower Use of Land, Property, and the Environment

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:
The Registered Land Survey has been reviewed and approved for recording by the County Surveyor and County Recorder's office. A Registered Land Survey is a survey performed for the identification of registered (Torrens) lands in accordance with the requirements of Minnesota Statutes, Chapter 508.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (0)

Document Name	Attachment Type

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved to agenda

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Patrick O'Malley

Requestor Title
Jail Administrator

Department (please use dropdown to select department) *
SHERIFF

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(●) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(●) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
PJO7659

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize the Jail Administrator to E-Sign the Joint Powers Agreement with the MN DOC for FY-2026 to hold Work Release (WR) Inmates.

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize the Jail Administrator to E-Sign the Joint Powers Agreement with the MN DOC for FY-2026 to hold Work Release (WR) Inmates.

Value Stream the request primarily aligns with:
Promote Safe and Healthy Communities

Briefly describe how the request aligns with the selected value stream.
The inmates we put on WR from the DOC are within 12 months of release and they will be returning to our county and communities. This program gives them the opportunity to secure employment and housing before they are released to improve their odds of success.

Describe the impact on staffing resources.
None. The Wright County Jail has have been running this program with the DOC for more than 10 years now. The DOC inmates become part of the program the County run's for county inmates.

Fiscal Impact:
The DOC will pay the County $75 per day per inmate placed in the County WR program. The County typically hold less than 12 MNDOC WR inmates per year.

Background/Justification:
The County has been working with the DOC for more than 10 years to house WR inmates. This program prepares inmates to be successful when released back into the community. A copy of the JPA is attached to the agenda, the only change is a increase in the daily payment up from $60 per day to $75 per day. The Board has authorized the Jail Administrator to e-sign on this JPA since the e-signing process began with the DOC. In the event additional e-signatures are required by MNDOC on the JPA, the County Administrator and the Sheriff are also authorized to submit an e-signature.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
MNDOC WR contract.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Notes

County Administrator Review

County Administrator Decision

Approved

Notes

State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 270027

This Agreement is between the State of Minnesota, acting through This agreement is between the State of Minnesota, acting through its commissioner of corrections, Department of Corrections, Work Release Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Wright County –Wright County Sheriff's Office, 3800 Braddock Avenue NE, Buffalo, Minnesota 55313 ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of work release services.

Agreement

1. **Term of Agreement**
   1.1 **Effective Date: July 1, 2025** or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
   1.2 **Expiration Date: June 30, 2026** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Agreement between the Parties**

   2.1 The State will refer State offenders who:

   a) meet the criteria and screening for work release as established in Minn. Stat. § 241.26 and State policy 205.120 located at www.doc.state.mn.us, which is incorporated by reference;

   b) have security requirements that are met by the Governmental Unit's work release program, and;

   c) have a release plan that incorporates the geographical area of the Governmental Unit.

   2.2 The Governmental Unit and State must mutually agree on the State offender placement in the Governmental Unit's work release program.

   2.3 The Government Unit will provide work release services under the rules and regulations of the Minnesota Department of Corrections Work Release Program Manual, as provided by the State authorized representative.

3. **Payment**

The State will pay Seventy Five and 00/100 dollars ($75.00) per day per person participating in the Governmental Unit's work release program and twenty five dollars and 00/100 ($25.00) per day per person on Phase 2/Live Out (electronic monitoring/GPS; for offender's participating in the Contractor's work release program) inclusive of date of arrival and not inclusive of date of departure. Payment will be consistent with the fiscal section in the Work Release Program Guidelines Manual. This agreement does not include any additional reimbursement for travel and subsistence expenses incurred by the Governmental Unit in the performance of this agreement.

The total obligation of the State under this Agreement will not exceed $100,000.00.

4. **Authorized Representatives**

The State's Authorized Representative is Terry Byrne, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, Phone 651-361-7127, or his successor. or his/her successor.

The Governmental Unit's Authorized Representative is Jail Administrator Patrick O'Malley, 3800 Braddock Avenue NE, Buffalo, Minnesota 55313 (763-684-4587) or his successor. Patrick.O'Malley@co.wright.mn.us

5. **Assignment, Amendments, Waiver, and Contract Complete.**

5.1 **Assignment**. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 **Amendments**. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

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

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

6. **Indemnification.**

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole

negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. **State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. **Government Data Practices.**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) 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 the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. **Venue**

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.

10. **Termination**

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. **E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**
For services valued in excess of $50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. State Encumbrance Verification
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Amber Brown

Signature: Signed by: Amber Brown 754ECC52D421497...

Title: Buyer 2 Date: 6/10/2025

SWIFT Contract No. P7801-3000173822

2. Governmental Unit

Print Name: Patrick O'Malley

Signature: _____

Title: Jail Administrator Date: _____

Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency
With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration
As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

PROFESSIONAL/TECHNICAL
CONTRACT SINGLE SOURCE REQUEST FORM

Submit form to: Department of Administration, Office of State Procurement, Professional and Technical Service Contracts, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Submit with: Each copy of certification form

DEPARTMENT **Corrections**	**DIVISION** Community Services
PROPOSED CONTRACTOR **Name of company and contact person:** **Multiple vendors – see attached** **Address:** **Telephone:** **Web Address (if available):**	**CONTRACT PERIOD** **07/01/2025 to 06/30/2026** *Note: According to Minn. Stat. 16C.06 Subd. 3b(b), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law. The term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state. If you are requesting that the original contract length be longer than two years, please attach a written justification. **CONTRACT PRICE** **$5,880,000.00**

DESCRIPTION OF SERVICE REQUIRED:

Provision of Work Release services to offenders needing placement in the State of MN as authorized by MN Statutes § 241.26.

SINGLE SOURCE CATEGORY (Check applicable box, attach documentation or provide explanation below.)	
☐ Legislation or appropriation mandates use of contractor (Legislation attached)	☐ Software license renewals, additions or upgrades available from only one source
☐ Expert witness required by AGO (attach documentation)	☐ Brand compatibility available from only one source
☐ Mailing lists, subscriptions or media advertising	☐ Other proprietary situation
☐ Warranty voided if service provided by other contractor	**x** Other

THIS PROCURMENT IS A SINGLE SOURCE BECAUSE (attach additional page if needed):

Publicizing for work release vendors would not result in obtaining other solicitations. The services to provide work release room and board and correctional programming requires continuity and is also based upon the geographic release of the offender. From the inception of this community corrections concept, many programs have opened and closed and the Department of Corrections has cancelled contracts with programs that have not performed satisfactorily. During this time a distillation process has occurred with contract programs providing high quality services at a competitive price. At a minimum, the contract facilities must possess a room and board license, provide 24 hour in house staff supervision and then document how they provide Work Release programming based upon the "Work Release Guidelines" booklet which is incorporated in all work release contracts. All county jails are inspected by the Department of Corrections Inspection and Enforcement Unit and have received an authorization to operate and all community correctional residential facilities are licensed by MN Department of Corrections under MN Rules, chapter 2920.

Emphasis is made to contract with County Jails, as these are secure facilities managed by County Officials and receive licenses to operate by the DOC, and Residential Community Correction Facilities, as these facilities are licensed by Department of Corrections under MN Rules, chapter 2920, in geographic areas for Work Release services. If there is a need for additional services in a geographic area that can not be met by contracting with a county jail or a DOC licensed Residential Community Corrections Facility, the work release unit then explores contracting with halfway houses that have: only a room and board license, approval by the local community to provide Work Release programming, are willing to provide 24 hour coverage and will provide programming as outlined in the Work Release Guidelines manual.

Priority for placement of offenders in a contract facility will be based upon the facility being a county jail and a DOC licensed residential community correctional facility. If a county jail or DOC licensed facility is not available in the offender's geographic release area, the work release program may consider placing a low risk offender in other contracted facilities.

NOTE: The following are unlikely to be sufficient single source justifications:

- Personal or agency preference for a contractor
- Agency perception that the vendor is the best qualified (this should be determined through a competitive process)
- Lack of agency planning resulting in limited time to conduct a competitive procurement
- Past or existing relationship with the vendor
- Special incentive or deal offered (can be assessed in open and competitive solicitation)
- Agency convenience

SEARCH (Check applicable boxes and describe as indicated.)	
X No search was conducted or necessary because (explain): The work release program contracts with every available/licensed facility in the state and is in need of additional facilities as there are sometimes applicants on waiting lists to be moved to work release. All contract facilities must be licensed and/or submit documentation providing they can supervise work release participants in accordance with the "Work Release Program Guidelines" manual. A search was conducted consisting of: (check all that apply) ☐ Market research ☐ Other vendors contacted ☐ Public notice given ☐ Other	**RESULTS** AFTER THE SEARCH… ☐ no alternatives were identified ☐ no alternatives were deemed acceptable (explain below)

Description of search identified above:

There is a need for more Work Release beds in select geographic locations throughout MN. These vendors are inspected by the Department of Corrections Inspection and Enforcement Unit and/or have a room and board license, 24-hour coverage and demonstrated they can supervise Work Release offenders in accordance with the "Work Release Program Guidelines" manual. The Work Release program has contracted with these vendors in the past and it is a continuation of services. As new jail counties build facilities, the facility officials alert the Department of Corrections as to the potential opportunity to contract for Work Release beds. Use of a vendor is based upon the work release eligible offender's geographical release plan. A vendor is only used if the geographical area of the program correlates with an offender's geographical area of release.

PRICE (Check applicable boxes and provide description below.)	
Price has been fairly and reasonably established by: ☐ Independent estimate ☐ Comparison to public sector contract pricing **x** Comparison to previous comparable pricing	☐ Discount off published price ☐ Market survey ☐ Other

Describe methodology and results (attach any written supporting data, e.g. survey or market analysis):

The State enters into contract/agreement negotiation with each vendor every fiscal year to establish per diem rates. Vendors must submit budgets demonstrating operation costs or when contracting with county jails, the county boards set their per diem rates. If a vendor submits a higher per diem rate in comparison to similar vendors in their geographic region, the negotiating committee will reject their per diem request and offer them a contract based upon a similar vendors per diem rate or not contact with them.

CERTIFICATIONS	
I certify: 1) I recognize that state law requires the use of competitive solicitations unless exempted by law. I have reviewed the information and materials relevant to this procurement of services and am requesting approval of an exception to the competitive process for the reasons described. 2) the price to be paid to the proposed single source contractor is fair, reasonable, and provides the best value to the State of Minnesota; and 3) this request for an exception to the competitive solicitation process is not the result of inadequate advance planning or for purposes of securing the services of a preferred contractor	
Agency Head/Delegate Signature DocuSigned by: Paul Schnell 10BCAE2272D1470...	**Date** 5/21/2025

State of Minnesota
Department of Corrections
Office Memorandum
Community Services Division

Attachment May 20, 2025

JPAs - County Jails

WORK RELEASE (FY26)

Anoka County Jail, Workhouse, 325 East Main Street, Anoka, MN 55303	$	300,000.00
Becker County Jail, 925 Lake Ave., Box 702, Detroit Lakes, MN 56502	$	125,000.00
Beltrami County Jail, 626 Minnesota Ave. NW, Bemidji, MN 56601	$	110,000.00
Benton County Jail, 581 Highway 23 NE, PO Box 159, Foley, MN 56329	$	125,000.00
Blue Earth County Jail, PO Box 228, 710 South Front Street, Mankato, MN 56002	$	5,000.00
Carver County Jail, 606 East 4th Street, Chaska, MN 55318	$	5,000.00
Clay County Jail, 911 9th Avenue North, Moorhead, MN 56560	$	5,000.00
Crow Wing County Jail, 304 Laurel Street, PO Box 314, Brainerd, MN 56401	$	100,000.00
Douglas County Jail, 509 Thrird Ave.West, Alexandria, MN 56308	$	95,000.00
Faribault County Jail, 118 Northwest 3rd St., Faribault, MN. 55021	$	50,000.00
Fillmore County Jail, 901 Houston Street NW, Preston, MN 55965	$	5,000.00
Goodhue County Jail, 430 West 6th Street, Red Wing, MN 55066	$	5,000.00
Hennepin County Jail, 1345 Shenandoah Lane, Plymouth, MN 55447	$	5,000.00
Hubbard County Jail, 301 Court Street, Park Rapids, MN 56470	$	80,000.00
Isanti County Jail, 1500 Highway 293, Cambridge, MN 55008	$	5,000.00
Kandiyohi County Jail, 2202 NE 23rd Street, PO Box 733, Willmar, MN 56201	$	5,000.00
Lyon County Jail, 611 W. Main, Box 28, Marshall, MN 56258	$	80,000.00
Meeker County Sheriff's Office, 326 North Ramsey Avenue, Litchfield, MN 55355	$	200,000.00
Mille Lacs County Jail, 640 – 3rd Street SE, Milaca, MN 56353	$	5,000.00
Morrison County Jail, 213 SE 1st Ave., Box 312, Little Falls, MN 56345	$	5,000.00
Nobles County Jail, 318 - 9th Street, Worthington, MN 56787	$	120,000.00
Olmsted County Jail, 151 - 4th Street SE, Rochester, MN 55904	$	5,000.00
Otter Tail County Jail, 417 Court Street, Fergus Falls, MN 56537	$	80,000.00
Pennington County Jail, 101 West 1st Street, Thief River Falls, MN 56701	$	90,000.00
Pine County Jail, 650 3rd Avenue SW, Pine City, MN 55063	$	50,000.00
Ramsey County Community Corrections, 270 Courthouse, 15 W. Kellogg Blvd. St. Paul, MN 55102	$	5,000.00
Stearns County Sheriff's Office, 807 Courthouse Square, P. O. Box 217,St. Cloud, MN 56302	$	5,000.00
Scott County Jail, 17706 Valley View Drive, Jordan, MN 55352	$	80,000.00
Steele County Jail, 135 W. Main Street, Box 84, Owatonna, MN 55060	$	150,000.00
Tri County Community Services, 600 Bruce Street, Crookston, MN 56716	$	150,000.00
Wabasha County Jail,618 Broadway Avenue, Wabasha, MN 55981	$	5,000.00
Wright County Jail, 3800 Braddock Avenue NE, Buffalo, MN 55313	$	80,000.00
Winona County Jail, 201 West Third Street, Winona, MN 55987		
	$	2,135,000.00

State of Minnesota
Department of Corrections
Office Memorandum
Community Services Division

Single Source Attachment May 20, 2025

Halfway Houses

WORK RELEASE (FY26)

Damascus Way, 5730 Olson Memorial Highway, Golden Valley, MN. 55422	$	560,000.00
Duluth Bethel Society, 23 Mesaba Avenue, Duluth, MN 55806	$	400,000.00
Hope House (Grand Rapids), 604 South Pokegama Avenue, Grand Rapids, MN 55744	$	5,000.00
House of Hope (Mankato), 1429 3rd Avenue, Mankato, MN 56001	$	5,000.00
Lutheran Social Services (Portland House), 514 11th Avenue SE, Minneapolis, MN	$	570,000.00
Midwest Challenge, PO Box 7067, Minneapolis, MN	$	570,000.00
180 Degrees, Inc., 236 Clifton Avenue, Minneapolis, MN 55403	$	300,000.00
Place of Hope (St. Cloud), 511 9th Avenue North, St. Cloud, MN 56303	$	190,000.00
RS-Eden, 1931 West Broadway, Suite 101, Minneapolis, MN 55411	$	1,700,000.00
Salvation Army, 2445 Prior Avenue North, Roseville, MN 55113		$5,000.00
Transformation House, 1410 South Ferry Street, Anoka, MN 55303	$	100,000.00
Volunteers of America, 2825 East Lake Street, Minneapolis, MN 55406	$	300,000.00
Women's Shelter, Inc., PO Box 457, Rochester, MN 55903	$	50,000.00
	$	4,755,000.00

PROFESSIONAL/TECHNICAL CONTRACT CERTIFICATION FORM

SECTION 1 – INSTRUCTIONS

Complete form for:

- Professional/Technical Service Contracts and Joint Powers Agreements
  - In excess of $25,000 (Minn. Stat. 16C.08)
- Single Source Contracts

Checklist if not using SWIFT:

- ☐ 2 copies of this Certification Form
- ☐ 1 copy of your final RFP
- ☐ If contracts are estimated to be over $50,000, submit a copy of the State Register ad
- ☐ For solicitations under $50,000, a posting on the OSP webpage will be done
- ☐ Submit all to Department of Administration, Materials Management Division, Professional and Technical Service Contracts, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155
- ☐ If applicable, provide documentation for non-standard terms and conditions

Checklist if using SWIFT:

- ☐ Upload completed Certification Form to SWIFT
- ☐ Attach the final RFP and any document for non-standard terms and conditions

SECTION 2 –BACKGROUND

Department **Corrections – Halfway Houses**		**Division** Community Services
Estimated Contract Value (original contract period): **$4,100,000.00**	**Estimated Contract Value (including extension options):** **$4,100,000.00**	**Source of Funds** (indicate whether State or Federal) **Work Release Budget**

***Original Contract Period: From: July 1, 2025 To: June 30, 2026 With option to extend ____ add'l ___ yr. periods**

***Note**: The combined contract and amendment cannot exceed five years, unless otherwise provided for by law (Minn. Stat. 16C.06 Subd. 3b(b). Also, the term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state. If you are requesting that the original contract length be longer than two years, please write a justification below:

Agency certifies that Minn. Stat. §15.061 and/or _____ [list additional authority if applicable] allows agency to enter into this professional/technical service contract. *(Please check with agency attorney general staff if you have questions.)*

Nature of Contract:

This certification is for multiple private facilities for the provision of work release services to the Department of Corrections selected offenders.

Product or Result:

Provision of room, board, supervision, and programming to Department of Corrections offenders who are eligible for the work release program as established in Minn. Stat. §§ 241.26 and 244.065; and Department of Corrections Policy 205.120. The ultimate result of the work release program is a structured transitional release back into the community for offenders that includes employment or vocational programming.

In accordance with Minn. Stat. §16C.08, subd. 3, provide the following: (attach additional pages if necessary)

1) Describe how the proposed contract is necessary to achieve the agency's statutory responsibilities;

2) Describe your plan to notify firms or individuals who may be available to perform the services called for in the solicitation other than advertising in the *State Register*, on the OSP website, or in SWIFT; and

3) Describe the performance measures or other tools that will be used to monitor and evaluate contract performance and how the results of the work will be used.

SECTION 3 – VENDOR SELECTION METHOD

Complete ONE of the following boxes to indicate how the vendor will be selected for the proposed contract:

A. Public Solicitation

Executive Order 05-07 requires that "all vendor selection evaluations conducted under Minnesota's "best value" statutes must consider price to be of significant importance…"

Indicate weight of price ____% (at least 30% of the evaluation points)

☐ EXCEPTION: I am requesting an exception to the State's guideline. A memo justifying the request is attached.

COMPLETE SECTION 4, IF APPLICABLE.

B. Single Source Request

Name of Contractor_**See Attached Lists**_____

X Attach a justification form.
A sample can be found at: http://www.mmd.admin.state.mn.us/doc/singlesourcerequestform.doc.

If the contract is for IT-related services (or incidental goods) in excess of $25,000, select an option below:

☐ Services and products will meet the Minnesota IT Accessibility Standards

☐ Services/products provided by the contractor will NOT meet the Minnesota IT Accessibility Standards. (If so, you must complete "STEP TWO" below.)

SKIP SECTION 4. IF ACCESSIBILITY APPLICABLE, PLEASE INCLUDE IN CONTRACT.

C. C. Joint Powers Agreement (Minn. Stat. §471.59, subd. 1 for Professional/Technical Services)

Name of Governmental Unit_____

1) Explain how/why this governmental unit was selected.

2) Can this work be performed by any other governmental unit?

SKIP SECTION 4. IF ACCESSIBILITY REQUIREMENTS APPLICABLE, PLEASE INCLUDE IN CONTRACT.

SECTION 4 – ACCESSIBILITY

(Complete for all solicitations involving IT services (and incidental goods) in excess of $25,000)
Information on the Minnesota IT Accessibility Standards can be found at:
http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf.

STEP ONE: Accessibility Standards Verification:
Check one or both. If not applicable, proceed to Step Two.

- ☐ Applicable WCAG 2.0 Level AA requirements (WCAG 2.0) are included in the solicitation document and will be evaluated utilizing the procurement process checked below in Step Three.
- ☐ Applicable 508 (B) Technical Standards, (C) Functional Performance Criteria, and (D) Information, Documentation, and Support Requirements (Section 508) are included in the solicitation document and will be evaluated utilizing the procurement process checked below in Step Three.

STEP TWO: Accessibility Exception Request:
If Step One is not applicable, check one or both below and indicate the appropriate exception category. ***Attach a memo*** *detailing the rationale supporting the exception request. (A full description of all exceptions can be found at http://www.mmd.admin.state.mn.us/pdf/AccExceptions.pdf)*

- ☐ Applicable WCAG 2.0 Level AA requirements are NOT included; and/or
- ☐ Applicable 508 (B) Technical Standards, (C) Functional Performance Criteria, and (D) Information, Documentation, and Support Requirements are NOT included because:

Exception category:
Check all that apply:

- ☐ National/State Security
- ☐ Service Personnel Space
- ☐ Infrastructure Hardware
- ☐ Fundamental Alteration
- ☐ Undue Burden *(must be accompanied by the form at: http://www.mmd.admin.state.mn.us/doc/AccDetermination.doc)*

STEP THREE: Process for Evaluating Accessibility
Indicate how your RFP will be structured and which process you will use to evaluate accessibility.
(For more information, including the Accessibility Matrix, go to http://www.mmd.admin.state.mn.us/pdf/AccMatrix.pdf and http://www.mmd.admin.state.mn.us/pdf/AccSupplement.pdf.)

- ☐ Full Accessibility is a pass/fail requirement
- ☐ Partial Accessibility is a pass/fail requirement
- ☐ Full or Partial Accessibility is a pass/fail requirement, but Dual Responses are considered
- ☐ Full or Partial Accessibility is a pass/fail requirement and is further scored as a % of points
- ☐ Accessibility is scored as a % of points
- ☐ Proposals are short-listed prior to scoring accessibility as a % of points
- ☐ Accessibility is not considered due to an exception indicated above

SECTION 5 – AGENCY CERTIFICATIONS

Pursuant to Minn. Stat. 16C.08, I certify:

1. *No state **agency** employee is (a) able and (b) available to perform the services called for by the contract*
   A. How did you reach this conclusion:

   There are no State of Minnesota facilities that operate a residential community correctional facility (half-way house) that can provide room, board, supervision, and work release programming.

   B. List other methods considered for accomplishing the work.

   The work release program prioritizes placement of work release offender's in county jails and DOC licensed residential community corrections facilities under MN Rules, chapter 2920 (half way houses). Non-licensed facilities that contract to provide work release services (within the Work Release Guidelines manual) will only be used for placement of low risk work release offenders.

2. *Unless otherwise authorized by law, a competitive proposal process shall be used to acquire professional or technical services. A competitive bidding process shall not be utilized to acquire professional or technical services.*
3. *The following person(s) has/have been assigned to manage the contract as well as monitor and act as liaison for the contract Terry Byrne, Work Release Director at 651-361-7127*
4. *The agency shall not allow a contractor to begin work before the contract is fully executed unless an exception under Minn. Stat. §16C.05, subd. 2a has been granted by the commissioner and funds are fully encumbered.*
5. *A contract shall not establish an employment relationship between the state or the agency and any persons performing under the contract.*
6. *In the event the results of the contract work will be carried out or continued by state employees upon completion of the contract, the contractor is required to include state employees in development and training, to the extent necessary to ensure that after completion of the contract, state employees can perform any ongoing work related to the same function.*
7. *The contractor and agents must not be employees of the state.*
8. *The terms of the contract must permit the commissioner to unilaterally terminate the contract prior to completion, upon payment of just compensation, if the commissioner determines that further performance under the contract would not serve agency purposes.*
9. *The agency shall not contract out its previously eliminated jobs for four years without first considering the same former employees who are on the seniority unit layoff list who meet the minimum qualifications determined by the agency.*
   - ***X*** *The seniority unit layoff list was reviewed on 5/2025* **OR**
   - ☐ *Not applicable. The agency does not have an active seniority unit layoff list.*
10. *The terms of a contract must provide that no more than 90 percent of the amount due under the contract may be paid until the final product has been reviewed by the head of the agency entering into the contract and the head of the agency has certified that the contractor has satisfactorily fulfilled the terms of the contract, unless specifically excluded or modified in writing by the commissioner. This clause does not apply to contracts for professional services as defined in sections 326.02 to 326.15.*

Reasonable efforts will be made to avoid conflicts of interest throughout the selection and performance of this contract. All potential or actual conflicts of interest will be reported to MMD.

The following three Internal Approval signatures are for agency use; they are not required by OSP.

Activity Manager:	**Date:**
Division Director:	**Date:**
Assistant Commissioner (program):	**Date:**

Agency signature (required)

Authorized Certification Officer authorized to sign contracts: Docusigned by: Paul Schnell 10BCAE2272D1476...	**Date:** 5/21/2025

MN.IT signature (required for IT-related services)

MN.IT/BUY.IT Approval:	**Date:**

Department of Administration signature (required)

Office of State Procurement/Professional Technical Approval: Signed by: Jennell Haglund 47A63C274AF94B2...	**Date:** 5/23/2025

PROFESSIONAL/TECHNICAL CONTRACT CERTIFICATION FORM

SECTION 1 – INSTRUCTIONS

Complete form for:

- Professional/Technical Service Contracts and Joint Powers Agreements
  - In excess of $25,000 (Minn. Stat. 16C.08)
- Single Source Contracts

Checklist if not using SWIFT:

- ☐ 2 copies of this Certification Form
- ☐ 1 copy of your final RFP
- ☐ If contracts are estimated to be over $50,000, submit a copy of the State Register ad
- ☐ For solicitations under $50,000, a posting on the OSP webpage will be done
- ☐ Submit all to Department of Administration, Materials Management Division, Professional and Technical Service Contracts, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155
- ☐ If applicable, provide documentation for non-standard terms and conditions

Checklist if using SWIFT:

- ☐ Upload completed Certification Form to SWIFT
- ☐ Attach the final RFP and any document for non-standard terms and conditions

SECTION 2 –BACKGROUND

Department **Corrections - JPAs**		**Division** Community Service
Estimated Contract Value (original contract period): **$1,780,000.00**	**Estimated Contract Value (including extension options):** **$1,780,000.00**	**Source of Funds** (indicate whether State or Federal) **Work Release Budget**

***Original Contract Period: From: July 1, 2025 to June 30, 2026 With option to extend _4___ add'l _1__ yr. periods**

***Note**: The combined contract and amendment cannot exceed five years, unless otherwise provided for by law (Minn. Stat. 16C.06 Subd. 3b(b). Also, the term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state. If you are requesting that the original contract length be longer than two years, please write a justification below:

Agency certifies that Minn. Stat. §15.061 and/or _____ [list additional authority if applicable] allows agency to enter into this professional/technical service contract. *(Please check with agency attorney general staff if you have questions.)*

Nature of Contract:

This certification is for multiple county jail facilities for the provision of work release services to the Department of Corrections selected offenders.

Product or Result:

Provision of room, board, supervision, and programming to Department of Corrections offenders who are eligible for the work release program as established in Minn. Stat. §§ 241.26 and 244.065; and Department of Corrections Policy 205.120. The ultimate result of the work release program is a structured transitional release back into the community for offenders that includes employment or vocational programming.

In accordance with Minn. Stat. §16C.08, subd. 3, provide the following: (attach additional pages if necessary)
1) Describe how the proposed contract is necessary to achieve the agency's statutory responsibilities;

These joint powers agreements allow offenders who meet work release criteria to be in a transition program in the community where they will eventually reside.

2) Describe your plan to notify firms or individuals who may be available to perform the services called for in the solicitation other than advertising in the *State Register*, on the MMD website, or in SWIFT; and

These are Joint Powers Agreements

3) Describe the performance measures or other tools that will be used to monitor and evaluate contract performance and how the results of the work will be used.

All county jails that contract with the work release are inspected by the DOC Inspection and Enforcement Unit and have received authorization to operate. In addition a Work Release agent is assigned to each vendor to oversee the vendor's room and board, programming and supervision of Work Release offenders.

SECTION 3 – VENDOR SELECTION METHOD

Complete ONE of the following boxes to indicate how the vendor will be selected for the proposed contract:

A. Public Solicitation

Executive Order 05-07 requires that "all vendor selection evaluations conducted under Minnesota's "best value" statutes must consider price to be of significant importance…"

Indicate weight of price ____% (at least 30% of the evaluation points)

☐ EXCEPTION: I am requesting an exception to the State's guideline. A memo justifying the request is attached.

COMPLETE SECTION 4, IF APPLICABLE.

B. Single Source Request

Name of Contractor_____

Attach a justification form.
A sample can be found at: http://www.mmd.admin.state.mn.us/doc/singlesourcerequestform.doc.

If the contract is for IT-related services (or incidental goods) in excess of $25,000, select an option below:

☐ Services and products will meet the Minnesota IT Accessibility Standards

☐ Services/products provided by the contractor will NOT meet the Minnesota IT Accessibility Standards. (If so, you must complete "STEP TWO" below.)

SKIP SECTION 4. IF ACCESSIBILITY APPLICABLE, PLEASE INCLUDE IN CONTRACT.

C. Joint Powers Agreement (Minn. Stat. §471.59, subd. 1 for Professional/Technical Services)

Name of Governmental Unit: **See attached list**

1) Explain how/why this governmental unit was selected
The attached single source form and memo list all who can perform the work and have bed space.

2) Can this work be performed by any other governmental unit?
All governmental units who can perform the work are listed on the memo attached. The Department of Corrections will enter into agreements with any licensed Minnesota correctional facility. The attached single source form and memo list all who can perform the work and have bed space.

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Exception category:
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Assistant Commissioner (program):	**Date:**

Agency signature (required)

Authorized Certification Officer authorized to sign contracts: DocuSigned by: Paul Sahlell 10BCAE2272D1476...	**Date:** 5/21/2025

MN.IT signature (required for IT-related services)

MN.IT/BUY.IT Approval:	**Date:**

Department of Administration signature (required)

Office of State Procurement/Professional Technical Approval: Signed by: Jennell Hodquist 47A63C274AE94B2...	**Date:** 5/23/2025

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Sean Deringer

Requestor Title
Sheriff

Department (please use dropdown to select department) *
SHERIFF

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
BTP5489

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Back-Fill of Vacant Office Technician II

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Back-Fill of Vacant Office Technician II

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:
OTII promoted off of team. Backfill vacancy to ensure smooth operations for data practices requests.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (3)

Document Name	Attachment Type
SO OTII Backfill 062025.docx	Attachment
Office Technician II.docx	Attachment
1-29-25 Business Management.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

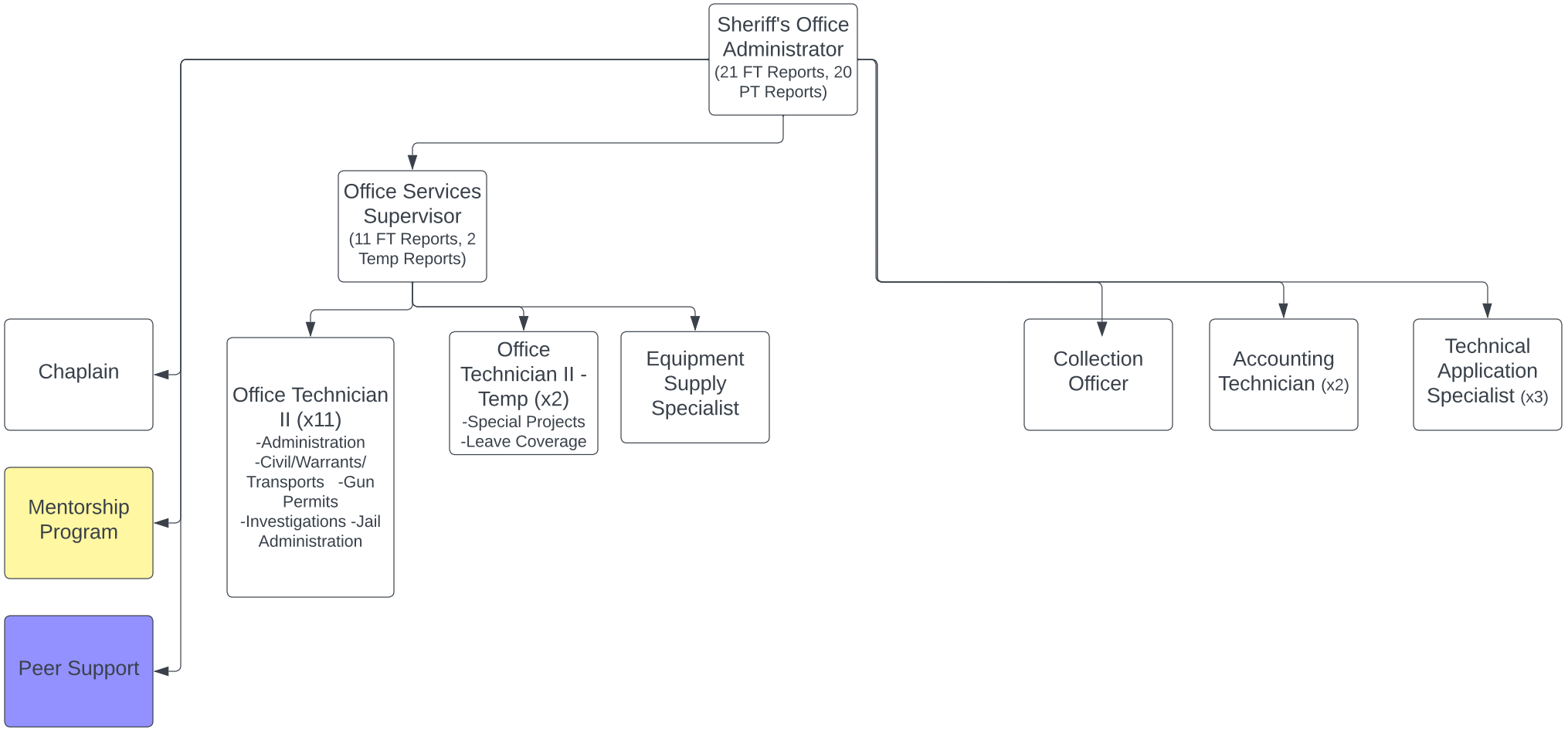
Notes

County Administrator Review

County Administrator Decision
Approved

Notes

Business Administration Division
Current as of 01-29-25



WRIGHT COUNTY
ADMINISTRATION

Position Backfill Request

Name of Department: Sheriff's Office

Department Head/Supervisor Sheriff Sean Deringer

Position Title Office Technician II

Date of Resignation: 06/06/2025

1. Will this position directly contribute to a county's strategic objective?
    a. Make Disciplined Investments for a Stable Future
    b. Continue Transparency and Empower Community Engagement
    c. Improve Operational Excellence

2. How many FTE's does your department currently have budgeted for this position?

    FTE's _13____

3. Is there a direct impact on Wright County's citizens?
    a. Yes or no, and please explain.
        i. Yes, this position provides direct customer service. All OTII positions in the Sheriff's Office cross-trained in multiple areas. All OTII's are responsible for processing cases for prosecution and entry of warrants for arrest.

4. Direct risk or cost for not backfilling this position?
    a. Yes or no, and please explain.
        i. Delays in customer service including answering of phones and monitoring of jail visits which is a safety risk for the jail. Failure to comply with statutorily mandated timeframes for processing of various items.

5. Are there external funding sources tied to this position used?
    a. If yes – explain. No- not directly. Fees are collected for online jail visits, data practices requests, liquor license processing and gun permit processing.

6. Key activity or performance indicators that show the need for this position?
    a. Show the statistical data specific to the position.
        i. OTII's in the Sheriff's Office process over 1,000 cases for prosecution per month, 150 civil cases, enter about 170 warrants for arrest each month, handle over 200 jails visits monthly, process 1,000 data practices request per month and process permit to carry and permit to purchase applications in addition to other duties. Most of these tasks

have statutorily mandated timeframes connected to completion. This position will also assist with the processing of body worn camera footage.

7. Attach the Department organization chart highlighting the position along with the position description.

Recommendation for Board Approval: Yes _____ No _____

Date of Recommendation: _____

Office Technician II

Department/Division: Various
Non-Exempt

FLSA Status:

Union/Non-Union: Union

General Definition of Work

Performs intermediate skilled administrative support work providing customer service, clerical, office support and/or financial activities to assist Department /Office management in administering programs and services provided to the County and the general public. Work is performed under the limited supervision of a unit supervisor and/or Department Director. Limited oversight/training is exercised over less experienced office staff.

This position is assigned to specialized functions within a Department.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

Interacts with the public, vendors, others in the work unit, across units and with other agencies in person, on-line, or via telephone to exchange general information related to the Department's/Office's programs and activities; explains processes and requirements; receives and responds to complaints of both a routine and confidential nature requiring knowledge of policies, procedures, activities, and rules regarding data privacy.

Performs records management duties specific to the Department/Office assigned.

Responsible for complying with State of Minnesota data practices laws.

Assists with record maintenance and maintains Department/Office specific records; i.e. scans, indexes, and maintains all current and historical files; recommends disposition of records to storage, and archives; relocates and reorganizes records as necessary, purges and/or shreds records in accordance with record retention policies; determines proper coding and enters into system.

Performs typing and computer input of data, correspondence, activities, and other statistics.

Accesses and enters information into databases; prepares forms, listings, informational, statistical reports, and documents by determining required data, gathering, receiving, and compiling data from several sources; reviews and compares information to verify accuracy; formats data appropriately; transmits reports as required.

Calculates, collects, receipts, and processes all incoming fees, taxes, payments or other revenue, including entry into computer system as required; tracks and calculates Department/Office and/or program expenses; prepares purchase requisitions.

Balances daily receipts and prepares for deposit; maintains accurate records of fees and other accounting information; generates financial reports for internal and external agencies.

Composes and/or types letters, meeting minutes, forms, memoranda, and reports from abbreviated notes, tapes, and records; assists in preparing, updating and maintaining various Department/Office plans, manuals, and forms; prints, scans, faxes and makes copies of materials; sorts and distributes mail; tracks shipments as required; tracks and monitors the administrative office supply inventory and arranges for replenishment of items as necessary.

Sets up appointments and meetings for Department/Office staff.

Performs other duties and activities as assigned.

Office Technician II

Knowledge, Skills, and Abilities

Knowledge of, or ability to learn, County government work flows and processes; knowledge of basic office procedures; skill in the use of standard office equipment; including computer and software programs; verbal and written communication skills sufficient to effectively present information and respond to questions from a wide variety of audiences; reading comprehension skills sufficient to read and understand technical documents specific to the activities; and writing skills sufficient to compose a variety of letters, reports and forms; interpersonal skills sufficient to exchange and/or convey information, receive work direction and maintain effective working relationships; ability to perform data entry into various databases; ability to learn and use computer systems and programs used to administer Department/Office programs; ability to format and prepare basic business communications; ability to apply program policies and guidelines related to Department/Office programs; ability to perform math calculations to calculate fees; ability to deal effectively with demanding/challenging individuals; ability to maintain a high level of confidentiality regarding sensitive information; ability to pay attention to detail and effectively organize time and anticipate, plan and successfully respond to changing circumstances; ability to perform all job duties in compliance with safety guidelines and with an ongoing awareness of safety practices; ability to communicate courteously and professionally while maintaining positive working relationships with others when carrying out all job functions.

Education and Experience

High school diploma or GED and two years of experience in administrative support with public walk-in contact, or equivalent combination of education and experience. Associates/Technical degree is preferred.

Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires standing and walking and occasionally requires reaching with hands and arms, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word;
hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Requires the ability to type 35 words per minute.
May require possession of, or ability to obtain, specific licenses and/or certifications depending on departmental assignment.
A valid driver's license or evidence of equivalent mobility is required upon hire.

Last Revised: 12/12/2023

Office Technician II

Addendum/Other Assignments

Office Technician II – Finance & Taxpayer Services, Elections

Assists with performing duties in support of the County elections.

Reviews, maintains, updates voter records in the Statewide Voter Registration System.

Assists with coordinating and managing the absentee voting process.

Assists with preparing and conducting election-related trainings, maintaining online election judge training access, and tracking election judge training certifications.

Loads electronic roster files and posts voter history and voter registration information post-election.

Coordinate's election activities with city, township and school district officials in Wright County.

Responds to questions and inquiries from voters and election officials in Wright County.

Assists with researching and interpreting election-related statutes and laws.

Office Technician II – Finance & Taxpayer Services, Property Tax Operations

Serves as a passport acceptance agent for the County. Responsible for reviewing applications to verify that all required information has been provided and that appropriate fees are collected.

Prepares passport transmittal report for U.S. Department of State and compiles required information for the Federal Government.

Take and examines digital photos to ensure that they meet the specific requirements of the U.S Department of State.

Processes and records Finance and Taxpayer Services legal documents in person, by mail or electronically.

Exhibits confidentiality when dealing with personal documents such as divorce decrees, death certificates, birth records, Recognition of Parentage (ROP), driver's license information, gender changes, and Safe at Home participants.

Assists with property tax inquiries, calculates basic property tax estimates. Processes address information, Tax Clearance Certificates and processes statutorily required mass mailings to taxpayers.

Processes property tax payments and prepares refunds by uploading and processing online payment files. Balances cash drawers for cash, checks, and credit card transactions.

Responsible for processing incoming and outgoing mail for the department. Prepares and tracks certified mail and postage allocation.

Provides office support for County elections.

Office Technician II - Court Services

This position performs confidential technical case management work, and requires successful completion of training, including but not limited to: Motivational Interviewing, Secondary Trauma, Evidence Based Practices, Safety/Self-Defense, BCA, and DVS certifications.

Creates, updates, and maintains confidential case files in State tracking database; researches and resolves discrepancies in files; links electronic documents in tracking system.

Researches and maintains information on bankruptcy cases and sealed/expunged cases.

Runs and reviews confidential system reports and background checks for offenders using systems that require

Office Technician II

individual certification.

Contributes to formulation of Statewide and Department policies and procedures regarding State tracking and other Statewide supervision systems.

Accesses Minnesota Judicial E-filing and Serve system to file all required documents.

Greets and assists offenders by deciphering court orders to help and direct them to the appropriate staff member, including offenders who may be aggressive, hostile, or suffering from a mental illness.

Updates the State of Minnesota Revenue Recapture System and the public website for Department; registers and processes classes for clients or as requested.

Prepares and disburses refunds for overpayments; calculates and determines fees for adult and juvenile monitoring service and placements; works with agents, offenders, and/or parents to determine any waiver eligibility; arranges and maintains payment schedules.

Performs additional general office administrative duties, schedules conference rooms; creates and maintains office calendars.

Office Technician II – Health & Human Services

Assists with caseload requirements, opens and closes cases, retrieves and redacts confidential client data, and contacts clients on behalf of the case manager.

Processes Prepaid Medical Assistance Plan Enrollment (PMAP).

Assists with publications of newsletter and annual report.

Updates accounts on the computer system; works with provider to resolve genetic testing or personal-service billing problems.

Serves as point-of-contact for technical issues.

Office Technician II - Sheriff's Office

This position performs various administration support functions when assigned to the Sheriff's Office. Maintains, updates, and distributes list of fingerprints needed; compares daily court calendar to fingerprint file; enters fingerprint alerts; informs individuals of fingerprints needed; updates and maintains fingerprint information for criminal history file.

Runs confidential criminal histories as needed; checks and maintains active criminal history files; conducts background checks for issuance of various permits; issues permit and maintains permit files.

Processes paperwork for court dates and seized items; compares pawn shop inventory records with stolen property records; verifies stolen property submitted by BCA with stolen property owners; tracks items seized by narcotics unit; enters stolen property into database; works with Evidence staff to disburse, auction, and release items.

Reviews and handles incoming inmate mail searching for contraband and receipting money; meets with inmates to review money owed.

Office Technician II - Planning & Zoning Office

This position provides administrative support to the entire Planning and Zoning Office and requires occasional attendance at public hearings during work hours and evenings to take and transcribe minutes in a timely manner. This position also requires a fundamental understanding of County zoning laws in order to answer general zoning, land use, feedlot, and building permit application questions as well as a general understanding of construction practices.

Performs general phone and counter reception while determining customer needs; notarizes customer documents.

Compiles information related to building/sewer/hearing permit applications.

Handles communication with applicant, contractor, or property owner throughout the application process.

Conducts permit and land record reviews of property prior to taking in building permit applications; files and maintains permit records and files; verifies information is complete for application and fees are paid. Ability to cross-check, analyze and detect records not tied to the correct parcel, make necessary changes to ensure the integrity of the records program.

Verifies that Permit Program activities are complete to issue permits; delivers, mails, and provides copies of issued

Office Technician II

permits to applicants, Townships and intra-government Departments.

Sets up files for public hearing requests; prepares affidavits, tracks legal deadlines for public notices and Board decisions according to State Statute, maintains current, continued, and closed hearing files; schedules appointments in an efficient manner for building and septic inspectors, as well as the off-site compost facility while communicating acceptable hazardous or recyclable items.

Determines property locations based on tax parcel numbers or legal descriptions used to verify zoning districts and map designations for planning and permitting purposes and in response to phone inquiries, permitting and file purposes; measures distances using mapping tools to determine setbacks and location for building projects.

Reviews County tax records to determine/verify land ownership and legal descriptions.

Uses GIS mapping program to generate lists and labels to meet notification requirements for public hearings.

Office Technician II – Assessor Office

Provides administrative and clerical support to the entire Assessor Department.
Makes independent judgments in dealing with the public, outside agencies, within the department and interdepartmentally within the county organization in a professional manner within the position's authority.
Has a fundamental understanding of Minnesota property tax laws to address questions from the public relating to property tax programs and applications.
Manages the administration of property tax programs, making independent judgements and decisions regarding eligibility, fulfillment of requirements, maintenance within the CAMA/TAX system and reporting to the Department of Revenue.
Assists property owners with filing electronic applications using online software through the CAMA/TAX system.
Responsible for reviewing eligibility and enrollment in various property tax programs. Communicates (both orally and in a written form) to property owners concerning the status of their enrollment or application to property tax programs.
Researches and resolves homestead issues with other Minnesota counties. Informs appraisal staff of corrections to property classifications according to results of research and collaboration with those counties for the proper removal of social security numbers required by the Minnesota Department of Revenue.
Maintains property owner mailing address changes in CAMA/TAX system.
Exhibits comprehensive knowledge of department CAMA/TAX software and Microsoft Office software, the ability to operate personal computer equipment and peripherals to maintain office databases.

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Mike MacMillan

Requestor Title
Director of Court Services

Department (please use dropdown to select department) *
COURT SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda (•) Timed Agenda
( ) Item for Consideration

Time Required:
5 minutes

Originator
JLM7301

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Signature on JPA with the State of Minnesota Department of Corrections Pending Final Legal Approval

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Signature on JPA with the State of Minnesota Department of Corrections Pending Final Legal Approval

Value Stream the request primarily aligns with:
Promote Safe and Healthy Communities

Briefly describe how the request aligns with the selected value stream.
The Joint Powers Agreement allows Court Services to hire (2) probation agents prior to the October 13, 2025 transition to CCA.

Describe the impact on staffing resources.
The (2) positions will be a positive impact on current staffing in both of our departments.

Fiscal Impact:
There is no fiscal impact in hiring (2) probation agents prior to 10/13/2025. The State of Minnesota will be reimbursing Wright County 100% of salary and benefits per the JPA.

Background/Justification:
Leading up to combining Court Services with the DOC two felony probation agents recently accepted positions at other State agencies and these positions are currently not filled. The probation clients on these caseloads are receiving minimal supervision because of this. The hiring of (2) of the 18 staff now that will be acquired 10/13/25 will allow for minimal time clients are not supervised and a smoother transition in October. Taking on (2) agents along with (2) felony caseloads will not only assist in public safety but will allow for a smoother transition in the fall.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (0)

Document Name	Attachment Type

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Notes

County Administrator Review

County Administrator Decision
Approved

Notes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Lindsey Meyer

Requestor Title
Finance Director

Department (please use dropdown to select department) *
FINANCE & TAXPAYER SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda (•) Timed Agenda
( ) Item for Consideration

Time Required:
2 Minutes

Originator
RJK8456

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Performance Management Resolution, and Acceptance of the Performance Management Grant Application

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Performance Management Resolution, and Acceptance of the Performance Management Grant Application

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
Provides citizens with performance metrics across the county how the county is performing.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:
The resolution will set at least ten performance measures throughout the county. Finance and Tax Payer Services will work with the departments to report annually all the measurements to the board, state and to the citizens of Wright county. The report will show the results of each measurement. At that time, we will indicate which measurements we will be reporting the next year and adopt the new resolution for the next reporting year.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (2)

Document Name	Attachment Type
2025 Performance Measurement Resolution Template.pdf	Attachment
2024 Wright County Performance Measurement Outcomes.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

RESOLUTION #25-37
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Robert (Kirby) Moynagh III	District 5

RESOLUTION #25-37

WHEREAS, Benefits to the Wright County for participation in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement program are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any city/county participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The Wright County Board has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

NOW THEREFORE LET IT BE RESOLVED THAT, Wright County will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

Motion by Commissioner _____ **Seconded by Commissioner** _____

Roll Call Vote:

	YES	ABSENT	NO	ABSTAIN
DIEDRICK	☐	☐	☐	☐
VETSCH	☐	☐	☐	☐
HOLLAND	☐	☐	☐	☐
SCHOEN	☐	☐	☐	☐
MOYNAGH	☐	☐	☐	☐

STATE OF MINNESOTA)
ss.
County of Wright)

IN TESTIMONY WHEREOF, I have hereunto signed my name and caused the seal of the County of Wright to be affixed.

Select Signer

RESOLUTION #25-37

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Robert (Kirby) Moynagh III	District 5

RESOLUTION #25-37

BE IT FURTHER RESOLVED, Wright County will submit to the Office of the State Auditor the actual results of the performance measures adopted by the county.

Wright County
2024 Performance Measurement Outcomes

Category	#	Measure	Final 2024 Measurement
Public Safety	**1.**	Group A and B Crime Rates	Group A Crimes Total: **3,087** Group B Crimes Total: **2,752**
Highway	**2.**	Average county pavement condition rating	**77** PCI rating
	3.	Average Bridge Sufficiency Rating	**83.58** Local Planning Index (LPI)
Public Health, Social Services	**4.**	General life expectancy	**80.1** Years
	5.	Tobacco and Alcohol Use	**15%** Tobacco Use & **21%** Alcohol Use
	6.	Percentage of children where there is a recurrence of maltreatment within 12 months following an intervention	**2.7%** of recurring cases
	7.	Child Support Program Cost Effectiveness	6.11
	8.	Percentage of low birth-weight births	**5%** of births in Wright County
Property Records, Valuation, Assessment	**9.**	Level of assessment ratio	Residential/Seasonal Recreation 95.48, Agricultural 99.22, & Commercial 95.69
Elections	**10.**	Accuracy of post-election audit (% of ballots counted accurately)	**99.93%** of 2024 Ballots counted accurately
Veterans Services	**11.**	Dollars brought into county for veterans' benefits	Total Federal Not Available on Veterans Affairs Site at Time of Grant Reporting Total State = **$70,913**
Parks, Libraries	**12.**	Citizens' rating of the quality of county parks, recreational programs, and/or facilities (survey data, provide year completed and total	Average Quality Rate of Wright County Park System = **3.7**
Budget, financial Financial	**13.**	Bond rating	AA+ rating
	14.	Debt service levy per capita; outstanding debt per capita	Total Debt = **$119,360,000** Population estimation = **154,593** Debt per Capita = **$772.09**
Environment	**15.**	Amount of hazardous household waste and electronics collected	Household Hazardous Waste collected = **193,849** pounds Electronics collected = **51,971** pounds

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Lindsey Meyer

Requestor Title
Finance Director

Department (please use dropdown to select department) *
FINANCE & TAXPAYER SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
(•) Consent Agenda ( ) Timed Agenda
( ) Item for Consideration

Originator
LMM8602

Item Details

Board Action Requested (this is what will appear on the Agenda) *
County Drainage Authority is requested to consider and approve the proposed 2026 assessment tiers and interest rates for County Ditch Special Assessments.

Staff Recommend the following assessment tiers and interest rates for 2026 drainage assessments:
1 year $750 or Less 0 percent interest, no prepayment option
7 years $750.01 - $10,000 5 percent interest, prepayment option
15 years $10,000.01 & Over 5 percent interest, prepayment option

Short Title (what will appear on Agenda outline - 250 character max.) *
Consider for approval, the proposed 2026 assessment tiers and interest rates for County Ditch Special Assessments.

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.
Effort required to compute and bill affected landowners.

Fiscal Impact:
Finance has completed reconciliation of two drainage systems, with the goal of completing a total of five before October 2025.These systems are currently utilizing interim financing through the General Fund, causing forgone interest earnings for the County. The County's average annual percentage rate on investments over the past 12 months has been 4.81%.

Background/Justification:
At the August 6, 2024, Drainage Committee of the Whole Workshop, the County Drainage Authority directed staff to review outstanding balances owed to the County for previous ditch work. With the goal of having five drainage systems prepared for assessment by the end of October 2025, for inclusion in the 2026 collection cycle.

To advance this effort, it is essential to establish the interest rate and define the assessment repayment tiers. This will enable Taxpayer Services to begin entering the assessments and assigning appropriate repayment tiers to each benefited landowner.

Approval of the payment tiers is a necessary step before staff can begin preparing the assessments for these systems.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (0)

Document Name	Attachment Type

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Lindsey Meyer

Requestor Title
Finance Director

Department (please use dropdown to select department) *
FINANCE & TAXPAYER SERVICES

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda (•) Timed Agenda
( ) Item for Consideration

Time Required:
10

Originator
TGW2392

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approval of Large Group Assembly Permit for Up the Creek Bar and Grill Street Dance

Short Title (what will appear on Agenda outline - 250 character max.) *
Approval of Large Group Assembly Permit for Up the Creek Bar and Grill Street Dance

Value Stream the request primarily aligns with:
Shepherd Economic Growth

Briefly describe how the request aligns with the selected value stream.
Promote economic activity within the county

Describe the impact on staffing resources.
Sheriff and Taxpayer Services Review, contracting for sheriff's deputies on site.

Fiscal Impact:
Collection of permit fee. Contracting Fee for Sheriffs Department

Background/Justification:
Annual event, site map has been approved by Sheriff's Department. This event has occurred in '24, '23, '22.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (8)

Document Name	Attachment Type
Liability Insurance Up the Creek 2025.pdf	Attachment
Payment UTC 2025.pdf	Attachment
Food License Up the Creek 2025.pdf	Attachment
Sheriff Site Map Approval.pdf	Attachment
Septic Agreement Up the Creek 2025.pdf	Attachment
Application Street Dance 2025.pdf	Attachment
Site Map Up the Creek.pdf	Attachment
Special Deputy Agreement Up the Creek 2025.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

UPTHECR-01 ASABATINO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ashton Sabatino	
Christensen Group, Inc. 9855 W 78th Street Suite 100 Eden Prairie, MN 55344-8004	PHONE (A/C, No, Ext): (507) 424-1190	FAX (A/C, No):
	E-MAIL ADDRESS: asabatino@christensengroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Owners	32700
INSURED	INSURER B : Auto Owners	18988
Up The Creek Grill And Bar Inc DBA Creekside Catering 4246 112th ST NW Maple Lake, MN 55358	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			08406112	7/1/2025	7/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			5397186101	7/1/2025	7/1/2026	AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		A106693705	7/1/2025	7/1/2026	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Liquor Liability			08406112	7/1/2025	7/1/2026	Each Common Cause	1,000,000
A	Liquor Liability			08406112	7/1/2025	7/1/2026	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Location: 4246 112th St NW, Maple Lake, MN 55358. Liquor Liability extends to the patio.

CERTIFICATE HOLDER

Wright County
3650 Braddock Ave NE
Suite 1400
Buffalo, MN 55313

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
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Submit by Email

CSU PRODUCER RESOURCES INC.

Special Events of Short-term Duration Policy Request Submission

***Binding is subject to email confirmation from C-SUPR**

General Information

☒ New Account ☐ CSU has previously written this event
☐ Bind and Issue ☐ Quote Only
***Please mark all that apply**

Agency Name and Code
Christensen Group, Inc.

Named Insured (as it should appear on the policy): Up the Creek Grill and Bar Inc.
DBA Creekside Catering
(For the "Named Insured" use your name if you operate as a sole proprietor or your legal business name if you operate as a corporation or LLC.)

Doing Business as (DBA): _____
(additional names under which the business operates)

Legal Entity:
☐ Individual ☒ Corporation ☐ Joint Venture ☐ Partnership ☐ LLC ☐ Sole Proprietorship
☐ Other _____

Mailing address: 4246 112th St NW | State: MN | Zip: 55358
City: Maple Lake | Phone: (763) 878-9993
Cell: (763) 458-6368 | Fax: ( )
Email: upthecreekbarmn@gmail | Website: upthecreekbar.com

Event Specific Information

1) Will the event have or feature any of the following activities:
- Rides, amusement devices, inflatables or recreational devices? ☐ Yes ☒ No
- Petting zoos or animals? ☐ Yes ☒ No
- Fireworks or pyrotechnics? ☐ Yes ☒ No
- Concessionaires, exhibitors or vendors? One food vendor ☒ Yes ☐ No
- Is the purpose of this event a concert or musical event? ☒ Yes ☐ No

****music or entertainment incidental to the event is ok**

2) Are overnight accommodations or camping facilities part of the event? ☐ Yes ☒ No

The exposures/activities listed above are not covered by this program and any resulting claims will be denied. If you wish to cover any of these activities, please contact a C-SUPR underwriter to determine if other coverage options are available. If any of these activities are provided by a third party, you should require evidence of liability coverage (certificate of insurance) from the entity/organization naming you as an additional insured.

3) Is the event held at multiple locations? ☐ Yes ☒ No

4) Is the event held annually? ☒ Yes ☐ No

ENTERTAINMENT	If there is a musical performer, please indicate the type of music to be provided/performed: country/rock Quintet

Event Details

Name of Event: Up the Creek Grill & Bar Street Dance

Expected total attendance at the event (avg. daily attendance X no. of days): 500-1000

Brief Description of event: Live music on our property

Dates of coverage: (including set up and tear down)	7/18/25	To	7/21/25	
Event Date(s):	7/19/25	To	7/20/25	
Hours of Event: (including set up and tear down)	5:00 ☐ AM ☒ PM	To	12:30 ☒ AM ☐ PM	

Location of Event

Event location: parking lot

Venue name: Up the Creek Grill and Bar

Street address: 4246 112th St NW

City: Maple Lake State: MN Zip: 55358

Select Eligible Event Type

If you have an event that is not listed below and would like coverage please submit to your C-SUPR underwriter

Please click the arrow to the right to make your event selection

Please select from the following drop down

Alcoholic Beverages

- ☒ Yes ☐ No Alcohol will be allowed at the event.
- ☒ Yes ☐ No No alcohol provided by named insured and/or only attendees allowed to bring their own alcoholic beverages.
- ☒ Yes ☐ No Alcohol will be sold at the event. (e.g.: individual drinks are offered for sale for cash or with pre-purchased tickets).

If alcohol is sold, who holds the liquor license or permit?

☒ Insured ☐ Caterer or Vendor ☐ Facility ☐ Sponsor

- ☐ Yes ☒ No Alcohol will be furnished without a charge at the event.
- ☐ Yes ☐ No If yes, is the insured required to obtain a liquor license?
- ☐ Yes ☒ No Alcohol will be both sold and furnished at the event. (e.g.: providing wine and beer for free, but also having a cash bar) If yes, who holds the liquor license or permit?

☐ Insured ☐ Caterer or Vendor ☐ Facility ☐ Sponsor

Liquor Liability Coverage

(Complete this section only if selecting this optional coverage.)

1.	Is the named insured required to obtain a liquor license or permit?	☐ Yes ☐ No
	If no: Please provide the name of the liquor license/permit holder:	
	Please provide relationship to named insured:	
	Please provide the liquor license/permit number (if applicable):	
2.	Are alcoholic beverages (please select one): ☐ Sold? Provide the amount of alcoholic beverage sales $ And Food Sales $ ☐ Included as a part of the admission charge? ☐ Served or furnished without a charge?	
3.	What types of alcoholic beverages are being sold/served? Indicate all that apply: ☐ Liquor ☐ Beer ☐ Wine	
4.	Have you ever been fined or had a liquor license/permit revoked or suspended?	☐ Yes* ☐ No
5.	Has any insurer cancelled or nonrenewed your coverage during the past 3 years?	☐ Yes* ☐ No
6.	Are patrons allowed to carry alcoholic beverages onto the premises during your event? (BYOB)	☐ Yes* ☐ No
7.	Are alcohol sales and consumption contained within a fixed and/or secured area?	☐ Yes ☐ No*
8.	Has at least one server at this event had formalized awareness training?	☐ Yes ☐ No*
	If yes, please provide the type of training (e.g.: TIPs, TAMs, TABC):	
9.	Are ID's checked at the event?	☐ Yes ☐ No*
10.	Are alcohol sales stopped at least one (1) hour prior to the end of the event?	☐ Yes ☐ No*
11.	Do you need to add an additional insured for the liquor liability coverage? (If yes, complete below.)	☐ Yes ☐ No*
	Named of Additional Insured for Liquor Liability:	
	Mailing Address:	
	City: State: Zip:	

*** Answer requires the risk be submitted to your C-SUPR underwriter for approval and pricing.**

Additional Insured Requests

(Complete this section to request additional insureds on the policy.)

Additional Insured information:

Entity name:

Mailing address:

City: State: Zip:

Additional Insured form requested:

Additional Insured information:

Entity name:

Mailing address:

City: State: Zip:

Additional Insured form requested:

Additional Insured information:

Entity name:

Mailing address:

City: State: Zip:

Additional Insured form requested:

Additional Insured information:

Entity name:

Mailing address:

City: State: Zip:

Additional Insured form requested:

Additional Insured information:

Entity name:

Mailing address:

City: State: Zip:

Additional Insured form requested:

Additional Insured information:

Entity name:

Mailing address:

City: State: Zip:

Additional Insured form requested:

FRAUD STATEMENTS

APPLICABLE IN COLORADO
It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA
WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA
Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII
For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN KANSAS
Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT
Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

APPLICABLE IN MINNESOTA
Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN OHIO
Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA
WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN WASHINGTON
It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

GENERAL FRAUD STATEMENT
Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and NY: substantial civil penalties. (Not applicable in CO, DC, FL, HI, KS, MA, MN, NE, OH, OK, OR, VT or WA; in LA, ME, TN, and VA, insurance benefits may also be denied).

Applicant's Signature	**Date** 4/21/25
Agent's Signature	**Date**
Agency Name	**Agency Code**
Agent's Name and License Number (Florida Only)	

WRIGHT COUNTY
3650 BRADDOCK AVE NE
BUFFALO, MN 55313

WRIGHT COUNTY

05/08/2025
Transaction Number: 102073
Cashier: AT COUNTER
Department: AT COUNTER
Drawer Number: 75

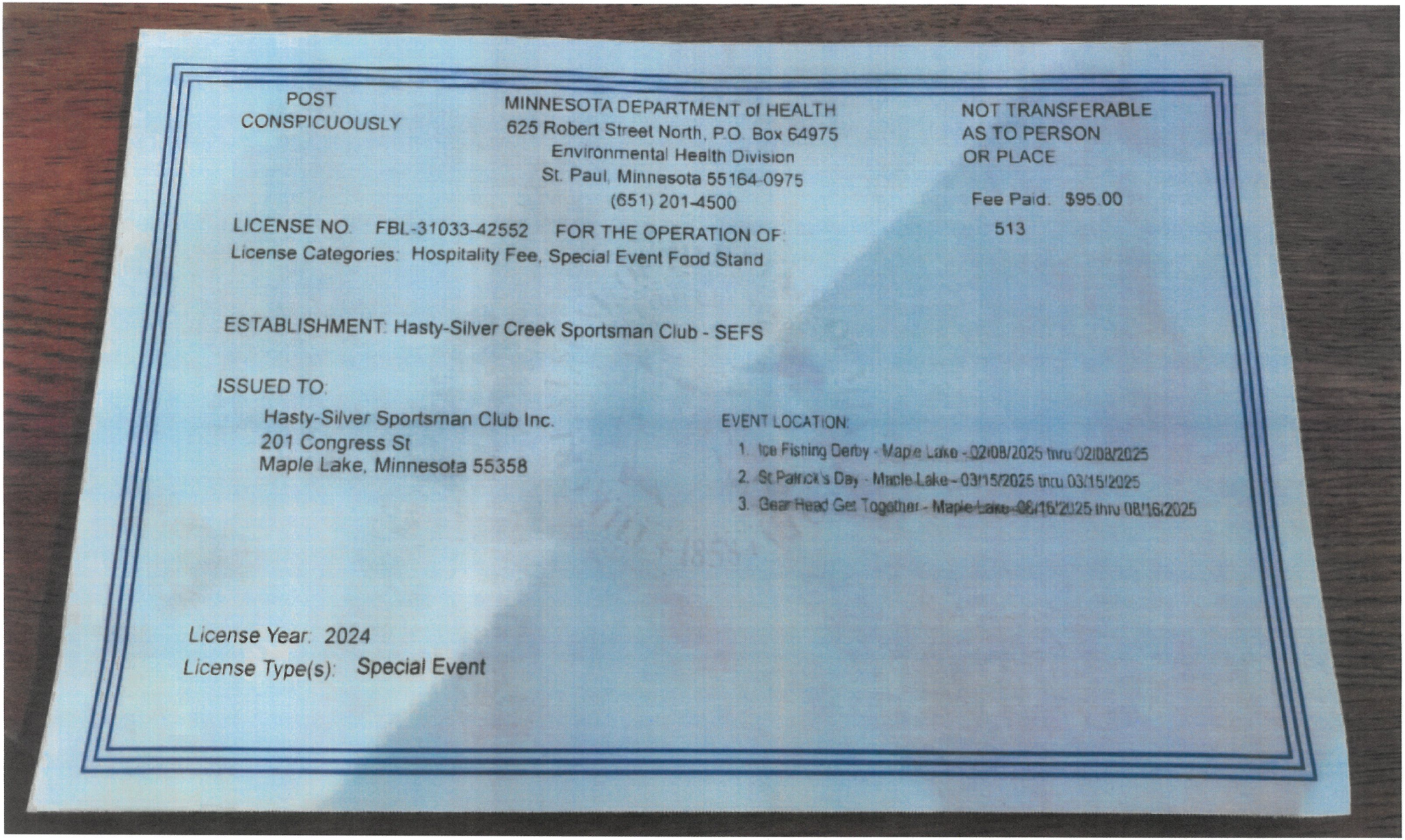
Payer Number:
Name: UP THE CREEK GRILL AND BAR LLC
Address:

Receipt Types			Amount	Tax	Total
AT COUNTER **01-041-046-0000-5118**	LARGE GROUP ASSEMBLY MISCELLANEOUS PERMITS	Rec#:22871	$500.00	Tax Included	$500.00

		$500.00
3697	UP THE CREEK LARGE	$500.00
	Check Total:	$500.00
	E-Check:	
	Cash:	
	ACH Payment:	
	Credit Card:	
	No Fee:	
		$500.00
	Change:	$0.00
		$500.00

THANK YOU

Page 1 of 1



POST
CONSPICUOUSLY

MINNESOTA DEPARTMENT of HEALTH
625 Robert Street North, P.O. Box 64975
Environmental Health Division
St. Paul, Minnesota 55164-0975
(651) 201-4500

NOT TRANSFERABLE
AS TO PERSON
OR PLACE

Fee Paid: $95.00

513

LICENSE NO. FBL-31033-42552 FOR THE OPERATION OF:
License Categories: Hospitality Fee, Special Event Food Stand

ESTABLISHMENT: Hasty-Silver Creek Sportsman Club - SEFS

ISSUED TO:

Hasty-Silver Sportsman Club Inc.
201 Congress St
Maple Lake, Minnesota 55358

EVENT LOCATION:

1. Ice Fishing Derby - Maple Lake - 02/08/2025 thru 02/08/2025
2. St Patrick's Day - Maple Lake - 03/15/2025 thru 03/15/2025
3. Gear Head Get Together - Maple Lake - 08/16/2025 thru 08/16/2025

License Year: 2024
License Type(s): Special Event

Wright County
MINNESOTA

Event Information

Event Name	Street Dance		
Date	July 19, 2025	Time	5:00 p.m. – 1:00 a.m.
Location	Up the Creek Grill and Bar	4246 112th St. NW Maple Lake, MN 55358	

Event Contact Information

Name	Jennifer Doherty
Phone	763-458-6368
Email	jenniferjdoherty@yahoo.com

Compliance

Does the attached site plan meet the requirements of Wright County Ordinance 91.05 (I) for required placement and type of vehicle barriers.

☒ Yes the attached site plan meets Requirements

☐ No the attached site plan does not meet requirements

X Sgt David Scherber

Wright County Sheriffs Office
Date

Attn: Jen Doherty
Up the Creek, Silver Creek MN

Steve 'O' Septic will be providing the following portable toilets for the annual street dance (July 19, 2025)

- 11 Regular Units
- 1 Handicap Unit
- Service of existing 2 Regular Units
- 1 Handwash Station

Thank you,

Steve Langanki
4/22/25
Owner/Operator – Steve 'O' Septic
612-991-0692

WRIGHT COUNTY
MINNESOTA

Application for Large Group Assembly Permit

Applicant Information			
Name:	Jennifer Doherty		
Date of Birth:	10/15/1982	Phone#:	763-458-6368
Address:	11349 Elliot Ave NW Maple Lake, MN 55358		
Organization Name, if applicable:	Up the Creek Grill and Bar		
Event Information			
Purpose:	Street Dance / Parking lot Party		
Date and Hours:	July 19, 2025 5pm to 1am		
Property Address:	4246 112th st NW Maple Lake, MN 55358		
Legal Description:			
Property Owner:	CBJ Investments		
Property Owner Signature:	JDoherty		
Maximum Number Attending:	500 - 1000		

Will a fence or barrier enclose the assembly area? (If contracting for a fence please provide documentation) ☒ Yes ☐ No

Water. Potable water must be provided, meeting all federal and state requirements for sanitary quality, in sufficient quantities to provide drinking water for the maximum number of people to be assembled at the rate of at least one gallon per person per day. If the assembly is to continue for more than 24 consecutive hours, water for bathing must be provided at the rate of at least ten gallons per person per day. Describe how you will meet this requirement to the extent applicable, and please provide relevant documentation demonstrating compliance.

Portable hand washing stations will be provided by the portable toilets.

If food will be provided, provide name of vendor(s) licensed by the MN Department of Health (MDH) and describe how food will be served. Please provide licenses from MDH: The Silver Creek Sportsmans Club will provide food.

AUD-6008-0422

WRIGHT COUNTY
MINNESOTA

Application for Large Group Assembly Permit

Toilets. Enclosed toilets allowing for separate use by males and females, sufficient in number to accommodate the maximum number of people to be assembled, shall be provided and shall be conveniently located throughout the permitted premises. Such facilities shall be provided in accordance with state regulations and the recommendations of the County Office of Planning and Zoning, Division of Environmental Health. Describe how sufficient toilets will be provided and provide relevant documentation.

Steve-O-Septic will provide portable toilets

What arrangements have been made for collection and removal of solid waste from the assembly grounds, please provide relevant documentation?

LRS of Minnesota is our garbage service provider.

Noise. Describe what steps will be taken to mitigate noise, such that it shall not carry unreasonably beyond the permitted premises.

We have a 6ft. privacy fence on our property to all neighboring properties. The remainder of the property on the south side will have snow fencing installed for the event.

Parking. The permit holder shall, at a minimum, provide a parking area of sufficient size to provide parking space for the maximum number of people to be assembled, based upon a calculated rate of at least one parking space for every three people. All parking must be off of public roadways. Attach plan for parking.

* See attached parking plan. It is the same as previous years.

AUD-6008-0422

WRIGHT COUNTY
MINNESOTA

Application for Large Group Assembly Permit

Security. The Permit holder shall prepare and implement a security, traffic, weather emergency and alcohol, cannabis, and drug control plan which shall meet the requirements of local authorities, including the County Sheriff. The permit holder may be required to provide for the presence of law enforcement personnel in such numbers as determined and deemed appropriate by the County Sheriff. Please provide relevant documentation related to security arrangements.

We will provide staff security, plus the required sheriff's deputies on site during the event.

Fire protection. The permit holder shall submit a plan for fire protection, as approved by the Fire Chief of the Fire Department serving the location of the assembly. Please provide proof of Fire Protection Plan.

* see attached fire protection plan. It is the same as previous years.

Medical Facilities. Permit holder shall ensure availability of appropriate medical facilities. For assemblies in excess of 1000 people, the permit holder shall provide an emergency ambulance on site, staffed by at least two licensed emergency attendants. Please describe arrangements, and attach relevant documents demonstrating compliance.

As in previous years, Maple Lake Fire & Rescue will provide 2 First Responders on-site

Camping facilities (If applicable). If the assembly is to continue overnight, camping facilities shall be provided which are sufficient to provide accommodations for the maximum number of persons reasonably anticipated to remain overnight. Please describe accommodations and include camping area on site map.

N/A

Public Right of Way. If the event is being held on a public right of way, please provide proof of consent from the road authority.

This event takes place on our property, in our parking lot

WRIGHT COUNTY
MINNESOTA

Application for Large Group Assembly Permit

Will cannabinoid products including hemp-derived consumer products be sold or permitted to be used at the event? NO.
Please provide a site plan as an addendum

WRIGHT COUNTY
MINNESOTA

Application for Large Group Assembly Permit

Applicant agrees to:

1. Provide public toilets in a sufficient number to accommodate both male and female attendees.
2. Take all the necessary precautions to ensure that noise does not carry unreasonably beyond the permitted premises.
3. Provide adequate off-street parking for attendees.
4. Provide an administrative control center equipped with a telephone for emergency use by attendees and to permit contact by law enforcement personnel.
5. Ensure the availability of adequate emergency medical service/facilities. If more than 500 people, an ambulance must remain on site.
6. Provide sufficient lighting during hours of darkness.
7. Meet the requirements of local authorities and the County Sheriff's department with respect to traffic control, disaster emergencies and drug & alcohol control.
8. Submit a plan for fire protection.
9. Provide adequate camping facilities, if assembly is to continue overnight.

Prior to issuance of a permit, unless waived by the Wright County Board of Commissioners, the applicant shall provide:

1. A Certificate of Insurance demonstrating that the applicant has obtained a policy of insurance in the amount of not less than $1,000,000
2. A Bond or Irrevocable Letter of Credit in the amount of: $25,000 holding the County harmless from any liability, claims or causes of action.
3. Submit a site plan for the event that includes, bathrooms, parking,
4. Provide all relevant contracts or agreements related to the criteria stated above.

I certify that I have read the Wright County Large Assemblies Ordinance; that I have read the above questions; and that the answers are true and correct to the best of my own knowledge.

Applicant Signature:	J Doherty	Date:	4/10/25
Property Owner Signature:	J Doherty	Date:	4/10/25

Submit completed application, $950.00 for first time application, or $500.00 fee for returning applicants and supporting documents to:
Wright County Finance & Taxpayer Services
Attn: Licensing
3650 Braddock Ave NE, Suite 1400
Buffalo, MN 55313

FOR WRIGHT COUNTY USE ONLY			
Application ☐	Fee ☐	COI ☐	Bond ☐
Date permit approved:			
Variances granted, if any:			

AUD-6008-0422

STAGE

PORTA – POTTIES

FOOD TENT

BARS

ENTRANCE/EXIT

MEDICAL TENT: PLACEMENT MAY CHANGE UPON PROFESSIONAL OPINION OF EMT'S

SNOW FENCING

PERMANENT PRIVACY FENCING

BARRIERS

DRIVING PATH TO PARKING

PARKING

Below is a map of approved neighborhood parking.

Plus:

- Olson's Campground is shuttling to and from the event.

- The Silver Creek Sportsman's Club is allowing parking as well and they can hold 100 vehicles.

WRIGHT COUNTY
SPECIAL DETAIL DEPUTY SERVICES
CONTRACT

Please fill out the following form as completely and accurately as possible. Once completed please print out the the contract, sign and return to the Wright County Sheriff's Office. You can mail or deliver the contract to,

Wright County Sheriff
3800 Braddock Ave NE
Buffalo, MN 55313

Alternatively you can sign, scan and email the form to,

Sheriff@co.wright.mn.us

SPECIAL DETAIL DEPUTY SERVICES CONTRACT

This Contract is made by and between the Wright County Sheriff's Office (hereinafter WCSO) Jennifer Doherty (hereinafter Purchaser), both hereinafter collectively referred to as "the Parties".

Based upon the mutual promises, covenants and obligations herein contained, the Parties hereby agree as follows:

1. **Services.** WCSO agrees to provide law enforcement services in the form of (2 deputies) Off Duty Deputy Sheriff for an event at the following location:

Up the Creek Grill and Bar
4246 112th St NW
Maple Lake, MN 55358

Said services include a uniformed deputy and county owned Sheriff's vehicle. Supervising an expected (500-1000) attendees at any given time. All events are subject to the approval of WCSO.

2. **Term.** The work under this Contract shall be provided on date(s) and time(s).

Saturday, July 19 2025
9pm to 1am

All contracts shall be for a minimum of three hours unless prior approval is given by WCSO. In the event there is need for an extension of the hours of service, WCSO will make best efforts to contact the authorized representative Jen Doherty at (763 458-6368 prior to extending the hours of service. However, WCSO reserves the right to determine whether there is a need for extended hours of service.

3. **Compensation/Billing.** Purchaser shall pay WCSO for services provided hereunder at the rate of $100.00 per hour per deputy. Purchaser will be invoiced, with the invoice to be sent to the following invoice contact: (Name, address, email, phone number)

Jen Doherty
4246 112th St NW
Maple Lake, MN 55358

Payment shall be made within 35 days of the invoice date. In cases where the account remains unpaid beyond 35 days from invoice, an administrative fee of $35.00 will be assessed.

4. **Independent Contractor Status.** WCSO is an independent contractor for purposes of this contract, and nothing herein contained shall be construed to create the relationship of employer and employee between the WCSO deputies and Purchaser. WCSO shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the contracted law enforcement services. Purchaser acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, or otherwise, will be made from the payments due WCSO and that it is WCSO's obligation to comply with any applicable provisions of all Federal and State tax laws.

5. **Hold Harmless/Indemnification.** WCSO shall indemnify, hold harmless and defend Purchaser against any and all claims, actions damages, losses and expenses arising out of WCSO's performance of its obligations under this Contract. It is understood and agreed that the WCSO liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 or other applicable law. In addition, WCSO reserves its right to claim applicable defenses or immunities under state or federal law. Purchaser shall be liable for its own acts and the acts of its guests at the event and shall hold WCSO and Wright County harmless from any and all claims, actions, damages, losses and expenses arising therefrom.

6. **Authorized Representatives.** Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses:

To WCSO:

To Purchaser: Jen Doherty
4246 112th St NW
Maple Lake, MN 55358

7. **Cancellation.** This Contract may be cancelled by WCSO or by Purchaser at least 48

hours in advance of the event. Failure by Purchaser to give a 48 hour notice of cancellation will result in a three-hour minimum charge per assigned Deputy.

8. Modifications. This Contract represents the full and complete understanding of the Parties and supersedes any prior agreements or understandings, whether oral or written. Any alterations, variations, modifications, or waivers of the provisions of this Agreement, other than provision of extended services under Section 2 herein, shall only be valid when they have been reduced to writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date(s) indicated below.

WRIGHT COUNTY SHERIFF'S OFFICE

By: _____

Title: Owner

Date: 4/15/25

By: _____

Title: Owner

Date: 4/15/25

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Matt Detjen

Requestor Title
Ag Drainage & Natural Resources Supervisor

Department (please use dropdown to select department) *
PARKS & RECREATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(●) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda (●) Timed Agenda
( ) Item for Consideration

Time Required:
4

Originator
MJD7571

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Schedule Public Hearing on Repair Report for County Ditch #19

Short Title (what will appear on Agenda outline - 250 character max.) *
Schedule Public Hearing on Repair Report for County Ditch #19

Value Stream the request primarily aligns with:
Empower Use of Land, Property, and the Environment

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.
NA

Fiscal Impact:
NA

Background/Justification:
In May of 2024 the board appointed Garrett Monson of Moore Engineering to complete a repair report for County Ditch #19. Mr. Monson has now submitted this report, and the drainage authority must now set a time and place for the public hearing. Please see attached memo for more information.

Mr. Monson has availability on the follow dates:
Tuesday, July 29th at 11AM
Wednesday, July 30th at 10AM
Thursday, July 31st at 9AM
Monday, August 11th 9AM-Noon
Wednesday, August 13th 9AM-Noon
Thursday, August 14th 9AM-Noon

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
CD 19 Memo_6_12_2025.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

Moved to agenda

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

AGRICULTURE & DRAINAGE

Wright County Ditch 19 Repair Public Hearing
Date: 6/12/2025

Background:

Wright County Ditch 19 is located in French Lake Township and was established on May 20th, 1913. The system is approximately 2.51 Miles of open ditch that starts at French Lake and ends at Peloquin Ave Nw. A timeline of recent proceedings on this system is listed below:

February/March 2020: Eight request for repairs were received by landowners
December 18th, 2023: Public hearing for Redetermination of Benefits (Adopted).
May 5th, 2024: Ditch COTW pursuant to Minn. Stat. 103E.715 determined repairs were necessary and appointed Moore Engineering to complete a Repair Report and Reestablishment of Records.
January 13th, 2025: Public hearing on the Reestablishment of Records.

The Minnesota Statute 103E.715 process for *Repair by Petition* formally began at the May 5th, 2024, Ditch COTW where it was determined that the drainage system needs repair, and the Drainage Authority appointed Moore Engineering to make a repair report. Minnesota Statute 103E.715 Subd. 3. states that "*When the repair report is filed, the auditor shall promptly notify the drainage authority. The drainage authority in consultation with the auditor shall set a time, by order, not more than 30 days after the date of the order for a hearing on the repair report.*"

The drainage authority must now set a time for the public hearing on the repair report. Staff has worked with Garrett Monson PE from Moore Engineering to determine dates he is free to attend the public hearing and present his findings. Mr. Monson has availability on the following dates:

Tuesday, July 29th at 11AM
Wednesday, July 30th at 10AM
Thursday, July 31st at 9AM
Monday, August 11th 9AM-Noon
Wednesday, August 13th 9AM-Noon
Thursday, August 14th 9AM-Noon

Recommendation:

Schedule the public hearing on the repair report for County Ditch #19 on the drainage authorities preferred date.

103E.715 REPAIR BY PETITION.

Subdivision 1. **Repair petition.** An individual or an entity interested in or affected by a drainage system may file a petition to repair the drainage system. The petition must state that the drainage system needs repair. The auditor shall present the petition to the board at its next meeting or, for a joint county drainage system, to the drainage authority within ten days after the petition is filed.

Subd. 2. **Engineer's repair report.** If the drainage authority determines that the drainage system needs repair, the drainage authority shall appoint an engineer to examine the drainage system and make a repair report. The report must show the necessary repairs, the estimated cost of the repairs, and all details, plans, and specifications necessary to prepare and award a contract for the repairs. The drainage authority may give notice and order a hearing on the petition before appointing the engineer.

Subd. 3. **Notice of hearing.** When the repair report is filed, the auditor shall promptly notify the drainage authority. The drainage authority in consultation with the auditor shall set a time, by order, not more than 30 days after the date of the order for a hearing on the repair report. At least ten days before the hearing, the auditor shall give notice by mail of the time and location of the hearing to the petitioners, owners of property, and political subdivisions likely to be affected by the repair in the repair report.

Subd. 4. **Hearing on repair report.** (a) The drainage authority shall make findings and order the repair to be made if:

(1) the drainage authority determines from the repair report and the evidence presented that the repairs recommended are necessary for the best interests of the affected property owners; or

(2) the repair petition is signed by the owners of at least 26 percent of the property area affected by and assessed for the original construction of the drainage system, and the drainage authority determines that the drainage system is in need of repair so that it no longer serves its original purpose and the cost of the repair will not exceed the total benefits determined in the original drainage system proceeding.

(b) The order must direct the auditor and the chair of the board or, for a joint county drainage system, the auditors of the affected counties to proceed and prepare and award a contract for the repair of the drainage system. The contract must be for the repair described in the repair report and as determined necessary by the drainage authority, and be prepared in the manner provided in this chapter for the original drainage system construction.

Subd. 5. **Apportioning repair cost for joint county drainage system.** For the repair of a joint county drainage system, the drainage authority shall, by order, apportion the repair cost among affected counties in the same manner required in the original construction of the drainage system.

Subd. 6. **Repair by resloping ditches, incorporating multistage ditch cross section, leveling spoil banks, installing erosion control, or removing trees.** (a) For a drainage system that is to be repaired by resloping ditches, incorporating a multistage ditch cross section, leveling spoil banks, installing erosion control measures, or removing trees, before ordering the repair, the drainage authority must appoint viewers to assess and report on damages and benefits if it determines that:

(1) the resloping, incorporation of a multistage ditch cross section, spoil bank leveling, installation of erosion control measures, or tree removal will require the taking of any property not contemplated and included in the proceeding for the establishment or subsequent improvement of the drainage system; or

(2) any spoil bank leveling or tree removal will directly benefit property where the spoil bank leveling or tree removal is specified.

(b) The viewers shall assess and report damages and benefits as provided by sections 103E.315 and 103E.321. The drainage authority shall hear and determine the damages and benefits as provided in sections 103E.325, 103E.335, and 103E.341. The hearing shall be held within 30 days after the property owners' report is mailed. Damages must be paid as provided by section 103E.315 as a part of the cost of the repair, and benefits must be added to the benefits previously determined as the basis for the pro rata assessment for the repair of the drainage system for the repair proceeding only.

History: *1990 c 391 art 5 s 93; 2013 c 4 s 14*

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
CHAD HAUSMANN

Requestor Title
COUNTY ENGINEER

Department (please use dropdown to select department) *
HIGHWAY

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda (•) Timed Agenda
( ) Item for Consideration

Time Required:
3 Minutes

Originator
LLG7383

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Offer to Sell and Approve Appraisal and Compensation Waiver

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Offer to Sell and Approve Appraisal and Compensation Waiver

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.
NA

Fiscal Impact:
NA

Background/Justification:
As part of the TH25 & CSAH 83 roundabout project a drainage pond was needed in the northwest corner of the intersection. The drainage pond falls on County owned property, south of the Public Works building. A drainage & utility easement is needed to encumber the pond and it needs to be held by MnDot. The Offer to Sell document is for this drainage and utility easement. The Waiver of Appraisal and Compensation is also for the drainage and utility easement and for a temporary easement needed by MnDot for the TH25 project in 2026 at the Historical Society entrance. The County is waiving its right to an appraisal and to compensation for the needed easements. Signatures are needed on both documents.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (4)

Document Name	Attachment Type
Parcel 610 - WAIVE APPRAISAL AND COMPENSATION LETTER (1).pdf	Attachment
RFBA TH25 MnDot Waiver - D_U Easement Map.pdf	Attachment
RFBA TH25 MnDot Waiver - TE Map.pdf	Attachment
Parcel 610 - OFFER TO SELL AND MOC-EASEMENT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

Moved to agenda

County Administrator Review

County Administrator Decision

Notes

DEPARTMENT OF TRANSPORTATION

395 John Ireland Boulevard
Saint Paul, MN 55155

May 20, 2025

Joseph D. Pignato, Director
Minnesota Department of Transportation
395 John Ireland Boulevard – MS 630
St. Paul, MN 55155

RE: State Project #: 8605-54RW
Control Section #: 8605
Project Job #: TRW240301
County: Wright
Parcel #: 610

We are aware that the State needs additional right of way for the above referenced highway project. A representative from the State has explained the project and provided us a copy of the Guidebook for Property Owners. We understand that there are State and Federal laws that give us the right to have our land appraised by the State and that we are entitled to receive just compensation for the land the State needs for the highway project. The following laws apply:

Appraisal
- Minnesota State Statute 117.036
- 49 Code of Federal Regulations 24.102(c)

Compensation
- Minnesota State Statute 160.03
- 49 Code of Federal Regulations 24.102(d)

As a contribution to the State of Minnesota, Department of Transportation, we hereby agree to waive our rights to have the property appraised and wish to donate, without compensation, an interest in real property legally described as follows:

All of the following:

A drainage easement in perpetuity over that part of TRACT C, R.L.S. NO. 51, shown as Parcel 610 on Minnesota Department of Transportation Right of Way Plat Numbered 86-154 as the same is on file and of record in the office of the County Recorder in and for Wright County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 8436.0;

containing 0.17 acre, more or less;

together with other rights as set forth below, forming and being part of said Parcel 610:

Access:

All right of access as shown on said plat by the access control symbol(s).

together with all right of access, being the right of ingress to and egress from Tract A hereinbefore described, along the following described line: Beginning at the point of termination of Line 1 described below; thence southwesterly along said Line 1 for 60 feet and there terminating;

Line 1. From a point on the west line of said Section 17, distant 475.9 feet south of the west quarter corner thereof, run northeasterly at an angle of 36 degrees 39 minutes with said west section line for 630.69 feet; thence deflect to the right on a 00 degree 45 minute curve (delta angle 04 degrees 42 minutes) for 626.67 feet; thence on tangent to said curve for 1363.0 feet and there terminating;

Also a right to use the following described strip for highway purposes, which right shall cease on December 1, 2031, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

A strip being that part of Tract A hereinbefore described, which lies between two lines run parallel with and distant 75 feet and 110 feet northwesterly of the following described line: Beginning at a point on Line 1 described above, distant 852 feet southwesterly of its point of termination (measured along said Line 1); thence southwesterly along said Line 1 for 73 feet and there terminating;

containing 0.06 acre, more or less.

Signature _____ Date _____

Signature _____ Date _____

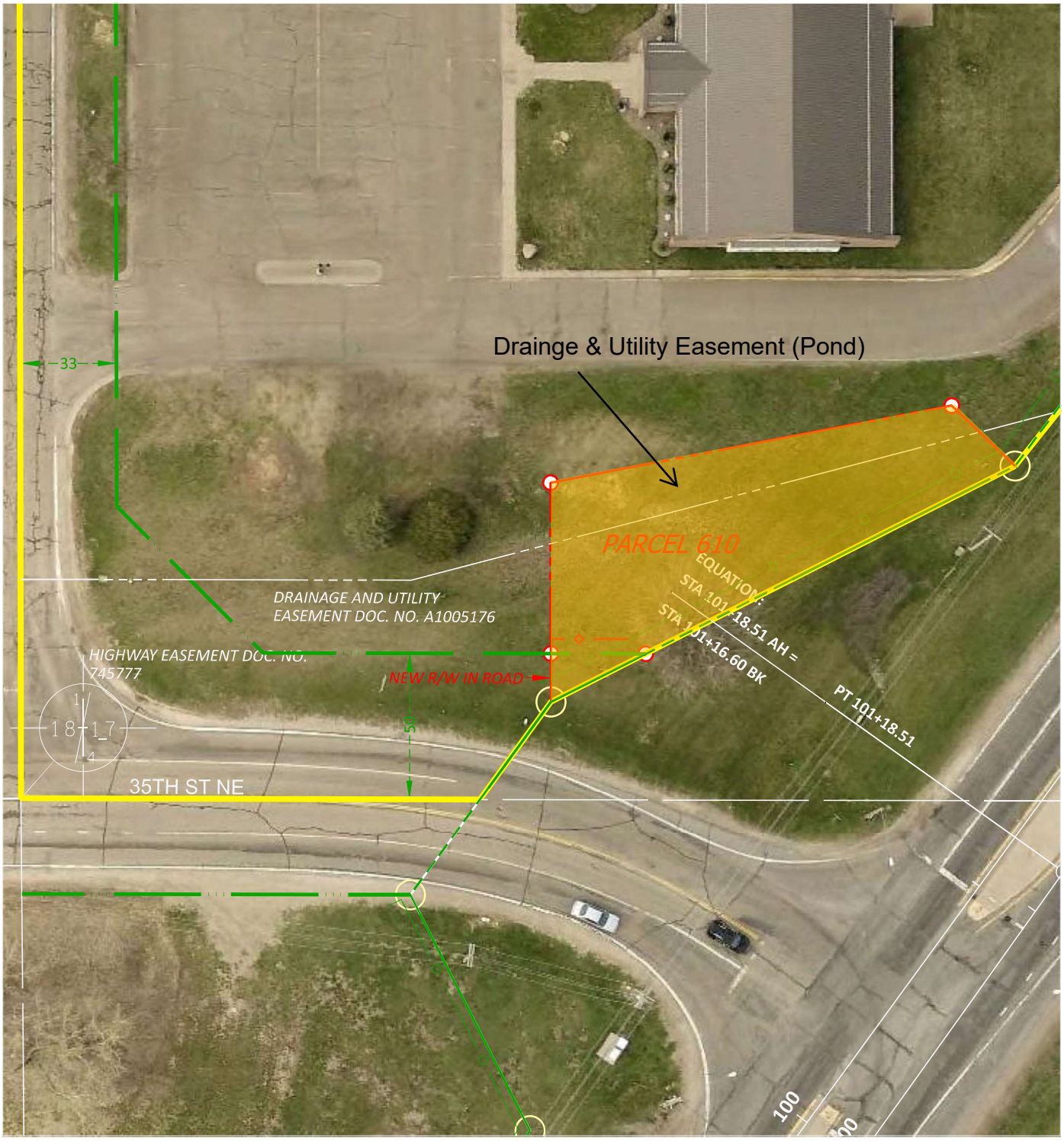
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 8605 (25=25) 901
State Project: 8605-54RW
Owner: County of Wright

County: Wright

Parcel Number: 610
Sheet 8 of 8
Scale 1 inch = 50 ft.



Layout sketch by Tyler Stellmach

Created on January 24, 2025

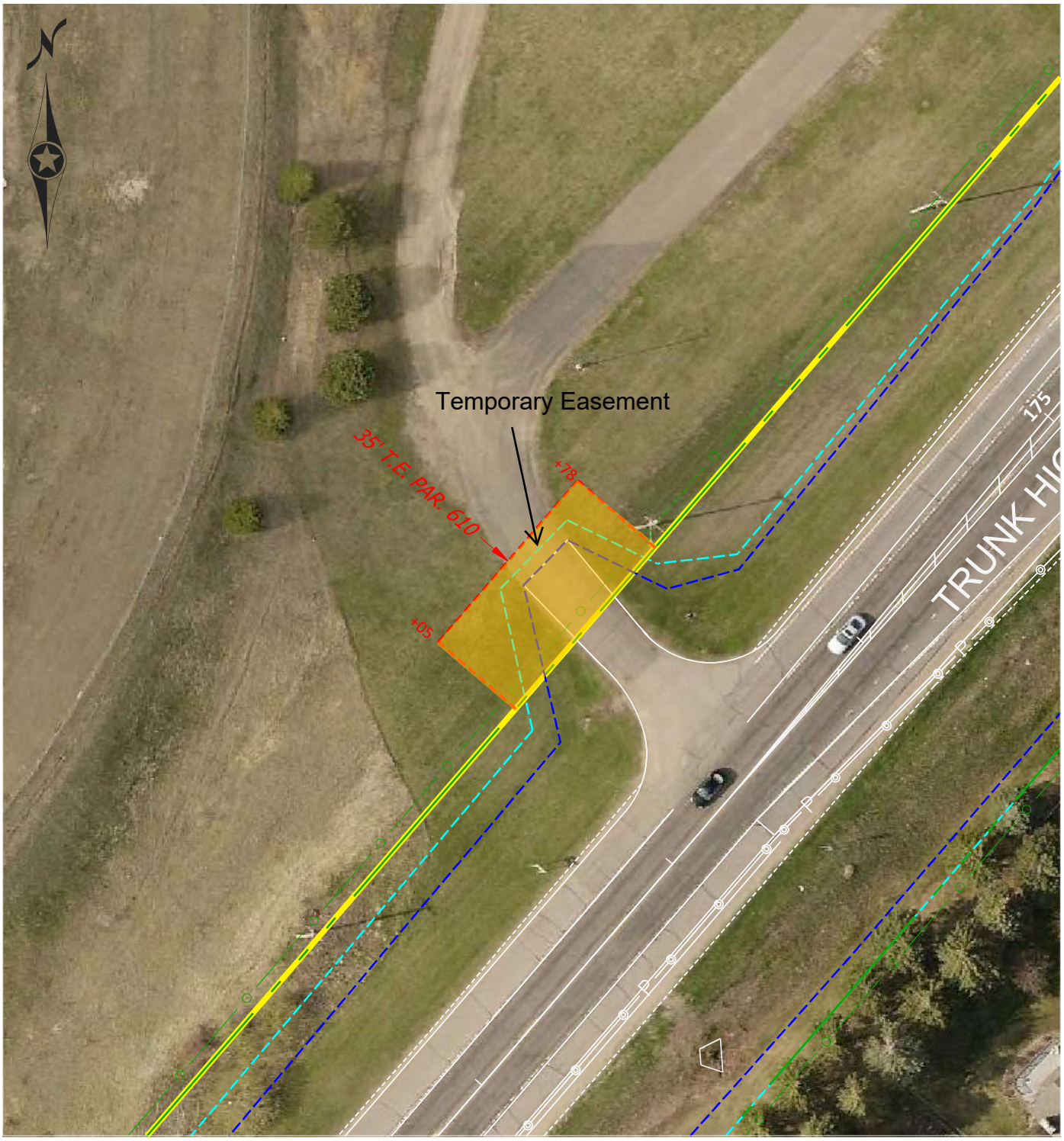
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 8605 (25=25) 901
State Project: 8605-54RW
Owner: County of Wright

County: Wright

Parcel Number: 610
Sheet 6 of 8
Scale 1 inch = 50 ft.



Layout sketch by Tyler Stellmach

Created on January 24, 2025

Office of Land Management (2-98)

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

OFFER TO SELL AND MEMORANDUM OF CONDITIONS

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.:	8605 (25=25) 901	Parcel: 610	County: Wright

Owners and addresses: County of Wright, County Recorder, 3650 Braddock Ave NE, Suite 1500, Buffalo, Minnesota, 55313;

For a valuable consideration, on this _____day of, _____, _____, the undersigned owners hereby offer to sell and convey to the State of Minnesota for valuable consideration an easement in the real estate or an interest therein situated in Wright County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within *90* days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State upon the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

None

OWNERS

COUNTY OF WRIGHT

By_____
Its Chairman of the County Board

And_____
Its County Administrator

(Address of Owner where acceptance is to be mailed.)

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
CHAD HAUSMANN

Requestor Title
COUNTY ENGINEER

Department (please use dropdown to select department) *
HIGHWAY

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda (•) Timed Agenda
( ) Item for Consideration

Time Required:
3 MIN

Originator
LLG7383

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Resolution for Highway Easement to MnDot on TH25

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Resolution for Highway Easement to MnDot on TH25

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.
NA

Fiscal Impact:
NA

Background/Justification:
A resolution for approval of a Highway Easement document is needed by MnDot for the TH25 & CSAH 83 intersection and for the future TH25 project. The easement document includes a drainage & utility easement in the northwest corner of the TH25 & CSAH 83 intersection for a pond, for the removal of a driveway/access at the old "Bremmer" property on TH25 (north of the Historical Society), and for a temporary easement at the Historical Society entrance. A signature by the County Administrator is also needed on the Certification document certifying that the resolution is an accurate copy.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (4)

Document Name	Attachment Type
Certification.pdf	Attachment
Parcel 610 – HIGHWAY EASEMENT.COUNTYOFWRIGHT.pdf	Attachment
Parcel 610 PARCEL SKETCH.pdf	Attachment
County Board Resolution TH25 Easement.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

Moved to agenda

County Administrator Review

County Administrator Decision

Notes

RESOLUTION

WHEREAS, the Minnesota Department of Transportation (MnDOT) requests that Wright County conveys rights described in the Highway Easement for C.S. 8605 (25=25) 901, parcel 610, County of Wright; and

WHEREAS, MnDOT has prepared the Highway Easement and parcel sketch that would convey the rights to Parcel 610; and

WHEREAS, the Highway Easement is necessary for the upcoming TH25 construction project and for the reconstruction of the intersection of TH25 and CSAH 83; and

WHEREAS, MnDOT and Wright County entered into Cooperative Construction Agreement No. 1046686 for the purposes of the reconstruction of the intersection at TH25 and CSAH 83; and

NOW THEREFORE, BE IT HEREBY RESOLVED, the County Board Chair and County Administrator are hereby authorized to accept the Highway Easement described as Parcel 610 and as shown in the parcel sketch for MnDOT project 8605-54RW.

BE IT FURTHER RESOLVED the County Board Chair and County Administrator are hereby authorized to execute the Highway Easement, as provided by the Minnesota Department of Transportation.

CERTIFICATION

I hereby certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Wright County at an authorized meeting held on the _____ day of _____, 2025, as shown by the minutes of the meeting in my possession.

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

Subscribed and sworn to me this _____ day of _____, 2025.

Notary Public _____

My Commission Expires _____

RESOLUTION #25-38
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Robert (Kirby) Moynagh III	District 5

RESOLUTION #25-38

Page 1 of 1

A Resolution approving a Highway Easement for MnDOT

WHEREAS, the Minnesota Department of Transportation (MnDOT) requests that Wright County conveys rights described in the Highway Easement for C.S. 8605 (25=25) 901, parcel 610, County of Wright; and

WHEREAS, MnDOT has prepared the Highway Easement and parcel sketch that would convey the rights to Parcel 610; and

WHEREAS, the Highway Easement is necessary for the upcoming TH25 construction project and for the reconstruction of the intersection of TH25 and CSAH 83; and

WHEREAS, MnDOT and Wright County entered into Cooperative Construction Agreement No. 1046686 for the purposes of the reconstruction of the intersection at TH25 and CSAH 83; and

NOW THEREFORE, BE IT HEREBY RESOLVED, the County Board Chair and County Administrator are hereby authorized to accept the Highway Easement described as Parcel 610 and as shown in the parcel sketch for MnDOT project 8605-54RW.

BE IT FURTHER RESOLVED the County Board Chair and County Administrator are hereby authorized to execute the Highway Easement, as provided by the Minnesota Department of Transportation.

Motion by Commissioner _____ **Seconded by Commissioner** _____

Roll Call Vote:

	YES	ABSENT	NO	ABSTAIN
DIEDRICK	☐	☐	☐	☐
VETSCH	☐	☐	☐	☐
HOLLAND	☐	☐	☐	☐
SCHOEN	☐	☐	☐	☐
MOYNAGH	☐	☐	☐	☐

STATE OF MINNESOTA)
ss.
County of Wright)

I, Select Signer, duly appointed and qualified of the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on Monday, March 03, 2025, now on file in my office, and have found the same to be a true and correct copy thereof.

IN TESTIMONY WHEREOF, I have hereunto signed my name and caused the seal of the County of Wright to be affixed.

Select Signer

Version 2

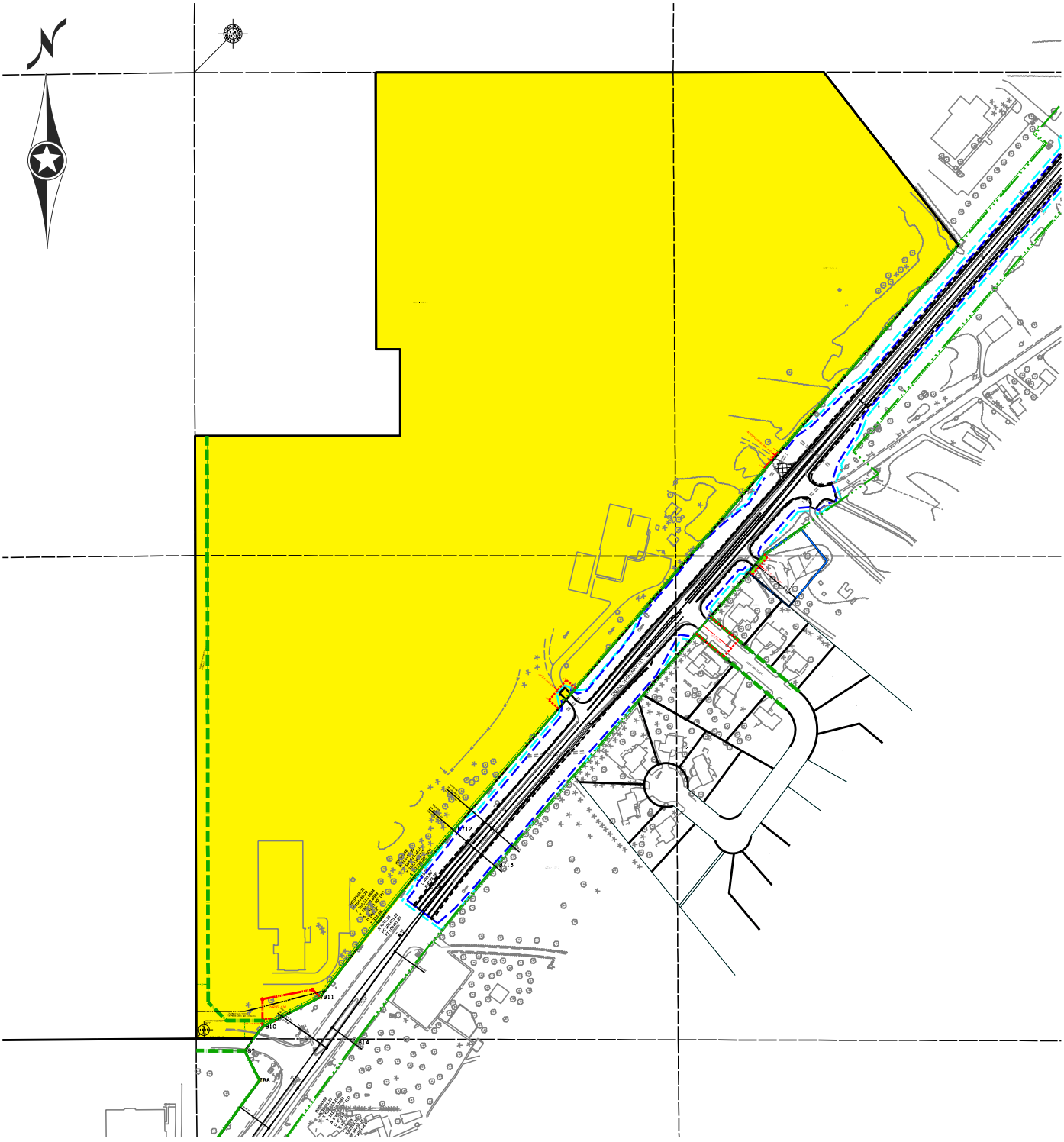
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 8605 (25=25) 901
State Project: 8605-54RW
Owner: County of Wright

County: Wright

Parcel Number: 610
Sheet 1 of 8
Scale 1 inch = 400 ft.



Layout sketch by Tyler Stellmach

Created on January 24, 2025

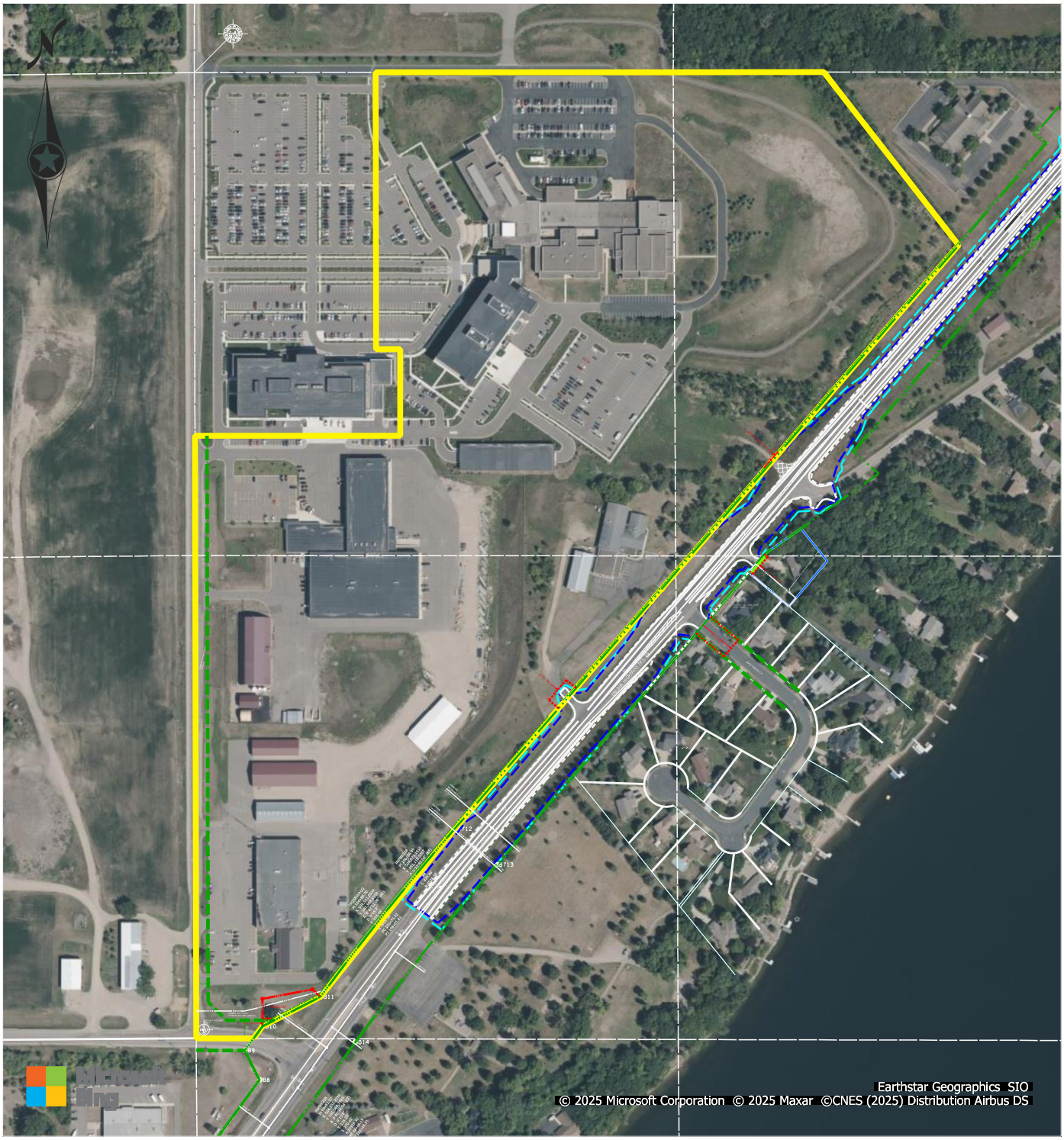
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 8605 (25=25) 901
State Project: 8605-54RW
Owner: County of Wright

County: Wright

Parcel Number: 610
Sheet 2 of 8
Scale 1 inch = 400 ft.



Layout sketch by Tyler Stellmach

Created on January 24, 2025

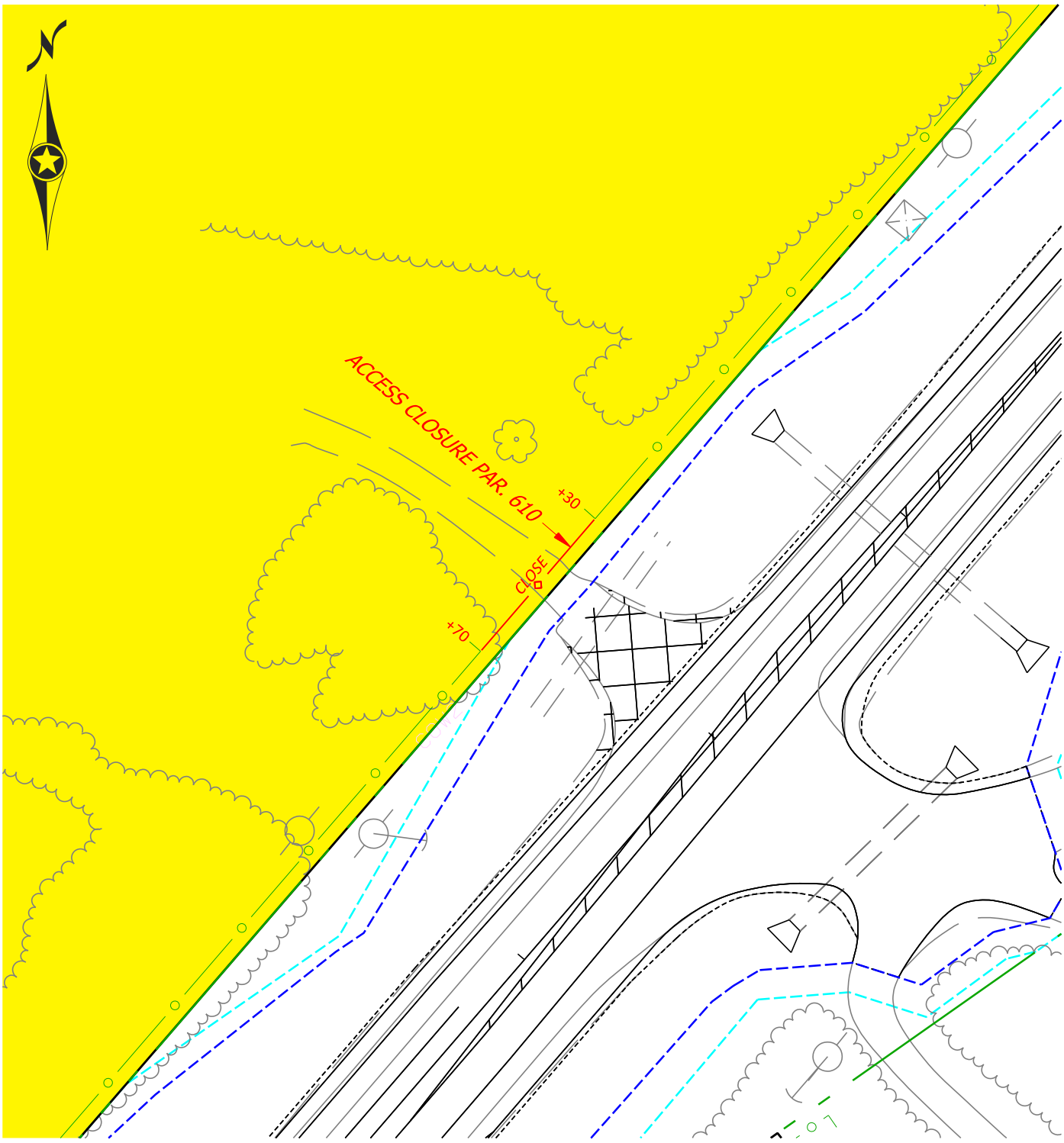
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 8605 (25=25) 901
State Project: 8605-54RW
Owner: County of Wright

County: Wright

Parcel Number: 610
Sheet 3 of 8
Scale 1 inch = 50 ft.



Layout sketch by Tyler Stellmach

Created on January 24, 2025

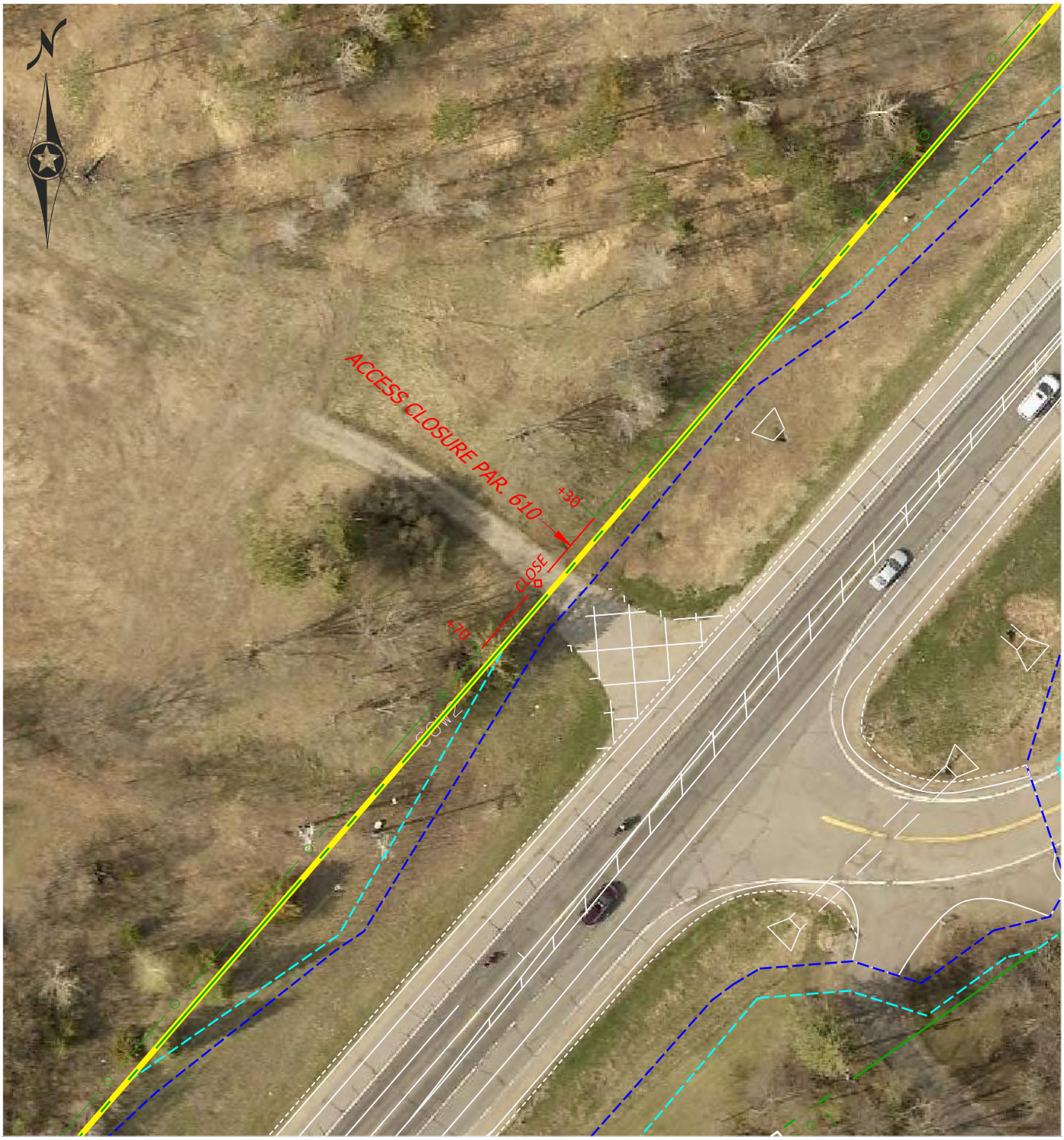
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 8605 (25=25) 901
State Project: 8605-54RW
Owner: County of Wright

County: Wright

Parcel Number: 610
Sheet 4 of 8
Scale 1 inch = 50 ft.



Layout sketch by Tyler Stellmach

Created on January 24, 2025

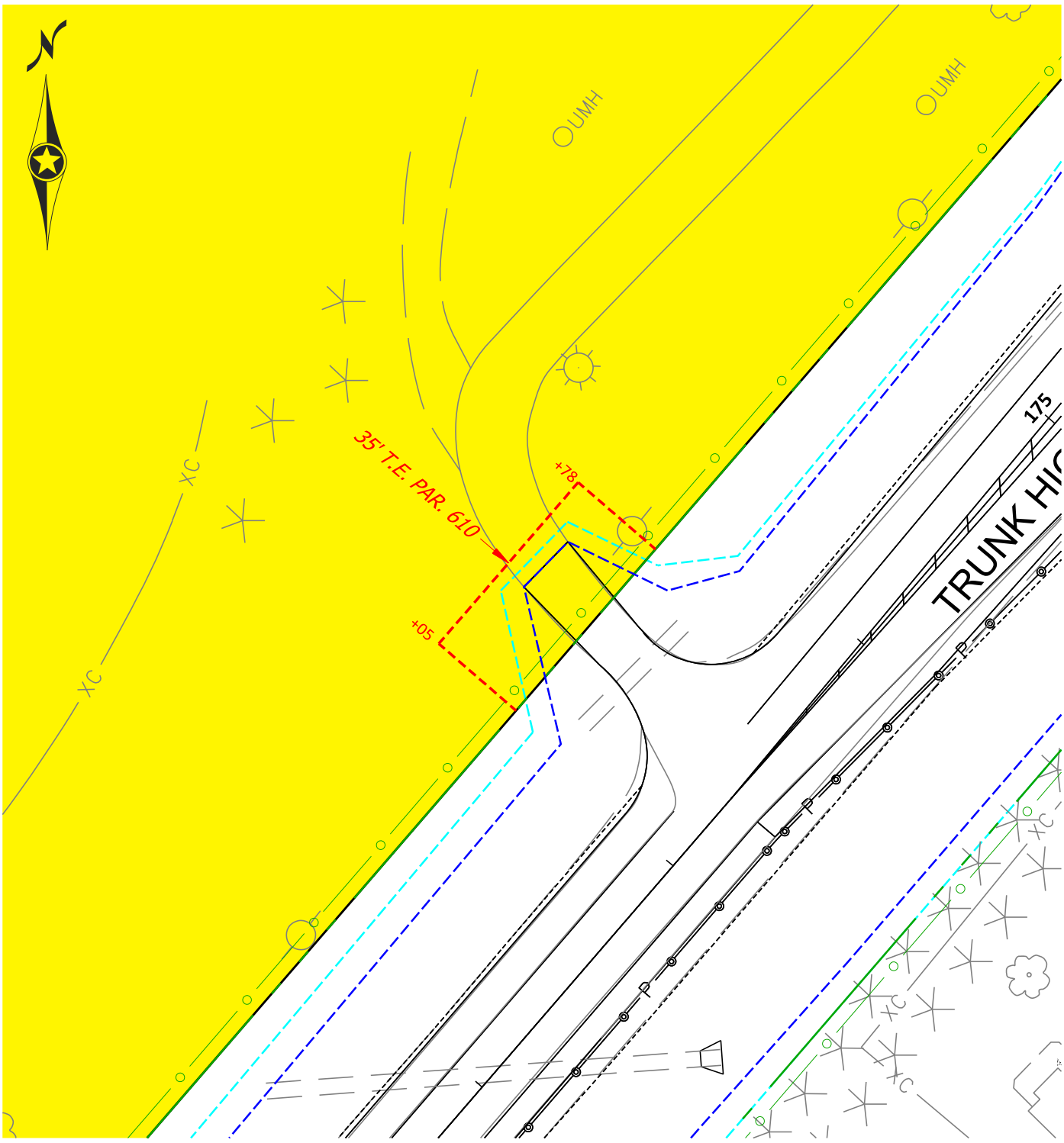
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 8605 (25=25) 901
State Project: 8605-54RW
Owner: County of Wright

County: Wright

Parcel Number: 610
Sheet 5 of 8
Scale 1 inch = 50 ft.



Layout sketch by Tyler Stellmach

Created on January 24, 2025

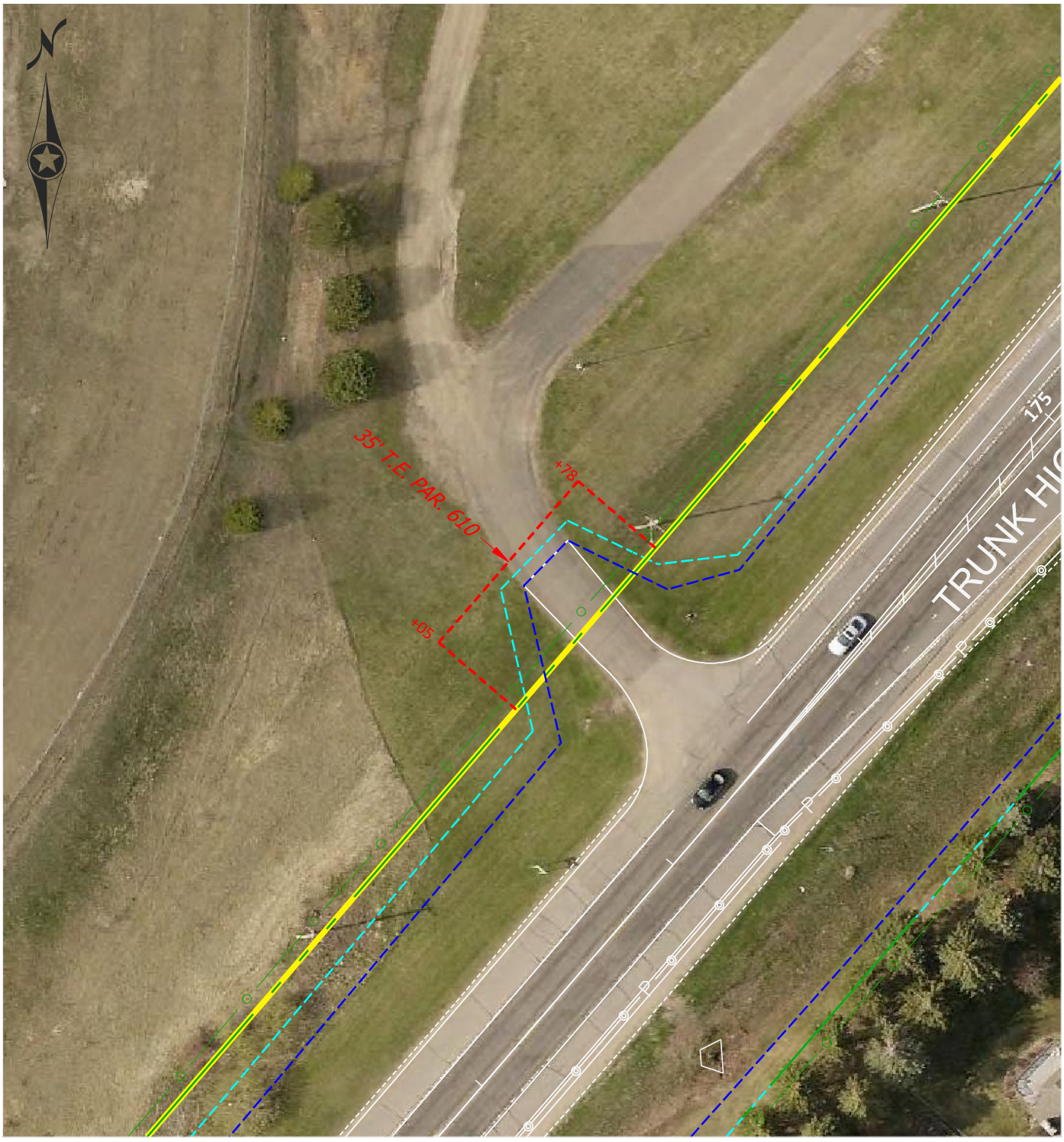
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 8605 (25=25) 901
State Project: 8605-54RW
Owner: County of Wright

County: Wright

Parcel Number: 610
Sheet 6 of 8
Scale 1 inch = 50 ft.



Layout sketch by Tyler Stellmach

Created on January 24, 2025

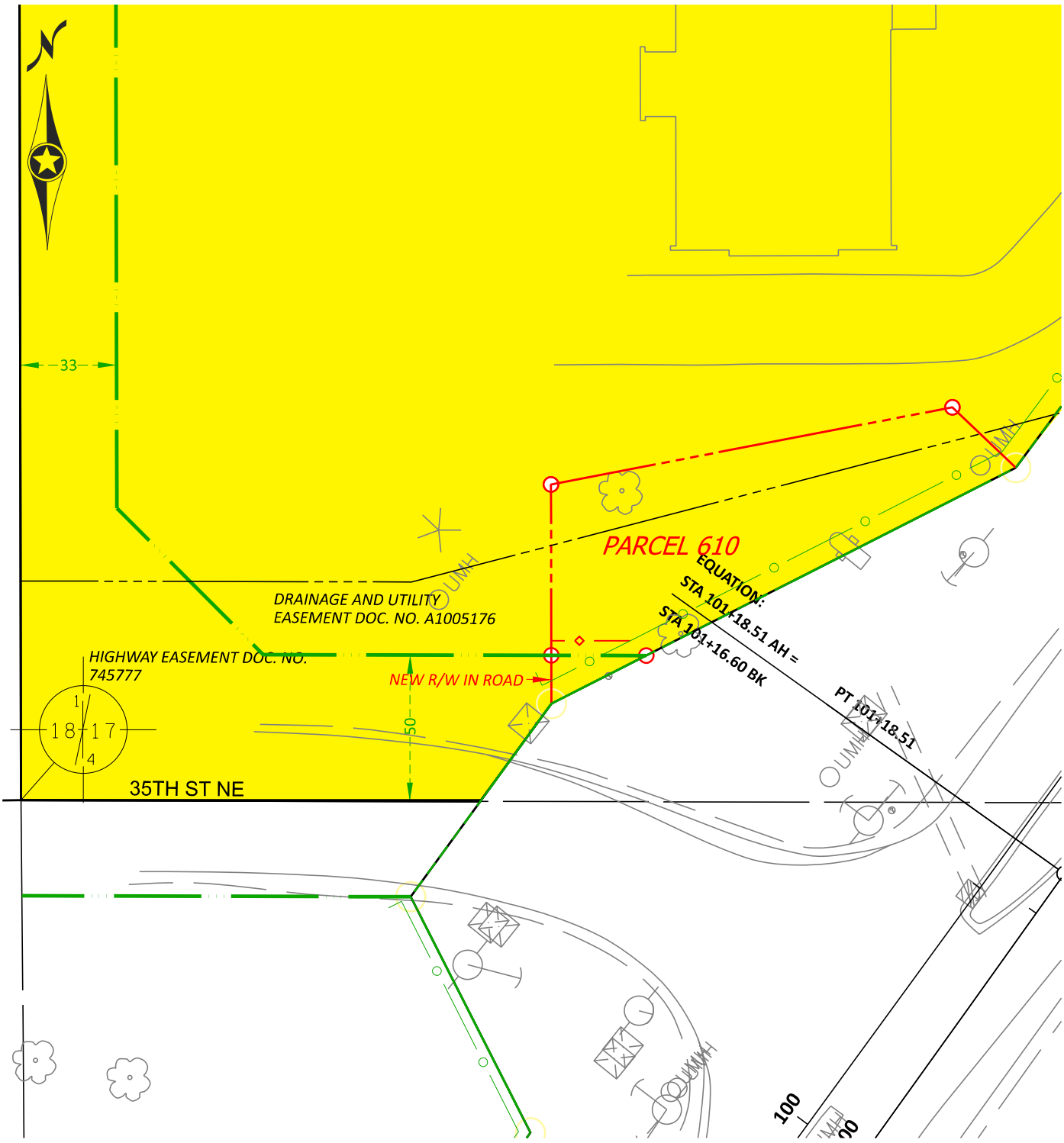
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 8605 (25=25) 901
State Project: 8605-54RW
Owner: County of Wright

County: Wright

Parcel Number: 610
Sheet 7 of 8
Scale 1 inch = 50 ft.



Layout sketch by Tyler Stellmach

Created on January 24, 2025

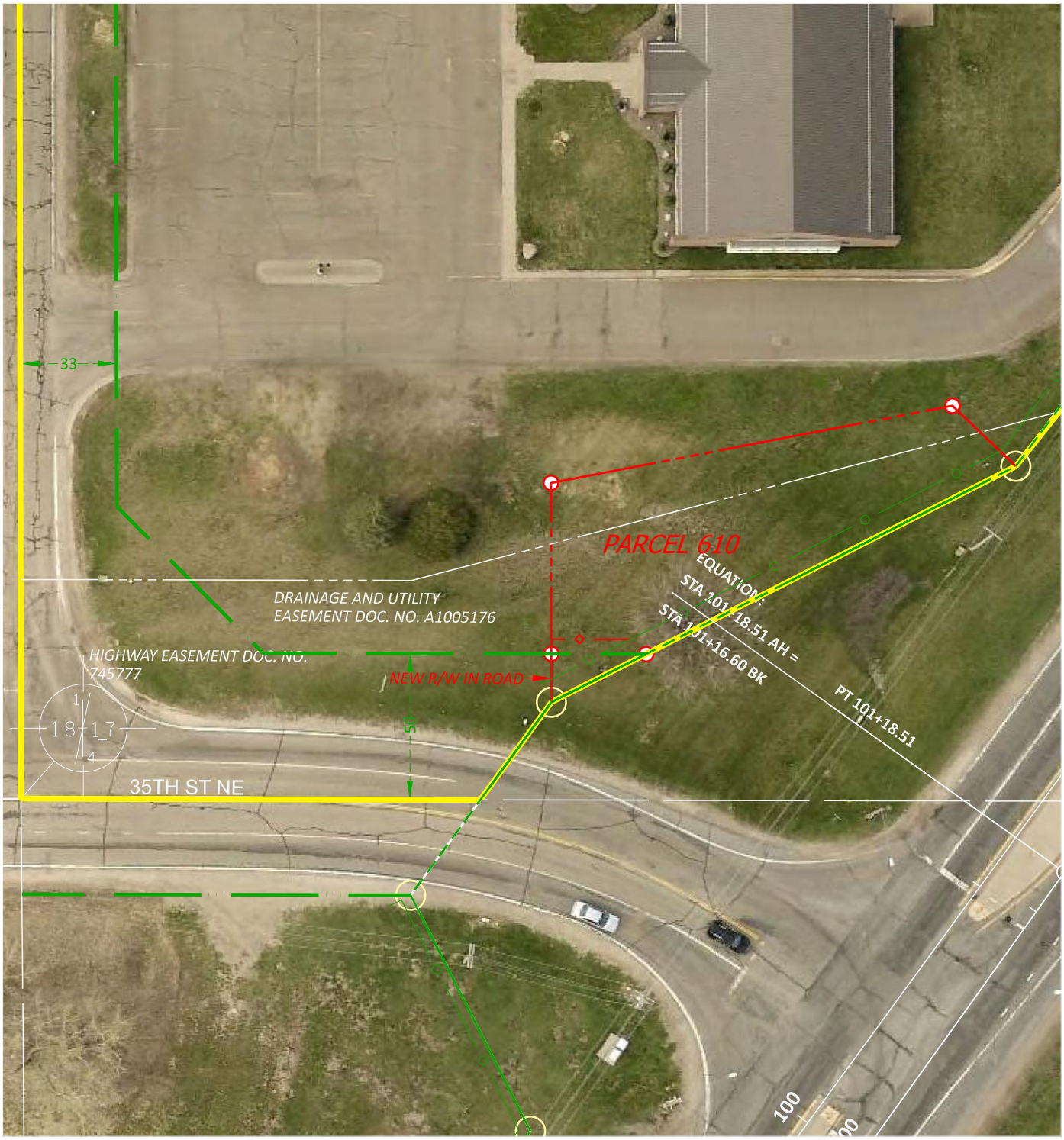
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 8605 (25=25) 901
State Project: 8605-54RW
Owner: County of Wright

County: Wright

Parcel Number: 610
Sheet 8 of 8
Scale 1 inch = 50 ft.



Layout sketch by Tyler Stellmach

Created on January 24, 2025

HIGHWAY EASEMENT

C.S. 8605 (25=25) 901
Parcel 610
County of Wright

Date:_____

For valuable consideration, County of Wright, a body politic and corporate under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Wright County, Minnesota, described as follows:

All of the following:

> A drainage easement in perpetuity over that part of TRACT C, R.L.S. NO. 51, shown as Parcel 610 on Minnesota Department of Transportation Right of Way Plat Numbered 86-154 as the same is on file and of record in the office of the County Recorder in and for Wright County, Minnesota; the title thereto being registered as evidenced by Certificate of Title No. 8436.0;

containing 0.17 acre, more or less;

together with other rights as set forth below, forming and being part of said Parcel 610:

Access:

> All right of access as shown on said plat by the access control symbol(s).

together with all right of access, being the right of ingress to and egress from Tract A hereinbefore described, along the following described line: Beginning at the point of termination of Line 1 described below; thence southwesterly along said Line 1 for 60 feet and there terminating;

Line 1. From a point on the west line of said Section 17, distant 475.9 feet south of the west quarter corner thereof, run northeasterly at an angle of 36 degrees 39 minutes with said west section line for 630.69 feet; thence deflect to the right on a 00 degree 45 minute curve (delta angle 04 degrees 42 minutes) for 626.67 feet; thence on tangent to said curve for 1363.0 feet and there terminating;

Also a right to use the following described strip for highway purposes, which right shall cease on December 1, 2031, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

A strip being that part of Tract A hereinbefore described, which lies between two lines run parallel with and distant 75 feet and 110 feet northwesterly of the following described line: Beginning at a point on Line 1 described above, distant 852 feet southwesterly of its point of termination (measured along said Line 1); thence southwesterly along said Line 1 for 73 feet and there terminating;

containing 0.06 acre, more or less.

Grantor, for themselves, their heirs, successors and assigns, does covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; does hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

COUNTY OF WRIGHT

By_____
Its Chairman of the County Board

And_____
Its County Administrator

STATE OF MINNESOTA)
)SS.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the Chairman of the County Board and Its County Administrator of County of Wright, a body politic and corporate under the laws of the state of Minnesota, on behalf of the body politic and corporate.

_____
NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
CHAD HAUSMANN

Requestor Title
COUNTY ENGINEER

Department (please use dropdown to select department) *
HIGHWAY

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda (•) Timed Agenda
( ) Item for Consideration

Time Required:
2 Minutes

Originator
LLG7383

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize Purchase Agreement for PID #108-500-354300

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize Purchase Agreement for PID #108-500-354300

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Reconstruction of CSAH 19 through Hanover.

Describe the impact on staffing resources.
NA

Fiscal Impact:
NA

Background/Justification:
CSAH 19 (LaBeaux Ave NE), in the City of Hanover, from the Crow River to CSAH 34, is being reconstructed during the 2025 construction season. The construction of a roundabout and a drainage pond requires the Highway Department to purchase the entire property. The purchase price of the property is $356,107.00. An independent appraisal was conducted and the value of the purchase was determined from the appraisal and through negotiations with the property owner. The purchase of the property will be funded through local options sales tax (LOST) monies.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (2)

Document Name	Attachment Type
PURCHASE AGREEMENT - Bursch.pdf	Attachment
Purchase Map.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved to agenda

County Administrator Review

County Administrator Decision

Notes

PURCHASE AGREEMENT

The following Agreement is made by and between the County of Wright (hereinafter referred to as "Buyer"), and Paul Bursch, (hereinafter referred to as "Seller").

In consideration of the mutual covenants and agreements made between the parties and contained herein, the parties hereby agree as follows:

1. **SUBJECT PROPERTY**. Buyer agrees to purchase from Seller the following described real estate located in the County of Wright and State of Minnesota, to-wit:

   See attached Exhibit A.

2. **PURCHASE PRICE.** Buyer shall pay to Seller a total of $356,107.00, with the entire purchase price to be paid to Seller at the closing.

3. **DEED.** This purchase shall be accomplished with Seller giving a Warranty Deed for the Subject Property to Buyer upon Closing to be scheduled. Seller shall execute and deliver a Warranty Deed conveying marketable title, subject to:

   a. Building and zoning laws, ordinances, State and Federal regulations;

   b. Exceptions to title which constitute encumbrances, restrictions, or easements of record;

   c. Exceptions to title not of record which are disclosed to Buyer and approved by Buyer;

   d. Matters disclosed in any survey of the Property or which a correct survey of the Property would show.

   e. Property Taxes and Assessments.

4. **CLOSING.** The Closing shall occur on or before August 1, 2025, with delivery of all papers and monies to be made at such place as is mutually agreed to by the parties. Time is of the essence. The Closing date as established above may be extended to a later date, as mutually agreed to by the parties, in writing.

5. **POSSESSION/ACCESS RIGHTS.** Seller shall retain possession of the property until the Closing date. Seller gives Buyer and its authorized agents the right, during the period prior to the Closing date, to enter in and upon the Subject Property in order to make, at Buyer's expense, any surveys, measurements, soil tests and other tests, and to do any construction work related to the County State Aid Highway 19 reconstruction project that Buyer shall deem necessary.

6. **UTILITIES.** Seller shall be responsible for the cost of any and all utilities provided to the Subject Property until the Closing date.

7. **TITLE INSURANCE BY SELLER.** Seller shall, within a reasonable time after acceptance of this Agreement, furnish a title insurance commitment certified to date to include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments. Seller is not required to provide an abstract of title. Buyer shall pay all costs associated with the issuance of such commitment. Buyer shall pay the premium for the owner's policy of title insurance. The commitment for title insurance shall be issued in the full amount of the Purchase Price by a title insurance company in good standing and duly authorized to do business in Minnesota ("Title Insurer").

8. **CLOSING COSTS.** Closing costs, including, but not limited to, drafting of deeds, title insurance, contracts and related documents, surveys, deed taxes and recording fees shall be the responsibility of Buyer.

9. **SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.**

Seller does hereby covenant, warrant and represent to the Buyer as follows:

a. To Seller's actual knowledge, Seller has or as of the date of Closing will have marketable and insurable title to the Subject Property, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting the title, except for the Permitted Exceptions.

b. As of the date of Closing there will be no outstanding or unpaid claims, actions or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Subject Property prior to the date hereof.

c. Seller represents to Buyer that Seller has not engaged the services of any broker in connection with the sale of the Subject Property, and Seller agrees to indemnify and hold harmless Buyer with respect to any claim for commission or fee due or alleged to be due by a broker or real estate sales agency with respect to this transaction.

d. Seller warrants that there has been no labor or material furnished to the Subject Property for Seller for which payment has not been made.

e. To Seller's actual knowledge, there are no underground storage tanks on the Subject Property.

f. To Seller's actual knowledge, there is no action, litigation, investigation,

condemnation or other proceedings of any kind pending or threatened against Seller with respect to the Subject Property.

g. To Seller's actual knowledge, no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. §6901, et seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds or pesticides ("Hazardous Materials") have been generated, treated, stored, released or disposed of or otherwise placed, deposited in or located on the Subject Property; and the Subject Property is free of Hazardous Materials and is not subject to any "superfund" type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Subject Property.

10. **TAXES.** Real property taxes for the Subject Property shall be prorated as of the date of Closing.

11. **ASSIGNMENT.** This Agreement and any rights hereunder may not be assigned by Buyer or Seller to any other person or entities, except with the written consent of the other party.

12. **WELL DISCLOSURE.** Seller shall disclose the existence and location of any wells on the Subject Property and shall indicate if any wells have been properly sealed.

13. **INDIVIDUAL SEPTIC SYSTEM DISCLOSURE.** Seller shall disclose to Buyer any information that they have regarding the construction, location and condition of any individual sewage treatment system on or serving the Subject Property.

14. **SURVIVAL.** It is the intention of the parties that the warranties and indemnifications contained in the following sections shall survive and be enforceable following the Closing: Sections 6, and 9.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.

16. **ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Subject Property. There are no verbal agreements that change this Agreement and no modification of any of its terms will be effective unless in a writing executed by the parties.

This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement.

SELLER

Seller agrees to sell the Subject Property for the price and terms and conditions set forth above.

Dated: _____ _____
Paul Bursch

BUYER

Buyer agrees to buy the Subject Property for the price and terms and conditions set forth above.

Dated: _____ _____
Darek Vetsch, Chairperson, County Board

_____
Greg T. Kryzer, County Administrator

Exhibit A

LEGAL DESCRIPTION

Starting at the East Quarter corner of Section 35, Township 120, Range 24; thence South on the section line, 1530 feet; thence deflect 88° 36' right, 384.1 feet to the point of beginning of the tract to be conveyed; thence deflect 91° 24' right, 70 feet; thence deflect 90° left, 175 feet; thence deflect 90° left, 192 feet to the center line of State Aid Road No. 6; thence East along the center line of said Road No. 6 175.5 feet; thence North parallel to said section line, 123.8 feet to the point of beginning.

AND ALSO:

Parcel 1:

That part of the East Half of the Southeast Quarter of Section 35, Township 120, Range 24, City of Hanover, Wright County, Minnesota described as follows: Commencing at the northeast corner of said East Half of the Southeast Quarter; thence South along the East line of said East Half of the Southeast Quarter, a distance of 1530.0 feet; thence west deflecting 88° 36' right, a distance of 384.10 feet; thence North deflecting 91° 24' right, a distance of 70.0 feet to the actual point of beginning; thence West deflecting 90° left, a distance of 175.0 feet; thence North deflecting 90° right, a distance of 104.86 feet to a line measured at a right angle to the East line of said East Half of the Southeast Quarter distant 1266.27 feet north of the southeast corner of said East Half of the Southeast Quarter as measured along said East line; thence East along said line, a distance of 175.0 feet; thence South deflecting 90° right, a distance of 104.86 feet to the point of beginning. Containing 0.42 hundredths of an acre.

Parcel 2:

That part of the East Half of the Southeast Quarter of Section 35, Township 120, Range 24, City of Hanover, Wright County, Minnesota described as follows: Commencing at the northeast corner of said East Half of the Southeast Quarter; thence South along the East line of said East Half of the Southeast Quarter, a distance of 1530.0 feet; thence West deflecting 88° 36' right, a distance of 384.10 feet; thence North deflecting 91° 24' right, a distance of 70.0 feet; thence West deflecting 90° left, a distance of 175.0 feet to the actual point of beginning; thence North deflecting 90° right, a distance of 104.86 feet to a line measured at a right angle to the East line of said East Half of the Southeast Quarter distant 1266.27 feet north of the Southeast corner of said East Half of the Southeast Quarter as measured along said east line; thence west along said line, a distance of 100.0 feet; thence South deflecting 90° left, a distance of295.70 feet to the centerline of Wright County Highway Number 19; thence East deflecting 88° 04' left along said centerline, a distance of 100.06 feet; thence north deflecting 91° 56' left, a distance of 194.22 feet to the point of beginning. Containing 0.68 hundredths of an acre.

Parcel 3:

The land, if any, lying between the south line of the above Parcel 2 and the north line of that tract of land described in the following described property:

Starting at the East quarter corner of Section 35, Township 120, Range 24; thence South on the Section line a distance of 1530 feet; thence deflect 88° 36' right for a distance of 384.1 feet to the point of beginning of the tract to be conveyed; thence deflect 91° 24' right for a distance of 70 feet; thence deflect 90° 00' left for a distance of 17 5 feet; thence deflect 90° 00' left for a distance of 192 feet to the center line of state aid road number 6; thence East along the center line of said road number 6 a distance of 175.5 feet; thence North parallel to said Section line a distance of 123.8 feet to the point of beginning, containing 0.78 acre, more or less.

AND ALSO:

That part of the following described property lying northerly of the centerline of County State Aid Highway No. 19; to-wit:

The Northeast Quarter of the Southeast Quarter except therefrom the North 4 chains of the South 10.75 chains of the East 3.75 chains; and South Half of Southeast Quarter except South 10 rods of the North 13 rods of East 18 rods of Southeast Quarter of Southeast Quarter, all in Section 35, Township 120, Range 24, lying in Wright County, Minnesota, except those tracts described in instruments of record in the Office of the Wright County Recorder as follows:

EXCEPT THEREFROM:

Starting at the East quarter corner of Section 35, Township 120, Range 24; thence South on the Section line a distance of 1530 feet; thence deflect 88° 36' right for a distance of 384.1 feet to the point of beginning of the tract to be conveyed; thence defect 91° 24' right for a distance of 70 feet; thence deflect 90° 00' left for a distance of 175 feet; thence deflect 90° 00' left for a distance of 192 feet to the center line of state aid road number 6; thence East along the center line of said road number 6 a distance of 175.5 feet; thence North parallel to said Section line a distance of 123.8 feet to the point of beginning, containing 0.78 acre, more or less.

ALSO EXCEPT THEREFROM:

All that part of the Southeast Quarter of Section 35, Township 120, Range 24 described as follows: Commencing at a point on the east line of said Southeast Quarter 1266.27 feet north of the southeast corner; thence 90 degrees west 684 feet; thence 90 degrees north 254.74 feet; thence 90 degrees 684 feet to the east line of said southeast quarter; thence south along east line 254.74 feet, to the point of beginning, except the east 2 rods for road, containing 4 acres, of this 19/100 acres is road.

ALSO EXCEPT THEREFROM:

All that part of the Southeast Quarter of Section 35, Township 120 North, Range 24 West, described as follows: Commencing at a point on the East line of said Southeast Quarter 1521.01 feet North of the Southeast corner thereof; thence West 684 feet; thence due North and parallel with the East line of said Section 190.8 feet to the South line of the following described property; to-wit: Beginning at a point on the section line six and 75/100 chains North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section Thirty-Five (35), Township One Hundred and Twenty (120), Range Twenty-four (24) running North on said Section line two (2) chains; thence due west three and 75/100 chains; thence South running parallel with the section line two (2) chains; thence East three and 75/100 chains to place of beginning. Containing three quarters of an acre; thence due East 684 feet to the East line of said section; thence due South along the section line to the point of beginning.

ALSO EXCEPT THEREFROM:

The Northeast Quarter of the Southeast Quarter of Section 35, Township 120, Range 24, except therefrom the following two tracts:

First Exception: The East 412.50 feet of all that part of said Northeast Quarter of the Southeast Quarter of said Section that lies North of a line 1711.09 feet North of and parallel with the South line of said section (intending such line to be at right angle to East line of said section).

Second Exception: The East 684 feet of all that part of said Northeast Quarter of the Southeast Quarter of said section that lies South of a line 1711.09 feet North of and parallel with the South line of said section (intending such line to be at right angle to East line of said Section).

The area conveyed hereby contains 24.73 acres, more or less.

ALSO EXCEPT THEREFROM:

Tract I:

That part of the East Half of the Southeast Quarter of Section 35, Township 120, Range 24, Wright County, Minnesota described as follows:

Commencing at a point on the east line of said East Half of the Southeast Quarter distant 1266.27 feet north of the southeast corner thereof; thence west, at right angles to the east line of said East Half of the Southeast Quarter, a distance of 684.00 feet to the actual point of beginning; thence continue west, along the westerly extension of the last described line, a distance of 608 .40 feet to the west line of said East Half of the Southeast Quarter; thence north, along said west line, a distance of 1342.01 feet to the northwest comer of said East Half of the Southeast Quarter; thence east, along the north line of said East Half of the Southeast Quarter, a distance of 877.68 feet to the west line of the east 412.50 feet of said East Half of

the Southeast Quarter; thence south, along said west line, a distance of 863.18 feet to the following described property; to-wit: Beginning at a point on the section line six and 75/100 chains North of the Southeast comer of the Northeast Quarter of the Southeast Quarter of Section Thirty-Five (35), Township One Hundred and Twenty (120), Range Twenty-four (24) running North on said Section line two (2) chains; thence due west three and 75/100 chains; thence South running parallel with the section line two (2) chains; thence East three and 75/100 chains to place of beginning. Containing three quarters of an acre; thence west, along said westerly extension, a distance of 271.50 feet to the west line of the east 684.00 feet of said East Half of the Southeast Quarter; thence south, along said west line a distance of 494.13 feet to the point of beginning. Containing 24.15 acres.

Tract II:

All that part of the Southeast Quarter of Section 35, Township 120, Range 24, Wright County, Minnesota described as follows: Commencing at a point on the East line of said Southeast Quarter, 1521.01 feet North of the Southeast corner thereof; thence West 684 feet; thence due North and parallel with the East line of said section, 239.39 feet to the South line of the following described property; to-wit: Beginning at a point on the section line six and 75/100 chains North of the Southeast comer of the Northeast Quarter of the Southeast Quarter of Section Thirty-Five (35), Township One Hundred and Twenty (120), Range Twenty-four (24) running North on said Section line two (2) chains; thence due west three and 75/100 chains; thence South running parallel with the section line two (2) chains; thence East three and 75/100 chains to place of beginning. Containing three quarters of an acre; thence due East 684 feet to the East line of said section; thence due South along said section line to the point of beginning.

ALSO EXCEPT THEREFROM:

That part of the South 14 7 feet of the North 180 feet of Lot 1, Block A, in the Village Plat of Hanover, Wright County, lying westerly of the easterly 20 feet of said lot, except that part of said North 180 feet described as follows:

Beginning at the Northwest corner of said lot; thence East along the North line of said lot a distance of 99 feet; thence South parallel with the East line of said lot a distance of 82.5 feet; thence West parallel with said North line a distance of 99 feet; thence North to the point of beginning; also except that part of the following described property: Beginning at a point 82.5 feet South and 33 feet East of the Northwest comer of the Southwest Quarter of the Southwest Quarter of Section 36, Township 120 North, Range 24 West of the 5th Principal Meridian; thence South 165 feet; thence East 99 feet; thence North 165 feet; thence West 99 feet to the point of beginning; and the South 165 feet of the North 247.5 feet of the East 99 feet of the West 132 feet of Lot 1, Block A, in the Village Plat of Hanover, Wright County, lying North of the South line of said North 180 feet.

Also:

That part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 120 North, Range 24 West of the 5th Principal Meridian, described as follows: Commencing at a point on the East line of said Northeast Quarter of the Southeast Quarter distant 445.5 feet North of the Southeast corner of said Northeast Quarter of the Southeast Quarter; thence due West a distance of 247.5 feet to the point of beginning of the property being described; thence continuing due West a distance of 165 feet; thence North parallel with said East line a distance of 264 feet; thence due East a distance of 165 feet; thence South parallel with said East line to the point of beginning.

ALSO EXCEPT THEREFROM:

The Northeast Quarter of the Southeast Quarter of Section 35, Township 120, Range 24, except the following:

First Exception:

The South 10.75 chains thereof.

Second Exception:

The West 877.68 feet thereof.

ALSO EXCEPT THEREFROM:

Tract 1: That part of the East Half of the Southeast Quarter of Section 35, Township 120, Range 24, City of Hanover, Wright County, Minnesota described as follows: Commencing at the northeast corner of said East Half of the Southeast Quarter; thence south along the east line of said East Half of the Southeast Quarter, a distance of 1530.0 feet; thence west deflecting 88° 36' right, a distance of 384.10 feet; thence north deflecting 91° 24' right, a distance of 70.0 feet to the actual point of beginning; thence west deflecting 90° left, a distance of 175.0 feet; thence north deflecting 90° right, a distance of 104.86 feet to a line measured at a right angle to the east line of said East Half of the Southeast Quarter distant 1266.27 feet north of the southeast corner of said East half of the Southeast Quarter as measured along said east line; thence east along said line, a distance of 175.0 feet; thence south deflecting 90° right, a distance of 104.86 feet to the point of beginning. Containing 0.42 hundredths of an acre.

Tract 2: That part of the East Half of the Southeast Quarter of Section 35, Township 120, Range 24, City of Hanover, Wright County, Minnesota described as follows: Commencing at the northeast corner of said East Half of the Southeast Quarter; thence south along the east line of said East Half of the Southeast Quarter, a distance of 1530.0 feet; thence west deflecting 88° 36' right, a distance of 384.10 feet; thence north deflecting 91° 24' right, a distance of 70.0 feet; thence west deflecting 90° left, a distance of 175.0 feet to the actual point of beginning; thence

north deflecting 90° right, a distance of 104.86 feet to a line measured at a right angle to the east line of said East Half of the Southeast Quarter distant 1266.27 feet north of the southeast corner of said East Half of the Southeast Quarter as measured along said east line; thence west along said line, a distance of 100.0 feet; thence south deflecting 90° left, a distance of 295.70 feet to the centerline of Wright County Highway Number 19; thence east deflecting 88° 04' left along said centerline, a distance of 100.06 feet; thence north deflecting 91° 56' left, a distance of 194.22 feet to the point of beginning. Containing 0.68 hundredths of an acre.

Tract 3: The land, if any, lying between the south line of the above Parcel 2 and the north line of that tract of land described in the following described property:

Starting at the East quarter corner of Section 35, Township 120, Range 24; thence South on the Section line a distance of 1530 feet; thence deflect 88° 36' right for a distance of 384.1 feet to the point of beginning of the tract to be conveyed; thence deflect 91° 24' right for a distance of 70 feet; thence deflect 90° 00' left for a distance of 175 feet; thence deflect 90° 00' left for a distance of 192 feet to the center line of state aid road number 6; thence East along the center line of said road number 6 a distance of 175.5 feet; thence North parallel to said Section line a distance of 123.8 feet to the point of beginning, containing 0.78 acre, more or less.

ALSO EXCEPT THEREFROM:

Parcel 1:

Those parts of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter, Section 2, Township 119, Range 24, lying in Wright County, Minnesota.

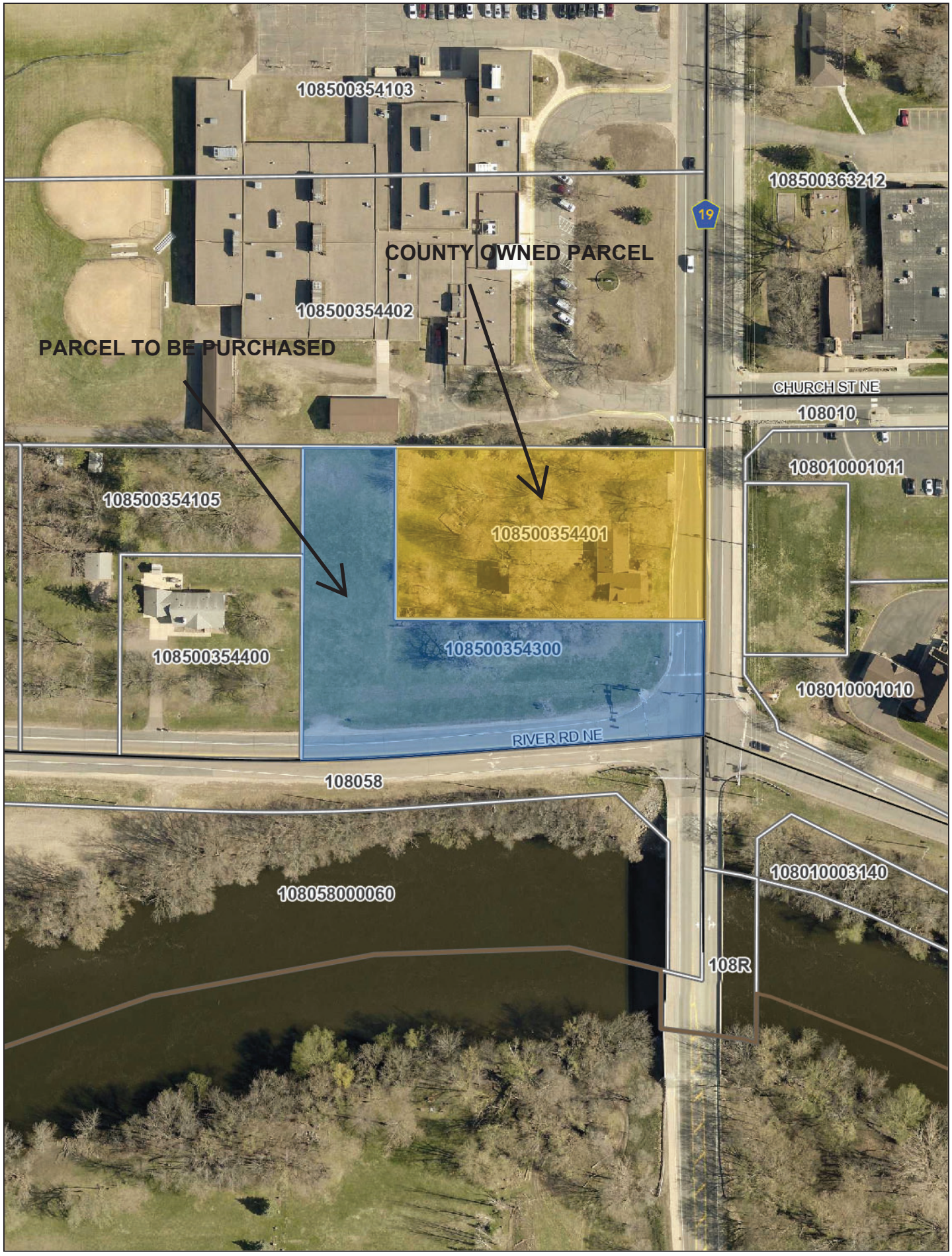
Parcel 2:

That part of the South Half of the Southeast Quarter lying in Wright County which lies Southerly of the centerline of County State Aid Highway 20, formerly 19, Section 35, Township 120, Range 24, Wright County, Minnesota.

Parcel 3:

That part of the South Half of the Southeast Quarter of Section 35, Township 120, Range 24, Wright County, Minnesota, lying northerly of the centerline of County State Aid Highway 20, and westerly of a line described as follows: Beginning at the northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 35; thence South 0 degrees 05 minutes 52 seconds West along the west line of said Southeast Quarter of the Southeast Quarter a distance of 27.95 feet to a line drawn west at a right angle to the East line of said South Half of the Southeast Quarter from a point distant 1266.27 feet north of the southeast corner of said South Half of the Southeast Quarter; thence North 89 degrees 59 minutes 51 seconds East along the said line, a distance of 309.41 feet; thence South 0 degrees 00 minutes 09 seconds East, a distance of 285.13 feet to the centerline of Wright County Highway No. 19; thence North 88

degrees 09 minutes 34 seconds West along the said centerline, a distance of 158.70 feet; thence southwesterly along the said centerline, along a tangential curve concave to the southeast, having a radius of 982.74 feet and a central angle of 14 degrees 49 minutes 58 seconds a distance of 254.41 feet to the point of beginning of the line to be described; thence North 12 degrees 59 minutes 32 seconds West, not tangent to the last described curve, a distance of 338.38 feet to the north line of said South Half of the Southeast Quarter and said line terminating thereat.


108500354103
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19
COUNTY OWNED PARCEL
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PARCEL TO BE PURCHASED
CHURCH ST NE
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108500354400
108500354300
108010001010
RIVER RD NE
108058
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108058000060
108R

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Chad Hausmann

Requestor Title
Highway Engineer

Department (please use dropdown to select department) *
HIGHWAY

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda (•) Timed Agenda
( ) Item for Consideration

Time Required:
3

Originator
CDH7387

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve the addition of a 3,000 foot segment of CSAH 40 to Contract No. 25-01 with Knife River Corporation (2025 Pavement Preservation)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve the addition of a 3,000 foot segment of CSAH 40 to Contract No. 25-01 with Knife River Corporation (2025 Pavement Preservation)

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Adding this segment to Contract 25-01 will provide a long term pavement solution to CSAH 40 from Stearns County line to State Highway 24. In addition, it will provide a "10-ton" design that will aid in handling the expected extra traffic this roadway will likely see during MnDOT reconstruction of the State Highway 24 bridge and interchange at Interstate 94.

Describe the impact on staffing resources.
Staff time to inspect

Fiscal Impact:
Project was initially programmed as a maintenance patch with our own staff to be funded with cost account code 330-6531 (Bit Mix). Added scope of full depth pavement removal and repaving will be funded with cost account codes 330-6531 (Bit Mix), and 330-6542 (Major Roadway Improvements).

Background/Justification:
Project was initially programmed as a maintenance patch with our own staff. After review of the segment by maintenance supervisors it was determined more than 1.5" overlay is needed and we would not see the value or return on investment of the overlay. Condition of the roadway has deteriorated faster than expected. (see photos attached to RFBA). Adding this segment to Contract 25-01 will provide a long term pavement solution to CSAH 40 from Stearns County line to State Highway 24. In addition, it will provide a "10-ton" design that will aid in handling the expected extra traffic this roadway will likely see during MnDOT reconstruction of the State Highway 24 bridge and interchange at Interstate 94.

CSAH 40 is numbered CSAH 46 when you cross into Stearns County. In 2024, they completed a pavement preservation of CSAH 46 and improved it to a 10-ton design and we would be matching that designation.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
6.24.25 CSAH 40 Photos.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

Moved to agenda

County Administrator Review

County Administrator Decision

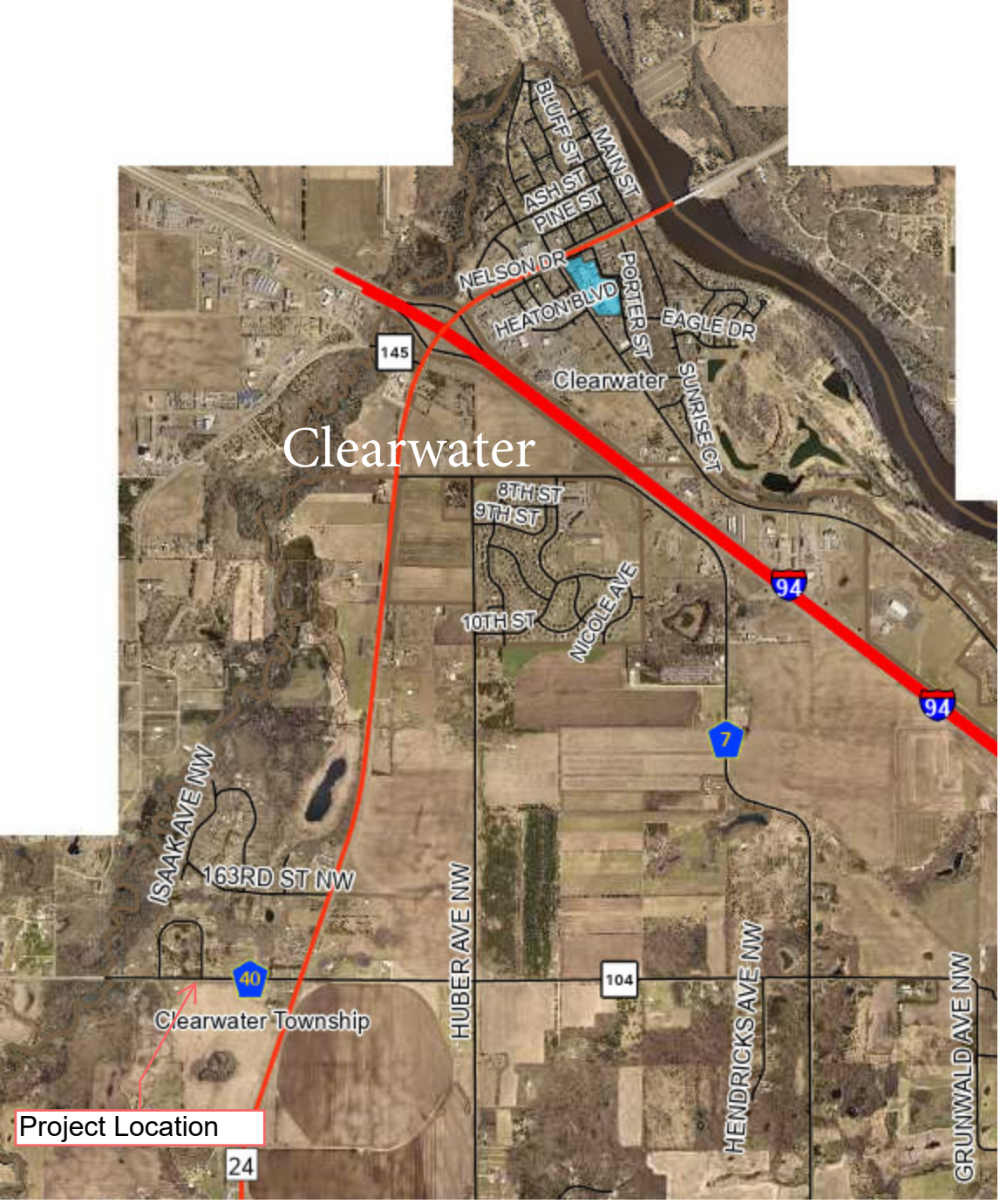
Notes

CSAH 40 - Clearwater

Stearns County Line to State Highway 24

Segment length: Approximately 3,000 feet

JCT
24


Clearwater
BLUFF ST
MAIN ST
ASH ST
PINE ST
NELSON DR
HEATON BLVD
PORTER ST
EAGLE DR
SUNRISE CT
Clearwater
145
8TH ST
9TH ST
10TH ST
NICOLE AVE
94
94
7
ISAAK AVE NW
163RD ST NW
HUBER AVE NW
HENDRICKS AVE NW
GRUNWALD AVE NW
40
104
Clearwater Township
Project Location
24

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Marc Mattice

Requestor Title
Assistant County Administrator; Property Services

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda (•) Timed Agenda
( ) Item for Consideration

Time Required:
10 Minutes

Originator
MAM7693

Item Details

Board Action Requested (this is what will appear on the Agenda) *
PUBLIC HEARING - Updates To The Local Option Sales Tax Project List

Short Title (what will appear on Agenda outline - 250 character max.) *
PUBLIC HEARING - Updates To The Local Option Sales Tax Project List

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Continue to improve, develop, and maintain the Wright County transportation infrastructure.

Describe the impact on staffing resources.
Continuous coordination and workflow associated with projects. Finance must submit the updated resolution and project list to the MN DOR

Fiscal Impact:
Shown on the project list

Background/Justification:
The County adopted resolution 17-30, enacting a county-wide 1/2% (0.5%) sales tax for transportation projects beginning October 1, 2027.

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (3)

Document Name	Attachment Type
2025.LOST. Proposed Additions.pdf	Attachment
DHJ507-0613_Wright_Jun24-LocalOpt-SalesTax.pdf	Attachment
OPTION SALES TAX 2025 MAP.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved To Agenda

County Administrator Review

County Administrator Decision

Notes

ATTACHMENT A - WRIGHT COUNTY RESOLUTION 25-xx

Wright County Local Option Sales Tax
Hwy Staff Recommended Projects

= In-progress Projects as of 5/13/2025

Roadway	Termini	Type of Improvement	Length (miles)	Construction Cost Estimate [1,2]	Right of Way & Engineering Cost Estimate [3]	Project Cost Estimate
	Highway Projects					
CSAH 2	CSAH 35 to North County Line	Reconditioning	12.6	$6,300,000	$200,000	$6,500,000
CSAH 3	CSAH 3 at CSAH 31	Intersection/Safety	0.3	$2,000,000	$500,000	$2,500,000
CSAH 4	US 12 to CSAH 35	Reconditioning	5.9	$2,950,000	$200,000	$3,150,000
CSAH 6	U.S. Hwy. 12 to North City Limits in Howard Lake	Reconstruction	1.0	$3,000,000	$750,000	$3,750,000
CSAH 6	South County Line to Howard Lake	Reconditioning	5.5	$2,750,000	$200,000	$2,950,000
CSAH 7	TH 55 to TH 24	Reconditioning	12.7	$5,080,000	$100,000	$5,180,000
CSAH 19	South Co. Line to Chestnut St. in Hanover & St. Mich.	Expansion/Reconditioning	3.5	14000000	3500000	17500000
CSAH 30	Davidson Ave to Hwy 12	Reconstruction	1.1	$2,000,000	$500,000	$2,500,000
CSAH 30	CSAH 13 to CSAH 3	Reconditioning	18.1	$9,050,000	$400,000	$9,450,000
CSAH 32	T.H. 55 Intersection in Rockford	Reconstruction/Intersection	0.5	$1,500,000	$375,000	$1,875,000
CSAH 34	Jamison Ave. to CSAH 19 in Hanover	Reconstruction/Expansion	2.5	$9,000,000	$2,250,000	$11,250,000
CSAH 35	Jamison Ave. to One-way Pairs in Saint Michael	Reconstruction/Expansion	1.6	$12,500,000	$3,125,000	$15,625,000
CSAH 35	West County Line to TH 25	Reconditioning/Reconstruction	20.5	$10,250,000	$200,000	$10,450,000
CSAH 36	I-94 to T.H. 101 in Saint Michael	Reconstruction/Expansion	2.3	8000000	2000000	10000000
CSAH 36	T.H. 101 to CSAH 42 in Otsego	Reconditioning	2.4	$8,000,000	$2,000,000	$10,000,000
CSAH 37	T.H. 25 to CSAH 18	Reconditioning	7.0	$10,500,000	$2,625,000	$13,125,000
CSAH 37	CSAH 6 to TH 55	Reconditioning	3.0	$1,050,000	$50,000	$1,100,000
CSAH 39	CSAH 19 to O'Dean Ave.	Reconstruction/Safety	3.6	$10,800,000	$2,000,000	$12,800,000
CSAH 39	TH 24 at CSAH 39	Intersection/Safety	0.3	$2,000,000	$500,000	$2,500,000
CSAH 39	CSAH 8 to CSAH 75	Reconditioning	9.8	$4,000,000	$300,000	$4,300,000
CSAH 42	CSAH 39 to North County Line	Reconstruction/Expansion	1.3	$4,500,000	$1,125,000	$5,625,000
CSAH 42	85th Street in Otsego to T.H. 101	Reconstruction/Expansion	2.0	$10,000,000	$2,500,000	$12,500,000
CSAH 75	Stearns Co. Line to CSAH 39/18 in Monticello	Reconditioning	17.0	$8,500,000	$500,000	$9,000,000
CR 106	TH 25 to CSAH 11, CSAH 11 to CSAH 8, CSAH 8 to CSAH 39	Reconditioning	12.0	$4,000,000	$400,000	$4,400,000
CR 117	CSAH 34 to Monticello	Reconditioning	7.9	$3,160,000	$500,000	$3,660,000
CR 119	CSAH 35 to Jamison Ave. in St. Michael	Reconstruction	1.4	$2,000,000	$500,000	$2,500,000
CR 137	I-94 to CSAH 38 (Albertville, St. Mich., Otsego)	Reconstruction	3.2	$8,000,000	$2,000,000	$10,000,000
CR 139	Hwy 12 to CSAH 17	Reconditioning	1.5	$450,000	$45,000	$495,000
CR 145	TH 24 to west Co Line	Reconstruction	0.2	$800,000	$80,000	$880,000
County Ditch Improvements						
Hwy 30, 31, 1	Judicial Ditch 15	Culvert improvements under Co. Hwys.		$375,000	$45,000	$420,000
Bridge						
CSAH 5	Bridge	Bridge Replacement		$0	$200,000	$200,000
CSAH 7	Bridge	Bridge Replacement		$1,400,000	$350,000	$1,750,000
CSAH 8	Bridge	Bridge Replacement		$1,400,000	$350,000	$1,750,000
CSAH 12	Bridge	Bridge Replacement		$1,000,000	$250,000	$1,250,000
CR 108	Bridge	Bridge Replacement		$1,200,000	$300,000	$1,500,000
Misc. Improvement Projects						
TH 25 Corridor	Intersections of Hwy. 83, 37, 113, 106 along TH 25	Co. Hwy. Share of State 25 projects		$ 3,500,000.00	$ 875,000.00	$ 4,375,000.00
TH 24 Corridor	Intersections of Hwy 75, 7, 145 along TH 24	Reconstrucition		$2,000,000	$600,000	$2,600,000
Shops	County Highway Maintenance Facilities (various locations countywide)			$6,000,000	$600,000	$6,600,000
Regional Trails	Grant funding - local match (10% max)	Great River and Crow River Regional Trails		$100,000	$0	$100,000
			Total	**$183,115,000**	**$32,995,000**	**$216,110,000**

Notes/Assumptions:

1. Estimated county share in accordance with the county's current Funding Participation Policy for Highway Projects (actual project costs may be higher due to city share). The projects on the list may be funded with other funds and the list is not a commitment to construct these projects in any specified time frame - it is only a list showing what projects are eligible to use LOST revenue.
2. Estimated costs in 2025 dollars
3. Estimated 25% construction cost for Right-of-Way and Engineering for reconstruction projects. Up to 10% for R/W & Engineering cost for Preservation/Safety.

NOTICE OF PUBLIC HEARING

LOCAL OPTION SALES TAX

NOTICE IS HEREBY GIVEN that on **Tuesday, JUNE 24, 2024, at 9:30 A.M.,** the Wright County Board of Commissioners will hold a Hearing in the County Commissioners' Board Room at the Wright County Government Center, 3650 Braddock Avenue NE, Buffalo, Minnesota to take public comment on the Local Option Sales Tax.

Interested persons are invited to attend the Hearing or submit written comments before the hearing date. Written comments shall be submitted to Marc Mattice, Assistant County Administrator, Property Service, 3650 Braddock Avenue NE., Room 3213, Buffalo, Minnesota, 55313 or admin.requests@co.wright.mn.us. All written comments must be received by 12:00 p.m. (Noon), June 20. 2024, to receive full consideration by the Wright County Board of Commissioners. For questions, contact Chad Hausmann, Wright County Highway Department, at 763-682-7388, or chad.hausmann@wrightcountymn.gov

The proposed project list can be reviewed online at https://www.co.wright.mn.us/131/Administration or in person in the Wright County Administration Office, located in the Wright County Government Center, or by requesting a copy by email from admin.requests@co.wright.mn.us

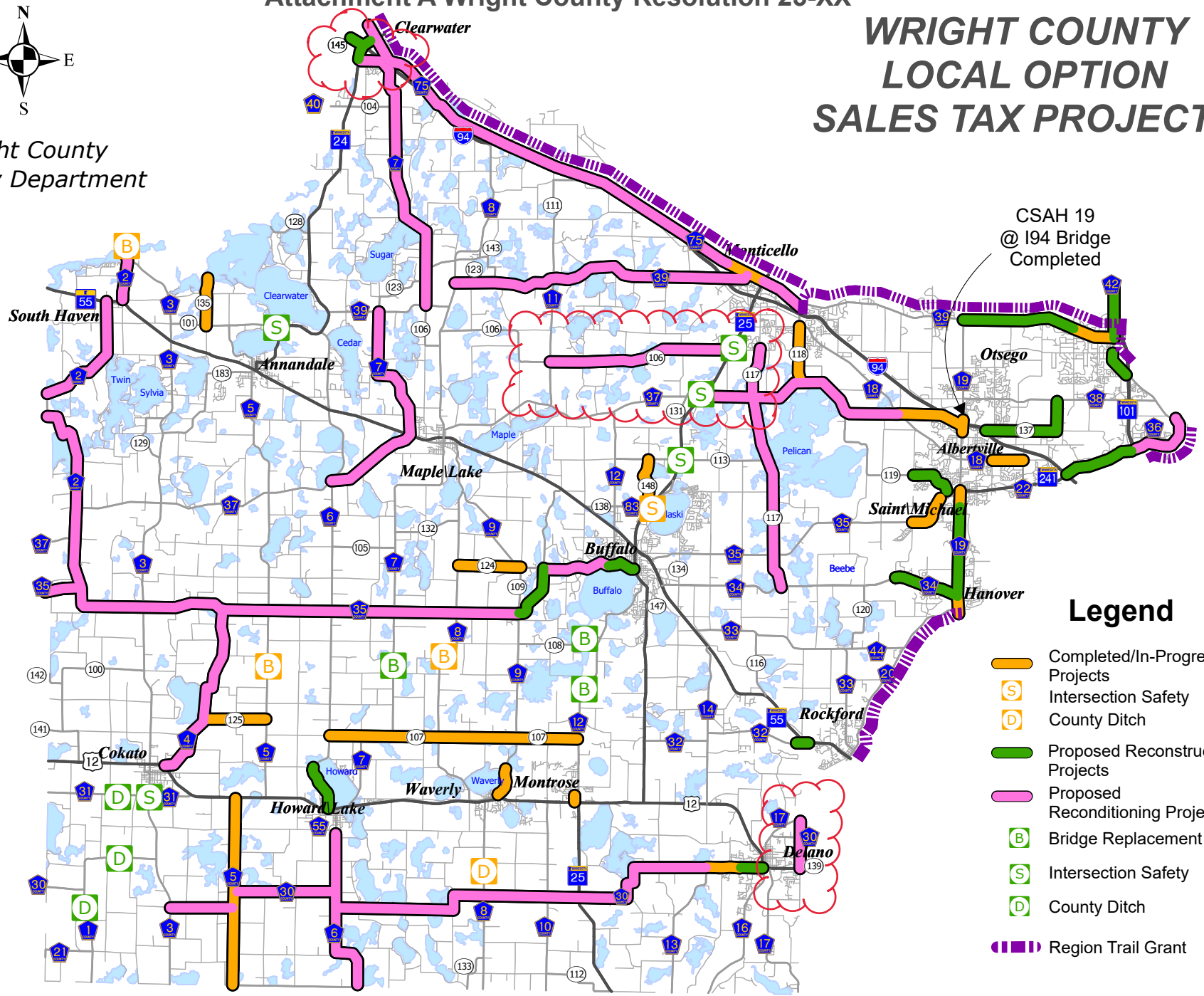
Interpreter Services will be provided upon written request.

Published in the Delano Herald Journal, June 6, and 13, 2025. |

Attachment A Wright County Resolution 25-XX

WRIGHT COUNTY LOCAL OPTION SALES TAX PROJECTS

Wright County
Highway Department



June 4, 2025

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Marc Mattice

Requestor Title
Assistant County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda (•) Timed Agenda
( ) Item for Consideration

Time Required:

Originator
MAM7693

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Local Option Sales Tax Resolution

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Local Option Sales Tax Resolution

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Continue to improve, develop, and maintain the Wright County Transportation Infrastructure

Describe the impact on staffing resources.
Finance filling the resolution and project list with MN DOR

Fiscal Impact:
As shown in the project list

Background/Justification:
Adopting the resolution is part of the process following the public hearing.

Route for Review and Approval

- [x] Finance Review
- [x] Legal Review
- [ ] Risk Mgmt Review
- [ ] Skip Workflow

Agenda Item Attachments (2)

Document Name	Attachment Type
2025.LOST. Proposed Additions.pdf	Attachment
25-36 LOST - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved to agenda

Finance Review

Finance Decision
Approved

Notes

Legal Review

Legal Decision
Approved

Notes
approved because it is really a continuance of an existing .5% tax.

County Administrator Review

County Administrator Decision

Notes

ATTACHMENT A - WRIGHT COUNTY RESOLUTION 25-xx

Wright County Local Option Sales Tax
Hwy Staff Recommended Projects

= In-progress Projects as of 5/13/2025

Roadway	Termini	Type of Improvement	Length (miles)	Construction Cost Estimate [1,2]	Right of Way & Engineering Cost Estimate [3]	Project Cost Estimate
	Highway Projects					
CSAH 2	CSAH 35 to North County Line	Reconditioning	12.6	$6,300,000	$200,000	$6,500,000
CSAH 3	CSAH 3 at CSAH 31	Intersection/Safety	0.3	$2,000,000	$500,000	$2,500,000
CSAH 4	US 12 to CSAH 35	Reconditioning	5.9	$2,950,000	$200,000	$3,150,000
CSAH 6	U.S. Hwy. 12 to North City Limits in Howard Lake	Reconstruction	1.0	$3,000,000	$750,000	$3,750,000
CSAH 6	South County Line to Howard Lake	Reconditioning	5.5	$2,750,000	$200,000	$2,950,000
CSAH 7	TH 55 to TH 24	Reconditioning	12.7	$5,080,000	$100,000	$5,180,000
CSAH 19	South Co. Line to Chestnut St. in Hanover & St. Mich.	Expansion/Reconditioning	3.5	14000000	3500000	17500000
CSAH 30	Davidson Ave to Hwy 12	Reconstruction	1.1	$2,000,000	$500,000	$2,500,000
CSAH 30	CSAH 13 to CSAH 3	Reconditioning	18.1	$9,050,000	$400,000	$9,450,000
CSAH 32	T.H. 55 Intersection in Rockford	Reconstruction/Intersection	0.5	$1,500,000	$375,000	$1,875,000
CSAH 34	Jamison Ave. to CSAH 19 in Hanover	Reconstruction/Expansion	2.5	$9,000,000	$2,250,000	$11,250,000
CSAH 35	Jamison Ave. to One-way Pairs in Saint Michael	Reconstruction/Expansion	1.6	$12,500,000	$3,125,000	$15,625,000
CSAH 35	West County Line to TH 25	Reconditioning/Reconstruction	20.5	$10,250,000	$200,000	$10,450,000
CSAH 36	I-94 to T.H. 101 in Saint Michael	Reconstruction/Expansion	2.3	8000000	2000000	10000000
CSAH 36	T.H. 101 to CSAH 42 in Otsego	Reconditioning	2.4	$8,000,000	$2,000,000	$10,000,000
CSAH 37	T.H. 25 to CSAH 18	Reconditioning	7.0	$10,500,000	$2,625,000	$13,125,000
CSAH 37	CSAH 6 to TH 55	Reconditioning	3.0	$1,050,000	$50,000	$1,100,000
CSAH 39	CSAH 19 to O'Dean Ave.	Reconstruction/Safety	3.6	$10,800,000	$2,000,000	$12,800,000
CSAH 39	TH 24 at CSAH 39	Intersection/Safety	0.3	$2,000,000	$500,000	$2,500,000
CSAH 39	CSAH 8 to CSAH 75	Reconditioning	9.8	$4,000,000	$300,000	$4,300,000
CSAH 42	CSAH 39 to North County Line	Reconstruction/Expansion	1.3	$4,500,000	$1,125,000	$5,625,000
CSAH 42	85th Street in Otsego to T.H. 101	Reconstruction/Expansion	2.0	$10,000,000	$2,500,000	$12,500,000
CSAH 75	Stearns Co. Line to CSAH 39/18 in Monticello	Reconditioning	17.0	$8,500,000	$500,000	$9,000,000
CR 106	TH 25 to CSAH 11, CSAH 11 to CSAH 8, CSAH 8 to CSAH 39	Reconditioning	12.0	$4,000,000	$400,000	$4,400,000
CR 117	CSAH 34 to Monticello	Reconditioning	7.9	$3,160,000	$500,000	$3,660,000
CR 119	CSAH 35 to Jamison Ave. in St. Michael	Reconstruction	1.4	$2,000,000	$500,000	$2,500,000
CR 137	I-94 to CSAH 38 (Albertville, St. Mich., Otsego)	Reconstruction	3.2	$8,000,000	$2,000,000	$10,000,000
CR 139	Hwy 12 to CSAH 17	Reconditioning	1.5	$450,000	$45,000	$495,000
CR 145	TH 24 to west Co Line	Reconstruction	0.2	$800,000	$80,000	$880,000
County Ditch Improvements						
Hwy 30, 31, 1	Judicial Ditch 15	Culvert improvements under Co. Hwys.		$375,000	$45,000	$420,000
Bridge						
CSAH 5	Bridge	Bridge Replacement		$0	$200,000	$200,000
CSAH 7	Bridge	Bridge Replacement		$1,400,000	$350,000	$1,750,000
CSAH 8	Bridge	Bridge Replacement		$1,400,000	$350,000	$1,750,000
CSAH 12	Bridge	Bridge Replacement		$1,000,000	$250,000	$1,250,000
CR 108	Bridge	Bridge Replacement		$1,200,000	$300,000	$1,500,000
Misc. Improvement Projects						
TH 25 Corridor	Intersections of Hwy. 83, 37, 113, 106 along TH 25	Co. Hwy. Share of State 25 projects		$ 3,500,000.00	$ 875,000.00	$ 4,375,000.00
TH 24 Corridor	Intersections of Hwy 75, 7, 145 along TH 24	Reconstrucition		$2,000,000	$600,000	$2,600,000
Shops	County Highway Maintenance Facilities (various locations countywide)			$6,000,000	$600,000	$6,600,000
Regional Trails	Grant funding - local match (10% max)	Great River and Crow River Regional Trails		$100,000	$0	$100,000
			Total	**$183,115,000**	**$32,995,000**	**$216,110,000**

Notes/Assumptions:

1. Estimated county share in accordance with the county's current Funding Participation Policy for Highway Projects (actual project costs may be higher due to city share). The projects on the list may be funded with other funds and the list is not a commitment to construct these projects in any specified time frame - it is only a list showing what projects are eligible to use LOST revenue.
2. Estimated costs in 2025 dollars
3. Estimated 25% construction cost for Right-of-Way and Engineering for reconstruction projects. Up to 10% for R/W & Engineering cost for Preservation/Safety.

RESOLUTION #25-36
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Robert (Kirby) Moynagh III	District 5

RESOLUTION #25-36

Page 1 of 3

LOCAL OPTION SALES TAX FOR TRANSPORTATION RESOLUTION

WHEREAS, the County Board desires to update the Local Option Sales Tax (LOST) transportation project list as attached.

WHEREAS, the quality of Wright County's transportation system has a direct impact on the safety of system users, the County's economy, and future economic development; and

WHEREAS, Wright County is one of the fastest growing counties in the State of Minnesota, and a safe, efficient and reliable transportation system is critical to the quality of life and economic vitality in the County; and

WHEREAS, the County has prepared a Long-Range Transportation Plan (LRTP) that identifies improvement projects needed to preserve, enhance safety, and improve the mobility of the county transportation system; and

WHEREAS, the LRTP shows that improvements are needed to the County Highway system which will enhance structural strength, capacity, access and mobility to and from City and Township roadways; and

Motion by Commissioner _____ **Seconded by Commissioner** _____

Roll Call Vote:

	YES	ABSENT	NO	ABSTAIN
DIEDRICK	☐	☐	☐	☐
VETSCH	☐	☐	☐	☐
HOLLAND	☐	☐	☐	☐
SCHOEN	☐	☐	☐	☐
MOYNAGH	☐	☐	☐	☐

STATE OF MINNESOTA)
ss.
County of Wright)

I, Select Signer, duly appointed and qualified of the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on Monday, March 03, 2025, now on file in my office, and have found the same to be a true and correct copy thereof.

IN TESTIMONY WHEREOF, I have hereunto signed my name and caused the seal of the County of Wright to be affixed.

Select Signer

RESOLUTION #25-36

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Robert (Kirby) Moynagh III	District 5

RESOLUTION #25-36

HEREAS, there is a lack of adequate transportation funding at the local and state level and the LRTP has identified an annual funding gap for the County Highway system needs; and

WHEREAS, the County has created a list of projects throughout all areas of the County that could be constructed in the next 20 to 25 years with additional revenue for transportation; and

WHEREAS, Minnesota State Statute 297A.993, Subdivision 1, authorizes the County Board of Commissioners to adopt the county-wide sales tax for transportation of up to ½ percent (0.5%) after holding a public hearing and passing an official resolution; and

WHEREAS, 297A.993, Subdivision 2, requires proceeds of the county-wide sales tax for transportation to be dedicated exclusively to fund capital costs of specific transportation projects or improvements, both capital and operating costs of specific transit projects or improvements, payment of the capital costs of a safe routes to school program or payment of transit operating costs; and

WHEREAS, 297A.993, Subdivision 2, requires the sales tax to terminate when revenues raised are sufficient to finance the identified projects or the sunset date is reached, whichever happens first; and

WHEREAS, proceeds of the sales tax for transportation shall be spent on projects specifically identified in Attachment A, the Wright County Local Option Sales Tax Projects (list & map) presented at the Tuesday, June 24, 2025, public hearing as on file at the Highway Department; and

WHEREAS, the County Board will continue to study the County's long term transportation capital improvement projects and take input from local jurisdictions for future investment options. Additional projects or improvements can be presented to the County Board for consideration for funding by a county-wide sales tax for transportation at a future public hearing and included in a separate resolution passed at a future date by the County Board of Commissioners; and

WHEREAS, the Wright County Board desires to update the LOST project list and continue the county-wide sales tax for transportation and have the State Department of Revenue collect and distribute the sales tax.

RESOLUTION ##

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Robert (Kirby) Moynagh III	District 5

RESOLUTION ##

NOW, THEREFORE, BE IT RESOLVED, that the Wright County Board of Commissioners authorizes and enacts a ½ percent (0.5%) county-wide sales tax for transportation as provided for in Minnesota Statute 297A.993.

BE IT FURTHER RESOLVED that this action supersedes resolution 24-68, dated September 10, 2024, and shall be effective immediately without causing interruption to current sales tax collection.

BE IT FURTHER RESOLVED, the county-wide transportation sales tax shall be collected from June 24, 2024, to December 31, 2035, for the purpose of funding Wright County transportation projects identified in Attachment A, the Wright County Local Option Sales Tax Projects (list & map) presented at the Tuesday, June 24, 2025, public hearing.

BE IT FURTHER RESOLVED that the provisions of Minnesota State Statute 297A.99, Subdivisions 4, and 6 through 12, shall govern the imposition, administration, collection, and enforcement of the tax.

BE IT FURTHER RESOLVED that the Wright County Board of Commissioners hereby directs the County Auditor-Treasurer (Finance Director) to immediately certify the county-wide sales tax for transportation to the Minnesota Department of Revenue.

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Marc Mattice

Requestor Title
Assistant County Administrator; Property Services

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
MAM7693

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Revisions to the County Board of Commissioners Meeting Schedule

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Revisions to the County Board of Commissioners Meeting Schedule

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
Provides for the transparency of schedules in a timely manner

Describe the impact on staffing resources.
Calendar Adjustments

Fiscal Impact:
NA

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
6-24-2025 Memo CB Meeting Schedule.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved To Agenda

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

ADMINISTRATION

Wright County Board of Commissioners
2025 Regular Meeting and Workshop Changes

Background

Due to scheduling conflicts, the Administration Team respectfully submits the following proposed revisions to the 2025 Wright County Board of Commissioners adopted meeting schedule for consideration and approval.

Proposed Meeting Cancellations

The following previously scheduled meetings are proposed to be canceled:

1. Regular County Board Meeting – Tuesday, July 15, 2025
2. County Board of Commissioners Workshop – July 8, 2025
3. County Board of Commissioners Workshop – August 12, 2025
4. Regular County Board Meeting – Tuesday, September 2, 2025
5. Regular County Board Meeting – Tuesday, September 16, 2025
6. County Board of Commissioners Workshop – December 9, 2025
7. Public Truth in Taxation Meeting – December 4, 2025

Proposed Meeting Date Changes

In place of the canceled meetings, the following revised meeting dates are proposed:

1. Regular County Board Meeting – Tuesday, July 8, 2025, at 9:00 a.m.
   (Replacing July 15, 2025)
2. Budget Committee of the Whole – Tuesday, August 12, 2025, at 9:00 a.m.
   (Replacing August 12, 2025, Workshop)
3. Regular County Board Meeting – Tuesday, September 9, 2025, at 9:00 a.m.
   (Replacing September 2, 2025)
4. County Board of Commissioners Workshop – Tuesday, September 9, 2025, at 10:30 a.m.
   (Time Change From 9:00 a.m)
5. Regular County Board Meeting – Tuesday, September 23, 2025, at 9:00 a.m.
   (Replacing September 16, 2025)
6. Public Truth in taxation Meeting – Thursday, December 11, 2025, at 6:00 p.m.

Upon approval, a revised public meeting schedule will be posted, and the Administration Office will update calendars to reflect the changes.

Please contact the Administration Office with any questions.

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Marc Mattice

Requestor Title
Assistant County Administrator; Property Services

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
MAM7693

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Take the Following Actions Related To The Purchase of PID 103069001040
1. Authorize Signatures on the Amended Purchase Agreement
2. Approve/Authorize County Administrator Kryzer to Sign All Necessary Documents for Purchase and Closing.
3. Authorized Funding and Budget Amendments For Purchase, Improvements, and Operations:
   a. $1,125,000 From General Reserve Funds To Fund 01-100-000-0000-6605 For Purchase (Or balance of Settlement Statement)
   b. $35,00 From General Reserve Fund To Fund 01-111-000-0000-6605 HVAC and Doors
   c. $8,000 From General Reserve Fund To Fund 01-111-000-0000-6251, Utility Services
   d. $5,000 From General Reserve Fund To Fund 01-111-000-0000-6251, Professional Service (Cleaning and Snow Removal)
   e. $2,500 From General Reserve Fund To 01-111-000-0000-6419, Janitorial Supplies

Short Title (what will appear on Agenda outline - 250 character max.) *
Take Actions Related To The Purchase of PID 103069001040

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Provides space for Wright SWCD, and USDA Farm Services Agency

Describe the impact on staffing resources.
Will increase the workload of the facilities department staff. HVAC systems will be installed using in-house staff (HVAC Tech and Electrician). The Parks Department will mow the turf area.

Fiscal Impact:
$1,175,500

Background/Justification:
The original purchase agreement was approved by the County Board of Commissioners March 18, 2025. Due Diligence completed and reviewed with Ways and Means Committee.

Route for Review and Approval

- [x] Finance Review
- [ ] Legal Review
- [ ] Risk Mgmt Review
- [ ] Skip Workflow

Agenda Item Attachments (5)

Document Name	Attachment Type
Amendment to Purchase Agreement.pdf	Attachment
B2504387 - Wright County GPR Investigation.pdf	Attachment
Buffalo Building Inspection_TKDA_040325.pdf	Attachment
B2504387 - Wright County Slab Investigation Report.pdf	Attachment
SWCD Site Visit Report.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved to agnenda

Finance Review

Finance Decision
Approved

Notes
LM updated department coding

County Administrator Review

County Administrator Decision

Notes

Amendment to Purchase Agreement

Between A-Z Equity, LLC ("Seller") and County of Wright, Minnesota ("Buyer").

This Amendment ("**Amendment**") is made and entered into as of the **24th day of __June___, 2025**, by and between:

Buyer: County of Wright, Minnesota
Seller: is amended to: A-Z Equity, LLC or Assigned

Collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into a Purchase Agreement dated **March 18, 2025 ("Original Agreement**") for the purchase and sale of real property located at:

Property Address:

The land and building located at 311 Brighton Ave. S, Buffalo, Minnesota 55313, parcel ID number 103069001040.

WHEREAS, the Parties desire to amend the Original Agreement to modify the purchase price under the terms and conditions set forth herein.

AMENDMENT

1. **Purchase Price Modification:**
   The Parties agree to modify the Purchase Price stated in the Original Agreement as follows:
   - **Original Purchase Price:** $1,150,000.00
   - **Amended Purchase Price:** $1,125,000.00
2. **No Other Changes:**
   Except as expressly amended herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
3. **Binding Effect:**
   This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
4. **Counterparts & Electronic Signatures:**
   This Amendment may be executed in counterparts, and signatures provided via facsimile or electronically shall be deemed effective as originals.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

A-Z EQUITY, LLC

Warren Zaffke Date

Mike Astrup Date

COUNTY OF WRIGHT

Darek Vetsch, Board Chair Date

Greg Kryzer, County Administrator Date

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

May 16, 2025 Project B2504387

Alan Wilczek
Wright County
3650 Braddock Avenue NE, Suite 3200
Buffalo, MN 55313

Re: Wright County Soil & Water Conservation Office Building Void Mapping
311 Brighton Avenue South
Buffalo, Minnesota

Dear Mr. Wilczek:

Braun Intertec Corporation is pleased to provide this letter to report the findings of the void mapping at the Wright County Soil & Water Conservation office building in Buffalo, Minnesota.

Background

We understand that Wright County is currently in the process of purchasing the building at the above-mentioned address. Staff have noticed a depression in the flooring. Prior to finalization of the building purchase, Wright County contracted Braun Intertec to investigate the extents of soil voids beneath the slab.

Observations and Discussion

A site visit was conducted by Derek Lalim, of Braun Intertec, on May 8, 2025. Ground Penetrating Radar (GPR) scans were collected to establish the existence of void space beneath the slab. GPR uses radio waves to locate objects in the concrete. The velocity and reflection of the radio waves are dictated by the dielectric constant of the medium. Concrete, air and steel have vastly different dielectric constants which cause reflections in the radio waves and are recorded on a receiving antenna. This technique was used to locate areas where a void space existed between the concrete slab and soil subgrade. Figures 1 and 2 show the approximate lateral extents of the void space perceived beneath the concrete slab.

Figure 1. Floorplan and Areas (in red) with Voids Beneath the Slab

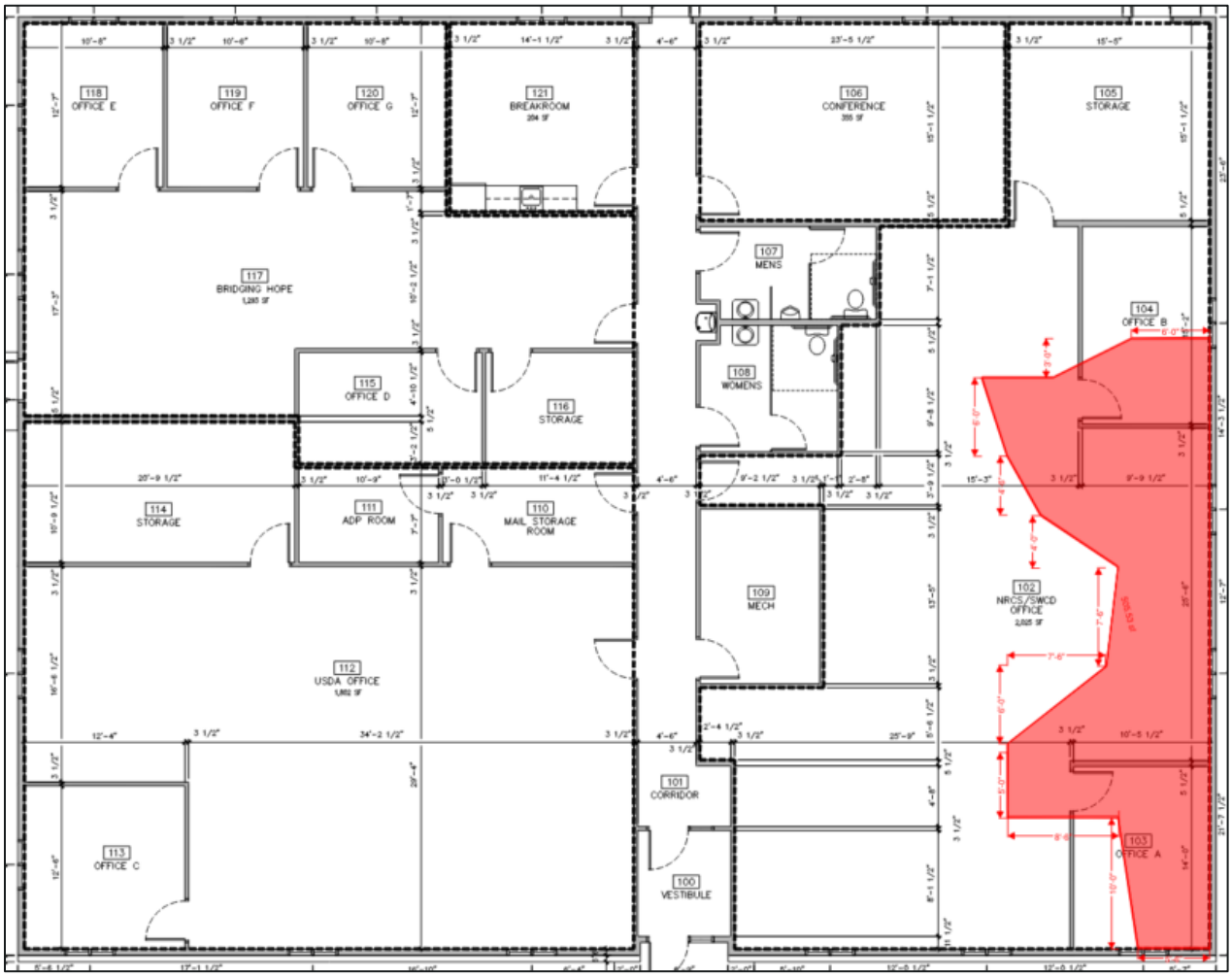
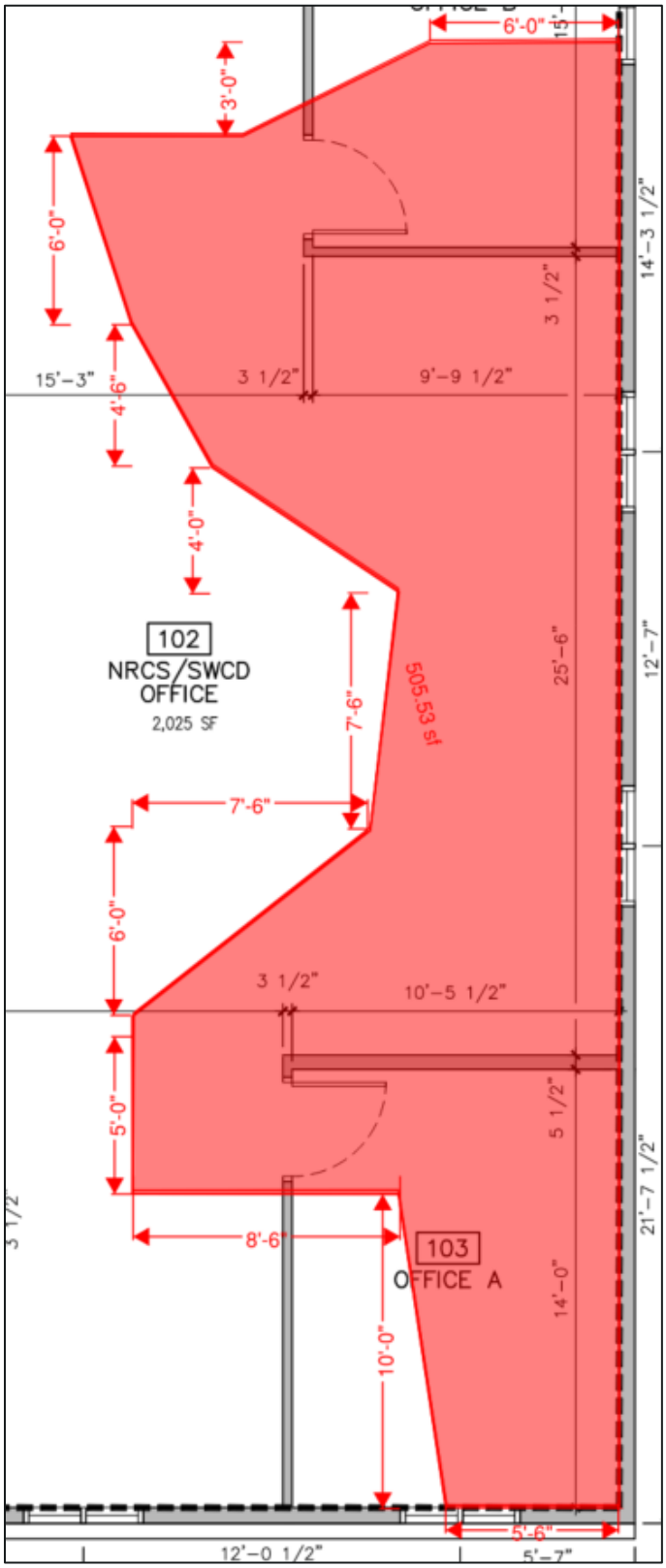


Figure 2. Magnified Image of Voids Beneath the Slab



GPR scans were collected approximately 3-feet on-center in each direction throughout the building. The perceived void space was outlined with painters tape in the field, and distances were measured via laser tape and transcribed to field sheets. The approximate area of the void space is 500 square feet. No destructive measures were taken during this site visit to document the depth of the void space or the soil conditions. To measure the depth of the void space would require destructive techniques as GPR cannot measure the depth.

General

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

If you have any questions, please contact Derek Lalim (dlalim@braunintertec.com) at 320.226.6418.

Sincerely,

BRAUN ITERTEC CORPORATION

Derek Lalim, PE
Project Engineer

Reviewed by:

Alfred Gardiner, PE
Director of Concrete Science, Principal Engineer

Attachments:
Photo Log (3 pages, 10 photos)

Photograph 1

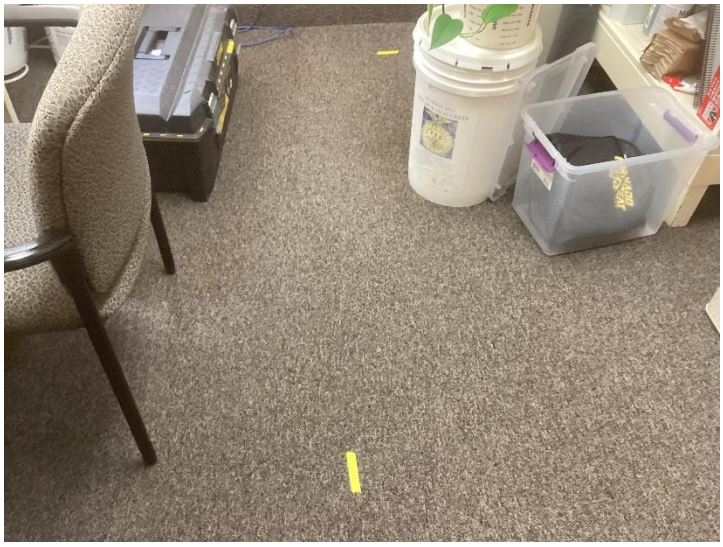
Overview of office from front desk

Photograph 2

Overview of office from supply room

Photograph 3

Outline of perceived void space in tape



Photograph 4

Outline of perceived void space in tape

Photograph 5

Outline of perceived void space in tape

Photograph 6

Outline of perceived void space in tape

Photograph 7

Outline of perceived void space in tape

Photograph 8

Outline of perceived void space in tape

Photograph 9	**Photograph 10**
Outline of perceived void space in tape	Outline of perceived void space in tape

April 3, 2025

Alan Wilczek
Facilities Services Director
Wright County, Minnesota
3650 Braddock Ave NE, Suite 3200
Buffalo, MN 55313

Re: Buffalo Building Inspection

Mr. Wilczek:

TKDA was contacted to perform a structural building review and inspection of the existing building located at 311 Brighton Ave South, Buffalo, Minnesota. The building is a one-story wood office, supported by an unknown foundation. TKDA team members Alexandra "Lexi" Nadeau, PE, and Chris Hutton, PE, AIA, completed a site visit on March 27th to observe the building. A floor plan was provided, but full original building drawings were not made available to TKDA at the time of the site visit. The building is a one-story wood framed office building on a concrete slab supported by an unknown foundation system composed partially of masonry block. Wright County, referred to as the County hereafter, requested the review for recommendations on future steps, if required, to remediate any observed structural deficiencies with a focus from the County of the existing slab on grade.

Site Observations

TKDA completed a visual observation of the existing structure. The building was generally in good condition and did not appear deteriorated. The concrete slab located along the east side of the building has a interior slope and has a circular depression in the floor. No associated cracking was observed although the slab was covered by carpet. Minor slab cracking was observed in the adjacent mechanical room floor, but correlation to the sloping slab condition is unknown at this time. Visual observation of the roof structure was not complete at this time. The TKDA team completed a visual observation of the exterior of the building and noted the masonry foundation and roof framing appeared to be in good condition for the age of the building, as shown in Photo 1. The exterior sidewalk along the east side of the building potentially has settled away from the structure, increasing the indented gap between the structure and pavement, as shown in Photo 2. This could allow water infiltration. Additionally, the stoop at the back door on the south side of the building has settled away from the surrounding pavement and created differential settlement, as shown in Photo 3. Both issues are not indicative of the interior settlement and may be unrelated issues.

Photo 1. Overall Building

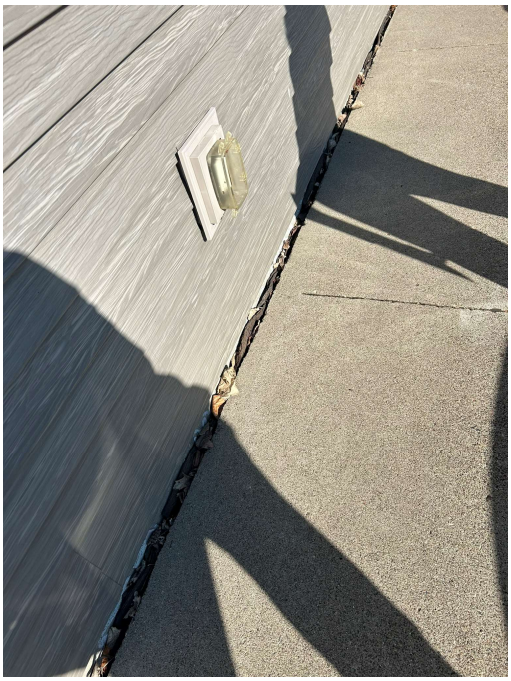


Photo 2. Sidewalk

Photo 3. Stoop Settlement

Additional Information

TKDA contacted Rhet Architecture from the Building Floor Plan drawing supplied by the County. Rhet was unable to supply the original structural drawings for the building; however, some of the original architectural drawings, dated November 20, 2006, were available. These drawings indicate that the structure sits on a minimum of 42” frost footing (see Figure 1) which could not be confirmed by TKDA at the time of our visit.

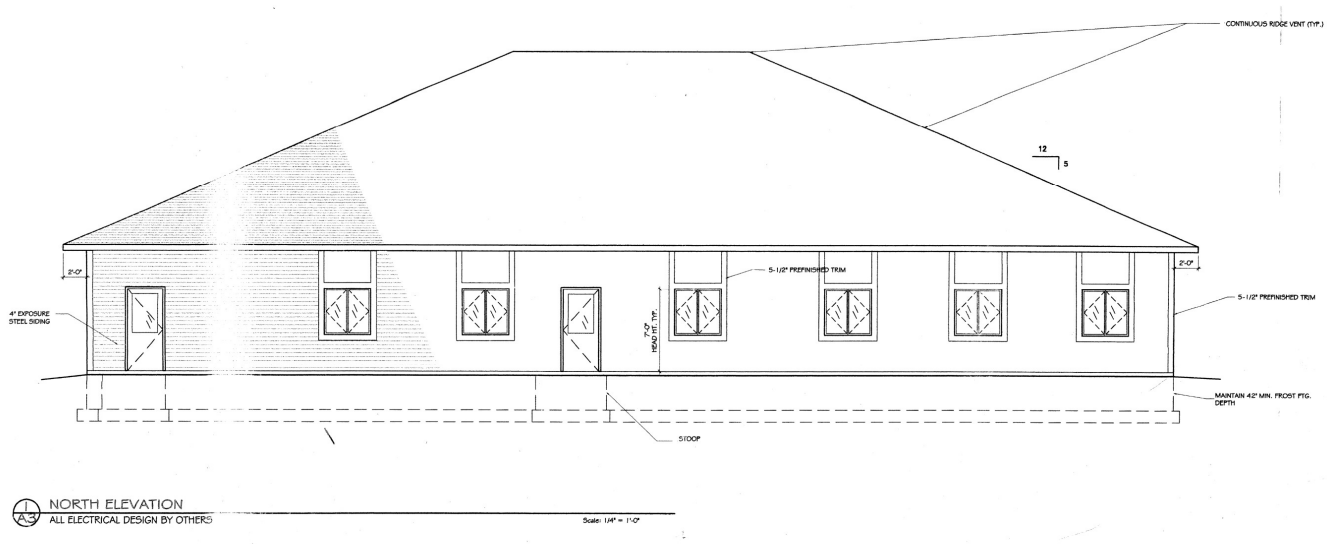


Figure 1. Original Building Elevation

Current Minnesota State Building Code (MSBC) requirements for buildings requires a minimum 42” footing depth for heated structures. This structure was constructed in 2006 and meets current code.

Recommendations

If the County elects to further investigate, two courses of action are available. The first would be to complete a soil boring of the material under the slab to determine if there are any voids and to confirm that the subsurface material is sufficient to support the slab. This requires destructive testing and would interrupt business operations. The second testing option would be a Ground Penetrating Radar (GPR) scan to determine if any voids have occurred under the areas of concern in the slab. GPR would be a non-destructive test. These tests could be performed by a geotechnical engineering company (Braun, AET, etc.) as TKDA does not have the capabilities to perform either of these tests.

Conclusion

According to TKDA’s site inspection, the existing building structure was in generally good condition apart from the circular floor depression. No additional signs of distress were evident and therefore, it is TKDA’s opinion that the slab depression does not warrant immediate remedial action. There are several options for further testing to investigate the issue to allow the County to potentially determine the source of the depression and determine if additional action would need to be taken in the future.

This report was prepared with a standard of care appropriate to the specific project contract requirements. TKDA’s scope for this phase is based on visual observations performed by TKDA, review of existing documents made available to us, and our engineering judgment. Additional clarifications or additions to this report may occur during future QA/QC processes or through newly added scope as authorized by you.

Sincerely,

Christoper Hutton, PE, AIA
Government Market Manager, TKDA

Alexandra Nadeau, PE
Senior Structural Engineer, TKDA

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

June 6, 2025 Project B2504387

Alan Wilczek
Wright County
3650 Braddock Avenue NE, Suite 3200
Buffalo, MN 55313

Re: Engineering Report
Wright County Soil & Water Conservation Office Building
311 Brighton Avenue South
Buffalo, Minnesota

Dear Mr. Wilczek:

Braun Intertec Corporation is pleased to provide this report on the condition of the slab on grade at the office building located at 311 Brighton Avenue South in Buffalo, Minnesota.

Background

We understand that Wright County is currently in the process of purchasing the approximately 20-year-old building. The tenant's staff have noticed a depression in the flooring, and it is unknown when the depression was first noted. Prior to finalization of the building purchase, Wright County contracted Braun Intertec to evaluate the extents of soil voids beneath the slab.

Braun Intertec submitted a void mapping report on May 16, 2025 which is attached in appendix as Attachment 1 providing a map of the soil voids under the slab in the area where the depression is observable. The map was prepared using data we collected with ground penetrating radar (GPR), which provides indications of the horizontal extents of voids, but cannot delineate the thickness of the voids. Additional evaluation was requested to determine the thickness of the void condition at the site.

Field Observations

The site was revisited by Braun Intertec, on May 22, 2025. During the site visit, the condition of the slab depression was documented, and a location was selected for core extraction to observe the size of the void beneath the slab and the soil condition. The core location was selected based on the void mapping report provided on May 16, 2025. The map of the void determined using the GPR and the selected core location can be found in the Attachment 2 to this report.

The following observations were made onsite in the area where the void was observed using GPR and during and after core extraction:

- A depression is present in surface of the floor in the area determined to feature sub-slab voids. The general area is illustrated in photographs 1 and 2 in Attachment 3 of the appendix.

- As shown in photographs 3 and 4 in the appendix. near Office B (Room 104), separation of approximately 13/16 of an inch is present between the top of the carpet and the bottom of the door frames. Additionally, separation of approximately 1/2 of an inch is present between the top of the carpet and the bottom of the carpet strip attached to the wall.

- Separation between the top of the carpet and adjacent components was not observed in any other portion of the area featuring sub-slab void.

- As shown in Photographs 5 and 6 taken at the core location, the slab features a thickness of 6 to 7 inches, a sub-slab vapor barrier, and a sandy subgrade. Sandy subgrade was sampled and observed to a depth between feet using a hand-auger. Sandy subgrade was sampled and observed to a depth between 1.5 to 2.5 feet using a hand-auger.

- Photographs 7 to 9 show the void is approximately 7/16 to 1/2 of an inch deep, measured from the bottom of the slab to the top of the vapor barrier which is directly resting on the soil.

Discussion

The slab features a void space of approximately 1/2 of an inch deep at the location we cored. Near Office B approximately 3/4 of an inch of separation exists between the top of the carpet and adjacent components (i.e. bottom of door frames or carpet sections installed on the lower portion of the wall), indicating the slab has dropped 3/4 of an inch from its original position. This indicates a total settlement of the soil supporting the slab is 1 1/4 inches.

Soil settlement is not uncommon around exterior walls if backfill soil is placed without proper moisture or compaction. Due to the elapsed time since construction, it can be difficult to definitely evaluate the exact causation. When the subgrade is not properly compacted, soil subsidence in the first few years after casting the slab, results in a void below the slab. A supported slab may drop if the void is extensive enough. As the slab drops, it will often bind against the foundation wall or other slabs halting the movement, at least temporarily. If void remains under the slab additional movement can occur at a later date.

Recommendation

To stabilize the current location of the slab or possibly even lift it up, the void space below the slab can be filled with a polyurethane foam or cementitious slurry, known as “mud-jacking”. Though these techniques do not improve the soil conditions, however given the age of the structure, unless conditions are significantly changed, such as new loading or moisture condition, the soils are not expected to significantly further subside.

Alternatively, if the space is currently considered useable, the slab can be left in its current state without any improvements. However, if any remodeling work is planned, we strongly recommend filling the sub slab void as discussed above as this is relatively low cost solution, which would reduce the risk of damage to new renovations.

General

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

If you have any questions, please contact Ronald Koran (rkoran@braunintertec.com) at 651.431.1499.

Sincerely,

BRAUN INTERTEC CORPORATION

Ronald M Koran, PE
Project Engineer, Concrete Science

Professional Certification:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Christopher R Kehl, PE
Principal Engineer
License Number: 43459

Attachments:
Attachment I – GPR Void Mapping Report
Attachment II – Site Map
Attachment III – Photo Log

Attachment I – GPR Void Mapping Report

BRAUN INTERTEC

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

May 16, 2025 Project B2504387

Alan Wilczek
Wright County
3650 Braddock Avenue NE, Suite 3200
Buffalo, MN 55313

Re: Wright County Soil & Water Conservation Office Building Void Mapping
311 Brighton Avenue South
Buffalo, Minnesota

Dear Mr. Wilczek:

Braun Intertec Corporation is pleased to provide this letter to report the findings of the void mapping at the Wright County Soil & Water Conservation office building in Buffalo, Minnesota.

Background

We understand that Wright County is currently in the process of purchasing the building at the above-mentioned address. Staff have noticed a depression in the flooring. Prior to finalization of the building purchase, Wright County contracted Braun Intertec to investigate the extents of soil voids beneath the slab.

Observations and Discussion

A site visit was conducted by Derek Lalim, of Braun Intertec, on May 8, 2025. Ground Penetrating Radar (GPR) scans were collected to establish the existence of void space beneath the slab. GPR uses radio waves to locate objects in the concrete. The velocity and reflection of the radio waves are dictated by the dielectric constant of the medium. Concrete, air and steel have vastly different dielectric constants which cause reflections in the radio waves and are recorded on a receiving antenna. This technique was used to locate areas where a void space existed between the concrete slab and soil subgrade. Figures 1 and 2 show the approximate lateral extents of the void space perceived beneath the concrete slab.

Figure 1. Floorplan and Areas (in red) with Voids Beneath the Slab

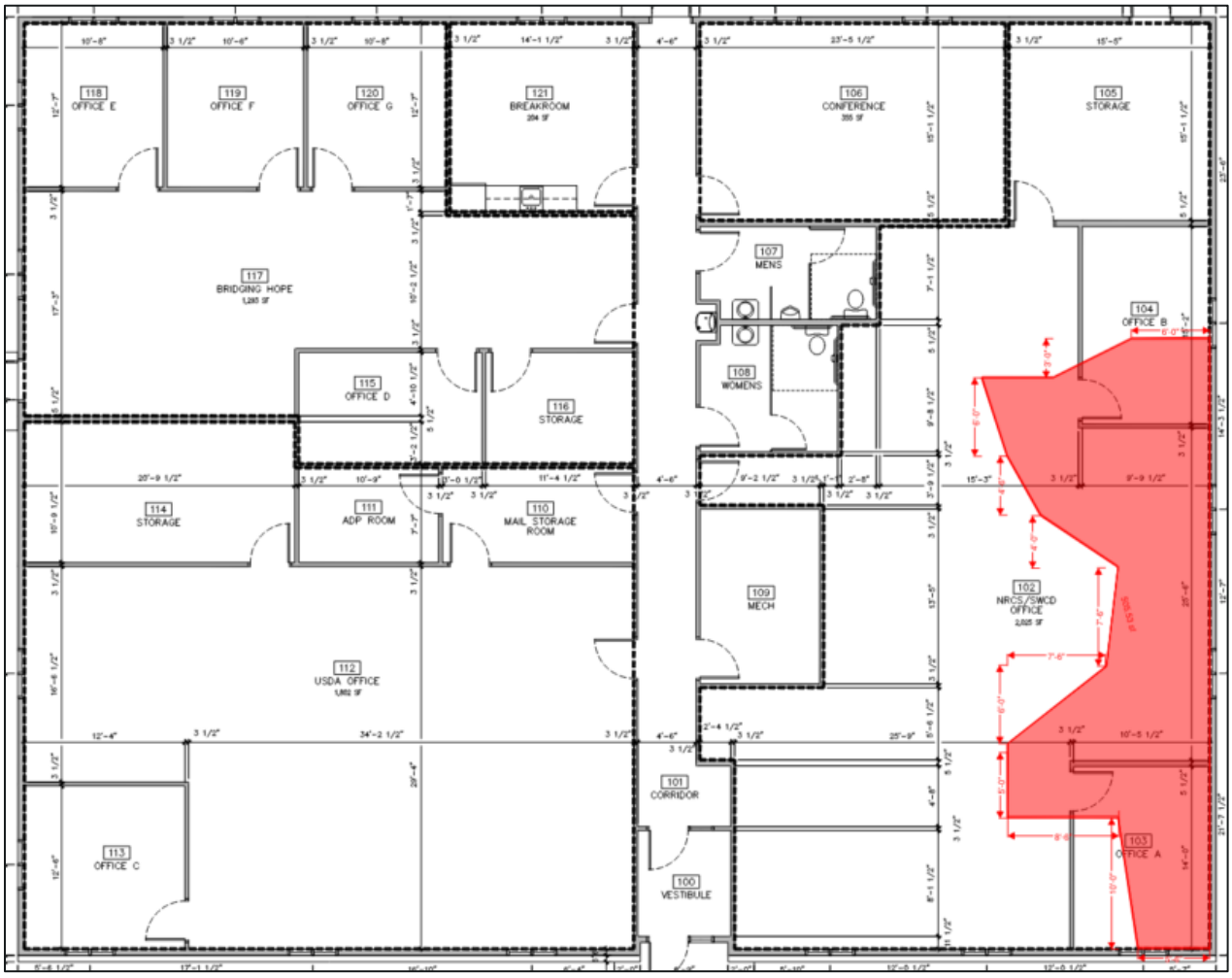
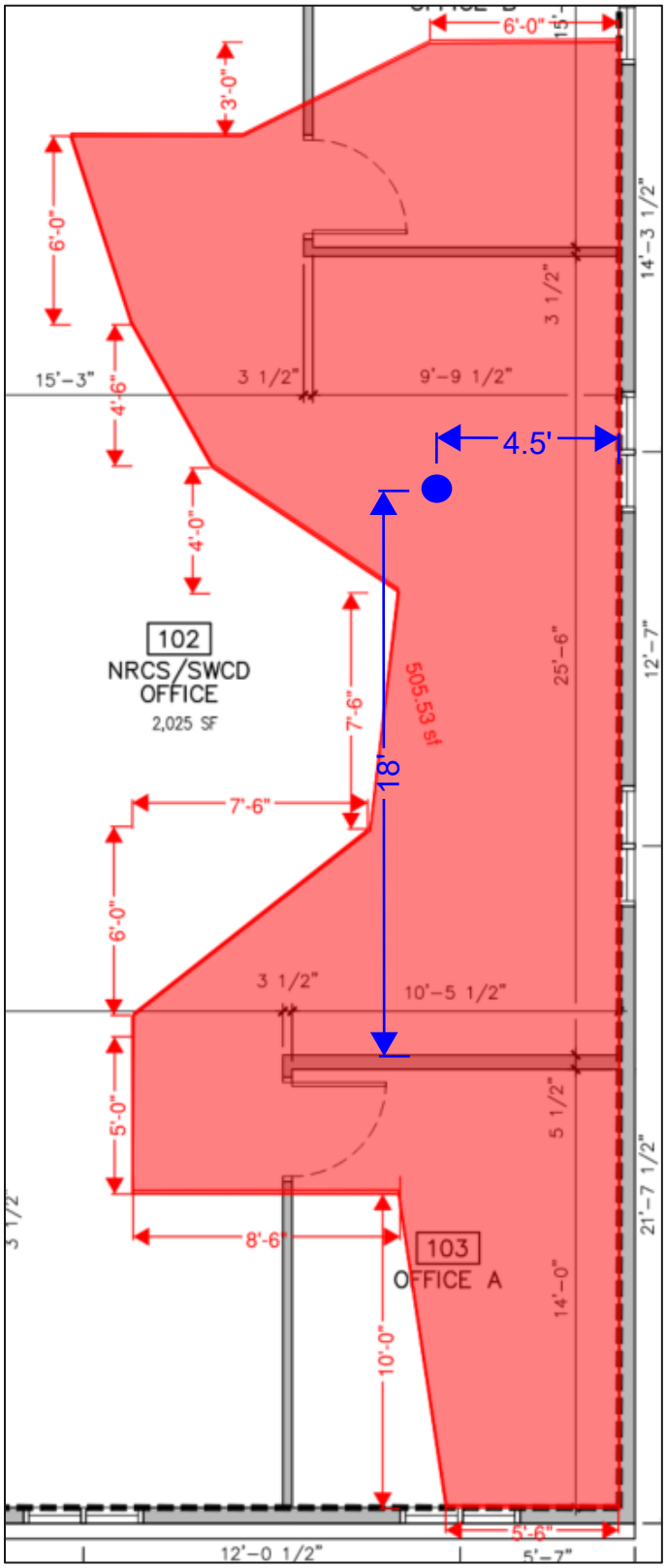


Figure 2. Magnified Image of Voids Beneath the Slab



GPR scans were collected approximately 3-feet on-center in each direction throughout the building. The perceived void space was outlined with painters tape in the field, and distances were measured via laser tape and transcribed to field sheets. The approximate area of the void space is 500 square feet. No destructive measures were taken during this site visit to document the depth of the void space or the soil conditions. To measure the depth of the void space would require destructive techniques as GPR cannot measure the depth.

General

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

If you have any questions, please contact Derek Lalim (dlalim@braunintertec.com) at 320.226.6418.

Sincerely,

BRAUN ITERTEC CORPORATION

Derek Lalim, PE
Project Engineer

Reviewed by:

Alfred Gardiner, PE
Director of Concrete Science, Principal Engineer

Attachments:
Photo Log (3 pages, 10 photos)

Photograph 1

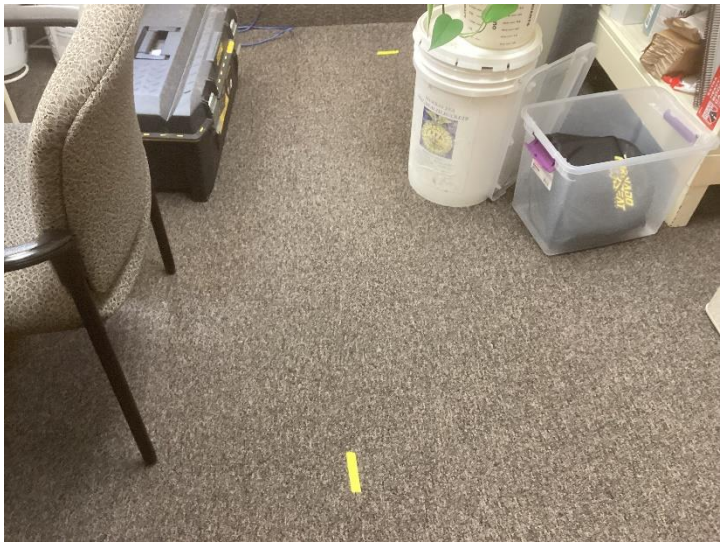
Overview of office from front desk

Photograph 2

Overview of office from supply room

Photograph 3

Outline of perceived void space in tape



Photograph 4

Outline of perceived void space in tape

Page **1** of **3**	Project Number B2504387	Wright County GPR Investigation 311 Brighton Avenue South Buffalo, Minnesota	BRAUN INTERTEC The Science You Build On.

Photograph 5

Outline of perceived void space in tape

Photograph 6

Outline of perceived void space in tape

Photograph 7

Outline of perceived void space in tape

Photograph 8

Outline of perceived void space in tape

Photograph 9	**Photograph 10**
Outline of perceived void space in tape	Outline of perceived void space in tape

Attachment II – Site Map

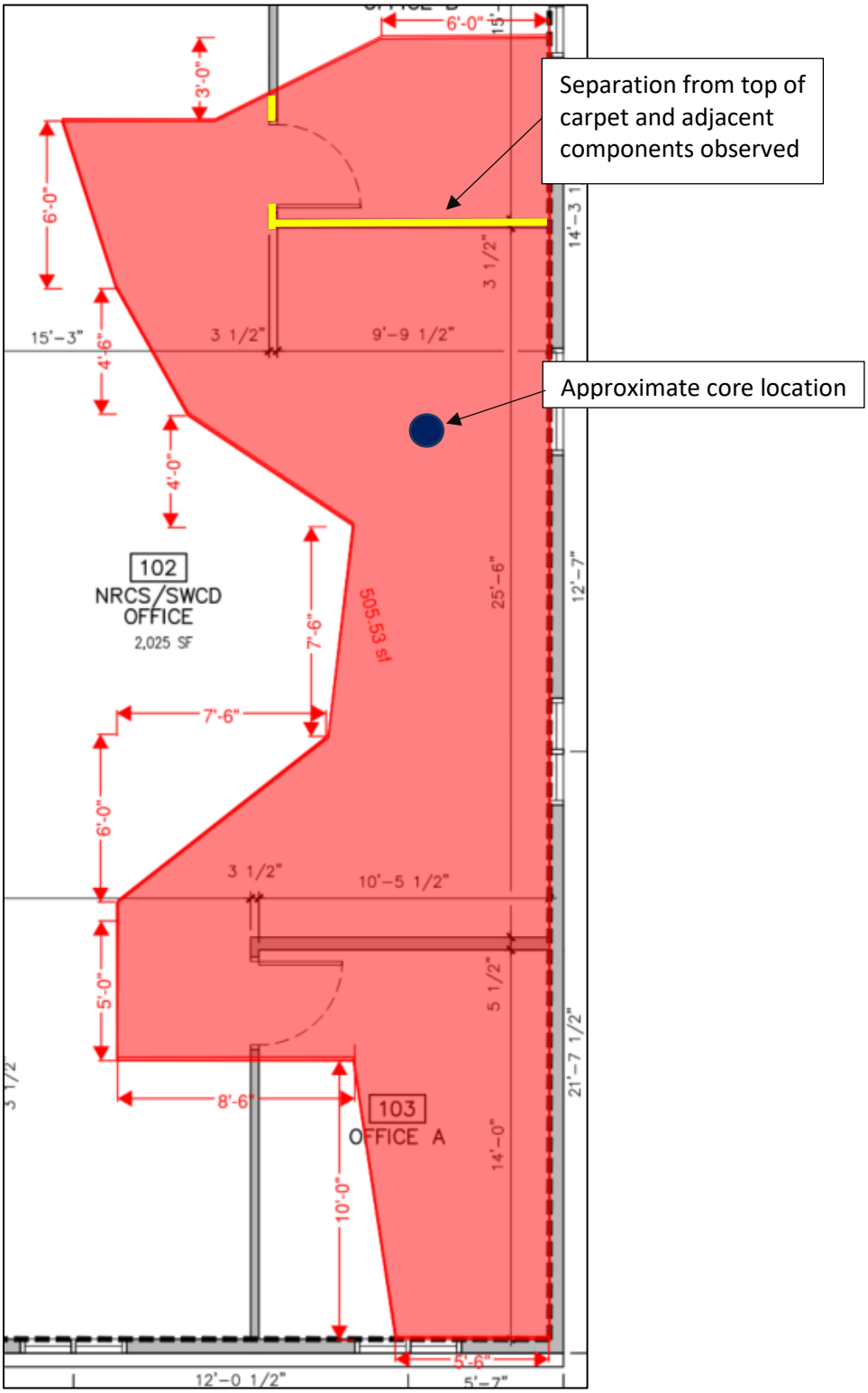


Figure 1. Field Map

Page **1** of **1**	Project Number B2504387	Wright County GPR Investigation 311 Brighton Avenue South Buffalo, Minnesota	BRAUN INTERTEC The Science You Build On.

Attachment III – Photo Log

Photograph 1

Overview of office from front desk

Photograph 2

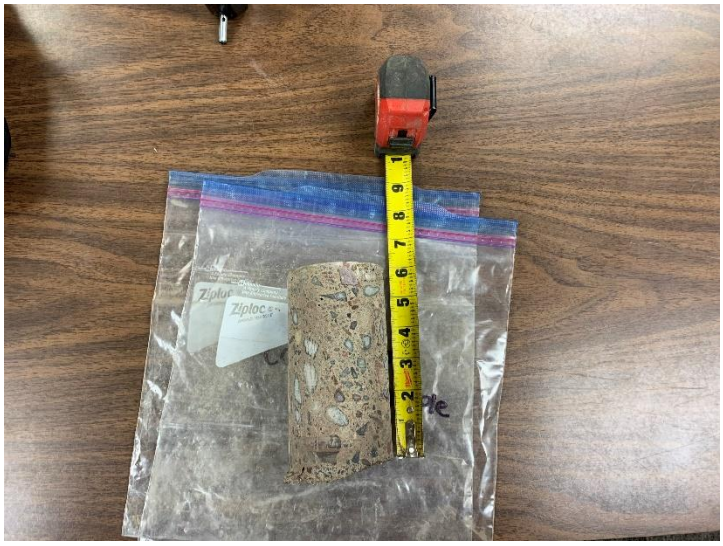
Overview of office from supply room

Photograph 3

Separation between top of carpet and bottom of door frame

Photograph 4

Separation between top of carpet and bottom of carpet strip attached to wall



Photograph 5

Slab thickness measured from core

Photograph 6

Sub-slab vapor barrier resting on subgrade

Photograph 7

Core displacement from falling into void

Photograph 8

Sub-slab void measured from bottom of slab to top of vapor barrier (imaged using borescope)

Photograph 9

Sub-slab void measured from bottom of slab to top of vapor barrier (imaged using borescope)

SWCD Site Visit 12-16-2024 – Facilities Team

Alan Wilczek (Director), Peter Kile (Manager), Kevin Worcester (Supervisor), Matt Arant (Supervisor), Rob Klimmek (HVAC), and John Pregler (Electrician) visited the Soil & Water office on Monday, December 16 to visually assess the condition of the building. Generally, the building seems to be in ok condition, however there are some things to point out that will need repair or replacement.

Mechanicals:
The furnaces (3) and condensing units (3) are original to construction and would anticipate they will need replacement soon given an approximate life expectancy of ~20 yrs. The facilities team and HVAC Technician should be able to perform the replacement with in-house labor. Estimated cost of ~$20k.
Images A1 & A2

Exterior Doors:
The exterior doors are in poor condition and are in need of replacement. The doors themselves appear to be what would be considered "residential" and the framing is rotted. Estimate $5-7k per opening (3), however it is difficult to determine a cost until it is opened up. The aluminum front doors have gasketing issues, but do not appear to need any "significant" work.
Image B1

Sidewalks:
The sidewalks are in poor condition in some areas and present significant trip / fall hazards. I do not have an estimated cost, but would recommend a replacement or repair for some if not all sidewalks.
Images C1, C2, C3

Parking Surface:
It appears the parking lot had sealcoat applied within the past year or so, covering some of the cracking and asphalt condition. There are clear heaving, bubbling, and cracking issues. It appears to be due for replacement, but the Highway Department should assess due to apparent soil corrections needed.
Images D1, D2, D3

Roof Leak:
The roof has recently been replaced, however there are signs of a leak in the Soil & Water office area. It is not determined if there has been a repair performed or if it is in need of attention still. We did not enter the attic space of the building to visually inspect.
Image E1

Floor Slab:
There appears to be a noticeable settling or significant slope of the concrete slab in the Soil & Water office space. It was communicated by staff that it has been that way for a significant amount of time, however it is concerning and very noticeable. Difficult to see in the photos, however you can see the furniture is sitting crooked and you can feel a walk "uphill/downhill" when going through the office. Cause is not known but something to note and possibly investigate further due to structure concern.
Image F1

Electrical:
Several relatively "minor cost" issues found related to outlet covers missing and extension cords running through the ceiling. Some issues will need correction if the property is acquired.

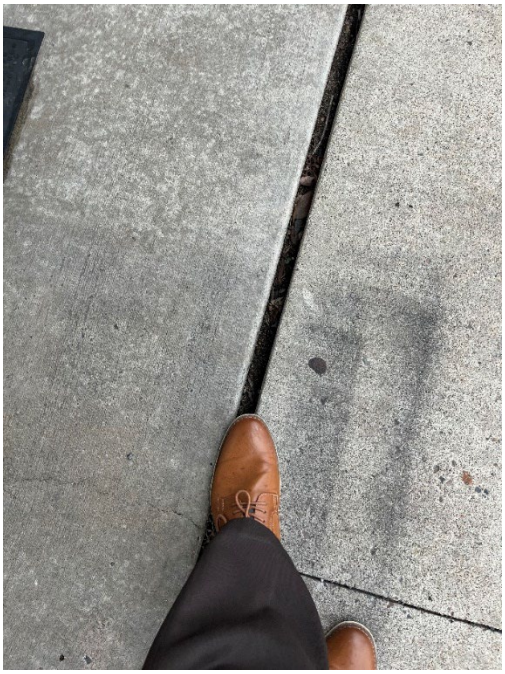
A1

A2

B1

C1

C2



C3

D1

D2

D3

E1

F1

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Adminstrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
LMM8602

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize Signature on Oracle Licensing Agreement

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize Signature on Oracle Licensing Agreement

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Enhances the use of the Oracle financial system

Describe the impact on staffing resources.

Fiscal Impact:
$1,138,053 for 3 years, or $379,351 per year. 2025 Budget = 378,000.

Background/Justification:
Amendment 2 extends our license purchase window from 5 years to 10 years.The Ordering Document outlines the actual licensing we are purchasing. We are expanding out EPM (budgeting module) licensing to a newer model which will increase functionality and speed of utilizing the system. In addition to this upgrade, we are eliminating licenses for modules in the Oracle system which we are not currently using and adding financial licenses to allow greater accessibility to the system by departments.

Route for Review and Approval

- [ ] Finance Review
- [x] Legal Review
- [x] Risk Mgmt Review
- [ ] Skip Workflow

Agenda Item Attachments (4)

Document Name	Attachment Type
Wright County_direct_5JUN2025_18948701 (003).pdf	Attachment
US-CSA-CPQ-1296898 Amendment 2.pdf	Attachment
Oracle Amendment 1.pdf	Attachment
Original Oracle Agreement.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Legal Review

Legal Decision
Approved

Notes
Approved. Changed Amendment 2 to the proper draft Amendment 2 provided by Oracle. Added the original contract and the prior Amendment 1. Changed the language in the explanation because the contract was already expired, and WC is not extending this mid-term.

Risk Management Review

Risk Managment Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Wright County	**Contact**	Greg Kryzer
Address	3650 Braddock Ave NE Room 3200 Buffalo MN 55313	**Phone Number**	1-763-6823900
		Email Address	Greg.Kryzer@wrightcountymn.gov

Renewal

Services Period: 36 months

Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	1000	36 mo	2.27	81,675.00
B86668 - Oracle Cloud Priority Support for SaaS	NORTH AMERICA	1	36 mo	408.38	14,701.50
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	NORTH AMERICA	1000	36 mo	0.30	10,890.00
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	1000	36 mo	0.45	16,335.00
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	154	36 mo	71.94	398,835.36
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	25	36 mo	41.97	37,768.50
B69719 - Oracle Fusion Sourcing Cloud Service - Hosted Named User	NORTH AMERICA	20	36 mo	77.94	56,113.20
B69720 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	NORTH AMERICA	10	36 mo	47.96	17,265.60
B73948 - Oracle Fusion Document Recognition Cloud Service - Hosted 1,000 Records	NORTH AMERICA	10	36 mo	7.19	2,589.84
B78965 - Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Named User	NORTH AMERICA	5	36 mo	68.94	12,409.65

Services Period: 36 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B86668 - Oracle Cloud Priority Support for SaaS	NORTH AMERICA	1	36 mo	1,726.86	62,166.95
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	NORTH AMERICA	1	36 mo	1,250.00	45,000.00
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	36 mo	7.19	2,589.84
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	NORTH AMERICA	1000	36 mo	0.12	4,316.40
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	200	36 mo	0.96	6,906.24
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	NORTH AMERICA	30	36 mo	16.79	18,128.88
B69718 - Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	NORTH AMERICA	25	36 mo	71.94	64,746.00
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	NORTH AMERICA	1000	36 mo	1.06	38,115.00
			Subtotal		890,552.96

€
€

New Subscription

€

Services Period: 36 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	NORTH AMERICA	75	36 mo	83.33	225,000.00
B86668 - Oracle Cloud Priority Support for SaaS	NORTH AMERICA	1	36 mo	625.00	22,500.00
			Subtotal		247,500.00

€
€
€

Fee Description	Net Fee
Cloud Services Fees	1,138,052.96
Net Fees	1,138,052.96
Total Fees	1,138,052.96

Midterm Subscription Change Details:

€

Current Subscription(s)						
Cloud Services	**Quantity**	**Start Date**	**End Date**	**Unit Net Price**	**Order Number**	**Subscription ID**
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	50	16-10-2022	15-10-2025	65.40	40635994	7540576
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	75	16-10-2022	15-10-2025	38.15	40635994	7540576
B69719 - Oracle Fusion Sourcing Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	70.85	40635994	7540576
B69720 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	43.60	40635994	7540576
B69729 - Oracle Fusion Inventory Management Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	38.15	40635994	7540576
B73403 - Oracle Fusion Project Management Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	29.98	40635994	7540576
B73948 - Oracle Fusion Document Recognition Cloud Service - Hosted 1,000 Records	10	16-10-2022	15-10-2025	6.54	40635994	7540576
B78965 - Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Named User	5	16-10-2022	15-10-2025	62.68	40635994	7540576
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	1000	16-10-2022	15-10-2025	0.11	40635994	7540576
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	5	16-10-2022	15-10-2025	15.26	40635994	7540576
B69718 - Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	65.40	40635994	7540576
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	100	16-10-2022	15-10-2025	0.87	40635994	7540576
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	10	16-10-2022	15-10-2025	6.54	40635994	7540576
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	32.70	40635994	7540576
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	15	16-10-2022	15-10-2025	81.75	40635994	7540576
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	70.85	40635994	7540576
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	16-10-2022	15-10-2025	681.25	40635994	7540576

Current Subscription(s)						
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	15-10-2025	1,552.36	40635994	7540576
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	20	18-11-2022	15-10-2025	65.40	40635994	7540576
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	5	18-11-2022	15-10-2025	15.26	40635994	7540576
B69718 - Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	65	18-11-2022	15-10-2025	65.40	40635994	7540576
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	5	18-11-2022	15-10-2025	32.70	40635994	7540576
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	15	25-04-2023	15-10-2025	65.40	40891587	7540576
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	15	25-04-2023	15-10-2025	15.26	40891587	7540576
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	50	25-04-2023	15-10-2025	0.87	40891587	7540576
B86668 - Oracle Cloud Priority Support for SaaS	1	25-04-2023	15-10-2025	125.35	40891587	7540576
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	5	07-11-2023	15-10-2025	65.40	41195431	7540576
B69719 - Oracle Fusion Sourcing Cloud Service - Hosted Named User	2	07-11-2023	15-10-2025	70.85	41195431	7540576
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	2	07-11-2023	15-10-2025	15.26	41195431	7540576
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	5	07-11-2023	15-10-2025	0.87	41195431	7540576
B86668 - Oracle Cloud Priority Support for SaaS	1	07-11-2023	15-10-2025	50.36	41195431	7540576
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	1000	16-10-2022	15-10-2025	2.06	40635994	7540577
B67291 - Oracle Fusion Goal Management Cloud Service - Hosted Named User	1000	16-10-2022	15-10-2025	0.28	40635994	7540577
B67293 - Oracle Fusion Performance Management Cloud Service - Hosted Named User	1000	16-10-2022	15-10-2025	0.28	40635994	7540577
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	1000	16-10-2022	15-10-2025	0.41	40635994	7540577
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	1000	16-10-2022	15-10-2025	0.41	40635994	7540577
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	1000	16-10-2022	15-10-2025	0.96	40635994	7540577

Current Subscription(s)						
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	1000	16-10-2022	15-10-2025	0.28	40635994	7540577
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	16-10-2022	15-10-2025	859.38	40635994	7540577
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	15-10-2025	467.50	40635994	7540577
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	16-10-2022	15-10-2025	1,125.00	40635994	7540577
B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	30.00	40635994	7540578
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	15-10-2025	30.00	40635994	7540578
B79785 - Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	20	16-10-2022	15-10-2025	30.00	40635994	7540579
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	15-10-2025	60.00	40635994	7540579

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Services to be Terminated						
Cloud Services	**Quantity**	**Start Date**	**End Date**	**Unit Net Price**	**Order Number**	**Subscription ID**
B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User	10	16-10-2022	To be terminated	30.00	40635994	7540578
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	To be terminated	30.00	40635994	7540578
B79785 - Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	20	16-10-2022	To be terminated	30.00	40635994	7540579
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	To be terminated	60.00	40635994	7540579

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Services to be Replaced & Superseded						
Cloud Services	**Quantity**	**Start Date**	**End Date**	**Unit Net Price**	**Order Number**	**Subscription ID**
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	1000	16-10-2022	To be replaced	2.06	40635994	7540577
B67291 - Oracle Fusion Goal Management Cloud Service - Hosted Named User	1000	16-10-2022	To be replaced	0.28	40635994	7540577
B67293 - Oracle Fusion Performance Management Cloud Service - Hosted Named User	1000	16-10-2022	To be replaced	0.28	40635994	7540577
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	1000	16-10-2022	To be replaced	0.41	40635994	7540577

Services to be Replaced & Superseded						
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	1000	16-10-2022	To be replaced	0.41	40635994	7540577
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	1000	16-10-2022	To be replaced	0.96	40635994	7540577
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	1000	16-10-2022	To be replaced	0.28	40635994	7540577
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	16-10-2022	To be replaced	859.38	40635994	7540577
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	To be replaced	467.50	40635994	7540577
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	16-10-2022	To be replaced	1,125.00	40635994	7540577

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New Services to be Added						
Cloud Services	**Quantity**	**Start Date**	**End Date**	**Unit Net Price**	**Order Number**	**Subscription ID**
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	Upon access	36 mo from start date	1,250.00	New	7540576
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	1000	Upon access	36 mo from start date	1.06	New	7540577
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	75	Upon access	36 mo from start date	83.33	New	New
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	36 mo from start date	625.00	New	New

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Go Forward Subscription(s)						
Cloud Services	**Quantity**	**Start Date**	**End Date**	**Unit Net Price**	**Order Number**	**Subscription ID**
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	154	Upon access	36 mo from start date	71.94	New	7540576
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	25	Upon access	36 mo from start date	41.97	New	7540576
B69719 - Oracle Fusion Sourcing Cloud Service - Hosted Named User	20	Upon access	36 mo from start date	77.94	New	7540576
B69720 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	10	Upon access	36 mo from start date	47.96	New	7540576
B73948 - Oracle Fusion Document Recognition Cloud Service - Hosted 1,000 Records	10	Upon access	36 mo from start date	7.19	New	7540576

Go Forward Subscription(s)						
B78965 - Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Named User	5	Upon access	36 mo from start date	68.94	New	7540576
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	36 mo from start date	1,726.86	New	7540576
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	10	Upon access	36 mo from start date	7.19	New	7540576
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	1000	Upon access	36 mo from start date	0.12	New	7540576
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	200	Upon access	36 mo from start date	0.96	New	7540576
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	30	Upon access	36 mo from start date	16.79	New	7540576
B69718 - Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	25	Upon access	36 mo from start date	71.94	New	7540576
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	Upon access	36 mo from start date	1,250.00	New	7540576
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	1000	Upon access	36 mo from start date	2.27	New	7540577
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	36 mo from start date	408.38	New	7540577
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	1000	Upon access	36 mo from start date	0.30	New	7540577
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	1000	Upon access	36 mo from start date	0.45	New	7540577
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	1000	Upon access	36 mo from start date	1.06	New	7540577
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	75	Upon access	36 mo from start date	83.33	New	New
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	36 mo from start date	625.00	New	New

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A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-1296898 effective 30-SEP-2019

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 15-AUG-2025

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Midterm Subscription Change

You agree that this order terminates and supersedes the following order(s) between the parties, CPQ-2628004 dated 16-NOV-2022, with Subscription IDs 7540578, 7540579, including all expansion orders to those orders and all amendments thereto (collectively, the "Previous Services Order"), under which You previously acquired Cloud Services (the "Previous Services"), and that, accordingly, You hereby terminate the Previous Services identified in the Previous Services Order. You agree to pay any fees for Previous Services that have accrued prior to the Cloud Services Start Date of this order, including any fees for Previous Services that have accrued but which have not yet been invoiced due to a delayed billing schedule. The actual unpaid Cloud Services fee will be processed as of Cloud Services Start Date of this order.

The Cloud Services fees due under this order shall be reduced by the amount of fees paid for unused Services, if any, associated with the Previous Services Order as stated above as long as the invoices for the Previous Services have been paid in full. The amount of the Services fee reduction will be processed as of the Cloud Services Start Date of this order.

The fees due under this order for any new Cloud Services shall be reduced based on the date of access for such new Cloud Services. The Services Period end date will be the same for all Cloud Services on this order.

2. Replace and Terminate

You agree that this order is replacing the Cloud Services under the original order with CPQ Quote CPQ-2628004 dated 16-NOV-2022, related to Cloud Services with Subscription IDs 7540578, 7540579 including all expansion orders and all renewal orders thereof, and all amendments thereto (collectively, the "Previous Services"). It is Your responsibility to migrate any existing instance, workload or data to a new service instance. You must complete this migration within two (2) months of the date that You are issued access enabling You to activate Your Services ordered herewith. Upon completion of this migration, You must notify Oracle via email to your Sales Representative and request that Your Previous Services be terminated. Prior to the Date of Termination of the Previous Services, You have the right to continue use of the Previous Services up to the quantities specified in the original order(s). Upon Termination of the Previous Services, Your right to use the Previous Services will end and You will no longer have the right to access or use the Previous Services nor will You be permitted to reinstate the Previous Services.

You agree to pay any fees for the Previous Services that have accrued prior to the date of termination of the Previous Services. The services fee due under this order shall be reduced by the amount of fees paid for unused services, if any, associated with Your Previous Services order as stated above provided that the invoices for such services have been paid in full. The amount of services fee reduction will be processed as of the date of termination of the Previous Services.

3. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the document (s) with the footer(s) "Cloud_Cloud Service Agreement Amendment_v040524_US_ENG Wright County-18953234-Shravan Kumar-June 4, 2025" between the

parties (the "Contingent Document(s)"). If the parties do not simultaneously execute the Contingent Document(s) with this document, then this document shall be deemed to have no legal effect, even if executed.

4. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.€

5. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

Wright County	
Signature	_____
Name	_____
Title	_____
Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Wright County	**Customer Name**	Wright County
Customer Address	Wright County 3700 Braddock Ave NE Buffalo MN 55313	**Customer Address**	Wright County 3650 Braddock Ave NE Suite 3200 Buffalo MN 55313
Contact Name	Robert Lalone	**Contact Name**	Wright County Procurement
Contact Phone	+1-763-682-7953	**Contact Phone**	1-763-682-7953
Contact Email	Robert.Lalone@wrightcountymn.gov	**Contact Email**	WrightCountyProcurement@wrightcountymn.gov

AMENDMENT TWO

Agreement Information

This Amendment Two amends the Oracle Cloud Services Agreement US-CSA-CPQ-1296898, dated 17-SEP-2019, and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. **Section 9. TERM AND TERMINATION**

In the first sentence of Section 9.1, replace "five" with "ten"

This Amendment is valid for signature through 31-August-2025. If this Amendment is not signed by both parties on or before that date, this Amendment will be null and void and of no legal effect even if executed by both parties.

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this amendment Two is _____. (to be completed by Oracle)

Wright County		Oracle America, Inc.	
Signature		Signature	
Name		Name	
Title		Title	
Signature Date		Signature Date	

AMENDMENT TWO

Agreement Information

This Amendment Two amends the Oracle Cloud Services Agreement US-CSA-CPQ-1296898, dated 17-SEP-2019, and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. **Section 9. TERM AND TERMINATION**

In the first sentence of Section 2, replace "five" with "ten"

This Amendment is valid for signature through 31-August-2025. If this Amendment is not signed by both parties on or before that date, this Amendment will be null and void and of no legal effect even if executed by both parties.

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this amendment Two is _____. (to be completed by Oracle)

Wright County		Oracle America, Inc.	
Signature		Signature	
Name		Name	
Title		Title	
Signature Date		Signature Date	

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Wright County	**Contact**	Greg Kryzer
Address	3650 Braddock Ave NE Room 3200 Buffalo MN 55313	**Phone Number**	1-763-6823900
		Email Address	Greg.Kryzer@wrightcountymn.gov

Renewal

Services Period: 36 months

Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	1000	36 mo	2.27	81,675.00
B86668 - Oracle Cloud Priority Support for SaaS	NORTH AMERICA	1	36 mo	408.38	14,701.50
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	NORTH AMERICA	1000	36 mo	0.30	10,890.00
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	1000	36 mo	0.45	16,335.00
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	154	36 mo	71.94	398,835.36
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	25	36 mo	41.97	37,768.50
B69719 - Oracle Fusion Sourcing Cloud Service - Hosted Named User	NORTH AMERICA	20	36 mo	77.94	56,113.20
B69720 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	NORTH AMERICA	10	36 mo	47.96	17,265.60
B73948 - Oracle Fusion Document Recognition Cloud Service - Hosted 1,000 Records	NORTH AMERICA	10	36 mo	7.19	2,589.84
B78965 - Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Named User	NORTH AMERICA	5	36 mo	68.94	12,409.65

Services Period: 36 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B86668 - Oracle Cloud Priority Support for SaaS	NORTH AMERICA	1	36 mo	1,726.86	62,166.95
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	NORTH AMERICA	1	36 mo	1,250.00	45,000.00
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	36 mo	7.19	2,589.84
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	NORTH AMERICA	1000	36 mo	0.12	4,316.40
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	200	36 mo	0.96	6,906.24
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	NORTH AMERICA	30	36 mo	16.79	18,128.88
B69718 - Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	NORTH AMERICA	25	36 mo	71.94	64,746.00
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	NORTH AMERICA	1000	36 mo	1.06	38,115.00
			Subtotal		890,552.96

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New Subscription

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Services Period: 36 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	NORTH AMERICA	75	36 mo	83.33	225,000.00
B86668 - Oracle Cloud Priority Support for SaaS	NORTH AMERICA	1	36 mo	625.00	22,500.00
			Subtotal		247,500.00

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Fee Description	Net Fee
Cloud Services Fees	1,138,052.96
Net Fees	1,138,052.96
Total Fees	1,138,052.96

Midterm Subscription Change Details:

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Current Subscription(s)						
Cloud Services	**Quantity**	**Start Date**	**End Date**	**Unit Net Price**	**Order Number**	**Subscription ID**
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	50	16-10-2022	15-10-2025	65.40	40635994	7540576
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	75	16-10-2022	15-10-2025	38.15	40635994	7540576
B69719 - Oracle Fusion Sourcing Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	70.85	40635994	7540576
B69720 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	43.60	40635994	7540576
B69729 - Oracle Fusion Inventory Management Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	38.15	40635994	7540576
B73403 - Oracle Fusion Project Management Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	29.98	40635994	7540576
B73948 - Oracle Fusion Document Recognition Cloud Service - Hosted 1,000 Records	10	16-10-2022	15-10-2025	6.54	40635994	7540576
B78965 - Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Named User	5	16-10-2022	15-10-2025	62.68	40635994	7540576
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	1000	16-10-2022	15-10-2025	0.11	40635994	7540576
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	5	16-10-2022	15-10-2025	15.26	40635994	7540576
B69718 - Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	65.40	40635994	7540576
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	100	16-10-2022	15-10-2025	0.87	40635994	7540576
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	10	16-10-2022	15-10-2025	6.54	40635994	7540576
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	32.70	40635994	7540576
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	15	16-10-2022	15-10-2025	81.75	40635994	7540576
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	70.85	40635994	7540576
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	16-10-2022	15-10-2025	681.25	40635994	7540576

Current Subscription(s)						
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	15-10-2025	1,552.36	40635994	7540576
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	20	18-11-2022	15-10-2025	65.40	40635994	7540576
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	5	18-11-2022	15-10-2025	15.26	40635994	7540576
B69718 - Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	65	18-11-2022	15-10-2025	65.40	40635994	7540576
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	5	18-11-2022	15-10-2025	32.70	40635994	7540576
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	15	25-04-2023	15-10-2025	65.40	40891587	7540576
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	15	25-04-2023	15-10-2025	15.26	40891587	7540576
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	50	25-04-2023	15-10-2025	0.87	40891587	7540576
B86668 - Oracle Cloud Priority Support for SaaS	1	25-04-2023	15-10-2025	125.35	40891587	7540576
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	5	07-11-2023	15-10-2025	65.40	41195431	7540576
B69719 - Oracle Fusion Sourcing Cloud Service - Hosted Named User	2	07-11-2023	15-10-2025	70.85	41195431	7540576
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	2	07-11-2023	15-10-2025	15.26	41195431	7540576
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	5	07-11-2023	15-10-2025	0.87	41195431	7540576
B86668 - Oracle Cloud Priority Support for SaaS	1	07-11-2023	15-10-2025	50.36	41195431	7540576
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	1000	16-10-2022	15-10-2025	2.06	40635994	7540577
B67291 - Oracle Fusion Goal Management Cloud Service - Hosted Named User	1000	16-10-2022	15-10-2025	0.28	40635994	7540577
B67293 - Oracle Fusion Performance Management Cloud Service - Hosted Named User	1000	16-10-2022	15-10-2025	0.28	40635994	7540577
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	1000	16-10-2022	15-10-2025	0.41	40635994	7540577
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	1000	16-10-2022	15-10-2025	0.41	40635994	7540577
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	1000	16-10-2022	15-10-2025	0.96	40635994	7540577

Current Subscription(s)						
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	1000	16-10-2022	15-10-2025	0.28	40635994	7540577
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	16-10-2022	15-10-2025	859.38	40635994	7540577
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	15-10-2025	467.50	40635994	7540577
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	16-10-2022	15-10-2025	1,125.00	40635994	7540577
B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User	10	16-10-2022	15-10-2025	30.00	40635994	7540578
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	15-10-2025	30.00	40635994	7540578
B79785 - Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	20	16-10-2022	15-10-2025	30.00	40635994	7540579
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	15-10-2025	60.00	40635994	7540579

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Services to be Terminated						
Cloud Services	**Quantity**	**Start Date**	**End Date**	**Unit Net Price**	**Order Number**	**Subscription ID**
B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User	10	16-10-2022	To be terminated	30.00	40635994	7540578
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	To be terminated	30.00	40635994	7540578
B79785 - Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	20	16-10-2022	To be terminated	30.00	40635994	7540579
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	To be terminated	60.00	40635994	7540579

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Services to be Replaced & Superseded						
Cloud Services	**Quantity**	**Start Date**	**End Date**	**Unit Net Price**	**Order Number**	**Subscription ID**
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	1000	16-10-2022	To be replaced	2.06	40635994	7540577
B67291 - Oracle Fusion Goal Management Cloud Service - Hosted Named User	1000	16-10-2022	To be replaced	0.28	40635994	7540577
B67293 - Oracle Fusion Performance Management Cloud Service - Hosted Named User	1000	16-10-2022	To be replaced	0.28	40635994	7540577
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	1000	16-10-2022	To be replaced	0.41	40635994	7540577

Services to be Replaced & Superseded						
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	1000	16-10-2022	To be replaced	0.41	40635994	7540577
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	1000	16-10-2022	To be replaced	0.96	40635994	7540577
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	1000	16-10-2022	To be replaced	0.28	40635994	7540577
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	1	16-10-2022	To be replaced	859.38	40635994	7540577
B86668 - Oracle Cloud Priority Support for SaaS	1	16-10-2022	To be replaced	467.50	40635994	7540577
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	16-10-2022	To be replaced	1,125.00	40635994	7540577

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New Services to be Added						
Cloud Services	**Quantity**	**Start Date**	**End Date**	**Unit Net Price**	**Order Number**	**Subscription ID**
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	Upon access	36 mo from start date	1,250.00	New	7540576
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	1000	Upon access	36 mo from start date	1.06	New	7540577
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	75	Upon access	36 mo from start date	83.33	New	New
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	36 mo from start date	625.00	New	New

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Go Forward Subscription(s)						
Cloud Services	**Quantity**	**Start Date**	**End Date**	**Unit Net Price**	**Order Number**	**Subscription ID**
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	154	Upon access	36 mo from start date	71.94	New	7540576
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	25	Upon access	36 mo from start date	41.97	New	7540576
B69719 - Oracle Fusion Sourcing Cloud Service - Hosted Named User	20	Upon access	36 mo from start date	77.94	New	7540576
B69720 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	10	Upon access	36 mo from start date	47.96	New	7540576
B73948 - Oracle Fusion Document Recognition Cloud Service - Hosted 1,000 Records	10	Upon access	36 mo from start date	7.19	New	7540576

Go Forward Subscription(s)						
B78965 - Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Named User	5	Upon access	36 mo from start date	68.94	New	7540576
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	36 mo from start date	1,726.86	New	7540576
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	10	Upon access	36 mo from start date	7.19	New	7540576
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	1000	Upon access	36 mo from start date	0.12	New	7540576
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	200	Upon access	36 mo from start date	0.96	New	7540576
B69714 - Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	30	Upon access	36 mo from start date	16.79	New	7540576
B69718 - Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	25	Upon access	36 mo from start date	71.94	New	7540576
B86669 - Oracle Cloud Priority Support for SaaS: Base Fee	1	Upon access	36 mo from start date	1,250.00	New	7540576
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	1000	Upon access	36 mo from start date	2.27	New	7540577
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	36 mo from start date	408.38	New	7540577
B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service - Hosted Employee	1000	Upon access	36 mo from start date	0.30	New	7540577
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	1000	Upon access	36 mo from start date	0.45	New	7540577
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	1000	Upon access	36 mo from start date	1.06	New	7540577
B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	75	Upon access	36 mo from start date	83.33	New	New
B86668 - Oracle Cloud Priority Support for SaaS	1	Upon access	36 mo from start date	625.00	New	New

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A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-1296898 effective 30-SEP-2019

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 15-AUG-2025

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Midterm Subscription Change

You agree that this order terminates and supersedes the following order(s) between the parties, CPQ-2628004 dated 16-NOV-2022, with Subscription IDs 7540578, 7540579, including all expansion orders to those orders and all amendments thereto (collectively, the "Previous Services Order"), under which You previously acquired Cloud Services (the "Previous Services"), and that, accordingly, You hereby terminate the Previous Services identified in the Previous Services Order. You agree to pay any fees for Previous Services that have accrued prior to the Cloud Services Start Date of this order, including any fees for Previous Services that have accrued but which have not yet been invoiced due to a delayed billing schedule. The actual unpaid Cloud Services fee will be processed as of Cloud Services Start Date of this order.

The Cloud Services fees due under this order shall be reduced by the amount of fees paid for unused Services, if any, associated with the Previous Services Order as stated above as long as the invoices for the Previous Services have been paid in full. The amount of the Services fee reduction will be processed as of the Cloud Services Start Date of this order.

The fees due under this order for any new Cloud Services shall be reduced based on the date of access for such new Cloud Services. The Services Period end date will be the same for all Cloud Services on this order.

2. Replace and Terminate

You agree that this order is replacing the Cloud Services under the original order with CPQ Quote CPQ-2628004 dated 16-NOV-2022, related to Cloud Services with Subscription IDs 7540578, 7540579 including all expansion orders and all renewal orders thereof, and all amendments thereto (collectively, the "Previous Services"). It is Your responsibility to migrate any existing instance, workload or data to a new service instance. You must complete this migration within two (2) months of the date that You are issued access enabling You to activate Your Services ordered herewith. Upon completion of this migration, You must notify Oracle via email to your Sales Representative and request that Your Previous Services be terminated. Prior to the Date of Termination of the Previous Services, You have the right to continue use of the Previous Services up to the quantities specified in the original order(s). Upon Termination of the Previous Services, Your right to use the Previous Services will end and You will no longer have the right to access or use the Previous Services nor will You be permitted to reinstate the Previous Services. €

You agree to pay any fees for the Previous Services that have accrued prior to the date of termination of the Previous Services. The services fee due under this order shall be reduced by the amount of fees paid for unused services, if any, associated with Your Previous Services order as stated above provided that the invoices for such services have been paid in full. The amount of services fee reduction will be processed as of the date of termination of the Previous Services.
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3. Linking Language

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the document (s) with the footer(s) "Cloud_Cloud Service Agreement Amendment_v040524_US_ENG Wright County-18953234-Shravan Kumar-June 4, 2025" between the

parties (the "Contingent Document(s)"). If the parties do not simultaneously execute the Contingent Document(s) with this document, then this document shall be deemed to have no legal effect, even if executed.

4. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.€

5. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

Wright County	
Signature	_____
Name	_____
Title	_____
Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		**Ship To**	
Customer Name	Wright County	**Customer Name**	Wright County
Customer Address	Wright County 3700 Braddock Ave NE Buffalo MN 55313	**Customer Address**	Wright County 3650 Braddock Ave NE Suite 3200 Buffalo MN 55313
Contact Name	Robert Lalone	**Contact Name**	Wright County Procurement
Contact Phone	+1-763-682-7953	**Contact Phone**	1-763-682-7953
Contact Email	Robert.Lalone@wrightcountymn.gov	**Contact Email**	WrightCountyProcurement@wrightcountymn.gov

AMENDMENT TWO

Agreement Information

This Amendment Two amends the Oracle Cloud Services Agreement US-CSA-CPQ-1296898, dated 17-SEP-2019, and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. **Section 9. TERM AND TERMINATION**

In the first sentence of Section 2, replace "five" with "ten"

This Amendment is valid for signature through 31-August-2025. If this Amendment is not signed by both parties on or before that date, this Amendment will be null and void and of no legal effect even if executed by both parties.

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this amendment Two is _____. (to be completed by Oracle)

Wright County		Oracle America, Inc.	
Signature		Signature	
Name		Name	
Title		Title	
Signature Date		Signature Date	

AMENDMENT ONE

Agreement Information

This Amendment amends the Oracle Cloud Services Agreement US-CSA-CPQ-1296898 , dated 30-SEP-2019, and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. **Preamble**

   Delete the preamble in its entirety and replace with the following:

   "This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and Wright County ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement."

2. **Section 4. NONDISCLOUSRE**

   a. Delete second sentence of Section 4.1 in its entirety and replace with the following:

   "Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, including Personal Data, as defined in the Oracle Data Processing Agreement and all information clearly identified as confidential at the time of disclosure."

   b. Add the following language as last sentence in Section 4.3:

   "If either party receives a subpoena or other validly issued administrative or judicial process demanding confidential information of the other party, then, if permitted by law, the recipient will use reasonable efforts to promptly notify the other party of such demand. The other party may, at its sole expense, seek to limit, quash or extend such demand. Unless such demand shall have been timely quashed, the recipient shall thereafter comply with such demand including extensions or limitations thereto, if any, ordered under such administrative or judicial process."

3. **Section 7. LIMITATION OF LIABILITY**

   Insert the following as a new Section 7.3:

   "7.3 NOTWITHSTANDING SECTION 7.2, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER FOR MISAPPROPRIATION OF YOUR PERSONAL DATA CAUSED SOLELY BY ORACLE'S BREACH OF ITS SECURITY PRACTICES DESCRIBED IN THE SERVICE SPECIFICATIONS EXCEED TWO TIMES (2X) THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY."

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this amendment is 30-SEP-2019. (to be completed by Oracle)

Wright County		**Oracle America, Inc.**	DocuSigned by:
Signature		**Signature**	William Burke 2D51518FCD1D49D...
Name	Darek J. Vetsch	**Name**	William Burke
Title	Chairperson, Wright County Board of Commissioners	**Title**	Deal Specialist
Signature Date	9-17-19	**Signature Date**	30-SEP-2019

ORACLE

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

4. NONDISCLOSURE

4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at http://www.oracle.com/us/corporate/contracts/cloud-services/index.html.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

a. the relevant Oracle privacy policies applicable to the Services, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF

REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

9. TERM AND TERMINATION

9.1 Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. This Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2 Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or

applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

9.4 If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

15. NOTICE

15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

17. OTHER

17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your use of the Cloud Services to ensure Your use of the Cloud Services is in compliance with the terms of the applicable order and this Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s).

You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 4 (Nondisclosure) of this Agreement.

Any usage in excess of Your rights under the applicable order(s) shall be considered a change to the scope of services of the applicable order(s) and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

19. AGREEMENT DEFINITIONS

19.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

19.3 "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

19.5 "**Users**" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

19.6 "**Your Content**" means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by

You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

20. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Agreement is 30-SEP-2019. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Wright County

Authorized Signature: _____

Name: Darek J. Vetsch

Title: Chairperson, Wright County Board of Commissioners

Signature Date: 9-17-19

Oracle America, Inc.

Authorized Signature: DocuSigned by: William Burke 2D51518FCD1D49D...

Name: William Burke

Title: Deal Specialist

Signature Date: 30-SEP-2019

Agreement No.: US-CSA-CPQ-1296898

AMENDMENT ONE

Agreement Information

This Amendment amends the Oracle Cloud Services Agreement US-CSA-CPQ-1296898 , dated 30-SEP-2019, and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. **Preamble**

   Delete the preamble in its entirety and replace with the following:

   "This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and Wright County ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement."

2. **Section 4. NONDISCLOUSRE**

   a. Delete second sentence of Section 4.1 in its entirety and replace with the following:

   "Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, including Personal Data, as defined in the Oracle Data Processing Agreement and all information clearly identified as confidential at the time of disclosure."

   b. Add the following language as last sentence in Section 4.3:

   "If either party receives a subpoena or other validly issued administrative or judicial process demanding confidential information of the other party, then, if permitted by law, the recipient will use reasonable efforts to promptly notify the other party of such demand. The other party may, at its sole expense, seek to limit, quash or extend such demand. Unless such demand shall have been timely quashed, the recipient shall thereafter comply with such demand including extensions or limitations thereto, if any, ordered under such administrative or judicial process."

3. **Section 7. LIMITATION OF LIABILITY**

   Insert the following as a new Section 7.3:

   "7.3 NOTWITHSTANDING SECTION 7.2, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER FOR MISAPPROPRIATION OF YOUR PERSONAL DATA CAUSED SOLELY BY ORACLE'S BREACH OF ITS SECURITY PRACTICES DESCRIBED IN THE SERVICE SPECIFICATIONS EXCEED TWO TIMES (2X) THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY."

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this amendment is 30-SEP-2019. (to be completed by Oracle)

Wright County		**Oracle America, Inc.**	DocuSigned by:
Signature		**Signature**	William Burke 2D51518FCD1D49D...
Name	Darek J. Vetsch	**Name**	William Burke
Title	Chairperson, Wright County Board of commissioners	**Title**	Deal Specialist
Signature Date	9-17-19	**Signature Date**	30-SEP-2019

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
BTP5489

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Recommend Appointment to the Metropolitan Water Supply Advisory Committee

Short Title (what will appear on Agenda outline - 250 character max.) *
Recommend Appointment to the Metropolitan Water Supply Advisory Committee

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:
This committee has one member who is designated to be from Wright County. Applications are due on June 30th

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (0)

Document Name	Attachment Type

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Marc Mattice

Requestor Title
Assistant County Administrator-Property Services

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
KAK4327

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Recommendations from the Aggregate Tax Committee (5-29-2025)
1. Move Forward with 2025 Annual Aggregate Grant Fund Allocation up to $80,000 to be allocated among applicants, for projects
2. Move Forward with the 2025 Aggregate Grant Timeline

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Recommendations from the Aggregate Tax Committee (5-29-2025)

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (4)

Document Name	Attachment Type
2025-05-29 Ag Tax Committee Recs.pdf	Attachment
Ag Tax Grant Purpose.pdf	Attachment
Aggregate Tax Grant History.pdf	Attachment
2025 FUNDING APPLICATION AND OPPORTUNITY ANNOUNCEMENT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

RECOMMENDATIONS

AGGREGATE TAX COMMITTEE

May 29, 2025

DATE APPROVED: DRAFT

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Kirby Moynagh	District 5

Members Present: Tina Diedrick (Virtual) Jessie Gadach, Scott Deckert, Marc Mattice, Kirby Moynagh, Kevin Wilson
Members Absent: Nancy Norsby, Scott Peterson

I. 2025 AGGREGATE TAX FUND

A. Introduction and Purpose of the Group
B. Review Past Grant Projects for 2023 and 2024
C. Review Application, Scoring Criteria, and Process
D. Review Aggregate Tax Funds and Balances
E. Set Funding for 2025
F. Set Timeline and Schedule Next Meeting

RECOMMENDATIONS: Bring forward for board approval the following:

- **2025 Annual Aggregate Grant Fund Allocation up to $80,000 to be allocated amongst applicants, for projects, with a maximum per applicant of $40,000. Requests cannot exceed 80 percent of the total project cost.**

- **2025 Aggregate Grant Timeline**

June 24, 2025	**Open Applications**
August 1, 2025	**Application Deadline**
August 13, 2025	**Application Review and Scoring**
August 21, 2025	**Committee Review and Recommendations**
September 2, 2025	**Bring Forward Projects to the Board for Approval**
October 20, 2027	**Deadline for 2025 Approved Projects**

Recommendations submitted by Kelly Kosloski, Administrative Specialist.

DRAFT

Minnesota Statutes

298.75 AGGREGATE MATERIAL REMOVAL; PRODUCTION TAX. Subdivision 1.Definitions. Except as may otherwise be provided, the following words, when used in this section, shall have the meanings herein ascribed to them.

(a) "Aggregate material" means:

(1) nonmetallic natural mineral aggregate including, but not limited to sand, silica sand, gravel, crushed rock, limestone, granite, and borrow, but only if the borrow is transported on a public road, street, or highway, provided that nonmetallic aggregate material does not include dimension stone and dimension granite;

(g) "Borrow" means granular borrow, consisting of durable particles of gravel and sand, crushed quarry or mine rock, crushed gravel or stone, or any combination thereof, the ratio of the portion passing the (#200) sieve divided by the portion passing the (1 inch) sieve may not exceed 20 percent by mass.

Committee Members:

Scott Peterson dspeterson10@icloud.com 12/31/2025
Kevin Wilson kwilson@cokato.mn.us 12/31/2026
Nancy Norsby (Joel Kjome) seatc@rockfordtownship.com 12/31/2026

Commissioners:

Tina Diedrick
Kirby Moynagh

Wright County Staff:

Jessie Gadach- Taxpayer Services
Scott Deckert- Planning and Zoning
Marc Mattice- Administration

The law requires the county to distribute the tax (after the county has retained 5%) as follows: 42.5% County Road & Bridge Fund; 42.5% Township or City Road & Bridge Fund where the mine is located; and 15% Reserve Fund for Pit Restoration of abandoned pits or quarries in the county. If there are no abandoned pits, quarries or deposits located within the county, this portion of the tax shall be used for any other unmet reclamation need or for conservation or other environmental needs.

Material Subject to Aggregate Tax

Gravel
All Sand
Crushed Rock
Limestone– all non- agricultural
Crushed granite
Borrow (see section (g) above)

Materials Not Subject to Aggregate Tax

Black dirt/clay
Crushed concrete
Crushed Asphalt
Agricultural limestone
Dimension granite
Dimension stone

Aggregate Tax Program Overview:

Purpose

This program is intended to help jurisdictions in Wright County complete projects that meet the County's objective of empowering the use of the land, property, and the environment while improving water quality. This grant aims to fund projects that will facilitate the restoration of abandoned aggregate pits or to provide an opportunity to help implement other unmet reclamation needs, conservation projects, or other environmental projects.

Eligible Recipients

Eligible recipients of this grant are county departments, cities, townships, school districts, and lake improvement districts (LIDs) within Wright County.

2023 Grant Year

Applicant	Project Description	Total Project Cost	Requested Funding	Recommended Funding	District	Grant Agreement Effective Date	Agreement Execution Date	Grant ID	Funds Cleared
Wright County Parks and Recreation	Bill Anderson - Abandon Pit	$49,998	$31,398.00	$30,000.00	5	8/31/2025	8/24/2023	AG-01-2023	0%
City of Monticello	Turf Conversion - Native Prairie	$50,000	$35,000	$30,000.00	2	8/31/2025	8/24/2023	AG-02-2023	0%
ISD 877	North Winds Prairie Restoration	$44,215	$35,372	$30,000.00	1	8/31/2025	9/19/2023	AG-03-2023	0%
City of Clearwater	Native Planting – Storm Water Ponds	$20,024.00	$10,012	$10,000.00	2	8/31/2025	9/19/2023	AG-04-2023	46%
Maple Lake Improvement District	Water Level Control	$179,113	$40,000	$20,000.00	1	8/31/2025	8/24/2023	AG-05-2023	100%
Wright County Ag. & Drainage	Environmental Newsletter	$23,500	$13,865	$0.00	N/A	-	-		
Monticello Township	Erosion Control	$14,000	$11,000	$0.00	2	-	-		
		$380,849.50	$176,647	$120,000.00					

Amount Available:
The County Board will fund up to $120,000 annually to be allocated amongst project applicants, with a maximum per applicant of $40,000. Requests cannot exceed 80% of the total project cost.

2023 Summary:
Received and reviewed 7 applications, 5 applications recommended for funding

2024 Grant Year

Applicant	Project Description	Total Project Cost	Requested Funding	Recommended Funding	District	Grant Agreement Effective Date	Agreement Execution Date	Grant ID	Funds Cleared
Wright County Highway	Pit Reclamation	$10,000.00	$6,000.00	$6,000.00	2	8/31/2026	11/1/2024	AG-01-2024	0%
ISD 877	Native Grasses at Tatanka	$32,350.00	$25,880.00	$12,500.00	1	8/31/2026	3/5/2025	AG-02-2024	0%
City of Monticello	Prairie Restoration	$50,000.00	$35,000.00	$17,500.00	2	8/31/2026	10/28/2024	AG-03-2024	0%
Pulaski Lake Improvement District	Temporary Filtration System	$350,935.00	$40,000.00	$0.00	1	8/31/2026	-		
City of Otsego	Observation Well	$91,000.00	$40,000.00	$40,000.00	3	8/31/2026	10/31/2024	AG-04-2024	0%
		$443,376.00	$146,880.00	$76,000.00					

Amount Available:
The County Board will fund up to $80,000 annually to be allocated amongst project applicants, with a maximum per applicant of $40,000. Requests cannot exceed 80% of the total project cost.

2024 Summary:
Received and reviewed 5 applications, 4 applications recommended for funding

Grant Year	Total Project Cost	Ag Tax Funds Granted
2023	$49,998	$30,000.00
2023	$50,000	$30,000.00
2023	$44,215	$30,000.00
2023	$20,024.00	$10,000.00
2023	$179,113	$20,000.00
2024	$10,000.00	$6,000.00
2024	$32,350.00	$12,500.00
2024	$50,000.00	$17,500.00
2024	$91,000.00	$40,000.00
	$526,700	$196,000.00

WRIGHT COUNTY
MINNESOTA

Aggregate Material Production Tax Reserve Fund

BACKGROUND

This grant program is intended to help jurisdictions in Wright County complete projects that meet the County's objective of empowering the use of the land, property, and the environment while improving water quality. This grant aims to fund projects that will facilitate the restoration of abandoned aggregate pits or to provide an opportunity to help implement other unmet reclamation needs, conservation projects, or other environmental projects.

ELIGIBLE RECIPIENTS

Eligible recipients of this grant are county departments, cities, townships, school districts, and lake improvement districts (LIDs) within Wright County.

AMOUNT AVAILABLE

The County Board will fund up to $80,000 annually to be allocated amongst applicants, for projects, with a maximum per applicant of $40,000. Requests cannot exceed 80% of the total project cost. A maximum of $40,000 will be considered for annual reimbursement per applicant.

FUNDING CRITERIA

Under Minnesota Statute 298.75 Aggregate Material Removal; Production Tax provides a special reserve fund which is hereby established for expenditure for the restoration of abandoned pits, quarries, or deposits located within the county. If there are no abandoned pits, quarries, or deposits located within Wright County, this special reserve fund shall be used for any other unmet reclamation needs, conservation projects, or other environmental needs.

The Aggregate Tax Committee shall consider all facts from all sources before submitting a recommendation to reimburse the applicant with funds from the *Aggregate Material Removal, Production Tax Special Reserve Fund*. Its judgment shall be based upon the criteria set below. The Committee may approve the application if all of the following considerations are satisfied.

1. The proposed use of funds is not detrimental to or will not endanger the county's public health, safety, comfort, convenience, or general welfare.
2. The proposed use of funds will be harmonious with the general and applicable to specific objectives of the County's Comprehensive Land Use Plan and Ordinance.
3. Restorations will be designed, constructed, operated, and maintained to be compatible with the existing or intended character of the general vicinity and will not change the essential nature of the area.
4. The proposed project will not be hazardous or disturb current or future land uses.
5. The proposed project will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of significance within the County.
6. The finished rehabilitation shall restore the site to a condition whereby it can be utilized for the type of land use proposed to occupy the area after the project is completed.
7. The proposed reclamation must meet all specifications as outlined in the Wright County Zoning Ordinance.
8. The proposed use of funds meets the specifications outlined in MN Statute 298.75, Aggregate Material Removal, Production Tax.
9. The proposed project timeline is considered reasonable.
10. The project demonstrates a commitment to long-term sustainability by including provisions for ongoing monitoring and maintenance for a minimum of (10) ten years after completion of the project.
11. The applicant will provide a minimum of a 20% local match, in either "in-kind" Labor and Equipment or a cash match.
12. Within (30) thirty days, and not greater than (60) sixty of completion of the project, notice must be made to The Wright County Finance Director along with an invoice for reimbursement and association documentation for the requested funds.

WRIGHT COUNTY
MINNESOTA

Projects Related to Conservation or Environmental Needs:
Projects may include drinking water/wellhead protection, soil erosion, sedimentation reduction, restoration, protection, improvements to wildlife habitat, native prairies, forests, wetlands, environmental education, or projects that provide or improves access to nature-based environments.

TIMELINE

- June– Open Applications
- August 1st – Application Deadline
- August– Committee Review And Recommendations To County Board
- Projects Must Be Completed Within 24 Months Of Award Notice

GRANT AGREEMENT

Each applicant that receives a grant award must enter into a grant agreement with Wright County governing the terms and conditions for using the grant funds. A grant award is not final until the applicant has signed the grant agreement. Failure to return a signed grant agreement within 30 days after issuance may result in the cancellation of an award and redistribution of grant funds to other projects.

Wright County reserves the right to deny, modify, and approve, or approve only selected portions of any application. In making an award decision, the County will prioritize the highest-scoring projects and will emphasize projects that provide the greatest benefit as determined by the County. The County Board's decision on whether to approve a grant application and the grant award amount to be issued shall be final.

APPLICATION SUBMITTAL AND QUESTIONS

Wright County Taxpayer Services
3650 Braddock Avenue NE Ste 1400
Buffalo, MN 55313

Jessie Gadach - Assistant Director Taxpayer Services
Jessica.Gadach@wrightcountymn.gov

COMMITTEE MEMBERS

1. Kirby Moynagh - Wright County Commissioner
2. Tina Diedrick - Wright County Commissioner
3. Kevin Wilson, City of Cokato
4. Nancy Norsby, Rockford Township
5. Scott Peterson, Monticello Township
6. Scott Deckert - Wright County Planning and Zoning
7. Jessie Gadach - Wright County Taxpayer Services

WRIGHT COUNTY
MINNESOTA

Aggregate Special Reserve Fund
Application For Allocation - 2025

Date:	Name Of Applicant:
Parcel ID #:	Name Of Organization:
Property Address (If Applicable):	Phone: Email:
Property Owner (If Applicable):	Applicants Address:
Legal Description:	
Project Description and Justification (Pit Reclamation or for conservation or other environmental needs):	

WRIGHT COUNTY
MINNESOTA

Detailed Project Budget:
Detail Project Match (In-Kind or Cash):
Total Project Cost:
Amount Requested:
Proposed Project Schedule:

WRIGHT COUNTY
MINNESOTA

Aggregate Material Production Tax Reserve Fund

Once Reclamation Is Completed, The Parcel Will be Returned To (Select Which Applies):

- ☐ 1. Commercial
- ☐ 2. Agricultural
- ☐ 3. Residential
- ☐ 4. Natural Resource Lands
- ☐ 5. Other_____

Supplemental Application Materials:

- ☐ 1. Location map
- ☐ 2. Aerial Photo – with contours if possible
- ☐ 3. Site Plan, identifying focus areas, number of acres, slopes, materials, and plant selection. If a Reclamation, the plan should satisfy the requirements of Wright County Ordinance 155.100 (Mining and Extraction) Section F items 3, 4, and 5. These plans will be on file with Wright County Planning and Zoning, as adopted on May 2, 2023.
- ☐ 4. Maintenance Plan and Costs, how will this occur and be funded?

Signature of Applicant: _____ Date: _____

Signature of Owner: _____ Date: _____

FOR COUNTY USE ONLY:

Aggregate Tax Committee Recommendation:

_____
_____
_____
_____
_____
_____

Recommended Funding Allocation: $_____

Signature of Chair: _____ Date: _____

County Board Authorization To Proceed:

On (Day), (Month,) (Year), The Wright County Board of Commissioners hereby adopts the recommendation of the Wright County Aggregate Tax Committee, and the application is:

_____☐_____ Approved _____☐_____ Denied

Signature Chair of The Wright County Board: _____ Date: _____

Signature Wright County Administrator: _____ Date: _____

WRIGHT COUNTY
MINNESOTA

Scoring Criteria:

	Criteria For Reclamation Projects	**Max Points**
1	The Application Is For The Reclamation Of An Abandoned Pit As Defined in Article 1, Chapter 111 of the Wright County Ordinance	60 Points
2	Did The Applicant Demonstrate Sufficient Ability To Coordinate, Perform and Maintain Technical Components?	0 - 10 Points
3	Does The Project Result In Effective On-The-Ground Conservation Or Protection	0 - 10 points
4	Budget – Cost-Effectiveness Of The Project	0-10 points
5	Maintenance Plan – Did The Applicant Provide A Maintenance Plan Detailing Management Practices, Timelines (5 & 10 Year Plan), Monitoring, Costs, And Sustainability?	0 - 10 points
6	Bonus - The Applicant Provides More than a 20% Cash or In-Kind Match 1. 21 – 30% 2. 31 – 40% 3. 41% or more	 2 Points 5 Points 10 Points

	Criteria For Conservation or Environmental Needs	**Max Points**
1	Did The Applicant Have Sufficient Ability To Coordinate, Perform and Maintain Technical Components?	0 - 25 Points
2	Does the project result in effective on-the-ground conservation or protections	0 -10 Points
3	Budget – Cost-Effectiveness Of The Project	0 -10 Points
4	Maintenance Plan - Did The Applicant Provide A Maintenance Plan Detailing Management Practices, Timelines, Monitoring, Costs, And Sustainability?	0 -10 Points
5	Project Addresses – (If Meeting A Combination, Add All Priorities) 1. Drinking Water/Wellhead Protection 2. Soil Erosion, Sedimentation Reduction 3. Restoration or Improvements to Wildlife Habitat (Prairie, Forest, Wetlands, Lakes, Rivers) 4. Environmental Education 5. Access To Nature Based Environments	 0 -5 Points 0 -5 Points 0 -5 Points 0 - 5 Points 0 - 5 Points
6	The Applicant Provides More than a 20% Cash or In-Kind Match 1. 21 – 30% 2. 31 – 40% 3. 41% or more	 2 Points 5 Points 10 Points
7	Does the application have one or more partners (? Should there be a determination between funding and coordinating)	0 – 10 Points

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
○ RFBA ◉ Minutes Submission ○ Warrants Submission

Target Section
○ Consent Agenda ○ Timed Agenda
◉ Item for Consideration

Originator
JAE4296

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Minutes from the Joint Ditch 15 Special Meeting (5-29-2025)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes from the Joint Ditch 15 Special Meeting (5-29-2025)

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
05.29.2025 Special Meeting Joint Ditch 15 Minutes.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

JOINT DITCH AUTHORITY OF WRIGHT, MCLEOD, AND MEEKER COUNTIES

ACTING AS THE DRAINAGE AUTHORITY FOR JOINT DITCH 15

Paul Johnson	Meeker
Joseph Nagel	McLeod
Tina Diedrick	Wright
Darek Vetsch	Wright
Robert (Kirby) Moynagh III	Wright

DATE: MAY 29, 2025

DATE APPROVED:

	Members Present:	Darek Vetsch, Kirby Moynagh, Tina Diedrick (Remote), Paul Johnson (Meeker County – Remote)
	Members Absent:	Joseph Nagel (McLeod County)
	Others Present:	Matthew Detjen, Marc Mattice, Brian Lutes, Mason Coaty, Jared Otto, Brian Wold, Ryan Freitag (Remote), Connie Kurtzweg (Remote), Phillip Schmalz (Remote), Terry Johnson

I. Call to order – Ag Drainage Supervisor Matt Detjen started the meeting at 3:02 pm

II. Appoint Chair and Vice Chair

Leadership for 2025

1. **Chair**:
   - **Motion**: Commissioner Paul Johnson moved to appoint Commissioner Tina Diedrick as Chair for 2025.
   - **Seconded**: Commissioner Kirby Moynagh.
2. **Vice Chair**:
   - **Motion**: Diedrick moved to appoint Johnson Vice Chair for 2025.
   - **Seconded:** by Moynagh.

III. Special Meeting Notice Requirements – Wright, McLeod, and Meeker County Staff

Staff from Wright, Meeker, and McLeod Counties have completed all notice requirements for this special meeting, pursuant to Minnesota Statute 13D.04, Subd. 2.

IV. Minutes from Public Hearing on Partial Abandonment held on April 17, 2023

Detjen provided a brief review of the minutes from the Public Hearing on the Partial Abandonment, held on April 17, 2023. He also summarized the report prepared by Vatten Wetland Bank for the original petitioner, Terry Johnson.

Commissioner Johnson inquired about the due diligence conducted for Dave Sand. In response, Johnson confirmed that he had worked with Sand and that compensation would be provided accordingly.

V. Adopt the Findings and Order Granting the Petition for Partial Abandonment of Joint Ditch 15 Branch1

Approval to Adopt the Finding and Order Granting the Petition for Partial Abandonment of Joint Ditch 15 Branch 1

- **Motion**: Moynagh moved to move forward with granting the Petition for Partial Abandonment of Joint Ditch 15 Branch 1
- **Seconded by**: Commissioner Darek Vetsch
- **Outcome**: The motion carried unanimously, **4-0**, with Commissioner Joseph Nagel absent

VI. Adjourn

Meeting adjourned at 3:11 p.m.

Minutes submitted by Jenn Eggersgluss, Administrative Specialist

DRAFT

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
JAE4296

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve and Adopt Recommendations from the Revisors Workgroup (05-29-2025)

1. Public Hearing - A public hearing is proposed for June 24, 2025.
2. Registration Requirements - All registration applications or renewals registration must be submitted using official county-provided forms.
3. Penalty Structure - To align with tobacco fee regulations, the following penalty framework is recommended:

- First Violation: $500 fine
- Second Violation: $1,000 fine
- Third Violation: $1,500 fine
- Fourth Violation: Revocation of registration

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve and Adopt Recommendations from the Revisors Workgroup (05-29-2025)

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
05.29.2025 Revisors Workgroup Recommendations.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

RECOMMENDATIONS

REVISORS WORKGROUP

MAY 29, 2025

DATE APPROVED: DRAFT

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Kirby Moynagh	District 5

THESE RECOMMENDATIONS ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

I. Proposed changes to Cannabis Ordinance 25-2 Amendment Chapter 112

***RECOMMENDATION**:* The consensus of the workgroup was to bring forward for board approval:

1. **Public Hearing** – A public hearing is proposed for June 24, 2025.
2. **Registration Requirements** – All registration applications or renewals registration must be submitted using official county-provided forms.
3. **Penalty Structure** – To align with tobacco fee regulations, the following penalty framework is recommended:
    - **First Violation:** $500 fine
    - **Second Violation:** $1,000 fine
    - **Third Violation:** $1,500 fine
    - **Fourth Violation:** Revocation of registration

DRAFT

Recommendations submitted by Jenn Eggersgluss, Administrative Specialist

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
○ RFBA ◉ Minutes Submission ○ Warrants Submission

Target Section
○ Consent Agenda ○ Timed Agenda
◉ Item for Consideration

Originator
KAK4327

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Minutes from the Budget Committee of the Whole Meeting (6-3-2025)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes from the Budget Committee of the Whole Meeting (6-3-2025)

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
06-03-2025 Budget COTW Minutes_DRAFT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

MEETING MINUTES

BUDGET COMMITTEE OF THE WHOLE

JUNE 3, 2025

APPROVED [DRAFT]

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Kirby Moynagh	District 5

Members Present:	Tina Diedrick, Jeanne Holland, Kirby Moynagh, Nadine Schoen, Darek Vetsch
Others Present:	Shawna Athman, Matthew Fomby, Greg Kryzer, Brian Lutes, Marc Mattice, Lindsey Meyer, Clay Wilfahrt

I. CAPITAL IMPROVEMENT PLAN (CIP) REVIEW OF 2026 PROJECTS & 5-YEAR PROJECT PLAN DISCUSSION

At 10:31 a.m., County Administrator Greg Kryzer presented the CIP process and timeline. Department requests were due May 5, 2025. Staff recommendations will be presented to the board on July 22, 2025. Final funding approval by the board is scheduled for December 2025.

The committee discussed CIP project categories: new construction, asset preservation, equipment, and software. Department requests were due May 5, 2025. Historical funding trends from 2022–2025 and a five-year outlook were reviewed to support long-term planning. Requests beyond 2026 were shared for informational purposes.

The committee reached consensus on a 2026 CIP funding target of $3.125 million, plus $320,000 utilized for asset preservation over the previous year. Project evaluation priorities for staff were set as follows: 1. Asset Preservation, 2. New Construction, and 3. Equipment.

The meeting adjourned at 11:10 a.m.

RECOMMENDATION(S): Informational Only.

DRAFT

Minutes submitted by Kelly Kosloski, Administrative Specialist.

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
JAE4296

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve and Adopt Recommendations from the Revisors Workgroup Meeting (06-10-2025)
1. Workgroup recommended Ordinance 166 full removal and replacement with updated language
2. Workgroup recommended Ordinance 154 Subdivisions full removal and replacement with updated language
3. The consensus of the workgroup was to bring forward for board approval:
- Schedule a future public hearing for 155.112 Residential Backyard Chickens
- Revisions as recommended for 155.003(132) Sign, Dynamic
- Remove all interim provisions and implement a conditional use permit for 155.106

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve and Adopt Recommendations from the Revisors Workgroup Meeting (06-10-2025)

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (4)

Document Name	Attachment Type
06.10.2025 Revisors Workgroup Recommendations.docx	Attachment
155.059 PUD - Revisors.pdf	Attachment
154 - Subdivision Ord - Revisors.pdf	Attachment
25-xx - Chickens and others - Revisors.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

RECOMMENDATIONS

REVISORS WORKGROUP

JUNE 10, 2025

DATE APPROVED: DRAFT

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Kirby Moynagh	District 5

THESE RECOMMENDATIONS ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

I. Review Ordinance 166 PUD Standards areas of potential changes

A. Discuss Areas of Potential Change

***RECOMMENDATION**: Due to the outdated nature of Ordinance 166 Standards, the workgroup recommended Ordinance 166 full removal and replacement with updated language that reflects current standards, best practices, and legal requirements. The revised ordinance will be presented for review by the Revisor's Workgroup, ensuring alignment with contemporary needs and regulatory expectations.*

II. Review Ordinance 154 Subdivision Ordinances areas of potential changes

A. Discuss Areas of Potential Change

***RECOMMENDATION**: Due to the outdated nature of Ordinance 154 Subdivisions, the workgroup recommended Ordinance 154 Subdivisions full removal and replacement with updated language that reflects current standards, best practices, and legal requirements. The revised ordinance will be presented for review by the Revisor's Workgroup, ensuring alignment with contemporary needs and regulatory expectations.*

III. Ordinance Amendment Number 25-XX – Amendment to Chapter 155 - Zoning

***RECOMMENDATION**: The consensus of the workgroup was to bring forward for board approval:*

- *Schedule public hearing for 155.112 Residential Backyard Chickens*
- *Revisions as recommended for 155.003(132) Sign, Dynamic*
- *Remove all interim provisions and implement a conditional use permit for 155.106*

Recommendations submitted by Jenn Eggersgluss, Administrative Specialist

DRAFT

§ 155.059 PLANNED UNIT DEVELOPMENT (PUD).

(A) *Purpose.* The purpose of the Planned Unit Development District is: to encourage flexibility in the design and development of land in order to promote its appropriate use; to facilitate the adequate and economical provisions of streets and utilities; and to preserve natural and scenic qualities. The PUD District shall be an overlay district, however, it shall apply only to specific projects which have been approved through the procedures outlined herein. If any standards contained with Minn. Rules parts 6120.2500 or 6120.~~3800~~3900 are more restrictive than this chapter the stricter standards shall apply.

Commented [AO1]: Are these the MN Rules that still apply or have they changed since this was last adopted?

(B) *General standards.*

(1) Three types of PUD projects may be approved, dependent upon the primary zoning district and the standards outlined below.

(a) A standard PUD may include lands within any one, or more than one, primary zoning district.

(b) A rural PUD shall include lands only within the Agricultural/Residential (A/R) district.

(c) A resort conversion PUD shall include only lands which exist as a resort and lie within the Commercial Recreation Shorelands (S-3) District.

(2) Except in the case of a resort conversion, every PUD District must contain a minimum of 20 acres of contiguous land to be treated as a unified project.

(3) In addition to the general standards for zoning amendments in § 155.028 of this chapter, the Planning Commission may recommend the establishment of a PUD district only if it finds that the proposal satisfies the following criteria:

(a) The planned unit development is consistent with the Comprehensive Plan of the County;

(b) The planned unit development is an effective and unified treatment of the development possibilities on the project site and the development plan provides for the preservation of unique natural amenities such as streams, stream banks, wooded cover, rough terrain and similar areas; and

(c) The planned unit development can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site.

(d) For a planned unit development containing shoreland frontage, commonly owned lots must not contain shoreland frontage, except on lakes classified as General Development and containing more than 500 acres of surface area.

(C) *Number of units.*

(1) *Standard planned unit development.*

(a) In the planned unit development, the number of dwelling units proposed for the entire site shall not exceed the total number permitted under the density control provisions of the zoning district(s) in which the land is located. If the planned unit development is in more than one zoning district, the number of allowable dwelling units must be separately calculated for each portion of the planned unit development that is in a separate zone, and must then be combined to determine the number of dwelling units allowable in the entire planned unit development.

(b) The Planning Commission shall determine the number of dwelling units which may be constructed within the planned unit development by dividing the net acreage of the project area by the required lot area per dwelling unit which is required in the district which the planned unit development is located. The net acreage shall be defined as the project area less the land area dedicated for public streets. Fractional results shall be rounded to the nearest whole number.

Commented [AO2]: What decimal place is used for rounding purposes? Is 12.499 for example rounded down to 12?

(2) *Rural planned unit development.* For a rural planned unit development, the number of dwelling units shall be determined by multiplying the gross acreage of the project area by six-fortieths. Fractional results shall be rounded to the nearest whole number. Multi-family structures shall not be permitted in a rural PUD.

Commented [AO3]: Same as comment above, what decimal place is used for rounding?

(3) *Resort conversion planned unit development.* For a resort conversion planned unit development, the number of dwelling units shall not exceed the number of dwellings or rental units (excluding campsites) which legally exist at the resort prior to the conversion. The conversion must also comply with all state Department of Natural Resource standards and provide proof of ability to meet all state and local sewage treatment standards.

(D) *Coordination with Ch. 154 of this code of ordinances.*

(1) It is the intent of this chapter that subdivision review under Ch. 154 of this code of ordinances be carried out simultaneously with the review of a planned development under this chapter of the zoning ordinance. All PUD proposals must be platted.

(2) The plans required under this section must be submitted in a form which will satisfy the requirements of Ch. 154 of this code of ordinances for the preliminary and final plats required under those regulations.

(E) *Variances.* It is the intent of this section, planned unit development, to provide a means to allow variances from the provisions of this chapter including lot sizes, setbacks, height and similar regulations not including parking requirements, off-street loading, necessary landscaping and the like. Variances may be granted for the planned unit developments under the following conditions.

(1) Certain regulations contained in this chapter may not realistically apply to the proposed development due to its unique nature.

(2) The variances, if granted, would be fully consistent with the general intent and purpose of this chapter.

(3) The planned unit development would produce development of equal or superior quality to that which would result from strict adherence to the provision of this chapter.

(4) The variances will not constitute a threat to the property values, safety, health and general welfare of the owners or occupants of adjacent or nearby land, nor be detrimental to the health, safety, morals and general welfare of the people of the county.

(5) It shall be determined that the variances are required for a reasonable and practical physical development according to a comprehensive development plan and are not required solely on the basis of financial considerations.

(6) Except in the case of a resort conversion, or when a community water and sewer system will be provided, lot sizes shall meet or exceed the minimum standards set forth for the Urban/Rural Transition (R-1) Zone.

(F) *Procedure; establishment of PUD.*

(1) General procedures for the establishment of a PUD district shall be the same as for rezoning and may be applied for concurrently with a rezoning request, as outlined in § 155.028 of this chapter. In addition, applications for the establishment of a PUD District shall be accompanied by an outline development plan.

(2) An outline development plan must include both maps and written statements, and must show enough of the area surrounding the proposed planned unit development to demonstrate the relationship of the planned unit development to adjoining uses.

(3) The maps which are part of the outline development plan may be in general schematic form, and must contain the following information:

(a) The general topographic character of the land;

(b) Existing and proposed land uses and the approximate location ~~of buildings,~~ lots, utilities and unique development features of the site;

(c) The location of existing and proposed roads; and

(d) Public uses, including schools, parks, playgrounds and other open spaces.

(4) The written statement to accompany the outline development plan must contain the following information:

(a) An explanation of the character of the planned development and the manner in which it has been planned to take advantage of the planned development regulations;

(b) A statement of the present ownership of all of the land included within the planned development;

(c) A general indication of the expected schedule of development including progressive phasing and time schedules;

(d) A statement of preliminary approval from the township board, which indicates that any proposed roads will be accepted as township roads; and

(e) Proposed uses and ownership of undeveloped land and common open space.

(5) After review by the Planning Commission, the outline development plan shall be submitted to the County Board for its final decision on establishment of the PUD District.

(G) *Procedure; preliminary ~~development plan~~plat approval.*

(1) General procedures for the approval of a preliminary ~~development plan~~plat shall be the same as for the approval of a conditional use permit for a preliminary plat, as outlined in Ch. 154 of this code of ordinances and § 155.029 of this chapter. If more than 90 days elapses between the establishment of the PUD District and approval of a preliminary ~~development plan~~plat, the ~~Planning Commission~~Zoning Administrator may order renotification of nearby property owners before final approval.

(2) The preliminary ~~development plan~~plat must include all of the following information, in addition to that required for a preliminary plat, as specified in Ch. 154 of this code of ordinances:

(a) Proposed uses and location of common open space and restricted lands;

(b) Areas proposed to be conveyed, dedicated or reserved for parks, parkways, playgrounds, public buildings and similar public and semi-public uses;

(c) A plot plan for each building site and common open area, showing the approximate location of all buildings, structures and improvements;

(d) Elevation and perspective drawings for all proposed structures and improvements except single-family residences and their accessory buildings;

(e) A development schedule indicating:

1. The approximate date when construction of the project can be expected to begin;

2. The stages in which the project will be built and the approximate date when construction of each stage can be expected to begin;

3. The approximate dates when the development of each of the stages in the development will be completed; and

4. The area and location of common open space that will be provided at each stage.

(f) Agreements, provisions or covenants which govern the use, maintenance and continued protection of the planned unit development and any of its common open areas or restricted lands; and

Commented [BR4]: We typically do not see this until prior to final plat (after preliminary plat approval).

(g) Any other plans or studies determined necessary by the Planning Commission to protect the public health, safety or welfare.

(3) In its final approval of a preliminary ~~development plan~~plat, the Planning Commission may include conditions which must be met before approval of a final ~~development plan~~plat, and also conditions which are permanent. Only the permanent conditions need be recorded.

(H) *Final ~~development plan~~Plat.*

(1) A final ~~development plan~~plat shall be submitted which meets the same requirements ~~as a final plat~~as specified in Ch. 154 of this code of ordinances.

Commented [AO5]: Double spaced between (H)(1) and (H)(2). I will delete it in this document but not sure how that would transfer to your final copy to present.

(2) If no final ~~development plan~~plat is submitted within six months of approval of the preliminary ~~development plan~~plat, the ~~Planning Commission~~Zoning Administrator may ~~revoke~~ require a new approval of the preliminary ~~development plan~~plat by the Planning Commission.

(3) The final ~~development plan~~plat shall comply in all respects with the approved preliminary ~~development plan~~plat. Changes in the approved preliminary ~~development plan~~plat shall require an amended conditional use permit.

(4) Roads and other improvements, including improvements to common open spaces, must be completed prior to recording the final development plan, unless adequate financial guarantees are provided to the county or township, in accord with Chapter 154 of this Code of Ordinances.

(5) After recording the final ~~development plan~~plat, no alterations of the approved preliminary ~~development plan~~plat may be made by the developer unless approved by the Planning Commission. Minor changes in the siting of single-family dwellings and accessory structures may be approved by the Zoning Administrator.

(I) *Common open space.*

(1) Except for the establishment of restricted lands in a rural planned unit development, as provided in division (J) below, all lands shown on the preliminary ~~development plan~~plat as common open space must be conveyed under one of the following options. Under no circumstances may lands used to calculate the number of units be transferred or used for any purpose not included in the approved preliminary ~~development plan~~plat.

(a) It may be conveyed to a public agency which will agree to maintain the common open space and any buildings, structures or improvements which have been placed on it.

(b) It may be conveyed to trustees provided in an indenture establishing an association or similar organization for the maintenance of the planned development. The common open space must be conveyed to the trustees subject to covenants to be approved by the Planning Commission which restrict the open space to the uses specified on the preliminary ~~development plan~~plat, and which provide for the maintenance of the common open space in a manner which assures its continuing use for its intended purpose.

(c) Transferred as a fractional interest to each of the buildable lots.

(2) The following standards shall be used by the Planning Commission to review the provision of common open spaces.

(a) The location, shape, size and character of the common open space must be suitable for the planned development.

(b) Common open space must be used for amenity or recreational purposes. The uses authorized for the common open space must be appropriate to the scale and character of the planned unit development, considering its size, density, expected population, topography and the number and type of dwellings to be provided.

(c) Common open space must be suitably improved for its intended use, but common space containing natural features worthy of preservation may be left unimproved. The buildings, structures and improvements which are permitted in the common open space must be appropriate to the uses which are authorized for the common open space and must conserve and enhance the amenities of the common open space having regard to its topography and unimproved condition.

(d) The development schedule which is part of the preliminary ~~development plan~~plat must coordinate the improvement of the common open space, the construction of buildings, structures and improvements in the common open space, and the construction of residential dwellings in the planned unit development.

(e) If the preliminary ~~development plan~~plat provides for buildings, structures or improvements in the common open space, the developer must provide a bond or other adequate assurance that the buildings, structures and improvements will be completed.

(J) *Restricted lands.*

(1) In general, the creation of restricted lands shall be for the purpose of preserving productive agricultural land while providing for the clustering of residential sites on non-productive land. Such use will only be permitted within a rural PUD.

(2) (a) Unlike common open space, restricted lands used to calculate the number of units may be transferred and/or used for private purposes unrelated to the PUD.

(b) However, restricted lands may not be further developed for residential or commercial uses, ~~but~~ shall be strictly limited to agricultural or open space uses, but may contain an existing farmstead dwelling and accessory buildings.

(c) Reasonable restrictions upon such lands shall be stated by the Planning Commission at the time of preliminary ~~development plan~~plat approval and said restrictions shall be recorded with the final ~~development plan~~plat.

(3) Alteration or removal of the conditions and restrictions on restricted lands may only be enabled through rezoning the property. Because said restrictions are an integral part of the rural PUD approval, said rezoning may only take place after the Planning Commission and the County Board make the following findings.

(a) The land use plan for the area has been changed in a manner which allows for more intensive development.

(b) The character of the area has substantially changed in a manner which invalidates the reasons for original establishment of the rural PUD.

(Ord. 18-4, passed 6-19-2018)

CHAPTER 154: SUBDIVISIONS

Section

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GENERAL PROVISIONS

§ 154.01 PREAMBLE.

This chapter establishes regulations for the subdivision and platting of land within the county and without boundaries of municipalities, defining certain terms used herein, providing for the preparation of plats, providing for the installation of streets, road and other improvements; establishing procedures for the approval and recording of plats; and providing penalties for violation of this chapter.

(Ord. passed 12-11-1979)

§ 154.02 TITLE.

This chapter shall be known as the "Subdivision Ordinance of Wright County", and will be referred to herein as "this chapter".

(Ord. passed 12-11-1979)

§ 154.03 PURPOSE AND INTENT.

(A) This chapter is enacted for the following purposes:

(1) To safeguard the best interests of the county;

(2) To assist the subdivider in harmonizing his or her interests with those of the county at large, as well as with those of the local municipalities located within the county;

(3) To prevent piecemeal planning of subdivisions, undesirable, disconnected patchwork of pattern and poor circulation of traffic;

(4) To correlate land subdivisions with the County Comprehensive Plan; to secure the rights of the public, with respect to public lands and waters; to improve land records by establishing standards for surveys and plats;

(5) To discourage inferior development which might adversely affect property values; and

(6) To establish subdivision development of standards compatible with affected municipalities and townships within the county.

(B) It is the purpose and intent of this chapter to make certain regulations and requirements for the platting of land in the county pursuant to "An Act Authorizing County Planning and Zoning Activities; Establishing a Board of Adjustment, Authorizing the Enactment of Official Controls, and Providing Penalties for Violation Thereof", passed by the Legislature of the state, Ch. 559, Laws of 1959 as amended, which regulations the Board of County Commissioners deems necessary for the health, safety and general welfare of the county.

(Ord. passed 12-11-1979)

§ 154.04 JURISDICTION.

The regulations herein governing plats and the subdivision of land shall apply to all the areas of the county lying outside the incorporated limits of municipalities, except within other areas where there is an agreement between the township, the city or the county for the subdvision of land.~~.~~

(Ord. passed 12-11-1979)

§ 154.05 APPLICATION.

(A) Any plat, hereafter made, for each subdivision or each part thereof lying within the jurisdiction of this chapter, shall be prepared, presented for approval and recorded as herein prescribed. The regulations contained herein shall apply to the subdivision of a lot, tract or parcel of land into two or more lots, tracts or other division of land for the purpose of sale or of building development, whether immediate or future, including the re-subdivision or replatting of land or lots.

§ 154.051 EXEMPTIONS

(~~B~~A) Division of land in tracts larger than 40 acres in area and 300 feet in width where the remainder is not less than 40 acres shall be exempt from the requirements of this chapter.

(B) Divisions of land as outlined in 155.048 (G)

Commented [SD1]: Do we want to add elsewhere in this document the process for doing entitlement divisions?

(C) Divisions of land for public purposes, such as the transfer of small parcels to governmental units in case of encroachments, road right-of-way or utility easements.

(D) Cemeteries. Subdivisions creating cemetery lots.

(Ord. passed 12-11-1979)

§ 154.06 APPROVAL NECESSARY FOR ACCEPTANCE OF SUBDIVISION PLATS; REVIEW.

(A) Before any plat shall be recorded or be of any validity, it shall be reviewed by the County Planning Commission and approved by the Board of County Commissioners as having fulfilled the requirements of this chapter, ~~except the Planning Commission shall review and approve all subdivisions of land, less than 40 acres made by metes and bounds description.~~

Commented [SD2]: This seems wrong

(B) Any proposed plat lying within two miles of any municipality within the county shall also be submitted to and reviewed by said municipality. Any proposed plat lying within any county township, or townships, shall also be submitted to, reviewed and commented on by said township or townships.

(Ord. passed 12-11-1979)

§ 154.07 SUBMITTAL OF PLATS AND METES AND BOUNDS DIVISIONS; APPROVAL.

(A) Proposed plan.

(1) Prior to the filing of an application for conditional approval of the preliminary plat, the subdivider shall submit for review with the Zoning Administrator, subdivision proposed plans which shall contain the following information: tract boundaries, north point, description of nature and purpose of tract, proposed land uses for tract, existing land uses of adjacent tracts, streets on and adjacent to the tract, proposed general street layout, proposed general lot layout and significant topographical and physical features as are determined necessary by the Zoning Administrator.

(2) Such proposed plans will be considered as submitted for informal and confidential discussion between the subdivider and the Zoning Administrator. Submission of a subdivision proposed plan shall not constitute formal filing of a plat with the Commission.

(3) As far as may be practical on the basis of a proposed plan, the Zoning Administrator will informally advise the subdivider as promptly as possible of the extent to which the proposed subdivision conforms to the design standards of this chapter and will discuss possible plan modifications necessary to ensure conformance.

(B) Preliminary plat; procedure.

(1) Approval of the County Planning Commission:

(a) All submittals and notifications of preliminary plats must follow the procedures as specified in 155.029 (C). One hard copy and one digital copy of the proposal must be provided with the Planning Commission application form and associated fees. ~~Ten copies of the preliminary plat shall be submitted to the County Planning Commission at least 21 days prior to the Planning Commission meeting at which consideration is requested.~~ The County Planning Commission shall hold a public hearing on said preliminary plat. ~~The notice of the public hearing shall be sent to the property owners within 500 feet. It shall not be necessary to notify property owners in cities. Notice shall also be sent to the township board or boards and municipalities within two miles at least ten days prior to the hearing date. Public notice shall consist of a general description of the proposal, the time, date and place of hearing. The applicant must provide the tax parcel number or numbers.~~

1. For the purpose of notification, ~~ownership of property within the previously described required distance shall be provided by the applicant and shall be certified as being correct. The owner, as herein defined, shall be the fee owner or contract purchaser. T~~the Planning Commission shall act on each plat in accord with MN Statutes 15.99 and Chapter 155 of the Wright County Code of Ordinances. ~~thereof submitted within 90 days of date of submission, or such time as mutually agreed by the applicant; failure to act shall be deemed as approval. In case the plat is disapproved within 45 days, the subdivider shall be notified of the reason for such action and what requirements will be necessary to meet the approval of the Planning Commission.~~

~~2. Approval or disapproval of the preliminary plat shall be conveyed to the subdivider in writing within 45 days after the meeting of the Planning Commission at which such plat was considered.~~

(b) ~~In case the plat is disapproved, the subdivider shall be notified of the reason for such action.~~ The approval of the preliminary plat does not constitute an acceptance of the subdivision, but is deemed to be an authorization to proceed with the final plat. This approval of the preliminary plat shall be effective for a period of six months, unless an extension is granted by the Planning Commission. The subdivider may file a final plat limited to such portion of the preliminary plat which he or she proposed to record and develop at the time; provided that, such portion must conform to all requirements of this chapter. If some portion of the final plat has not been submitted for approval within this period, a preliminary plat must again be submitted to the Planning Commission for approval.

(2) The preliminary plat shall be submitted to the County Commissioner, or Commissioner of the district or districts in which the subdivision is located and the township board, or boards, in which the subdivision is located, for review at least ten days prior to the public hearing.

(3) The preliminary plat shall be submitted to any municipality within two miles of the plat, for review at least ten days prior to the public hearing.

(4) The preliminary plat shall be submitted to the utility or power company for review of utility easements, at least ten days prior to the public hearing.

(5) The County Surveyor and Highway Engineer shall submit a report to the County Planning Commission concerning the feasibility of the proposed plat and its conformance. In the case where the County Surveyor is submitting the preliminary plat, the report shall be submitted either by the County Highway Engineer or other qualified person selected by the County Planning Commission.

Commented [SD3]: Preliminary plat should be submitted to the appropriate township if on a township road and if a new township road is created.

(6) The preliminary plat shall be submitted to the Park Board Chairperson and to the Park Board representative.

Commented [SD4]: Should this be parks department?

(7) The preliminary plat shall be accompanied by a fee to be submitted to the ~~Zoning Administrator~~ Planning and Zoning office as established by the County Board. Such fee is to be used for the expense of the county in connection with the review, inspection, approval or disapproval of said plat.

(8) The land survey shall certify conformance to design standards for both preliminary and final plats.

(9) Unless connected to city sewer, all proposed dwelling lots must have a minimum of two soil treatment and dispersal areas that can support trenches, seepage beds, mounds and at-grade systems as described in MN rules parts 7080.2200 through 7080.2230 and 7080.2260 or site conditions described in MN Rules part 7081.0270, subparts 3 through 7. Verification by soil borings located on a plan must be submitted establishing that this requirement can be met. ~~Percolation tests are required on each soil type of building site groups three through eight within the proposed platted area. The soil types will be determined from the Wright County Soils Survey Atlas done by the Soils Conservation Service. The location and number of percolation tests may be reduced only at the direction of the County Sanitarian.~~

(C) Final plat.

(1) Procedure. After the preliminary plat has been approved, the final plat may be submitted for approval as follows.

(a) Examination and approval by the County Surveyor.

1. A copy of the final plat, in preliminary form, shall be submitted to the County Surveyor for examination and approval. The County Surveyor shall examine the plat for conformance to county requirements and state statutes.

2. The owner of the plat shall be charged a fee for such service, in accordance with a schedule established by the County Board of Commissioners.

(b) Approval of the County Planning Commission. The final plat shall be submitted to the County Planning Commission at least ten days prior to a Planning Commission meeting at which consideration is requested. The Planning Commission shall act on each plat submitted within 60 days of submission; failure to act shall be deemed as approval. In case the plat is disapproved, the subdivider shall be notified of the reason for such action and what requirements shall be necessary to meet the approval of the Planning Commission.

Commented [SD5]: Do we follow this?

Commented [SD6]: Just follow 15.99

(c) Approval of the County Board.

1. After review and approval of the final plat by the Planning Commission, such final plat, with the recommendations of the Planning Commission, shall be submitted to the County Board for action. The County Board shall act on each plat, recommended by the Planning Commission, within 60 days after submission to the County Board.

2. If accepted, the final plat shall be approved by resolution, which resolution shall provide for the acceptance of all streets, roads, alleys, easements or other public ways, and parks, or other open spaces dedicated to public purposes. If disapproved, the grounds for refusal to approve a plat shall be set forth in the proceedings of the Board and reported to the subdivider applying for such approval.

(2) Fees. The final plat shall be accompanied by all fees established by these regulations, all fees to be submitted to the ~~County Zoning Administrator~~ County Planning and Zoning Office.

(D) Plat approval.

(1) Each subdivision plat or registered land survey plat or condominium plat must be approved by the County Surveyor before recording.

(2) The proprietor of the subdivision plat or registered land survey plat or condominium plat shall be charged a fee for the review and approval in accordance with a schedule established by resolution of the Board of County Commissioners.

(Ord. passed 12-11-1979; Ord. 89-1, passed 12-5-1989)

§ 154.08 COMPLIANCE.

No plat of any subdivision shall be entitled to record in the County Recorder's office, or have any validity until the plat thereof has been prepared, approved and acknowledged in the manner prescribed by this chapter.

(Ord. passed 12-11-1979)

§ 154.09 BUILDING PERMITS.

No building permit shall be issued by the county for the construction of any building, structure or improvement to the land or to any lot in a subdivision, as defined herein, until all requirements of this chapter have been complied with.

(Ord. passed 12-11-1979)

§ 154.10 RULES.

For the purpose of this chapter, words used in the present tense shall include the future; words in the singular shall include the plural, and the plural the singular; and the word "shall" is mandatory and not discretionary.

(Ord. passed 12-11-1979)

§ 154.11 DEFINITIONS.

For the purpose of this chapter, the following definitions apply unless the context clearly indicates or requires a different meaning.

(A) ALLEY. A public right-of-way which affords a secondary means of access to abutting property.

(B) BLOCK. An area of land within a subdivision that is entirely bounded by streets, or by streets and the exterior boundary or boundaries of the subdivision, or a combination of the above with a river, stream or lake.

(C) COUNTY. The County of Wright.

(D) COUNTY BOARD. The Board of County Commissioners of Wright County.

(E) COUNTY PLANNING COMMISSION. The Wright County Planning Commission.

(F) COMPREHENSIVE PLAN. The group of maps, charts and texts that make up the comprehensive long-range plan for the county.

(G) DEDICATION. The contribution of property or of money to the governing body. Said property is forever vacated by the dedicators or their successors.

(H) DESIGN STANDARDS. The specifications to landowners or subdividers for the preparation of plats, both preliminary and final, is indicating among other things, the optimum, minimum or maximum dimensions of such items as rights-of-ways, blocks, easements and lots.

(I) EASEMENT. A grant by a property owner for the use of a strip of land for the purpose of constructing and maintaining utilities, including, but not limited to, sanitary sewers, water mains, electric lines, telephone lines, private right-of-way, storm sewer or storm drainage ways and gas lines.

(J) FINAL PLAT. A drawing or map of a subdivision, meeting all the requirements of the county and the state statutes regarding the platting of land and in such form as required for the purposes of recording.

(K) HIGHWAY. Any public road, thoroughfare or vehicular right-of-way with a federal or state numerical route designation; any public thoroughfare or vehicular right-of-way with a county numerical route designation.

(L) HIGHWAY, MAJOR INTERCITY AND REGIONAL. State and federal highway routes within the county.

(M) HIGHWAY, PRINCIPAL ARTERIAL. The principal county highways; such arterial highways inter-connect communities within the county and adjoining counties, and carry traffic between principal land use districts within the county.

(N) HIGHWAY, MINOR ARTERIAL. The secondary county highways; such highways carry traffic between land use districts, but also provide ready access to private properties.

~~(O) LOT OF RECORD. A deed which has been recorded with the County Recorder.~~

(P) PARKS AND PLAYGROUNDS. Public lands and open spaces in the county dedicated or reserved for recreation purposes.

(Q) PERCENTAGE OF GRADE. On street center line, means the distance vertically (up or down) from the horizontal in feet and tenths of a foot for each 100 feet of horizontal distance.

(R) PEDESTRIAN WAY. A public or private right-of-way across a block or within a block to provide access for pedestrians and which may be used for the installation of utility lines.

(S) PRELIMINARY PLAT. A tentative drawing or map of a proposed subdivision meeting the requirements herein enumerated.

(T) PROTECTIVE COVENANTS. Contracts made between private parties as to the manner in which land may be used, with the view of protecting and preserving the physical and economic integrity of any given area.

(U) ROAD. A public right-of-way affording primary access by pedestrians and vehicles to abutting properties, whether designated as a street, highway, thoroughfare, parkway, road, avenue, boulevard, place or however otherwise designated.

(V) ROAD, CUL-DE-SAC. A minor street or road with only one outlet and having an appropriate terminal for the safe and convenient reversal of traffic movement.

(W) ROAD WIDTH. The shortest distance between lines of lots delineating the road right-of-way.

(X) SUBDIVIDER. An individual, firm, association, syndicate, co-partnership, corporation, trust or other legal entity having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under this chapter.

(Y) SUBDIVISION. The dividing of any parcel of land into two or more parcels.

(1) PLATTED SUBDIVISION. Any resultant parcel ~~is~~ less than five acres in area and less than 300 feet in width and the subdividing was done for the purpose of transfer of ownership to effectuate building development or if a new street or road is involved, regardless of the size of the parcel and/or its width. ~~,~~ Ssuch parcels must be platted in accordance with the terms and procedures of this chapter. Divisions made in accord with

Commented [SD7]: These definitions are also in the zoning ordinance btw.

Chapter 155.048(G) of the Wright County Code of Ordinance shall be exempt from platting, unless a new street or road is involved.

(2) UNPLATTED SUBDIVISION. A division of any parcel of land into two or more parts wherein all parts are at least five acres and have at least 300 feet in width and frontage on an existing public road. Ingress and egress easements of any type shall not be construed as public roads. These do not require platting, but shall be zoned for the appropriate use.

(Z) TANGENT. A straight line that is perpendicular to the radius of a curve where a tangent meets a curve.

(AA) VERTICAL CURVE. The surface curvature on a road or highway center line located between lines of different percentage of grade.

(Ord. passed 12-11-1979)

Definitions to be added?

Lot.

Metes and Bounds

Registered Land Surveys

§ 154.12 EXCEPTIONS.

(A) The Planning Commission may recommend an exception to the provisions of this chapter when, in its opinion, undue hardship may result from strict compliance. In granting an exception, the Commission shall prescribe any conditions that it deems necessary to or desirable for the protection of the public interest. In making its findings, as required herein below, the Planning Commission shall take into account the nature of the proposed use of land and the existing use of land in the vicinity, the number of persons who reside or work in the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity.

Commented [SD8]: This is where we get our "waiver" of platting requirements.

(B) No exception shall be granted unless the Planning Commission finds:

(1) There are special circumstances or conditions affecting said property such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land. Metes and Bounds divisions of scattered sites is permitted at the discretion of the Planning Commission and must be consistent with other property divisions in the area;

(2) The exception is necessary for the preservation and enjoyment of a substantial property right of the petitioner; and

(3) The granting of the exception will not be detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

(Ord. passed 12-11-1979)

§ 154.13 REGISTERED LAND SURVEYS.

~~It is the intention of this chapter that all registered land surveys in the county shall be presented to the Planning Commission in the form of a preliminary plat in accordance with the standards set forth in this chapter for preliminary plats and that the Planning Commission shall first approve the arrangements, sizes and relationship of proposed tracts in such registered land surveys, and that tracts to be used as easements or roads should be so designated. Unless such approvals have been obtained from the Planning Commission, the County Board and the County Surveyor in accordance with the standards set forth is this chapter, building permits will be withheld for buildings on tracts which have been so subdivided by registered land surveys and the county may refuse to take over tracts as streets or roads, or to improve, repair or maintain any such tracts unless so approved.~~ All registered land surveys under the jurisdiction of this chapter shall be subject to the same procedure as required for the filing and approval of a plat. The standards and requirements in this chapter shall apply to registered land surveys and all the restrictions contained in this section shall apply to registered land surveys.

(Ord. passed 12-11-1979)

§ 154.14 CONVEYANCE BY METES AND BOUNDS FOR BUILDING DEVELOPMENT PURPOSES; LESS THAN FIVE ACRES.

(A) The regulations established by this section are for the purpose of providing for the reasonable regulation of conveyance by metes and bounds descriptions, thereby promoting greater efficiency in the county offices having responsibilities relating to the conveyance of land and to promote the purpose set forth in M.S. § 272.19, as it may be amended from time to time.

(B) No conveyance of land to which the regulations are applicable shall be filed or recorded if the land is described in the conveyance by metes and bounds or by reference to an unapproved registered land survey made after 6-4-1971, or to an unapproved plan made after such regulations have become effective. The foregoing provision does not apply to a conveyance if the land described:

(1) Was a separate parcel of record on the date of adoption of subdivision regulations under M.S. §§ 394.21 to 394.37, as they may be amended from time to time;

(2) Was the subject of a written agreement to convey entered into prior to such time; or

(3) Was a separate parcel of not less than five acres and having a width of not less than 300 feet; and

(4) Has been zoned for a residential use and approved by the County Board and a conditional use permit approved by the Planning Commission.

(5) Is a subdivision as outlined in chapter 155.048 (G)

(C) Building permits shall be withheld for buildings on tracts which have been subdivided and conveyed by the metes and bounds method, except as set out in division (B) above.

(D) The county and townships may refuse to take over tracts as streets or roads or to improve, repair or maintain any such tracts.

(Ord. passed 12-11-1979)

§ 154.15 EFFECTIVE DATE.

This chapter was in full force and effect from and after its passage according to law.

(Ord. passed 12-11-1979)

DESIGN STANDARDS

§ 154.30 BLOCKS.

(A) Block length.

(1) In general, intersecting streets and roads, determining block length, shall be provided at such intervals as to serve cross-traffic adequately and to meet existing streets and roads. Where no existing plats control, the blocks in residential subdivisions shall normally not exceed 1,320 feet in length, except where topography or other conditions justify a departure from this maximum. In blocks longer than 800 feet, pedestrian ways and/or easements through the block may be required near the center of the block.

(2) Blocks for business or industrial use should normally not exceed 600 feet in length.

(B) Block width. The width of the block shall be sufficient to allow two tiers of lots. Blocks intended for business or industrial use shall be of such width as to be considered most suitable for their respective use, including adequate space for off-street parking and deliveries.

(Ord. passed 12-11-1979)

§ 154.31 LOTS.

(A) The minimum lot area, lot width and lot depth shall conform to the requirements of the zoning district in which the plat is situated as required by Ch. 155 of this code of ordinances.

(B) Corner lots for residential use shall have additional width to permit appropriate building setback from both roads as required by Ch. 155 of this code of ordinances.

(C) Side lines of lots shall be approximately at right angles to road or street lines or radial to curved road or street lines.

(D) Double frontage lots shall be avoided, except where lots back on a highway or other arterial road, or where topographic or other conditions render subdividing otherwise unreasonable. Such double frontage lots shall have an additional depth of at least ten feet in order to allow space for screen planting along the back lot line.

(E) Every lot must have the minimum required frontage on a public dedicated road or street other than an alley, except in planned unit developments. On curvilinear streets, the required frontage may be measured at the building setback line.

(Ord. passed 12-11-1979)

§ 154.32 ROADS, HIGHWAYS, STREETS AND ALLEYS.

Commented [SD9]: This whole section seems to be overly prescriptive for what we actually do. I think this could be reduced to say something like "all roads built shall be subject to the governing road authority for construction standards and layout".

(A) Arrangement. The arrangement of highways shall conform as nearly as possible to the County Comprehensive Plan. Except for cul-de-sacs, roads and streets normally shall connect with roads and streets already dedicated in adjoining or adjacent subdivisions, or provide for future connections to adjoining unsubdivided tracts, or shall be a reasonable projection of roads in the nearest subdivided tracts. The arrangement of highways shall be considered in their relation to the reasonable circulation of traffic, to topographic conditions, to runoff storm water, to public convenience and safety and in their appropriate relation in the proposed uses of the area to be served.

(B) Local Streets. Local roads and streets should be so planned as to discourage their use by non-local traffic. Dead-end streets and roads shall be avoided where possible ~~prohibited, but.~~ Ceul-de-sacs or approved "Tee" will be permitted where topography or other conditions justify their use. ~~Cul-de-sacs shall not be longer than 500 feet, including a terminal turn-around which shall be provided at the closed end, with an outside curb radius of at least 60 feet and a right-of-way radius of not less than 66 feet or an approved "Tee".~~

(C) Future Streets. Where the plat ~~to be submitted~~ includes only part of the tract owned or intended for development by the subdivider, a tentative plan of a proposed future street and road system for the unsubdivided portion shall be prepared and submitted by the subdivider.

(D) Ghost Platted Streets. When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the logical openings of

future roads and appropriate resubdivision, with provision for adequate utility connections for such resubdivision.

(E) Intersection Design. Under normal conditions, roads shall be designed so as to intersect as nearly as possible at right angles, except where topography or other conditions justify variations. Under normal conditions, the minimum angle of intersection of roads shall be 80 degrees. Road intersection jogs with an offset of less than 200 feet shall be avoided.

(F) Frontage Roads. Wherever the proposed subdivision contains or is adjacent to the right-of-way of a county, state or federal highway, provision shall be made for a marginal access street or road approximately parallel and adjacent to the boundary of such right-of-way, or for a road at a distance suitable for the appropriate use of land between such road and right-of-way. Such distance shall be determined with due consideration for the minimum distance required for approach connections to future grade separations, or for lot depths. In platted subdivisions, individual lots will have no direct access to any county, state or federal highway.

(G) Alleys. Alleys shall be provided in commercial and industrial districts; except that, this requirement may be waived where other definite and assured provisions are made for service access, such as on-site loading, unloading and parking consistent with and adequate for the uses proposed. Except where justified by special conditions, such as the continuation of an existing alley in the same block, alleys will not be approved in residential districts. Alleys, where provided, shall not be less than 20 feet wide. Dead-end alleys shall be avoided wherever possible, but, if unavoidable, such dead-end alleys may be approved if adequate turn-around facilities are provided at the closed end.

(H) Half Streets. Dedication of half streets or roads will not be approved, except where it is essential to the reasonable development of the subdivision and in conformity with the other requirements of these regulations, where it is found that it will be practical to require the dedication of the other half when the adjoining property is subdivided, or where it becomes necessary to acquire the remaining half by condemnation so that it may be improved in the public interest.

(I) Rights of Way Widths~~(1)~~ For all public ways hereafter dedicated and accepted, the minimum right-of-way widths for streets, roads and highways shall be as shown in the County Comprehensive Plan, and where not shown therein, the minimum right-of-way width for streets, roads, highways, alleys or pedestrian ways included in any subdivision shall not be less than the minimum dimensions for each classification as follows:

Arterial highways

Alley

20 feet

Local streets and roads

66 feet

Marginal service access roads

50 feet

Minor arterial highway

100 feet

Pedestrian way

10 feet

Principal arterial highway

130 feet

Major intercity and regional highways

Major intercity highway

150 feet

(2) Additional Rights-of-Way. Where the existing or anticipated traffic on major and minor arterial highways warrants greater widths of right-of-way, these shall be required. Right-of-way widths for major intercity highways shall also meet standards established by the state's Highway Department. Where any platted subdivision abuts a public road including a township road, right-of-way dedication from centerline of public road shall be provided in compliance with above schedule but in no case shall said dedication be less than 50 feet.

(3) No exclusion of roads wholly within subdivision.

(J) Access to Major Roads. Minor street access to existing highways shall not be permitted at intervals of less than 600 feet.

(K) ~~(1)~~ Roads and Highway grades. The grades in all streets, roads, highways and alleys in any subdivision shall not be greater than the maximum grades for each classification as follows:

Arterial highways

Alley

8%

Local streets and roads

8%

(2) In addition, there shall be a minimum grade on all roads and highways of not less than 0.5%.

(L) Roads and Highway Alignment. The horizontal and vertical alignment standards on all roads, highways and streets shall be as follows.

(1) Horizontal, radii of centerline.

Arterial highways

Local streets and roads

100 feet

Minor arterial highways

As required by the state's Transportation Department

Principal arterial highways

As required by the state's Transportation Department

Major intercity highways

Major intercity expressway

As required by the state's Transportation Department

Major intercity highways

As required by the state's Transportation Department

NOTES TO TABLE:

There shall be a tangent between all reversed curves of a length in relation to the radii of the curves so as to provide for a smooth flow of traffic.

(2) Vertical, all changes in street grades shall be connected by vertical parabolic curves of such length as follows.

Arterial highways	30 times the algebraic difference in the percent of grade of the 2 adjacent slopes
Local streets and roads	20 times the algebraic difference in the percent of grade of the 2 adjacent slopes
Major intercity highways	As required by the state's Transportation Department

(M) Subdivision road cross-section requirements.

(1) Width.

(a) All roads shall be subgraded to 32 feet minimum.

(b) Five ton aggregate base shall be consist of either:

1. Four inches of Class 5 on top of four inches of Class 3 or 4; or

2. Seven inches of Class 5.

(c) Bituminous surface two inches thick and 22 feet wide shall be completed at such time as 65% of the individual lots in the subdivision are sold.

(d) Road base shall be at standard immediately before blacktopping and approved by the County Engineer.

(2) Structure of roads.

(a) Five-ton aggregate base shall be applied first.

(b) A seven-ton roadway shall have a minimum two inches of bituminous.

(3) Ditches.

(a) Side slope shall be a minimum three to one.

(b) Ditch bottom shall have a width minimum of four feet.

(c) Ditch depth shall be two feet from shoulder at minimum.

(N) Dedication. All proposed public streets or roads shall be offered for dedication as public right-of-way. Private street or roads shall not be permitted, except upon approval as part of a planned unit development or in other instances when specifically recommended by the County Planning Commission.

(Ord. passed 12-11-1979)

§ 154.33 EASEMENTS.

Easements shall not be used for road purposes. Ingress and egress easements of any type shall not be construed as public roads.

(A) An easement for utilities at least ten feet wide along the side line and/or rear line of lots where necessary shall be provided for a continuous right-of-way at least 20 feet in width. If necessary for the extension of main water and sewer lines or similar utilities, easements of greater width may be required along lot lines or across lots.

(B) Utility easements shall connect with easements established in adjoining properties. These easements, when approved, shall not thereafter be changed without the approval of the County Board, by ordinance, upon the recommendation of the Planning Commission.

(C) Additional easements for pole guys should be provided at the outside of turns. Where possible, lot lines shall be arranged to bisect the exterior angle so that pole guys will fall alongside lot lines.

(D) (1) Where a subdivision contains or is traversed by a watercourse, drainage way, channel, lake, stream or drainage field tile, one of the following shall be provided at the discretion of the Planning Commission:

(a) A storm water easement;

(b) Drainage right-of-way; or

(c) Park dedication.

(2) These should conform to the lines of such water course along with such further width as will be adequate to provide for property storm drainage of the area. The width of such easement shall be recommended by the County Engineer.

(Ord. passed 12-11-1979)

§ 154.34 PUBLIC SITES AND OPEN SPACES.

~~(A) In subdividing land or re-subdividing an existing plat, due consideration shall be given to the subdivider and by the Planning Commission upon review, to the dedication or reservation of suitable sites for schools, parks, playgrounds, conservation areas or other public or semi-public recreational areas or open spaces. Areas so dedicated or reserved shall conform as nearly as possible to the Comprehensive Plan. Whenever the Comprehensive Plan shows the proposed public area partially or completely within a proposed subdivision, the area of said park or recreational area exceeds 7% of the total area of the subdivision, the preliminary plat of said subdivision shall show the proposed site as reserved and the county shall have one year from the date of approval of the preliminary plat by the Planning Commission in which to purchase said land which exceeds the said 7% of the said total area, or to initiate condemnation proceedings with respect thereto.~~

(B) In all subdivisions (except agricultural divisions as outlined in 155.048 (G)) either 7% of the gross area of the subdivision or 10% of the raw land value shall be dedicated or paid to the county for public recreation and parks. The County Planning Commission and the County Board shall determine whether 7% of the gross area shall be dedicated or 10% of the raw land value paid. Said 7% of the total gross area of the subdivision shall be in addition to any dedication of streets, alleys and easements. The location of said dedications within the area of the subdivision shall be subject to the approval of the County Planning Commission and the County Board. The raw land market value shall be determined by the County Assessor's office.

Commented [SD10]: The 2007 proposed ordinance is a bit more thorough in this section and could be used.

(Ord. passed 12-11-1979)

§ 154.35 PRELIMINARY PLAT CONTENTS.

(A) Contents. The preliminary plat shall contain the following information:

(1) Proposed name and type of subdivision; names shall not duplicate or too closely resemble names of existing subdivisions;

(2) Location of boundary lines in relation to a known section, quarter section or quarter-quarter section lines comprising a legal description of the property;

(3) Names and addresses of the subdivider and the designer making the plat~~, and names and addresses of adjoining property owners within 500 feet;~~

(4) Graphic scale of plat, not less than one inch to 100 feet;

(5) Date and north point;

(6) Existing conditions:

(a) Location, width and name of each existing or platted street, road or other public open spaces, and permanent buildings, within or 200 feet adjacent to the proposed subdivision;

(b) All existing sewers, water mains, gas mains, culverts, power or communication cables, drainage tiles or other underground installations within the proposed subdivision or 200 feet adjacent thereto; and

(c) Waterways, ditches, ponds, marshes, delineated wetlands and floodplain areas ~~floodable low lands~~ in a plan which describe the existing conditions.

(7) Proposed development:

(a) The location and width of proposed streets, roads, alleys, pedestrian ways and easements. Typical road cross-section shall be provided showing grading within the right-of-way, traveled way width, type and thickness of surfacing proposed, base course thickness and type;

(b) The location and character of all proposed public utility lines, including storm sewers ~~(storm and sanitary)~~, water, gas and power lines;

(c) Layout, numbers or letters and approximate dimensions of lots and the number of each block;

(d) Location and size of proposed parks, playgrounds, churches, school sites or other special uses of land to be considered for dedication to public use, or to be reserved by deed of covenant for the use of all property owners in the subdivision and any conditions of such dedication or reservation;

(e) Building setback lines with dimensions;

(f) Indication of any lots on which a use other than residential is proposed by the subdivider; and

(g) The zoning district, if any, on and adjacent to the tract.

(8) Vicinity sketch, at a legible scale, to show the relation of the plat to its surroundings and an air photo at an approximate scale of one inch equals 1,000 feet of the area to be platted and one mile in each direction from the plat;

(9) Where lots to be platted are larger in area than 20,000 square feet or greater than 150 feet in width at the building setback line, public sewer and water facilities are unavailable and the plat is within one mile of a municipality in the county, a preliminary re-subdivision plan shall be prepared and submitted, showing a feasible method by which large lots may be re-subdivided in the future for higher density development in the event that public sewer and water facilities become available. The location of the principal structure on each lot shall be shown and building permits will only be issued for those structures which allow for economically feasible re-subdivision;

Commented [SD11]: "Ghost platting"

(10) Existing topography, as determined necessary by the County Zoning Administrator, including date of survey, with contour intervals of not less than two feet, related to United States Geological Survey datum; also the location of water courses, ravines, bridges, lakes, marshes, wooded areas, rock outcroppings, approximate acreage, and other such features as may be pertinent to the subdivision;

(11) (a) ~~Two copies of~~ profiles for each proposed street and road, showing existing grades and proposed approximate grades and gradients on the centerline.

(b) Bridges shall be shown.

(c) A complete drainage plan shall be provided showing culvert locations with culvert sizes ~~no less than 15 inches in diameter~~ as approved by the road engineer or township..

(d) All culverts shown in approaches to county and township roads will be provided by the developer. Approaches to individual lots shall meet the frontage roads on a positive grade.

(e) All ditches and slopes shall be seeded and other erosion control measures and devices provided where necessary as specified by the County Highway Engineer.

(12) Proposed surface drainage diagrams for lots in the form of arrows, proposed contours or other appropriate method.

(13) Stormwater pollution prevention control plans as required by other agencies.

(B) Supplementary requirements. Upon request of the Planning Commission, supplementary information shall be submitted; such supplementary information may include soil tests and reports, as specified by the County Engineer, by an approved soils laboratory.

(Ord. passed 12-11-1979)

§ 154.36 DATA REQUIRED ON FINAL PLATS.

The subdivider shall submit a final plat together with any necessary supplementary information.

(A) Contents. The final plat, prepared for recording purposes, shall be prepared in accordance with provisions of M.S. Ch. 505, as it may be amended from time to time, and as required below:

(1) Name of the subdivision shall not duplicate or too closely approximate the name of any existing subdivision;

(2) Naming of all streets and thoroughfares to be in accordance with the county's street naming system;

(3) The words "BLOCK ONE" to be spelled out on plats having only one block;

(4) Lettering and numbering shown on the plat to be clear and legible;

(5) Scale of the plat to be shown both graphically and in feet per inch;

(6) Monuments shall be placed in locations on the boundary of the subdivision and within as required by Chapter 505 of MN Statutes. Durable monuments shall be placed at all lot corners, block corners, angle points, points of curves in streets and at intermediate points as shown on the final plat. Monuments shall be placed at all quarter section and quarter corners within the subdivision or on its perimeter. The plat shall indicate which monuments were set and which monuments were found;

(7) The basis of the bearings shown on the plat shall be given;

(8) The boundaries of the plat shall be labeled as they are recited in the description;

(9) Lines of different weight should be used on the exterior and the interior lines; and

(10) All plats are to be of one standard size, 20 inches by 30 inches.

(B) Certification required on final plats. All signatures on each plat shall be written with black ink (not ball point).

(1) Notarized certification by owner and by any mortgage holder of record of the adoption of the plat and the dedication of streets and other public areas and easements. Statement dedicating streets, utility and drainage easements, and other public areas to be worded as follows:

... hereby donate and dedicate to the public for public use forever the streets, roads, alleys, drives, utility and drainage easements and other public areas as shown on the plat.

(2) Notarized certification by owner and by a registered land surveyor, to be worded as follows:

I, (surveyor's name) do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in M.S. § 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.
Dated this _____ day of _____, 20__.

_____
(Print name of surveyor), Licensed Land Surveyor
Minnesota License No. _____

(3) Certification showing that all taxes due on the property have been paid in full:

Wright County Land Records
Pursuant to M.S. § 505.021, Subd. 9, taxes payable in the year 20__ on the land hereinbefore described have been paid. Also, pursuant to M.S. § 272.12, there are no delinquent taxes and transfer entered this __ day of _____, 20__.
_____ By: _____
Wright County Land Records Administrator

(4) County Planning Commission:

WRIGHT COUNTY PLANNING COMMISSION
Be it known that at a meeting held on this _____ day of _____, 20___, the Planning Commission of the County of Wright, Minnesota, did hereby approve this plat of NAME OF PLAT.

Chairperson

(5) County Board of Commissioners:

WRIGHT COUNTY BOARD OF COMMISSIONERS
This plat of NAME OF PLAT was approved and accepted by the Board of County Commissioners of Wright County, Minnesota, at a meeting held this ____ day of _____, 20_____.

_____

Chairperson County Coordinator

(6) County Surveyor:

WRIGHT COUNTY SURVEYOR
I hereby certify that in accordance with M.S. § 505.021, Subd. 11, this plat has been reviewed and approved this ___ day of _____, 20___.

Wright County Surveyor

(7) County Highway Engineer:

WRIGHT COUNTY HIGHWAY ENGINEER
This plat was reviewed and recommended for approval this day of , 20 .

Wright County Highway Engineer

(8) County Recorder:

WRIGHT COUNTY RECORDER

I hereby certify that this instrument was filed in the office of the County Recorder for record on this day of , 20 , at o'clock .M., and duly recorded in Cabinet No. , Sleeve ____, Document No. .

Wright County Recorder

(C) Supplementary documents and information. This may be required as follows:

(1) A complete set of street profiles showing grade lines as constructed;

(2) Copies of any private restrictions affecting the subdivision or any part thereof; and

(3) Signature of municipal and township officials when such approval is required by law.

(D) Filing.

(1) Ten copies of the final plat shall be filed with the Planning Commission.

(2) One "official plat" and two copies on photomat stock with linen backing along with one copy on linen or Mylar reproducible shall be signed and filed as provided by law. Three paper copies shall be signed, one of which shall be sent to the township.

(3) One copy of the plat, at a scale of one inch equals 200 feet shall be filed with the County Surveyor.

(4) At least one print of the final plat shall be deposited with the County Auditor/Treasurer. This print shall contain the calculated square footage of acreage of all lots and outlots shown on the plat.

(Ord. passed 12-11-1979; Ord. 16-2, passed —; Ord. 21-2, passed 3-16-2021)

BASIC IMPROVEMENTS

§ 154.50 GENERAL.

(A) Before a final plat is approved by the County Board, the subdivider of the land covered by the said plat shall execute and submit to the County Board an agreement, which shall be binding on his or their heirs, personal representatives and assigns, that he or she will cause no private construction to be made on said plat or file or cause to be filed any application for building permits for such construction until all improvements required under this chapter have been made or arranged for in the manner following as respects the highways, roads or streets to which the lots sought to be constructed have access.

(B) (1) Agreement.

(a) Prior to the installation of any required improvements and prior to approval of the final plat, the subdivider shall enter into a contract in writing with the county requiring the subdivider to furnish and contract said improvements at his or her sole cost and in accordance with plans and specifications and usual contract conditions. The agreement shall require the subdivider to make an escrow deposit or, in lieu thereof, to furnish a performance bond acceptable to the County Attorney, the amount of the deposit or penal amount of the bond to be equal to 150% of the engineer's estimate of the total cost of the improvements to be furnished under the contract, including the cost of inspection. On request of the subdivider, the contract may provide for completion of part or all of the improvements covered thereby prior to the acceptance of the final plat. In such event, the amount of the deposit or bond may be reduced in a sum equal to the estimated cost of the improvements so completed prior to the acceptance of the final plat. The time for completion of the work and several parts thereof shall be determined by the County Planning Commission upon recommendation of the engineer after consultation with the subdivider. It shall be reasonable with relation to the work to be done, the seasons of the year and proper correlation with construction activities in the plat and subdivision.

(b) No subdivider shall be permitted to start work on any other subdivision without approval of the County Planning Commission if he or she has previously defaulted on work or commitments.

(2) Financial guarantee.

(a) The contract provided for in division (B)(1) above shall require the subdivider to make an escrow deposit, ~~or in lieu thereof, furnish~~ a performance bond, letter of credit or similar surety. The ~~escrow deposit or performance bond~~ financial surety shall conform to the requirements of this regulation.

Commented [SD12]: Adding letter of credit might require additional language below that I'm not qualified to write.

(b) The approved financial surety ~~An escrow deposit~~ shall be made with the County Finance and Taxpayer Services Office ~~Auditor/Treasurer~~ or as part of a developer's agreement with the affected Township, in a sum equal to 150% of the total cost as estimated by the County Engineer of all improvements to be furnished and installed by the subdivider pursuant to the contract, or as otherwise established within the developer's agreement with the township, which have not been completed prior to the approval of the final plat. The total costs shall include costs of inspection by the county. The county or township shall be

entitled to reimburse itself out of said deposit for any cost and expenses incurred by the county or township for completion of the work in case of default of the subdivider under said contract, and for any damages sustained on account of any breach thereof. Upon completion of the work and the liability, the balance remaining of said deposit shall be refunded to the subdivider.

(c) In lieu of making the escrow deposits, the subdivider may furnish a performance bond with corporate surety, in a penalty sum equal to 150% of the total cost as estimated by the County Engineer of all the improvements to be furnished and installed by the

subdivider pursuant to the contract, which have not been completed prior to the approval of the final plat. The total cost shall include costs of inspection by the county. The bond shall be approved as to form by the County Attorney and filed with the County Finance & Taxpayer Services office ~~Auditor/Treasurer~~.

Commented [BR13]: All language related to surety and bonds should have legal review.

(C) No final plat shall be approved by the County Board until the Board is satisfied that the improvements described herein, together with the agreements and documents required herein, meet the minimum requirements of all applicable ordinances. Drawings showing all improvements as built shall be filed with the County Engineer.

(D) No final plat shall be approved by the County Board on land subject to flooding or containing poor drainage facilities and on land which would make adequate drainage of streets, roads and lots impossible. However, if the subdivider agrees to make improvements which will, in the opinion of the County Board, make the area suitable for use without interfering with the flow of water under flood conditions, the final plat of the subdivision may be approved.

(E) All of the required improvements to be installed under the provisions of this chapter shall be inspected during the course of the construction by an agent of the County Board. All of the inspection costs pursuant thereto shall be paid by the subdivider in the manner prescribed in division (B) above.

(Ord. passed 12-11-1979)

§ 154.51 ROAD AND HIGHWAY IMPROVEMENTS.

(A) The full width of the right-of-way shall be graded, including the subgrade of the areas to be paved, in accordance with standards and specifications for road construction as approved by the ~~County Board~~ relevant road authority.

~~(B) Unless the township wherein a plat is located requests that no paving be provided and the County Board accepts the township recommendations, all roads to be paved shall be of an overall width in accordance with the standards and specifications for road construction as approved by the County Board.~~

~~(C) Curb and gutter shall be constructed as required by the standards and specifications for road construction as approved by the County Board.~~

(D) Storm sewers, culverts, storm water inlets and other drainage facilities will be required where they are necessary to ensure adequate storm water drainage for the subdivision. Where required, such drainage facilities shall be constructed in accordance with the standards and specifications for road construction as approved by the ~~County Board~~ road authority and in accordance with the Stormwater Pollution and Prevention Plan~~.~~

(E) Road signs of the standard design approved by the County Board shall be installed at each street or road intersection.

(F) (1) The number and types of access drives onto major streets shall be controlled and limited in the interest of public safety and efficient traffic flow.

(2) Access drives onto county roads shall require a permit from the County Engineer. This permit shall be acquired prior to the issuance of any building permits. The County Engineer shall determine the appropriate location, size and design of such access drives and may limit the number of access drives in the interest of public safety and efficient traffic flow. The County Engineer may refer the request for an access drive permit onto a county road to the Planning Commission for its comment.

(Ord. passed 12-11-1979)

§ 154.52 ~~SANITARY SEWER AND~~ WATER DISTRIBUTION IMPROVEMENTS.

~~(A) Sanitary sewers, both public and private, shall be installed as required by standards and specifications as approved by the County Board.~~

(B) Water facilities, both public and private, including pipe fittings, hydrants and the like shall be installed as required by standards and specifications as approved by the County Board.

(Ord. passed 12-11-1979)

§ 154.53 PUBLIC UTILITIES.

(A) All utility lines where feasible, for telephone and electric service, shall be placed in rear line easements when carried on overhead poles.

(B) Where telephone, electric and/or gas service lines are to be placed underground entirely, conduits or cables shall be placed within easements or dedicated public ways, in such a manner so as not to conflict with other underground services. All drainage and other underground utility installations, which traverse privately owned property, shall be protected by easements.

(Ord. passed 12-11-1979)

§ 154.99 PENALTY.

(A) Sale of lots from unrecorded plats. It shall be unlawful to sell, trade or offer to sell, trade or otherwise convey, any lot or parcel of land as a part of, or in conformity with any plan, plat or replat of any subdivision or area located within the jurisdiction of this chapter unless said plan, plat or replat shall have first been recorded in the office of the County Recorder.

(B) Receiving and recording unapproved plats. It shall be unlawful to receive or record in any public office any plans, plats or replats of land laid out in building lots and highways, streets, roads, alleys or other portions of the same intended to be dedicated to public or private use, for the use of purchasers or owners of lots fronting on or adjacent thereto, and located within the jurisdiction of this chapter, unless the same shall bear thereon, by endorsement or otherwise, the approval of the Planning Commission and the County Board.

(C) Misrepresentation as to construction, supervision or inspection of improvements. It shall be unlawful for any subdivider, person, firm or corporation owning an addition or subdivision of land within the county to represent that any improvement upon any of the highways, roads, streets or alleys of said addition or subdivision or any sewer in said addition or subdivision has been constructed according to the plans and specifications approved by the County Board, or has been supervised or inspected by the county, when such improvements have not been so constructed, supervised or inspected.

(D) Penalty. Anyone violating any of the provisions of this chapter shall be guilty of an offense punishable by a fine of not more than $500 and/or by a commitment to jail for a period of not to exceed 90 days. Each day during which compliance is delayed shall constitute a separate offense.

(Ord. passed 12-11-1979)

Other notes:

Failure to complete Improvements

Maintenance and Access

Release of Security

Applicant/Subdivider/Developer

Should we create a full section on stormwater management?

ORDINANCE AMENDMENT NUMBER 25-__

THE COUNTY BOARD OF WRIGHT COUNTY HEREBY ORDAINS:

Article I – Amendment to Chapter 155 – Zoning

Sec. 1.

After § 155.111 insert the following:

§ 155.112 RESIDENTIAL BACKYARD CHICKENS

(A) *Purpose.* This section establishes a minimum baseline for the keeping of backyard chickens on agricultural and residential parcels. It is not intended to conflict with or be more restrictive than the provisions in Wright County Ordinance Chapter 152 – Feedlots.

(B) *Conditions.* All parcels in the R-1 (Urban/Rural Transition) and W (Wild and Scenic River) that are greater than 20,000 sq. ft. in size are permitted to keep chickens, subject to the following provisions:

1) The property shall have a single-family dwelling
2) The owner of the chickens shall occupy the dwelling
3) No more than 10 hen chickens shall be allowed, unless otherwise established and allowed by Chapter 152 of this Code of Ordinance
4) The keeping of roosters shall be prohibited

(C) Structure and Setback Requirement. Chickens shall be kept within a separate enclosed accessory structure and fenced outdoor containment area, subject to the following:

1) The accessory structure shall not exceed 120 sq. ft. and 8 ft. in total height.
2) Any fenced poultry run must be attached to the coop and be no larger than 100 square feet.
3) Structures and fenced chicken areas must be 15 ft. from all property lines or 25 ft. from a habitable structure on an adjacent property, whichever is greater, and be outside any recorded easements and rights-of-way.
4) In shoreland areas, structures must be located at least 300 ft. from a waterbody and must be outside of the floodplain.
5) The accessory structure shall be counted against the total accessory structure limitation, building coverage limitation, and impervious surface coverage calculation for the property.
6) Accessory structures, fenced enclosures, and waste storage must meet the setback requirements from domestic wells as listed in MN Rules, Chapter 7020.

(D) Waste.

1) Feces, waste, and discarded feed shall be regularly collected and only stored temporarily on-site in a leak-proof container with a tight-fitting cover to prevent nuisance odors and the attraction of vermin.
2) Chicken feed shall be stored in leak-proof containers with a tight-fitting cover to prevent attracting vermin.
3) Dead chickens must be disposed as soon as possible, typically within 48 to 72 hours after death, according to the Minnesota Board of Animal Health rules.

(E) Other Provisions.

1) Chickens shall remain in the accessory structure from sunset to sunrise each day.
2) If the keeping of chickens is discontinued for more than 12 consecutive months, any accessory structure and containment area must be removed, and the site restored. The accessory structure may not be repurposed for use as storage if the keeping of chickens is discontinued.
3) The slaughter of chickens on site is prohibited.
4) The raising of chickens for breeding purposes is prohibited.
5) No person shall permit any chickens of which they are the owner, caretaker, or custodian to be at-large. Any chickens shall be deemed at-large when they are off the premises owned or rented by its owner and unaccompanied by the owner or an agent or employee of the owner.
6) No chicken may be kept or raised in a manner as to cause injury or annoyance to persons or other animals on other property in the vicinity by reason of noise, odor, or filth.

(F) Revocation. The Zoning Administrator may prescribe general conditions for the keeping of chickens and specific conditions on a particular premises as in their judgment is necessary to safeguard public health and the general welfare. The Zoning Administrator may deny, revoke or take other authorized adverse action against any person or property allowed the keeping of chickens pursuant to this section if any condition or requirement is violated or if the keeping of chickens becomes a public nuisance or for other good cause.

Sec. 2.

Amend § 155.049(B)(7) as follows:

(7) Livestock, poultry and animals subject to § 155.088(B) and 155.112 of this chapter; and

Article II – Amendment to Chapter 155 – Zoning

Sec. 1.

Amend § 155.003(132) as follows:

(132) **SIGN, DYNAMIC**. Any sign with a characteristic that appears to have movement or that appears to change~~, caused by any method other than physically removing and replacing the sign face or its components. This definition includes a display that incorporates a technology or method allowing the sign face to change the image without having to replace the sign face or its components physically or mechanically.~~ more than once per calendar day. This definition also includes any rotating, revolving, moving, flashing, blinking, or animated graphic or illumination, and any graphic that incorporates rotating panels, ~~LED lights manipulated through digital input, "digital ink"~~ or any other method or technology that allows the sign face to present a series of images or displays.

Sec. 2.

Insert after § 155.048(D)(2)(r):

(s) Farm Equipment Sales

Sec. 3.

Amend § 155.048(G)(4)(c)(3)(b) as follows:

b. Two and one-half acres for divisions from eligible quarter-quarter sections if the building site is undeveloped cropland classified as prime farmland ~~or farmland of statewide importance as defined in the Land Use Plan~~; and

Sec. 4.

Amend § 155.106(B)(10) as follows:

(10) The addition of antennas and associated equipment of an additional provider to an existing legal structure shall be considered co-location and not require an amendment to the interim or conditional use permit.

Sec. 5.

Amend § 155.106(C)(1)(c) as follows:

(c) The installation of more than one support structure per property shall require the approval of an interim or conditional use permit.

Sec. 6.

Amend § 155.106(D) as follows:

(D) Personal wireless service and microwave antennas.

(1) Residential and Shoreland Districts.

(a) Antenna and support structures shall not exceed 75 feet in height in the R-1, R-2, R-2a and all Shoreland and Wild and Scenic Districts.

(b) Commercial antennas (other than co-location) and support structures of any type in the R-1, R-2, R-2a and all Shoreland and Wild and Scenic Districts shall require a~~n~~ conditional ~~interim~~ use permit and be subject to all other requirements for a~~n~~ conditional ~~interim~~ use listed in division (E) below.

(c) Any antenna or antenna support structure not located on a building must be located in the rear yard, no closer to any property line than the height of the structure.

(2) Agricultural Districts (AG, General Agriculture and A/R, Agricultural/Residential).

(a) The Zoning Administrator may issue an administrative use permit for any antenna support structure equal to or less than 130 feet in height, or for any antenna to be located on any pre-existing legal antenna support structure, or for any antenna to be located upon an existing building or structure which does not exceed 15 feet in height above the permitted structure height. An application filed for any new structure must include all the information required for a~~n~~ conditional ~~interim~~ use permit as specified in division (E) below. If the Zoning Administrator finds that the information submitted does not properly address all of the requirements of this chapter, he or she may require a~~n~~ conditional ~~interim~~ use permit upon providing the applicant a written summary of the reasons for this finding.

(b) A~~n~~ conditional ~~interim~~ use permit shall be required for any antenna or support structure over 130 feet in height. No structure shall be located closer to any property line than the height of the structure.

(3) Commercial Districts (B-1, B-2 and I-1).

(a) The Zoning Administrator may issue an administrative use permit for any antenna support structure equal to or less than 130 feet in height, or for any antenna to be located on any pre-existing legal antenna support structure, or for any antenna to be located upon an existing building or structure which does not exceed 15 feet in height above the permitted structure height. An application filed for any new structure must include all the information required for a~~n~~ conditional ~~interim~~ use permit as specified in division (E) below. If the Zoning Administrator finds that the information submitted does not properly address all of the requirements of this chapter, he or she may require a~~n~~ conditional ~~interim~~ use permit upon providing the applicant a written summary of the reasons for this finding.

(b) A~~n~~ conditional ~~interim~~ use permit shall be required for any antenna or support structure over 130 feet in height. No structure shall be located closer to any property line than one-half the height of the structure, exceptions to such setback may be granted if a structural engineer licensed in the state specifies in writing that any failure or collapse of the structure will occur within a lesser distance under all foreseeable circumstances.

Sec. 7.

Amend § 155.106(E) as follows:

(E) Standards and requirements for interim and conditional use permits.

Sec. 8.

Amend § 155.106(E)(1) as follows:

(1) Information required with application. In addition to the standard application materials required by § 155.029 and § 155.031 of this chapter for an interim or conditional use permit, no application for an antenna shall be complete unless the following data has been submitted.

Sec. 9.

Amend § 155.106(E)(1)(c) as follows:

(c) An agreement stating that structures over 130 feet tall will be designed for not less than three users (including the applicant) with applicant and property owner commitment to co-location on reasonable market terms in good faith; any prohibition of additional users on a tower will be considered a violation of the interim or conditional use permit. The agreement shall also include a statement that any unused or obsolete tower shall be removed by the property owner and/or applicant. Said agreement shall be signed by the applicant and the property owner and shall be attached to and become a part of the permit.

Sec. 10.

Amend § 155.106(E)(2) as follows:

(2) Standards and conditions. In addition to any terms or conditions applied as a result of the process for issuing an interim or conditional use, the following standards shall apply to all antenna and support structures unless specifically waived by the Planning Commission.

RECOMMENDATIONS

REVISORS WORKGROUP

JUNE 10, 2025

DATE APPROVED: DRAFT

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Kirby Moynagh	District 5

THESE RECOMMENDATIONS ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

I. Review Ordinance 166 PUD Standards areas of potential changes

A. Discuss Areas of Potential Change

***RECOMMENDATION**: Due to the outdated nature of Ordinance 166 Standards, the workgroup recommended Ordinance 166 full removal and replacement with updated language that reflects current standards, best practices, and legal requirements. The revised ordinance will be presented for review by the Revisor's Workgroup, ensuring alignment with contemporary needs and regulatory expectations.*

II. Review Ordinance 154 Subdivision Ordinances areas of potential changes

A. Discuss Areas of Potential Change

***RECOMMENDATION**: Due to the outdated nature of Ordinance 154 Subdivisions, the workgroup recommended Ordinance 154 Subdivisions full removal and replacement with updated language that reflects current standards, best practices, and legal requirements. The revised ordinance will be presented for review by the Revisor's Workgroup, ensuring alignment with contemporary needs and regulatory expectations.*

III. Ordinance Amendment Number 25-XX – Amendment to Chapter 155 - Zoning

***RECOMMENDATION**: The consensus of the workgroup was to bring forward for board approval:*

- *Schedule public hearing for 155.112 Residential Backyard Chickens*
- *Revisions as recommended for 155.003(132) Sign, Dynamic*
- *Remove all interim provisions and implement a conditional use permit for 155.106*

Recommendations submitted by Jenn Eggersgluss, Administrative Specialist

DRAFT

RECOMMENDATIONS

REVISORS WORKGROUP

JUNE 10, 2025

DATE APPROVED: DRAFT

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Kirby Moynagh	District 5

THESE RECOMMENDATIONS ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

I. Review Ordinance 155.059 PUD Standards areas of potential changes

A. Discuss Areas of Potential Change

***RECOMMENDATION**: Due to the outdated nature of Ordinance 155.059 Standards, the workgroup recommended Ordinance 166 full removal and replacement with updated language that reflects current standards, best practices, and legal requirements. The revised ordinance will be presented for review by the Revisor's Workgroup, ensuring alignment with contemporary needs and regulatory expectations.*

II. Review Ordinance 154 Subdivision Ordinances areas of potential changes

A. Discuss Areas of Potential Change

***RECOMMENDATION**: Due to the outdated nature of Ordinance 154 Subdivisions, the workgroup recommended Ordinance 154 Subdivisions full removal and replacement with updated language that reflects current standards, best practices, and legal requirements. The revised ordinance will be presented for review by the Revisor's Workgroup, ensuring alignment with contemporary needs and regulatory expectations.*

III. Ordinance Amendment Number 25-XX – Amendment to Chapter 155 - Zoning

***RECOMMENDATION**: The consensus of the workgroup was to bring forward for board approval:*

- *Schedule a future public hearing for 155.112 Residential Backyard Chickens*
- *Revisions as recommended for 155.003(132) Sign, Dynamic*
- *Remove all interim provisions and implement a conditional use permit for 155.106*

Recommendations submitted by Jenn Eggersgluss, Administrative Specialist

DRAFT

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
JAE4296

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve and Adopt Recommendations from the Ways & Means Committee Meeting (06-10-2025)
1. Workgroup reached a consensus to present the following for board approval:
- Proceed with the amended agreement of $25,000 for the SWCD Building
- Include a dedicated line item for maintenance and repairs
2. Workgroup reached a consensus to present the following for board approval, proposing the sale of $110,000 to French Lake Township

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve and Adopt Recommendations from the Ways & Means Committee Meeting (06-10-2025)

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (5)

Document Name	Attachment Type
06.10.2025 Ways & Means Committee Recommendations.docx	Attachment
SWCD Site Visit Report.pdf	Attachment
Buffalo Building Inspection.pdf	Attachment
Wright County GPR Investigation.pdf	Attachment
Wright County Slab Investigation Report.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

COMMITTEE RECOMMENDATIONS

WAYS & MEANS COMMITTEE

JUNE 10, 2025

DATE APPROVED: DRAFT

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Kirby Moynagh	District 5

Members Present:	Nadine Schoen, Jeanne Holland
Others Present:	Alan Wilczek, Greg Kryzer, Marc Mattice

THESE RECOMMENDATIONS ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

I. Soil and Water Conservation District (SWCD) Building

A. Review reports due diligence

B. Next steps

RECOMMENDATION: *The workgroup reached a consensus to present the following for board approval:*

- *Proceed with the amended agreement purchase price of $1,125,000 for the SWCD Building*
- *Include a dedicated line item for maintenance and repairs*

II. French Lake Township

RECOMMENDATION: *The workgroup reached a consensus to present the following for board approval, proposing the sale of $110,000 to French Lake Township.*

DRAFT

Recommendations submitted by Jenn Eggersgluss, Administrative Specialist

SWCD Site Visit 12-16-2024 – Facilities Team

Alan Wilczek (Director), Peter Kile (Manager), Kevin Worcester (Supervisor), Matt Arant (Supervisor), Rob Klimmek (HVAC), and John Pregler (Electrician) visited the Soil & Water office on Monday, December 16 to visually assess the condition of the building. Generally, the building seems to be in ok condition, however there are some things to point out that will need repair or replacement.

Mechanicals:
The furnaces (3) and condensing units (3) are original to construction and would anticipate they will need replacement soon given an approximate life expectancy of ~20 yrs. The facilities team and HVAC Technician should be able to perform the replacement with in-house labor. Estimated cost of ~$20k.
Images A1 & A2

Exterior Doors:
The exterior doors are in poor condition and are in need of replacement. The doors themselves appear to be what would be considered "residential" and the framing is rotted. Estimate $5-7k per opening (3), however it is difficult to determine a cost until it is opened up. The aluminum front doors have gasketing issues, but do not appear to need any "significant" work.
Image B1

Sidewalks:
The sidewalks are in poor condition in some areas and present significant trip / fall hazards. I do not have an estimated cost, but would recommend a replacement or repair for some if not all sidewalks.
Images C1, C2, C3

Parking Surface:
It appears the parking lot had sealcoat applied within the past year or so, covering some of the cracking and asphalt condition. There are clear heaving, bubbling, and cracking issues. It appears to be due for replacement, but the Highway Department should assess due to apparent soil corrections needed.
Images D1, D2, D3

Roof Leak:
The roof has recently been replaced, however there are signs of a leak in the Soil & Water office area. It is not determined if there has been a repair performed or if it is in need of attention still. We did not enter the attic space of the building to visually inspect.
Image E1

Floor Slab:
There appears to be a noticeable settling or significant slope of the concrete slab in the Soil & Water office space. It was communicated by staff that it has been that way for a significant amount of time, however it is concerning and very noticeable. Difficult to see in the photos, however you can see the furniture is sitting crooked and you can feel a walk "uphill/downhill" when going through the office. Cause is not known but something to note and possibly investigate further due to structure concern.
Image F1

Electrical:
Several relatively "minor cost" issues found related to outlet covers missing and extension cords running through the ceiling. Some issues will need correction if the property is acquired.

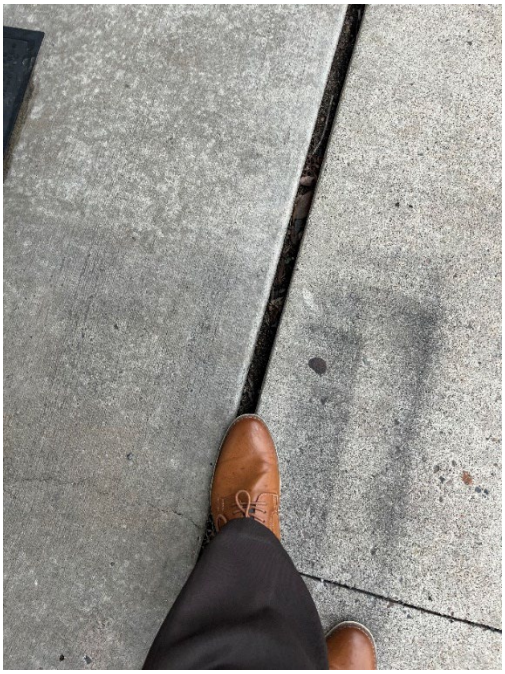
A1

A2

B1

C1

C2



C3

D1

D2

D3

E1

F1

April 3, 2025

Alan Wilczek
Facilities Services Director
Wright County, Minnesota
3650 Braddock Ave NE, Suite 3200
Buffalo, MN 55313

Re: Buffalo Building Inspection

Mr. Wilczek:

TKDA was contacted to perform a structural building review and inspection of the existing building located at 311 Brighton Ave South, Buffalo, Minnesota. The building is a one-story wood office, supported by an unknown foundation. TKDA team members Alexandra "Lexi" Nadeau, PE, and Chris Hutton, PE, AIA, completed a site visit on March 27th to observe the building. A floor plan was provided, but full original building drawings were not made available to TKDA at the time of the site visit. The building is a one-story wood framed office building on a concrete slab supported by an unknown foundation system composed partially of masonry block. Wright County, referred to as the County hereafter, requested the review for recommendations on future steps, if required, to remediate any observed structural deficiencies with a focus from the County of the existing slab on grade.

Site Observations

TKDA completed a visual observation of the existing structure. The building was generally in good condition and did not appear deteriorated. The concrete slab located along the east side of the building has a interior slope and has a circular depression in the floor. No associated cracking was observed although the slab was covered by carpet. Minor slab cracking was observed in the adjacent mechanical room floor, but correlation to the sloping slab condition is unknown at this time. Visual observation of the roof structure was not complete at this time. The TKDA team completed a visual observation of the exterior of the building and noted the masonry foundation and roof framing appeared to be in good condition for the age of the building, as shown in Photo 1. The exterior sidewalk along the east side of the building potentially has settled away from the structure, increasing the indented gap between the structure and pavement, as shown in Photo 2. This could allow water infiltration. Additionally, the stoop at the back door on the south side of the building has settled away from the surrounding pavement and created differential settlement, as shown in Photo 3. Both issues are not indicative of the interior settlement and may be unrelated issues.

Photo 1. Overall Building

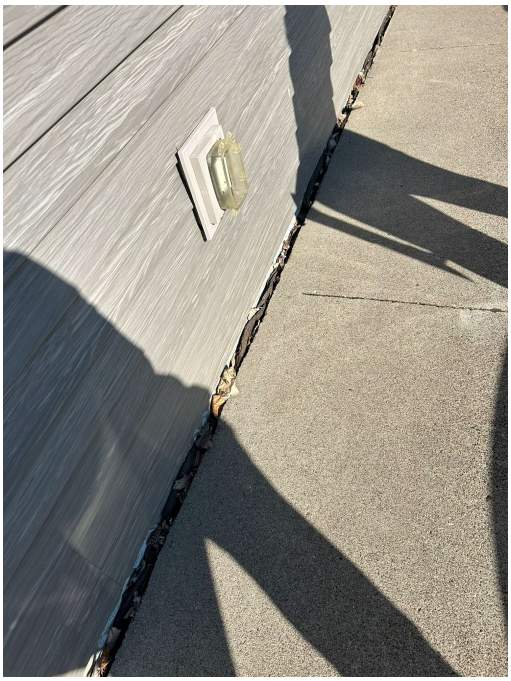


Photo 2. Sidewalk

Photo 3. Stoop Settlement

Additional Information

TKDA contacted Rhet Architecture from the Building Floor Plan drawing supplied by the County. Rhet was unable to supply the original structural drawings for the building; however, some of the original architectural drawings, dated November 20, 2006, were available. These drawings indicate that the structure sits on a minimum of 42” frost footing (see Figure 1) which could not be confirmed by TKDA at the time of our visit.

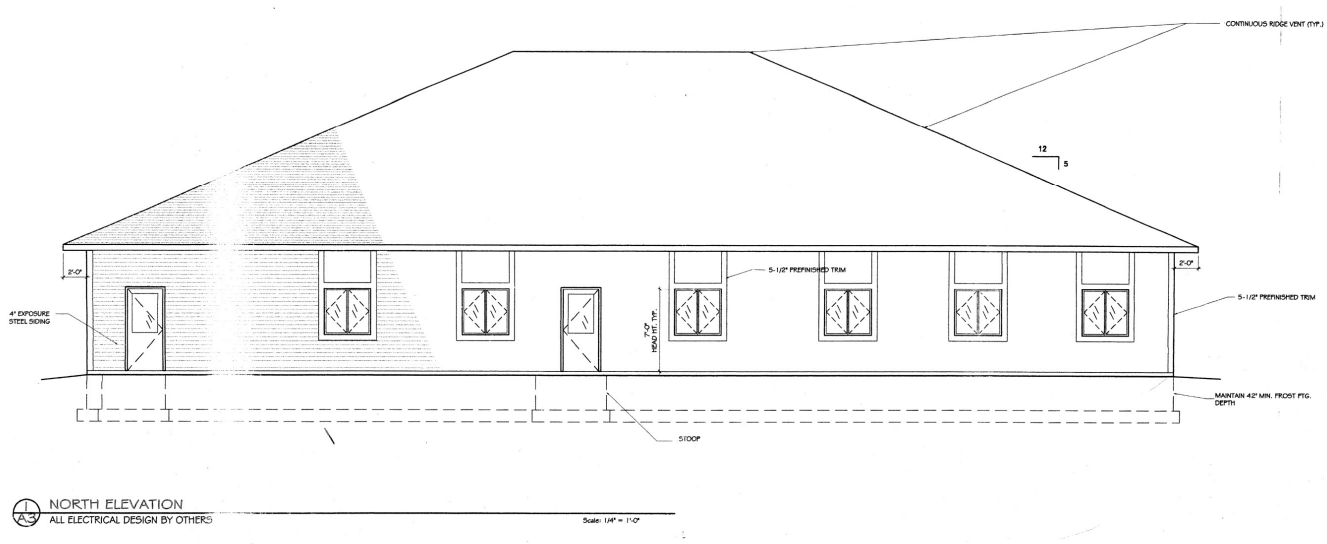


Figure 1. Original Building Elevation

Current Minnesota State Building Code (MSBC) requirements for buildings requires a minimum 42” footing depth for heated structures. This structure was constructed in 2006 and meets current code.

Recommendations

If the County elects to further investigate, two courses of action are available. The first would be to complete a soil boring of the material under the slab to determine if there are any voids and to confirm that the subsurface material is sufficient to support the slab. This requires destructive testing and would interrupt business operations. The second testing option would be a Ground Penetrating Radar (GPR) scan to determine if any voids have occurred under the areas of concern in the slab. GPR would be a non-destructive test. These tests could be performed by a geotechnical engineering company (Braun, AET, etc.) as TKDA does not have the capabilities to perform either of these tests.

Conclusion

According to TKDA’s site inspection, the existing building structure was in generally good condition apart from the circular floor depression. No additional signs of distress were evident and therefore, it is TKDA’s opinion that the slab depression does not warrant immediate remedial action. There are several options for further testing to investigate the issue to allow the County to potentially determine the source of the depression and determine if additional action would need to be taken in the future.

This report was prepared with a standard of care appropriate to the specific project contract requirements. TKDA’s scope for this phase is based on visual observations performed by TKDA, review of existing documents made available to us, and our engineering judgment. Additional clarifications or additions to this report may occur during future QA/QC processes or through newly added scope as authorized by you.

Sincerely,

Christoper Hutton, PE, AIA
Government Market Manager, TKDA

Alexandra Nadeau, PE
Senior Structural Engineer, TKDA

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

May 16, 2025 Project B2504387

Alan Wilczek
Wright County
3650 Braddock Avenue NE, Suite 3200
Buffalo, MN 55313

Re: Wright County Soil & Water Conservation Office Building Void Mapping
311 Brighton Avenue South
Buffalo, Minnesota

Dear Mr. Wilczek:

Braun Intertec Corporation is pleased to provide this letter to report the findings of the void mapping at the Wright County Soil & Water Conservation office building in Buffalo, Minnesota.

Background

We understand that Wright County is currently in the process of purchasing the building at the above-mentioned address. Staff have noticed a depression in the flooring. Prior to finalization of the building purchase, Wright County contracted Braun Intertec to investigate the extents of soil voids beneath the slab.

Observations and Discussion

A site visit was conducted by Derek Lalim, of Braun Intertec, on May 8, 2025. Ground Penetrating Radar (GPR) scans were collected to establish the existence of void space beneath the slab. GPR uses radio waves to locate objects in the concrete. The velocity and reflection of the radio waves are dictated by the dielectric constant of the medium. Concrete, air and steel have vastly different dielectric constants which cause reflections in the radio waves and are recorded on a receiving antenna. This technique was used to locate areas where a void space existed between the concrete slab and soil subgrade. Figures 1 and 2 show the approximate lateral extents of the void space perceived beneath the concrete slab.

Figure 1. Floorplan and Areas (in red) with Voids Beneath the Slab

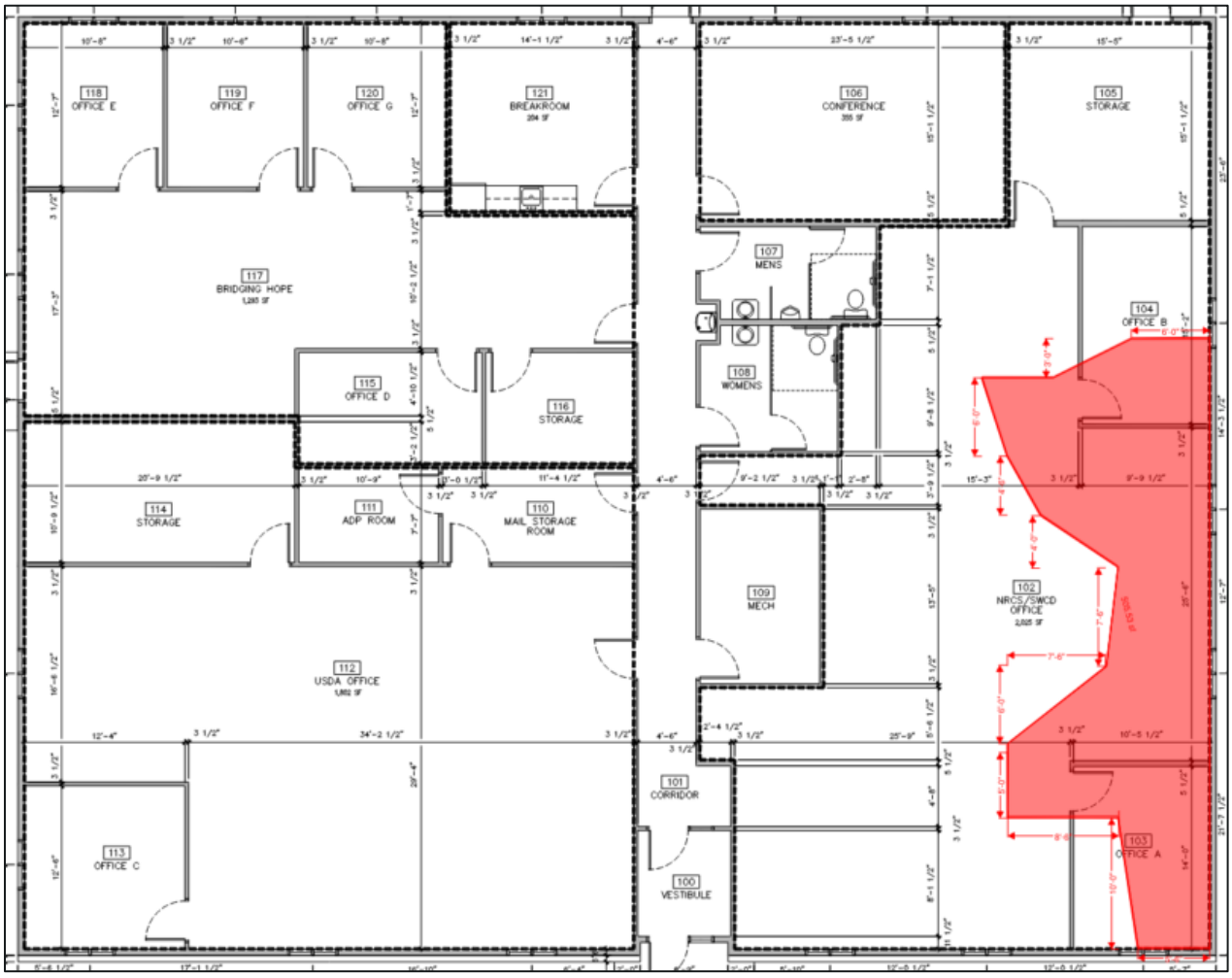
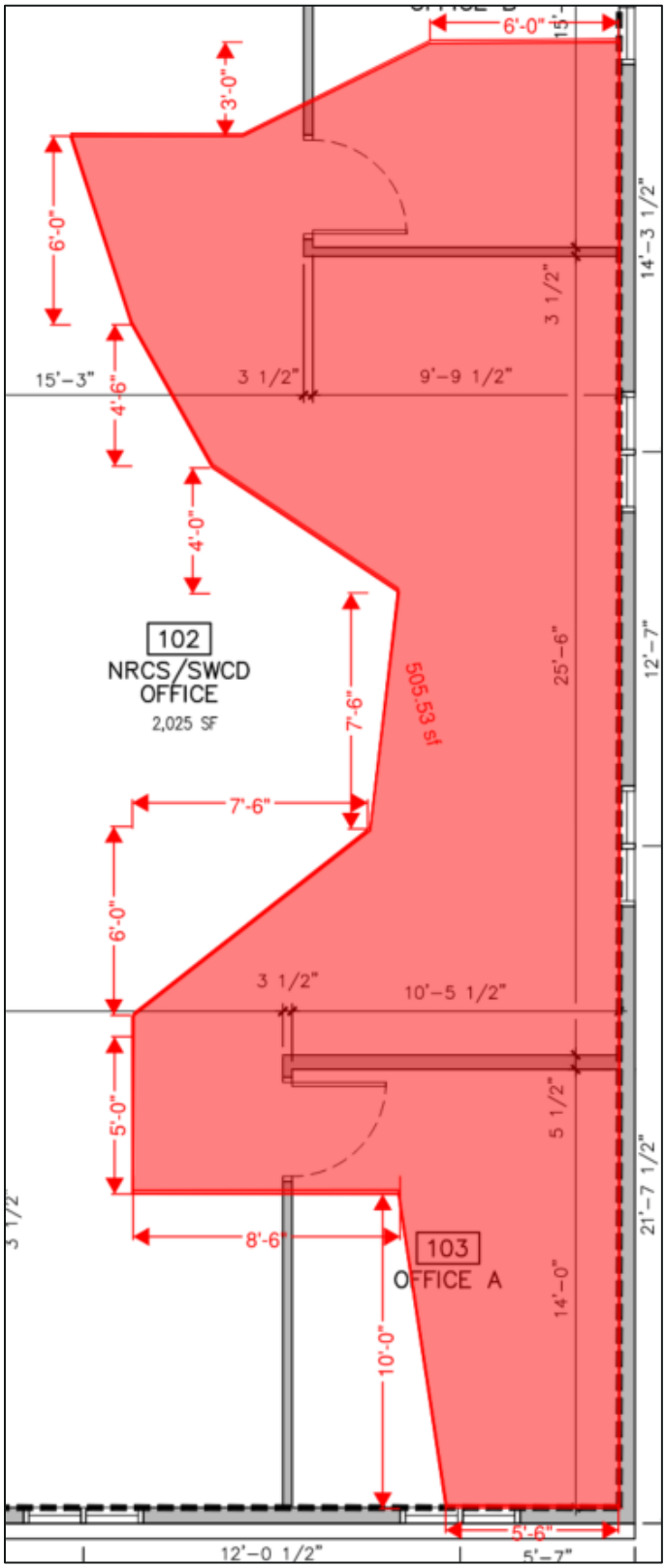


Figure 2. Magnified Image of Voids Beneath the Slab



GPR scans were collected approximately 3-feet on-center in each direction throughout the building. The perceived void space was outlined with painters tape in the field, and distances were measured via laser tape and transcribed to field sheets. The approximate area of the void space is 500 square feet. No destructive measures were taken during this site visit to document the depth of the void space or the soil conditions. To measure the depth of the void space would require destructive techniques as GPR cannot measure the depth.

General

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

If you have any questions, please contact Derek Lalim (dlalim@braunintertec.com) at 320.226.6418.

Sincerely,

BRAUN ITERTEC CORPORATION

Derek Lalim, PE
Project Engineer

Reviewed by:

Alfred Gardiner, PE
Director of Concrete Science, Principal Engineer

Attachments:
Photo Log (3 pages, 10 photos)

Photograph 1

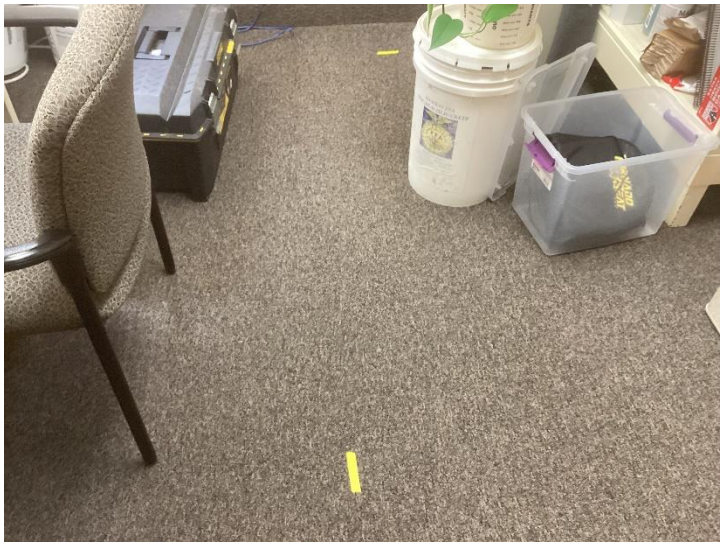
Overview of office from front desk

Photograph 2

Overview of office from supply room

Photograph 3

Outline of perceived void space in tape



Photograph 4

Outline of perceived void space in tape

Photograph 5

Outline of perceived void space in tape

Photograph 6

Outline of perceived void space in tape

Photograph 7

Outline of perceived void space in tape

Photograph 8

Outline of perceived void space in tape

Photograph 9	**Photograph 10**
Outline of perceived void space in tape	Outline of perceived void space in tape

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Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

June 6, 2025 Project B2504387

Alan Wilczek
Wright County
3650 Braddock Avenue NE, Suite 3200
Buffalo, MN 55313

Re: Engineering Report
Wright County Soil & Water Conservation Office Building
311 Brighton Avenue South
Buffalo, Minnesota

Dear Mr. Wilczek:

Braun Intertec Corporation is pleased to provide this report on the condition of the slab on grade at the office building located at 311 Brighton Avenue South in Buffalo, Minnesota.

Background

We understand that Wright County is currently in the process of purchasing the approximately 20-year-old building. The tenant's staff have noticed a depression in the flooring, and it is unknown when the depression was first noted. Prior to finalization of the building purchase, Wright County contracted Braun Intertec to evaluate the extents of soil voids beneath the slab.

Braun Intertec submitted a void mapping report on May 16, 2025 which is attached in appendix as Attachment 1 providing a map of the soil voids under the slab in the area where the depression is observable. The map was prepared using data we collected with ground penetrating radar (GPR), which provides indications of the horizontal extents of voids, but cannot delineate the thickness of the voids. Additional evaluation was requested to determine the thickness of the void condition at the site.

Field Observations

The site was revisited by Braun Intertec, on May 22, 2025. During the site visit, the condition of the slab depression was documented, and a location was selected for core extraction to observe the size of the void beneath the slab and the soil condition. The core location was selected based on the void mapping report provided on May 16, 2025. The map of the void determined using the GPR and the selected core location can be found in the Attachment 2 to this report.

The following observations were made onsite in the area where the void was observed using GPR and during and after core extraction:

- A depression is present in surface of the floor in the area determined to feature sub-slab voids. The general area is illustrated in photographs 1 and 2 in Attachment 3 of the appendix.

- As shown in photographs 3 and 4 in the appendix. near Office B (Room 104), separation of approximately 13/16 of an inch is present between the top of the carpet and the bottom of the door frames. Additionally, separation of approximately 1/2 of an inch is present between the top of the carpet and the bottom of the carpet strip attached to the wall.

- Separation between the top of the carpet and adjacent components was not observed in any other portion of the area featuring sub-slab void.

- As shown in Photographs 5 and 6 taken at the core location, the slab features a thickness of 6 to 7 inches, a sub-slab vapor barrier, and a sandy subgrade. Sandy subgrade was sampled and observed to a depth between feet using a hand-auger. Sandy subgrade was sampled and observed to a depth between 1.5 to 2.5 feet using a hand-auger.

- Photographs 7 to 9 show the void is approximately 7/16 to 1/2 of an inch deep, measured from the bottom of the slab to the top of the vapor barrier which is directly resting on the soil.

Discussion

The slab features a void space of approximately 1/2 of an inch deep at the location we cored. Near Office B approximately 3/4 of an inch of separation exists between the top of the carpet and adjacent components (i.e. bottom of door frames or carpet sections installed on the lower portion of the wall), indicating the slab has dropped 3/4 of an inch from its original position. This indicates a total settlement of the soil supporting the slab is 1 1/4 inches.

Soil settlement is not uncommon around exterior walls if backfill soil is placed without proper moisture or compaction. Due to the elapsed time since construction, it can be difficult to definitely evaluate the exact causation. When the subgrade is not properly compacted, soil subsidence in the first few years after casting the slab, results in a void below the slab. A supported slab may drop if the void is extensive enough. As the slab drops, it will often bind against the foundation wall or other slabs halting the movement, at least temporarily. If void remains under the slab additional movement can occur at a later date.

Recommendation

To stabilize the current location of the slab or possibly even lift it up, the void space below the slab can be filled with a polyurethane foam or cementitious slurry, known as “mud-jacking”. Though these techniques do not improve the soil conditions, however given the age of the structure, unless conditions are significantly changed, such as new loading or moisture condition, the soils are not expected to significantly further subside.

Alternatively, if the space is currently considered useable, the slab can be left in its current state without any improvements. However, if any remodeling work is planned, we strongly recommend filling the sub slab void as discussed above as this is relatively low cost solution, which would reduce the risk of damage to new renovations.

General

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

If you have any questions, please contact Ronald Koran (rkoran@braunintertec.com) at 651.431.1499.

Sincerely,

BRAUN INTERTEC CORPORATION

Ronald M Koran, PE
Project Engineer, Concrete Science

Professional Certification:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Christopher R Kehl, PE
Principal Engineer
License Number: 43459

CHRISTOPHER R. KEHL
LICENSED PROFESSIONAL ENGINEER
43459
STATE OF MINNESOTA

Attachments:
Attachment I – GPR Void Mapping Report
Attachment II – Site Map
Attachment III – Photo Log

Attachment I – GPR Void Mapping Report

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May 16, 2025 Project B2504387

Alan Wilczek
Wright County
3650 Braddock Avenue NE, Suite 3200
Buffalo, MN 55313

Re: Wright County Soil & Water Conservation Office Building Void Mapping
311 Brighton Avenue South
Buffalo, Minnesota

Dear Mr. Wilczek:

Braun Intertec Corporation is pleased to provide this letter to report the findings of the void mapping at the Wright County Soil & Water Conservation office building in Buffalo, Minnesota.

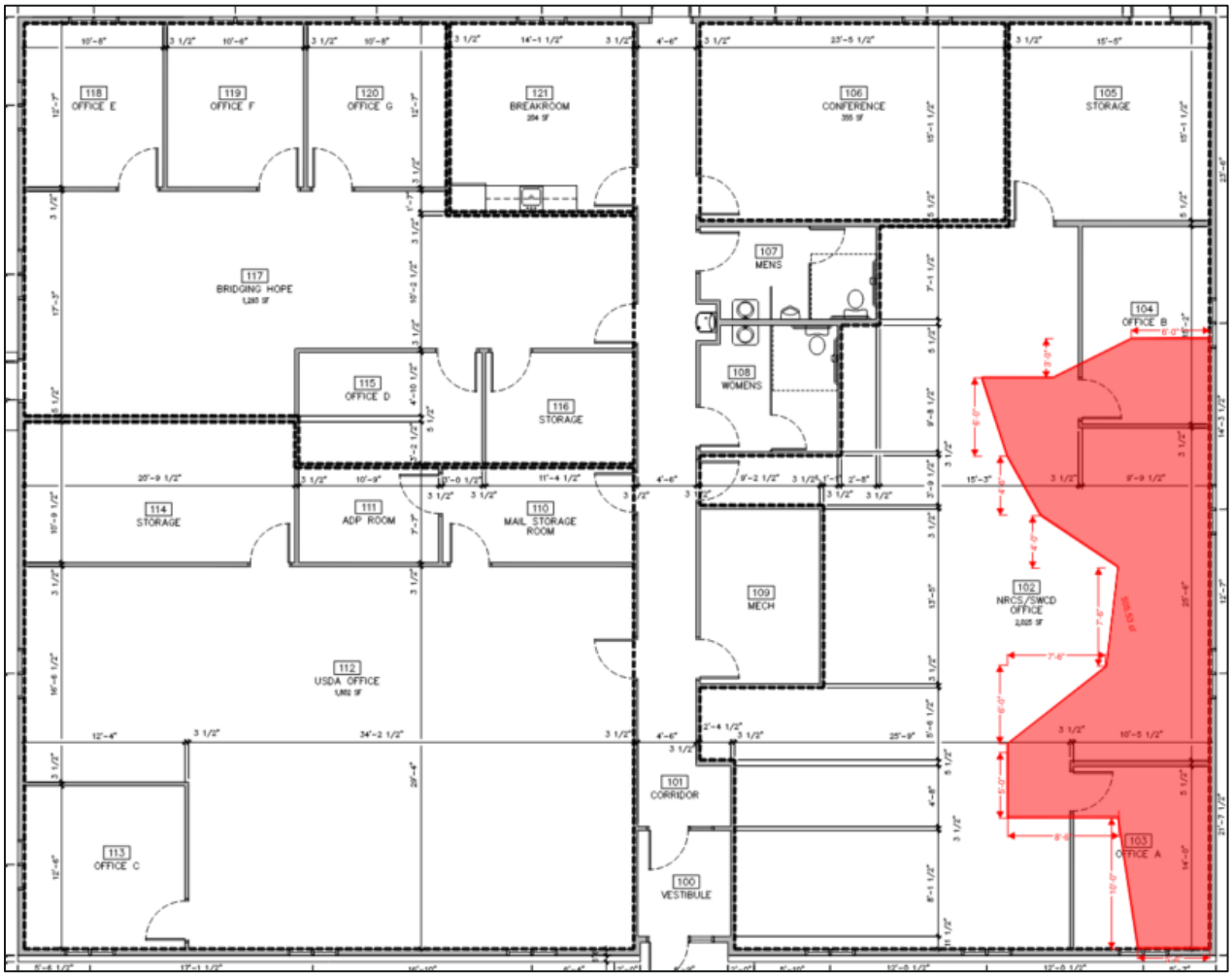
Background

We understand that Wright County is currently in the process of purchasing the building at the above-mentioned address. Staff have noticed a depression in the flooring. Prior to finalization of the building purchase, Wright County contracted Braun Intertec to investigate the extents of soil voids beneath the slab.

Observations and Discussion

A site visit was conducted by Derek Lalim, of Braun Intertec, on May 8, 2025. Ground Penetrating Radar (GPR) scans were collected to establish the existence of void space beneath the slab. GPR uses radio waves to locate objects in the concrete. The velocity and reflection of the radio waves are dictated by the dielectric constant of the medium. Concrete, air and steel have vastly different dielectric constants which cause reflections in the radio waves and are recorded on a receiving antenna. This technique was used to locate areas where a void space existed between the concrete slab and soil subgrade. Figures 1 and 2 show the approximate lateral extents of the void space perceived beneath the concrete slab.

Figure 1. Floorplan and Areas (in red) with Voids Beneath the Slab



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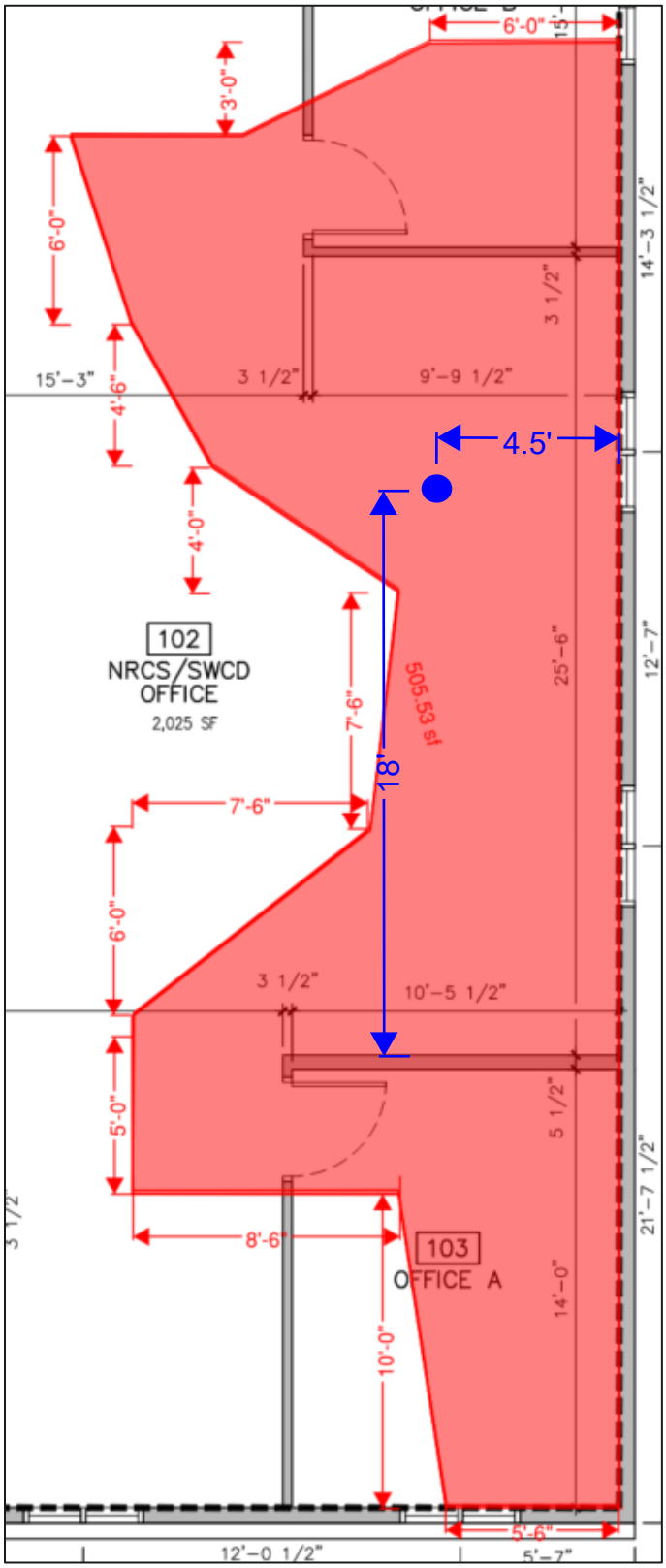

GPR scans were collected approximately 3-feet on-center in each direction throughout the building. The perceived void space was outlined with painters tape in the field, and distances were measured via laser tape and transcribed to field sheets. The approximate area of the void space is 500 square feet. No destructive measures were taken during this site visit to document the depth of the void space or the soil conditions. To measure the depth of the void space would require destructive techniques as GPR cannot measure the depth.

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If you have any questions, please contact Derek Lalim (dlalim@braunintertec.com) at 320.226.6418.

Sincerely,

BRAUN ITERTEC CORPORATION

Derek Lalim, PE
Project Engineer

Reviewed by:

Alfred Gardiner, PE
Director of Concrete Science, Principal Engineer

Attachments:
Photo Log (3 pages, 10 photos)

Photograph 1

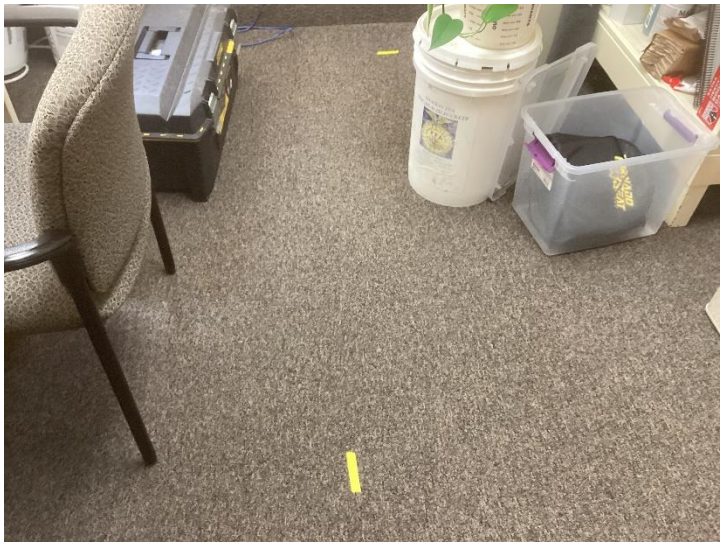
Overview of office from front desk

Photograph 2

Overview of office from supply room

Photograph 3

Outline of perceived void space in tape



Photograph 4

Outline of perceived void space in tape

Photograph 5

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Photograph 9	**Photograph 10**
Outline of perceived void space in tape	Outline of perceived void space in tape

Attachment II – Site Map

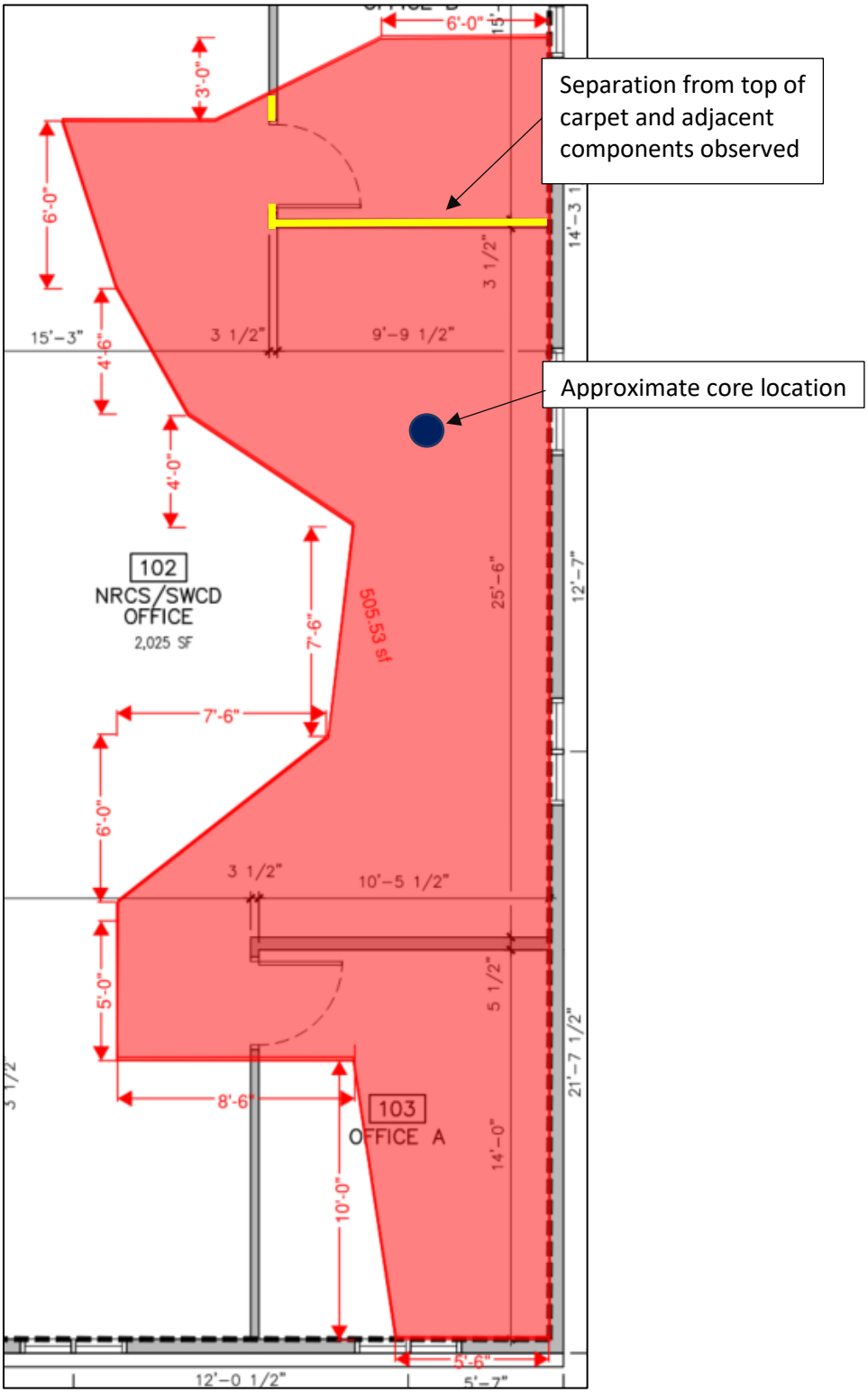


Figure 1. Field Map

Page **1** of **1**	Project Number B2504387	Wright County GPR Investigation 311 Brighton Avenue South Buffalo, Minnesota	BRAUN INTERTEC The Science You Build On.

Attachment III – Photo Log

Photograph 1

Overview of office from front desk

Photograph 2

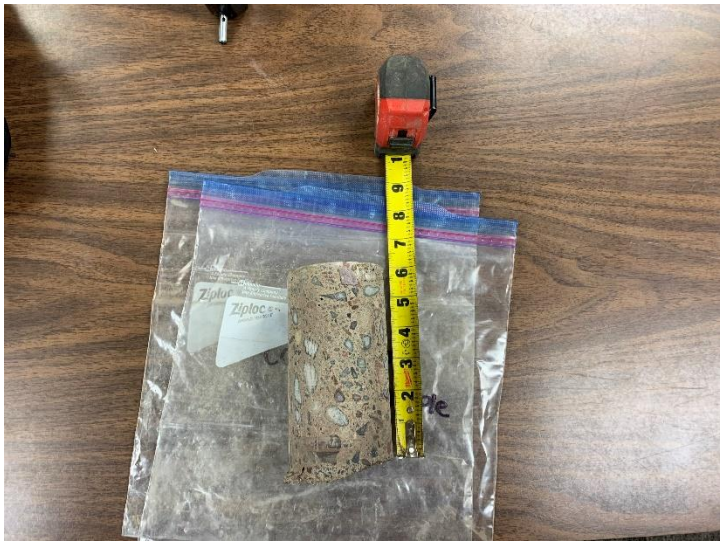
Overview of office from supply room

Photograph 3

Separation between top of carpet and bottom of door frame

Photograph 4

Separation between top of carpet and bottom of carpet strip attached to wall



Photograph 5

Slab thickness measured from core

Photograph 6

Sub-slab vapor barrier resting on subgrade

Photograph 7

Core displacement from falling into void

Photograph 8

Sub-slab void measured from bottom of slab to top of vapor barrier (imaged using borescope)

Photograph 9

Sub-slab void measured from bottom of slab to top of vapor barrier (imaged using borescope)

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
BTP5489

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Minutes & Recommendations from the County Board Workshop (6-10-2025)
1.Staff directed to move forward with the slimmed down version for County Board Meeting Agendas.
2. Do not move forward with challenge to Pelican Lake OHW
3. Move December 4th public Truth in Taxation to December 11th

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes & Recommendations from the County Board Workshop (6-10-2025)

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (1)

Document Name	Attachment Type
6-10-2025 Board WS Minutes.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

BOARD WORKSHOP MINUTES

WRIGHT COUNTY BOARD OF COMMISSIONERS

June 10, 2025

DATE APPROVED: DRAFT

District 1: Tina Diedrick
District 2: Darek Vetsch
District 3: Jeanne Holland
District 4: Nadine Schoen
District 5: Robert (Kirby) Moynagh III

Present: Tina Diedrick, Jeanne Holland, Kirby Moynagh, Nadine Schoen, Darek Vetsch
Others Present: Greg Kryzer, Marc Mattice, Lindsey Meyer, Clay Wilfahrt, Brian Lutes; Matt Tourville

1. 9:00 a.m. Schedule Meeting as Needed

9:02 a.m. Commissioner Vetsch called the meeting to order. The following meetings were scheduled:

- Regular County Board Meeting – Tuesday, July 8, 2025, at 9:00 a.m. (Replacing July 15, 2025)
- Budget Committee of the Whole – Tuesday, August 12, 2025, at 9:00 a.m. (Replacing August 12, 2025 Workshop)
- Regular County Board Meeting – Tuesday, September 9, 2025, at 9:00 a.m. (Replacing September 2, 2025)
- County Board of Commissioners Workshop – Tuesday, September 9, 2025, at 10:30 a.m. (Time Change From 9:00 a.m.)
- Regular County Board Meeting – Tuesday, September 23, 2025, at 9:00 a.m. (Replacing September 16, 2025)
- Public Truth in Taxation Meeting – Thursday, December 11, 2025, at 6:00 p.m.

RECOMMENDATION: Informational Only.

2. 9:05 a.m. Ehlers Quarterly Investment Review

9:09 a.m. Ehlers Public Finance Advisors Senior Investment Advisor & Portfolio Manager Matt Tourville presented the Quarter 2 2025 Wright County Portfolio Review, which included an economic update, portfolio summary, and planned actions for managing the portfolio.

***RECOMMENDATION**: Informational Only.*

3. 9:15 a.m. Claims Report

9:22 a.m. County Administrator Greg Kryzer presented the changes to the claims report for County Board Meeting Agendas which included a slimmed down version to protect sensitive information being released. The report will now be a summary instead of full report.

***RECOMMENDATION:** Staff directed to move forward with the slimmed down version for County Board Meeting Agendas.*

4. 9:25 a.m. Pelican Lake OHW

9:29 a.m. Board discussion had on whether to challenge the Minnesota DNR's high water mark on Pelican Lake.

RECOMMENDATION: *Do not move forward with challenge.*

5. 9:35 a.m. Legislative News

9:39 a.m. County Administrator Kryzer presented what information was known about the passing of the state budget.

RECOMMENDATION: *Informational Only.*

6. 9:45 a.m. Schedule December 2025 Workshop

9:45 a.m. Commissioner Vetsch asked for the public Truth in Taxation be moved from December 4th to December 11th.

RECOMMENDATION: *Consensus was to move the meeting to December 11, 2025, at 6 p.m.*

7. 10:00 a.m. Adjourn

10:07 a.m. Commissioner Vetsch adjourned the meeting.

Minutes submitted by Bryan Palmer, Clerk to the County Board.

DRAFT

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
6/24/2025 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
(•) RFBA ( ) Minutes Submission ( ) Warrants Submission

Target Section
( ) Consent Agenda ( ) Timed Agenda
(•) Item for Consideration

Originator
JAE4296

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve and Adopt Recommendations from the Personnel Committee Meeting (06-16-2025)
1. Request board approval to update policy 302.04
2. Request board approval to change Travel Policy Amendment, removing the requirement for all staff to coordinate travel through a single position and allowing exemptions from the State contract with approval of the County Administrator.
3. Request board approval to include under Section 710 of the Wright County Personnel Policy would be three main points:
- Establish the information that can be provided to any AI program, which is public data only. No private data or sensitive data can be included in any AI efforts.
- Provide examples of what can be done and what must not be done with AI, which can only be used currently in cloud-based environments, according to the BCA requirement.
- Require leadership involvement in ensuring that a thorough human review of any AI-produced document or product is created.
4. Request board approval to move forward with the proposal with MetLife for Paid Medical Leave and Short-Term Disability Benefits.

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve and Adopt Recommendations from the Personnel Committee Meeting (06-16-2025)

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

☐ Finance Review ☐ Legal Review ☐ Risk Mgmt Review ☐ Skip Workflow

Agenda Item Attachments (5)

Document Name	Attachment Type
06.16.2025 Personnel Committee Recommendations.docx	Attachment
302 HOLIDAYS.docx	Attachment
Memo for Travel Policy Amendment.pdf	Attachment
Proposed Wright County AI Policy.pdf	Attachment
Paid Leave and Short Term Disability.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

RECOMMENDATIONS

PERSONNEL COMMITTEE

DATE: JUNE 16, 2025

DATE APPROVED: DRAFT

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Robert (Kirby) Moynagh III	District 5

Members Present:	Nadine Schoen, Darek Vetsch
Others Present:	Greg Kryzer, Marc Mattice, Clay Wilfahrt, Matt Fomby, Lindsey Meyer, Schawn Johnson, Shawna Athman

THESE RECOMMENDATIONS ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

I. Update to Policy 302.04 - Overtime Working on a Holiday for Non-Union/Non-Exempt Employees

RECOMMENDATION: *Request board approval to update policy 302.04*

II. Travel Policy

RECOMMENDATION: *Request board approval to change Travel Policy Amendment, removing the requirement for all staff to coordinate travel through a single position and allowing exemptions from the State contract with approval of the County Administrator.*

III. AI Policy

RECOMMENDATION: *Request board approval to include under Section 710 of the Wright County Personnel Policy would be three main points:*

- *Establish the information that can be provided to any AI program, which is public data only. No private data or sensitive data can be included in any AI efforts.*
- *Provide examples of what can be done and what must not be done with AI, which can only be used currently in cloud-based environments, according to the BCA requirement.*
- *Require leadership involvement in ensuring that a thorough human review of any AI-produced document or product is created.*

IV. RFP Process for MN Paid Leave and Short-Term Disability

RECOMMENDATION: *Request board approval to move forward with the proposal with MetLife for Paid Medical Leave and Short-Term Disability Benefits.*

Recommendations submitted by Jenn Eggersgluss, Administrative Specialist

302 HOLIDAYS

Policy Adopted: 11-16-0

Policy Amended: 10-19-21
Policy Amended: 09-20-22
Policy Amended: 01-01-23
Policy Amended: 03-07-23
Policy Amended: 04-18-23
Policy Amended: TBD

302.01 POLICY STATEMENT

Regular and Probationary employees of Wright County will have the following as paid holidays, unless otherwise stated in a collective bargaining agreement:

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King, Jr. Day	Independence Day	Day After Thanksgiving
President's Day	Labor Day	Christmas Day
Memorial Day	Veterans' Day	

302.02 ELIGIBILITY

All full and part-time employees are eligible for holiday pay. All employees shall be paid straight time for the holiday. Part-time employees shall receive holiday pay on a pro-rated basis. To be eligible to receive compensation for an observed holiday an employee must work, have completed their scheduled work week and or required work hours per their FTE status, are considered to be in a paid status the day before and after a paid holiday, or be an exempt employee in paid status. Employees on prior approved paid absence shall be considered to have worked the day before or after the holiday.

If a paid holiday falls during an eligible employee's paid absence (e.g., PTO, ESLB), holiday pay will be provided instead of the paid time off benefit that would have applied.

Holidays are not paid out to employees upon separation in good standing or otherwise.

302.03 OBSERVANCE

When a paid holiday falls on a Saturday, the preceding Friday shall be declared a holiday for employees whose normal work schedule is Monday through Friday. When a paid holiday falls on a Sunday, the following Monday shall be declared a holiday for employees whose normal work schedule is Monday through Friday.

When Christmas Eve falls on a weekday (Monday – Thursday), County offices will be closed to the public starting at 12:00 PM. Employees regular schedules will remain the same, however. Employees who wish to take time off on Christmas Eve may use PTO, floating holiday, compensatory time, or time without pay. Employees must have a minimum of four (4) hours of

work or paid leave on their time sheets for Christmas Eve pursuant to Section 302.02 of the County's personnel policies to receive holiday pay for Christmas Day. Flexible scheduling may also be an option that can be used for time off on Christmas Eve. All time off requests and/or flexible scheduling require pre-approval by the employee's Supervisor.

302.04 OVERTIME WORKING ON A HOLIDAY

If a non-union/non-exempt employee is assigned to work by his/her supervisor on any of the observed paid holidays the employee shall be paid time and one-half (1 ½) for all hours worked in addition to holiday pay.

302.05 FLOATING HOLIDAY

In addition to the recognized holidays previously listed, eligible employees will receive 12 hours of Floating Holiday in each calendar year. An unused Floating Holiday will be forfeited at the end of the calendar year.

The following outlines the accrual rate for **new hires** and the procedures for use of the Floating Holiday:

1. Pro-rated Floating Holidays for new full-time hires:

If Hired	Eligible to Receive (Hrs.)
January - October	8
November	4
December	0

2. The Floating Holiday must be scheduled with prior approval of the employee's supervisor and can be scheduled only as a full day or half-day segments.
3. Floating Holiday may be taken once it is accrued on the County's payroll system.
4. Floating Holidays which have not been used prior to an employee's termination date shall be forfeited.
5. Floating Holidays are pro-rated for part-time employees.

This policy and the County's other policies, procedures, and other written documents, no matter how detailed, do not create a contractual right or equitable right to paid time off, vacation time, or similar forms of compensation ("Time Off Accrual"). The County specifically retains the right to change the terms of the described time off accruals and related terms at any time without notice to employees. There is no contractual right to time off accrual as described herein, and related documents and this paragraph shall be understood as an effective disclaimer of any claim for time off accrual.

Administration Department

3650 Braddock Avenue,
Suite 3200
Buffalo, MN 55313

Ph: (763) 682-7378
Fax: (763) 682-6178

www.co.wright.mn.us

MEMORANDUM

TO: Personnel Committee

FROM: Greg T. Kryzer, County Administrator

DATE: June 11, 2025

RE: Travel Policy Amendment

This memorandum has been prepared to provide background for the recommendation of the Personnel Committee. A copy of the proposed amendment is attached to the agenda.

Administration is proposing a change on page 7 to remove the requirement that all staff must engage with one position to coordinate travel and to create a carve out from using the State contract with approval of the County Administrator. The proposed change is as follows:

> Unless there is an exception provided by the County Administrator, ~~All~~ all out of state travel must be booked through the State of Minnesota Contract for Travel. ~~The coordination with the Travel Agent to Wright County happens with a main point of contact being the Procurement Analyst.~~

The reason for this proposed change is due to inherent delays in having one position coordinate all travel. Airline travel pricing fluctuates regularly, and the current system creates a situation where a slight delay can cause the additional expenditure of public funds.

There are also instances where being forced to always use the State contract creates unnecessary increases in pricing. For instance, the State contract charges $30 for all travel agent bookings. These costs can be eliminated in some instances where the time of travel is non-negotiable. Having this exception will reduce paying for an unnecessary service.

710 ACCEPTABLE USE OF TECHNOLOGY

Policy Adopted: **11-16-04**

Policy Amended: 5-26-15
Policy Amended: 12-13-16
Policy Amended: 3-27-18
Policy Amended: 11-5-18
Policy Amended: 10-22-19
Policy Amended: 4-07-20
Policy Amended: 2-02-21
Policy Amended: 2-21-23
Policy Amended: 12-03-24
Policy Amended: TBD

710.01 POLICY STATEMENT

Wright County is committed to providing employees with technology that promotes efficiency and effectiveness in the delivery of services to Wright County residents. This policy is designed to support this commitment by ensuring that the County's network, end user devices, applications and associated data are secure and protected as well as by enabling employees to attain maximum productivity when using technology. Violation of this policy may result in appropriate disciplinary action, up to and including discharge from employment.

710.02 DEFINITIONS

Artificial Intelligence (AI): Computer systems able to perform tasks that normally require human intelligence, such as visual perception, speech recognition, decision-making, and translation between languages. AI includes various versions, such as predictive AI (machine learning), Generative AI (see definition below), and Agentic AI (completes tasks autonomously, such as a virtual assistant or self-driving car).

County Employee: This is all employees (regardless of status or title) accessing and utilizing the County's Information System and Technologies. This can also include personnel who work external to the County, but for the purpose of their work access County Information System and Technologies.

County's Information System and Technologies: Any systems, resources, devices, and/or application(s) hosted, owned, licensed, or leased by the County.
Examples: office phones, laptops, servers, networks, Wi-Fi connections, applications, cloud services, etc.

Covered Persons: the following persons are covered by Section 710.10: which includes Wright County employees but also Elected Officials and Member of Boards, Commissions and Committees.

Data: Under this policy "data" refers to any data in any form that is collected, created, received,

maintained, or disseminated by the county.
Example: document, map, email, text, voice, video, logs, internet history, media, etc.

Data Protection Categorization Level:

- **Low:** Data that is defined by Minnesota Statutes, Chapter 13 as "public" and is intended to be available to the public.
- **Moderate:** Data that does not meet the definition of Low or High. This includes but is not limited to system security information, not public names, not public addresses, not public phone numbers, and IP addresses.
- **High:** Data that is highly sensitive and/or protected by law or regulation. This includes but is not limited to: Private Personnel Data, Protected Health Information (PHI), Social Security Administration (SSA) Data, Criminal Justice Information (CJI), Government-issued ID Numbers (e.g., Social Security Numbers, Driver's license numbers, State ID Card numbers, Passport Numbers), Federal Tax Information (FTI), (PCI) Account Data, and Bank account numbers.

Device: Any device(s) that performs or allows the performance of one or more of the following functions:

a. Creates, sends, receives, or stores data.
b. Processes data via an application that resides on a device, or in the cloud, either on the County network or another network used for County business.
c. Serves as a transient communications tool, such as texts, chats, messaging, voice, or video.
d. Hosts, transits, processes, captures, and stores data.

Examples: Phones (personal and/or County-owned), android devices, IOS devices, workstations, cameras, digital recorders, USB drives, external drives, and storage disks.

Generative AI: A class of artificial intelligence systems capable of generating content such as text, images, video, or audio based on a set of input data, rather than merely analyzing or acting on existing data. This technology is rapidly being incorporated into common online tools, such as search engines. (e.g., ChatGPT, Bard, Copilot, Claude, Dall-E, Midjourney, Synthesia)

Not Public Data: Any data that has restricted access under the Minnesota Government Data Practices Act, the Federal Bureau of Investigation, the Minnesota Bureau of Criminal Apprehension, the Health Insurance Portability and Accountability Act (HIPAA), and under any other state statute, federal law, or temporary classification.

Public Data: Data that is defined by Minnesota Statutes, Chapter 13 as "public" and is intended to be available to the public.

Record of Value: A message sent via e-mail is considered a record of value if it is required for ongoing legal, fiscal, administrative, operational or research purposes. These messages, like any other record, are to be assigned to a record series based on the function and content of the

message. The User is responsible for determining the nature and content of the e-mail and for assigning the proper record series.

Transitory Record: A message that does not meet the criteria to be classified as a record of value. Transitory records are generally documents of short-term interest that have no documentary or evidential value. The sender or receiver is not required to save or convert a transitory record. Most e-mail falls into this category and may be deleted immediately.

Users: All county employees, contractors, consultants, volunteers, agents, or other persons who are given access to the County's Information System and Technologies other than elected officials.

WrightNet or Intranet: The County's internal web site that serves as a central source of communications to Wright County employees. WrightNet is the proprietary name for Wright County's Intranet.

710.03 COUNTY'S RIGHT TO INSPECT AND MONITOR INFORMATION SYSTEM AND TECHNOLOGIES

The County reserves the right to monitor and inspect all data on the County's Information System and Technologies with or without notice, which includes private devices being paid for under a "bring your own device" policy. User shall have no expectation of privacy. By using the County's Information System and Technologies, Users consent that the County may, at its discretion, inspect, use or disclose any electronic communications or data without further notice for any legitimate business, legal, or disciplinary purpose and may disclose or disseminate such data to other appropriate individuals.

Any data found can be used as part of disciplinary action as well as criminal action. It is the User's responsibility to act professionally and in accordance with privacy and other laws when accessing the County's Information System and Technologies.

710.04 GENERAL USE OF TECHNOLOGY DEVICES AND THE COUNTY'S INFORMATION SYSTEM AND TECHNOLOGIES

Each user's access to the County's Information System and Technologies is set to the least privilege access only. If a User requires a different or higher privilege, a User needs to request management approval and contact the IT department.

The County's Information System and Technologies are provided to support County business and, accordingly, are intended to be used primarily for business related purposes. Unless prohibited by a more restrictive work rule or departmental policy, Users may engage in incidental and occasional personal use of the County's Information System and Technologies. Individual department heads may determine when a User's personal use becomes excessive or otherwise violates this policy. All personal use must be limited such that it:

1. Is done on the User's personal time, and not the County time.
2. Does not interfere with County business or the use of the County's Information System and Technologies.
3. Does not interfere with the User's job performance or activities.
4. Does not interfere with the job performance or activities of any other User.
5. Is not for personal financial gain or other promotional activities.
6. Is not for political or religious purposes that could suggest endorsement by the County.
7. Does not damage any of the County's Information System and Technologies.
8. Does not violate any rule set forth in this policy or other County policy.
9. Does not violate any federal, state, or local law.

If the County's Information System and Technologies are used for personal use, the User assumes personal responsibility for the additional cost of any such personal use and will pay any cost incurred for such use (for example: telephone long distance charges or cellular phone time charges). Any actions deemed potentially hazardous to network safety or security can result in removal of network access without notification.

710.05 ADHERENCE TO THE COUNTY'S INFORMATON SYSTEM AND TECHNOLOGIES SECURITY REQUIREMENTS

The protection of the County's Information System and Technologies is critical to ensure continuous county operations and to better serve our taxpayers and communities; therefore, *it is the responsibility of Users to protect the County's Information System and Technologies.*

All Users must adhere to Information System and Technologies requirements as listed below:

SECURITY REQUIREMENTS

a. Maintain a clean and safe environment.
b. Secure county devices and systems to avoid damage and theft.
c. When using the County's Information System and Technologies, only use licensed and up to date applications and/or operating systems.
d. Take preventable measures to keep unauthorized users from accessing Wright County's Information System and Technologies (e.g., lock computer when away from desk, log out on shared devices when no longer using, etc.).
e. Avoid using unsecure or unknown Wi-Fi and hotspots for connecting to Wright County systems and networks.
f. Complete Wright County Cyber Security Trainings, annually.
g. Take preventable measures to prevent phishing, malware, and viruses on the County's Information System and Technologies (e.g., do not click on suspicious links, do not install unauthorized software/applications, do not plug unknown devices into WC networks or hardware, etc.).
h. Take preventable measures to avoid intrusion and/or interruption to the County's Information System and Technologies (e.g., do not power-off shared devices/systems, do

not unplug network cables without approval, etc.).

i. Report all suspicious activity to the Wright County Information Technology (WCIT) Department.
j. Perform authorized routine updates to devices and system as warranted.
k. Perform routine updates to mobile devices as directed by the IT Department. Failure to do so will result in device suspension.
l. Maintain security while working external to WC Property and Buildings as follows:
    I. Procedures established by the IT Department must be followed when connecting to the County's network.
    II. Security measures defined by the IT Department (e.g., virus protection, firewall services) must be enabled and active while in the field. The User must not attempt to disable or alter these functions.
    III. Devices actively connected to the County's network or other approved networks must not be left unattended.
    IV. The County reserves the right to deny a User the use of devices and/or may block access to the devices or the County's network at any time.

SOFTWARE AND FILES

a. Users must adhere to software licensing agreements.
b. Users will not install application and/or software onto devices or the County's Information System and Technologies unless specifically authorized to do so by the IT Department.
c. User's access is set at least privilege access only. Users must not tamper with or attempt to modify access, or fail to report unauthorized access.
d. Users will perform periodic cleanup of files on devices and the network to promote good performance, lower disk utilization and compliance with record retention rules.
e. All files related to official county business MUST be maintained on County networks or contracted storage spaces (i.e., cloud services). Storage on external hard drives, thumb drives, or any other storage media, to include computer C: drives is explicitly prohibited without first contacting Wright County IT.
f. No personal files or files unrelated to County business shall be stored on the Wright County networks.
g. Unless authorized, users shall not delete or manipulate files created by others.

DEVICES, SYSTEMS AND NETWORK SECURITY PASSWORD REQUIREMENTS

a. Access to the County's systems and networks, at a minimum, must adhere to password and user ID requirements as required by the IT Department.
b. Access to specific applications must adhere to password and user ID requirements as provided by the director of the department "owns" the application or if indicated, the IT Department.
c. Passwords and user IDs shall not be shared unless specifically authorized by the department director and the IT Department. Reasonable care must be taken to secure unauthorized access to the password and ID (e.g., do not write down a password and place it in a location available to others, do not use a weak password, etc.).
d. The County reserves the right to revoke, withdraw or change user IDs or passwords.

SECURITY TRAINING REQUIREMENT

Users must complete security training as required by the IT Department and Human Resources. Refusal to attend and complete required training may result in a denial of access to Information System and Technologies. Refusal of employees to attend and complete required security training shall constitute insubordination and be just cause for discipline under these rules, policies, and procedures.

710.06 DATA PROTECTION

The protection of data is of prime importance to the County and its residents. Federal and State laws impose strict penalties for the mishandling of private/confidential data. While the IT Department provides tools and procedures for the protection of such data*, it is ultimately the responsibility of each department and its Users to protect the data they manage or access*.

a. Departments are responsible for ensuring that their employees are educated in the area of data protection. Employees shall be able to identify the different types of data, understand the legal requirements regarding the data, and be well versed with County procedures and policies designed to protect the data. Such education shall, at a minimum, ensure compliance with the training and testing requirements provided by the FBI, MN BCA, HIPAA and the State Auditor. Users must complete records training as required by the Administration Department. Refusal to attend and complete required training may result in a denial of access to the County's Information System and Technologies. Refusal of employees to attend and complete required records training shall constitute insubordination and be just cause for discipline under these rules, policies, and procedures. It is the Department Head's responsibility to ensure their staff attend and complete mandated records training.
b. The use of devices must be approved in coordination with Wright County IT and the department director.
c. Users must take reasonable steps to secure data that is not public by preventing unauthorized users from viewing the data and securing documents that are printed.
d. Data Protection while working outside of Wright County buildings will be provided as follows:
    I. The device must be a County-owned laptop, tablet, smart device, USB drive, camera, or digital recorder and must comply with standards established by the IT Department.
    II. The device shall be configured by Wright County IT with remote control and encryption capability as necessary. Remote wiping, i.e., deletion of all data on the device, will be performed by the IT Department upon approval from the User's department director. Prior to wiping a device, the department director must consult with the IT Department regarding the necessity for wiping the device. Wiping a device is typically done when a device is lost or stolen.
    III. Extreme care shall be used by the User when using devices that are not capable of remote control and/or encryption (i.e., cameras, digital recorders).

710.07 DEVICES

Additional security protocols for Devices:

a. Unless directed by IT, users shall exit each application and sign out of the network at the end of each workday.
b. All files must be stored on the Wright County networks to ensure enterprise backup. Local drives are never to be used for file storage.
c. Stationary devices such as desktop computers, desktop phones, network printers, and multifunction devices shall not be moved without approval from the supervisor and the IT Department.
d. Voice recordings and audio files are held to the same data protection requirements as other data set forth in Personnel Policy section 710.06 DATA PROTECTION.
e. Users shall restrict personal use of county devices to occasional activities that do not interfere with the ability to conduct county business. In addition, the following apply:
    i. Users shall not use county devices for religious or political purposes, including soliciting for charity or support for outside organizations, unless sponsored by the county.
    ii. Users shall not use county devices to advertise products or services or conduct any activity meant to foster personal gain, financial or otherwise, including outside business or commercial activities.

Acquisition of devices will follow:

I. Purchases of any devices must follow county purchasing guidelines, be approved through the IT Department's "Standard Device List", or must be specifically approved by IT, and must be justified. A department may acquire a device that is not on the IT Department's "Standard Device List" if it is approved by IT and is only used as a "stand alone" device in that it will not be connected to the County's network or to a device connected to the County network and will not require any IT services for installation or support.
II. Devices must provide functionality that supports the User's work in or out of the office.
III. Additional expense shall not be incurred for unnecessary capabilities that do not add proportional value.

710.08 Enterprise Applications

Internet/WrightNet:
Use of WrightNet must be related to work responsibilities and shall not be used for personal use. Personal use of the Internet is allowed under the same restrictions as the use of county devices as set forth in Personnel Policy section 710.07 DEVICES.

All Internet and WrightNet activities are monitored and logged. Information from monitoring and logging may be used for various reasons, which include, but are not limited to the following: investigation of network slowdown; system hardware or software problems including software

license compliance; general system failure; litigation or potential litigation; and suspicion of a crime or policy violation.

Users are prohibited from accessing prohibited content on any website or webpage when using the Internet/WrightNet on a county device, unless required to perform County work. This list of prohibited content includes but is not limited to:

a. Adult entertainment or sexually explicit material;
b. Web sites promoting violence or terrorism;
c. Illegal use of a controlled substance;
d. Intolerance of other people, races, religions, etc.;
e. Gambling or gaming sites;
f. Video or audio streaming for non-work-related purposes; and
g. Web sites promoting illegal activities.

E-mail:
Misuse of the e-mail system can result in poor system performance, a reduction in employee productivity, and increased infrastructure costs. It is therefore imperative that employees perform due diligence in the use of this system.

a. Examples of appropriate e-mail communications are:
   I. Business communications among County employees and County vendors.
   II. Communications relating to County business with the public.
   III. Communications among counties, local and State government employees relating to common business issues.

b. Examples of Inappropriate and prohibited activities are:
   I. E-mail containing copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, solicitation relating to illegal pyramid schemes.
   II. E-mail intentionally sent for the purpose of propagating computer viruses.
   III. The creation and/or forwarding of chain letters or chain content.
   IV. The viewing, copying, altering, or deletion of e-mail belonging to Wright County or individuals without authorization.
   V. The size of e-mail and e-mail attachments must adhere to size limits established by the IT Department.
   VI. Unsolicited and unknown e-mail attachments must not be opened. Such e-mail should be deleted.
   VII. Mass e-mails, (i.e., e-mails that are sent to all county e-mail users), are prohibited unless specifically authorized. Authorized employees shall obtain and follow the 'Mass e-mail Procedure" available from the IT Department.

c. E-mail Retention
   I. E-mail is automatically deleted from Outlook after 180 days.
   II. E-mails that are transitory records may be deleted immediately.

IV. If an E-mail is a record of value, the User must save it for the retention period applicable to the content of the E-mail in a location that is approved by the IT Department.

710.09 Cybersecurity Incident Reporting

Definitions: The following definitions apply to 710.09

Cybersecurity incident: An action taken through the use of an information system or network that results in an actual or potentially adverse effect on an information system, network, or the information residing therein.

Information System: A discrete set of information resources organized for collecting, processing, maintaining, using, sharing, disseminating, or disposing of information. The County's information system technologies is one example of an "Information System".

Network: A group of two or more components, which may include electronic devices, that are interconnected for the purpose of exchanging data and sharing resources.

Policy: Users and Elected Officials who have reasonably identified a cybersecurity incident or believe a cybersecurity incident has occurred that potentially impacts the County's Information System and Technologies, must immediately report the cybersecurity incident.

A. For a reported who is a Department Director/Head or Elected County Official:

1. **Immediately verbally report** the cybersecurity incident to the Director or Assistant Director of the IT Department through the following phone numbers: 763-760-8164 and 763-443-7357. If there is no verbal response, provide the following information via voicemail on one or both of those phone numbers:
    - Contact's Name;
    - Contact's direct contact information;
    - System(s) potentially impacted, if known, and;
    - Brief details of the cybersecurity incident and impacts.

   After the cybersecurity incident is reported, immediately submit an IT Issue Ticket with all applicable information about the cybersecurity incident. The Director of Assistant It Director, may, in writing, advise the reporting person that an IT Issue Ticket can be submitted at a time other than immediately.

B. For a reporter who is an appointed member of a County board, commission, or committee:

2. **Immediately verbally report** the cybersecurity incident to Wright County's liaison to the County board, commission, or committee, if there is one. If that is not possible, **immediately verbally report** the cybersecurity incident to the Director or Assistant Director of the IT Department through the following phone numbers: 763-760-8164 and 763-443-7357. If there is no verbal response, provide the following information via

voicemail on one or both of those phone numbers:

- Contact's Name;
- Contact's direct contact information;
- System(s) potentially impacted, if known, and;
- Brief details of the cybersecurity incident and impacts.

If you have access to the IT Issue ticket system, after the cybersecurity incident is reported, **immediately** submit an IT issue ticket with all applicable information about the cybersecurity incident. If you do not have access to the IT issue ticket system, the IT Department will suggest a means to securely submit the applicable information, in writing, about the cybersecurity incident. The Director or the Assistant Director of the IT Department may, in writing, advise the reporting person that an IT issue ticket or an alternate written submission can be submitted at a time other than immediately.

C. For any other reporter:

3. **Immediately verbally report** the cybersecurity incident to the user's supervisor or the user's department head/director or the user's assigned contact person. If that is not possible, immediately verbally report the cybersecurity incident to the Director or Assistant Director of the IT Department through the following phone numbers: 763-760-8164 and 763-443-7357. If there is no verbal response, provide the following information via voicemail on one or both of those phone numbers:
    - Contact's Name;
    - Contact's direct contact information;
    - System(s) potentially impacted, if known, and;
    - Brief details of the cybersecurity incident and impacts.

If you have access to the IT Issue ticket system, after the cybersecurity incident is reported, **immediately** submit an IT issue ticket with all applicable information about the cybersecurity incident. If you do not have access to the IT issue ticket system, the IT Department will suggest a means to securely submit the applicable information, in writing, about the cybersecurity incident. The Director or the Assistant Director of the IT Department may, in writing, advise the reporting person that an issue ticket or an alternate written submission can be submitted at a time other than immediately.

Upon receiving a verbal report of a cybersecurity incident, a supervisor or department head or assigned contact person must **immediately verbally report** the cybersecurity incident to the Director of Assistant Director of the IT Department through the following phone numbers: 763-760-8164 and 763-443-7357. If there is no verbal response, leave a voicemail message on one or both of those phone numbers:

- Contact's Name;
- Contact's direct contact information;
- System(s) potentially impacted, if known, and;
- Brief details of the cybersecurity incident and impacts.

The supervisor or department head or assigned contact person will then ensure that an IT Issue Ticket is timely submitted with all applicable information about the cybersecurity incident.

710.10 Artificial Intelligence (AI) Proposed Language

A. Purpose: The purpose of this policy is to provide requirements and establish a framework for the responsible use of services enhanced by Artificial Intelligence (AI) (referred to in this Policy as AI-enhanced services) for individual work tasks by Covered Persons. It aims to guide Covered Persons on how to use AI-enhanced services responsibly in a manner that:

I. Adheres to legal and regulatory requirements.
II. Balances confidence and skepticism.
III. Delivers value and benefits to Wright County's residents, partners, and constituents.
IV. Secures protected information and data.

This document does not cover standards that may be developed to guide the acquisition, creation, or use of AI tools beyond individual work tasks like writing, editing, researching, or other duties that improve employee productivity.

B. Background

I. AI refers to the simulation of human intelligence processes by computer systems. If an application can independently perform tasks that would otherwise require human intelligence, such as understanding natural language, recognizing patterns, making decisions, or interpreting complex data, it likely uses AI.
II. AI-enhanced services have been used by organizations for many years. However, new large language model (LLM) AI-enhanced services that are on the Internet and embedded into tools such as Microsoft 365, and GitHub, create the need for new governance to use these tools responsibly.
III. AI-enhanced services can be very helpful for a variety of tasks. However, it is important to use these services responsibly and consider potential legal, practical, security, and privacy issues. The content produced by available AI-enhanced services should be consistently and skeptically reviewed by Covered Persons before they incorporate it into their work tasks.
IV. People can input questions into available AI-enhanced services. The responses mimic humans but because the AI-enhanced service is not a human subject matter expert it is at a risk of providing responses that are inaccurate or incomplete.
V. When you submit data to an AI-enhanced service, it leaves a copy of the submitted data with the service. This may pose security and privacy risks. These risks are magnified if the AI-enhanced service automatically incorporates

submitted data into responses shared with other users as part of the data they are trained to use.

C. Usage Standards

I. Allowed AI Services

i. AI is only approved for use with a Data Protection Categorization Level of Low (i.e., public data).

ii. Any data that is classified as a Moderate or High Data Protection Categorization Level must NOT be used in AI-enhanced services unless the AI-enhanced service has been approved for such use through the Information Technology Department.

iii. If you are uncertain whether a service or tool incorporates AI-enhanced services and/or whether you are allowed to use the service, contact the Information Technology Department. AI-enhanced services are reviewed and verified through a process that includes understanding the AI's training, ownership of data, and level of security.

iv. All acquisitions of AI services must be requested through the IT Department.

II. Use of AI-Enhanced Services

i. Treat the information you are using in AI-enhanced services as if you were posting it on a public site.

ii. Consider using AI-enhanced services as a starting point, as opposed to the final output, which poses less reputational, legal, and other risks.

iii. AI-enhanced services may have biases, such as cultural, economic, and social biases. These biases may come from the source materials used in the AI-enhanced services. Review your final product (e.g., letter, memo, presentation, summary, chart, etc.) to ensure that unintended or undesirable instances of bias, or potentially offensive or harmful material, are changed or removed.

iv. Do not violate intellectual property rights, such as copyright laws. As an example, if AI appears to list an author for the online material, you may need approval to copy the material, such as the wording, a video, a picture, or a graph.

1. Content produced by generative AI systems may include copyrighted material. AI systems may be trained using data sourced from the internet without regard for copyright or licensing terms. It is extremely difficult to determine what content was used to train an AI system and to verify whether AI-generated content is wholly original or merely a slight stylization of existing copyrighted material. Therefore, it is imperative that any AI-generated content publicly utilized by the Covered Person is

properly verified and, if necessary, cited to the original creator and, again, if necessary, proper rights are obtained.

III. **Examples of Acceptable Uses:** AI-enhanced services may only be used for individual tasks that improve the way you work. Examples of acceptable use cases include:
   i. Summarizing long documents that only contain public information.
   ii. Researching public topics where the resulting content can be and is verified by a subject matter expert (SME).
   iii. Researching public topics where the resulting content can be and is verified by use of the originating source.
   iv. Generating draft documents that deal with public information.
   v. Utilizing for review of content, such as for spelling, grammar, and writing style.

IV. **Examples of Unacceptable Uses**
   i. Automatically responding to email messages without first reviewing content for accuracy and appropriateness.
   ii. Decision-making in situations where outcomes have not been verified by a subject matter expert (SME). For instance, using AI-enhanced services to generate a list of possible hiring criteria for a new position, but not asking a human resources SME to review those criteria before posting the job.
   iii. Generating a report through AI-enhanced services that includes Data Protection Categorization Levels of Moderate or High.
   iv. Generating a final product that includes fake data.
   v. Disseminating hallucinated (i.e., fake) citations or other fake data in any capacity.

If there is uncertainty about how to use AI-enhanced services responsibly, please contact the Information Technology Department for further guidance. Attorney vendors or contractors, or an attorney working in a professional attorney capacity for Wright County, may contact the County Attorney, as well.

D. Compliance and Legal Considerations

I. AI usage must comply with applicable laws, regulations, and industry standards.

II. The County Administrator may, at their discretion, inspect the usage of AI systems and require a department to alter or cease its usage of AI systems or a partner's usage of AI systems on behalf of the department.

III. Ensure that the output from AI-enhanced services is checked for facts, legality, and other responsible use concerns.

IV. AI should only be used to enhance human performance, not replace it. Do not use it as a substitute for your creativity, judgment, or expertise.

V. When using AI, you still need to follow any ethical rules or other rules related to your professional licensing.

VI. When using AI, you are required to comply with all applicable Wright County Policies or department standards.

VII. Verify AI content by going to the real source of the data. Below are some examples:

i. AI provides a quote from the Association of Minnesota Counties (AMC) that you would like to use for a presentation. Find the actual document on the AMC website to ensure your quote is real and is accurate.

ii. AI provides information on studies related to your job. Find the actual studies to verify they exist and to determine the actual findings of the studies.

E. Compliance and Legal Considerations: The Information and Technology Department ~~must~~ will provide training programs and awareness initiatives to educate Covered Persons about AI, its capabilities, limitations, and responsible use considerations. All Covered Persons must be trained ~~at least~~ annually, except for vendors and contractors. Vendors and contractors must comply with this Policy and may take training provided by Wright County.

F. Roles and Responsibilities

I. Attorney's Office: The Attorney's Office is responsible for assisting with the legal interpretation of this Policy.

II. Covered Persons: Covered Persons must comply with this Policy.

III. Department heads:

i. Department heads who have knowledge of, or believe, that a violation of this Policy has occurred or is occurring, are responsible for reporting it to the assigned Assistant County Administrator, Human Resources Director and the Information Technology Department (IT) Director.

ii. The Department Head is responsible for cooperating with the IT Director in reviewing requests in the Department Head's department for access to new AI-enhanced services. All requests for new AI-enhanced services that are not available to Covered Persons must be approved by both the assigned Assistant County Administrator, Department Head, and the IT Director.

iii. Departments may create their own specific departmental policies, which may be more restrictive to their specific roles, but not less restrictive than this policy. Specific Departmental policies, which are encouraged, must be routed for review through Legal, IT, Risk, and Administration.

IV. Information Technology Department: The Information Technology Department may develop additional procedures (when deemed necessary) to implement and enhance this policy. These procedures may include, but not be limited to, the following:

i. Approving the procurement or development of AI-enhanced services.

ii. Determining the process for procuring an AI-enhanced service, such as the vendor selection criteria, testing, and management during the lifecycle of the AI-enhanced service.
iii. Taking requests from departments for access to AI services through an IT ticket. Such requests would require both Department Head and IT Director approval.
iv. Ability to prohibit use of IT-specified AI-enhanced services.

V. **Supervisors and managers:** Supervisors or managers who have knowledge of, or believe, that a violation of this Policy has occurred or is occurring, are responsible for reporting ~~it~~ this information to their Department Head.

G. Violations of this AI Policy

I. Wright County reserves the right to utilize computer forensics during investigations ~~into~~ to investigate alleged violations of this Policy.
II. Violations of this Policy may result in disciplinary action, up to and including termination.
III. Violations made by a third party while operating or using an AI system on behalf of the County may result in a breach of contract and/or damages.
IV. Infractions that violate local, state, federal or international law may be reported to the proper authorities.
V. Reporting of Violations of this AI Policy:
i. Managers or supervisors who have knowledge of, or believe, that a violation of this Policy has occurred or is occurring, are responsible for reporting ~~it~~ of proposed violations to their Department Head.
ii. Department Heads who have knowledge of, or believe, that a violation of this Policy has occurred or is occurring, are responsible for reporting it to the assigned Assistant County Administrator, HR Director, and the IT Director.
iii. Other Covered Persons who have knowledge of, or believe, that a violation of this Policy has occurred or is occurring, are responsible for reporting ~~to~~ this information to their assigned Assistant County Manager; department supervisor; manager, department head, or Human Resources Director; the applicable liaison to the Board, Commission, or Committee.

OVERVIEW OF THE RFP PROCESS FOR MN PAID MEDICAL LEAVE AND SHORT - TERM DISABILITY BENEFITS

INFORMATION PROVIDED BY DAN OCHS, INTEGRITY BENEFITS

Overview of the Bid Proposal:

- Lowest bid for administering the MN Paid Leave Benefit program was submitted by MetLife.
- The projected cost for MetLife to administer the County's Paid Leave Program (State Mandated Program) is $48,898 per month which is computed through a payroll rate contribution of .79% (which would be split 50/50 between Wright County employees-.395% and the County .395%).
- The projected cost for the State of MN to manage the paid leave program for Wright County is $54,469 per month which is comprised of a payroll rate contribution of .88% (which would be split 50/50 between Wright County employees-.44% and the County-.44%).
- The Paid Leave Benefit proposal submitted by MetLife equates to a savings for the County of roughly $5,571 per month or $66,800 per year.
- Administration – The expected turnaround time for claims for the State of Minnesota is projected to be 55-60 days, in some cases employees are back to work before they will receive payment from the State. The turnaround time for MetLife is approximately 2-5 business days once all of the necessary information has been received. There will be one claims examiner for all lines of coverage (STD, LTD, Supplemental Health, PFML) so it will be an easier claims experience for employees. Integrity Benefits will continue to be the County's service contact for all of our coverages, and we will have a dedicated MetLife service team to assist all Integrity clients for all lines of coverage.
- MetLife will offer a 2-year rate guarantee for the Paid Medical Leave coverage if the County has two fully insured products with them (Life, STD, LTD, Dental, Vision or Supplemental Health). **Note-MetLife provided the County with the lowest bid for voluntary STD and voluntary Supplemental Health insurance coverages through the RFP process.**
- Wright County's current voluntary STD rate is $.128 per $10 of weekly benefit. So, employees over age 44 will have a little bit higher rate with MetLife than the current plan. But the plan designs are quite a bit different. Our current STD plan covers the lesser of $500 per week or 66.67% of income for 6 months and it requires health history during annual enrollment if the election increase is over $25 per week. The proposed plan with MetLife is up to $2,500 per week, covers 70% of income up to 3 months and it does not require health history during annual enrollment. STD is a voluntary insurance coverage that employees can elect during the open enrollment period.
- Being that the State of MN Paid Leave program is meant to offer lower wage workers more of a financial benefit, if an employee elects to participate in the voluntary STD plan submitted by MetLife this-in-turn will assist Wright County employees with helping them get closer to 100% of their regular wages if they are approved for the paid leave program.