BOARD AGENDA
BOARD OF WRIGHT COUNTY COMMISSIONERS
Tuesday, August 19, 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. MINUTES - DISPENSE WITH READING, APPROVE AS WRITTEN/REVISED

A. Approve Minutes from County Board Meeting (7-29-2025)

B. Approve Minutes from County Board Meeting (8-5-2025)

III. REVIEW & APPROVAL OF AGENDA

IV. CONSENT AGENDA

A. ADMINISTRATION

1. Authorize Signatures on Joint Powers Agreement with Victor Township for Enforcement and Regulation of Cannabis

B. FACILITIES

1. Authorize Backfill of Facilities Supervisor Position Due to Retirement

C. FINANCE & TAXPAYER SERVICES

1. Approve Budget Amendment 43, Usage of Septic Grant Funds

2. Approve Assessment to be Levied Against Benefited Land Owners for County Ditch Systems, Payable Year 2026.

3. Approve Budget Amendment 44, Highway Projects

4. Acknowledge Warrant Disbursements Issued Between July 22 through August 11, 2025

D. HEALTH & HUMAN SERVICES

1. Approve New Ownership/Licensee for St. Michael Tobacco, LLC (Formerly VIP Tobacco)

2. Approve Opioid Settlement Advisory Council (OSAC) Bylaws, Updated 2025

3. Approve Request to Rehire One Full-Time Office Lead Eligibility Specialist Position

E. PROJECT ADMINISTRATION

1. Approve Change to Grant End Date From 08/20/2025 to 10/31/2025 for ARP Grant TOWN-011 Maple Lake Township Surface Transportation Grant 2 ($28,479.68)

2. Approve Request to Rehire Vacant Project Manager - Business Analyst II Position (Internal Posting Only)

V. TIMED AGENDA ITEMS

A. 9:05 AM - DIANA RISTAMAKI - CENTRAL MINNESOTA JOBS & TRAINING SERVICES

1. Presentation by Central Minnesota Jobs & Training Services

B. 9:15 AM - LINDSEY MEYER - FINANCE DIRECTOR

1. Appoint Wright County Commissioners to Wright County Canvassing Board for August 26 Special Primary Election

C. 9:20 AM - CHAD HAUSMANN - HIGHWAY ENGINEER

1. Approve Resolution 25-48, Authorizing Submission of a Transportation Economic Development Infrastructure (TEDI) Application for the CSAH 35 Realignment and Redevelopment Project

2. Authorize Signatures on MnDOT Agreement No. 1060643 and Approve Resolution 25-49, for $1,500,000 in Local Road Improvement Program (LRIP) Funds

3. Approve Agreement No. 25-51 Between the Cities of Otsego and Albertville and Wright County for the Improvements to County Highways 137/37 Planned for 2025-2026 Construction

D. 9:27 AM - ROSS DEMANT - PARKS & RECREATION DIRECTOR

1. Authorize the Parks and Recreation Department to Coordinate a Special Archery Hunt in 2025

E. 9:32 AM - BARRY RHINEBERGER - PLANNING & ZONING ADMINISTRATOR

1. 1. Action to approve Ordinance 25-3 - Amending the Wright County Code of Ordinances, Chapter 155 - Land Use and Zoning
2. Action on Resolution Approving Publication of Summary Language of Adoption of Ordinance 25-3

F. 9:37 AM - JAMI GOODRUM - HEALTH & HUMAN SERVICES DIRECTOR

1. Act on the Recommendation of the Wright County Opioid Settlement Advisory Council

VI. ITEMS FOR CONSIDERATION

A. COMMITTEE MINUTES

1. Approve and Adopt Recommendation from the Ways & Means Committee Meeting (07-29-2025)

VII. ADJOURNMENT

VIII. 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 *
8/19/2025 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 (7-29-2025)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes from County Board Meeting (7-29-2025)

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 – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
7-29-2025 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, July 29, 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 9:00 a.m. Chair Vetsch called meeting to order.

At. 9:01 Vetsch requested a moment of silence for the passing of Senator Bruce Anderson.

MINUTES - DISPENSE WITH READING, APPROVE AS WRITTEN/REVISED

At 9:02 a.m. Vetsch requested passage of the minutes from July 8, 2025.

Motion by Commissioner Diedrick and seconded by Commissioner Holland.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

A. Approve Minutes from County Board Meeting (7-3-2025)

B. Approve Minutes from County Board Meeting (7-8-2025)

REVIEW & APPROVAL OF AGENDA

At 9:02 a.m. Vetsch requested approval of the agenda.

Motion by Commissioner Schoen and seconded by Holland.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

CONSENT AGENDA

At 9:02 a.m. Vetsch requested approval of the consent agenda.

Motion by Holland and seconded by Commissioner Moynagh.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

A. ADMINISTRATION

1. **Approval of Updated Wright County Data Practices Policy for Data Subjects and Wright County Data Practices Policy for Member of the Public**

2. **Approve Contract Renewal for Court Appointed CHIPS Attorney Contract**

3. **Authorize Chairperson to Sign Joint Powers Agreement with Franklin Township for Enforcement and Regulation of Cannabis**

B. FINANCE & TAXPAYER SERVICES

1. **Approve the Reimbursement of The American Rescue Plan Act Funds (ARP) as follows:**
   Approval of use of ARP funds from 01-099-493-8532
   $24,585.00 5.6 Clean Water: Stormwater- Silver Creek Township

2. **Approve the Reimbursement of The American Rescue Plan Act Funds (ARP) as follows:**
   Approval of use of ARP funds from 01-099-493-8494-6261
   $106,705.00 5.19 Broadband: "Last Mile" project-Frontier

3. **Approve Budget Amendment 40, Risk Management Safety Program**

4. **Acknowledge Warrant Disbursements Issued Between June 30 through July 21, 2025**

C. HUMAN RESOURCES

1. **Approve Language Changes to Section 301 of the Wright County Personnel Policy Manual**

D. PARKS & RECREATION

1. **Approve Proceeding with the Planning Phase of Approved Capital Improvement Plan Project 2025-PARK-01 Bertram Shared Maintenance Facility and Project 2025-PARK-06 Collinwood Utility Upgrades**

E. PLANNING & ZONING

1. **Accept the Recommendation of the Planning Commission to Rezone the Following Property: Johann Massmann - (Silver Creek Twp.) with a 4-2 Vote, the Planning Commission Recommends Approval to Rezone Parcels 216-100-282300 & 216-132-000010 from AG-General Agriculture to A/R-Agricultural Residential, with S-2 Residential-Recreational Shoreland Overlay District**

2. **Accept the Recommendation of the Planning Commission to Rezone the Following Property: Michael Klein - (Southside Twp.) with a 5-1 Vote, the Planning Commission Recommends Approval to Rezone Parcel 217-052-002030 from R1-Urban/Rural Transition & 217-000-142205 from R2a-Suburban Residential, to R-2-Suburban Residential, with S-2 Residential-Recreational Shoreland Overlay District**

3. **Accept Request to Withdraw the Rezoning of Tax Parcel 202-000-044400 and Dismiss the Matter, without Prejudice, at the Applicant and Property Owner's Request**

F. PROJECT ADMINISTRATION

1. **Approve Broadband Letter of Support**

G. SHERIFF

1. **Authorize and Sign Updated Joint Powers Agreement with the Bureau of Criminal Apprehension (BCA) to Continue Our Participation in the Internet Crimes Against Children Task Force (ICAC)**

2. **Request Authorization and Signatures on the 2026-2027 Radiological Emergency Preparedness Grant (REP), Eff. 7/1/2025-6/30/2027, $444,000**

TIMED AGENDA ITEMS

A. 9:05 AM - CLIFTONLARSONALLEN

1. **Review of the 2024 County Audit with CliftonLarsonAllen and Authorize the Publication the County's 2024 Summary Financial Statements and Vendor List**

At 9:02 a.m. Assistant County Administrator Clay Wilfahrt introduced Kristen Houle and Eric Smedsrud from CliftonLarsonAllen to discuss the 2024 Audit. Houle introduced the process of the county’s audit. Smedsrud went over the county’s financials.

At 9:10 a.m. Vetsch requested passage of the audit.

Motion by Holland and seconded by Schoen.

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

B. 9:15 AM - MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

1. Minnesota Counties Intergovernmental Trust 2025 Wright County Annual Report Presentation

At 9:11 a.m. Executive Director Gerd Clabaugh spoke on background of the Minnesota Counties Intergovernmental Trust. Vetsch questioned Clabaugh on claim numbers for PTSD and cyber-attacks. Clabaugh responded to the questions and spoke about the variability that comes with cyber-attack claims. Holland and Moynagh thanked Clabaugh for his service.

C. 9:30 AM - BARRY RHINEBERGER - PLANNING & ZONING ADMINISTRATOR

1. Review and Adopt the Notice and Order for Denial of Application for Rezoning, with Findings, of the Application by Paula Dalbec for the Rezoning of Approximately 5.6 Acres from R-2a Suburban Residential to R-1 Urban/Rural Transition

At 9:38 a.m. Planning & Zoning Administrator Barry Rhineberger spoke about the denial request of the application by Paula Dalbec. Moynagh questioned Rhineberger on the justification of denial. County Administrator Greg Kryzer asked if Dalbec or anyone on her behalf was present. No one came forward. Vetsch requested passing of the denial of application.

Motion by Holland and seconded by Schoen.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

D. 9:35 AM - JESSICA GADACH - ASSISTANT DIRECTOR OF TAXPAYER SERVICES

1. Recognize the Accomplishments of the Wright County License Center Exam Room and the Legislative Initiative Introduced by Wright County During the 2024 Legislative Session Effective August 1, 2025

At 9:41 a.m. Assistant Director of Finance Jessica Gadach spoke on the accomplishments of the License Center Exam Room. Holland spoke on the role Gadach has played in the process of making the License Center as good as it is. Schoen also spoke on Gadach's role. Vetsch thanked Gadach for her hard work in the License Center.

E. 9:40 AM - CARSON LAW - PARK SERVICE COORDINATOR

1. Approve Resolution Accepting Donations from Various Businesses for Prizes for the Wright County Parks and Recreation Challenge Wright Program

At 9:50 a.m. Park Service Coordinator Carson Law spoke on Resolution 25-47 Accepting Donations from Various Businesses for Prizes for the Wright County Parks and Recreation Challenge Wright Program. Diedrick spoke on all the parks in the system. Moynagh thanked the local business for donations. Vetsch requested passage of Resolution 25-47.

Motion by Diedrick and seconded by Holland.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

F. 9:45 AM - CHAD HAUSMANN - HIGHWAY ENGINEER

1. Adopt Resolution 25-45, Approving Minnesota Department of Transportation Cooperative Construction Agreement 1059687

At 9:55 a.m. Highway Engineer Chad Hausmann spoke on Resolution 25-45, Approving Minnesota Department of Transportation Cooperative Construction Agreement 1059687. Holland spoke on Hausmann's work. Kryzer spoke on the bid opening and the process for having a special meeting on the bids to be held at 9:00 a.m., Tuesday, August 5. Vetsch requested passage of Resolution 25-45.

Motion by Holland and seconded by Schoen.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

G. 9:48 AM - JAMI GOODRUM - HEALTH & HUMAN SERVICES DIRECTOR

1. HEALTH & HUMAN SERVICES CONSENT AGENDA

At 9:57 a.m. Vetsch requested approval of Health & Human Services consent agenda.

Motion by Moynagh and seconded by Holland.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

i. Approve Request to Rehire 1.0 Full-Time Public Health Supervisor Position

ii. Approve Public Health Task Force (PHTF) Member Application and Two-Year Term Reappointment:

1. Member Application:
a. Mary Maier, District 5

2. Two-Year Term Reappointment:

a. Emmanuel Ngabire, District 1. First Term Expires 2025-08-01
b. Jacquelyn Bergo, District 4. First Term Expires 2025-08-01

iii. Approve Opioid Settlement Advisory Council Member Application:
1. Kathy Gaudette Verde, District 5

iv. Approve Seasonal Liquor License for Apple Jacks Orchard, 2025

v. Approve Tobacco Licenses for Albertville Gas, Inc., Monticello Gas, Inc., Rockford Gas, Inc., 2025

2. HEALTH & HUMAN SERVICES TIMED AGENDA

i. Adopt Resolution HHS 25-07 to Accept May & July 2025 Donations

At 9:58 a.m. Health & Human Services Director Jami Goodrum spoke on the HHS 25-07, to Accept May & July 2025 Donations. Vetsch requested passage of Resolution HHS 25-07.

Motion by Holland and seconded by Schoen.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

ii. Adopt Resolution HHS 25-08 Proclaiming August 2025 as Child Support Awareness Month in Wright County

At 9:59 a.m. Child Support Supervisor Karen A. Popken spoke on Resolution HHS 25-08 proclaiming August 2025 as Child Support Awareness Month in Wright County. Vetsch requested passage of Resolution HHS 25-08.

Motion by Diedrick and seconded by Moynagh.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

iii. Recognize Cecilia Webb's Service and Retirement on July 31, 2025

At 10:02 a.m. Goodrum spoke on Cecilia Webb’s retirement. Public Health Supervisor Jon Young spoke on Webb’s retirement.

iv. HHS Director's Comments:
1. Foster Care Picnic

At 10:08 a.m. Goodrum spoke about the Foster Care Picnic.

ITEMS FOR CONSIDERATION

A. ADMINISTRATION

1. Adopt Resolution 25-46, Authorizing County Administrator to Sign Notation Agreement with USDA to Assume Lease

At 10:10 Kryzer spoke on Resolution 25-46, Authorizing County Administrator to Sign Notation Agreement with USDA to Assume Lease. Vetsch requested passage of resolution 25-46.

Motion by Diedrick and seconded by Schoen.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

2. Reschedule Budget Committee of the Whole on August 12, 2025

At 10:11 a.m. Kryzer spoke about rescheduling of the Budget Committee of the Whole meeting from 9:00 a.m., Tuesday, August 12 to 9:00 a.m., Wednesday, August 13, due to Federal Emergency Management Agency drill. Vetsch requested approval of the reschedule.

Motion by Diedrick and seconded by Moynagh.
Aye: 5; Nay: 0; Abstain: 0; Absent: 0; Recused: 0
For: Diedrick, Holland, Schoen, Moynagh, Vetsch

ADJOURNMENT

At 10:12 a.m. Holland spoke on the passing of Wright County Fair Board of Director's Dennis Beise. Kryzer also spoke on Beise's passing. Vetsch adjourned meeting at 10:13 a.m.

WARRANTS ISSUED

A. June 2025 Budget to Actual Report

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 *
8/19/2025 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 (8-5-2025)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes from County Board Meeting (8-5-2025)

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 – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
8-5-2025 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, August 5, 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, and Moynagh present.

Present were the following:

Board of Commissioners:	Tina Diedrick
	Jeanne Holland
	Kirby Moynagh
	Darek Vetsch
Absent	
Board of Commissioners:	Nadine Schoen

PLEDGE OF ALLEGIANCE

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

REVIEW & APPROVAL OF AGENDA

TIMED AGENDA ITEMS

A. HIGHWAY

1. Award Contract 25-06 (SAP 086-637-038) Reconstruction of CR 137 - from I-94 to Marx Avenue NE to Low Bidder

At 9:02 a.m. Highway Engineer Chad Hausmann spoke on contract 25-05, Reconstruction of CR 137 - from I-94 to Marx Avenue NE. Commissioner Holland thanked Hausmann for his hard work on getting to this point. County Administrator Greg Kryzer spoke on the bid. Vetsch requested awarding Contract 25-06.

Motion by Holland and seconded by Commissioner Diedrick

Aye: 4; Nay: 0; Abstain: 0; Absent: 1; Recused: 0
For: Diedrick, Holland, Moynagh, Vetsch
Absent: Schoen

ADJOURNMENT

At 9:04 a.m. Vetsch concluded the meeting

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Clay Wilfahrt

Requestor Title
Assistant County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
8/19/2025 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
CTW4081

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize Signatures on Joint Powers Agreement With Victor Township For Enforcement and Regulation of Cannabis

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize Signatures on Joint Powers Agreement With Victor Township For Enforcement and Regulation of Cannabis

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

Briefly describe how the request aligns with the selected value stream.
Provides Authority of Sheriff's Office to Enforce Regulations and HHS Compliance

Describe the impact on staffing resources.
Staff time will be spent on regulation and compliance

Fiscal Impact:
Unknown

Background/Justification:
In July of 2023, the County Board requested that the Attorney's Office present a Joint Powers Agreement (JPA) to cities and townships within Wright County for the regulation and enforcement of Cannabis. Victor Township sent the attached agreement for approval and signature by the County.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
Victor Township Cannabis JPA.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF WRIGHT AND VICTOR TOWNSHIP FOR THE ENFORCEMENT AND REGULATION OF CANNABIS

This agreement is made between the County of Wright and the Victor Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minn. Stat. § 471.59.

The County of Wright and the Victor Township agree that:

1. The County of Wright will act in place of the Victor Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Chapter 342 and any rules or regulations adopted under Minnesota Chapter 342 by the State of Minnesota or the Office of Cannabis Management.

2. The County of Wright is authorized to adopt, administer, and enforce within the jurisdictional limits of Victor Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium.

3. The County of Wright is authorized and has the consent of the Victor Township to register and enforce all registration requirements under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Wright. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.

4. The County of Wright will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of Victor Township. Source of funds shall be through State grant funds, County cannabis aid funds, general revenue funds and the collection of fees and penalties as established by the County of Wright.

5. The Victor Township shall retain all authority granted to it under Minnesota Chapter 462.

6. Any ordinance adopted by the County of Wright with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the

conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.

7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Wright shall maintain all records, accounts and reports for the regulation and registration of cannabis.

8. The County of Wright shall account for any funds and the County of Wright shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Wright in the event this agreement is terminated.

9. Wright County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Victor Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Wright County shall become an employee of Victor Township, and no employee of Victor Township shall become an employee of Wright County, by virtue of this agreement.

10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.

11. Indemnification and Hold Harmless:

    To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Wright and the Victor Township by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Wright Board Chair	Date
Victor Township [Mayor or Town Board Chair]	3/10/2025 Date

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Alan Wilczek

Requestor Title
Facilities Services Director

Department (please use dropdown to select department) *
FACILITIES

Target Meeting Date *
8/19/2025 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
AMW7382

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize Backfill of Facilities Supervisor Position Due to Retirement

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize Backfill of Facilities Supervisor Position Due to Retirement

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.
Position is responsible for the supervision of the staff maintaining county facilities and infrastructure.

Describe the impact on staffing resources.
Neutral impact with backfill of existing position.

Fiscal Impact:
Potential for favorable impact due to hiring at a lower level in the pay grade.

Background/Justification:
The current Facilities Supervisor is retiring and the position plays an essential role as a working supervisor. The position performs duties alongside the Maintenance Technician positions that report to them as well as coordinates the task assignments and quality control. One supervisor manages a team based out of the Law Enforcement Center and one manages the team based out of the Government Center. The responsibility for county sites are split between them.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (3)

Document Name	Attachment Type
Position Backfill Request – Facilities Supervisor.pdf	Attachment
Facilities Supervisor JD.pdf	Attachment
Facilities Staff Org Chart 7-30-25.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

moved forward

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
ADMINISTRATION

Position Backfill Request

Name of Department: Facilities

Department Head/Supervisor Alan Wilczek / Peter Kile

Position Title Facilities Supervisor

Date of Resignation: 8/29/25

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 - Yes

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

3. Is there a direct impact on Wright County's citizens?
   a. Yes or no, and please explain.
      Yes, there is an impact to the citizens that utilize county facilities. The Facilities Supervisor position is a working supervisor within the Maintenance Technician group. This position is responsible for maintaining one division of the facilities (approximately 410k sf).

4. Direct risk or cost for not backfilling this position?
   a. Yes or no, and please explain.
      Yes, the team has already been reduced by not backfilling two positions and is limiting the capabilities. Since this is a working supervisor position and they are expected to perform all of the duties of a maintenance technician, a further reduction would negatively impact workflow in performing both maintenance and repair. The position performs a very wide variety of tasks that keep sites safe and operational for other departments to function effectively.

5. Are there external funding sources tied to this position used?
   a. If yes – explain. No

6. Key activity or performance indicators that show the need for this position?
    a. Show the statistical data specific to the position.

        In addition to general repairs and responsibilities, there were 4,777 work order service requests issued to the team in 2024. There were 3,685 in 2023. These requests are in addition to the numerous requests made via email, phone call, and word of mouth. Responsibilities and performance expectations continue to rise as new projects are constructed and the facilities department asset list grows.

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

Recommendation for Board Approval: Yes _____ No _____

Date of Recommendation: _____

Facilities Supervisor

Department/Division: Facilities Department

FLSA Status: *Non-Exempt*

Union/Non-Union: Non-Union

General Definition of Work

Performs difficult skilled trades work supervising the Custodial staff in the maintenance and upkeep of the Wright County facilities and grounds; and assisting in the maintenance and repair of all mechanical, plumbing, electrical systems, and buildings and furnishings to provide a safe clean facility. Work is performed under the limited supervision of the Facilities Manager. Continuous supervision is exercised over personnel within the team.

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

Serves as Team Leader and participates in related facility maintenance work; carries out planned maintenance schedules; coordinates and performs activities related to the maintenance, cleaning, and repair of the facility including buildings, grounds, and related system components such as HVAC, mechanical, plumbing, electrical, security, and other systems.

Uses independent judgment providing supervision and leadership to personnel under position's span of control; makes and participates in decisions on matters of hiring, transfer, suspension, layoff, recall, promotion, discharge, assignment, reward, adjusting grievances or disciplining employees under position's span of control; sets goals and objectives for others to work towards and monitors performance; creates and maintains a positive work environment fostering effective performance of staff.

Monitors and verifies proper operation of various building systems including mechanical, HVAC, plumbing, electrical emergency generator, and locks; conducts preventative maintenance, troubleshooting, and repairs; performs grounds maintenance including snow and ice removal, and care of lawns, trees, plantings.

Inspects roofs and buildings' exteriors and interiors; performs maintenance on grounds maintenance equipment; maintains logs on building systems functions, maintenance, and repair activities.

Responds to County staff for facilities-related requests and to emergency problems after hours; remains in an on-call status for a 24-hour schedule.

Assists in administering service contracts; maintains technical manuals and Maintenance plan; orders supplies and equipment; provides input to supervisor on work unit procedures, budget items needed, and contracted services needed and provided.

Performs other duties and activities as assigned.

Knowledge, Skills, and Abilities

Knowledge of facilities cleaning and custodial practices; knowledge of facilities systems, troubleshooting, and repair including general electrical and plumbing repair and maintenance; knowledge of, and ability to use, power tools and equipment; knowledge of OSHA Safety regulations related to custodial work and chemicals; strong leadership skills and ability to motivate employees; verbal and written communication skills sufficient to effectively present information and respond to questions from a wide variety of audiences, and exchange and/or convey technical information; reading comprehension skills sufficient to read and interpret facilities related technical documents; interpersonal skills sufficient to exchange and or convey information, give and receive work direction, and maintain effective working relationships; ability to maintain grounds maintenance equipment; ability to learn Department computer systems; ability to perform data entry into various databases; ability to pay attention to detail and effectively organize time and anticipate, plan, and successfully respond to changing circumstances; ability to work

Facilities Supervisor

on on-call status for a 24-hour schedule when designated; 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 three years of experience in custodial/maintenance work with some supervisory experience, or equivalent combination of education and experience.

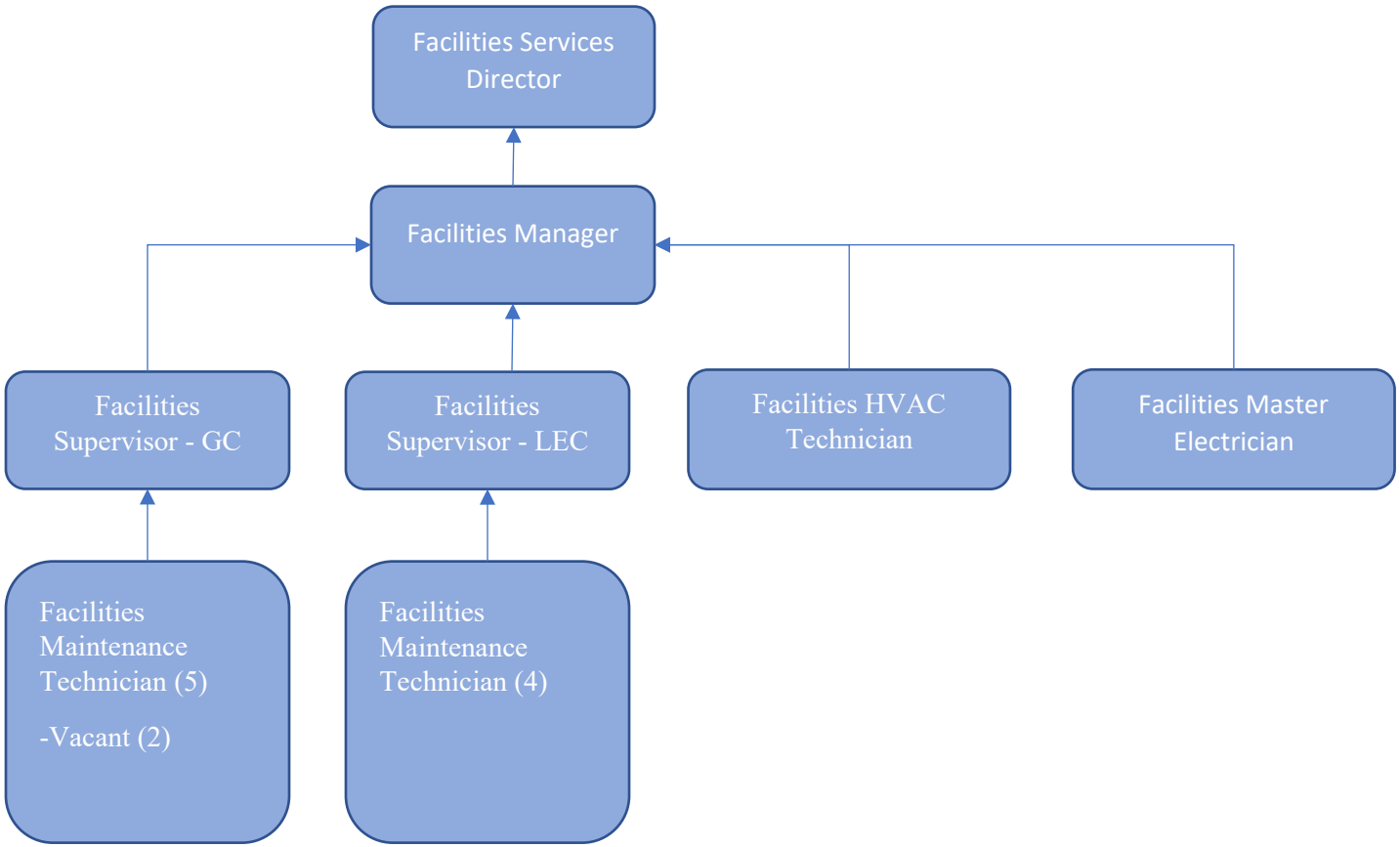
Physical Requirements

This work requires the regular exertion of up to 10 pounds of force and frequent exertion of up to 50 pounds of force; work regularly requires standing, walking, speaking or hearing, using hands to finger, handle or feel and lifting, frequently requires climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms and repetitive motions and occasionally requires sitting, tasting or smelling and pushing or pulling; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to outdoor weather conditions, exposure to the risk of electrical shock and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment and occasionally requires working in high, precarious places, exposure to toxic or caustic chemicals, exposure to extreme cold (non-weather), exposure to extreme heat (non-weather), working with explosives, exposure to vibration and wearing a self-contained breathing apparatus; work is generally in a moderately noisy location (e.g., business office, light traffic).

Special Requirements

State of Minnesota Second Class (2-C) Boiler Operator's license.
Requires the ability to pass a BCA background check.
A valid driver's license or evidence of equivalent mobility is also required upon hire.

Last Revised: 1/2/2019


Facilities Services Director
Facilities Manager
Facilities Supervisor - GC
Facilities Supervisor - LEC
Facilities HVAC Technician
Facilities Master Electrician
Facilities Maintenance Technician (5)
-Vacant (2)
Facilities Maintenance Technician (4)

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 *
8/19/2025 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
BMR5794

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Budget Amendment 43, Usage of Septic Grant Funds

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Budget Amendment 43, Usage of Septic Grant Funds

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

Briefly describe how the request aligns with the selected value stream.
The promotion of safe & healthy communities is prioritized through prevention, screening and wellness programs.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
In 2024, the County received grant resources specifically restricted for septic system repairs. These funds cannot be used for other expenditures. Unspent grant funds from prior years that remain available in the current year do not affect the County's overall property tax levy.

Background/Justification:
$20,000 in grant funds from BWSR, Minnesota Board of Water & Soil Resources, were received in late 2024 to assist the upgrading of non-compliant septic systems for low-income applicants. These funds went unused in FY2024 resulting in the funds being transferred to the general fund's restricted fund balance. The septic services have recently been performed and a transfer of fund balance of $20,000 to Planning & Zoning 6261 (Professional Services) is needed to cover the installation expenses incurred.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
RFBA August 19 2025 BA 43.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY MINNESOTA

REQUEST FOR BOARD ACTION

Board Meeting Date:	08/19/2025	✓	**Consent Agenda**
Requester's Name:	Lindsey Meyer		**Timed**
Title:	Finance Director		**Time Required:**
Department:	Finance		**Item for Consideration**

Board Action Requested:

Motion to Approve Budget Amendment 43, Usage of Septic Grant Funds.

Select which Value Stream the request primarily aligns with:

Promote Safe & Healthy Communities

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

The promotion of safe & healthy communities is prioritized through prevention, screening and wellness programs.

Describe the impact on staffing resources.

NA

Describe the impact on financial resources.

In 2024, the County received grant resources specifically restricted for septic system repairs. These funds cannot be used for other expenditures. Unspent grant funds from prior years that remain available in the current year do not affect the County's overall property tax levy.

Background/Justification:

$20,000 in grant funds from BWSR, Minnesota Board of Water & Soil Resources, were received in late 2024 to assist the upgrading of non-compliant septic systems for low-income applicants. These funds went unused in FY2024 resulting in the funds being transferred to the general fund's restricted fund balance. The septic services have recently been performed and a transfer of fund balance of $20,000 to Planning & Zoning 6261 (Professional Services) is needed to cover the installation expenses incurred.

Has the request been reviewed by the Attorney's Office?	N/A
Risk Management?	N/A
Number of original documents requiring signature	0

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 *
8/19/2025 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) *
Approve Assessment to be Levied Against Benefited Land Owners for County Ditch Systems, Payable Year 2026.

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve County Ditch Assessments, Payable in 2026

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.
Staff time needed to provide notice to benefited land owners and collect payments

Fiscal Impact:
Reimburse the County for cost incurred on ditch repair efforts

Background/Justification:
Staff recommends an assessment for County Ditch 13 in the amount of $55,487.89 and County Ditch 16 in the amount of $43,238.01. Repayment tiers and interest rates were set by the Drainage Authority on June 24, 2025.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
2025 Ditch Assessments – 2026 Tax Statements.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Finance Review

Finance Decision
Approved

Notes
per Bryan P., approved

County Administrator Review

County Administrator Decision

Notes

Wright County Taxpayer Services
3650 Braddock Ave NE STE 1400
Buffalo, MN 55313-1195
Phone: (763) 684-8602

August 19, 2025

To: County Board of Commissioners

From: Lindsey Meyer, Finance Director
Matt Detjen, Agriculture & Drainage Coordinator

RE: Payable 2026 Ditch Assessments

Staff recommends the following assessments be levied against the benefited landowners on the following ditch systems:

County Ditch #16:

- Costs incurred through May 2025: **$25,201.71**
- Buffer Payments: **$14,036.30**
- Establishment of Ditch 16 repair fund: **$4,000**

Total assessments for 2026 = ***$43,238.01***

County Ditch #13:

- Costs incurred through May 2025: **$50,291.89**
- Buffer Payments: **$1,196**
- Establishment of Ditch 13 repair fund: **$4,000**

Total assessments for 2026 = ***$55,487.89***

Tiers of assessments approved by the Drainage Authority on June 24, 2025:

1 year: $750 or less (by landowner ID), 0.00% interest rate, no prepayment option
7 years: $750.01 to $10,000.00 (by landowner ID), 5.00% interest rate, prepayment option
15 years: Over $10,000.00 (by landowner ID), 5.00% interest rate, prepayment option

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Brian Roth

Requestor Title
Accounting Manager

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

Target Meeting Date *
8/19/2025 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 Budget Amendment 44, Highway Projects

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Budget Amendment 44, Highway Projects

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
The Highway Department focuses on transportation projects related to implementing transportation improvements, encouraging safety and promoting prevention through education, engineering and emergency services.

Describe the impact on staffing resources.
NA

Fiscal Impact:
$289,482 from a federal grant can be used towards this budget amendment. The remaining amount of $37,284 is requested to be transferred from LOST general fund

Background/Justification:
THE TH24/CSAH7 project was added to the LOST listing during FY2025. Funds requested will be used to cover additional design services. In addition, due to vacancies, funding of contract services for bridge inspections is also being requested.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
2025-BA 44 2025 HWY Projects.xlsm	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

Justification: TH 24-CSAH7 was added to LOST project listing in 2025. There is additional design services that are needed that federal grant dollars will cover. The CSAH 8 bridge project needs additional contract services for bridge inspections due to departmental vacancies ($37,234). This is in addtion to the approved contract.

Budget Year: 2025

Related Items

Revenues

Line Item	Description	Amount
03-326-000-0000-5416	FEDERAL - DELEGATED CONSTRUCTION	($289,482.00)
03-326-000-0000-5911	USE OF FUND BALANCE	($37,234.00)
	TOTAL:	(326,716.00)

Expenses

Line Item	Description	Cost
03-326-000-0000-6261	PROFESSIONAL SERVICES	$ 326,716
	TOTAL:	326,716.00
	Net adjustment	-

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

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 *
8/19/2025 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 July 22 through August 11, 2025

Short Title (what will appear on Agenda outline - 250 character max.) *
Acknowledge Warrant Disbursements Issued Between July 22 through August 11, 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:

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

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
7.22.25 - 8.11.25 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 8/11/25 8:08 PM

Date Range: 7/22/2025 to 8/11/2025 **Pii:**

Fund	Description	Amount
01	GENERAL REVENUE FUND	1,535,730.45
02	RESERVES FUND	135,938.33
03	ROAD AND BRIDGE FUND	3,265,352.15
11	HUMAN SERVICES FUND	325,687.99
20	WASTE MANAGEMENT FUND	12,706.08
34	CAPITAL IMPROVEMENTS FUND	919,475.96
36	DEBT SERVICE FUND	3,000.00
41	DITCH FUND	19,446.28
71	HISTORIAN FUND	104.17
72	SOIL AND WATER FUND	2,263.15
73	LAKE IMPROVEMENT DISTRICTS	3,004.46
77	ESTATE RECOVERIES	1,653.07
84	STATE COLLECTIONS FUND	430,889.79
85	REFUNDING ACCOUNT FUND	16,341.68
87	SOCIAL WELFARE FUND	5,639.00
	Total	**6,677,232.56**

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 *
8/19/2025 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 Ownership/Licensee for St. Michael Tobacco, LLC (Formerly VIP Tobacco)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve New Ownership/Licensee for St. Michael Tobacco, LLC (Formerly VIP Tobacco)

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 tobacco.

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

Fiscal Impact:
Collection of license fee, $300.

Background/Justification:
New owner at St. Michael Tobacco, LLC (formerly VIP Tobacco) in St. Michael.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
St. Michael Tobacco LLC – Change 8.19.25.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 experiencing a change in ownership. Public Health recommends the change in ownership move forward to be licensed for the sale of tobacco as a new licensee.

Name of Establishment	City	Commissioner District	Paperwork Completed & Received (Application, Workers Compensation, CT102, Certificate of Liability Insurance)	Payment Received	Violations in Last 5 Years
DBA: St. Michael Tobacco LLC {formerly VIP Tobacco)	St. Michael	3	Yes	Yes	N/A New Ownership

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 *
8/19/2025 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 Opioid Settlement Advisory Council (OSAC) Bylaws, Updated 2025

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Opioid Settlement Advisory Council (OSAC) Bylaws, Updated 2025

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. Bylaws were updated to be in alignment with other County committees/advisory groups.

Describe the impact on staffing resources.
None

Fiscal Impact:
None

Background/Justification:
Additions include:
Terms. A term consists of two years. Membership shall be assured through an effort to balance new and experienced members as well as sectors representation. The County Board shall approve appointment of members to additional terms. There shall be no limitation in the number of terms a member may serve.

Changes include:
Absenteeism and Removal. A member may be removed by the appointing authority at any time at the discretion of the appointing authority (Wright County Board of Commissioners) or other selecting organization. The Public Health Chief Strategist shall inform the appointing authority of a member missing three consecutive, unexcused meetings. Extenuating circumstances may be taken into consideration.

OSAC Council approved bylaws at start of 2025, prior to changes being proposed. Once approved by County Board, bylaws will be brought back to Council for adoption, per the bylaws.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
2025 Advisory Council Bylaws.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY OPIOID SETTLEMENT ADVISORY COUNCIL
BYLAWS

OVERVIEW AND PURPOSE

VISION
Our vision is to save lives and prevent first use; increase access to treatment and recovery while caring for the needs of people with chronic pain, as a national leader through Minnesota's integrative response to the opioid crisis.

GUIDING PRINCIPLES –
According to Johns Hopkins Bloomberg School of Public Health Principles for the Use of the Funds from the Opioid Litigation;

- Spend money to save lives – the Advisory Council shall use the funds to supplement rather than replace existing spending.
- Use evidence to guide spending – the Advisory Council shall use this information to make funding decisions.
- Invest in youth prevention – the Advisory Council shall support children, youth, and families by making long-term investments in effective programs and strategies for community change.
- Focus on racial equity – the Advisory Council shall direct significant funds to communities affected by years of discriminatory policies and now experiencing substantial increases in overdoses.
- Develop a fair and transparent process for deciding where funds are spent – the Advisory Council shall be guided by public health leaders with the active engagement of people and families with lived experience, as well as other key groups.

ARTICLE I – General

1. Name. The name of the Advisory Council shall be Wright County Opioid Settlement Advisory Council. (Hereinafter called Advisory Council)

2. Location. The Advisory Council shall maintain its principal office in Buffalo, Minnesota, with such other offices in such locations within the jurisdictional area as the Advisory Council may from time to time prescribe.

3. Jurisdictional Area. The Advisory Council shall exercise its powers within the boundaries of Wright County and within such other areas as Wright County Health & Human Services Board determines pursuant to law.

ARTICLE II – Duties and Powers

1. Public Health Chief Strategist. Wright County Public Health shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues to determine appropriate ways to leverage and disburse Opioid Settlement Funds.

2. Local Public Health Act. The Advisory Council is established pursuant to Minnesota

Statutes Chapter 145A to assist the Chief Strategist, Wright County Public Health, in advising Wright County on the disbursement of Opioid Settlement Funds in a manner that prevents and addresses addiction across the areas of public health, human services, and public safety.

3. Reporting. As the Chief Strategist, the Public Health Department will be responsible for reporting components according to the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum.

ARTICLE III – Membership

1. Eligibility and Selection. Advisory Council members must reside or provide services in Wright County. All Advisory Council members shall complete the Opioid Settlement Advisory Council application and meet selected criteria. Approved applicants shall be presented to the County Board of Commissioners for final approval.

2. Composition of Membership. Membership shall consist of no less than 9 and no more than 25 members. Sector representation shall include;

    - Legal Professional
    - Law Enforcement
    - Corrections
    - Public Health
    - Human Services
    - Treatment
    - Recovery (individual in recovery or recovery professional)
    - Board of Commissioners
    - Primary Care
    - Community of color and other communities affected by historical patterns of discrimination, such as Indigenous and LGBTQ+
    - Education
    - Community Member At Large (one per Commissioner district)
    - Addiction Medicine
    - Emergency Medical Services (EMS)
    - Local Municipality (city or township)
    - Veteran Services
    - Other

3. Terms. A term consists of two years. Membership shall be assured through an effort to balance new and experienced members as well as sectors representation. The County Board shall approve appointment of members to additional terms. There shall be no limitation in the number of terms a member may serve.

~~3.~~4. Chief Strategist. Wright County Public Health, as the Chief Strategist, shall act as facilitator to the Advisory Council. In this role, Wright County Public Health will assist the Advisory Council by doing, but not limited to, the following;
    a. Develop and disseminate Advisory Council packet

b. Schedule and facilitate meetings
c. Develop agendas
d. Prepare and disseminate meeting materials
e. Record and publish minutes
f. Manage application materials and repository
g. Present necessary materials and recommendations to the Board of Commissioners

~~4.~~5. Vacancies. A vacancy in the Advisory Council shall occur upon the inability to serve, resignation, or removal of an Advisory Council member. Vacancies may also occur if an Advisory Council member moves out of or ceases services in the county.

~~5.~~6. Per Diem and Expenses. Advisory Council members shall receive such per diem and be reimbursed for such expenses as provided by law and resolution of the County Board of Commissioners. Members of the Advisory Council who are professionals drawing a salary from their employer while servicing on the Advisory Council shall not be eligible for a per diem. Per diem shall be set by the Health & Human Services Board at their annual meeting.

~~6.~~7. Absenteeism and Removal. A member may be removed by the appointing authority at any time at the discretion of the appointing authority (Wright County Board of Commissioners) or other selecting organization. The Public Health Chief Strategist shall inform the appointing authority of a member missing ~~two~~ three consecutive, unexcused meetings. Extenuating circumstances may be taken into consideration.

a. Resignation. A member may resign at any time by delivering written notice to the Public Health Chief Strategist. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

b. Replacement. If a member is removed or resigns, Advisory Council applications shall be reviewed or reopened to fill the vacancy.

ARTICLE IV – Meetings

1. Advisory Council Meetings. The Advisory Council shall hold its regular meetings at its principal place of business or elsewhere as provided by the Board at least six times per year. A proposed written agenda for each regular meeting shall be provided to each Advisory Council member by Wright County Public Health staff at least one week before each regular meeting. The Advisory Council shall be limited to such agenda items, except for emergency items during its meeting.

2. Quorum. A quorum shall consist of a majority of the Advisory Council membership.

3. Adjournment. Any meeting may be adjourned to a particular place on a date and time upon majority vote of the members voting.

4. Voting. Each Advisory Council member shall have one (1) vote. All business shall be conducted by a majority vote unless otherwise provided by the Advisory Council or required by law. County staff members shall not be voting members.

5. Sub-committees. Standing and special sub-committees shall be formed as necessary. Persons outside of the Advisory Council membership with special talents and information may be asked to serve on sub-committees. The sub-committee chairperson will be selected at the first meeting of the sub-committee. At least one member of the Advisory Council shall be a member of each sub-committee.

6. Records of Meetings. A Wright County Public Health staff member shall prepare and certify minutes of the meetings, copies of which shall be provided to Advisory Council members in such manner as the Advisory Council shall determine. Meeting minutes and agendas shall be accessible in the Agendas and Minutes Center of the Wright County website.

7. Rules. All meetings shall be conducted in accordance with Roberts Rules of Order unless otherwise provided in these Bylaws.

8. Open Meeting. Per calendar year, one Advisory Council meeting shall be open to the public. This meeting shall include all municipalities in the county to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county.

9. Meeting Dates. Meetings shall occur on the 2nd Tuesday of each month from 4-5:30 PM. Alternative meeting dates may occur at the discretion of the Advisory Council members by a majority vote. All meeting dates shall be published on the Wright County Health & Human Services – Opioid Settlement Advisory Council webpage.

ARTICLE V – Expectations of Members

1. Duties. Advise, consult with and make recommendations to the Wright County Board of Commissioners, on matters relating to the maintenance, funding, and evaluation of Opioid Settlement funds

2. Participation. As members of the Advisory Council, you are expected to participate during meetings. Your professional and/or personal experience is important and should be shared. All members have an equal voice at the table.

3. Individualism. All members of the Advisory Council shall act as individuals in the deliberation of issues.

4. Best Practice for Opioid Abatement. Individual members shall be willing to learn and implement best practices related to opioid abatement and prevention.

5. Representation. In the event other organizations request representation on an advisory group or task force, members should be open to such participation to represent the Advisory Council.

ARTICLE VI – Conflict of Interest

1. Definition. A conflict of interest means a financial association that has the potential to

bias or have the appearance of biasing a council member's decision related to the Opioid Settlement funds decision process or other council activities under this section.

2. Disclosure. Advisory Council members must disclose a conflict of interest to the council, refrain from participating in discussions, and recuse themselves from voting on any matter before the council.

3. Concerns. Any member of the Council may raise questions of possible conflict of interest by another member.

4. Decision. All questions regarding actual or potential conflict of interest shall be decided by majority vote of the members present who do not, themselves, have a conflict of interest.

ARTICLE VII – Bylaws

1. Amendment. Amendments of these Bylaws may be proposed by any member. Proposed amendments will be presented to the Council no fewer than 5 days before voting. Proposed revision shall be placed on agenda for scheduled meetings of the Advisory Council.

2. Adoption. Adoption of the Bylaws shall be considered by majority vote by the Advisory Council membership.

3. Review. The Bylaws of the Advisory Council shall be reviewed at the start of each year and considered ratified by a majority vote by the Advisory Council.

~~Adopted~~ Accepted by Wright County Opioid Settlement Advisory Council –

Dated: _____ Wright County Public Health Chief Strategist

Adopted by Wright County Board of Commissioners –

Dated: _____ Chair, Wright County Board of Commissioners

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 *
8/19/2025 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 Request to Rehire One Full-Time Office Lead Eligibility Specialist Position

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Request to Rehire One Full-Time Office Lead Eligibility Specialist Position

Value Stream the request primarily aligns with:

Briefly describe how the request aligns with the selected value stream.
Lead Eligibility Specialists determine Emergency Assistance eligibility and authorize amounts exceeding MAXIS standard when a supervisor is not available; assist supervisor and manager in resolving client complaints, and/or emergency situations; act as a consultant on Agency programs and procedures for Eligibility Specialists, other Agency staff, and outside Agencies; mentor staff and consult with Technology staff (IT, DHS) in preparation of case materials and policy prior to State Appeal Hearings; serve as a Team Leader, assigning particular work to co-workers and providing training and work direction; assess and determine when new Eligibility Specialists have satisfied training requirements and are able to successfully approve eligibility requirements on their own.

Describe the impact on staffing resources.
Financial Services employs three (3) Lead Eligibility Specialists. The activities this position provides are required by Federal law and State Statute and must conform to strict regulatory deadlines and thresholds. Re-hiring this position ensures a fully-trained financial services workforce to accelerate case processing, offsetting an already backlogged system. Ensuring continued service through adequate staffing positively impacts community service, staff morale, reducing costly turnover.

Fiscal Impact:
The Lead Eligibility Specialist (LES) position is included in the 2025 budget. The LES position participates in the IMRMS and is currently reimbursed at approximately 53% of Salary + Fringe expense.

Background/Justification:
Request to fill the position of Lead Eligibility Specialist for basic support training to Eligibility Specialist to provide essential services.
Our Lead Eligibility Specialist(LES) provide basic support training to our Eligibility Specialist in three financial teams(EECO/METS/FAB). In the past year LESs have trained 10 new Eligibility Specialist, 3 Office Support Tech II and 2 Case Aides.
In addition to training, an LES carries a caseload on average of 200 cases to help caseload balance for Eligibility Specialist , along with privileged or difficult client case files.
Training of ongoing case maintenance is not offered at DHS; therefore, county agencies need to train program information internally to meet compliance measurements. (Programs: Cash - MFIP, DWP, GA, MSA; SNAP; CCAP; EA/EGA; and MA in Legacy System (16 Subprograms) & MSP (Medicare Saving Programs).

(Currently we have 3 ES vacancies that if approved need LES support to ensure new staff are provided the tools to be successful in their employment with Wright County)

Route for Review and Approval

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

Agenda Item Attachments - File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (3)

Document Name	Attachment Type
Re-Hire Request - LES.pdf	Attachment
Lead Eligility Specialist.pdf	Attachment
FS Org Chart.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:	Health & Human Services
Department Head/Supervisor:	Jami Goodrum/Kimberly Johnson
Position Title:	Lead Eligibility Specialist
Date of Resignation:	August 18, 2025 [Team Move/Promotion]

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
    c. Improve Operational Excellence

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

    FTEs: 3

3. Is there a direct impact on Wright County's citizens?
    a. Yes☒ or No☐, and please explain.
    Lead Eligibility Specialists determine Emergency Assistance eligibility and authorize amounts exceeding MAXIS standard when a supervisor is not available; assist supervisor and manager in resolving client complaints, and/or emergency situations; act as a consultant on Agency programs and procedures for Eligibility Specialists, other Agency staff, and outside Agencies; mentor staff and consult with Technology staff (IT, DHS) in preparation of case materials and policy prior to State Appeal Hearings; serve as a Team Leader, assigning particular work to co-workers and providing training and work direction; assess and determine when new Eligibility Specialists have satisfied training requirements and are able to successfully approve eligibility requirements on their own.

4. Direct risk or cost for not backfilling this position?
    a. Yes☒ or No☐, and please explain.
    Financial Services employs three (3) Lead Eligibility Specialists. The activities this position provides are required by Federal law and State Statute and must conform to strict regulatory deadlines and thresholds. Re-hiring this position ensures a fully-trained financial services workforce to accelerate case processing, offsetting an already backlogged system. Ensuring continued service through adequate staffing positively impacts community service, staff morale, reducing costly turnover.

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

The Lead Eligibility Specialist (LES) position is included in the 2025 budget. The LES position participates in the IMRMS and is currently reimbursed at approximately 53% of Salary + Fringe expense.

6. Key activity or performance indicators that show the need for this position?
    a. Request to fill the position of Lead Eligibility Specialist for basic support training to Eligibility Specialist to provide essential services
    b. Our Lead Eligibility Specialist (LES) provide basic support training to our Eligibility Specialist in three financial teams (EECO/METS/FAB). In the past year LESs have trained 10 new Eligibility Specialist, 3 Office Support Tech II and 2 Case Aides
    c. In addition to training, an LES carries a caseload on average of 200 cases to help caseload balance for Eligibility Specialist, along with privileged or difficult client case files
    d. Training of ongoing case maintenance is not offered at DHS; therefore, county agencies need to train program information internally to meet compliance measurements. (Programs: Cash - MFIP, DWP, GA, MSA; SNAP; CCAP; EA/EGA; and MA in Legacy System (16 Subprograms) & MSP (Medicare Saving Programs)
    e. (Currently we have 3 ES vacancies that if approved need LES support to ensure new staff are provided the tools to be successful in their employment with Wright County).

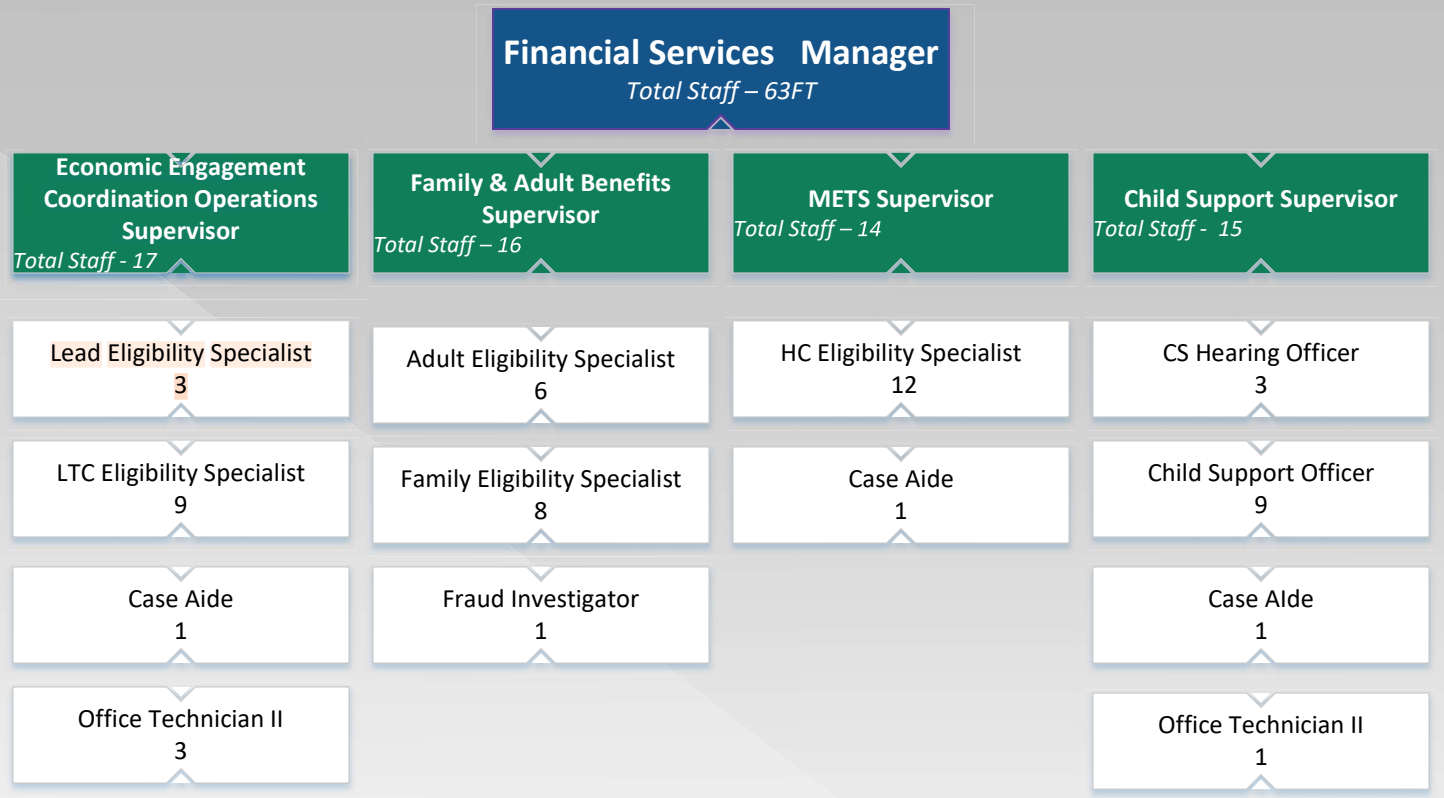
7. Attach the Department organization chart highlighting the position along with the position description.

Recommendation for Board Approval: Yes ☒ No ☐

Date of Recommendation: August 19, 2025

Financial Services

Total Employees – 63(Full Time)



Lead Eligibility Specialist- 3
Eligibility Specialist – 35
Child Support Officer – 9
Child Support Hearing Officer – 3
Fraud Investigator - 1
Case aide – 3
Office Tech II – 4
Supervisor – 4
Manager - 1

REVISED
3/25/25 (nmb7429)

FS

Lead Eligibility Specialist

Department/Division: Health & Human Services/Financial Services/Child Support

FLSA Status: *Non-Exempt*

Union/Non-Union: Union

General Definition of Work

Performs difficult skilled administrative support work interpreting policies, develops and coordinates training, acting as a resource person for Financial Workers with regards to policy questions, and assisting in establishing procedures to implement directives for State and Federal program changes. Work is performed under the general direction of the Financial Assistance Supervisor. Oversight is exercised over Financial Assistance staff.

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

Determines training needs and develops and maintains training materials; plans and conducts training to current and new Agency staff on local, State, and Federal regulations, policies, and procedures related to the eligibility for public assistance programs.

Serves as a Team Leader, assigning particular work to co-workers and providing training and work direction; assesses and determines when new Financial Workers have satisfied training requirements and are able to successfully approve eligibility requirements on their own.

Interprets program policies; answers policy and procedure questions for staff, researching issues when needed, and consulting DHS when necessary.

Completes case reviews to determine accuracy of eligibility determination and completeness of case documentation and evaluate needs for training.

Acts as a consultant on Agency programs and procedures for Financial Workers, other Agency staff, and outside Agencies; in supervisor's absence, determine when staff/client problems should be referred to the manager.

Determines Emergency Assistance eligibility and authorizes amounts exceeding MAXIS standard when a supervisor is not available; assists supervisor and manager in resolving client complaints, and/or emergency situations.

Serves as Technology Mentor for multiple DHS and County systems.

Mentors staff and consults with Technology staff (IT, DHS) in preparation of case materials and policy prior to State Appeal Hearings.

Limited oversight/training is exercised over work completed within the team.

Performs other duties and activities as assigned.

Knowledge, Skills, and Abilities

Knowledge of, and adherence to, State statutes regarding confidentiality, privacy, and protected information; knowledge of social services work flows and processes; 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 court orders, legal documents and technical documents related to financial services; interpersonal skills sufficient to exchange and/or convey information, receive work direction, and maintain effective working relationships; ability to interpret a variety of client provided information, such as tax returns or financial data; ability to learn, apply and interpret laws and regulations related to State and Federal financial/healthcare programs, some of which may be complex and interrelated; ability to perform data entry into various databases; ability to problem solve using knowledge of multiple programs and the rules of application; ability to learn accounting and financial systems and programs used to support department's financial function; ability to learn

Lead Eligibility Specialist

County government work flows and processes; ability to prepare and analyze program budgets and financial reports, make arithmetic computations and compute rates, ratios, and percentages; ability to work with the Microsoft Office suite of products including Word and Excel; ability to 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

Associates/Technical degree in human services, business administration, public administration or related field and at least three years determining eligibility in a State and Federal benefit eligibility programs in a County environment or equivalent combination of education and experience. Bachelor's 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 and occasionally requires standing, walking, 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

A valid driver's license or evidence of equivalent mobility is required upon hire.

Last Revised: 12/4/2018

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Elizabeth Karels

Requestor Title
Project Administrator

Department (please use dropdown to select department) *
PROJECT ADMINISTRATION

Target Meeting Date *
8/19/2025 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
EBK8604

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Change to Grant End Date From 08/20/2025 to 10/31/2025 for ARP Grant TOWN-011 Maple Lake Township Surface Transportation Grant 2 ($28,479.68)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Change to Grant End Date for ARP Grant TOWN-011

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
The project will address transportation infrastructure within Wright County

Describe the impact on staffing resources.
No impacts to staffing.

Fiscal Impact:
No financial impacts.

Background/Justification:
Maple Lake Township requested an extension to their ARP Surface Transportation grant, from 08/20/2025 to 10/31/2025, based on shifts in schedule due to weather. The ARP Committee recommends approval of this request. The Board previously approved the grant on 5/21/2024

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file.

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
Elizabeth Karels

Requestor Title
Project Administrator

Department (please use dropdown to select department) *
PROJECT ADMINISTRATION

Target Meeting Date *
8/19/2025 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
EBK8604

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Request to Rehire Vacant Project Manager - Business Analyst II Position (Internal Posting Only)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Request to Rehire Vacant Project Manager - Business Analyst II Position (Internal Posting Only)

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
The position is one of the five project manager-business analysts in Project Administration that manage projects on behalf of other county departments. Our vision is to be a trusted partner for Wright County departments, and provide consistent, quality services on projects and special requests, so that these partners may focus on achieving their missions.

Describe the impact on staffing resources.
This will allow us to a fill a vacant position. If the position is not backfilled, current and future projects will not be completed in the time frames requested by departments and could impact county operations. The backlog list of projects will continue to grow. Occasionally there are financial impacts of delaying projects.

Fiscal Impact:
None, this position is already included in the 2025 budget.

Background/Justification:
At Wright County, someone in the Project Manager / Business Analyst II holds multiple roles on a project, as described below:
*Project manager (PM) – Serves as a PM in the implementation of business processes and information systems. PM responsibilities generally include planning activities, tasks, and end results, including creation of a schedule (plan) and budget, coordinating tasks and allocating resources, coordinating project team members and stakeholders, monitoring and controlling project status, and identifying and solving problems.
*Business analyst (BA) – A BA is responsible for discovering, synthesizing, and analyzing information from a variety of sources within an enterprise, including tools, processes, documentation, and stakeholders. The business analyst is responsible for eliciting the actual needs of stakeholders—which frequently involves investigating and clarifying their expressed desires—to determine underlying issues and causes. On technology projects, the BA acts as a translator between the business and IT.
*Subject matter expert (SME) – A BA sometimes holds the role as a SME and may provide expertise based on their knowledge and past experiences.

Due to a resignation, this position was vacated on 7/3. At the time of resignation, the Project Administration PM/BA team currently has 50 active projects, with another 21 projects on hold. This position had 10 active projects assigned to them.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (3)

Document Name	Attachment Type
2025 Position Backfill Request - PMBA II.docx	Attachment
Project Manager-Business Analyst II.docx	Attachment
Project Administration Org Chart.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

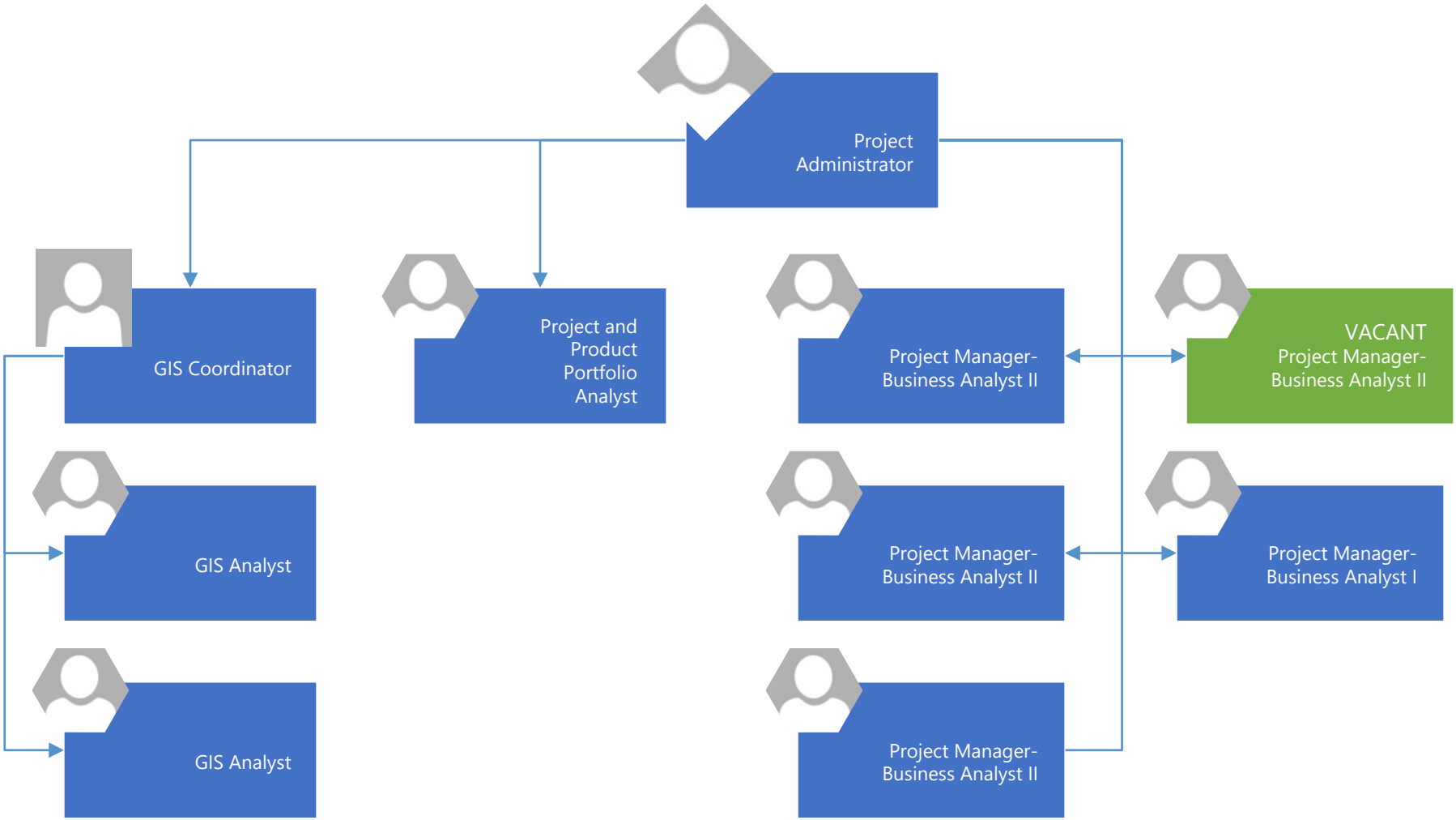
County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

Project Administration



WRIGHT COUNTY
ADMINISTRATION

Position Backfill Request

Name of Department: Project Administration

Department Head/Supervisor Elizabeth Karels

Position Title Project Manager – Business Analyst II

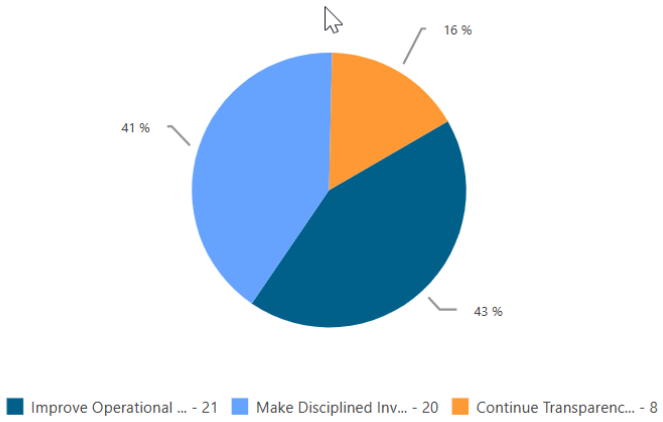
Date of Resignation: 7/3/2025

1. Will this position directly contribute to a county's strategic objective?

   a. Make Disciplined Investments for a Stable Future
   YES – Many of our projects help departments and the county invest in new technology, tools or infrastructure that provide for a more stable future. Currently, 41% of our active projects have the primary strategic objective of "Make Disciplined Investments for a Stable Future".

   b. Continue Transparency and Empower Community Engagement
   YES – Some of our projects help departments and the county better engage or share information with the public. Currently, 16% of our active projects have the primary strategic objective of "Continue Transparency and Empower Community Engagement".

   c. Improve Operational Excellence
   YES – Most of the projects we support help departments and the county improve their processes or operations. Currently, 43% of our active projects have the primary strategic objective of "Improve Operational Excellence".



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

   FTE's **4 PM/BA II and 1 PM/BA I**

3. Is there a direct impact on Wright County's citizens?
   a. Yes or no, and please explain.
      YES – All of our projects either indirectly or directly impact Wright County citizens, depending on the project being executed.

4. Direct risk or cost for not backfilling this position?
   a. Yes or no, and please explain.
      YES – If the position is not backfilled, current and future projects will not be completed in the time frames requested by departments and could impact county operations. The backlog list of projects will continue to grow. Occasionally there are financial impacts of delaying projects.

5. Are there external funding sources tied to this position used?
   a. If yes – explain. **NO**

6. Key activity or performance indicators that show the need for this position?
   a. Show the statistical data specific to the position.

The following data is current as of 6/23/2025 and only includes projects assigned to the PM/BA Team. Note, multiple team members are occasionally assigned to one project but will hold different roles. Project scopes and level of effort vary.

- **Projects Completed in 2025 = 42**
- **Projects on Hold = 21**
- **New Request = 1**
- **Active Projects = 50**
  - **PM/BA II – Vacant = Assigned to 10 projects**
  - **PM/BA II – Staff A = Assigned to 13 projects**
  - **PM/BA II – Staff B = Assigned to 11 projects**
  - **PM/BA II – Staff C = Assigned to 10 projects**
  - **PM/BA I – Assigned to 11 projects**
  - **Project & Product Portfolio Analyst = Assigned to 2 projects in addition to PPPA duties**
  - **Project Administrator = Assigned to 9 projects in addition to PA duties**

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

Recommendation for Board Approval: Yes _____ No _____

Date of Recommendation: _____

Project Manager / Business Analyst II

Department/Division: Project Administration

FLSA Status: *Non-Exempt*

Union/Non-Union: Union

General Definition of Work

Performs difficult skilled technical work analyzing business processes and supporting systems; researching, evaluating, and recommending processes and business solutions; performing enhancements to processes and applications; and serving as project manager on special requests and projects managed by the Project Administration department. Work is performed under the limited supervision of the Project Administrator.

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

Serves as Project Manager on special requests and projects managed by the Project Administration department, while adhering to a project delivery framework; acts as primary point of contact for assigned projects.

Responsible for assessing and reviewing budget and personnel requirements of assigned work.

Prepares and presents detailed business requirements and project plan; includes developing detailed project budget and personnel requirements; establishes and maintains project timelines; formulates and leads project team membership and assigns project tasks; conducts/coordinates post-project review and issues.

Manages the transition of the project to ongoing operations and all required project documentation. Includes the updating and maintaining key project indicators for the life of assigned projects.

Contributes to the development of departmental budgets by providing informed input on matters relating to the annual operating and multi-year capital budgets and with project plans, purchase recommendations, and related cost estimates.

Proactively pursues an understanding of business processes within the County by performing ongoing communications with end users, supervisors, and managerial staff and by utilizing standard business analysis techniques.

Presents recommendations to department staff; addresses operational items by prioritizing and presenting a synopsis for discussion; performs research, collects, and analyzes data; performs evaluation of specific business processes and presents findings to management

Assesses the deficiencies of existing processes and supporting systems; provides cost/benefit analysis and presents recommendations and business case to management and stakeholders.

Performs enhancements to processes and applications to increase the efficiency and effectiveness of operations; coordinates, with the approval of management, the deployment of changes to the technical support process.

Conducts and coordinates testing and end user training for the County.

Stays abreast of new technologies and processes that pertain to the needs of County departments by attending conferences, participating in user groups/consortiums, attending training sessions and vendor events, reading technical literature, and networking with peers.

Performs other duties and activities as assigned.

Knowledge, Skills, and Abilities

Project Manager / Business Analyst II

Knowledge of business analysis principles and techniques; knowledge of project management principles and techniques; knowledge of County government business functions, work flows, and processes; general knowledge of Minnesota data practices laws; skill in teambuilding, involving team members in the analysis and implementation process where appropriate and making constructive contributions to group situations; 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 read and understand technical computer and software documentation; interpersonal skills sufficient to exchange and/or convey information, receive work direction, and maintain effective working relationships; ability to use planning and graphic PC application software; ability to perform complex problem analysis; ability to effectively analyze business processes and supporting systems; ability to conceptualize optimum processes/systems at the enterprise level; ability to prioritize and organize a variety of responsibilities; ability to discuss technical issues with technical and non-technical employees; ability to record and maintain records accurately; ability to prepare numerical and narrative reports; ability to work independently with little supervision; ability to maintain confidentiality; ability to 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

Bachelor's degree in business or project management, business analysis, or related field, and three years of experience in project management, business analysis, operations or equivalent combination of education and experience.

Physical Requirements

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires speaking or hearing and using hands to finger, handle or feel, frequently requires sitting and 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, 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

CJIS and HIPAA certifications within six months of employment.
Must be able to pass a background investigation.
A valid driver’s license or evidence of equivalent mobility is required upon hire.

Last Revised: 4/25/2024

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 *
8/19/2025 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:
15

Originator
BTP5489

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Presentation by Central Minnesota Jobs & Training Services

Short Title (what will appear on Agenda outline - 250 character max.) *
Presentation by Central Minnesota Jobs & Training Services

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 – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
Wright County Commissioner Presentation.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

CENTRAL MINNESOTA
Jobs & Training Services

PRESENTATION TO WRIGHT COUNTY COMMISSIONERS

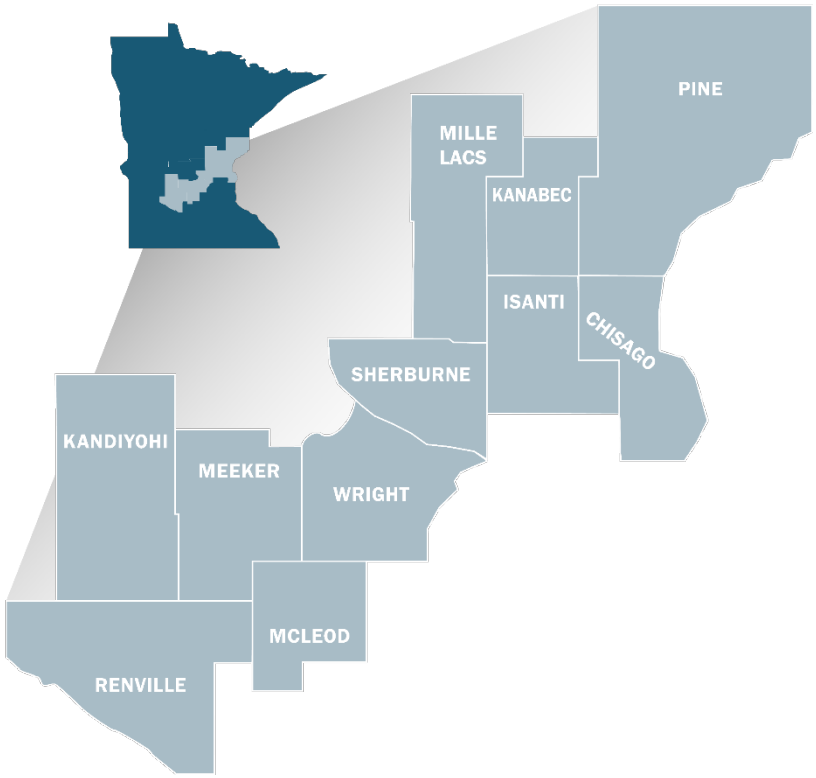
"To strengthen Central Minnesota communities through leadership in workforce excellence."

Today's Presenter

Diana Ristamaki
Youth Program Manager
903 East Forest Ave.
Mora, MN 55051
p: 320.364.0321
e: dristamaki@cmjts.org

CENTRAL MINNESOTA Jobs & Training Services

WDA 5 Service Area



- Pine
- Kanabec
- Mille Lacs
- Isanti
- Chisago
- Sherburne
- Wright
- Renville
- Meeker
- McLeod
- Kandiyohi

Youth Programs-Who we serve

14-24 who meet eligibility criteria

- Low income
- An individual with a disability
- School dropout/potential drop out
- Homeless
- Foster care or aging out of foster care system
- Justice involved
- Pregnant or parenting
- English language learner
- Basic skills deficient
- Chemically dependent
- Individual that requires additional assistance to complete an educational program or secure employment

Services Provided

- Work-Based Learning
  - Paid work experiences, protégé, On-the-Job Training (OJT), job shadows, and business tours
- Occupational Skills Training
  - Tuition assistance for career training programs that lead to recognized credentials (e.g., certifications, diplomas, or degrees) for high-demand occupations

Services Continued

- Post-Secondary Preparation
  - Career exploration/assessments, college transition activities, and labor market information
- Leadership Development
- Dropout Prevention or Recovery Services
  - Tutoring/study skills activities, referral to ABE, GED stipends, and education plan development

Services Continued

- Support Services
  - Referrals to community agencies and financial support for activities supporting training or educational plan
- Financial Literacy
  - Budgeting, opening checking/saving accounts, and money management
- Follow-up Services
  - 12 months after program exit

Operation Exploration Camp

- https://youtu.be/0jugEMsJadk
- **Through discussions and listening sessions, identified the need for hands-on career exploration for rural youth.**
- **Partnerships- could NOT do it without them!**
  - Colleges, Schools, JATC Centers, Local Businesses, Community Agencies, Centers of Excellence, Donations, etc.

Additional Initiatives

- Youthbuild
  - Youth Mentorship | Legacy 2 Inspire
- Youth Voice Focus groups
- Trauma Informed Care (Human trafficking/homeless youth)
  - Staff training
  - Safe Harbor advocates
- Partnerships!!!!! How we work with schools

Closing Data

- 532 youth enrollments in CMJTS programs
- 375 participants, or 70%, identified as having a disability
- 186 were categorized as BIPOC youth, with an additional 104 noting Hispanic ethnicity.
  - Overall ethnic diversity rate of 45% among program participant
- 390 were basic skills deficient, 335 were low-income, 40 were high school dropouts, 23 were homeless, and 29 were offenders.

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 *
8/19/2025 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

Originator
TGW2392

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Appoint Wright County Commissioners to Wright County Canvassing Board for August 26 Special Primary Election

Short Title (what will appear on Agenda outline - 250 character max.) *
Appoint Wright County Commissioners to Wright County Canvassing Board for August 26 Special Primary Election

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
The canvassing board will convene on August 27 to certify results of August 26 Special Primary Meeting

Describe the impact on staffing resources.
Coordinating Board Members

Fiscal Impact:
n/a

Background/Justification:
State Statute requires 2 county commissioners to serve on the County Canvassing Board to certify election results.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file.

Document Name	Attachment Type

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Legal Review

Legal Decision
Approved

Notes
per Bryan P., approved

County Administrator Review

County Administrator Decision

Notes

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 *
8/19/2025 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:
1

Originator
CDH7387

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Resolution 25-48, Authorizing Submission of a Transportation Economic Development Infrastructure (TEDI) Application for the CSAH 35 Realignment and Redevelopment Project

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Resolution 25-48, Authorizing Submission of a Transportation Economic Development Infrastructure (TEDI) Application for the CSAH 35 Realignment and Redevelopment Project

Value Stream the request primarily aligns with:
Shepherd Economic Growth

Briefly describe how the request aligns with the selected value stream.
TEDi Grant will provide funding for realignment of CSAH 35 to improve safety, mobility, and access in downtown Buffalo and enable the redevelopment of the former Wright County Government Center site.

Describe the impact on staffing resources.
None

Fiscal Impact:
If successful, the grant would reduce county local levy/sales tax funding to complete the needed transportation improvements for redevelopment of the former Wright County Government Center site.

Background/Justification:
Resolution authorizes Wright County to act as sponsor for the project identified in the TEDI application.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (2)

Document Name	Attachment Type
Wright County 5 Year Plan 2025-2029_1.pdf	Attachment
25-48 CSAH 35 Realignment - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
moved forward

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

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 ##

Page 1 of 2 Add Page

A RESOLUTION BY THE WRIGHT COUNTY BOARD OF COMMISSIONERS AUTHORIZING SUBMISSION OF A TRANSPORTATION ECONOMIC DEVELOPMENT INFRASTRUCTURE (TEDI) APPLICATION FOR THE CSAH 35 REALIGNMENT AND REDEVELOPMENT PROJECT

WHEREAS, Wright County is the legal sponsor and lead applicant for the proposed CSAH 35 realignment project in the City of Buffalo; and

WHEREAS, the proposed realignment of CSAH 35 will improve safety, mobility, and access in downtown Buffalo and enable the redevelopment of the former Wright County Government Center site; and

WHEREAS, downtown Buffalo has a well-documented shortage of available housing and commercial space, and the proposed redevelopment will address this by expanding available commercial spaces and high-density housing, delivering the highest-density mixed-use development the downtown has ever seen, greatly increasing foot traffic and strengthening the economic environment in the downtown core; 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)

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

Select Signer

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 ##

 Delete Page Add Page

WHEREAS, the CSAH 35 realignment is the foundational investment necessary to unlock the redevelopment of the Wright County Government Center site, enabling intersection upgrades, multimodal connections, and supporting long-term economic growth in the downtown area; and

WHEREAS, Wright County has the institutional, managerial, and financial capability to ensure the successful delivery of the project in accordance with TEDI program requirements; and

WHEREAS, the Wright County Board of Commissioners is committed to supporting infrastructure investments that enhance public safety, promote economic development, and improve access for residents and visitors;

NOW, THEREFORE, BE IT RESOLVED that Wright County act as the legal sponsor for the project contained in the TEDI application, and that the County Administrator and County Engineer are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of Wright County.

BE IT FURTHER RESOLVED that Wright County has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds, adequate construction, operation, maintenance, and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that Wright County has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest, or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, Wright County may enter into an agreement with the State of Minnesota for the above-referenced project, and that it will comply with all applicable laws and regulations as stated in all contract agreements.

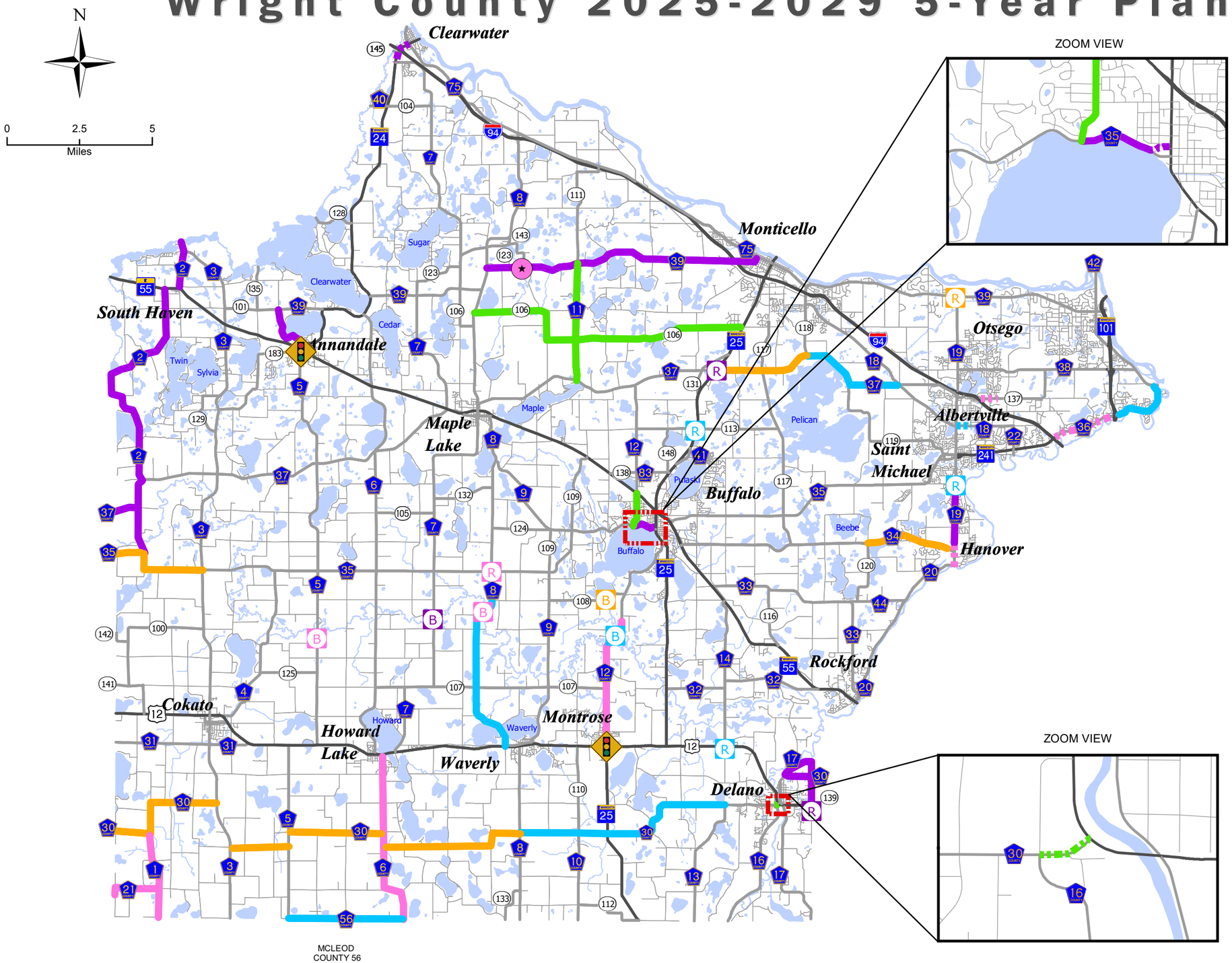
BE IT FURTHER RESOLVED that Wright County confirms that all funding necessary for the project is secured and the County, in conjunction with project partners, will provide funds to complete the project.

BE IT FURTHER RESOLVED that Wright County will repay the grant if milestones are not realized by the completion date identified in the application.

BE IT FURTHER RESOLVED that Wright County certifies that it will comply with all applicable laws, regulations, and rules of the application.

NOW, THEREFORE, BE IT RESOLVED that the County Administrator and County Engineer, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project on behalf of Wright County.

Wright County 2025-2029 5-Year Plan



Legend

2025
- Reconditioning
- Reconstruction
- Bridge
- Roundabout
- Box Culvert
- Traffic Signal

2026
- Reconditioning
- Reconstruction
- Bridge
- Roundabout

2027
- Reconditioning
- Reconstruction
- Roundabout
- Bridge

2028
- Reconditioning
- Reconstruction
- Bridge
- Roundabout

2029
- Reconditioning
- Reconstruction

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

A RESOLUTION BY THE WRIGHT COUNTY BOARD OF COMMISSIONERS AUTHORIZING SUBMISSION OF A TRANSPORTATION ECONOMIC DEVELOPMENT INFRASTRUCTURE (TEDI) APPLICATION FOR THE CSAH 35 REALIGNMENT AND REDEVELOPMENT PROJECT

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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 ##

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

Tina Diedrick	District 1
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RESOLUTION ##

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WHEREAS, the Wright County Board of Commissioners is committed to supporting infrastructure investments that enhance public safety, promote economic development, and improve access for residents and visitors;

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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 *
8/19/2025 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) *
Authorize Signatures on MnDOT Agreement No. 1060643 and Approve Resolution 25-49, for $1,500,000 in Local Road Improvement Program (LRIP) Funds

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize Signatures on MnDOT Agreement No. 1060643 and Approve Resolution 25-49, for $1,500,000 in Local Road Improvement Program (LRIP) Funds

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
The agreement outlines the scope of work, deliverables and county cost share to construction the CR 137 infrastructure improvements in Cities of Albertville and Otsego.

Describe the impact on staffing resources.
Highway contract administration task/duties by staff.

Fiscal Impact:
MnDOT LRIP funds and County Local Option Sales Tax. $1,500,000 in LRIP funds lowers the county and city tax burdens associated with the project.

Background/Justification:
In 2024, the county was awarded $1,500,000 of MnDOT Local Road Improvement Program (LRIP) funds for the reconstruction of CR 137 from I-94 to Maciver Ave. This will improve the safety for all roadway users, efficiency and reduce travel speeds of vehicles through the corridor and promote economic growth.
Attached: MnDOT Agreement 1060643 and Resolution

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (3)

Document Name	Attachment Type
086-593-001 LRIPAgreeCOMPLETE.pdf	Attachment
086-593-001 LRIPAgreeFINAL.docx	Attachment
25-49 Local Road Improvement Grant - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved forward

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)

GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Wright County
3600 Braddock Avenue NE
Buffalo, MN 55313

Contact: Chad Hausmann, Wright County Engineer
Chad.hausmann@co.wright.mn.us 763-682-7388

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
CR 137 – I-94 Ramps to Marx Avenue, SAP 086-593-001	$1,500,000.00	$6,730,572.30	December 31, 2029

3. Total Amount of LRIP Grant for all projects under this Agreement: $1,500,000.00.

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

DEPARTMENT OF TRANSPORTATION CONTRACT MANAGEMENT

By: _____

Date: _____

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS			USES OF FUNDS	
Entity Supplying Funds	**Amount**		**Expenses**	**Amount**
State Funds:			**Items Paid for with LRIP**	
2023 LRIP Grant, SAAS Acct 385	$1,500,000.00		**Grant Funds:**	
			Reconstruction of to convert 3 intersections into roundabouts with access management, multi-use trail, and ADA pedestrian facilities	$1,500,000.00
Other:			_____	$_____
			_____	$_____
_____	$_____		_____	$_____
_____	$_____		_____	$_____
Subtotal	$1,500,000.00		Subtotal	$1,500,000.00
Public Entity Funds:			**Items paid for with Non-**	
Matching Funds			**LRIP Grant Funds:**	
Local Match	$5,730,572.30		Reconstruction of to convert 3 intersections into roundabouts with access management, multi-use trail, and ADA pedestrian facilities	$6,730,572.30
Other:				
LPP Funds, SP 8680-200	$1,000,000.00			
Subtotal	$6,730,572.30		Subtotal	$6,730,572.30
TOTAL FUNDS	$8,230,572.30	=	**TOTAL PROJECT COSTS**	$8,230,572.30

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date August 5, 2025
Construction Start Date September 2, 2025
Construction Substantial Complete Date September 30, 2026
Contract Final Completion Date December 31, 2029

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

DEPARTMENT OF HUMAN RIGHTS

WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **SHAFER CONTRACTING CO INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **11/3/2021**

Certificate expiration date: **11/2/2025**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER
540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

DEPARTMENT OF HUMAN RIGHTS

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **SHAFER CONTRACTING CO INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **August 17, 2022**

Certificate expiration date: **August 16, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER
540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Wright, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20___; and

C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

_____
Wright County, a political subdivision of the State of Minnesota

By: _____
Name: _____
Title: _____

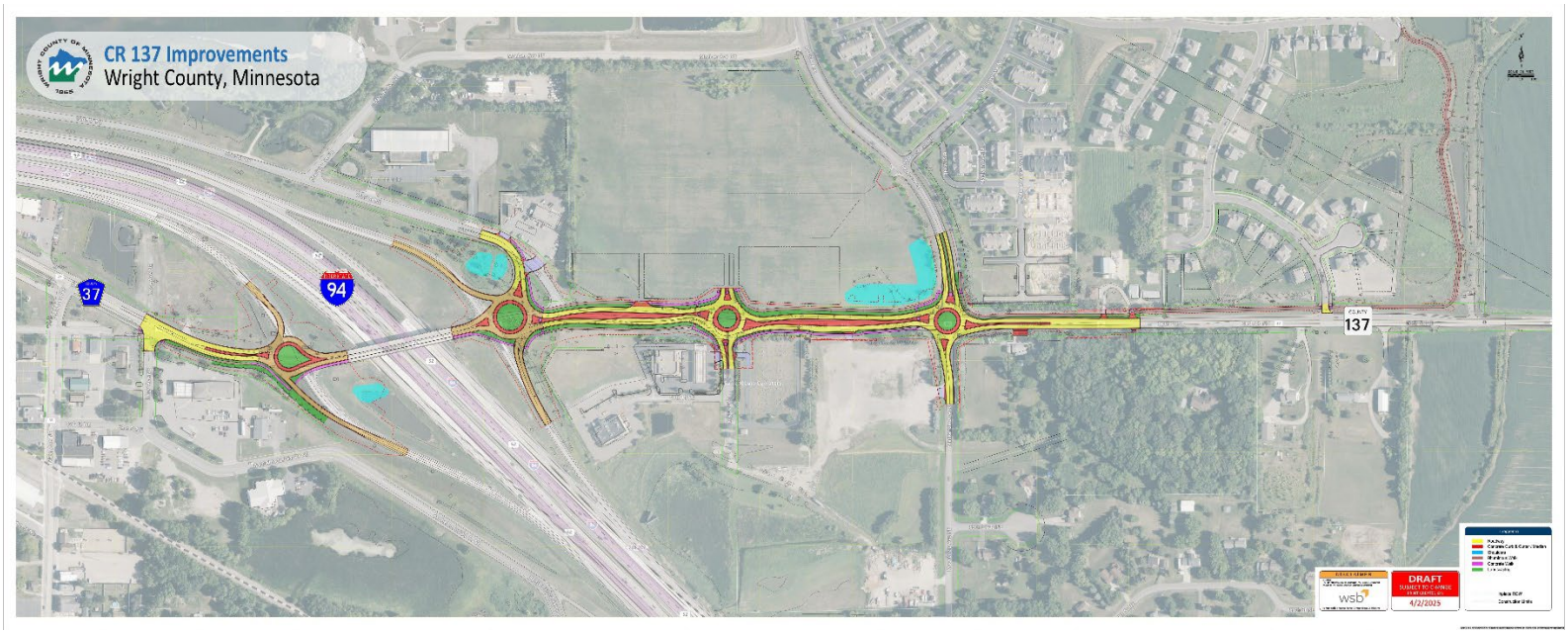
By: _____
Name: _____
Title: _____

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

The Project is located on CSAH 37/CR 137, from Large Avenue to past Marx Avenue.



MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

Form Name:	Local Road Improvement Program: 2023 Solicitation Application
Submission Time:	November 30, 2023 1:51 pm
Browser:	Chrome 119.0.0.0 / Windows
IP Address:	156.99.28.85
Unique ID:	1169552121
Location:	45.2919, -93.8049

Local Road Improvement Program: 2023 Solicitation Application

A: Applicant Information

Name	Sara Buermann
Phone	(763) 682-7391
Email	sara.buermann@co.wright.mn.us
Agency type	County
Agency name	Wright County
Address	3600 Braddock Ave NE Buffalo, MN 55313
As a grant applicant, are you representing a non-state aid city or township? If yes, it is required to have a county sponsor.	No, I am not a non-state city or township

B: Project Location

MnDOT District	District 3
County	Wright
City	Albertville and Otsego
Name/Designation of Road	CR 137
Type of Road	County Road
Functional Classification of Road	Major Collector
Average Daily Traffic (ADT) Count	11,200
Year of ADT Data Collection	2022
Road Authority Type (agency who owns and has jurisdiction of the road)	County
Road Authority Name	Wright County
Project Termini - From	EB I-94 Ramp

Project Termini - To	Marx Ave NE
Beginning Point - Latitude	45.23761938853247
Beginning Point - Longitude	-93.65022751958455
General Environment (the general environment that represents the majority of the project)	Suburban

C: Project Description

Type of Project	Reconstruction
Select the LRIP Account requested for funding	Routes of Regional Significance
Provide a description of the proposed project. This should include a description of operational and general safety benefits of the project and a description of the expected useful life of improvements. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under the Rural Road Safety Account considerations and eligibility section.	The proposed project will reconstruct County Road 137 from the EB I-94 on/off ramps to Marx Avenue NE in the cities of Albertville and Otsego. The improvements include converting three intersections to roundabouts, access management for current and future land use, multi-use trails, bridge deck modifications to accommodate non-motorized transportation users, and updating pedestrian facilities to current ADA standards. The project is expected to have a service life of at least 20 years.
Provide a description of any transportation deficiencies the proposed project will eliminate. Pictures can be helpful in demonstrating transportation deficiencies. This should include a description of operational and general safety benefits of the project.	The segment of CR 137 is a route of significant importance to the State, County and Cities in the region. Currently, this segment of roadway is seeing increased congestion, pavement deterioration and safety problems. The current bridge over I-94 does not provide for a safe crossing for non-motorized users and is signed with a No Pedestrian Crossing sign. This project will allow for the opportunity to reallocate the width of the bridge to better use the space and provide facilities for non-motorized modes of transportation. Roundabouts are being proposed at the ramp terminals, which will not only improve traffic safety and operations though access management, but will also facilitate geometric modifications by eliminating the need for left turn lanes on the bridge and repurposing the existing width of the bridge deck to provide a multi-use trail with a barrier to allow for a safe non-motorized crossing over I-94. The project will also improve safety by upgrading the roadway to current State-Aid standards and adding capacity to improve the overall transportation operations and connectivity within the northeast Wright County area.

Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.	Yes - project will have a service life of 10 or more years

D: LRIP Account Considerations and Eligibility

D2: Routes of Regional Significance Account Considerations and Eligibility

For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?	Part of a 10-ton route network Project limits provide a direct connection to the regional system, trunk highway, or a county road
Describe the number of persons and potential multiple local and tribal agencies that will be positively impacted by the project and how they will benefit.	The project will improve the operations and safety for all users by reducing vehicular speeds, improving access to local businesses, constructing multi-use trail facilities and add a safe pedestrian crossing over I-94 that will provide a needed connectivity for non-motorized users between residential development on the east side of I-94 to commercial destinations in downtown Albertville on the west side of I-94.
Describe the project contribution to the local, regional, state, or Tribal economy, and economic development or redevelopment efforts.	The County Road 137 project is a tremendous opportunity for Wright County, and its partners, to integrate planned improvements with the needs of the local residents, business owners, and users of this important roadway. This roadway is an important corridor connection for both vehicular and pedestrian traffic between the cities of Otsego and Albertville.

E: Project Readiness and Ability to Maintain

Estimated Construction Year	2025
Are there railroad impacts (RR crossing or RR tracks within 600' of the project)?	No RR xings or tracks within 600'
What is the status of the engineering and design work on the project?	Design in progress
Engineering Design	Data collection and preliminary design have started.
Has this project been selected for federal funding?	No
Is Right of Way acquisition required?	ROW acquisition yet to begin

RR impacts - Copy - Copy	ROW acquisition will begin once the project moves to final design and project limits are finalized.
Describe the local agency's or Tribal agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion.	Wright Count Highway Department maintains over 500 miles of county highway and will provide for the safe operation and maintenance of the proposed facility to the highest of standards.

F: Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized, multi-modal, and/or transit users on this project and how they align with elements of Complete Streets. (Adoption of a Complete Streets policy is not required for grant eligibility).	The current bridge over I-94 does not provide for a safe crossing for non-motorized users and is signed with a No Pedestrian Crossing sign. The entire width of the bridge is consumed by motorized vehicle travel lanes, both thru and turn lanes. This project will allow for the opportunity to reallocate the width of the bridge to better use the space and provide facilities for non-motorized modes of transportation. Roundabouts are being proposed at the ramp terminals, which will not only improve traffic safety and operations but will facilitate geometric modifications by eliminating the need for left turn lanes on the bridge and using that existing width to provide a multi-use trail with a barrier to allow for a safe non-motorized crossing over I-94.

G: Estimated Project Construction Cost (only include construction costs)

LRIP Request	1500000
Local County Funds	4250000
Total Project Cost	5750000
Are funds from all sources committed?	Yes

H. Attachments

At least one project location map with routes and project termini labeled	https://www.formstack.com/admin/download/file/15578093498
Engineer's Estimate/scoping level cost estimate with an itemized breakdown	https://www.formstack.com/admin/download/file/15578093499
Project schedule	https://www.formstack.com/admin/download/file/15578093500
For non-tribal applicants, local agency resolution approving project and pledging support to fund engineering, right of way, inspection, and other non-LRIP eligible costs, as well as LRIP-eligible items in excess of the LRIP grant amount.	https://www.formstack.com/admin/download/file/15578093501

Letters of concurrence or support. (If you have multiple letters, please merge them into one file and upload here).	https://www.formstack.com/admin/download/file/15578093502

Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:	Determined that no potential organization conflict of interest exists

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

RESOLUTION

Local Road Improvement Program Grant Agreement
Grant Terms and Conditions
SAP 086-593-001, Tied to SP 8680-200
Date

WHEREAS, **Wright County** has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $**1,500,000.00** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Wright County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper County officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Signatures

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I
DEFINITIONS

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

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LRIP Grant" - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LRIP" - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LRIP Grant" - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

"Public Entity" - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

Article II
GRANT

Section 2.01 G**rant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public **Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public **Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.

E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.

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

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

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

I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.

K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.

L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.

N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.

O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

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

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.

D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.

I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.

B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.

C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

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

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a

court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification **of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 **Termination of Agreement and Modification of LRIP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT' s obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess **Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER'S ORDER

Section 3.01 **State Bond Financed Property**. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested

sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).

E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV
DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been

consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:
Cumulative Advances $\leq$ (Program Grant) × (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:
Cumulative Advances $\leq$ (Program Grant) × (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public

Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

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

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.

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

C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

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

E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project.

B. All Advances are processed on a reimbursement basis.

C. The Public Entity must first document expenditures to obtain an Advance.

D. Reimbursement requests are made on a partial payment basis or when the Project is completed.

E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V
MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public

Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at:
Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at:
Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks**. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in **Exhibit A**, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in **Exhibit A**, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review

process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)

GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Wright County
3600 Braddock Avenue NE
Buffalo, MN 55313

Contact: Chad Hausmann, Wright County Engineer
Chad.hausmann@co.wright.mn.us 763-682-7388

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
CR 137 – I-94 Ramps to Marx Avenue, SAP 086-593-001	$1,500,000.00	$6,730,572.30	December 31, 2029

3. Total Amount of LRIP Grant for all projects under this Agreement: $1,500,000.00.

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

DEPARTMENT OF TRANSPORTATION CONTRACT MANAGEMENT

By: _____

Date: _____

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS			USES OF FUNDS	
Entity Supplying Funds	**Amount**		**Expenses**	**Amount**
State Funds:			**Items Paid for with LRIP**	
2023 LRIP Grant, SAAS Acct 385	$1,500,000.00		**Grant Funds:**	
			Reconstruction of to convert 3 intersections into roundabouts with access management, multi-use trail, and ADA pedestrian facilities	$1,500,000.00
Other:			_____	$_____
			_____	$_____
_____	$_____		_____	$_____
_____	$_____		_____	$_____
Subtotal	$1,500,000.00		Subtotal	$1,500,000.00
Public Entity Funds:			**Items paid for with Non-**	
Matching Funds			**LRIP Grant Funds:**	
Local Match	$5,730,572.30		Reconstruction of to convert 3 intersections into roundabouts with access management, multi-use trail, and ADA pedestrian facilities	$6,730,572.30
Other:				
LPP Funds, SP 8680-200	$1,000,000.00			
Subtotal	$6,730,572.30		Subtotal	$6,730,572.30
TOTAL FUNDS	$8,230,572.30	=	**TOTAL PROJECT COSTS**	$8,230,572.30

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date August 5, 2025
Construction Start Date September 2, 2025
Construction Substantial Complete Date September 30, 2026
Contract Final Completion Date December 31, 2029

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

DEPARTMENT OF HUMAN RIGHTS

WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **SHAFER CONTRACTING CO INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **11/3/2021**

Certificate expiration date: **11/2/2025**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER
540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

DEPARTMENT OF HUMAN RIGHTS

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **SHAFER CONTRACTING CO INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **August 17, 2022**

Certificate expiration date: **August 16, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER
540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Wright, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20___; and

C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

_____
Wright County, a political subdivision of the State of Minnesota

By: _____
Name: _____
Title: _____

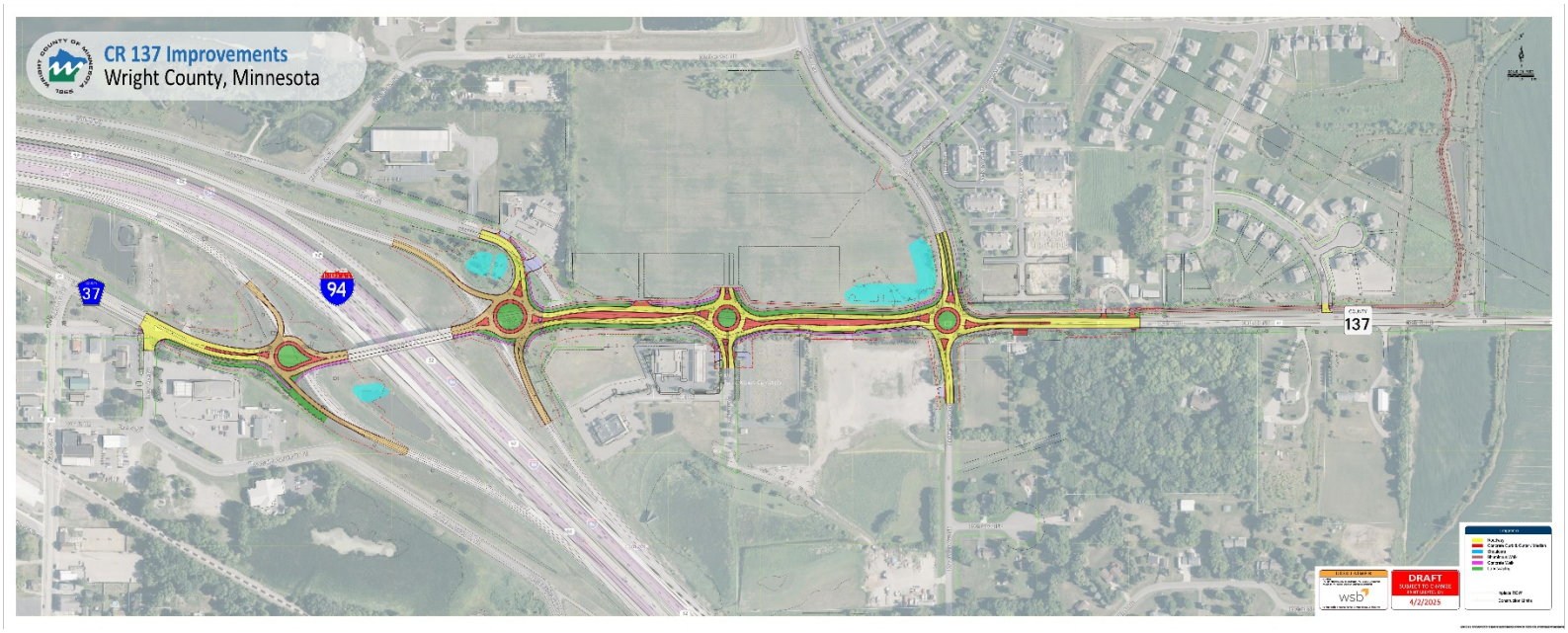
By: _____
Name: _____
Title: _____

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

The Project is located on CSAH 37/CR 137, from Large Avenue to past Marx Avenue.



MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

MnDOT Agreement No. 1060643
SAP No. 086-593-001, Tied to SP 8680-200

RESOLUTION

Local Road Improvement Program Grant Agreement
Grant Terms and Conditions
SAP 086-593-001, Tied to SP 8680-200
Date

WHEREAS, **Wright County** has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $**1,500,000.00** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Wright County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper County officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Signatures

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I
DEFINITIONS

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

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LRIP Grant" - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LRIP" - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LRIP Grant" - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

"Public Entity" - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

Article II
GRANT

Section 2.01 G**rant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public **Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public **Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.

E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.

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

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

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

I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.

K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.

L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.

N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.

O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

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

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.

D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.

I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.

B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.

C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

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

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a

court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification **of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 **Termination of Agreement and Modification of LRIP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT' s obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess **Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER'S ORDER

Section 3.01 **State Bond Financed Property**. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested

sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).

E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV
DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been

consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:
Cumulative Advances ≤ (Program Grant) × (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:
Cumulative Advances ≤ (Program Grant) × (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public

Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

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

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.

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

C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

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

E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project.

B. All Advances are processed on a reimbursement basis.

C. The Public Entity must first document expenditures to obtain an Advance.

D. Reimbursement requests are made on a partial payment basis or when the Project is completed.

E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V
MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public

Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at:
Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at:
Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks**. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in **Exhibit A**, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in **Exhibit A**, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review

process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

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

Local Road Improvement Program Grant Agreement; Grant Terms and Conditions
SAP 086-593-001, Tied to SP 8680-200

WHEREAS, Wright County has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $1,500,000.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Wright County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper County officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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 ##

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 ##

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 *
8/19/2025 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
SCB7391

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Agreement No. 25-51 Between the Cities of Otsego and Albertville and Wright County for the Improvements to County Highways 137/37 Planned for 2025-2026 Construction

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Agreement No. 25-51 Between the Cities of Otsego and Albertville and Wright County for the Improvements to County Highways 137/37 Planned for 2025-2026 Construction

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
The project will improve the safety, efficiency, and capacity and reduce travel speeds of vehicles along the corridor.

Describe the impact on staffing resources.
Engineering division staff is in charge of overseeing/performing construction administration tasks for this project.

Fiscal Impact:
The total value of the project is $8,230,572.30. The county will fund our share of the costs (estimated $4,369,860.09) with Local Option Sales Tax (LOST) funds.

Background/Justification:
The project addresses access, capacity and safety needs from I-94 to Marx Avenue NE and was awarded $1,500,000 in Local Road Improvement Program state grant funds and an additional $1,000,000 in Local Partnership Program state grand funds. The project will improve the safety, efficiency, and capacity and reduce travel speeds of vehicles along the corridor.
Attached: Agreement

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
Agree.25.51.Alb.Otsego.37.137.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

AGREEMENT NO. 25-51

WRIGHT COUNTY
DEPARTMENT OF HIGHWAYS

FUNDING PARTICIPATION AND CONSTRUCTION AGREEMENT

BETWEEN

THE COUNTY OF WRIGHT
and
THE CITIES OF
ALBERTVILLE AND OTSEGO

For

CONSTRUCTION OF IMPROVEMENTS FOR:

County State Aid Highway (CSAH) 37 – (locally known as 61st Street NE)
And County Road (CR) 137 – (locally known as 60th Street NE)
SAP 086-637-038

GRADING & BASE, SURFACING, ROUNDABOUTS, WATERMAIN, CONCRETE CURB & GUTTER,
STORM SEWER & BIKE TRAIL/PATHWAY IMPROVEMENTS

July 2025

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Wright, Minnesota, acting by and through its County Board of Commissioners hereinafter referred to as the "County", the Cities of Albertville and Otsego, Minnesota, acting by and through their respective City Councils, hereinafter referred to as the "Cities".

WITNESSETH:

WHEREAS, plans and specifications will be prepared by the County for the improvement of County State Aid Highway (CSAH) 37, (61st Street NE), from approximately Large Avenue NE to 75 feet East of TH 94 WB Ramp Terminal and CSAH 37 (60th Street NE) from 75 feet East of TH 94 WB Ramp Terminal to 700 feet east of Maciver Avenue, and said construction plans are designated as the CSAH 37 & CR 137 Reconstruction, and the length of the improvement project is approximately 0.79 miles, and

WHEREAS, the Cities have supported the improvements of CSAH 37 and CR 137 through the process of Wright County applying for and successfully obtaining Local Road Improvement Program (LRIP) funds and Local Partnership Program (LPP) funds (totaling $2,500,000.00 in State grant funds awarded).

WHEREAS, the improvements are consistent with the improvements identified in the County's Long-Range Transportation Plan dated September 2019; the County's current Five-Year Plan; and identified on the County's list of Local Option Sales Tax Projects; and the County's Cost Participation Policy, dated September 20, 2022 will govern the cost participation between the Cities and County for the project, and

WHEREAS, the proposed improvements indicated above will be included in one (1) contract to be administered by the County and will consist of, but is not limited to, grading & base construction, roundabout construction, watermain, concrete curb & gutter, bituminous surfacing, bike trail/pathway construction, storm sewer/drainage improvements, and other miscellaneous improvements within the corporate limits of the Cities, and

NOW THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD THAT:

Article 1

The County shall construct or cause to be constructed an improvement project including, roadway, roundabout, bike trail/pathway, drainage, and other miscellaneous improvements upon or along CSAH 37 (61st Street NE) and CR 137 (60th Street NE) within the Cities' limits in accordance with the approved plans and specifications as prepared by the County, and as approved by the MnDOT State Aid Office, and on file at the office of the County Engineer.

Article 2

It is agreed that upon completion of and acceptance of the work as to quantity and quality by the County, the County Engineer shall determine the actual amount that the County will invoice the Cities in accordance with the following funding participation schedule:

1. CSAH 37/CR 137 Construction Costs:

The cost participation is consistent with the Cost Participation Policy adopted by the County Board on September 20, 2022, and shown in the Appendix of the Agreement. The County will acquire necessary right-of-way for this project.

2. Storm Sewer Costs:

It is agreed that upon completion of the project, the Cities will own/maintain the storm sewer

system and storm water ponds along CSAH 37 and CR 137 located within each city's jurisdiction, respectively. This includes meeting the MS4 requirements of MPCA. This ownership/maintenance shall not commit the Cities to replacing or relocating any portion of said storm sewer made necessary as a result of a future reconstruction of CSAH 37 and CR 137. Funding for the storm sewer system & ponding will be split between the City and County by percentage of contributing flow, in accordance with the County's Cost Participation Policy, dated September 2022.

3. Bituminous Trail/Pedestrian Pathway:

The County will acquire the necessary right-of-way for the construction of this highway improvement project, including any additional right-of-way for the Cities pedestrian trail, if needed. The Cities will reimburse the County all right-of-way costs associated with the pedestrian trail. The costs associated with the pedestrian trail includes, but are not limited to permanent easement, temporary easement, damages due to loss of trees/shrubs, legal fees, costs, and expenses, pedestrian trail construction expenses, pedestrian trail gravel base, bituminous paving and required fencing due to pedestrian trail improvements. The Cities will own and maintain the trail after it is constructed. The Cities will also be responsible for all vegetative maintenance and snow clearing along the trail. The trail will be subject to the requirements in the County's Right-of-Way Ordinance for Management of the Public Right-of-Way Under the County's jurisdiction, for facilities located within the highway right-of-way. The Cities will maintain the pedestrian trail in good working order and will resurface and preserve the trail as needed to maintain a safe traveling experience for all users of the trail.

4. City Utilities/Landscaping/Other:

It is agreed that all City utilities (watermain, sanitary sewer, etc.) and all landscaping items requested by the Cities and included in the project will be subject to the County's Right-of-Way Ordinance for such facilities.

5. Watermain

It is agreed that plans and specifications for watermain improvements will be prepared by the Otsego City engineer (Hakanson Anderson), and the plans/specifications will be included in the highway construction plans. The watermain located within the highway right-of-way will be subject to the County's Right-of-Way Ordinance for facilities. A right-of-way permit will need to be completed for the watermain (the permit fee will be waived). The City shall pay all costs incurred by the County in performing the watermain improvements.

6. Engineering Costs:

The County will provide engineering services (with staff and/or consultants) for design, construction administration and inspection of this project. The County will not participate in any engineering costs incurred by the City that are necessary for the City to assess their portion of the project costs (Feasibility Studies, hearings, legal expenses, etc.) or for public utilities (watermain/sanitary sewer). The City will reimburse the County for engineering services for the City's portion of the project based upon the city/city/county percent share of construction costs. The final reimbursement will be computed using the appropriate % times the City's portion only of the final contract construction cost.

The County shall prepare a preliminary estimate of construction cost for the project. The preliminary cost estimate shall identify both the Cities' share and County's share of cost for the project based upon this funding agreement. This preliminary construction cost estimate shall be attached to this funding agreement. It is intended that the work outlined above in Article Two is to be done by a contractor on a unit price basis through a contract duly let by the County. When the County awards a contract, the County will prepare a new estimate of the Cities' share of the construction cost based on the unit prices bid by the County's contractor. A copy of such revised cost estimate will be forwarded to the Cities.

Article 3

The County shall be responsible for all field inspection of construction (including required testing at intervals outlined in the latest MnDOT State Aid for Local Transportation Materials Control Schedule, which is included in the project proposal), quantities, and contractor performance for the road improvement project. Testing for highway construction items will be paid for by the County and testing for all City items (all City utility, trail, City requested landscaping, etc.) will be paid for by the Cities.

Article 4

The County shall bill the Cities (95% of the cities' cost share) after the construction contracts are signed by the County and at the final completion of the project (the remaining cities' cost share). The Cities shall reimburse the County within 60 days of receipt of the invoice from the County.

Upon signing the construction contract by the County, a copy of the bid schedule breakdown of the Cities' portion of the project shall be forwarded to the Cities. Upon 100% completion of the work, the County shall forward to the Cities a copy of a cost breakdown identifying the Cities' cost participation, based on this agreement.

Article 5

The Cities shall take ownership of the sidewalk and trail/bikepath and be responsible for all associated maintenance and future repairs of the sidewalk and trail/bikepath. The Cities are required to fill out a R/W Permit for the sidewalk and trail/pathway within the CSAH 37 and CR 137 right-of-way. The County will waive the permit fee since the construction will be in conjunction with this project.

Article 6

The Cities shall be responsible for providing an adequate electrical power supply to the service pad for the street lighting of the roundabouts. Upon completion of the construction of the roundabouts, the City shall provide, at its own cost and expense, the necessary electrical energy for the operation of the intersection lighting and shall also be responsible to provide for the maintenance and relamping of the luminaires.

The County shall, at its own cost and expense, provide for replacement of streetlight poles, service cabinet, etc. – if they should become damaged through vehicle collisions, etc. (major maintenance).

Article 7

The County's Cost Participation Policy, dated September 20, 2022 will govern the cost participation and maintenance between the Cities and County for the items outlined as "County responsibility" in MnDOT Agreement 1059687. The County and City will share 50/50 in the ownership, operation, maintenance and compliance of the Pedestrian Crosswalk Flasher System outlined in Article 6.

Article 8

The Cities shall indemnify, save and hold harmless the County and all of its agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of the work provided for herein to be performed by the Cities. The County shall indemnify, save and hold harmless the Cities and all of its agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution of performance of the work provided for herein to be performed by the County.

Article 9

It is further agreed that any and all full-time employees of the County and all other employees of the County engaged in the performance by any work or services required or provided for herein to be performed by the County shall be considered employees of the County only and not of the Cities and that any and all claims that may or might arise under Workmen's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a

consequence of any act or omission on the part of said County employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the County.

It is further agreed that any and all full-time employees of the Cities and all other employees of the Cities engaged in the performance by any work or services required or provided for herein to be performed by the Cities or Joint Powers Board shall be considered employees of the Cities only and not of the County and that any and all claims that may or might arise under Workmen's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said Cities' or Joint Powers Board employees which so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of the Cities.

Article 10

This agreement will supersedes the previous agreement referred to as the Morris.Eide Road Improvements and attached for reference.

Article 11

Before this agreement shall become binding and effective it shall be approved by both the City Councils of Albertville and Otsego, and it shall also be approved by the County Board and such other officers as the law may provide.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

COUNTY OF WRIGHT
Recommended for Approval:

_____
Wright County Engineer

APPROVED:

_____
Chair, County Board

_____
County Administrator

_____
County Attorney

_____
Date

CITY OF ALBERTVILLE
Recommended for Approval:

_____
City Engineer, Albertville

APPROVED:

_____
Mayor, City of Albertville

_____
City Clerk, City of Albertville

_____
Date

CITY OF OTSEGO

Recommended for Approval:

_____
City Engineer, Otsego

APPROVED:

_____
Mayor, City of Otsego

_____
City Clerk, City of Otsego

_____
Date

OPINION OF PROBABLE COST

Project: CSAH 37/CR 137 RECONSTRUCTION
Location: CITIES OF ALBERTVILLE AND OTSEGO IN WRIGHT COUNTY
Project No.:

Date: 8/12/2025

STATEMENT OF ESTIMATED QUANTITIES

ITEM NUMBER	DESCRIPTION	NOTES	UNIT	UNIT PRICE	PROJECT TOTAL		CSAH 37 RAMP AREA								CR 137 EAST AREA (LRIP FUNDING)								LOCAL ONLY	
							I-94 RAMPS (LPP FUNDS) SP 8680-200 (I)		WRIGHT COUNTY SAP 086-637-038 (A)		CITY OF ALBERTVILLE SAP 242-020-009 (B)		STORM SEWER SAP 086-637-038/242-020-009 (95% COUNTY/5% CITY)		WRIGHT COUNTY SAP 086-593-001 (C)		CITY OF OTSEGO SAP 217-080-002 (CR 137) (E)		CITY OF OTSEGO SAP 217-113-002 (Maciver Avenue - MSAS 113) (H)		CITY OF ALBERTVILLE SAP 242-080-001 (CR 137) (D)		STORM SEWER SAP 086-593-001/217-080-002/ 242-080-001/217-113-002 (G)		CITY OF OTSEGO (F)	
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
1507.601	UTILITY COORDINATION		LUMP SUM	$40,000.00	1	$40,000.00			0.5	$20,000.00					0.5	$20,000.00										
2011.601	AS BUILT		LUMP SUM	$20,000.00	1	$20,000.00	1	$20,000.00																		
2021.501	MOBILIZATION		LUMP SUM	$395,000.00	1	$395,000.00	0.20	$79,000.00	0.21	$82,950.00	0.05	$19,750.00	0.06	$23,700.00	0.25	$98,750.00	0.03	$11,850.00	0.02	$7,900.00	0.04	$15,800.00	0.09	$35,550.00	0.05	$19,750.00
2101.502	CLEARING	(1)(2)	EACH	$150.00	53	$7,950.00	16	$2,400.00	8	$1,200.00					13	$1,950.00					10	$1,500.00			6	$900.00
2101.502	GRUBBING	(1)	EACH	$150.00	53	$7,950.00	16	$2,400.00	8	$1,200.00					13	$1,950.00					10	$1,500.00			6	$900.00
2101.505	CLEARING	(1)(2)	ACRE	$9,000.00	1.3	$11,700.00	1	$9,000.00							0.2	$1,800.00					0.1	$900.00				
2101.505	GRUBBING	(1)	ACRE	$9,000.00	1.3	$11,700.00	1	$9,000.00							0.2	$1,800.00					0.1	$900.00				
2102.503	PAVEMENT MARKING REMOVAL		LIN FT	$0.70	1650	$1,155.00			825	$577.50					825	$577.50										
2102.518	PAVEMENT MARKING REMOVAL		SQ FT	$5.00	165	$825.00			82	$410.00					83	$415.00										
2104.502	REMOVE PIPE APRON	(14)	EACH	$500.00	17	$8,500.00									13	$6,500.00									4	$2,000.00
2104.502	REMOVE LIGHTING UNIT		EACH	$500.00	4	$2,000.00	4	$2,000.00																		
2104.502	REMOVE UTILITY VAULT		EACH	$500.00	5	$2,500.00	5	$2,500.00																		
2104.502	REMOVE CASTING		EACH	$1,000.00	2	$2,000.00			2	$2,000.00																
2104.502	REMOVE DRAINAGE STRUCTURE		EACH	$1,000.00	4	$4,000.00									4	$4,000.00										
2104.502	REMOVE FOUNDATION		EACH	$1,000.00	1	$1,000.00	1	$1,000.00																		
2104.502	REMOVE CABINET FOUNDATION		EACH	$1,500.00	1	$1,500.00	1	$1,500.00																		
2104.502	REMOVE DELINEATOR / MARKER		EACH	$25.00	10	$250.00	4	$100.00	4	$100.00	2	$50.00														
2104.502	REMOVE SIGN		EACH	$25.00	43	$1,075.00	25	$625.00	12	$300.00	3	$75.00							3	$75.00						
2104.502	REMOVE SIGNAL SYSTEM		EACH	$4,600.00	1	$4,600.00	0.5	$2,300.00	0.5	$2,300.00																
2104.502	REMOVE LIGHT FOUNDATION		EACH	$2,000.00	8	$16,000.00	8	$16,000.00																		
2104.502	REMOVE ENERGY ABSORBING TERMINAL		EACH	$530.00	4	$2,120.00			4	$2,120.00																
2104.502	SALVAGE LIGHTING UNIT		EACH	$640.00	4	$2,560.00	4	$2,560.00																		
2104.502	SALVAGE CABINET		EACH	$500.00	1	$500.00	1	$500.00																		
2104.502	SALVAGE SERVICE CABINET		EACH	$500.00	2	$1,000.00	2	$1,000.00																		
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	$8.00	1791	$14,328.00	86	$688.00	829	$6,632.00					876	$7,008.00										
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)		LIN FT	$5.00	2231	$11,155.00	20	$100.00	1026	$5,130.00	130	$650.00			880	$4,400.00	42	$210.00							133	$665.00
2104.503	REMOVE PIPE CULVERTS		LIN FT	$15.00	884	$13,260.00									726	$10,890.00									158	$2,370.00
2104.503	REMOVE SEWER PIPE (STORM)		LIN FT	$15.00	356	$5,340.00									356	$5,340.00										
2104.503	REMOVE CURB & GUTTER		LIN FT	$4.50	1939	$8,725.50			121	$544.50	692	$3,114.00			676	$3,042.00					374	$1,683.00			76	$342.00
2104.503	REMOVE FENCE	(16)	LIN FT	$7.00	2059	$14,413.00	606	$4,242.00							1453	$10,171.00										
2104.503	REMOVE GUARDRAIL-PLATE BEAM		LIN FT	$7.75	441	$3,417.75			441	$3,417.75																
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT		SQ YD	$30.00	35	$1,050.00									35	$1,050.00										
2104.504	REMOVE CONCRETE PAVEMENT	(3)	SQ YD	$14.00	4725	$66,150.00	4618	$64,652.00			107	$1,498.00														
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		SQ YD	$5.00	540	$2,700.00					172	$860.00			266	$1,330.00					102	$510.00				
2104.504	REMOVE BITUMINOUS PAVEMENT	(15)	SQ YD	$4.50	31722	$142,749.00	3720	$16,740.00	8140	$36,630.00	1515	$6,817.50			15927	$71,671.50			1087	$4,891.50	1162	$5,229.00			171	$769.50
2104.518	REMOVE BITUMINOUS WALK		SQ FT	$1.00	1686	$1,686.00			153	$153.00					872	$872.00	661	$661.00								
2104.518	REMOVE CONCRETE WALK	(4)	SQ FT	$5.00	74	$370.00																			74	$370.00
2104.518	REMOVE CONCRETE MEDIAN		SQ FT	$5.00	385	$1,925.00									385	$1,925.00										
2104.601	REMOVE CABLES		LUMP SUM	$8,300.00	1	$8,300.00	1	$8,300.00																		
2104.602	REMOVE SIGN SPECIAL		EACH	$25.00	3	$75.00					1	$25.00			2	$50.00										
2106.507	EXCAVATION - COMMON	(P)	CU YD	$11.00	17781	$195,591.00	6649	$73,139.00	2139	$23,529.00	286	$3,146.00			6729	$74,019.00			482	$5,302.00	352	$3,872.00			1144	$12,584.00
2106.507	EXCAVATION - SUBGRADE	(P)	CU YD	$11.00	7980	$87,780.00	1588	$17,468.00	1812	$19,932.00	240	$2,640.00			3585	$39,435.00			342	$3,762.00	413	$4,543.00				
2106.507	EXCAVATION - CHANNEL AND POND	(P)	CU YD	$18.00	9510	$171,180.00			9510	$171,180.00																
2106.507	SELECT GRANULAR EMBANKMENT (CV)	(P)	CU YD	$22.00	9727	$213,994.00	1496	$32,912.00	2261	$49,742.00	350	$7,700.00			4786	$105,292.00			342	$7,524.00	492	$10,824.00				
2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	$6.50	38466	$250,029.00	6235	$40,527.50	14667	$95,335.50	1174	$7,631.00			14405	$93,632.50			86	$559.00	751	$4,881.50			1148	$7,462.00
2108.504	GEOTEXTILE FABRIC TYPE 9		SQ YD	$3.50	36414	$127,449.00	10080	$35,280.00	4194	$14,679.00	1352	$4,732.00			17342	$60,697.00	464	$1,624.00	1275	$4,462.50	1707	$5,974.50				
2108.604	GEOMEMBRANE SYSTEM		SQ YD	$61.50	724	$44,526.00			724	$44,526.00																
2118.507	AGGREGATE SURFACING (CV) CLASS 1		CU YD	$100.00	50	$5,000.00	31	$3,100.00	3	$300.00					3	$300.00					13	$1,300.00				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	(12)	HOUR	$150.00	100	$15,000.00			40	$6,000.00					40	$6,000.00	10	$1,500.00			10	$1,500.00				
2123.610	1.5 CU YD BACKHOE	(11)	HOUR	$250.00	180	$45,000.00			80	$20,000.00					80	$20,000.00	10	$2,500.00			10	$2,500.00				
2211.507	AGGREGATE BASE (CV) CLASS 5		CU YD	$25.50	12692	$323,646.00	1578	$40,239.00	1937	$49,393.50	701	$17,875.50			6013	$153,331.50	688	$17,544.00	362	$9,231.00	896	$22,848.00			517	$13,183.50
2301.502	DOWEL BAR		EACH	$10.50	7502	$78,771.00	6290	$66,045.00	640	$6,720.00					572	$6,006.00										
2301.504	CONCRETE PAVEMENT 9.5"		SQ YD	$68.50	7557	$517,654.50	6811	$466,553.50	746	$51,101.00																
2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)		EACH	$40.00	80	$3,200.00			80	$3,200.00																
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)		TON	$340.00	9	$3,060.00																			9	$3,060.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)		TON	$165.00	160	$26,400.00					97	$16,005.00			19	$3,135.00					44	$7,260.00				
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)		TON	$340.00	7	$2,380.00																			7	$2,380.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)		TON	$92.50	1912	$176,860.00			956	$88,430.00					956	$88,430.00										
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)		TON	$90.15	1890	$170,383.50			312	$28,126.80	123	$11,088.45			1162	$104,754.30	53	$4,777.95	79	$7,121.85	149	$13,432.35			12	$1,081.80
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,C)		TON	$108.00	3769	$407,052.00			624	$67,392.00	245	$26,460.00			2320	$250,560.00	104	$11,232.00	157	$16,956.00	295	$31,860.00			24	$2,592.00
2411.618	PREFABRICATED MODULAR BLOCK WALL		SQ FT	$100.00	3666	$366,600.00			2933	$293,300.00	733	$73,300.00														
2451.507	FINE AGGREGATE BEDDING (CV)		CU YD	$100.00	90	$9,000.00																			90	$9,000.00
2451.607	MEDIUM FILTER AGGREGATE (CV)		CU YD	$100.00	180	$18,000.00			180	$18,000.00																
2501.502	12" GS PIPE APRON		EACH	$500.00	2	$1,000.00																			2	$1,000.00
2501.502	15" GS PIPE APRON		EACH	$500.00	2	$1,000.00									2	$1,000.00										
2501.502	12" RC PIPE APRON		EACH	$900.00	2	$1,800.00							1	$900.00									1	$900.00		
2501.502	15" RC PIPE APRON		EACH	$1,250.00	10	$12,500.00	4	$5,000.00					5	$6,250.00									1	$1,250.00		
2501.502	18" RC PIPE APRON		EACH	$1,350.00	3	$4,050.00							1	$1,350.00									1	$1,350.00	1	$1,350.00
2501.502	21" RC PIPE APRON		EACH	$1,500.00	1	$1,500.00																	1	$1,500.00		
2501.502	24" RC PIPE APRON		EACH	$1,600.00	1	$1,600.00																	1	$1,600.00		
2501.502	15" RC SAFETY APRON		EACH	$1,500.00	1	$1,500.00							1	$1,500.00												
2501.502	18" RC SAFETY APRON		EACH	$1,650.00	1	$1,650.00																			1	$1,650.00
2501.503	12" CS PIPE CULVERT		LIN FT	$90.00	18	$1,620.00																			18	$1,620.00
2501.503	15" CS PIPE CULVERT		LIN FT	$95.00	63	$5,985.00															63	$5,985.00				
2501.503	15" RC PIPE CULVERT DES 3006 CL V		LIN FT	$120.00	34	$4,080.00	34	$4,080.00																		
2501.503	18" RC PIPE CULVERT DES 3006 CL V		LIN FT	$120.00	125	$15,000.00																			125	$15,000.00
2502.503	8" TP PIPE DRAIN		LIN FT	$20.00	16	$320.00			16	$320.00																

OPINION OF PROBABLE COST

Project: CSAH 37/CR 137 RECONSTRUCTION
Location: CITIES OF ALBERTVILLE AND OTSEGO IN WRIGHT COUNTY
Project No.:

Date: 8/12/2025

STATEMENT OF ESTIMATED QUANTITIES

ITEM NUMBER	DESCRIPTION	NOTES	UNIT	UNIT PRICE	PROJECT TOTAL		CSAH 37 RAMP AREA								CR 137 EAST AREA (LRIP FUNDING)								LOCAL ONLY	
							I-94 RAMPS (LPP FUNDS) SP 8680-200 (I)		WRIGHT COUNTY SAP 086-637-038 (A)		CITY OF ALBERTVILLE SAP 242-020-009 (B)		STORM SEWER SAP 086-637-038/242-020-009 (95% COUNTY/5% CITY)		WRIGHT COUNTY SAP 086-593-001 (C)		CITY OF OTSEGO SAP 217-080-002 (CR 137) (E)		CITY OF OTSEGO SAP 217-113-002 (Maciver Avenue - MSAS 113) (H)		CITY OF ALBERTVILLE SAP 242-080-001 (CR 137) (D)		STORM SEWER SAP 086-593-001/217-080-002/ 242-080-001/217-113-002 (G)		CITY OF OTSEGO (F)	
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2502.503	4" PERF TP PIPE DRAIN	(7)	LIN FT	$12.00	10982	$131,784.00	3321	$39,852.00	1340	$16,080.00	589	$7,068.00			4524	$54,288.00			668	$8,016.00	540	$6,480.00				
2502.503	8" PERF TP PIPE DRAIN		LIN FT	$22.00	240	$5,280.00			240	$5,280.00																
2502.602	8" TP PIPE DRAIN CLEAN OUT		EACH	$1,000.00	4	$4,000.00			4	$4,000.00																
2503.503	12" RC PIPE SEWER DES 3006 CL V		LIN FT	$66.00	485	$32,010.00							134	$8,844.00									351	$23,166.00		
2503.503	15" RC PIPE SEWER DES 3006 CL V		LIN FT	$77.00	4134	$318,318.00							2339	$180,103.00									1795	$138,215.00		
2503.503	18" RC PIPE SEWER DES 3006 CL V		LIN FT	$80.00	412	$32,960.00							23	$1,840.00									389	$31,120.00		
2503.503	21" RC PIPE SEWER DES 3006		LIN FT	$110.00	542	$59,620.00																	542	$59,620.00		
2503.503	24" RC PIPE SEWER DES 3006		LIN FT	$120.00	395	$47,400.00																	395	$47,400.00		
2503.602	CONNECT TO EXISTING STORM SEWER		EACH	$1,000.00	4	$4,000.00																	4	$4,000.00		
2504.602	CONNECT TO EXISTING WATER MAIN		EACH	$1,500.00	2	$3,000.00																			2	$3,000.00
2504.602	HYDRANT		EACH	$12,000.00	2	$24,000.00																			2	$24,000.00
2504.602	ADJUST GATE VALVE & BOX		EACH	$1,000.00	2	$2,000.00					2	$2,000.00														
2504.602	6" BUTTERFLY VALVE & BOX		EACH	$4,500.00	2	$9,000.00																			2	$9,000.00
2504.602	8" BUTTERFLY VALVE & BOX		EACH	$5,500.00	1	$5,500.00																			1	$5,500.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52		LIN FT	$135.00	31	$4,185.00																			31	$4,185.00
2504.603	8" WATERMAIN DUCTILE IRON CL 52		LIN FT	$115.00	1115	$128,225.00																			1115	$128,225.00
2504.603	16" STEEL CASING PIPE (DIRECT BURY)		LIN FT	$475.00	120	$57,000.00																			120	$57,000.00
2504.608	WATERMAIN FITTINGS		POUND	$18.75	722	$13,537.50																			722	$13,537.50
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	(9)	EACH	$9,000.00	1	$9,000.00							1	$9,000.00												
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	(9)	EACH	$9,000.00	1	$9,000.00																	1	$9,000.00		
2506.502	CASTING ASSEMBLY		EACH	$1,000.00	119	$119,000.00							48	$48,000.00									71	$71,000.00		
2506.502	ADJUST FRAME & RING CASTING		EACH	$1,500.00	2	$3,000.00							2	$3,000.00												
2506.503	CONST DRAINAGE STRUCTURE DESIGN H		LIN FT	$600.00	19	$11,400.00							8	$4,800.00									11	$6,600.00		
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48		LIN FT	$675.00	8	$5,400.00							8	$5,400.00												
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020		LIN FT	$675.00	451	$304,425.00							204	$137,700.00									247	$166,725.00		
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020		LIN FT	$1,150.00	47	$54,050.00							5	$5,750.00									42	$48,300.00		
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020		LIN FT	$1,250.00	19	$23,750.00																	19	$23,750.00		
2506.602	RECONSTRUCT DRAINAGE STRUCTURE		EACH	$5,000.00	1	$5,000.00							1	$5,000.00												
2506.602	ADJUST FRAME & RING CASTING		EACH	$1,500.00	5	$7,500.00					5	$7,500.00														
2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 1	(10)	LIN FT	$650.00	74	$48,100.00							31	$20,150.00									43	$27,950.00		
2511.504	GEOTEXTILE FILTER TYPE 4		SQ YD	$10.00	169	$1,690.00							101	$1,010.00									68	$680.00		
2511.507	RANDOM RIPRAP CLASS III		CU YD	$165.00	29	$4,785.00							9	$1,485.00									20	$3,300.00		
2511.507	RANDOM RIPRAP CLASS IV		CU YD	$165.00	20	$3,300.00							20	$3,300.00												
2521.518	4" CONCRETE WALK		SQ FT	$4.40	49984	$219,929.60	2153	$9,473.20	1456	$6,406.40	3113	$13,697.20			26181	$115,196.40	4749	$20,895.60	1061	$4,668.40	11221	$49,372.40			50	$220.00
2521.518	6" CONCRETE WALK		SQ FT	$7.60	9004	$68,430.40	5103	$38,782.80	1995	$15,162.00	1310	$9,956.00			490	$3,724.00	66	$501.60			40	$304.00				
2521.518	7" CONCRETE WALK		SQ FT	$8.90	14091	$125,409.90	7873	$70,069.70							6218	$55,340.20										
2521.518	3" BITUMINOUS WALK		SQ FT	$2.00	40509	$81,018.00											16614	$33,228.00	711	$1,422.00					23184	$46,368.00
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)		EACH	$1.00	298	$298.00			3	$3.00	94	$94.00					133	$133.00			52	$52.00			16	$16.00
2521.618	CONCRETE CURB RAMP WALK		SQ FT	$18.50	4471	$82,713.50			146	$2,701.00	1168	$21,608.00					2152	$39,812.00			820	$15,170.00			185	$3,422.50
2531.503	CONCRETE CURB & GUTTER DESIGN SPECIAL	(6)	LIN FT	$40.00	50	$2,000.00			50	$2,000.00																
2531.503	CONCRETE CURB & GUTTER DESIGN B424		LIN FT	$29.00	16626	$482,154.00	3749	$108,721.00	1191	$34,539.00	1383	$40,107.00			6619	$191,951.00	1443	$41,847.00	184	$5,336.00	2057	$59,653.00				
2531.503	CONCRETE CURB & GUTTER DESIGN B618		LIN FT	$32.00	1345	$43,040.00					393	$12,576.00							854	$27,328.00					98	$3,136.00
2531.503	CONCRETE CURB & GUTTER DESIGN R424		LIN FT	$32.00	1528	$48,896.00	893	$28,576.00							635	$20,320.00										
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	(5)	SQ YD	$70.50	255	$17,977.50									255	$17,977.50										
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	(5)	SQ YD	$82.00	449	$36,818.00					61	$5,002.00			295	$24,190.00					93	$7,626.00				
2531.603	CONCRETE SILL		LIN FT	$2.00	5398	$10,796.00	295	$590.00	505	$1,010.00	290	$580.00			3521	$7,042.00	85	$170.00	459	$918.00	243	$486.00				
2531.618	TRUNCATED DOMES		SQ FT	$70.00	712	$49,840.00			33	$2,310.00	217	$15,190.00					294	$20,580.00			128	$8,960.00			40	$2,800.00
2533.503	PORTABLE PRECAST CONC BARRIER DES 8337		LIN FT	$10.00	2130	$21,300.00			1065	$10,650.00					1065	$10,650.00										
2545.502	LIGHTING UNIT TYPE 9-30		EACH	$3,800.00	17	$64,600.00									13	$49,400.00	1	$3,800.00	1	$3,800.00	2	$7,600.00				
2545.502	LIGHTING UNIT TYPE 9-40		EACH	$4,275.00	15	$64,125.00	8	$34,200.00	5	$21,375.00	2	$8,550.00														
2545.502	LIGHT FOUNDATION DESIGN E		EACH	$1,350.00	36	$48,600.00	12	$16,200.00	5	$6,750.00	2	$2,700.00			13	$17,550.00	1	$1,350.00	1	$1,350.00	2	$2,700.00				
2545.502	SERVICE CABINET -TYPE L1		EACH	$12,500.00	4	$50,000.00	1	$12,500.00	1	$12,500.00					2	$25,000.00										
2545.502	SERVICE EQUIPMENT		EACH	$7,500.00	5	$37,500.00	2	$15,000.00	1	$7,500.00					2	$15,000.00										
2545.502	EQUIPMENT PAD B		EACH	$1,200.00	5	$6,000.00	2	$2,400.00	1	$1,200.00					2	$2,400.00										
2545.502	HANDHOLE		EACH	$2,450.00	1	$2,450.00	1	$2,450.00																		
2545.503	2" NON-METALLIC CONDUIT		LIN FT	$5.25	3510	$18,427.50	825	$4,331.25	525	$2,756.25	200	$1,050.00			1500	$7,875.00	100	$525.00	130	$682.50	230	$1,207.50				
2545.503	3" NON-METALLIC CONDUIT		LIN FT	$15.00	100	$1,500.00	100	$1,500.00																		
2545.503	UNDERGROUND WIRE 1/C 8 AWG		LIN FT	$2.00	15400	$30,800.00	3600	$7,200.00	2250	$4,500.00	850	$1,700.00			6700	$13,400.00	450	$900.00	550	$1,100.00	1000	$2,000.00				
2545.503	DIRECT BURIED LIGHTING CABLE 4/C 4 AWG		LIN FT	$10.50	2500	$26,250.00	2500	$26,250.00																		
2545.601	TEMPORARY LIGHTING SYSTEM		LUMP SUM	$2,650.00	1	$2,650.00			1	$2,650.00																
2545.602	INSTALL LIGHTING UNIT		EACH	$1,100.00	4	$4,400.00	4	$4,400.00																		
2545.602	INSTALL SERVICE CABINET		EACH	$1,125.00	1	$1,125.00	1	$1,125.00																		
2550.502	CABINET FOUNDATION		EACH	$1,475.00	1	$1,475.00	1	$1,475.00																		
2550.502	SERVICE FOUNDATION		EACH	$800.00	1	$800.00	1	$800.00																		
2550.502	FIBEROPTIC SPLICE VAULT		EACH	$10,300.00	1	$10,300.00	1	$10,300.00																		
2550.502	OUTDOOR FIBER SPLICE ENCLOSURE		EACH	$1,800.00	1	$1,800.00	1	$1,800.00																		
2550.502	BURIED CABLE SIGN		EACH	$75.00	16	$1,200.00	16	$1,200.00																		
2550.502	LOOP DETECTOR SPLICE		EACH	$200.00	5	$1,000.00	5	$1,000.00																		
2550.502	SERVICE CABINET		EACH	$5,150.00	1	$5,150.00	1	$5,150.00																		
2550.503	1.25" NON-METALLIC CONDUIT		LIN FT	$4.50	990	$4,455.00	990	$4,455.00																		
2550.503	1.5" NON-METALLIC CONDUIT		LIN FT	$4.50	655	$2,947.50	655	$2,947.50																		
2550.503	2" NON-METALLIC CONDUIT		LIN FT	$5.25	1375	$7,218.75	1375	$7,218.75																		
2550.503	POWER CABLE 1 CONDUCTOR NO 2		LIN FT	$5.25	590	$3,097.50	590	$3,097.50																		
2550.503	POWER CABLE 1 CONDUCTOR NO 6		LIN FT	$2.25	3690	$8,302.50	3690	$8,302.50																		
2550.503	POWER CABLE 1 CONDUCTOR NO 8		LIN FT	$2.75	595	$1,636.25	595	$1,636.25																		
2550.503	POWER CABLE 3 CONDUCTOR NO 14		LIN FT	$2.50	1310	$3,275.00	1310	$3,275.00																		
2550.503	LEAD-IN CABLE 2 CONDUCTOR NO 14		LIN FT	$1.85	5013	$9,274.05	5013	$9,274.05																		
2550.601	TEMPORARY COMMUNICATION SYSTEM		LUMP SUM	$21,250.00	1	$21,250.00	1	$21,250.00																		

OPINION OF PROBABLE COST

Project: CSAH 37/CR 137 RECONSTRUCTION
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Project No.:

Date: 8/12/2025

STATEMENT OF ESTIMATED QUANTITIES

ITEM NUMBER	DESCRIPTION	NOTES	UNIT	UNIT PRICE	PROJECT TOTAL		CSAH 37 RAMP AREA								CR 137 EAST AREA (LRIP FUNDING)								LOCAL ONLY	
							I-94 RAMPS (LPP FUNDS) SP 8680-200 (I)		WRIGHT COUNTY SAP 086-637-038 (A)		CITY OF ALBERTVILLE SAP 242-020-009 (B)		STORM SEWER SAP 086-637-038/242-020-009 (95% COUNTY/5% CITY)		WRIGHT COUNTY SAP 086-593-001 (C)		CITY OF OTSEGO SAP 217-080-002 (CR 137) (E)		CITY OF OTSEGO SAP 217-113-002 (Maciver Avenue - MSAS 113) (H)		CITY OF ALBERTVILLE SAP 242-080-001 (CR 137) (D)		STORM SEWER SAP 086-593-001/217-080-002/ 242-080-001/217-113-002 (G)		CITY OF OTSEGO (F)	
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2550.601	FIBER OPTIC CABLE TESTING		LUMP SUM	$10,450.00	1	$10,450.00	1	$10,450.00																		
2550.602	INSTALL CABINET		EACH	$975.00	1	$975.00	1	$975.00																		
2550.602	INSTALL SERVICE CABINET		EACH	$975.00	1	$975.00	1	$975.00																		
2550.602	FIBER OPTIC PIGTAIL TERMINATION		EACH	$1,760.00	5	$8,800.00	5	$8,800.00																		
2550.602	FIBER OPTIC CABLE SPLICING		EACH	$2,000.00	2	$4,000.00	2	$4,000.00																		
2550.602	PULL VAULT		EACH	$2,625.00	6	$15,750.00	6	$15,750.00																		
2550.603	ARMORED FIBER OPTIC PIGTAIL CABLE 6SM		LIN FT	$2.00	1530	$3,060.00	1530	$3,060.00																		
2550.603	REROUTE CABLE		LIN FT	$25.00	200	$5,000.00	200	$5,000.00																		
2550.603	FIBER OPTIC TRUNK CABLE 36SM		LIN FT	$2.50	3788	$9,470.00	3788	$9,470.00																		
2550.603	1.25" BORED CONDUIT		LIN FT	$25.00	270	$6,750.00	270	$6,750.00																		
2550.603	1.5" BORED CONDUIT		LIN FT	$27.00	80	$2,160.00	80	$2,160.00																		
2550.603	2" BORED CONDUIT		LIN FT	$27.50	215	$5,912.50	215	$5,912.50																		
2554.602	GUIDE POST TYPE SPECIAL	(8)	EACH	$125.00	17	$2,125.00							9	$1,125.00									6	$750.00	2	$250.00
2554.602	VALVE STAKE		EACH	$250.00	3	$750.00																			3	$750.00
2557.503	WIRE FENCE DESIGN 60-9322		LIN FT	$55.00	200	$11,000.00	200	$11,000.00																		
2557.503	WIRE FENCE DESIGN 60V-9322		LIN FT	$58.00	508	$29,464.00			508	$29,464.00																
2563.601	TRAFFIC CONTROL		LUMP SUM	$40,000.00	1	$40,000.00	0.20	$8,000.00	0.21	$8,400.00	0.05	$2,000.00	0.06	$2,400.00	0.25	$10,000.00	0.03	$1,200.00	0.02	$800.00	0.04	$1,600.00	0.09	$3,600.00	0.05	$2,000.00
2563.602	PORTABLE BARRIER DELINEATOR		EACH	$8.00	74	$592.00			37	$296.00					37	$296.00										
2563.602	PORTABLE CHANGEABLE MESSAGE SIGN		EACH	$5,000.00	2	$10,000.00			1	$5,000.00					1	$5,000.00										
2563.615	TEMPORARY IMPACT ATTENUATOR		ASSEMBLY	$3,000.00	3	$9,000.00			1	$3,000.00					2	$6,000.00										
2564.502	INFILTRATION AREA MARKER		EACH	$250.00	3	$750.00							3	$750.00												
2564.602	DELINEATOR / MARKER		EACH	$250.00	12	$3,000.00	4	$1,000.00	4	$1,000.00	1	$250.00			3	$750.00										
2564.618	SIGN		SQ FT	$73.00	1342	$97,966.00	469	$34,237.00	182	$13,286.00	22	$1,606.00			644	$47,012.00	25	$1,825.00								
2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM 1		SYSTEM	$18,600.00	1	$18,600.00	0.5	$9,300.00	0.5	$9,300.00																
2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM 2		SYSTEM	$21,750.00	1	$21,750.00									0.5	$10,875.00	0.25	$5,437.50			0.25	$5,437.50				
2573.501	STABILIZED CONSTRUCTION EXIT		LUMP SUM	$15,000.00	1	$15,000.00			0.5	$7,500.00					0.5	$7,500.00										
2573.501	EROSION CONTROL SUPERVISOR		LUMP SUM	$10,000.00	1	$10,000.00			0.5	$5,000.00					0.5	$5,000.00										
2573.502	STORM DRAIN INLET PROTECTION		EACH	$350.00	118	$41,300.00			50	$17,500.00					68	$23,800.00										
2573.502	CULVERT END CONTROLS		EACH	$350.00	11	$3,850.00			1	$350.00					9	$3,150.00									1	$350.00
2573.503	SILT FENCE, TYPE MS		LIN FT	$2.00	9647	$19,294.00			4402	$8,804.00	2745	$5,490.00													2500	$5,000.00
2574.505	SOIL BED PREPARATION		ACRE	$150.00	11.2	$1,680.00			6.7	$1,005.00					3.7	$555.00									0.8	$120.00
2574.507	FILTER TOPSOIL BORROW		CU YD	$70.00	160	$11,200.00							160	$11,200.00												
2574.508	FERTILIZER TYPE 3		POUND	$1.00	1168	$1,168.00			272	$272.00					890	$890.00									6	$6.00
2574.508	FERTILIZER TYPE 4		POUND	$1.00	1022	$1,022.00			824	$824.00					101	$101.00									97	$97.00
2574.601	INFILTRATION TESTING	(13)	LUMP SUM	$5,000.00	1	$5,000.00			1	$5,000.00																
2575.504	RAPID STABILIZATION METHOD 4		SQ YD	$2.00	8083	$16,166.00			8083	$16,166.00																
2575.504	ROLLED EROSION PREVENTION CATEGORY 20		SQ YD	$2.00	8083	$16,166.00			8083	$16,166.00																
2575.505	SEEDING		ACRE	$150.00	11.3	$1,695.00			6.8	$1,020.00					3.7	$555.00									0.8	$120.00
2575.507	MULCH MATERIAL TYPE 9		CU YD	$100.00	14	$1,400.00	14	$1,400.00																		
2575.508	HYDRAULIC REINFORCED FIBER MATRIX		POUND	$1.00	32753	$32,753.00			17790	$17,790.00					12403	$12,403.00									2560	$2,560.00
2575.523	RAPID STABILIZATION METHOD 3		M GALLON	$500.00	62	$31,000.00			33	$16,500.00					24	$12,000.00	5	$2,500.00								
2575.608	SEED SOUTHERN BOULEVARD		POUND	$5.00	463	$2,315.00			126	$630.00					337	$1,685.00										
2575.608	SEED TURFGRASS		POUND	$10.00	96	$960.00									92	$920.00									4	$40.00
2575.608	SEED MESIC INSLOPE		POUND	$10.00	307	$3,070.00			231	$2,310.00					33	$330.00									43	$430.00
2575.608	SEED SOUTHERN SHORTGRASS ROADSIDE		POUND	$40.00	60	$2,400.00			54	$2,160.00					6	$240.00										
2581.503	6" REMOVABLE PREFORM PAVEMENT MARKING TAPE		LIN FT	$2.05	777	$1,592.85			388	$795.40					389	$797.45										
2581.603	REMOVABLE PREFORMED PLASTIC MASK (BLACK)		LIN FT	$2.35	63	$148.05			31	$72.85					32	$75.20										
2582.503	6" SOLID LINE PAINT (WR)		LIN FT	$0.60	12455	$7,473.00			6227	$3,736.20					6228	$3,736.80										
2582.503	12" SOLID LINE PAINT (WR)		LIN FT	$1.20	294	$352.80			147	$176.40					147	$176.40										
2582.503	6" DOTTED LINE PAINT (WR)		LIN FT	$0.60	105	$63.00			52	$31.20					53	$31.80										
2582.503	6" DBLE SOLID LINE PAINT (WR)		LIN FT	$1.20	1943	$2,331.60			971	$1,165.20					972	$1,166.40										
2582.503	4" SOLID LINE MULTI COMP GR IN		LIN FT	$1.40	6514	$9,119.60	920	$1,288.00	751	$1,051.40	119	$166.60			4094	$5,731.60			540	$756.00	90	$126.00				
2582.503	6" SOLID LINE MULTI COMP GR IN		LIN FT	$1.60	9663	$15,460.80	767	$1,227.20	2263	$3,620.80	308	$492.80			5166	$8,265.60			615	$984.00	544	$870.40				
2582.503	4" BROKEN LINE MULTI COMP GR IN		LIN FT	$1.40	110	$154.00			80	$112.00					30	$42.00										
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN		LIN FT	$2.80	2022	$5,661.60			849	$2,377.20	385	$1,078.00			547	$1,531.60					241	$674.80				
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)		LIN FT	$2.20	4932	$10,850.40	4932	$10,850.40																		
2582.503	12" SOLID LINE PREF THERMO GR IN		LIN FT	$20.00	35	$700.00			35	$700.00																
2582.503	24" SOLID LINE PREF THERMO GR IN		LIN FT	$23.00	114	$2,622.00									114	$2,622.00										
2582.503	12" DOTTED LINE PREF THERMO GR IN		LIN FT	$20.00	224	$4,480.00	95	$1,900.00							129	$2,580.00										
2582.518	PAVT MSSG PREF THERMO GR IN		SQ FT	$27.50	235	$6,462.50	47	$1,292.50	47	$1,292.50					141	$3,877.50										
2582.518	CROSSWALK PREF THERMO GR IN		SQ FT	$16.00	1104	$17,664.00	192	$3,072.00							480	$7,680.00	144	$2,304.00	144	$2,304.00	144	$2,304.00				
	BRIDGE																									
2401.508	REINFORCEMENT BARS (EPOXY COATED)		POUND	$4.26	565	$2,406.90			283	$1,205.58	282	$1,201.32														
2401.518	RAISED MEDIAN CONCRETE (3S52)		SQ FT	$225.00	268	$60,300.00			134	$30,150.00	134	$30,150.00														
2402.602	BARRIER COVER PLATE		EACH	$1,250.00	2	$2,500.00			1	$1,250.00	1	$1,250.00														
2402.608	STRUCTURAL STEEL (3306)		POUND	$11.75	500	$5,875.00			250	$2,937.50	250	$2,937.50														
2404.518	CONCRETE WEARING COURSE (3U17A)		SQ FT	$29.75	1900	$56,525.00			950	$28,262.50	950	$28,262.50														
2433.502	ANCHORAGES TYPE 1		EACH	$45.00	24	$1,080.00			12	$540.00	12	$540.00														
2433.502	ANCH TYPE REINF BARS (TYPE L)		EACH	$35.00	733	$25,655.00			367	$12,845.00	366	$12,810.00														

OPINION OF PROBABLE COST

Project: CSAH 37/CR 137 RECONSTRUCTION
Location: CITIES OF ALBERTVILLE AND OTSEGO IN WRIGHT COUNTY
Project No.:

Date: 8/12/2025

STATEMENT OF ESTIMATED QUANTITIES

ITEM NUMBER	DESCRIPTION	NOTES	UNIT	UNIT PRICE	PROJECT TOTAL		CSAH 37 RAMP AREA								CR 137 EAST AREA (LRIP FUNDING)								LOCAL ONLY	
							I-94 RAMPS (LPP FUNDS) SP 8680-200 (I)		WRIGHT COUNTY SAP 086-637-038 (A)		CITY OF ALBERTVILLE SAP 242-020-009 (B)		STORM SEWER SAP 086-637-038/242-020-009 (95% COUNTY/5% CITY)		WRIGHT COUNTY SAP 086-593-001 (C)		CITY OF OTSEGO SAP 217-080-002 (CR 137) (E)		CITY OF OTSEGO SAP 217-113-002 (MacIver Avenue - MSAS 113) (H)		CITY OF ALBERTVILLE SAP 242-080-001 (CR 137) (D)		STORM SEWER SAP 086-593-001/217-080-002/ 242-080-001/217-113-002 (G)		CITY OF OTSEGO (F)	
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2433.518	REMOVE CONCRETE WEARING COURSE		SQ FT	$12.00	2168	$26,016.00			2168	$26,016.00																
2433.618	SCARIFY BRIDGE DECK (SPECIAL)		SQ FT	$125.00	25	$3,125.00			25	$3,125.00																
2557.503	WIRE FENCE DESIGN W-1 VINYL COATED		LIN FT	$140.00	330	$46,200.00			330	$46,200.00																
2563.602	TUBULAR MARKER		EACH	$125.00	23	$2,875.00			12	$1,500.00	11	$1,375.00														
				CONSTRUCTION TOTAL		$8,230,572.30		$1,695,623.10		$1,734,149.93		$442,405.37		$484,557.00		$2,080,764.75		$228,907.65		$127,249.75		$317,425.95		$707,326.00		$412,162.80

Total LPP Eligible	$1,695,623.10		$1,695,623.10						
LPP Funding Share	$1,000,000.00		$1,000,000.00						
Local Responsibility	$3,356,735.40		$695,623.10		$1,734,149.93		$442,405.37		$484,557.00
Wright County	$2,890,102.18		$695,623.10		$1,734,149.93				$460,329.15
City of Albertville	$466,633.22						$442,405.37		$24,227.85

Total LRIP Eligible	$3,461,674.10	60%	$2,080,764.75	7%	$228,907.65	4%	$127,249.75	9%	$317,425.95	20%	$707,326.00	$412,162.80
LRIP Funding Available	$1,500,000.00		$901,629.40		$99,189.43		$55,139.40		$137,545.86		$306,495.92	
Local Responsibility	$1,380,963.93		$1,179,135.35		$129,718.22		$72,110.35		$179,880.09		$400,830.08	$412,162.80
Wright County	$1,479,757.91		$1,179,135.35								$300,622.56	
City of Albertville	$219,963.10								$179,880.09		$40,083.01	
City of Otsego	$674,115.89				$129,718.22		$72,110.35				$60,124.51	$412,162.80

MnDOT Contract No.: **1059687**

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
WRIGHT COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT

State Project Number (SP):	**8680-200**
Trunk Highway Number (TH):	**94=392**
State Aid Project Number (SAP):	**086-637-038, 086-593-001**
State Aid Project Number:	**217-080-002, 217-113-002**
State Aid Project Number:	**242-020-009, 242-080-001**
County Project Number (CP):	**086-137-211**
Bridge Number:	**86811**

Original Amount Encumbered
$1,000,000.00

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State) and Wright County, acting through its Board of Commissioners (County).

Recitals

1. The County will perform roundabout, grading, bituminous and concrete surfacing, modular block wall, TMS, pedestrian crosswalk flasher system, ADA improvements, lighting, and Bridge No. 86811 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 94 at County Road (CR) No. 137/60th Street Northeast and upon, along, and adjacent to County State Aid Highway (CSAH) No. 37/60th Street Northeast from Large Avenue Northeast to 75 feet east of Trunk Highway No. 94 westbound ramp terminal according to County-prepared plans, specifications, and special provisions designated by the County as County Project No. 086-137-211 and by the State as State Project No. 8680-200 (TH 94=392) (Project); and
2. The County requests the State participate in the costs of the reconstruction of the Trunk Highway No. 94 ramp heads at County Road No. 137 and other associated construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. Since a portion of the Project is on the National Highway System (NHS) Right-of-Way, the State will perform oversight engineering of that portion of the Project in connection with the construction as required by the Stewardship Plan between the Federal Highway Administration (FHWA) and the State, dated May 2015, to ensure that the Federal Aid Highway Program is delivered consistent with applicable laws, regulations, and policies and any construction activity undertaken on or affecting the trunk highway system is designed and constructed in accordance with the laws and rules of the State of Minnesota and policies of the Department of Transportation; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

MnDOT Contract No.: **1059687**

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

1.1. ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. ***Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the County; 6. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance, and Compliance; 11. Liability; Worker Compensation Claims; Insurance; 14. State Audits; 15. Government Data Practices; 16. Governing Law; Jurisdiction; Venue; and 18. Force Majeure.

1.4. ***Plans, Specifications, and Special Provisions.*** State-approved County plans, specifications, and special provisions designated by the County as County Project No. 086-137-211 and by the State as State Project No. 8680-200 (TH 94=392) are on file in the office of the County's Engineer and incorporated into this Agreement by reference (Project Plans).

1.5. ***Exhibits.*** Preliminary Schedule "I" is attached and incorporated into this Agreement. Exhibit A: Maintenance Responsibilities is attached and incorporated into this Agreement.

2. Right-of-Way Use

2.1. ***Limited Right to Occupy.*** The State grants to the County (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the County (or its contractors or consultants) for revoking this right of occupancy.

2.2. ***State Access; Suspension of Work; Remedial Measures.*** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the County or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the County (and its contractors and consultants) to suspend their operations until the County (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the County (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.

2.3. ***Traffic Control; Worker Safety.*** While the County (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (*http://www.dot.state.mn.us/trafficeng/workzone/index.html*). All County, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.

2.4. ***State Ownership of Improvements.*** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the County's contractor with respect to such improvements (if any) will flow to the State. The County will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the County's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the County will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the County's consultants and contractors.

2.5. ***Utility Relocation.*** The State authorizes the County to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

3. Contract Award and Construction

3.1. ***Bids and Award.*** The County will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.

3.2. ***Bid Documents Furnished by the County.*** The County will, within seven days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the County's request for concurrence by the State in the award of the construction contract. The County will not award the construction contract until the State advises the County in writing of its concurrence.

3.3. ***Rejection of Bids.*** The County may reject and the State may require the County to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the County will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

3.4. ***Contract Terms.*** The County's contract with its construction contractor(s) must include the following terms:

A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and

B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and

C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.5. ***Direction, Supervision, and Inspection of Construction***

A. The contract construction will be under the direction of the County and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The County will give the District Engineer at Baxter five days' notice of its intention to start the contract construction.

B. Responsibility for the control of materials for the contract construction will be on the County and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current *Standard Specifications for Construction*.

3.6. ***Performance of Oversight Engineering.***

A. The State will perform oversight engineering on that portion of the Project involving the the State's Right-of-Way as required by the FHWA Stewardship Agreement pertaining to work by local agencies on the NHS.

B. Oversight engineering will consist of the following items which impact the NHS:

i. Review, approve, and provide concurrence of all change orders that pertain to the work on the Interstate Right-of-Way; and

ii. Review of documented inspection and materials testing; and

iii. Periodic construction inspections; and

iv. Review traffic control; and

v. Periodically attend weekly meetings; and

vi. Review contractor's schedules; and

vii. Review/approval of any closures of lanes on the Interstate; and

viii. Any other oversight engineering duties required by the FHWA and/or the State.

3.7. ***Contaminated Soils and Groundwater within the State's Cost Participation Limits***

A. ***24 Hour Notification.*** The County will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.

B. ***Immediate Notification.*** The County will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The County will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.

C. ***Environmental Consultant.*** The County will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the County to the State, the County hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The County will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.8. ***Completion of Construction.*** The County will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate County official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.9. ***Plan Changes.*** All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the County and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

3.10. ***Compliance with Laws, Ordinances, and Regulations.*** The County will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the County will not require the contractor to follow local ordinances or to obtain local permits.

3.11. ***Construction Documents Furnished by the County.*** The County will keep records and accounts that enable it to provide the State, when requested, with the following:

A. Copies of the County contractor's invoice(s) covering all contract construction.

B. Copies of the endorsed and canceled County warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate County official that final construction contract payment has been made.

C. Copies of all construction contract change orders, supplemental agreements, and work orders.

D. A certification form, provided by the State, signed by the County's Engineer in charge of the contract construction attesting to the following:

i. Satisfactory performance and completion of all contract construction according to the Project Plans.

ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current *Standard Specifications for Construction*.

iii. Full payment by the County to its contractor for all contract construction.

E. Copies, certified by the County's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.

F. A copy of the "as built" plan sent to the District Engineer.

4. Right-of-Way; Easements; Permits

4.1. The County will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the County will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.

4.2. The County will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.

4.3. The County will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.

5. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

5.1. ***Roundabouts on TH 94 East and West Ramps.***

A. ***Roundabout Approaches.*** Maintenance of CSAH 37, CR 137, and 62nd Street approaches up to the curb line of the outer circle of the TH 94 east and west ramp roundabouts. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted County maintenance practices.

B. ***Roundabout Circle.*** Maintenance of the roundabout circles on TH 94 east and west ramps. The State and County will provide for snow, ice and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.

C. ***Roundabout Landscaping.*** Maintenance of any landscaping in the TH 94 east and west ramps roundabouts. Maintenance includes but is not limited to, vegetation control, litter and debris removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically acceptable condition.

5.2. ***Storm Sewers.*** Maintenance and ownership of storm sewer facilities construction as shown in Exhibit A. Maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation. This also includes performing any needed repairs or replacements.

5.3. ***Pond and Basin Responsibilities.*** The County will share in the cost of future major maintenance of the CSAH 37 Wet Pond and the 62nd Street Filtration Basin at a rate based on the ratio of contributing water volume entering into the pond and basin at the time that the major maintenance is required. The County's contributing water volume entering into the pond and basin at the time the pond and basin were designed is 12 percent for the CSAH 37 Wet Pond and 94 percent for the 62nd Street Filtration Basin, including the Wet Pretreatment Forebay, as shown in Exhibit A. Major maintenance includes, but is not limited to, removal of sediment, repair of major erosion problems, major structure and entrance pipe repair, and any other major maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation, or accelerated deterioration of the facilities. The State and the County may enter into a separate agreement to define additional responsibilities for maintenance of the pond and basin.

The County will share in all responsibilities, obligations, and liabilities arising out of or by reason of the drainage collecting into and being discharged from the pond and basin. The County will share such responsibilities, obligations, and liabilities at a rate based on the ratio of contributing water volume entering into the pond and basin as referenced in the previous paragraph; however, contributing water volume ratios may change based on development and alteration of land use in the vicinity.

5.4. ***Sidewalks.*** Maintenance of any sidewalk construction, including any sidewalk on Bridge No. 86811, stamped and colored concrete sidewalk (if any), and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

The State will maintain crosswalk markings on the Trunk Highway at ramps which intersect with County roads.

5.5. ***Shared Use Path.*** The County will provide routine and minor maintenance of the shared use path (SUP) on TH 94 Right-of-Way, including any SUP on Bridge No. 86811. Routine and minor maintenance may include, but are not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, repair or replacement of tubular markers, pavement markings, and any other maintenance activities necessary to perpetuate the SUP in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the Americans with Disabilities Act ("ADA"). If the County fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the County with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the County Engineer will meet to discuss the County performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the County will reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the County agree that full pavement replacement is outside of routine and minor maintenance, and the State and the County will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.

A. ***State Right-of-Way Access.*** The State authorizes the County to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement. The County must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the County is occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (*http://www.dot.state.mn.us/trafficeng/workzone/index.html*). All County personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.

B. ***Environmental***. The County will not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the County will immediately notify the State's Authorized Representative in writing and will provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the County.

5.6. ***Retaining Wall.*** Maintenance of retaining wall construction as shown in Exhibit A. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable, and aesthetically acceptable condition.

5.7. ***Lighting.*** Maintenance of lighting systems on Feed Points K and L at and approaching the roundabout, including all legs and within the roundabout, will be shared between the State and the County. The County will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility. The County will be responsible for minor maintenance, including, but not limited to re-lamping or LED luminaire replacement, repair or replacement of all damaged luminaire glassware, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, and painting of poles and other equipment, if applicable, for the entire system. The State will be responsible for major maintenance, including, but not limited to Gopher State One Call (GSOC) locates, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, loose connections, damaged foundations, defective starter boards or drivers, damaged fuse holders, and blown fuses for the entire system.

5.8. ***Additional Drainage.*** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for

which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area," which is on file in the office of the State's District Hydraulics Engineer at Baxter and is incorporated into this Agreement by reference.

6. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance, and Compliance

Power, ownership, operation, maintenance, and compliance responsibilities will be as follows for the new Pedestrian Crosswalk Flasher Systems at the TH 94 westbound off ramp:

6.1. ***Power.*** The County will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly service expenses necessary to operate the Pedestrian Crosswalk Flasher System.

6.2. ***Ownership, Operation, and Maintenance.*** Upon completion of this project, the County will own the Pedestrian Crosswalk Flasher System. The County will operate and maintain the Pedestrian Crosswalk Flasher System, perform all Gopher State One Call locating, and be responsible for future system replacement, all at the County's cost and expense. The maintenance includes, but is not limited to, snow, ice, and debris removal at the pedestrian landings and ramps, associated signing, crosswalk pavement markings, solar panel cleaning/replacement (if any), battery replacement (if any), and lighting without cost or expense to the State. The County will perform all system maintenance in a timely manner.

6.3. ***Compliance.*** The County will also be responsible for replacement or upgrades to meet compliance with current and future ADA requirements without cost or expense to the State. If the County fails to comply with the maintenance terms or ADA requirements, or if a safety issue develops, the State may require the County to remove the Pedestrian Crosswalk Flasher System or the State may remove it at the County's cost.

6.4. ***Right-of-Way Access.*** The County will submit to the State form "Application for Miscellaneous Work on Trunk Highway Right-of-Way" (Form 1723) in order to perform TH 94 pedestrian crosswalk marking maintenance as described in Article 6.2.

7. Basis of State Cost

7.1. ***Schedule "I".*** The Preliminary Schedule "I" includes anticipated State participation construction items and the construction engineering cost share covered under this Agreement.

7.2. ***State Participation Construction.*** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization and traffic control.

A. 100 Percent will be the State's rate of cost participation in all of the SP 8680-200 construction, up to the capped amount. The construction includes, but is not limited to, those construction items tabulated on Sheet Nos. 2 through 4 of the Preliminary Schedule "I."

7.3. ***Construction Engineering Costs.*** The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement, up to the capped amount.

7.4. ***Capped State Funds.*** The State funds available on this Project are capped at **$1,000,000.00**.

8. State Cost and Payment by the State

8.1. ***State Cost.*** **$1,000,000.00** is the State's estimated share of the costs of the contract construction, which includes the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items, estimated quantities and unit prices and may include any credits or lump sum costs. Upon review of the construction contract bid documents

described in Article 3.2., the State will decide whether to concur in the County's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. The contingency amount is provided to cover overruns of the Project Plans' estimated quantities of State participation construction and State approved additional construction including construction engineering costs.

8.2. ***Conditions of Payment.*** The State will pay the County the full and complete lump sum amount as shown in the Revised Schedule "I" after the following conditions have been met:

A. Encumbrance by the State of the State's full and complete State funded lump sum cost share as shown in the Revised Schedule "I."

B. Approval by the State's Land Management Director at Saint Paul of certified documentation, submitted by the County, for all right-of-way and easement acquisitions required for the contract construction.

C. Execution of this Agreement and transmittal to the County, including a letter advising of the State's concurrence in the award of the construction contract.

D. The State's receipt of a written request from the County for the advancement of funds. The request will include certification by the County that all necessary parties have executed the construction contract.

8.3. ***Limitations of State Payment; No State Payment to Contractor.*** The State's participation in the contract construction is limited to the lump sum amount shown in Article 8.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the County. The County's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The County's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the County by the County's contractor.

9. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

9.1. The State's Authorized Representative will be:

Name, Title:	Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address:	395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
Telephone:	(651) 366-4634
Email:	malaki.ruranika@state.mn.us

9.2. The County's Authorized Representative will be:

Name, Title:	Chad Hausmann, County Engineer (or successor)
Address:	3600 Braddock Avenue Northeast, Buffalo, MN 55313
Telephone:	(763) 682-7388
Email:	chad.hausmann@wrightcountymn.gov

10. Assignment; Amendments; Waiver; Contract Complete

10.1. ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the County from contracting with a third-party to perform County maintenance responsibilities covered under this Agreement.

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

10.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

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

11. Liability; Worker Compensation Claims; Insurance

11.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County. Notwithstanding the foregoing, the County will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the Project covered by this Agreement, regardless of whether such claims are asserted by the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the County or its contractor(s) or consultant(s).

11.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

11.3. The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

12. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

13. Title VI/Non-discrimination Assurances

The County agrees to comply with all applicable USDOT Standard Title VI/Non-Discrimination Assurances contained in USDOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in this Agreement, the County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the County's compliance with this provision. The County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

14. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

15. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil

remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

16. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Termination; Suspension

17.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

17.2. ***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 County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

17.3. ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

18. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

(The remainder of this page has been intentionally left blank.)

MnDOT Contract No.: **1059687**

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000827294

WRIGHT COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"
Agreement No. 1059687
Wright County

SP 8680-200 (TH 94=392) Preliminary: July 15, 2025
SAP 086-637-038, SAP 086-593-001
SAP 217-080-002, SAP 217-113-002
SAP 242-020-009, SAP 242-080-001
CP 086-137-211
State Funds

Roundabout, grading, bituminous and concrete surfacing, modular block wall, TMS, pedestrian crosswalk flasher system,
ADA improvements, lighting, and Bridge No. 86811 construction performed under
County contract with ____
located on TH 94 at CR 137/60th St. NE and on CSAH 37/60th St. NE from Large Ave. NE to 75 feet east of TH 94 westbound ramp terminal

STATE COST PARTICIPATION	
(1) SP 8680-200 Work Items (From Sheet No. 4)	1,000,000.00
Construction Engineering (8%)	0.00
Encumbered Amount	**$1,000,000.00**

(1) Amount of advance payment as described in Article 8 of the Agreement (estimated amount)

Data is considered Non-public prior to project award under the
Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

(1) 100% STATE (CAPPED), REMAINDER 100% COUNTY
(P) = PLAN QUANTITY

1059687

ITEM NUMBER	SP 8680-200 WORK ITEM		UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT		LUMP SUM	1.00	5,000.00	5,000.00
2021.501	MOBILIZATION		LUMP SUM	0.21	500,000.00	105,000.00
2101.502	CLEARING		EACH	16.00	350.00	5,600.00
2101.502	GRUBBING		EACH	16.00	250.00	4,000.00
2101.505	CLEARING		ACRE	1.00	10,600.00	10,600.00
2101.505	GRUBBING		ACRE	1.00	7,600.00	7,600.00
2104.502	REMOVE LIGHTING UNIT		EACH	4.00	405.00	1,620.00
2104.502	REMOVE UTILITY VAULT		EACH	3.00	1,000.00	3,000.00
2104.502	REMOVE FOUNDATION		EACH	1.00	900.00	900.00
2104.502	REMOVE CABINET FOUNDATION		EACH	1.00	900.00	900.00
2104.502	REMOVE DELINEATOR / MARKER		EACH	4.00	50.00	200.00
2104.502	REMOVE SIGN		EACH	25.00	75.00	1,875.00
2104.502	REMOVE SIGNAL SYSTEM		EACH	0.50	15,000.00	7,500.00
2104.502	REMOVE LIGHT FOUNDATION		EACH	8.00	500.00	4,000.00
2104.502	SALVAGE LIGHTING UNIT		EACH	4.00	750.00	3,000.00
2104.502	SALVAGE CABINET		EACH	1.00	600.00	600.00
2104.502	SALVAGE SERVICE CABINET		EACH	2.00	1,000.00	2,000.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	86.00	4.75	408.50
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)		LIN FT	20.00	2.50	50.00
2104.503	REMOVE FENCE		LIN FT	606.00	5.00	3,030.00
2104.504	REMOVE CONCRETE PAVEMENT		SQ YD	4,618.00	15.00	69,270.00
2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	3,720.00	5.50	20,460.00
2104.601	REMOVE CABLES		LUMP SUM	1.00	10,000.00	10,000.00
2106.507	EXCAVATION - COMMON	(P)	CU YD	6,649.00	12.00	79,788.00
2106.507	EXCAVATION - SUBGRADE	(P)	CU YD	1,588.00	15.00	23,820.00
2106.507	SELECT GRANULAR EMBANKMENT (CV)	(P)	CU YD	1,496.00	26.00	38,896.00
2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	6,235.00	6.00	37,410.00
2108.504	GEOTEXTILE FABRIC TYPE 9		SQ YD	10,080.00	2.81	28,324.80
2118.507	AGGREGATE SURFACING (CV) CLASS 1		CU YD	31.00	57.00	1,767.00
2211.507	AGGREGATE BASE (CV) CLASS 5		CU YD	1,578.00	35.00	55,230.00
2301.502	DOWEL BAR		EACH	6,290.00	12.00	75,480.00
2301.504	CONCRETE PAVEMENT 9.5"		SQ YD	6,811.00	65.00	442,715.00
2501.502	15" RC PIPE APRON		EACH	4.00	1,320.00	5,280.00
2501.503	15" RC PIPE CULVERT DES 3006 CL V		LIN FT	34.00	80.00	2,720.00

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Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

(1) 100% STATE (CAPPED), REMAINDER 100% COUNTY

1059687

ITEM NUMBER	SP 8680-200 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2502.503	4" PERF TP PIPE DRAIN	LIN FT	3,321.00	8.00	26,568.00
2521.518	4" CONCRETE WALK	SQ FT	2,153.00	7.00	15,071.00
2521.518	6" CONCRETE WALK	SQ FT	5,103.00	11.00	56,133.00
2521.518	7" CONCRETE WALK	SQ FT	7,873.00	18.00	141,714.00
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	3,749.00	30.00	112,470.00
2531.503	CONCRETE CURB & GUTTER DESIGN R424	LIN FT	893.00	38.00	33,934.00
2531.603	CONCRETE SILL	LIN FT	295.00	10.00	2,950.00
2545.502	LIGHTING UNIT TYPE 9-40	EACH	8.00	4,500.00	36,000.00
2545.502	LIGHT FOUNDATION DESIGN E	EACH	12.00	1,200.00	14,400.00
2545.502	SERVICE CABINET -TYPE L1	EACH	1.00	10,000.00	10,000.00
2545.502	SERVICE EQUIPMENT	EACH	2.00	1,800.00	3,600.00
2545.502	EQUIPMENT PAD B	EACH	2.00	1,800.00	3,600.00
2545.502	HANDHOLE	EACH	1.00	1,820.00	1,820.00
2545.503	2" NON-METALLIC CONDUIT	LIN FT	825.00	8.00	6,600.00
2545.503	3" NON-METALLIC CONDUIT	LIN FT	100.00	15.15	1,515.00
2545.503	UNDERGROUND WIRE 1/C 8 AWG	LIN FT	3,600.00	2.50	9,000.00
2545.503	DIRECT BURIED LIGHTING CABLE 4/C 4 AWG	LIN FT	2,500.00	12.60	31,500.00
2545.602	INSTALL LIGHTING UNIT	EACH	4.00	1,350.00	5,400.00
2545.602	INSTALL SERVICE CABINET	EACH	1.00	1,200.00	1,200.00
2550.502	CABINET FOUNDATION	EACH	1.00	3,000.00	3,000.00
2550.502	FIBEROPTIC SPLICE VAULT	EACH	1.00	10,000.00	10,000.00
2550.502	OUTDOOR FIBER SPLICE ENCLOSURE	EACH	1.00	2,000.00	2,000.00
2550.502	BURIED CABLE SIGN	EACH	6.00	140.00	840.00
2550.502	LOOP DETECTOR SPLICE	EACH	1.00	350.00	350.00
2550.503	1.25" NON-METALLIC CONDUIT	LIN FT	1,511.00	10.00	15,110.00
2550.503	1.5" NON-METALLIC CONDUIT	LIN FT	450.00	10.00	4,500.00
2550.503	2" NON-METALLIC CONDUIT	LIN FT	274.00	16.00	4,384.00
2550.503	POWER CABLE 1 CONDUCTOR NO 4	LIN FT	4,304.00	3.25	13,988.00
2550.503	POWER CABLE 1 CONDUCTOR NO 6	LIN FT	240.00	2.00	480.00
2550.503	POWER CABLE 1 CONDUCTOR NO 8	LIN FT	316.00	3.25	1,027.00
2550.503	POWER CABLE 3 CONDUCTOR NO 14	LIN FT	1,163.00	6.00	6,978.00
2550.503	LEAD-IN CABLE 2 CONDUCTOR NO 14	LIN FT	5,214.00	2.00	10,428.00
2550.601	TEMPORARY COMMUNICATION SYSTEM	LUMP SUM	1.00	25,000.00	25,000.00
2550.601	FIBER OPTIC CABLE TESTING	LUMP SUM	1.00	13,000.00	13,000.00

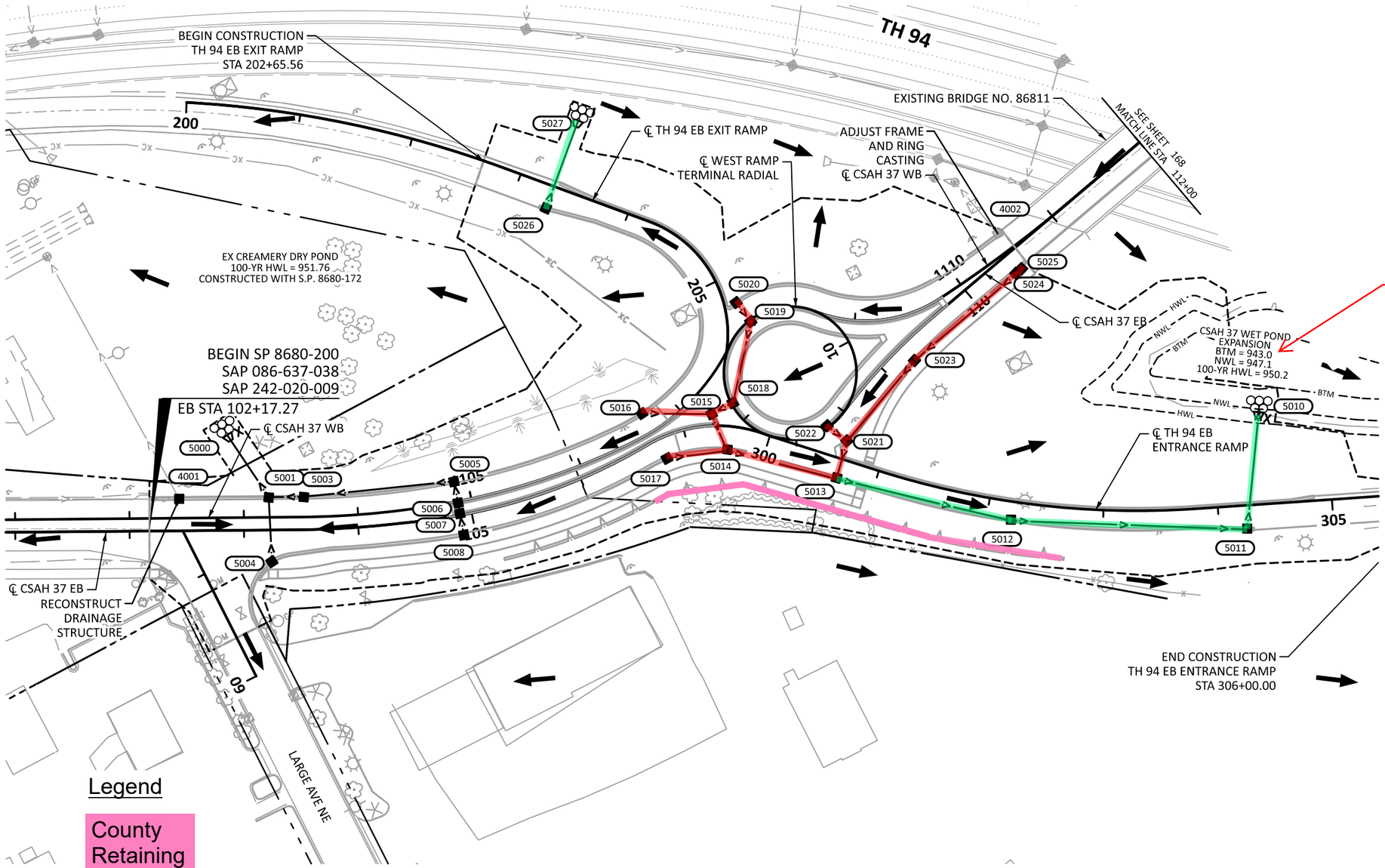
Data is considered Non-public prior to project award under the
Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

(1) 100% STATE (CAPPED), REMAINDER 100% COUNTY

1059687

ITEM NUMBER	SP 8680-200 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2550.601	FIBER OPTIC PIGTAIL TERMINATION	LUMP SUM	5.00	1,500.00	7,500.00
2550.602	INSTALL CABINET	EACH	1.00	1,000.00	1,000.00
2550.602	INSTALL SERVICE CABINET	EACH	1.00	1,000.00	1,000.00
2550.602	FIBER OPTIC CABLE SPLICING	EACH	2.00	2,000.00	4,000.00
2550.602	PULL VAULT	EACH	5.00	2,800.00	14,000.00
2550.603	ARMORED FIBER OPTIC PIGTAIL CABLE 6SM	LIN FT	1,488.00	3.00	4,464.00
2550.603	FIBER OPTIC TRUNK CABLE 36SM	LIN FT	3,693.00	2.50	9,232.50
2550.603	1.25" BORED CONDUIT	LIN FT	207.00	17.00	3,519.00
2550.603	1.5" BORED CONDUIT	LIN FT	60.00	16.00	960.00
2550.603	2" BORED CONDUIT	LIN FT	178.00	20.00	3,560.00
2557.503	WIRE FENCE DESIGN 60-9322	LIN FT	200.00	32.00	6,400.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.21	75,000.00	15,750.00
2564.602	DELINEATOR / MARKER	EACH	4.00	210.00	840.00
2564.618	SIGN	SQ FT	469.00	73.00	34,237.00
2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM 1	SYSTEM	0.50	30,000.00	15,000.00
2575.507	MULCH MATERIAL TYPE 9	CU YD	4.00	160.00	640.00
2582.503	4" SOLID LINE MULTI COMP GR IN	LIN FT	920.00	1.00	920.00
2582.503	6" SOLID LINE MULTI COMP GR IN	LIN FT	767.00	1.40	1,073.80
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	4,932.00	1.50	7,398.00
2582.503	12" DOTTED LINE PREF THERMO GR IN	LIN FT	95.00	20.00	1,900.00
2582.518	PAVT MSSG PREF THERMO GR IN	SQ FT	47.00	28.00	1,316.00
2582.518	CROSSWALK PREF THERMO GR IN	SQ FT	192.00	16.00	3,072.00
				TOTAL	$1,820,386.60
	(1) **100% STATE**			**$1,000,000.00**	Capped
	REMAINDER 100% COUNTY			$820,386.60	

CSAH 37 (61st Street NE)



Pond Maintenance
- MnDOT 88%
- County 12%

SCALE IN FEET
0 50 100

Legend

- County Retaining Wall
- County Storm Sewer
- MnDOT Storm Sewer

NOTES

1. SEE ROADWAY PROFILES FOR ALL HIGH AND LOW POINTS.
2. SEE SHEET 172 TO 180 FOR DRAINAGE PROFILES AND TABULATIONS.
3. SEE SHEET 181 TO 182 FOR POND GRADING.
4. THE CONTRACTOR SHALL ACCOMODATE CONNECTION OF SUBGRADE DRAIN TILE TO THE PROPOSED DRAINAGE STRUCTURES AND PROVIDE DETAILS OF THE CONNECTIONS IN THE STRUCTURE SHOP DRAWINGS. SEE MICS. DETAILS FOR SPECIFIC DRAIN TILE DETAILS.
5. SEE TYPICAL SECTIONS FOR SUBSURFACE DRAIN LOCATIONS.

LEGEND

GUIDE POST TYPE SPECIAL	PROPOSED STORM SEWER PIPE
RANDOM RIPRAP	PROPOSED CULVERT PIPE
CATCH BASIN	INPLACE STORM SEWER
MANHOLE	INPLACE CULVERT
DROP INLET	CONSTRUCTION LIMITS
APRON	AREA OF ENVIRONMENTAL SENSITIVITY
XXXX STRUCTURE NUMBER	EXISTING R/W
SURFACE FLOW DIRECTION	PROPOSED R/W
	TEMPORARY EASEMENT
	PERMANENT EASEMENT

PATH & FILENAME: Projects\Minnesota\024469-000\05_Discipline\Drainage\03_Sheets\024469-000-301drp-plan-001
PLOTTED/REVISED: 6/24/2025 8:21:58 AM

EXHIBIT A: MAINTENANCE RESPONSIBILITIES

SHEET 1 OF 2

CSAH 37 (61st Street NE) / County Road 137 (60th Street NE)

Pond Maintenance
- MnDOT 6%
- County 94%

BEGIN CONSTRUCTION
TH 94 WB ENTRANCE RAMP
STA 401+37.58

END CONSTRUCTION
62ND ST
NB STA 603+91.75

℄ TH 94 WB ENTRANCE RAMP

62ND ST. FILTRATION BASIN
BTM = 956.3
OUTLET = 957.4
100-YR HWL = 958.7

WET PRETREATMENT FOREBAY
BTM = 954.3
OUTLET = 956.3
100-YR HWL = 958.7

℄ CSAH 37 WB

ADJUST FRAME AND RING CASTING

℄ CSAH 37 EB

℄ EAST RAMP TERMINAL RADIAL

EXISTING BRIDGE NO. 86811

℄ TH 94 WB EXIT RAMP

END CONSTRUCTION
TH 94 WB EXIT RAMP
NB STA 504+04.03

℄ 62ND ST SB

℄ FUTURE ST

END CONSTRUCTION
FUTURE ST
NB STA 700+44.79

℄ CR 137 WB

℄ CR 137 EB

BEGIN SAP 086-593-001
SAP 217-080-002
SAP 242-080-001
END SP 8680-200
SAP 086-637-038
SAP 242-020-009
EB STA 118+61.12

MATCH LINE STA 124+00
SEE SHEET 169

SEE SHEET 167
MATCH LINE STA 112+00

TH 94

SCALE IN FEET
0 50 100

Legend

- County Retaining Wall
- County Storm Sewer
- MnDOT Storm Sewer

NOTES

1. SEE ROADWAY PROFILES FOR ALL HIGH AND LOW POINTS.
2. SEE SHEET 172 TO 180 FOR DRAINAGE PROFILES AND TABULATIONS.
3. SEE SHEET 181 TO 182 FOR POND GRADING.
4. THE CONTRACTOR SHALL ACCOMODATE CONNECTION OF SUBGRADE DRAIN TILE TO THE PROPOSED DRAINAGE STRUCTURES AND PROVIDE DETAILS OF THE CONNECTIONS IN THE STRUCTURE SHOP DRAWINGS. SEE MICS. DETAILS FOR SPECIFIC DRAIN TILE DETAILS.
5. SEE TYPICAL SECTIONS FOR SUBSURFACE DRAIN LOCATIONS.

LEGEND

- GUIDE POST TYPE SPECIAL
- RANDOM RIPRAP
- CATCH BASIN
- MANHOLE
- DROP INLET
- APRON
- XXXX STRUCTURE NUMBER
- SURFACE FLOW DIRECTION
- PROPOSED STORM SEWER PIPE
- PROPOSED CULVERT PIPE
- INPLACE STORM SEWER
- INPLACE CULVERT
- CONSTRUCTION LIMITS
- AREA OF ENVIRONMENTAL SENSITIVITY
- EXISTING R/W
- PROPOSED R/W
- TEMPORARY EASEMENT
- PERMANENT EASEMENT

PATH & FILENAME: Projects\Minnesota\024469-000\05_Discipline\Drainage\03_Sheets\024469-000-301drp-plan-001
PLOTTED/REVISED: 6/24/2025 8:22:01 AM

EXHIBIT A: MAINTENANCE RESPONSIBILITIES

SHEET 2 OF 2

WRIGHT COUNTY

RESOLUTION

IT IS RESOLVED that Wright County enter into MnDOT Agreement No. 1059687 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the reconstruction of the Trunk Highway No. 94 ramp heads at County Road No. 137 and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 94 at County Road No. 137/60th Street Northeast and upon, along, and adjacent to County State Aid Highway No. 37/60th Street Northeast from Large Avenue Northeast to 75 feet east of Trunk Highway No. 94 westbound ramp terminal under State Project No. 8680-200.

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I 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.

Subscribed and sworn to me this
_____ day of _____, 2025

Notary Public _____

My Commission Expires _____

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

Original filed in project file By VHR

BH

CSAH 37 JOINT ROAD IMPROVEMENT AGREEMENT BETWEEN WRIGHT COUNTY CITY OF OTSEGO CITY OF ALBERTVILLE

THIS AGREEMENT, made and entered into by and between the County of Wright, Minnesota, acting by and through its County Board of Commissioners (the "County") and the City of Albertville, Minnesota, acting by and through its City Council ("Albertville") and the City of Otsego, Minnesota, acting by and through its City Council ("Otsego").

WHEREAS, a study of the transportation needs of the north east quadrant of Wright County has been previously performed via a report dated June, 2004, which identified that the portion of CSAH 37 addressed in this Agreement has been identified as a candidate for turn back to Albertville and Otsego; and

WHEREAS, improvements to Wright County State Aid Highway No. 37 ("CSAH 37") are necessary in conjunction with the development of property in Albertville located on the south right of way line of CSAH 37, east and north of Interstate No. 94, and west of MacGiver/MacKenzie Avenues as shown on the attached Exhibit A (the "Morris Property"); and

WHEREAS, the parties contemplate that future improvements will be necessary with the development of property in Otsego located on the north right of way line of CSAH 37, east and north of Interstate No. 94, and west of McGiver/MacKenzie Avenues as shown on the attached Exhibit A (the "Eide Property"); and

WHEREAS, a Cooperative Agreement between the County, Albertville, and Otsego outlines the responsibilities and financial commitments related to the development of the Morris and Eide Properties.

NOW THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD THAT:

1. Albertville shall, at its expense or at the expense of the owner of the Morris Property, construct or cause to be constructed the road improvements shown on the attached Exhibit B. Such road improvements shall be substantially completed by October 31, 2008.

2. The parties contemplate that at some point after development of the Morris Property commences a traffic control signal ("Traffic Control Signal") may be needed at the intersection of CSAH 37 and the

proposed Lymon Avenue shown on Exhibit B. Anytime after the issuance of an occupancy permit for any building on the Morris Property, Albertville or Otsego, upon concluding that installation of a Traffic Control Signal at CSAH 37 and Lymon Avenue would be in the best interest of the public, may request that Wright County require the construction of a three-sided Traffic Control Signal in substantially the configuration shown on the attached Exhibit C. In response to such request, or upon its own initiation, Wright County may, in its discretion, require Albertville to install said Traffic Control Signal, in which case Albertville shall install, at its expense or the expense of the owners of the Morris Property, said Traffic Control Signal in accordance with plans and specifications approved by the County Highway Department.

3. Upon construction of the three-sided Traffic Control Signal, Albertville shall be responsible for providing the necessary electrical energy for the operation of the Traffic Control Signals, and any electrical energy for street lights. In addition, Albertville shall be responsible, at its cost and expense, to (1) relamp the Traffic Control Signals; and (2) clean and paint the Traffic Control Signals and cabinets; (3) provide the maintenance on luminaries; and (4) reimburse the County for maintaining the EVP System. (Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statues Chapter 169.01, Subdivision 5 and 169.03). In the event said EVP System or components are, in the opinion of the County, being misused or the conditions set forth herein are violated, and such misuse or violations continues after the receipt by Albertville of written notice thereof from the County, the County shall remove the EVP System, at Albertville's expense.

4. The parties contemplate that at some point after development of the Eide Property commences, the fourth side of the Traffic Control Signal (controlling traffic to and from the Eide Property on the north side of CSAH 37) may be needed at the intersection of CSAH 37 and the proposed Lymon Avenue shown on Exhibit B. At the time of platting of the Eide Property or anytime after such platting of the Eide Property, Albertville or Otsego, upon concluding that the installation of the fourth side of a Traffic Control Signal at CSAH 37 and Lymon Avenue would be in the best interest of the public, may request that Wright County require the construction of such fourth side of the Traffic Control Signal. In response to such request, or upon its own initiation, Wright County may, in its discretion, require Otsego to install said fourth side of the Traffic Control Signal, in which case Otsego shall install, at its expense or the expense of the owners of the Eide Property, said fourth

side of the Traffic Control Signal in accordance with plans and specifications approved by the County Highway Department, and shall install, at Otsego's expense or the expense of the owners of the Eide Property, any road improvements to CSAH 37 or changes to the Traffic Control Signal which Wright County determines are necessary to allow the Eide Property to access CSAH 37 at the Lymon Avenue intersection.

5. Upon construction of the fourth side of the traffic signal, Otsego and Albertville agree to each be 50% responsible for providing the necessary electrical energy for the operation of the four-sided Traffic Control Signal, and any electrical energy for street lights on CSAH 37 east of Interstate 94 and west of MacIver/MacKenzie Avenue. In addition, Albertville and Otsego shall each be 50% responsible for the cost and expense to (1) relamp the Traffic Control Signals; and (2) clean and paint the Traffic Control Signals and cabinets; (3) provide the maintenance on luminaries; and (4) reimburse the County for maintaining the EVP System. (Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statues Chapter 169.01, Subdivision 5 and 169.03). In the event said EVP System or components are, in the opinion of the County, being misused or the conditions set forth herein are violated, and such misuse or violations continues after the receipt by Albertville and Otsego of Written notice thereof from the County, the County shall remove the EVP System, at Albertville's and Otsego's expense.

6. Upon Completion of any portion of the Traffic Control Signal, it shall be the County's responsibility at its cost and expense to (1) maintain the signal controller, (2) determine the appropriate signal timing sequence, (3) provide phone service to the controller for remote servicing, (4) provide for replacement of poles, cabinet etc. if they should be damaged through vehicle collision etc. (major maintenance), (5) provide maintenance for the EVP system which costs would be reimbursed by Albertville and/or Otsego pursuant to the terms of this Agreement.

7. Albertville and Otsego shall each indemnify, save and hold harmless the County and all of its agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of each party's respective work provided for herein to be performed. The County shall indemnify, save and hold harmless Albertville and Otsego and all of its agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or

character arising out of or by reason of the execution or performance of the work provided for herein to be performed by the County. Albertville and Otsego shall indemnify, save and hold harmless each other and all of their agents and employees of any form against any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of each party's respective work provided for herein to be performed.

8. It is further agreed that any and all full-time employees of the County and all other employees of the County engaged in the performance of any work or services required or provided for herein to be performed by the County shall be considered employees of the County only and not of Albertville or Otsego and that any and all claims that may or might arise under Workmen's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the work or services provided or to be rendered herein shall be the sole obligation and responsibility of the County.

9. It is further agreed that any and all full-time employees of Otsego and Albertville and all other employees of the Otsego and Albertville engaged in the performance by any work or services required or provided for herein to be performed by Otsego or Albertville shall be considered employees of their respective cities only and not of the County and that any and all claims that may or might arise under Workmen's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said Otsego or Albertville employees while so engaged on any of the work or services provided or to be rendered herein shall be the sole obligation and responsibility of the City employing such employee.

10. It is further agreed that any and all full-time employees of the Otsego and Albertville and all other employees of the Otsego and Albertville engaged in the performance of any work or services required or provided for herein to be performed by Otsego or Albertville shall be considered employees of their respective cities only and not of the other city and that any and all claims that may or might arise under Workmen's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said Otsego or Albertville employees while so engaged on any of the work

or services provided or to be rendered herein shall be the sole obligation and responsibility of the respective City which employs such employee.

11. Before this Agreement shall become binding and effective it shall be approved by the City Council of Albertville and Otsego and it shall also be approved by the County Board and such other officers as the law may provide.

12. In the event that CSAH 37 is turned back to Albertville and Otsego or is otherwise no longer a Wright County highway, the terms of this Agreement shall no longer apply to Wright County.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

County of Wright:

Recommended for Approval:

Wayne A. Ingalson
County Engineer

APPROVED

John Russek
Chair, County Board

County Attorney

Richard W. Norman
County Coordinator
8/21/07
Date

City of Albertville:

Recommended for Approval:

City Engineer, Albertville

APPROVED

Ron Kloch
Mayor City of Albertville

Michael C. Couri
City Attorney, City of Albertville

Bridget M. Miller
City Clerk, City of Albertville
8-20-07
Date

CITY OF ALBERTVILLE CORPORATE SEAL WRIGHT CO., MINN.

Recommended for Approval:

City Engineer, Otsego

APPROVED

Mayor City of Otsego

City Attorney, City of Otsego

City Clerk, City of Otsego

8-13-07

Date

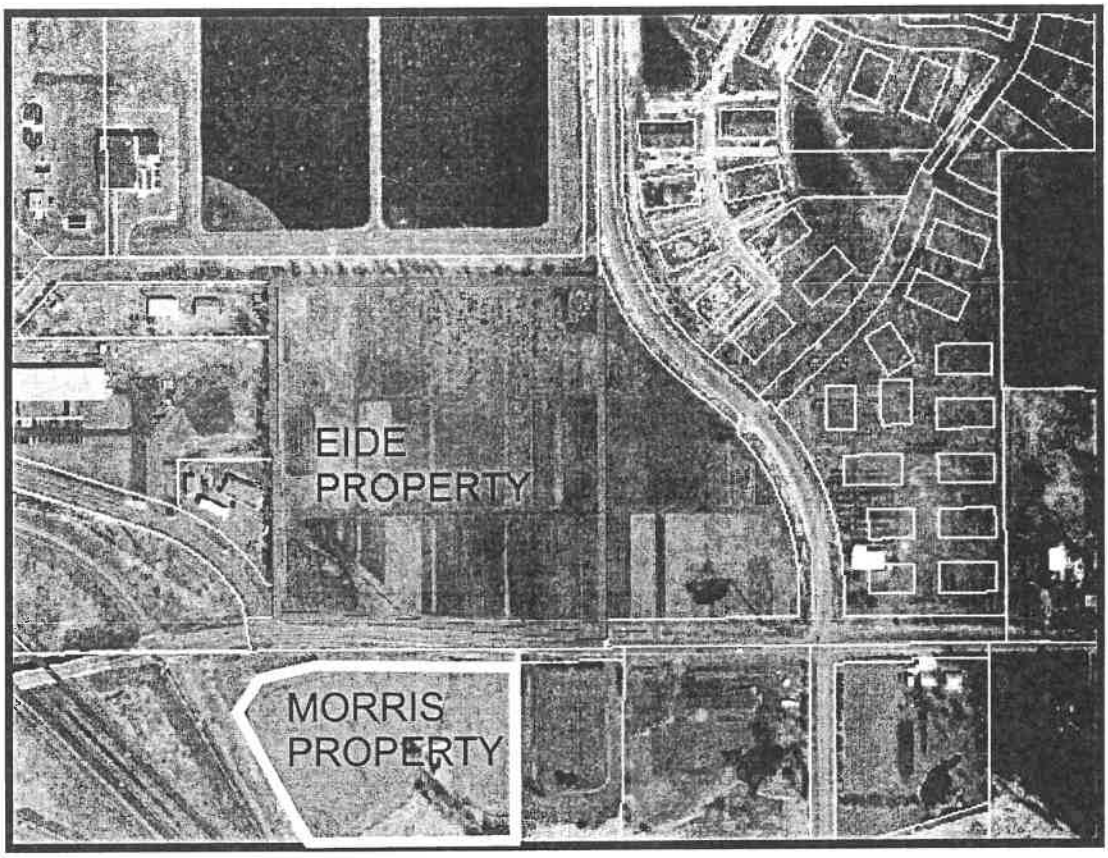
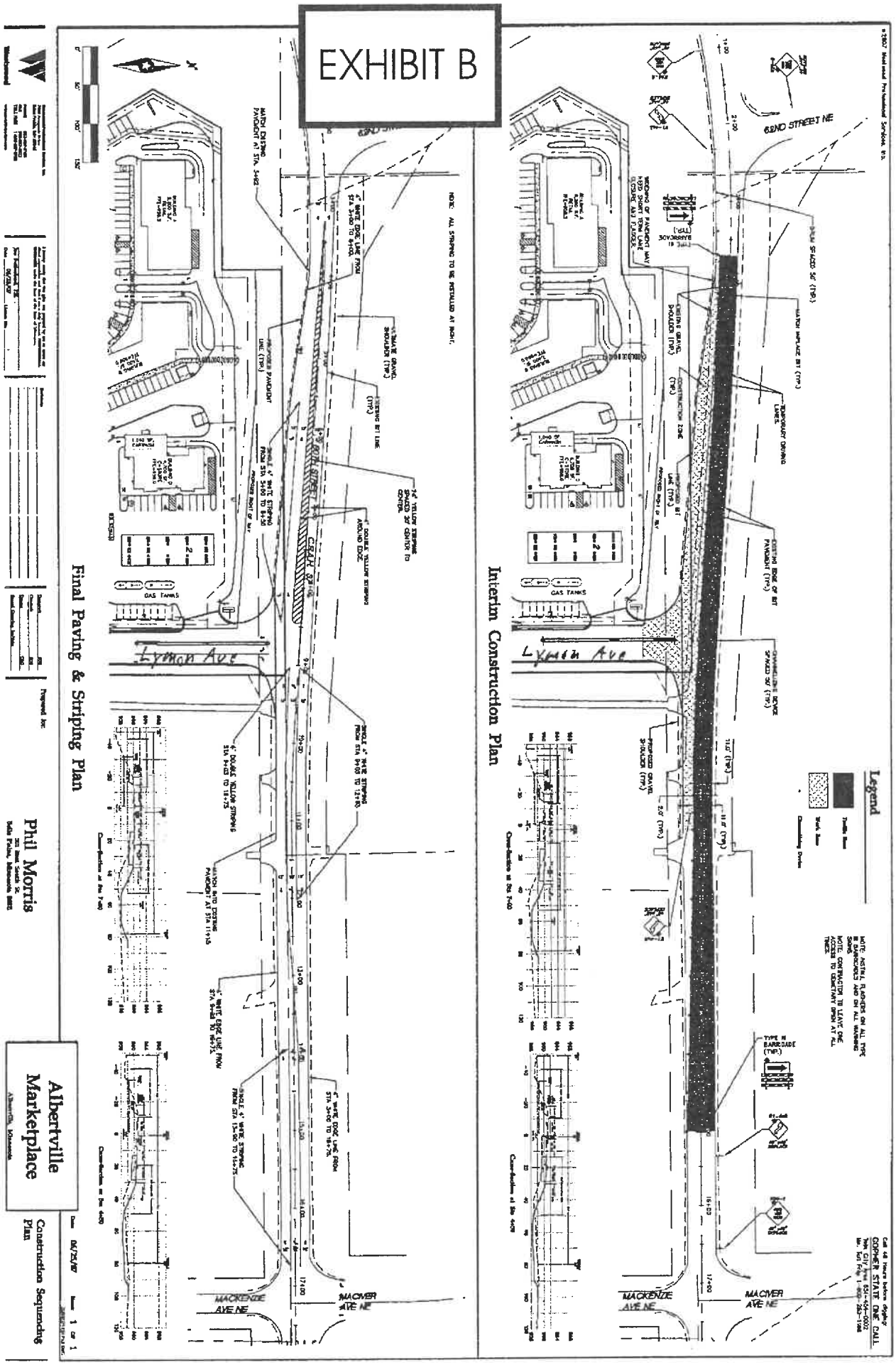
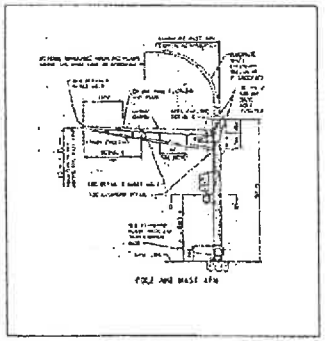


EXHIBIT A

EXHIBIT B


Interim Construction Plan
Final Paving & Striping Plan
Legend
Albertville Marketplace
Phil Morris
Construction Sequencing Plan
6END STREET NE
Lyman Ave
MACKENZIE AVE NE
MACIVER AVE NE
GAS TANKS
CRACK SEAL
TYPE III BARRICADE (TYP.)
TEMPORARY DRIVING LANES
MATCH EXISTING PAVEMENT AT STA. 5+62
MATCH EXISTING PAVEMENT AT STA. 11+15
MATCH AUTO SYSTEMS PAVEMENT AT STA. 11+15
NOTE: ALL STRIPING TO BE INSTALLED AT 90°C.
4" DOUBLE YELLOW STRIPING STA 5+00 TO 18+75
4" WHITE EDGE LINE FROM STA 5+00 TO 18+75
SINGLE 4" WHITE STRIPING FROM STA 5+00 TO 12+75
4" YELLOW STRIPING SPACED 20' CENTER TO CENTER
4" DOUBLE YELLOW STRIPING AROUND EDGE
SINGLE 4" WHITE STRIPING FROM STA 13+50 TO 15+75
4" WHITE EDGE LINE FROM STA 5+00 TO 18+75
Call 48 hours before digging
GOPHER STATE ONE CALL

DETECTOR CHART			DISTANCE TO STOP BAR
DESIGNATION	PHASE	SIZE/FT.	
D1-1	1	2-6'x6'	20', 50'
D1-2	1	2-6'x6'	5', 35'
D2-1	2	6'x6'	300'
D6-1	6	6'x6'	475'
D8-1	8	2-6'x6'	0', 15'
D8-2	8	2-6'x6'	15', 45'
D8-3	8	2-6'x6'	0', 30'



LED SIGNAL INDICATIONS							
FACE NO.	SIG. Ø	VEHICULAR INDICATION SIZE AND TYPE: CIRCULAR			LT. TURN ARROWS		
		RED	YEL.	GRN	RED ←	YEL. ←	GRN ←
1-1,1-2	1	—	—	—	12".	12"	12"
2-1,2-2 2-3, 2-4	2	12"	12"	12"			
6-1,6-2	6	12"	12"	12"			
8-1,8-2 8-3	8	12"	12"	12"			

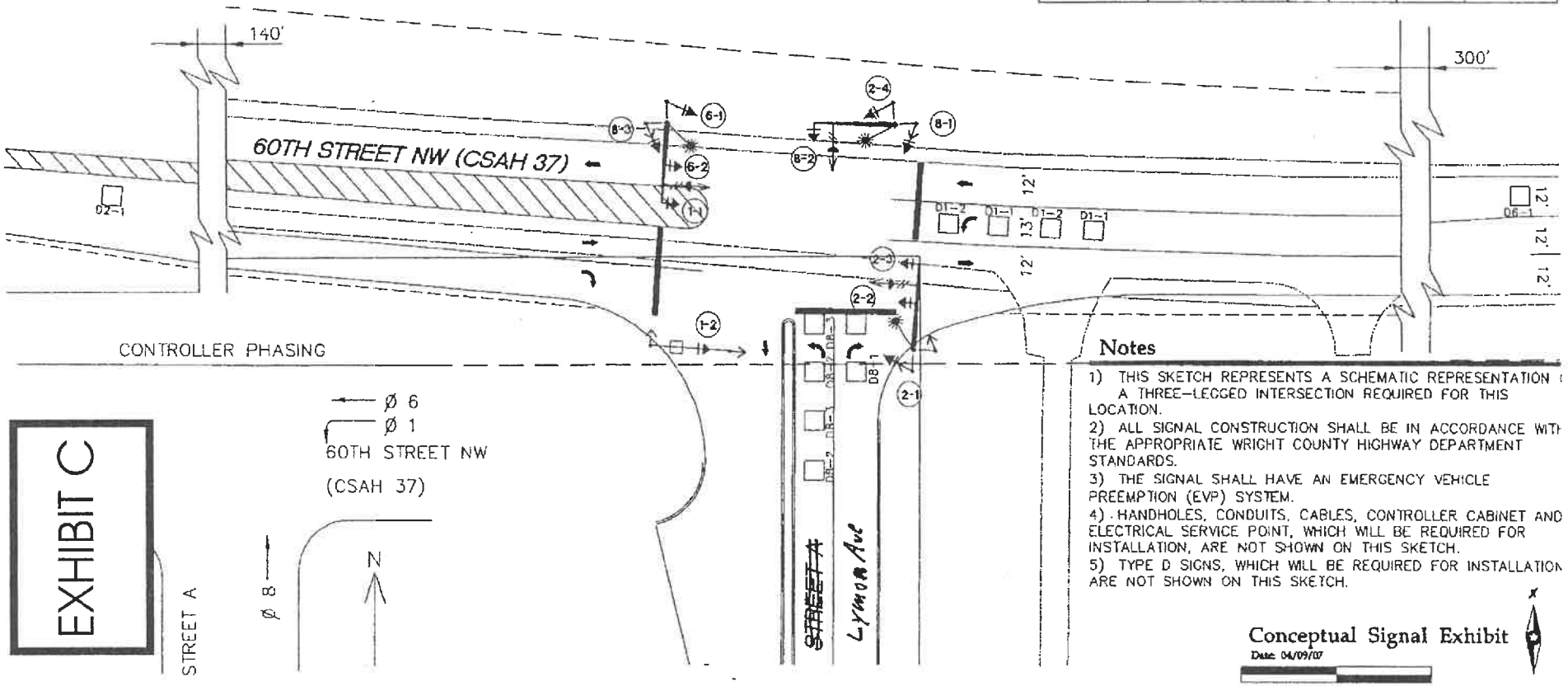


EXHIBIT C

Notes

1) THIS SKETCH REPRESENTS A SCHEMATIC REPRESENTATION A THREE-LEGGED INTERSECTION REQUIRED FOR THIS LOCATION.
2) ALL SIGNAL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROPRIATE WRIGHT COUNTY HIGHWAY DEPARTMENT STANDARDS.
3) THE SIGNAL SHALL HAVE AN EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM.
4) HANDHOLES, CONDUITS, CABLES, CONTROLLER CABINET AND ELECTRICAL SERVICE POINT, WHICH WILL BE REQUIRED FOR INSTALLATION, ARE NOT SHOWN ON THIS SKETCH.
5) TYPE D SIGNS, WHICH WILL BE REQUIRED FOR INSTALLATION ARE NOT SHOWN ON THIS SKETCH.

Conceptual Signal Exhibit

Date: 04/09/07

0' 30' 60'

20051047SKP04.dw

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Ross Demant

Requestor Title
Parks and Recreation Director

Department (please use dropdown to select department) *
PARKS & RECREATION

Target Meeting Date *
8/19/2025 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
RED4097

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize the Parks and Recreation Department to Coordinate a Special Archery Hunt in 2025

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize the Parks and Recreation Department to Coordinate a Special Archery Hunt in 2025

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.
Actively managing deer herd near highly populated areas.

Describe the impact on staffing resources.
Staff time to organize the archery hunt.

Fiscal Impact:
Hunters will pay a program fee to participate in the program.

Background/Justification:
The Wright County Parks and Recreation Commission recommended moving forward on holding a special archery hunt at their November 18, 2024 meeting. This recommendation is in response to both the several requests received over the past several years asking if there are opportunities to hunt in the County's park system and as a way for the County to manage the deer herd near densely populated areas.

Staff is proposing the hunt to take place from October 17, 2025 through October 26, 2025 with selection done through a lottery system that is only open to Wright Count residents 18 years of age or older. The proposed locations are Bertram Chain of Lake Regional Park, Harry Larson County Park, and Montissippi County Park. Ten hunters total will be selected and randomly assigned a park location. Hunters will be required to pass a proficiency test, have a valid archery hunting license, and attend a pre-hunt training/ meeting with staff from the Wright County Parks and Recreation Department. Staff have attached the full list of rules and regulations to this RFBA for reference.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
2025 Wright County Archery Hunt Rules and Regs.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

Moved forward

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY PARKS AND RECREATION
ARCHERY HUNT

Background

To manage the deer heard in higher populated areas throughout the County, the Parks and Recreation Department will be conducting an annual archery deer hunt. The hunting area will be initially focused in and around the Monticello area.

Procedure

- **Hunting Season**
  - Wright County's archery hunting season will take place from **October 17, 2025, to October 26, 2025.**
- **Selection Process**
  - Eligibility
    - All participants must be 18 years of age as of October 17, 2025.
    - Participants must have a Minnesota Department of Natural Resources hunting license appropriate to the archery deer hunt.
    - Participants must be able to prove that they are Wrigth County residents.
  - Lottery System
    - 10 hunters will be selected through a lottery system.
      - Participants will need to register for the lottery by going to https://mnwrightcountyweb.myvscloud.com/webtrac/web/search.html?module=AR&Primarycode=*&_csrf_token.
      - Registration for the lottery will open on September 1 and close at midnight on September 20.
      - The lottery drawing will take place on September 21.
      - If drawn, hunters will be randomly assigned a hunting area.
      - Participants will be notified via e-mail whether they were selected for the hunt.
  - Proficiency test
    - If selected, participants must pass a proficiency test prior to their final approval.
    - Hunter will be given two attempts to shoot 4 out of 5 arrows at a 6.25" circle at 20 yards.
    - Proficiency testing will take place at the Waite Park Archery Country location.
      - 28 Division St. Watie Park
    - It is up to the hunter to arraign a time to do their proficiency testing.
    - Hunters will be charge $10 by Archery Country for their testing.
- **Hunting Locations**
  - There are three parks selected for the 2025 archery hunt
    - Montissippi County Park
    - Harry Larson County Park
    - Bertram Chain of Lakes Regional Park
  - Hunters will have a designated area for their tree stand and will only be allowed to hunt in that area.
  - Hunters will be able to access their designated hunting areas starting October 2, 2025 to begin scouting and setting up their tree stand for the season.
  - All hunters, except those with a handicap exemption, must hunt from an elevated stand a minimum of six (6) feet above the ground. Approved handicap hunters may hunt in a ground blind.
  - Only one portable stand/ ground blind per hunter is allowed.

- Stands may be left in place throughout the hunting season.
  - All stands must have a tag with the hunter's contact information.
  - The establishment of minimal shooting lanes is permissible. Only brush, and buckthorn trees may be removed.

- **Rules**
  - All parks are within Zone 229, hunters must comply with all rules regarding deer limits
  - Kills and wounded animals must be reported within 24 hours of harvest by contacting the hunt manager.
    - Ross Demant, Parks and Recreation Director
      - Ross.demant@wrightcountymn.gov
      - 651-802-3129

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Barry Rhineberger

Requestor Title
Planning and Zoning Administrator

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

Target Meeting Date *
8/19/2025 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

Originator
BJR8947

Item Details

Board Action Requested (this is what will appear on the Agenda) *
1. Action to approve Ordinance 25-3 - Amending the Wright County Code of Ordinances, Chapter 155 - Land Use and Zoning
2. Action on Resolution Approving Publication of Summary Language of Adoption of Ordinance 25-3

Short Title (what will appear on Agenda outline - 250 character max.) *
1. Action to approve Ordinance 25-3 - Amending the Wright County Code of Ordinances, Chapter 155 - Land Use and Zoning
2. Action on Resolution Approving Publication of Summary Language of Adoption of Ordinance 25-3

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.
Amendment allows for expanded ability to have backyard chickens and provides for performance standards for that use, allows for signs to have a digitally changing fact but limits to no more than once per day, adds farm equipment sales as an interim use in the AG district inadvertently omitted when IUPs were established), and reverts personal wireless towers back to a conditional use.

Describe the impact on staffing resources.
None

Fiscal Impact:
None

Background/Justification:
These amendments were recommended to move forward out of the Revisor Group after discussion on current limitation for backyard chickens, as well as minor amendments found during recent ordinance reviews, and discussion with staff and property owners. The Planning Commission held a public hearing on July 31st, where they recommended approval as presented.

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (5)

Document Name	Attachment Type
06.10.2025 Revisors Workgroup Recommendations.pdf	Attachment
25-3 Residential Backyard Chickens - To CB.pdf	Attachment
0731 Final Staff Report - Ord Amend 25-3.pdf	Attachment
0731 min - Ord Amend 25-3.pdf	Attachment
Ord Amend 25-3 Res Pub of Summary lang.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved forward

Legal Review

Legal Decision
Approved

Notes
Per Bryan P., Brian L. approves

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 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 recommends its full removal and replacement with updated language that reflects current standards, best practices, and legal requirements. The revised ordinance will be presented for review, ensuring alignment with contemporary needs and regulatory expectations, and brought back to the Revisor's Workgroup*

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 Subdivision, the workgroup recommends its full removal and replacement with updated language that reflects current standards, best practices, and legal requirements. The revised ordinance will be presented for review, ensuring alignment with contemporary needs and regulatory expectations, and brought back to the Revisor's Workgroup.*

III. Ordinance Amendment Number 25-XX – Amendment to Chapter 155 - Zoning

***RECOMMENDATION**: The consensus of the workgroup was to bring forward for board workgroup 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

ORDINANCE AMENDMENT NUMBER 25-3

THE COUNTY BOARD OF WRIGHT COUNTY HEREBY ORDAINS:

Article I – Amendment to Chapter 155 – Zoning

Sec. 1.

After § 155.112 insert the following:

§ 155.113 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 12 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 120 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 200 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.

(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 155.113 of this chapter; and

Article II – Amendment to Chapter 155 – Zoning

Sec. 1.

Amend § 155.003(132) as follows:

(136) **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~~ 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~~ 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~~ 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 ~~§ 155.031~~ of this chapter for a~~n~~ ~~interim~~ 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~~ 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 a~~n interim~~ conditional use, the following standards shall apply to all antenna and support structures unless specifically waived by the Planning Commission.

Effective Date:

These ordinance amendments shall be effective upon passage and publication.

_____
Darek Vetsch
Chair, Wright County Board of Commissioners

ATTEST:

_____
Greg Kryzer
Wright County Administrator

7. **THE WRIGHT ORDINANCE CHAPTER 155 ZONING** - New

The Wright County Planning Commission will be reviewing and discussing proposed amendments to the Wright County Code of Ordinances. Proposed amendments will be related to residential backyard chickens, antennas and support structures as conditional use permits, removing reference to "soils of statewide importance", and the definition of dynamic signs. The amendment has been assigned number 25-3.

Summary: The primary purpose of this amendment is to allow more options for backyard chickens on properties within Wright County's jurisdiction. The amendment would reduce the size of the lots where chickens can be kept from 2.5 acres, down to 20,000 sq. ft. in the R-1 and W zones, with performance standards and limitations.

The amendment would also make the following changes:

- Allow signs to have a digitally changing face, provided it does not change more than once in a calendar day.
- Add "farm equipment sales" as an IUP in the AG district. This was previously a conditional use but was inadvertently omitted when IUPs were created in 2024.
- Remove "farmland of statewide importance" from the limitation on entitlement division in the AG district.
- Change "personal wireless service and microwave antennas", in the Antenna and Support Structure performance standards, back to CUPs instead of IUPs.

Provided the Commission finds no issues with this amendment, staff recommends the following motion: **to close the public hearing to all oral and written comment and recommend approval of Ordinance 25-3 to the Wright County Board of Commissioners.**

Respectfully submitted,

Barry Rhineberger
Planning & Zoning Administrator

ORDINANCE AMENDMENT NUMBER 25-3

THE COUNTY BOARD OF WRIGHT COUNTY HEREBY ORDAINS:

Article I – Amendment to Chapter 155 – Zoning

Sec. 1.

After § 155.112 insert the following:

§ 155.113 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
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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 120 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.
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2) Chicken feed shall be stored in leak-proof containers with a tight-fitting cover to prevent attracting vermin.
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(E) Other Provisions.

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3) The slaughter of chickens on site is prohibited.
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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.

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RECEIVED
JUL 10 2025
BY:

NOTICE OF INTENT TO AMEND THE WRIGHT COUNTY CODE OF ORDINANCES

CITY/TOWNSHIP RESPONSE FORM

CITY/TOWNSHIP: Southside Township HEARING DATE: Thursday, **July 31, 2025** at 7:30 p.m.

NOTICE IS HEREBY GIVEN, that the Wright County Planning Commission on **Thursday, July 31, 2025, at 7:30** P.M., will hold a public hearing to consider amending the Wright County Code of Ordinances. The amendment has been assigned number 25-3. This consideration and discussion will take place in the Commissioners' Board Room at the Wright County Government Center, Buffalo, Minnesota.

Notes: See Ordinance Amendment 25-3, attached.

* * * *

THE TOWN BOARD OR CITY COUNCIL SHOULD COMPLETE THE FOLLOWING. IF NO WRITTEN RESPONSE IS RECEIVED BEFORE THE HEARING, THE PLANNING COMMISSION WILL ASSUME THAT THE CITY COUNCIL/TOWN BOARD HAS NO OBJECTION TO THE PROPOSED AMENDMENTS.

___CITY/TOWNSHIP APPROVES OF THE REQUEST BECAUSE: _____

___ CITY/TOWNSHIP DISAPPROVES OF THE REQUEST BECAUSE: _____

CITY/TOWNSHIP COMMENTS OR PROPOSED CONDITIONS: _____

The Township expresses no objections to this amendment

SIGNED: Robin K. Reichel Clerk/Treasurer

BJ

RECEIVED
JUL 09 2025
BY:

NOTICE OF INTENT TO AMEND THE WRIGHT COUNTY CODE OF ORDINANCES

CITY/TOWNSHIP RESPONSE FORM

CITY/TOWNSHIP: Franklin Twp

HEARING DATE: Thursday, **July 31, 2025** at 7:30 p.m.

NOTICE IS HEREBY GIVEN, that the Wright County Planning Commission on **Thursday, July 31, 2025, at 7:30** P.M., will hold a public hearing to consider amending the Wright County Code of Ordinances. The amendment has been assigned number 25-3. This consideration and discussion will take place in the Commissioners' Board Room at the Wright County Government Center, Buffalo, Minnesota.

Notes: See Ordinance Amendment 25-3, attached.

* * * *

THE TOWN BOARD OR CITY COUNCIL SHOULD COMPLETE THE FOLLOWING. IF NO WRITTEN RESPONSE IS RECEIVED BEFORE THE HEARING, THE PLANNING COMMISSION WILL ASSUME THAT THE CITY COUNCIL/TOWN BOARD HAS NO OBJECTION TO THE PROPOSED AMENDMENTS.

X CITY/TOWNSHIP APPROVES OF THE REQUEST BECAUSE: _____

___ CITY/TOWNSHIP DISAPPROVES OF THE REQUEST BECAUSE: _____

CITY/TOWNSHIP COMMENTS OR PROPOSED CONDITIONS: _____

SIGNED: _____

NOTICE OF INTENT TO AMEND THE WRIGHT COUNTY CODE OF ORDINANCES

CITY/TOWNSHIP RESPONSE FORM

CITY/TOWNSHIP: HEARING DATE: Thursday, **July 31, 2025** at 7:30 p.m.

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Notes: See Ordinance Amendment 25-3, attached.

* * * *

THE TOWN BOARD OR CITY COUNCIL SHOULD COMPLETE THE FOLLOWING. IF NO WRITTEN RESPONSE IS RECEIVED BEFORE THE HEARING, THE PLANNING COMMISSION WILL ASSUME THAT THE CITY COUNCIL/TOWN BOARD HAS NO OBJECTION TO THE PROPOSED AMENDMENTS.

_X__CITY/TOWNSHIP APPROVES OF THE REQUEST BECAUSE: _**Monticello Town Board is in agreement with the proposed amendments. It should be noted that the Board supports the proposed ordinance to allow for residential backyard chickens and feels that the requirements are sufficient to protect the owners and surrounding properties.**

___ CITY/TOWNSHIP DISAPPROVES OF THE REQUEST BECAUSE: _____

_____

_____

CITY/TOWNSHIP COMMENTS OR PROPOSED CONDITIONS: _____

_____

_____

SIGNED:___*Cathy Shuman, Clerk* on behalf of Monticello Town Board 7/29/25_____

7. **THE WRIGHT ORDINANCE CHAPTER 155 ZONING** – New

The Wright County Planning Commission will be reviewing and discussing proposed amendments to the Wright County Code of Ordinances. Proposed amendments will be related to residential backyard chickens, antennas and support structures as conditional use permits, removing reference to "soils of statewide importance", and the definition of dynamic signs. The amendment has been assigned number 25-3.

A. Rhineberger explained that there are several proposed changes, but the primary purpose of this amendment is to allow more options for backyard chickens within Wright County's jurisdiction. The chicken-related amendment would reduce the minimum lot size for keeping chickens from 2.5 acres to 20,000 square feet in the Urban/Rural Transition (R-1) and Wild and Scenic River (WS) zoning districts, with specific performance standards and limitations. Currently, feedlots are defined by state rules and local ordinance as any structure that houses animals considered livestock. State regulations require a setback of 100 feet between any feedlot or animal structure and a domestic well, which is defined as any private well in the county. Cities such as Buffalo or St. Paul allow chickens on much smaller lots, but these areas are served by public water supply systems, unlike private wells in the county. There is less risk of water contamination in city lots compared to township lots. While this ordinance change would expand the number of eligible parcels for chickens, not all parcels will qualify due to the included standards. Another proposed amendment is to allow signs with digitally changing faces, provided they do not change more than once per calendar day. Currently, if a sign changes electronically rather than physically, it is prohibited. Staff believes it is reasonable to allow digital updates to sign faces from a computer, as long as the content does not scroll, flash, or change more than once per day. The rationale is that in cities, where speed limits are typically 30–40 mph, dynamic signs are less of a distraction. In contrast, in townships and along county roads the speed limits can exceed 55 mph and frequently changing digital signs could be distracting. This amendment would allow the use of modern sign technology while maintaining safety standards. Another change would add "farm equipment sales" as an interim use permit (IUP) in the General Agriculture (AG) district. This use was previously allowed under a conditional use permit (CUP) but was inadvertently omitted when IUPs were introduced in 2024. An additional amendment involves removing "farmland of statewide importance" from the limitation on entitlement divisions in the AG district. When the Land Use Plan was revised in 2007, 2009, and 2011, references to "farmland of statewide importance" were removed, and this amendment seeks to align the AG district standards accordingly. Staff typically evaluates "prime farm soils," and "farmland of statewide importance" is considered less relevant and is not used in current planning decisions. The final amendment concerns a reclassification of "personal wireless service and microwave antennas" in the Antenna and Support Structure performance standards. The proposal is to revert from allowing these uses under an IUP back to a CUP. Rhineberger has been working with a cellular company and noted that these towers often change ownership. Given the long-term nature of these towers, the CUP process is more appropriate than an IUP, which is intended for more temporary or interim uses.

B. Holland stated that within the Revisors Group, two commissioners reviewed the proposed amendments under the direction of Administrator Kryzer. Although the "chicken bill" did not pass in the recent legislative session, there is hope that Senator Hoffman, who supports the changes at the state level, will help reintroduce the bill in next year's legislative session. Currently, many people move to Wright County with a few acres of land and assume they are allowed to keep chickens, leading to push back from residents in township areas. The Commissioners have been receiving significant feedback as a result. The intent of this proposed ordinance is to serve as a temporary solution that addresses current concerns while the county continues working toward legislative changes.

C. Public comment.

- Nancy Norsby, a member of the Rockford Township Board, stated that she compared the proposed ordinance with the Land Use Plan map. One area that stood out to her was a specific stretch along County Road 32 near Highway 55, which is designated as "Transitional." At that location, there is an existing farm site with animals. Based on her reading of the proposed language, it appears the property would not be allowed to have more than 12 chickens, which, she noted, does not make sense. She questioned how someone could be permitted to have horses but not chickens. Norsby stated that she does not have a general issue with the proposed language but suggested it might be helpful to include a sliding scale or threshold standard for the number of chickens allowed based on acreage. In response, Rhineberger used Beacon to display the parcels in question. He explained that none of the properties in the area she referenced would actually be affected by the proposed ordinance. He clarified that the Land Use Plan is not referenced in the zoning ordinance when it comes to livestock restrictions. Norsby then asked whether there are any lots in the R-1 or WS zoning districts that are between 4 and 6 acres, or if most are between ½ and 1 acre. Rhineberger responded that there are other provisions that allow chickens on larger lots, and this ordinance would not prohibit a greater number of chickens in such cases. Norsby acknowledged the explanation and emphasized that her intent was simply to ensure that residents with larger parcels would not be unfairly restricted.

- Crystal Seagraves, of 17032 County Road 75, stated that she lives in the WS (Wild and Scenic River) district on 1.7 acres and just moved to the area in October. She and her family came from the City of Annandale, where, theoretically, they could have had chickens. In May, she called the Planning & Zoning Department to review restrictions and was surprised to learn that chickens were not allowed on her property. She explained that her property is far from the river and that her nearby neighbors are allowed to have chickens. A Beacon aerial map was displayed, showing the zoning districts in the area for context and review. Seagraves said she appreciates that efforts are being made to create more accommodating rules for situations like hers, as the current ordinance doesn't make sense in all cases. She reiterated her support for the proposed accommodation, at least until state regulations can be updated. Holland acknowledged that the current rules do not always make practical sense but noted that it remains a challenge due to the involvement of the Minnesota Pollution Control Agency (MPCA). She added that the County will continue working through the legislative process.

- Tom Lampi, of Lampi Auctioneers in Annandale, addressed the proposed sign changes. He stated that over the past 32 years at his current site, he has spoken with Planning & Zoning multiple times. He is now at the point where he wants to install a sign that clearly communicates when auctions will occur, which is typically every two weeks and include on that sign what is being sold, the time, and the date. Lampi noted that they frequently have people stop by asking why auctions are no longer being posted. He no longer uses a manual letter sign and feels it is outdated not to be allowed a digital sign. He expressed confusion about the proposed limitation of only being able to change the sign once per day. His concern is that with a standard-sized sign, he may not be able to display all the necessary information

on a single screen, making multiple slides or message transitions necessary. He pointed out that there are other digital signs, outside city limits, that change messages every 7 seconds. While he understands that rapidly changing messages could be distracting at speeds of 55 mph, he suggested a compromise where messages could change every 10–15 seconds instead. Using Beacon, Lampi showed the location of his property and auction site and emphasized that his sign would not impact anyone except passing motorists. Commissioner Mol asked if Lampi was requesting to change the digital sign more than once per day, to which Lampi confirmed he was. Lampi added that he understands the limitations on sign size and is willing to work within those constraints.

D. Bravinder questioned Commissioner Holland about the reasoning behind the restriction that a digital sign may not change more than once in a calendar day. Holland responded that the concern is primarily related to safety. When a sign changes, it can draw a driver's attention away from the road, particularly at higher speeds, which presents a potential distraction hazard. Bravinder acknowledged that changing a sign every 7 seconds could indeed be distracting. However, he expressed confusion about the once-per-day limit, stating that it seems excessive and unclear. He noted that Mr. Lampi had explained that he would not be able to fit the entire message on a single screen and therefore would need the ability to cycle through multiple screens to convey the full information. A broader discussion followed among the group regarding what constitutes a "single message" on a digital sign, how message changes would be defined and managed, and the frequency at which they could occur under the current language of the proposed amendment. However, no clear consensus or direction emerged from the discussion.

E. Felger stated that there is a digital sign within the City of Buffalo that he frequently drives past, and he finds it difficult to read the entire message in one pass without becoming distracted. He expressed concern that drivers are already easily distracted, and for that reason, he supports the ordinance as written. Felger emphasized that he believes this is a genuine safety issue. He added that, in his view, any change to a sign's content, even if it's part of the same message or event, should be considered a separate change.

F. Holland recalled a digital sign in St. Michael located near a stoplight, where drivers have the opportunity to view the message change while stopped. She noted that this is very different from viewing a sign while traveling at 60 mph, where reading changing content becomes more difficult and potentially unsafe. Holland suggested that a digital sign could simply display a website address where viewers could find more detailed information. She expressed that she is comfortable with the limitation of allowing only one message change per day.

G. Mol reminded the Commission that while the testimony came from a single resident operating an auction site, there are also restaurants and other businesses located in rural areas. If the ordinance allowed signs to change every 7 seconds, people might be watching for daily specials or other messages, which raises safety concerns. Mol agreed that frequent sign changes are distracting and noted that at speeds of 55 mph on county roads, being distracted for even 7 seconds is significant. He emphasized that safety must be a key consideration when reviewing this ordinance.

H. Rhineberger stated that the sign ordinance's purpose section outlines several key objectives, including preserving the right to free speech and expression, facilitating clear and pleasant communication between people and their surroundings, and preventing excessive visual clutter and distractions. These distractions can be harmful to traffic and pedestrian safety, property values, business opportunities, and the overall community appearance.

I. Public comment

- Tom Lampi asked whether existing digital signs will be required to conform to the new rules or if they will be allowed to operate as they currently do. Rhineberger replied that there are a few gas stations in the townships with digital gas price displays, which are no longer considered placards. He knows of one or two signs located in jurisdictions outside Wright County Planning & Zoning's authority and recalled another sign that was required to remove its digital display. So, while these signs do exist, not all fall under the County's regulatory authority. Lampi agreed with Rhineberger on the location of some signs and noted that he isn't sure if the signs he is aware of obtained the proper approvals and permits. He added that while some have suggested displaying a website address instead, many customers don't have cell phones or computers to look up information. These customers are used to receiving notices that are posted at local bars or grocery stores. For them, information is received via newspapers, billboards, or signs. Lampi emphasized that he doesn't want a sign flashing every 7 seconds, but he would like to post clear, readable information such as "Farm Auction Coming Soon." Felger asked about the use of past trailer signs. Lampi responded that he has used those, but they require frequent manual updates. He added that trailer signs are not ideal, especially in harsh weather conditions like -20°F, and are not very convenient. Being able to update the sign from inside via computer is a much better option. Felger confirmed that the auction site is not located at a fully controlled intersection, which Lampi confirmed, explaining further that the intersection is dangerous and should have a stoplight or other safety improvements.

J. Felger moved to close the public hearing to all oral and written comment and recommend approval of Ordinance 25-3 to the Wright County Board of Commissioners. Motion seconded by Holland.

VOTE: Mol, Holland, Felger & Greninger

NAY: Bravinder

MOTION PASSED

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

Page 1 of 2 Add Page

RESOLUTION APPROVING SUMMARY LANGUAGE FOR PUBLICATION OF ORDINANCE NUMBER 25-3 AMENDING THE WRIGHT COUNTY CODE OF ORDINANCE CHAPTER 155 ZONING

WHEREAS, on August 19, 2025, the Wright County Board of Commissioners adopted Ordinance No. 25-3, which amended the Wright County Code of Ordinance Chapter 155 Zoning (the "Ordinance");

WHEREAS, it is not practical to publish the entire text of the Ordinance in the County's official newspaper;

WHEREAS, Minnesota Statute § 375.51, subdivision 3 allows the publication of a summary of an ordinance instead of publishing the entire ordinance; and

WHEREAS, the Wright County Board determines publication of a summary of the Ordinance is sufficient to clearly inform the public of the intent and effect of the Ordinance and where to access the full text of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED, that the Wright County Board of Commissioners hereby determines to publish the following summary language, which is hereby approved, in lieu of publishing the full text of the Ordinance:

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 ##

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 ##

 Delete Page Add Page

WRIGHT COUNTY, MINNESOTA
Ordinance No. 25-1

On August 19, 2025, the Wright County Board of Commissioners adopted Ordinance No. 25-3.

Article I of the Ordinance establishes performance standards for the keeping of backyard chickens on properties in the R1 and WS zoning districts.

Article II of the Ordinance changes the definition of dynamic signs, allowing the sign face to be changed through digital means no more than once per calendar day, inserts farm equipment sales as an interim use in the AG-General Agricultural zoning district, removes reference to farmland of statewide importance form entitlement division standards, and allows personal wireless service and microwave antennas as a conditional, instead of an interim, use permit.

A copy of the full ordinance may be obtained by contacting the Wright County Auditor and is available for public inspection in the Wright County Office of Taxpayer Services and Planning and Zoning.

Greg Kryzer, County Administrator

BE IT FINALLY RESOLVED, that the Wright County Clerk is hereby authorized and directed to:

(l) Publish the approved summary language set out above once in the County's official newspaper;

(2) Place a copy of the full Ordinance to the Office of Planning and Zoning;

(3) Place a copy of the full Ordinance to the Office of Taxpayer Services;

(4) Place a copy of the full Ordinance at the Wright County Law Library;

(5) Record a copy of the full Ordinance in the Office of the County Recorder;

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 *
8/19/2025 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) *
Approval to Fund 4 Proposals, per the Recommendation of the Wright County Opioid Settlement Advisory Council.
Approval to Fund 1 Proposal, per Wright County Administrative Recommendation.

Short Title (what will appear on Agenda outline - 250 character max.) *
Approval to Fund 4 Proposals, per the Recommendation of the Wright County Opioid Settlement Advisory Council.
Approval to Fund 1 Proposal, per Wright County Administrative Recommendation.

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

Briefly describe how the request aligns with the selected value stream.
Disbursement of Opioid Settlement funds will help to repair the damage done during the height of the opioid prescribing epidemic by increasing services and supports to individual and families.

Describe the impact on staffing resources.
Public Health staff and selected Finance individuals will assist grantees with technical assistance such as budget amendments and program implementation.

Fiscal Impact:
$510,152.01 of funds will be spent.

Background/Justification:
At the 8/12/25, OSAC meeting, all proposals scoring over a 65 by review teams were discussed. It was recommended to fund four of the 6.

1. $60,000 to a local ministry/church
2. $179,452.01 to a recovery organization
3. $80,700 to a recovery organization
4. $150,000 to county department

Administrative Recommendation:
1. $40,000 ambulance service

Route for Review and Approval

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

Agenda Item Attachments – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (1)

Document Name	Attachment Type
RFP Approval Presentation – No Identifiers.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

Opioid Epidemic Response

Request for Proposals

RFP Review Process

Deadline 6/20/2025 | 9 proposals received in total

Reviewers Conflict of Interest

Reviewers were sent organization names and asked to disclose any potential/perceived conflicts. Chief Strategists and Finance made the final decision on conflicts.

Review Teams Formed

Reviewers were randomly assigned a review number and divided into 2 teams.

Chief Strategist Review

Chief Strategist reviewed and scored each proposal.

RFPs Assigned

RFPs were assigned to each review team.

Individual Review

All reviewers were assigned 4-5 proposals for scoring. Components scored: Project narrative, Workplan, Budget, Letters of Commitment.

Group Review

Each team met to discuss their assigned proposals (strengths, weaknesses, comments) and gave a final score.

Finance Review

Wright County Finance Department reviewed all proposals with a final score >65

OSAC Recommendation

At a closed meeting, the eligible RFPs were discussed. Group voted on this recommendation.

1. Local Church/Ministry Group

$60,000

Category C:

- Provide access to housing and/or transportation for persons with opioid use disorder and any co-occurring substance use disorders/mental health conditions

Summary:

- Rent a house in northern Wright County for four women and a housing manager. They will also provide access to peer recovery specialists, sponsors, and professional addiction counselors when needed.
- Residents will meet weekly to ensure the house is running smoothly and address any needs.
- In the long-term, they hope to purchase a house to run as a sober home. Their experience with these funds will help them approach donors, form new partnerships, and find other creative sustainable funding solutions.

2. Recovery Organization

$179,452.01

Category B:

- Continue or expand the work of emerging and existing Recovery Community Organizations (RCOs)

Summary:

- Direct peer recovery support: recovery planning, connection to treatment and community resources, overdose prevention education, and ongoing motivational support
- Outreach and engagement: targeted outreach in communities with high barriers to access
- Stigma reduction and education
- Emergency client support: support short-term recovery needs that are often barriers to treatment engagement or sustained recovery
- Community-based service navigation: Certified Peer Recovery Specialist will provide hands-on guidance to individuals navigating services related to treatment, housing, benefits, employment, and legal obligations

3. Recovery Organization

$80,700

Category C:

- Provide access to housing and/or transportation for persons with opioid use disorder and any co-occurring substance use disorders/mental health conditions

Summary:

- Provide housing assistance (application fees, security deposits, first month's rent, and some moving costs) to individuals in early recovery.
- Supports will be delivered in partnership with local recovery housing providers to provide structured, peer-supported transitional housing for people recovering from substance use.
- Coordinate referrals, verify eligibility, and track outcomes of individuals
- Serve 60 unduplicated individuals over the grant period.
- Integrate housing support services into its greater infrastructure and leverage other funding streams and partnerships.

4. County Department

$150,000

Category C:

- Provide access to housing and/or transportation for persons with opioid use disorder and any co-occurring substance use disorders/mental health conditions

Summary:

- Provide transportation support; includes transportation related to employment, employment counseling, school, treatment, recovery programs or services and could be in the form of gas cards, public transportation tokens or vouchers, shared ride coordination, driver's license reinstatement fees, or reasonable vehicle repair
- Provide housing support; could be in the form of stipends for rent or housing, rent assistance for housing programs, stipends for emergency housing, or utilities

5. Ambulance Service

Administrative Recommendation
$40,000

Category C:

- Provide access to housing and/or transportation for persons with opioid use disorder and any co-occurring substance use disorders/mental health conditions

Summary:

- Continue to operate our ambulance service and be here to transport and care for all individuals in need, including opioid patients, victims of overdose, etc.

Balance Updates

Deposits in 2023-2025: $1,619,186.37

Currently Allocated to previous grant recipient: $169,888.97

Annual Payments (on average): ~$216,000

Current Balance: $1,917,150.53

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 *
8/19/2025 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 and Adopt Recommendation from the Ways & Means Committee Meeting (07-29-2025)
The committee reached a consensus to recommend board approval for the acquisition of a 41-acre parcel to expand Harry Larson Park at a purchase price of $287,000 ($7,000 per acre). The proposed funding breakdown is as follows:

Conservation Easement	$81,000
ARP Lost Revenue (previously allocated for park maintenance and upgrades)	$150,000
Silver Creek Township Dedication Funds	$56,000

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve and Adopt Recommendation from the Ways & Means Committee Meeting (07-29-2025)

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 – File names have to be 64 characters or less (including spaces, special characters, etc.) or they WILL NOT attach to the RFBA. If your file name is longer than that, please rename your file. (2)

Document Name	Attachment Type
07.29.2025 Ways and Means Recommendations.pdf	Attachment
2025-07-09 Harry Larson Ways and Means Memo.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

JULY 29, 2025

TIME: 8:30 AM

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:	Jeanne Holland, Nadine Schoen
Others Present:	Ross Demant, Greg Kryzer, Marc Mattice, Brian Roth

I. HARRY LARSON PROPERTY ACQUISITION (Continued from 2021 County Board Meeting)

RECOMMENDATION: The committee reached a consensus to recommend board approval for the acquisition of a 41-acre parcel to expand Harry Larson Park at a purchase price of $287,000 ($7,000 per acre). The proposed funding breakdown is as follows:

Conservation Easement	$81,000
ARP Lost Revenue (previously allocated for park maintenance and upgrades)	$150,000
Silver Creek Township Dedication Funds	$56,000
TOTAL COST	$287,000

DRAFT

Recommendation submitted by Kelly Kosloski, Administrative Specialist.

WRIGHT COUNTY
Parks & Recreation

Parks & Recreation Department
3500 Braddock Ave NE
Buffalo, MN 55313

Ph: (763) 682-7693
Email:
parksandrecreation@wrightcountymn.gov

www.co.wright.mn.us/parks

MEMO

To: Wright County Board of Commissioners

From: Ross Demant, Parks and Recreation Director

Date : July 29, 2025

RE: Harry Larson Acquisition

Harry Larson County Park is located in Silver Creek Township. The park is 177 aces with approximately 2.23 miles of hiking trails that are converted to cross country skiing in the winter. The park is a popular park for those seeking opportunities for medium distance hikes/ cross-country skiing and snowshoeing.

Staff have been working for the past 5 years with Darryle Anderson on acquiring a 41-acre parcel that borders the park to the east that Mr. Anderson currently owns. The property is currently part of an 80-acre parcel that Mr. Andrson is interested in splitting with the southern 41-acres to become part of the Harry Larson County Park. An acquisition would not only increase the acreage of the park it would also add an additional 1 mile of trail and help preserve and restore the biological significant ecosystem of the property.

The property is in the Big Woods Ecological Subsection, a region in east-central Minnesota that, until about 400 years ago consisted of oak woodland and maple-basswood forest on rolling moraine ridges. The property is a microcosm of the variety of habitats that were (and are) present in the region, including oak woodland and emergent wetlands. The property is currently used by the owner for wildlife observation and hunting and is composed of 32 acres of native plant communities and about 8 acres of other land cover types such as cultivated land and clay borrow ponds.

Staff were directed by the County Board to have an appraisal done on the property in January of 2021. In February of 2021, the County Board was informed that Mr. Anderson was no longer interested in moving forward with selling his property. In October of 2023, Mr. Anderson reached out to the County to explore potential acquisition of the before mentioned acreage. During this reengagement, staff contacted the Minnesota Land Trust (MLT) to explore partnership and funding opportunities in December of 2023.

The Minnesota Land Trust is a nonprofit organization dedicated to preserving Minnesota's natural and scenic lands through voluntary conservation. It works with private landowners to protect wildlife habitat, water quality, and outdoor recreation areas, primarily through conservation easements. These permanent agreements ensure that the land remains undeveloped and ecologically valuable for future generations.

A conservation easement is a legal agreement between a landowner and a conservation organization or government agency that permanently limits certain types of development on the land to protect its natural features. The land remains privately owned, but its ecological, scenic, or agricultural values are preserved. These easements are tailored to each property and are legally binding for future owners.

Over the past 1.5 years, staff have engaged with Mr. Anderson and MLT about what a potential conservation easement and County acquisition would look like. During this time, MLT has worked with the Mr. Anderson to have his property appraised. This appraisal was finalized in June of 2025, with the property being appraised at $692,000. Considering the appraised value and factoring in ecological factors and available funding, MLT calculated the conservation easement value at $81,000.

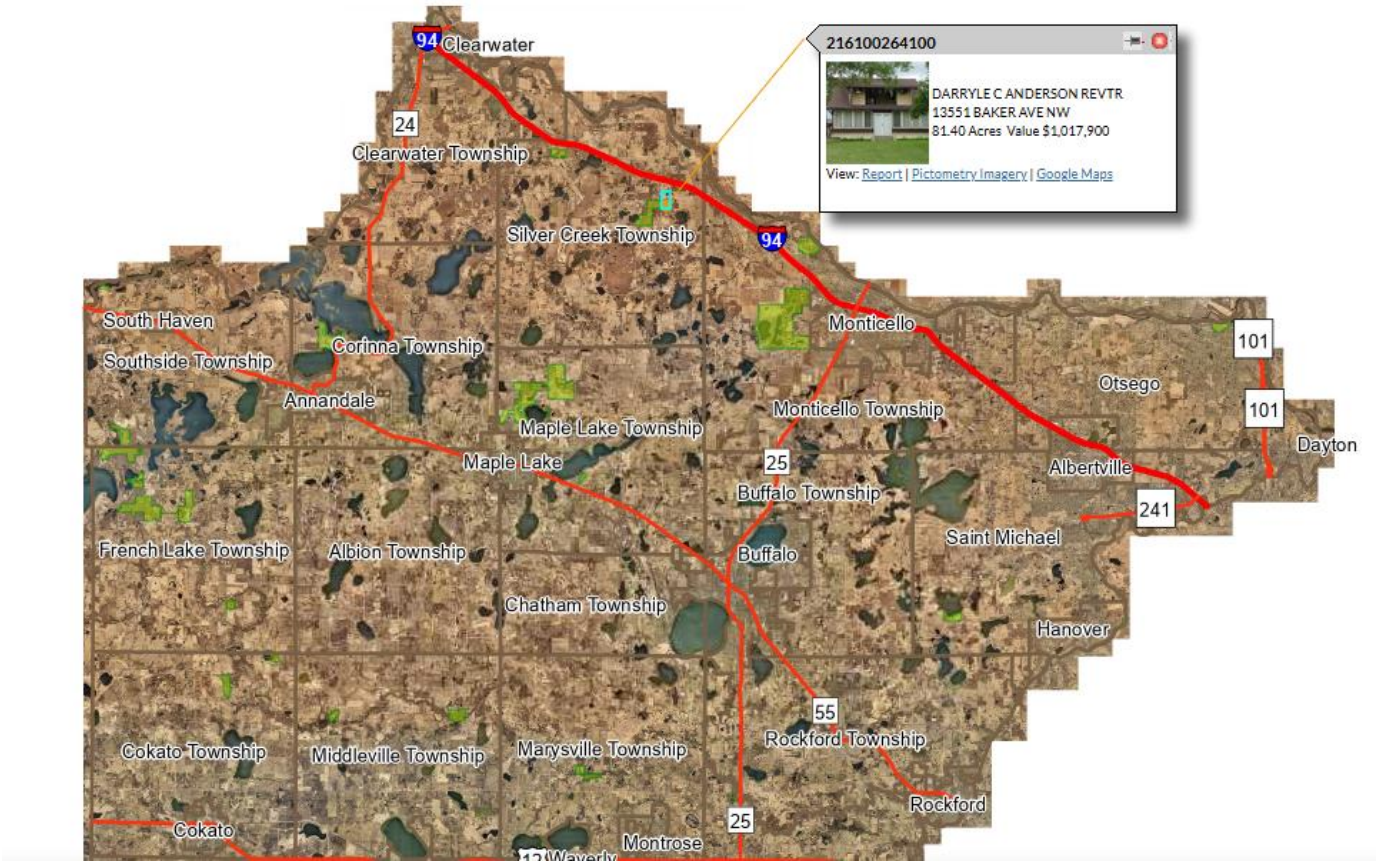
Mr. Anderson has expressed his willingness to sell the 41-acre parcel for $287,000 ($7,000 per acre). Factoring in the MLT easement value, the County's portion of the acquisition would be $206,000.

Proposed Funding:

- $81,000 Conservation Easement
- $150,000 ARP Lost Revenue That was Previously Allocated for Park Maintenance and Upgrades
- $56,000 Park Dedication Silver Creek Township
- **Total of $287,000**

Summary:

- September 14, 2020, Parks and recreation commission recommended staff move forward with an appraisal of 40-acre parcel east of Harry Larson Park (Darryle Anderson's Property)
- On September 20, 2020, the Wright County Board of Commissioner approved moving forward with an appraisal related to this parcel.
- January 2, 2021, appraisal was completed
- February 2, 2021, Wright County Board was informed the property owner did not want to move forward with the sale of the property.
- October of 2023 Property owner approached County about selling
- December of 2023 staff contacted Minnesota Land Trust to discuss a potential partnership
- 2024 Staff and the Minnesota Land Trust worked through potential options for a partnership. The Minnesota Land Trust worked with Darryle on a property appraisal in 2024.
- June 17, 2025, MLT appraisal came in at $692,000 with the value of the property after the easement (Easement worth is $81,000)


216100264100
DARRYLE C ANDERSON REVTR
13551 BAKER AVE NW
81.40 Acres Value $1,017,900
View: Report | Pictometry Imagery | Google Maps
94
Clearwater
24
Clearwater Township
Silver Creek Township
94
South Haven
Southside Township
Corinna Township
Annandale
Maple Lake Township
Maple Lake
Monticello
Monticello Township
25
Buffalo Township
Buffalo
Albertville
241
Saint Michael
Otsego
101
101
Dayton
Hanover
French Lake Township
Albion Township
Chatham Township
55
Rockford Township
Rockford
Cokato Township
Middleville Township
Marysville Township
Cokato
25
Montrose

216100263300
216100264300
1,258
40.52 acres
1,320
1,341
111
216100352201
216100351200
216100351100
216100351301
216100352100
216100351400

New Trail
Existing Trail
P

MINNESOTA LAND TRUST

To: Ross Demant, Wright County Parks and Recreation

From: Lydia Fermanich, Minnesota Land Trust

Date: June 27, 2025

Re: Conservation Easement on Darryle and Elizabeth Anderson Property

---

The Minnesota Land Trust is pursuing a conservation easement over a portion of Darryle C. Anderson and Elizabeth A. Anderson's property adjacent to Harry Larson County Park. The conservation easement will cover approximately the southern 40 acres of PID #216100264100. The completion of the conservation easement will support Wright County's subsequent purchase of the property for inclusion in Harry Larson County Park. The Land Trust has been coordinating with Wright County Parks and Recreation to ensure the conservation easement purchase aligns with Wright County's fee title purchase.

The Land Trust will use Outdoor Heritage Fund (OHF) funding to purchase the conservation easement from the Andersons. In alignment with OHF funding requirements, the Land Trust had the subject property appraised to determine the purchase price. The appraisal was completed by a qualified appraiser and was reviewed by an additional appraiser to ensure the accuracy of the valuation.

To arrive at the value, the appraiser determined the current value of the "Larger Parcel", which is the full 80-acre tax parcel. He then determined the value of that Larger Parcel after the conservation easement is placed on the south 40 acres. The difference between those two values is the conservation easement value. In order to determine the value, the appraiser evaluated land use trends, zoning, practical and legal access, building eligibilities, and comparable sales in the area. The final values are as follows:

Value of Larger (80-acre) Parcel before Conservation Easement: $692,000
Value of Larger Parcel after Conservation Easement (on south 40 acres): $611,000
Value of Conservation Easement: $81,000

The Land Trust plans to purchase the conservation easement from the Andersons for $81,000. Due to OHF requirements, the Land Trust cannot pay more than the appraised value for an easement.

The Land Trust has discussed the purchase price with Darryle Anderson and will be executing an option agreement with the Andersons shortly.

Darryle Anderson
13551 Baker Ave NW
Monticello, MN 55362
763-732-8046

July 21, 2025

Wright County Parks and Recreation
3500 Braddock Ave NE
Buffalo, MN 55313

Subject: Commitment to Sell South 41 Acres of PID# 21600264100

To Whom It May Concern:

I, Darryle Anderson, am writing to confirm my interest and intent to sell the southern 41 acres of my property identified as PID# 21600264100 to Wright County for the agreed upon price of $206,000.

This sale is contingent upon the successful purchase of a conservation easement on the property by the Minnesota Land Trust. Once the easement acquisition is finalized, I am committed to proceeding with the sale of the specified acreage to the County under the agreed terms.

Please let me know if any further documentation or steps are needed to move this process forward. I look forward to working with you on this project.

Sincerely,

Darryle Anderson

WRIGHT COUNTY
MINNESOTA

PROJECT ADMINISTRATION

ARP-SLFRF and ARP-Lost Revenue Summary

Background:

AMERICAN RESCUE PLAN (ARP)
The American Rescue Plan (ARP), signed into law in March 2021, was designed to provide relief and support recovery from the COVID-19 pandemic. It allocated funds to governments to either create new programs or support existing ones aimed at addressing pandemic-related challenges. Wright County received an ARP State and Local Fiscal Recovery Fund (SLFRF) allocation of $26,878,110. These funds were obligated to programs or projects by the deadline of December 31, 2024, and must be spent by December 31, 2026.

LOST REVENUE
In January 2022, the U.S. Department of Treasury authorized recipients to claim a "standard allowance" of up to $10 million for government services, known as "Revenue Replacement" or "Lost Revenue," throughout the ARP performance period. Wright County's Board approved the use of this standard allowance, directing the funds to support public safety and other employees' salaries/benefits impacted by the COVID-19 pandemic. This decision effectively "freed up" $10 million in the County's General Fund, a portion of which was allocated to additional projects across the County. Staff typically does not include these projects in ARP discussions, as they are not subject to ARP obligation, spending, or reporting requirements.

FUNDING ALLOCATION SUMMARY
Since 2021, Wright County's planned use of the funds has evolved. As ARP rules expanded and market conditions changed, some projects required reallocation between ARP-SLFRF funds and Lost Revenue to ensure proper funding before the December 31, 2024, deadline. This memo, along with the attached documentation, outlines the status of these projects, including their budgets and expenditures to date.

Business & Economic Relief
The County Board did not allocate specific funding for this category. Instead, funding was provided on an ad-hoc basis as opportunities arose. Each project in this category was introduced by a commissioner and followed the standard approval process. Economic relief grants had to be reasonably proportional to the financial impacts businesses and non-profits faced due to the pandemic.

Education & Training
No specific funding was allocated to this category. However, one project was introduced by a former commissioner aimed at providing technology assistance to seniors in Wright County.

Families
The County Board did not set aside specific funding for this category. There were three projects identified, two were external grants, and one was an internal project. Operation Living Hope was intended to provide funding to support domestic violence victims, and Volunteer for Safe Families was intended to fund the mobilization of people to host children to reduce the number of children entering the welfare system. The internal project was to an auxiliary program to provide emergency assistance to residents facing financial hardships due to COVID-19.

Internal County Expenses
Several internal county expenses have been funded through both ARP-SLFRF and ARP-Lost Revenue. These are detailed in the attached summary.

Infrastructure – Broadband
Initially, the County Board allocated $10 million in ARP funding to broadband, though this amount was later reduced due to shifting priorities. The broadband program includes a county-wide broadband study, six projects funded through a competitive grant program, five projects that provide local matches to state-funded projects, and one additional project that was an add-on to a state-funded project. The broadband initiatives are expected to improve service for at least 3,105 locations.

Infrastructure – City Water & Sewer Grants
The County Board allocated $4 million for water and sewer infrastructure grants to each city in Wright County. These were non-competitive, 50% matching grants, and each city's allocation was based on 2020 population data. All cities, except Dayton, applied for their designated funding.

Infrastructure – Township Surface Transportation Grants
In 2023, the SLFRF rule was updated to include surface transportation projects. In response, the County Board created a $2 million non-competitive grant program for townships, allocating funding based on the 2023 Township Road Distribution. Townships were required to provide at least a 50% match. All townships, except Chatham and French Lake, applied for the funding. Marysville Township used $2,500 from the Water Quality Improvement funds under ARP-Lost Revenue due to uncertainty about their project's eligibility.

Infrastructure – Water Quality Grants
In late 2022, the County Board allocated $2 million to a competitive water quality grant program for townships, cities, and Lake Improvement Districts (LIDs). This was a matching grant program with recipients required to contribute at least 25%. Initially, six projects were awarded grants; however, one project failed to return the signed grant agreement, resulting in its cancellation.

Infrastructure – Other
The County Board approved three other stand-alone infrastructure projects that were not part of the other infrastructure programs.

WRIGHT COUNTY
MINNESOTA

PROJECT ADMINISTRATION

Infrastructure – Park Maintenance and Upgrades
In 2021, the County Board allocated $2.46 million in ARP funds to the Parks & Recreation Department for a program titled "Parks Maintenance and Upgrades." Several projects were approved as part of this allocation. Over time, portions of this allocation remained in ARP, while others were moved into Lost Revenue. As of now, there is **$150,887.84** remaining in the Parks Maintenance and Upgrade program under Lost Revenue that has not been allocated to a specific project.

Infrastructure – Water Quality Improvement Projects
Similarly, the County Board allocated $2.5 million in ARP funds to the Ag and Drainage Division for the "Water Quality Improvements" program. Several projects were also approved under this allocation. As with the Parks program, some funds remained in ARP, while others were reallocated to Lost Revenue. Currently, there is **$941,136.61** remaining in the Water Quality Improvements program under Lost Revenue that has not been allocated to a specific project. Note, there were additional Water Quality projects funded through ARP-SLFRF above the $2.5 million allocation.

CONCLUSION
All ARP funds were obligated by the end of 2024, in compliance with ARP requirements. However, $**2,114,029.04** remains unallocated under Lost Revenue. Since Lost Revenue is not technically considered federal funding, there are no specific time restrictions on spending these remaining funds.

Information Included:

- Project Summary
- Map of Projects

Considerations:

- The County Board may choose to fund an additional project or projects under any of the following areas:
  - Parks Maintenance and Upgrades Allocation
  - Water Quality Improvement Allocation
  - Remaining Lost Revenue
- If all these funds have not been allocated, the County Board may consider revisiting projects in the future, as there is no deadline related to spending these funds.
- Once the County Board approves workshop recommendations, all project budgets should be set up in Oracle ERP to ensure proper allocation and tracking of funds.